



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Melbourne & Olympic Parks Trust T/A Melbourne & Olympic Parks**  
(AG2017/590)

### **MELBOURNE & OLYMPIC PARKS ENTERPRISE AGREEMENT 2016 - 2020**

Amusement, events and recreation industry

COMMISSIONER GREGORY

MELBOURNE, 14 MARCH 2017

*Application for approval of the Melbourne & Olympic Parks Enterprise Agreement 2016 - 2020.*

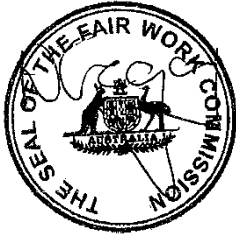
[1] An application has been made for approval of an enterprise agreement known as the *Melbourne & Olympic Parks Enterprise Agreement 2016 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Melbourne & Olympic Parks Trust T/A Melbourne & Olympic Parks. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[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 is approved and, in accordance with s.54 of the Act, will operate from 21 March 2017. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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# Melbourne & Olympic Parks Enterprise Agreement 2016 - 2020



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## **PART ONE - PARTIES COVERED, OPERATION AND VARIATION**

### **1.1 PARTIES COVERED BY THIS AGREEMENT**

This Agreement shall be binding on:

1. The Melbourne & Olympic Parks Trust (**M&OP**);
2. Individuals who are employed by M&OP (**our people or team members**) within the classifications set out in Clause 3.1 of this Agreement;
3. Media, Entertainment and Arts Alliance (**MEAA**) if Fair Work Commission (**FWC**) notes in its decision to approve the Agreement, that the Agreement covers the MEAA.

### **1.2 PREAMBLE TO THE AGREEMENT**

This Agreement represents the full extent of the terms and conditions of employment at M&OP as a result of agreements entered into by the parties. It will apply to all work (as defined herein) undertaken by team members at M&OP. It will not apply to work undertaken on an M&OP site by those who are not employed by M&OP.

This agreement should be read in conjunction with all M&OP policies and procedures, found on ParkNet, as varied from time to time at the discretion of M&OP. Variations to existing or the introduction of new policies and procedures will be applied through the Consultative Committee (as per clause 5.1) and with respect to clause 5.2.

In broad terms, the role of M&OP can be described as being the business of venue operations and event management for the benefit of the people of Victoria. The Agreement has been designed to meet the specific commercial requirements of the business currently undertaken and to be undertaken by M&OP.

In particular, the Agreement envisages there being one team of people with common people practices who will work across all of M&OP's operations and facilities including, but not limited to:

#### **Olympic Park**

- Holden Centre
- The Olympic Park Oval;
- AAMI Park;
- Associated function facilities;
- Car Parks;
- Administration Offices;
- Landscaped areas;
- General areas.

## **Melbourne Park**

- Rod Laver Arena;
- Hisense Arena;
- Margaret Court Arena;
- Tennis Courts;
- Function Centre;
- Associated function facilities;
- Administration Offices;
- Landscaped areas;
- The Oval at Melbourne Park;
- Car parks;
- General areas;

## **Other**

This Agreement will apply to other such facilities and/or venues which may contract with M&OP to provide to them operator services and/or event management services.

## **The Agreement recognises:**

- (a) That the ordinary hours of business for operating our facilities are different from the normal hours of business applicable in most industries, as our venues will typically operate at weekends and nights on weekdays.
- (b) In the spirit of co-operation, the parties have taken into consideration the competitive nature of the industry. With this in mind, this Agreement continues from the 2013 – 2016 Agreement in attempting to facilitate more competitive venues through the introduction of more flexible and efficient work practices.
- (c) The Agreement has been based on creating mechanisms and an environment conducive to enhancing consultation between the parties on work related matters. One of these mechanisms is through the Consultative Committee which will provide a forum for effective communication between the parties.
- (d) All parties acknowledge that this Agreement is based on all of our people being required, on any shift or day, to work within all or part of our facilities. The parties also recognise that one of the key elements of this Agreement is that all of our people will be required, on occasions, to undertake a range of duties across other work streams.

Team members will be required to perform some duties that require only on-the-job training while undertaking the task. These tasks may include, but is not limited to, such things as rubbish pick up, rubbish transportation, chair stacking, room reconfigurations, cloak room, restocking merchandise, general housekeeping, etc.

Where practical, team members will be notified in advance of their roster when they are required to undertake duties outside of their primary work stream. On occasions where team members are unable to be notified in advance of this requirement, team members will be requested to make themselves available to undertake the necessary duties. If the required staffing levels are unable to be achieved through this request, then team members will be directed to undertake the duties.

M&OP commits, where required, to provide training and familiarisation programs so that our people can acquire the skills and experience needed for multi-tasking. Multi-tasking will be subject to Occupational Health & Safety ("OH&S") guidelines being met.

The operation of this clause will be monitored by the Consultative Committee. Any dispute arising from implementation of this clause will be handled under the Grievance, Complaint and Dispute Resolution Procedure contained in this Agreement.

- (e) Due to the range and style of events presented in our venues and facilities, work may be required to be undertaken at any time. The Agreement makes it possible for M&OP to operate efficiently over a 24 hour and 7 day per week time span. However, scheduling of work hours will continue in accordance with the present custom and practice. For example, work between 1.00am and 6.00am will generally only be rostered when there is a need to ensure that the next event can meet its schedule.
- (f) M&OP is committed to provide familiarisation and training programs to enable the acquisition of additional skills and experiences necessary for the successful operation of integrated work practices.
- (g) Subject to business, client or operational requirements as deemed necessary by M&OP, M&OP will give preference to team members covered by this agreement for any work to be performed under this agreement before it engages contractors to perform the work.
- (h) M&OP is committed to fair and equitable rostering to meet the organisation's and client's' operational requirements and expectations.

Equitable rostering means that available work will, as far as is reasonably practicable, be allocated evenly to those team members who;

- i. have the requisite capability, skill and experience to fulfil the organisation's requirements;
- ii. are classified at the appropriate level for the available work;
- iii. have indicated via M&OP's online rostering platform that they are available to work; and



- iv. adhere to the expectations of M&OP regarding attendance to work, as per M&OP's Rostering Policy.

Fair and equitable rostering means work will be allocated according to the above without any favoritism or prejudice. M&OP and team members acknowledge exceptional circumstances may arise regarding clients operational needs.

### **1.3 OPERATION OF THIS AGREEMENT**

- (a) This Agreement will commence operation seven days after it is approved by FWC.
- (b) This Agreement has the nominal expiry date of 30 June 2020. However, the Agreement will continue to operate until formally terminated or replaced in accordance with the *Fair Work Act 2009* (Cth) (FW Act).
- (c) This Agreement replaces all previous industrial agreements binding the parties.
- (d) On approval of this Agreement, all team members will receive the minimum rates of pay contained in Schedule 1 of this Agreement.
- (e) The only allowances, penalty payments or overtime payments that will be applicable to this Agreement, for the life of this Agreement, are those specifically listed within this Agreement.

### **1.4 SERVICE DELIVERY PARTNERSHIP PLAN**

M&OP, team members and MEAA agree that the following collaborative projects will be implemented over the life of the Agreement:

- (a) Rostering Performance Improvement
  - Shift swapping will be introduced to facilitate improved flexibility and to avoid issues related to cancellations. Once a team member has accepted a shift, they will be able to swap shifts with colleagues within the Emplive environment. Shift swapping will not be recorded as a cancellation.
  - Distribution and the allocation of work on Sundays will be managed by M&OP so that during a quarter, wherever practicable, no more than 25% of an individual's hours will be rostered on Sundays.
- (b) Rostering Policy Review
  - Following the finalisation of the Agreement, a review of the Rostering Policy will be conducted in conjunction with the Joint Consultative Committee. The revised Policy will reinforce that once a team member has accepted a shift; they will be expected to fulfil the accepted shift.
  - Other objectives of the review include, but are not limited to, updating the Rostering Policy statement, clarifying the definition of fairness and equity and improving the fairness and equity of rostering.

The SDPP is recognised as a priority item to be facilitated through the Joint Consultative Committee.

## **PART TWO - ENGAGEMENT**

### **2.1 FULL TIME ENGAGEMENT**

- (a) Team members engaged on a permanent full time basis will be rostered to work no less than 152 ordinary hours over each 28 day period in accordance with the following:
  - (i) A maximum of 12 consecutive hours (excluding meal breaks) will be worked on any one shift. However, our people will not be required to work in excess of 6 consecutive shifts of 10 hours or more without a leisure break of at least one day. Additional hours to a 12 hour shift may be worked in an emergency by mutual agreement with the team member concerned.
  - (ii) A minimum 3½ hours will be worked on any one shift. No more than 2 shifts separated by a break, are to be worked during any 12 hour period.
  - (iii) There is no intention to roster permanent full time team members more than 184 hours in a 28 day period. However, the parties recognise that occasional circumstances may arise where team members may need to work in excess of 184 hours in a 28 day period. In these circumstances, it will be the choice of the team member(s) to accept or decline any request.
  - (iv) Depending on the roster, at least 4 days, and up to 15 days leisure time off will be provided in each 28 day period. No individual will be required to work more than 13 days without a break of one day or more.
  - (v) For shifts of more than 5 hours, a rest break of 30 minutes will be provided between 3½ and 5 hours (the break to start no later than the fifth hour) after the commencement of work, and a further rest break of 30 minutes will be provided if our people are required to work at least a further 5 hour period. Subject to the following:
    - 1. Such breaks are unpaid and not to be counted as time worked and are to be taken to suit the needs of the operation.
    - 2. A rest break may or may not be provided for shifts of less than 5 hours.
    - 3. The above may only be altered by mutual agreement.. Where there is mutual agreement to work through a meal break, a minimum 10 minute refreshment break must be taken no later than 3 hours after the completion of the last refreshment break.
  - (vi) During any work shift of 4 hours or more a paid refreshment break of no more than 15 minutes away from the job will be taken at a time decided by the leader to suit the work in hand.
  - (vii) A rest break of at least 10 hours will be provided before returning to work for the next shift when more than 8 consecutive hours have been worked. The rest break may be shortened in exceptional circumstances by mutual agreement.
  - (viii) When called out to attend to an emergency or extraordinary circumstance, team members will be paid for all hours worked with a minimum payment of 3½ hours. If called out, or requested to attend to an emergency or

extraordinary circumstance, team members will not be required to attend work again until a minimum 10 hours have elapsed since signing off. If rostered to start work before the 10 hours has elapsed, a team member will receive full payment from their rostered start time until they have completed their 10 hour break. In the event that a 10 hour break is unable to be taken due to work commitments, that individual shall receive payment for all hours worked and equivalent time off in lieu from their rostered start time.

- (b) Rosters for the above work periods (which may include Saturdays, Sundays or Public Holidays) will, wherever possible, be issued one month in advance, except in areas where the nature of the event prohibits such notice. In all cases, however, notice will be provided as early as possible and not less than 7 days prior to the roster commencement. Any subsequent cancellation or variation will be notified as soon as known but if advised with less than 24 hours' notice, payment will be made for the cancelled or varied work period.
- (c) Team members may be required to work a reasonable number of hours additional to the 152 ordinary hours for the 28 day period, at the Level of pay for which they are classified as set out in Clause 3.1.

## **2.2 PART TIME ENGAGEMENT**

- (a) Team members engaged on a permanent part-time basis, for the purpose of this clause, shall mean an individual who is appointed as such and whose hours of duty shall be less than 38 hours per week.
- (b) The hourly rate of pay for team members engaged on a part-time basis shall be equal to the hourly rate of pay for team members engaged on a full-time basis performing like duties. Team members engaged on a part-time basis shall receive all the provisions of this Agreement on a pro-rata basis in accordance with the number of hours worked.

## **2.3 CASUAL ENGAGEMENT**

Team members engaged as casuals will be engaged on the following basis:

- (a) A minimum of 3½ hours on any one shift shall be worked consecutively. No more than 2 shifts separated by a break are to be worked in any 12 hour period.
  - (i) A maximum shift of 12 hours may be worked consecutively, except in an emergency when additional hours may be worked by mutual agreement. No team member will be required to work in excess of 6 consecutive calls of 10 hours or more without a leisure break of at least one day.
  - (ii) A meal break of 30 minutes will be provided between 3½ and 5 hours (break to start no later than the fifth hour) after the commencement of work or any other subsequent minimum 5 hour period). Subject to the following:
    - 1. Such breaks are unpaid and not to be counted as time worked and are to be taken to suit the needs of the operation.
    - 2. A meal break may or may not be provided for shifts of less than 5 hours.

3. The above may only be altered by mutual agreement. Where there is mutual agreement to work through a meal break, a minimum 10 minute refreshment break must be taken no later than 3 hours after the completion of the last refreshment break.
- (b) In any period of work in excess of 4 hours a paid refreshment break of no more than 15 minutes away from the job will be taken at a time decided by the leader to suit the work in hand.
  - (c) A rest break of at least 10 hours will be provided before returning to work for the next call when more than 8 consecutive hours have been worked. The rest break may be shortened in exceptional circumstances by mutual agreement.
  - (d) Rosters for the above work periods (which may include Saturdays, Sundays or public holidays) will, wherever possible, be issued one month in advance, except in areas where the nature of the event prohibits such notice. In all cases, however, notice will be provided as early as possible and not less than 7 days in advance, unless the requirements are unknown 7 days prior to the roster commencement. Any subsequent cancellation will be notified as soon as known but if advised with less than 24 hours' notice, payment will be made for the minimum call.

## **2.4 WORK ON CHRISTMAS DAY AND GOOD FRIDAY**

Team members will only be rostered to work on these days if they have indicated their availability. Work on these days will be optional and a decision to not work will not prejudice employment.

## **2.5 PROBATIONARY PERIOD**

All new team members engaged on this Agreement will be subject to a probationary period of three months from the date of commencement.

## **2.6 ENGAGEMENT OF NEW TEAM MEMBERS**

M&OP respects a team member's choice to join a union and be represented in the workplace. MEAA will provide to M&OP People & Culture team a document to encourage new team members to join them. M&OP will include this document as a part of the new starter pack provided to the team member at the point of engagement. MEAA will be responsible for ensuring the content of the document is accurate and current.

# **PART THREE - CLASSIFICATION, SALARY, WAGE RATES, AND PAYMENT**

## **3.1 LEVEL AND RATES OF PAY**

- (a) Salary or wages are for all hours worked. They include a loading for hours worked in excess of 12 hours per day, for hours in excess of 38 hours per week, 76 per fortnight or 152 per 28 day period, as well as hours worked on Saturdays, Sundays (and for Casual team members, Public Holidays). Salary or wages for team members engaged on a permanent basis includes a loading of 1.3% in lieu of payment of a 17.5% annual leave loading. They also include all penalty payments except those otherwise expressly stated in this Agreement.

- (b) All team members will be classified in one of the Levels set out below, and paid accordingly (see Schedule 1 and 2). They can be required to undertake any or all of the indicative work duties provided in the Level for which they are classified, or at a lower Level, during the course of a shift (or call), consistent with the intent of this Agreement as set out in Clause 1.2. For team members engaged on a permanent basis, payment will continue at the classified rate for duties undertaken at a lower Level.
- (c) Team members engaged under the terms of this Agreement shall have their classification transitioned to the corresponding classification Level at the commencement of this Agreement (See Schedule 2). No team member shall be disadvantaged as a result of such transition.
- (d) Team members employed prior to 1 October 2014 and who previously worked higher duties at Group 4, or Group 6 or Forklift Driver role (G3) prior to approval of this Agreement will continue to receive that applicable rate of pay for a Group 4 or Group 6 higher duties (Grandfathered Payment). The team member will maintain the Grandfathered Payment as long as the team member remains on higher duties.
- (c) Where a team member is appointed to a higher classification Level, they will be paid at that Level or their classified rate of pay, whichever is the greater.
- (d) Parties to this agreement agree to establish a sub-committee of the JCC with the purpose of reviewing the Classification Structure. This will commence within 90 days of the agreement coming into operation.

| Level   | Definition  |
|---------|---|
| Level 4 | <p>Team members engaged at Level 4 own the M&amp;OP customer experience; have specific supervisory duties and the authority to direct team members. Focused on preventing customer issues from escalating further they:</p> <ul style="list-style-type: none"> <li>• Coach, develop, motivate and inspire others;</li> <li>• Anticipate and prevent risks;</li> <li>• Deliver event and department outcomes in line with budgets, team performance and M&amp;OP expectations.</li> </ul> <p>This Level includes roles such as Sector Supervisor, and Merchandise Event Officer.</p> |
| Level 3 | <p>Team members engaged at Level 3 hold senior customer facing roles and demonstrate an ability to improve the customer experience by:</p> <ul style="list-style-type: none"> <li>• Identifying and solving complex customer service (patron, hirer, etc) issues/queries/problems;</li> </ul>   |

|         |  |
|---------|--|
|         | <ul style="list-style-type: none"> <li>• Lead, direct and support team members and external stakeholders;</li> <li>• Manage and resolve identified risks;</li> <li>• Deliver critical or high risk role/position outcomes in line with budgets, team performance and M&amp;OP expectations.</li> </ul> <p>This Level includes roles such as Merchandise Supervisor, Operations Supervisor, Patron Services Supervisor, Superbox Supervisor, Cleaning Supervisor and Car Parking/access control team members.</p>   |
| Level 2 | <p>Team members engaged at Level 2 hold customer facing roles and demonstrate a whole of Precinct knowledge to assist with problem solving and are expected to:</p> <ul style="list-style-type: none"> <li>• Demonstrate, and sometimes, exceed M&amp;OP customer service expectations and standards;</li> <li>• Demonstrate self-leadership;</li> <li>• Identify risks and act on mitigating further impacts;</li> <li>• Deliver role/position outcomes in line with budgets, team performance and M&amp;OP expectation.</li> </ul> <p>This Level includes roles such as merchandise sellers/runners, arena and stadium operations, superbox hosts and car park attendants/sellers.</p> |
| Level 1 | <p>Team members at this Level:</p> <ul style="list-style-type: none"> <li>• Meet all of M&amp;OP's customer service expectations;</li> <li>• Possess self-confidence and presence;</li> <li>• Demonstrate an ability to identify risks and report them to the appropriate channel;</li> <li>• Demonstrate an accountability and responsibility for one's self and the impact or significance of this on those around them.</li> </ul> <p>This Level includes roles such as event cleaning, core cleaning, post-event cleaning and incidental duties.</p>   |

- (c) A loading of 25% (time and a quarter) will be applicable to rostered work between the hours of 1.00am and 6.00am for hours worked only during that period.
- (d) This Agreement contains four pay rate increases during the life of the Agreement. If this Agreement is approved by team members and by FWC, the first increases to wages and allowances will apply and be calculated from 17 August, 2016.
  - (i) A 3% increase to all team members effective from 17 August 2016 , and paid in the first full pay period commencing on or after commencement of the Agreement;
  - (ii) A 3% increase to all team members from the first full pay period commencing on or after 1<sup>st</sup> July, 2017;
  - (iii) A 3% increase to all team members from the first full pay period commencing on or after 1<sup>st</sup> July, 2018;
  - (iv) A 3% increase to all team members from the first full pay period commencing on or after 1<sup>st</sup> July, 2019.
- (e) If a team member who is suitably qualified is required to work at a higher paid Level, other than that for which the team member is classified, then payment will be at the higher rate or their classified rate (whichever is the greater) with a minimum payment of 2 hours. A higher duty payment will not apply for toilet break or refreshment break relief.
- (f) Casual team members will be paid at the rate or rates appropriate to the duties for which they have been called.
- (g) Team members who are required to undertake duties at a lower Level than that for which they have been called will continue to be paid the rate for which they have been called for the duration of the shift.
- (h) The casual Base Rate includes a loading which is paid in lieu of annual leave, paid personal/carer's leave, paid compassionate leave, and paid parental leave, and it fully compensates our people for the nature of casual employment.

### **3.2 PAYMENT OF SALARY AND WAGES**

- (a) Salary and wages will be paid every two weeks on a Wednesday by electronic funds transfer for work undertaken up to the previous Sunday. If a Public Holiday falls on a Tuesday of a payment week, payment will then be on the Thursday of that week.
- (b) In respect of casual team members covered by this agreement being better off overall in comparison with the Sunday and Public Holiday penalty rates in the Amusement, events and Recreation Award 2010 (Modern Award) relevant to the team members classification under this Agreement and as adjusted annually to reflect the Federal Minimum Wage Decisions, the following applies:

- (i) to ensure casual team members covered by the agreement, who worked a material number of Sundays and/or public holidays, are better off overall during the life of the agreement compared to the Modern Award, the year will be divided into 'quarters':
    - > December to February
    - > March to May
    - > Jun to August
    - > September to November
- (c) Each casual team member covered by the Agreement who during and quarter worked more than 25% of their hours on Sunday's and/or Public Holidays, shall have a reconciliation performed for M&OP for that quarter calculated in accordance with 3.2 (e). The reconciliation shall be completed within 30 days of the end of each quarter. The reconciliation is to establish whether or not for work performed under the agreement in the quarter, the team member's total remuneration under the Agreement was more than the employee would have been entitled to under the Modern Award.
- (d) Where a team member's employment terminates and they worked more than 25% of their work hours at M&OP on Sunday's and/or Public Holidays in the part of the quarter preceding their termination, a reconciliation will be performed by M&OP for the part of the quarter immediate preceding termination of employment, to establish whether in that period the team members total remuneration is less that the team member would have been entitled to under the Modern Award.
- (e) If upon M&OP reconciling the said quarter in paragraphs (b), (c) and (d) above, M&OP assesses that for any monthly pay period in the quarter, the team member would have been entitled to be paid more under the Modern Award than they earned under the Agreement, the team members will, depending on the balance over the quarter, be paid supplementary payment (supplementary payment). The supplementary payment will be the difference between:
  - (ii) what the employee would have earned for the quarter, (or part of the quarter), calculated over each of the three monthly pay periods or part therefore, under the Modern Award for the same work during the same hours,
  - (iii) less what the team member actually earned under the agreement.
- (f) The supplementary payment will be paid as a lump sum as soon as practicable but not later than 30 days after the end of the relevant quarter. Superannuation payments will apply if the hours in question were part of the ordinary time earnings under the Federal Superannuation Guarantee Legislation.

### **3.3 SUPERANNUATION**

- a) M&OP will make a superannuation contribution into a fund nominated by the team member. Where a team member fails to nominate a fund, contributions will be made to M&OP's default fund, Australian Super.
- b) The contribution rate shall be in accordance with the legislative requirements (which may vary during the term of this Agreement) but not less than 9.5%.



- c) The earnings base, to be used for contributions, is all ordinary time hours worked at the applicable rates outlined in Schedule 1 plus allowances and loadings.
- d) All team members will have the ability to salary sacrifice in line with legislative guidelines.
- e) M&OP will provide team members access to superannuation information through the default fund on an annual basis. Attendance at meetings or information sessions is voluntary and unpaid.

## **PART FOUR - ALLOWANCES AND BENEFITS**

### **4.1 CAR PARKING**

- a) Team members engaged on a permanent basis (when working in that capacity at M&OP) will be provided with car parking at no charge where reasonable practicable after accommodating tenants, hirers, patrons, M&OP officers and other persons determined at the absolute discretion of M&OP.
- b) M&OP recognises and takes seriously the safety of all team members. Following the conclusion of an evening event, M&OP will, as appropriate, provide security escorts and/or walking buses as required to enable team members to return safely to their vehicles that are located offsite.

### **4.2 MEAL ALLOWANCE**

A team member who works between the hours of 01.00am and 06.00am (and commences work before 05.00am) will be supplied by M&OP with a breakfast meal or alternatively, at the discretion of M&OP, paid a meal allowance of the following:

- \$12.14 per day from the date of commencement of Agreement;
- \$12.50 per day from 1<sup>st</sup> July, 2017;
- \$12.88 per day from 1<sup>st</sup> July, 2018;
- \$13.27 per day from 1<sup>st</sup> July, 2019.

### **4.3 UNIFORMS**

- a) M&OP will issue uniforms to Team Members on an ongoing basis and such uniforms will remain the property of the M&OP. Team Members will return uniforms to M&OP upon cessation of employment in good order, subject to fair wear and tear.
- b) M&OP may withhold an amount of \$70 as a bond to offset the costs of the uniform issued to a team member. The bond will be deducted over 4 pay cycles after receipt of the uniform. The bond will be refunded to the Team Members on return of the uniform in good condition (fair wear and tear excepted) upon cessation of Employment.
- c) Employees shall be responsible for the provision of their own enclosed footwear consistent with M&OP standards.

#### **4.4 UNIFORMS/LAUNDRY ALLOWANCE**

A team member who is required to launder a uniform supplied by M&OP will be paid an allowance of the following:

- \$2.30 per day from the date of commencement of Agreement;
- \$2.37 per day from 1<sup>st</sup> July, 2017;
- \$2.45 per day from 1<sup>st</sup> July, 2018;
- \$2.53 per day from 1<sup>st</sup> July, 2019.

#### **4.5 AMENITIES**

Team members will be provided with suitable amenities that include the following:

- Separate change room facilities for males and females;
- Facilities for the storing of personal belongings;
- Access to non-public toilets;
- A tearoom sufficient to cater for the normal rostered numbers of our people with tables, chairs and kitchenette type facilities, e.g. fridge, microwave, tea, coffee, milk, sugar;
- A 30% subsidy (of advertised public prices) will apply to those working who choose to purchase food or beverages from designated catering outlets.

#### **4.6 ELEVATOR TIME**

M&OP will endeavour to ensure that each instance of time worked in an elevator will not exceed 30 minutes without a break or re-stationing outside of the elevator.

#### **4.7 TRANSPORT ALLOWANCE**

If a team member is required to work at a site other than the site where the team member is regularly engaged, and this site is outside the Melbourne Metropolitan Area (i.e. 30 kilometre radius of GPO) then costs will be paid for travel from either the regular site or the team member's home (whichever M&OP decides is the most appropriate). Payment will be for regular transport or an allowance for running the team member's motor vehicle at the kilometre rate as established for that type of vehicle by the Royal Auto Club of Victoria, whichever the team member chooses. If the site is not accessible by public transport then alternative transport will be arranged by M&OP.

#### **4.8 FORKLIFT ALLOWANCE**

M&OP will provide a forklift allowance for team members employed after 1 October 2014 when they are rostered for a forklift shift in addition to their classified hourly rate,

- \$1.30 per hour from the date of commencement of this Agreement;
- \$1.34 per hour from 1st July, 2017;
- \$1.38 per hour from 1st July, 2018;
- \$1.42 per hour from 1st July, 2019.

#### **4.9 LATE TRAVEL HOME**

Appropriate transport home will be arranged by M&OP for team members who are required to work past the public transport operating times or 11:30pm whichever is the earlier, and who do not have their own means of private transport.

#### **4.10 CROWD CONTROLLER LICENCES**

(a) Event Security will be reimbursed the annual costs associated with obtaining their Crowd Controller Licence once they have worked a minimum of 150 hours after the licence has been renewed. For the purpose of this clause, approved periods of long service leave will be considered as time worked. Time worked during periods of long service leave is taken to be the greater of the following:

- (i) The average weekly number of hours worked by the employee in the 12 months immediately before they took long service leave; or
- (ii) The average weekly number of hours worked by the employee in the 5 years immediately before they took long service leave

and multiplied by the weeks the employee is on long service leave.

(b) Event Security holding a valid licence will be refunded 40% in the first year and 30% in consecutive years, totalling the complete fee at the end of the licensing period. Should licence fees alter, reimbursement will reflect the appropriate change. Licence fees will be reimbursed bi-annually in March and September. Proof in the form of a copy of the licence and original tax invoices must be forwarded to the People & Culture Team before reimbursement will be considered.

#### **4.11 ON CALL ALLOWANCE**

Team members rostered to be on call, will be required to be prepared and ready to attend work within one hour in line with M&OP's policy and procedures. Team members rostered on call will be paid an allowance of the following:

- \$12.14 per day from the date of commencement of Agreement;
- \$12.51 per day from 1<sup>st</sup> July, 2017;
- \$12.89 per day from 1<sup>st</sup> July, 2018;
- \$13.28 per day from 1st July, 2019.

## **PART FIVE - CONSULTATION, PARTNERSHIPS, TRAINING**

### **5.1 CONSULTATIVE COMMITTEE**

The parties recognise the importance of establishing mechanisms to ensure that measures envisaged in the Agreement are reflected in practice. The Consultative Committee will oversee the implementation of the Agreement and provide a forum for effective communication between the parties.

- (a) The Consultative Committee will consist of 13 members (comprising 4 M&OP appointed representatives and 9 team member representatives). There shall be two representatives from Patron Services, two from Event Security, and one each from Cleaning, Car Parking, Merchandise, Operations and Superbox. Each representative will have a deputy representative.
- (b) The team member representatives and deputies will be elected by ballot (refer Joint Consultative Committee Election Procedure) with team members holding their position on the Consultative Committee for the term of the Agreement. The ballot shall be conducted by a delegate of the Chief Executive and commence within the month of a successful in-principle agreement being reached for the new Agreement. Team Members may nominate for re-election.
- (c) A Chairperson will be elected by Committee members and hold this position for the term of the Agreement. No person shall be Chairperson for consecutive Agreements.
- (d) The Committee will meet every 3 months or more frequently as the need arises. Any request for additional meetings must be submitted in writing to the Chairperson outlining the reason.
- (e) Attendance at Committee meetings will be treated as paid time, subject to a minimum call for each work stream, at the representatives' classified Level rate of pay.
- (f) The role of the Committee will be to consider any work related matters arising on the agenda and to monitor the implementation of the Agreement.
- (g) All members of the Committee will have the right to place items on the agenda, and have reasonable access to M&OP administration services (such as printing and photocopying) in relation to matters coming before the Committee.
- (h) A minute/agenda Secretary will be provided to the Committee by M&OP and minutes will be made available to all Committee members by email and posted on ParkNet for all team members to access.
- (i) The Committee will make recommendations reached by consensus. These recommendations will then be forwarded to the Chief Executive or delegate for consideration.
- (j) With the agreement of the Chairperson, Committee members may invite others to Committee meeting(s) where the attendance of others would expedite Committee business. Guests are not considered part of the Committee for the purposes of 5.1 (i).

- (k) Any 8 or more Committee representatives attending a properly called meeting may form a quorum, provided that there are a minimum of 2 M&OP and 6 team member representatives.
- (l) Where a representative's employment ceases, election for the vacant position will commence in accordance with the procedure. Where applicable, the Deputy Representative will step into a vacant representative position for the relevant workstream. Positions made vacant midway through the Agreement will be elected for the remainder of the term of the Agreement.

## **5.2 CONSULTATION - INTRODUCTION OF CHANGE**

- (a) It is agreed that consultation is important in maintaining a positive working environment. Where M&OP has made a decision to propose major change(s) in relation to either structure, work practices or technology and the change(s) are likely to have a significant effect on team members, M&OP will notify, in writing, the team members who are likely to be effected, and their representatives which may include the MEAA, of the proposed changes.
- (b) 'Significant effect' includes, but is not limited to, termination of employment; major changes in the composition, operation or size of M&OP's workforce, restructuring of positions and/or changes to regular roster or ordinary hours of work.
- (c) M&OP will discuss with the team members affected by the change(s) and their nominated representatives (which may include the MEAA) the introduction, intended benefits of the proposed change(s) along with the likely effects to team members and measures to avoid or mitigate any identified adverse effects.
- (d) M&OP will lead meaningful consultation including giving timely consideration and response to matters raised by effected employees and / or their nominated representatives (which may include the MEAA) in relation to the proposed changes, and where appropriate provide training for our people to assist them to integrate with any change. To assist consultation discussions, prior to an initial consultation meeting M&OP will normally provide information about the introduction and intended benefits of the proposed change(s) along with the likely effects to team members and measures to avoid or mitigate any identified adverse effects. M&OP will not disclose any information which is commercial in confidence during consultation.
- (e) Where M&OP proposes to introduce a change to the regular roster or ordinary hours of work of team members, M&OP must notify the relevant team members of the proposed change. Team members may appoint a representative for the purposes of the procedures in this clause, if:
  - (i) relevant team member(s) appoints a representative for the purposes of consultation; and
  - (ii) the team member(s) advise M&OP of the identity of the representative;
  - (iii) M&OP must recognise the representative.
- (f) As soon as practicable after proposing to introduce the change, M&OP must discuss with the relevant team members the introduction of the change; and, for the purposes of the discussion, provide to the relevant team members:

- (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the M&OP reasonably believes will be the effects of the change on team members; and
  - (iii) information about any other matters that M&OP reasonably believes are likely to affect the team members; and
  - (iv) invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (g) M&OP is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (h) M&OP must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (i) For the purpose of this clause, consultation regarding 'regular roster and ordinary hours of work' is relevant to all team members who demonstrate and have a reasonable expectation of a regular and systematic pattern of working hours.
- (j) M&OP will manage workplace change in accordance with Public Sector Industrial Relations Policies.

### **5.3 TEAM MEMBER REPRESENTATION**

- (a) Appointed MEAA delegates will be recognised by M&OP and M&OP will allow them to carry out their role and function as a workplace delegate.
- (b) M&OP recognises that from time to time delegates may need to undertake delegate duties during their work period. Delegates shall, without impacting on the performance of their duties, be allowed to undertake their delegate duties before, during and after paid work hours. Delegates will consult with their direct Leader for the shift/work period prior to this taking place to ensure no impact on the performance of their work duties will occur.
- (c) Delegates will be provided with reasonable access to M&OP office facilities to enable them to perform their role as a delegate.

### **5.4 TRAINING AND THE ACQUISITION OF ADDITIONAL SKILLS**

- (a) M&OP is committed to training and skill development of our team.
- (b) New team members will be provided training upon commencement of employment with M&OP, and existing team members who are commencing in a new role will be provided training. M&OP will also provide in-house training relating to the specific needs of the operation. Team members are required to undertake such training as is organised by M&OP. This is to enable them to perform all tasks within their Level as required.
- (c) Team members engaged on a permanent basis will be paid at their normal (primary) classified Level for all types of training.

- (d) Subject to (e), team members engaged on a casual basis who attend any of M&OP's training programs will be paid on the basis of time in attendance for a minimum of 1.5 hours. Where commercially practicable, any 1.5 hour minimum call training sessions will be scheduled at times when free on site car parking can be made available to team members attending the training, such as outside ordinary business hours and when there are no events on. Any team member who attends training but with M&OP permission does not attend the full training session will be paid on a pro rata basis for the time attended.

On the job training for casual team members will be paid at the appropriate Level for which the team member is classified (primary work stream).

- (e) In respect to on-line training the following will apply:

- (i) As for all other training, team members engaged on a permanent basis will complete on-line training as part of their normal duties;
- (ii) For any on-line training required of team members engaged on a casual basis the following will apply:
  - 1. Payment for on-line training will be contingent on completion of the training. Team members may utilise M&OP's computer systems to access the on-line training;
  - 2. Payment for on-line training will be based on the estimated average time to complete such training as determined by the vendor/developer of the training, with a minimum payment of one half hour.

## **5.5 NOTICE BOARD**

To facilitate work related communication between team members and their Union, M&OP will provide a designated notice board in each permanent and official lunch room for the purpose of displaying documents relevant to this Agreement and other documents authorised by the Union. M&OP reserve the right to remove any material from notice boards which is not in line with this clause.

## **PART SIX - LEAVE**

- (a) All planned leave must be mutually agreed, and take into account the business needs, current workloads and needs of the team member. Leave must be approved in advance, except when the team member is not able to anticipate the absence. Leave records will be kept on file for reporting purposes.
- (b) It is important that team members discuss any request for leave with their Leader as soon as practicable, so alternative arrangements and/or cover can be made during the period of leave.
- (c) Team members should aim to advise their Leader of their request for leave at least 4 weeks prior the 1<sup>st</sup> day of their leave. However, Leaders may use their discretion in authorising leave requests without 4 weeks' notice.

- (d) To apply for all leave types, a leave request must be submitted via the employee self-service system. A leave request application must be completed for the complete period of leave to be taken, and authorised by the appropriate Leader prior to the period of leave starting.
- (e) If a public holiday falls during the period which a team member is on paid leave the team member will be paid for the public holiday.

## 6.1 ANNUAL LEAVE

- (a) Annual leave accrues from the 1st day of employment and on a continuous basis according to the number of ordinary hours worked. Entitlements are detailed below:

| Employment Type        | Annual Leave Accrual | Paid / Unpaid    |
|------------------------|----------------------|------------------|
| Permanent / Fixed Term | 20 days per annum    | Paid at base pay |
| Casual                 | N/A                  | N/A              |

*NB: For team members engaged on a fixed term or part time basis accrual will be pro-rated in accordance with ordinary hours.*

- (b) Annual leave continues to accrue when a team member is on paid leave including; paid annual and personal leave. Annual leave does not continue to accrue when a team member takes unpaid leave including; unpaid annual, personal or parental leave. Annual leave counts towards continuous service (used when calculating Long Service Leave).
- (c) M&OP may direct a team member to take annual leave; provided that their annual leave accrual is not less than 8 weeks at the end of the leave period. M&OP will assess the team member's needs and those of the business and may direct that leave be taken, ensuring reasonable notice (a minimum of 2 weeks) is provided.
- (d) M&OP will decide on a case-by-case basis whether it will agree to 'cash out' part or all of a team member's annual leave accrual, as permitted by State or Federal legislation. The following terms must apply:
  - > paid annual leave must not be cashed out if the cashing out would result in the team member's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
  - > each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between M&OP and the team member; and
  - > the team member must be paid at least the full amount that would have been payable to the team member had they taken the leave that they have forgone.
- (e) In some circumstances, leave in advance of what a team member has accrued may be approved. This is conditional on the team member agreeing to the business deducting any advance in the event of termination, or to the team member accepting leave without pay.
- (f) Annual leave is not ordinarily permitted to be taken when a team member is working their notice period prior to leaving the business. However, in



exceptional circumstances, their Leader may agree to approve an annual leave request during their notice period.

- (g) When employment with M&OP ends, team members will be entitled to receive payment for any annual leave accrued and not used, regardless of the reason for their employment ending.

## 6.2 PERSONAL / CARERS LEAVE

- (a) Personal / carer's leave accrues from the 1st day of employment and on a continuous basis according to the number of ordinary hours worked. Access to personal leave is only available once this leave has been accrued. Entitlements are detailed below:

| Employment Type  | Personal / Carer's Leave Accrual   | Paid / Unpaid                  |
|--|--|--------------------------------|
| Permanent / Fixed Term   | 10 days per annum<br><br>2 days per occasion once any entitlement to paid personal / carer's leave is exhausted. | Paid at base pay<br><br>Unpaid |
| Permanent / Fixed Term with >10 years' service, engaged on an Enterprise Agreement | 14 days per annum<br><br>2 days per occasion once any entitlement to paid personal / carer's leave is exhausted. | Paid at base pay<br><br>Unpaid |
| Casual   | 2 days per occasion  | Unpaid                         |

*NB: For team members engaged on a fixed term or part time basis accrual will be pro-rated in accordance with ordinary hours.*

- (b) Personal / carer's leave allows team members to take time off to deal with personal illness, caring responsibilities for an immediate family or household member who is sick or injured or to help during family emergencies.
- (c) A household member is anyone who lives with the team member. The family members for whom this entitlement applies includes:
- > A spouse, including former, de facto or former de facto or same sex partner
  - > Sibling, including step sibling of either you or your spouse
  - > Parent, including step parent and parent-in-law
  - > Adult child or child, including adopted, step-child and ex-nuptial
  - > Grandparent, including grandparent-in-law and step grandparent
  - > Grandchild of either you or your spouse
- (d) Should there be an excess of personal leave (3 days or more in a row) or if a public holiday falls on the day before or after personal leave is taken, M&OP may request that the team member produces a medical certificate for the period of their absence.
- (e) Requests for unpaid personal / carer's leave can only be made once team members have exhausted their paid entitlement. Additional paid or unpaid Personal / Carer's Leave may be agreed at the discretion of the appropriate

Executive Leader, depending on individual circumstances and the requirements of M&OP.

### 6.3 COMPASSIONATE LEAVE

- (a) Compassionate leave does not accrue; it can be taken at any time a team members requires this type of leave.

| Employment Type        | Compassionate Leave                     | Paid / Unpaid    |
|------------------------|---|------------------|
| Permanent / Fixed Term | Up to 3 days for each required occasion | Paid at base pay |
| Casual                 | Up to 3 days for each required occasion | Unpaid           |

- (b) Compassionate leave is paid leave taken by a team members to spend time with a family member/member of their household (see definition above within Personal / Carer's Leave section), who has a personal illness, or injury, that poses a serious threat to their life, or after the death of a family member/member of your household.
- (c) Compassionate leave can be taken at any time a team member requires this type of leave with the following guidelines applying:
- > If the compassionate leave is for a death in the immediate family or household, the leave entitlement includes the day of the funeral.
  - > As soon as the team member is aware that they will need to take compassionate leave they should contact their Leader at the first opportunity.
  - > M&OP may request evidence about the reason for compassionate leave. Should the requested evidence not be provided, compassionate leave may not be approved.
  - > If the team member is already absent from work on another type of leave (paid or unpaid) and circumstances are such that they need to request compassionate leave, they may submit a request for some of all of the time off as compassionate leave.
  - > A team member may take compassionate leave for each occasion as; a single continuous three day period or, two separate periods of one day each or any separate periods to which the team member and their Leader agree.
- (d) Additional paid or unpaid compassionate leave may be agreed at the discretion of the appropriate Executive Leader, depending on individual circumstances and the requirements of M&OP.
- (e) Team members are able to take either accrued Personal/Carers or Annual Leave for the purposes of spending time with a family member/member of their household who has a personal illness, or injury, that poses a serious threat to their life, or after the death of a family member/member of your household.

### 6.4 FAMILY VIOLENCE LEAVE

- (a) M&OP recognises that team members sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at

work. M&OP is committed to providing support to team members that experience family violence.

- (b) Leave for family violence purposes is available to team members who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence. Personal information concerning family violence will be kept confidential in line with the M&OP's policies and relevant legislation. Records regarding family violence leave will be kept on file following the team member's written agreement.
- (c) Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the Family Violence Protection Act 2008 (Vic).

| Employment Type        | Family Violence Leave   | Paid / Unpaid    |
|------------------------|-------------------------|------------------|
| Permanent / Fixed Term | Up to 20 days per annum | Paid at base pay |
| Casual                 | Up to 20 days per annum | Unpaid           |

*NB: For team members engaged on a fixed term or part time basis accrual will be pro-rated in accordance with ordinary hours.*

- (d) Family Violence Leave does not accrue. If the leave is exhausted, consideration will be given to providing additional paid or unpaid leave at the discretion of the appropriate Executive Leader and depending on individual circumstances and the requirements of M&OP. Family Violence leave may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (e) Team Members are able to access Family Violence Leave for the purposes of attending medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days.
- (f) M&OP will identify and advise team members of a contact/s within the workplace who will be trained in family violence and associated privacy issues. A team member experiencing family violence may raise the issue with their immediate Leader, Family Violence contact/s, union delegate or nominated People & Culture contact.
- (g) The Leader may seek advice from People & Culture if the team member chooses not to see the People & Culture or Family Violence contact. No adverse action will be taken against a team member if their attendance or performance at work suffers as a result of experiencing family violence.
- (h) A team member who supports a person experiencing family violence may utilise their personal/carer's leave entitlement, please refer to Personal / Carer's Leave section.

## Individual Support for Team Members Experiencing Family Violence

- (i) In order to provide support to team member experiencing family violence and to provide a safe work environment to all team members, M&OP will approve any reasonable request from a team member experiencing family violence for:
  - > temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - > temporary or ongoing job redesign or changes to duties;
  - > temporary or ongoing relocation to suitable employment;
  - > a change to their telephone number or email address to avoid harassing contact;
  - > any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (j) Any changes to a team member's position should be reviewed at agreed periods. When a team member is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to their substantive position.
- (k) A team member experiencing family violence will be provided information on and offered access to the Employee Assistance Program (EAP) and/or other available local support resources. M&OP's EAP includes professionals trained specifically in family violence.

## 6.5 LONG SERVICE LEAVE

- (a) All team members are entitled to long service leave after 10 years of continuous employment. Long service leave is accrued in weeks and is accrued at the rate of 1 week for each 40 or 60 weeks of continuous employment, see table below for different accrual rates.

| Employment Type                              | Long Service Leave Accrual      |
|--|---------------------------------|
| Permanent / Fixed Term                       | 1 week for each 60 weeks worked |
| Casual (start date after 19 Jan 2011)        | 1 week for each 60 weeks worked |
| Casual (start date on or before 19 Jan 2011) | 1 week for each 40 weeks worked |

- (b) The date of commencement of long service leave is to be agreed between team member and your Leader. Long service leave may be taken in separate periods provided both the team member and their Leader agree.
- (c) Long service leave should be taken as soon as is practicable after it falls due (i.e. after 10 years of continuous service). If a team member wishes to defer the taking of their entitlement to long service leave beyond 12 months from the date it falls due, then they may do so by entering into a written agreement with M&OP to defer such leave.
- (d) Most forms of paid and unpaid leave, except unpaid parental leave, will count toward the period of employment and so LSL will continue to accrue during this time. Although unpaid parental leave will not count, any paid parental leave will count toward employment and long service leave will continue to accrue.
- (e) Should a team member's employment with M&OP end after 7 complete years of continuous employment, team members will be entitled to receive payment for

any long service leave not taken regardless of the reason for the ending of employment.

- (f) Team members can view their start date and accrual of continuous service at any time through M&OP's Employee Self Service portal.

### **Long Service Leave Pay**

- (g) Long service leave is paid in weeks and is calculated by taking the total number of weeks' employed divided by 40 and multiplied by the team members ordinary weekly rate of pay at the time the leave is taken or, if taken more than 12 months from when it fell due, the ordinary weekly rate of pay 12 months after it fell due.
- (h) For team members on variable hours (such as casuals or hourly paid permanent full-time and part-time team members) their ordinary weekly rate of pay is calculated by taking the average of the past 12 months or the past 5 years, whichever is the higher.

### **Additional Information for Team Members Engaged on Casual Basis**

- (i) Since 1 January 2006, the long service leave entitlement for casual team members has been progressively phased in. Casual team members' eligibility to request long service leave under the phasing arrangement requires an individual to have two thirds of their period of service before 1 January 2006 and all of their period of service after that date taken into account. When this amounts to a total of 10 years, the long service leave entitlement is due to be taken.
- (j) Casual team members continue to accrue long service leave provided there has not been an absence of longer than 3 months between 2 periods of employment / shifts worked. Should there be a break of employment of 3 months or more, with the exception of approved periods of leave, the team member's long service leave accrual will reset to 0. Their accrual will start again with effect from the date of your first shift following the break of employment.

## **6.6 PARENTAL LEAVE**

### **(a) Application**

Full time, part time and Eligible Casual Team Members are entitled to parental leave under this clause if:

- i. the leave is associated with:
  - a. the birth of a child of the team member or the team member's Spouse; or
  - b. the placement of a child with the team member for adoption; and
- ii. the team member has or will have a responsibility for the care of the Child.

## (b) Parental Leave Definitions

For the purposes of this clause:

**Eligible Casual Team Member** means a casual team member:

- i. employed by M&OP on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
- ii. who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by M&OP on a regular and systematic basis.

**Continuous Service** is work for M&OP on a regular and systematic basis (including any period of authorised leave).

**Child** means:

- i. in relation to birth-related leave, a child (or children from multiple births) of the team member or the team member's Spouse.
- ii. in relation to adoption-related leave, a child (or children) who will be placed with a team member, and:
  - a. who is, or who will be, under 16 as at the day of placement or the expected day of placement
  - b. has not, or will not have, lived continuously with the team member for a period of 6 months or more as at the day of placement, or the expected day of placement; and
  - c. is not (otherwise than because of adoption) a child of the team member or the team member's Spouse.

**Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted or surrogate child.

**Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.

**Spouse** includes a de facto spouse, former spouse, or former de facto spouse. The team member's de facto spouse means a person who lives with the team member as a husband, wife or same sex partner on a bone fide domestic basis, whether or not legally married to the team member.

## (c) Summary of Parental Leave Entitlements

Parental leave entitlements in this clause are summarised in the following table

| Leave Type                  | Paid Leave | Unpaid Leave   | Total    |
|-----------------------------|------------|----------------|----------|
| <b>Primary Caregiver</b>    |            |                |          |
| More than 12 months service | 8 weeks    | Up to 44 weeks | 52 weeks |

|  |         |                |          |
|--|---------|----------------|----------|
| Less than 12 months service                                | 0       | Up to 52 weeks | 52 weeks |
| Eligible Casual team members                               | 0       | Up to 52 weeks | 52 weeks |
| <b>Secondary Caregiver</b>                                 |         |                |          |
| More than 12 months service                                | 0       | Up to 52 weeks | 52 weeks |
| Less than 12 months service                                | 0       | Up to 52 weeks | 52 weeks |
| Eligible Casual team members                               | 0       | Up to 52 weeks | 52 weeks |
| <b>Pre Natal Leave</b>                                     |         |                |          |
| Pregnant team member                                       | 0       | 16 hours       | 16 hours |
| Spouse   | 0       | 16 hours       | 16 hours |
| <b>Pre Adoption Leave</b>                                  |         |                |          |
| Team Member  | 0       | 16 hours       | 16 hours |
| <b>Permanent Care Leave</b>                                |         |                |          |
| More than 12 months service – Permanent Team Members       | 8 weeks | Up to 44 weeks | 52 weeks |
| More than 12 months service – Eligible Casual Team Members |         | Up to 52 weeks | 52 weeks |
| Less than 12 months service                                | 0       | Up to 52 weeks | 52 weeks |
| Grandparent Leave  | 0       | Up to 52 weeks | 52 weeks |

#### **(d) Parental Leave – Primary Caregiver**

A team member who has or will have 12 months paid continuous service and who will be the Primary Caregiver at the of the birth or adoption of their child is entitled to up to 52 weeks parental leave comprising 8 weeks paid and up to 44 weeks unpaid parental leave.

A team member who will be the Primary Caregiver but has not completed at least 12 months paid Continuous Service at the time of birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.

An Eligible Casual Team Member who will be the primary caregiver at the time of birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. A team member cannot receive Primary Caregiver parental leave entitlements:

- > if their Spouse is, or will be, the Primary Caregiver at the time of birth or adoption of their Child.
- > if their Spouse has received or will receive, paid maternity leave, Primary Caregiver entitlements or a similar entitlement from their employer; or
- > if the team member has received, or will receive, Secondary Caregiver parental leave entitlements to their Child.

#### **(e) Parental Leave – Secondary Caregiver**

A team member who has, or will have, completed at least 12 months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

A team member who will be the Secondary Caregiver but has not completed at least 12 months paid continuous service at the time of birth or adoption of their child, is entitled to up to 52 weeks unpaid parental leave.

An Eligible Casual Team Member who will be the Secondary Caregiver at the time of birth or adoption of the child is entitled to up to 52 weeks unpaid parental leave.

Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

A team member cannot receive Secondary Caregiver parental leave entitlements where the team member has received Primary Caregiver parental leave entitlements in relation to their Child.

Parental leave for Secondary Caregiver may start at any time within 12 months after the birth or placement of the child if the team member has a Spouse who is not employed AND the Spouse is the Primary Caregiver for the Child.

#### **(f) Pre Natal Leave**

A pregnant team member will have access to unpaid leave totalling up to 16 hours per pregnancy to enable the team member to attend routine medical appointments associated with the pregnancy. M&OP will be flexible to allow the team member the ability to leave work and return on the same day.

A team member who has a Spouse who is pregnant will have access to unpaid leave totalling up to 16 hours per pregnancy to enable the team member to attend routine medical appointments associated with the pregnancy.

The team member is required to provide a medical certificate from a registered medical practitioner confirming that the team member or their Spouse is pregnant. Each absence of pre-natal leave must also be covered by a medical certificate.

#### **(g) Pre-adoption Leave**

A team member seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

The team member and M&OP should agree on the length of the unpaid leave. Where agreement cannot be reached, the team member is entitled to take up to 16 hours unpaid leave.

Where paid leave is available to the team member, M&OP may require the team member to take such leave instead.

M&OP may require the team member to provide satisfactory evidence supporting the leave, such as confirmation relating to the placement of the Child from the appropriate agency or government authority.

#### **(h) Permanent Care Leave**

If, pursuant to the *Children, Youth and Families Act 2005* (Vic) or any successor to that legislation, a team member (other than a casual team member), is granted a permanent care order in relation to the custody or guardianship of a child and the



team member is the Primary Caregiver for that child, the team member will be entitled to 8 weeks' paid and up to 44 weeks unpaid leave at a time to be agreed with M&OP.

**(i) Grandparent Leave**

A team member, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the team member.

**(j) Continuing to Work while Pregnant**

M&OP may require a pregnant team member to provide a medical certificate stating that the team member is fit to work their normal duties where the team member:

- (i) continues to work within a 6 week period immediately prior to the expected date of birth of the child; or
- (ii) is on paid leave under clause 6.6 (I)

M&OP may require the team member to start parental leave if the team member:

- (i) does not give M&OP the requested certificate within 7 days of the request; or
- (ii) gives M&OP a medical certificate stating that the team member is unfit to work.

**(k) Personal/Carer's Leave**

A pregnant team member, not then on parental leave, who is suffering from an illness not related to the pregnancy may take any paid and/or unpaid personal/carer's leave in accordance with clause 6.2 of this Agreement.

**(l) Transfer to a Safe Job**

Where a team member is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the team member make it inadvisable for the team member to continue at their present work, the team member will be transferred to a safe job with no other change to the team member's terms and conditions of employment until the commencement of parental leave.

If there is no safe job available, the team member is entitled to take paid no safe job leave, or M&OP may require the team member to take no safe job paid leave immediately for a period which ends at the earliest of either:

- (i) when the team member is certified unfit to work during the 6 week period before the expected date of birth by a registered medical practitioner; or
- (ii) when the team member's pregnancy results in the birth of a living child or when the team member's pregnancy ends otherwise than with the birth of a living child.

The entitlement to no safe job leave is in addition to any other leave entitlement the team member has.

**(m) Special Parental Leave**

Where the pregnancy of an team member not then on parental leave terminates other than by the birth of a living child, the team member may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- (i) where the pregnancy terminates during the first 12 weeks, during the certified period/s the team member is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 6.2 of this Agreement
- (ii) where the pregnancy terminates after the completion of 12 weeks, during the certified period/s the team member is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 6.6 (c) and thereafter, to unpaid special maternity leave.

**(n) Notice and Evidence Requirements**

A team member must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the team member must also complete FORM stating:

- (i) that the team member will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
- (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the team member's Spouse; and
- (iii) that for the period of parental leave the team member will not engage in any conduct inconsistent with their contract of employment.

At least 4 weeks before the intended commencement of parental leave, the team member must confirm in writing the intended start and end dates of the parental leave, or advise M&OP of any changes to the notice provided in this clause, unless it is not practicable to do so.

M&OP may require the team member to provide evidence which would satisfy a reasonable person of:

- (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
- (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

A team member will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

M&OP recognises that the timing of placement for an adopted Child may be uncertain. Team members should keep their Leader informed of any changes to the likely placement date and commencement of their parental leave.

#### **(o) Commencement of Parental Leave**

A team member who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

Secondary Caregiver parental leave may commence on the day of birth or placement of the Child.

The Employer and team member may agree to alternative arrangements regarding the commencement of parental leave.

Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

#### **(p) Single Period of Parental Leave**

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

#### **(q) Team Member Couple – Concurrent Leave**

Two team members covered by this Agreement may take up to 8 weeks concurrent leave in connection with the birth or adoption of their Child.

Concurrent leave may commence 1 week prior to the expected date of birth of the Child or the time of placement in the case of adoption.

Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless M&OP otherwise agrees.

#### **(r) Parental Leave and Other Entitlements**

A team member may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 6.6 (t) of this Agreement.

Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and M&OP will grant the team member a day off in lieu, to be taken by the team member immediately following the period of paid parental leave.

Unpaid parental leave under clauses 6.6 (d), (e), (t) and (v) shall not break a team member's continuity of employment but it will not count as service for leave accrual or other purposes.

Team members can resign from their position while on parental leave however; they must provide the required notice of resignation as set out in this Agreement.

#### **(s) Keeping in Touch Days**

During a period of parental leave M&OP and the team member may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

Keeping in touch days must be agreed and be in accordance with section 79A of the *Fair Work Act 2009*.

#### **(t) Extending Parental Leave**

Extending the initial period of parental leave

- (i) A team member who is on an initial period of parental leave of less than 52 weeks under clause 6.6 (d) and (e), may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
- (ii) The team member must notify M&OP in writing at least 4 weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave and completed in the Parental Leave Variation form.

Right to request an extension to parental leave

- (i) A team member who is on parental leave under 6.6 (d) and (e) may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
- (ii) In the case of a team member who is a member of a team member couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the team member couple will have taken in relation to the Child.
- (iii) The team member's request must be in writing and given to M&OP at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the team member's spouse will have taken.
- (iv) M&OP shall consider the request having regard to the team member's circumstances and, provided the request is based on the team member's parental responsibilities, may only refuse the request on reasonable business grounds.
- (v) M&OP will not refuse the request unless M&OP has given the team member a reasonable opportunity to discuss the request before reaching a decision.

- (vi) M&OP will give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response will include the details of the reasons for any refusal.

#### Total period of parental leave

- (i) The total period of parental leave, including any extensions, must not extend beyond 24 months.
- (ii) In the case of a team member couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The team member's entitlement to parental leave under 6.6 (d) and (e) will reduce by the period of any extension taken by a member of the couple under clause 6.6 (t).

#### **(u) Calculation of Pay for the Purposes of Parental Leave**

The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the team member over the past 3 years. The calculation will exclude periods of unpaid parental leave.

The average number of weekly hours worked by the team member, determined in accordance with the above, will be then applied to the annual salary applicable to the team member's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

The team member may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the team member would otherwise be entitled.

#### **(v) Commonwealth Paid Parental Leave**

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

#### **(w) Returning to Work**

##### Returning to work early

- (i) During the period of parental leave a team member may return to work at any time as agreed between M&OP and the team member, provided that time does not exceed 4 weeks from the recommencement date desired by the team member.
- (ii) In the case of adoption, where the placement of an eligible child with a team member does not proceed or continue, the team member will notify M&OP immediately and M&OP will nominate a time not exceeding 4 weeks from receipt of notification for the team member's return to work.

##### Returning to work at conclusion of leave

- (i) At least 4 weeks prior to the expiration of parental leave, the team member will notify M&OP of their return to work after a period of parental leave.
- (ii) Subject to (iii) below, a team member will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a team member transferred to a safe job pursuant to clause 6.6 (l) above, the team member will be entitled to return to the position they held immediately before such transfer.
- (iii) Where such position no longer exists but there are other positions available which the team member is qualified for and is capable of performing, the team member will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **(x) Consultation and Communication during Parental Leave**

Where a team member is on parental leave and a definite decision has been made to introduce significant change at the workplace, M&OP shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the team member held before commencing parental leave; and
- (ii) provide an opportunity for the team member to discuss any significant effect the change will have on the status, pay or responsibility level of the position the team member held before commencing parental leave. During any restructures, the team member will be treated no less favourably than other team members and will be kept informed of the process.

The team member shall take reasonable steps to inform M&OP about any significant matter that will affect the team member's decision regarding the duration of parental leave to be taken, whether the team member intends to return to work and whether the team member intends to request to return to work on a part time basis.

The team member shall also notify M&OP of changes of address or other contact details which might affect the M&OP's capacity to comply with clause 6.6 (x).

#### **(y) Replacement Team Members**

A replacement team member is an employee specifically engaged or temporarily acting on higher duties or transferred, as a result of a team member proceeding on parental leave.

Before M&OP engages a replacement team member M&OP will inform that person of the temporary nature of the employment and of the rights of the team member who is being replaced.

#### **(z) Casual Team Members**

M&OP will not fail to re-engage a casual team member because the team member has accessed parental leave in accordance with this clause. The rights of M&OP in

relation to engagement and re-engagement of casual team members are not affected, other than in accordance with this clause.

#### **(aa) Surrogacy**

M&OP acknowledges a surrogacy arrangement is a private matter. A team member who is a surrogate may apply for parental leave following the specified notice and evidence requirements as detailed in this clause.

As the birth mother, she will be entitled to special maternity leave, a safe work position or paid safe work position leave, consultation requirements, and the right to return to the job held prior to commencing parental leave.

Prior to commencing parental leave the surrogate mother and her Leader will discuss the length of her parental leave and a return to work date. Should M&OP become aware that a team member, who is a surrogate mother, has ceased to have responsibility for the care of the child M&OP may provide written notice requiring her to return to work on a specified day. The specified day will not be a date earlier than 6 weeks following the birth of her child.

### **6.7 COMMUNITY SERVICE LEAVE**

(a) All M&OP team members are entitled to community service leave. If a team member wishes to take community service leave, they must provide M&OP with notice of the absence as soon as possible (which may be after the leave has commenced) and the period or expected period of absence. Community service leave can be taken if the following circumstances apply:

- > Community Volunteering
- > Jury Duty (including jury selection)
- > Voluntary Emergency Management Activity

#### **Community Volunteering**

(b) Team members engaged on a permanent or fixed term basis are entitled to 1 day paid community service leave per annum to engage in community volunteering activities with the following guidelines applying. That the leave:

- > Is being taken to donate blood (off-site), OR
- > Does not conflict with your employment or M&OP's policies, procedures and / or values.

(c) The 1 day must be taken as either 2 x half days or 1 full day. This leave is available to access on an annual basis and does not accrue. Please note that team members employed on a part time / fixed term basis will receive a pro-rata entitlement.

#### **Jury Duty**

(d) Following attendance of jury duty or jury selection, team members are required to provide proof of attendance and the amount of payment received as jury service pay. M&OP will reimburse the difference, if there is any shortfall, between the jury service payment and the team members ordinary pay for contracted or rostered hours (or average over the previous 12 months) concurrent with the jury service.

- (e) Team members should notify their Leader as soon as practicable after they have received notice that they are required to attend jury selection and / or jury duty.

### **Voluntary Emergency Management Activity**

- (f) Team members are entitled to take unpaid community service leave while they are engaged in the activity and for reasonable time travel and rest time.
  - > Voluntary Emergency Management Activity is any of the following activities;
    - Involving dealing with an emergency or natural disaster
    - A team member engages in the activity on a voluntary basis
    - A team member was requested to engage in an activity or it would be reasonable to expect that such a request would have been made if circumstances had permitted
    - A team member is a member of, or has a member-like association with a recognised emergency management body.
- (g) A recognised emergency management body can be one or more of the following:
  - > A body that has a role or function under a plan that is for coping with emergencies / natural disasters (prepared by the Commonwealth or a state or territory).
  - > A fire-fighting, civil defence or rescue body.
  - > Any other body which is mainly involved in responding to an emergency or natural disaster.
  - > The bodies included are: SES, CFA or RSPCA.

## **6.8 LEAVE WITHOUT PAY**

- (a) Executive Leaders have the discretion to approve leave without pay that team members are not otherwise entitled to.

## **6.9 PUBLIC HOLIDAYS**

- (a) Team members are entitled to the following public holidays as declared by either the Commonwealth Government or Victorian Government:

New Year Day - 1 January;

Australia Day - 26 January;

Labour Day - the second Monday in March;

Good Friday;

Easter Saturday;

Easter Monday;



Anzac Day - 25 April;

Queen's Birthday;

Melbourne Cup Day - the first Tuesday in November;

Christmas Day - 25 December;

Boxing Day - 26 December.

- (b) If the applicable legislation does not proclaim or declare a substitute or additional public holiday:
- When Christmas Day is a Saturday or a Sunday, a day in lieu shall be observed on 27 December;
  - When Boxing Day is a Saturday or a Sunday, an additional day shall be observed on 28 December;
  - When New Year's Day is a Saturday or Sunday, an additional day shall be observed on the next Monday;
  - When Australia Day is a Saturday or a Sunday, a day in lieu shall be observed on the next Monday;
  - When Anzac Day falls on Easter Monday, a day in lieu shall be observed on Tuesday 26 April.
- (c) Team members may mutually agree to substitute one of the above listed public holidays for an alternative day or part day. In addition, further substitute or additional days may be declared or proclaimed from time to time by order of the Victorian Government and published in the Government Gazette as provided under the Public Holidays Act 1993 (Vic), and if so then team members shall also be entitled to such public holidays. Where applicable legislation declares or prescribes a substitute public holiday for a public holiday, the substitute public holiday will apply in lieu of the public holiday.
- (d) M&OP may request team members to work on public holidays if there is an event on at the precinct or in other reasonable circumstances. However, a team member may refuse this request to work if the request is not reasonable or the refusal is reasonable. Section 114 of the FW Act lists those matters that must be taken into account in determining whether such a request to work, on a public holidays is reasonable. The parties recognise that, subject to s.114, due to the nature of the business, and due to team member's historically working public holidays as required, team members will in most cases work public holidays when requested.
- (e) Any permanent team member who is absent from work on a day that is a public holiday is entitled to be paid at the Level for which the team member is classified in clause 3.1(b) for their ordinary hours of work on the day or part day.
- (f) Any permanent team member who is required to work on a public holiday shall receive double time for the hours worked on that Public Holiday.

## **PART SEVEN - HEALTH AND SAFETY / STAND DOWN**

### **7.1 PROTECTIVE EQUIPMENT**

- (a) Suitable protective clothing and ear protection, which must be worn as directed, will be supplied by M&OP as required. Mechanical property and/or light requirements (including torches) will also be supplied by M&OP when required.
- (b) Breaches of the safety procedures for protective clothing and ear protection will be treated as misconduct and will lead to disciplinary action which may result in termination.

### **7.2 AUDIOMETRIC TESTS**

- (a) M&OP team members employed under this agreement will undertake an audiometric test within 3 months of commencement and thereafter at intervals of 2 years.
- (b) Where hearing tests are facilitated off site, M&OP will pay team members for 2 hours at their classified rate to attend an offsite hearing test appointment.

### **7.3 STAND DOWN**

M&OP may deduct payment for any part of a day during which a team member cannot usefully be engaged because of any industrial action, breakdown of machinery or equipment or any stoppage of work for any cause for which M&OP cannot reasonably be held responsible. This does not break the continuity of employment of the team member for the purposes of entitlements.

## **PART EIGHT - GRIEVANCE, COMPLAINTS AND DISPUTE RESOLUTION PROCEDURE**

### **8.1 PROCEDURE**

- (a) M&OP supports the right of every team member to lodge a grievance or complaint. A grievance or complaint can be raised as a result of any act, behaviour, omission, situation or decision impacting a team member which they believe is unfair or unjustified.

A grievance is any type of problem, concern or complaint a team member may have about work or your work environment.

A grievance can relate to almost any aspect of employment, which could include, but is not limited to:

- Safety in the workplace
- Team member development or training
- Leave allocation

- Leadership
- Bullying or harassment
- Rosters or hours of work
- General work environment
- Achievement plans and/or review
- This Enterprise Agreement and/or employment conditions
- National Employment Standards
- Any other workplace matter

Grievances or complaints that are found to be vexatious or lacking basis may result in disciplinary action being taken against the team member lodging the grievance.

- (b) Grievances raised by team members either verbally or in writing will be dealt with, where appropriate, by their direct Leader promptly and efficiently to avoid any escalation and / or worsening of issues.

Should the grievance be related to the team members direct Leader the grievance should be raised in the first instance with a member of the People & Culture team.

As a part of M&OP's commitment to ensuring effective grievance resolution, M&OP will use reasonable endeavours to:

- Encourage team members to come forward with grievances
- Deal with grievances in a fair, impartial and supportive way, without victimisation or intimidation of any person connected with the grievance
- Address grievances in a timely manner and in the strictest confidence
- Prevent and resolve grievances
- Address grievances informally in the first instance, if agreed by all parties concerned

Until the steps described in this clause have been completed, work shall continue in a normal manner if it is safe to do so. If there is a bona fide risk to the safety of team members, they will be moved to another part of the workplace, provided it is safe to do so.

Leaders will do their utmost to action grievances objectively, discreetly and promptly. Team members are able, if they wish, to bring a support person to any or all meetings related to their grievance which may be a MEAA delegate or official.

If the matter is not resolved, any party to the grievance may bring it to the attention of a member of the Executive team who will attempt to settle the matter through consultation.

Should the matter remain unresolved, any party to the grievance may bring it to the attention of the Chief Executive Officer who will attempt to settle the matter through consultation.

If the above steps have been exhausted and the matter remains unresolved, either party may refer to clause 8.3.

## **8.2 DISPUTES OF A COLLECTIVE NATURE**

- (a) The parties covered by the agreement acknowledge that disputes of a collective character concerning more than one team member may be dealt with more expeditiously by an early reference to FWC.
- (b) No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC for conciliation.

## **8.3 CONCILIATION**

- (a) Where a dispute is referred for conciliation, a member of FWC may arrange for whatever process the member considers may assist in resolving the dispute to occur.
- (b) Conciliation before FWC shall be regarded as completed when:
  - i. the parties to the dispute have informed the FWC member they have reached agreement on the settlement of the dispute; or
  - ii. the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
  - iii. the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the dispute.

## **8.4 ARBITRATION**

- (a) If the dispute has not been settled when conciliation has been completed, either party to the dispute may request that FWC proceeds to determine the dispute by arbitration.
- (b) Where a member of FWC has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.

- (c) Subject to sub clause 8(d) below, the determination of FWC is binding upon the persons covered by this agreement.
- (d) An appeal lies to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

## **8.5 CONDUCT OF MATTERS BEFOR FWC**

- (a) Subject to any agreement between the parties to the dispute in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5 1 of the Fair Work Act.

# **PART NINE — PERMFORMANCE IMPROVEMENT & MANAGEMENT - DISCIPLINE**

## **9.1 GENERAL PROVISIONS**

- (a) M&OP is committed to ensuring the provision of a workplace in which all team members are treated with equity, fairness and confidentiality in all aspects of their working relationships. In any workplace, matters may arise that require processes to manage or improve an individual's work performance or conduct.

Team members performance includes but is not limited to job performance, the manner, quality, quantity or work related activities. Team members conduct or behaviour at work includes but is not limited to compliance with M&OP expectations, policies and procedures.

The performance improvement and management process aims to achieve a positive resolution of an unsatisfactory situation involving performance and/or conduct or behaviour at work. It is an opportunity for the business to outline expectations and the consequences if those expectations are not met.

Below sets out the approach for addressing all coaching and disciplinary related matters;

- (b) The disciplinary process provides a stepped process for dealing with, instances of, or ongoing matters of, unsatisfactory performance and/or conduct or behaviour. During the process team members are provided an opportunity to understand and meet M&OP's expectations and/or requirements. The process at M&OP comprises of 4 Steps, these are:
  - Step 1. Verbal Warning (Informal coaching discussion)
  - Step 2. First Written Warning (Formal)
  - Step 3. Final Written Warning (Formal)
  - Step 4. Termination of Employment

The steps provide the team member the opportunity to understand the expectations of the business in relation to their role. There may be occasions where an issue is regarded as serious and requires immediate action. In such a case it may be necessary to proceed immediately to the final warning stage, Step 3 in the process. An issue of a very serious nature may warrant dismissal (with or without notice). Meaning it is necessary to proceed immediately to termination of employment, Step 4 in the process.

- (c) Performance and / or conduct or behaviour issues of an informal and formal nature will be addressed as soon as reasonably practicable and in most cases by the direct Leader.
- (d) Discussions or meetings may be held out of business hours or over the phone as deemed necessary and by mutual agreement. As each case will depend upon its own circumstances, there are no set time limits between the steps, M&OP will ensure that any matters regarding performance and / or conduct or behaviour are addressed within a reasonable timeframe.
- (e) In cases of misconduct, the leader may carry out an investigation into the incident to determine all the facts available prior to asking the team member to attend a formal meeting. This may include, but not limited to, obtaining statements from witnesses and reviewing relevant employee records.
- (f) The details of the complaints or allegations against the team member will be outlined in the letter inviting them to a disciplinary meeting and any evidence available shared with the team member prior to the meeting, so that they are able to prepare their response to the complaints or allegations.
- (g) Where M&OP requires a casual team member who is the subject of the disciplinary process to attend at M&OP, that team member shall attend and after the first hour shall then be paid at their usual hourly rate for the time that they are required by M&OP to be present. The team member shall not be paid for any time during which the team member is consulting separately with persons other than M&OP. The first hour shall only be paid should following an investigation or meeting no action is taken and it is concluded that the team member has no case to answer.
- (h) Where M&OP requires a casual team member (other than the team member who is the subject of the disciplinary process) to attend at M&OP in relation to a disciplinary matter, they shall attend. If the attendance is before or after their rostered staff, their usual hourly rate shall apply. If the attendance is at another time, then they shall attend and be paid for their minimum call, as stated in this Agreement.
- (i) Suspension will be used where the complaints or allegations are deemed serious misconduct and/or where there would likely be a detriment to M&OP or the public (including a risk that evidence may be destroyed or interfered with) by allowing the team member to continue with their normal duties. The team member will continue to receive full ordinary pay or average length of rostered shifts during any period of suspension.
- (j) If during the process M&OP forms the view that there is no case to answer this will be made clear to the team member in writing and kept on their personnel file.

- (k) Any dispute arising relating to the outcome of Performance Improvement and Management can be resolved by following the Grievance, Complaint and Dispute Resolution process except where the outcome of this process is termination, in which case clause 9.6 may apply.
- (l) Decisions made relating Performance Improvement and Management will be done so in accordance with the Victorian Public Sector Fair and Reasonable Treatment Guidelines.

## **9.2 STEP 1 – COACHING / VERBAL WARNING (INFORMAL)**

- (a) It is the leader's responsibility to address unsatisfactory performance and/or conduct or behaviour and often in the case of minor breaches an informal coaching discussion on the job can be used to achieve the desired change.
- (b) On the first occasion where poor performance or conduct becomes a matter of concern, the team member's direct leader will speak to them and make a note / record of the discussion. The leader may notify their immediate leader of the discussion and advise that an informal verbal warning has been issued. A copy of the note / record will be provided to the team member.
- (c) For more serious issues, or when the results of informal verbal warnings have not been satisfactory, the leader will progress to the next step, Step 2 of the formal process.
- (d) Please note that an informal warning is not a precondition to commencing the formal disciplinary process.

## **9.3 STEP 2 – FIRST WRITTEN WARNING (FORMAL)**

- (a) The team member will be advised of the issue(s) or allegation(s) that require action and asked to attend a formal meeting to discuss the performance and/or conduct or behavioural issue. Written notification of this meeting will be provided to the team member. The team member will be advised that they are able to be accompanied by a support person, if they wish. The leader must have a witness present; this may be another leader in the business or a member of the People & Culture team.
- (b) The complaints or allegations against the team member will be clearly outlined and they will be given an opportunity to respond to the complaints or allegations during the meeting. The leader will explain the consequences if the problem is not resolved, and the timeframes allowed for resolution.
- (c) M&OP may elect to conduct further investigations. The details and outcome of the matter will be recorded in a letter. The letter will additionally state that continuing failure to correct the performance issues, or any further instances of the unacceptable conduct or behaviour, may result in further disciplinary action, up to and including dismissal. Where appropriate, the letter will detail any improvement actions required and the time line for improvement.
- (d) The letter may also detail the length of time that the First Written Warning remains active, which will be determined at the time the warning is issued.

- (e) A copy of the letter detailing the First Written Warning will be issued to the team member and the original signed copy placed on their file. Should the team member believe that some or all of the content of the letter is not a true reflection of the meeting, the leader will make a note to that effect on the file copy.

#### **9.4 STEP 3 – FINAL WRITTEN WARNING (FORMAL)**

*Please note: If the issue is regarded as 'misconduct' the disciplinary process may start at this step.*

- (a) If the problem has not been resolved, following the timeframe outlined in the meeting detailed in Step 2, the leader will take further steps to correct the problem.
- (b) The team member will be advised of the issue(s) or allegation(s) and asked to attend a formal meeting to discuss the performance and/or conduct or behavioural issue. Written notification of this meeting will be provided to the team member. The team member will be advised that they are able to be accompanied by a support person, if they wish. The leader must have a witness present; this may be another leader in the business or a member of the People & Culture team.
- (c) The issue and/or allegations against the team member will be clearly outlined and they will be given an opportunity to respond to the complaints or allegations in the meeting. The leader will explain the consequences if the issue is not resolved, and the timeframes allowed for resolution.
- (d) M&OP may elect to conduct further investigations. The details and outcome of the matter will be recorded in a letter. The letter will additionally state that continuing failure to correct the performance issues, or any further instances of the unacceptable conduct or behaviour, may result in further disciplinary action, up to and including dismissal. Where appropriate, the letter will detail any improvement actions required and the time line for improvement.
- (e) The letter may also detail the length of time that the Final Written Warning remains active, which will be determined at the time the warning is issued.
- (f) A copy of the letter detailing the Final Written Warning will be issued to the team member and the original signed copy placed on their file. Should the team member believe that some or all of the content of the letter is not a true reflection of the meeting, the leader will make a note to that effect on the file copy.

#### **9.5 STEP 4 – TERMINATION OF EMPLOYMENT**

*Please note: If the issue is regarded as 'Serious Misconduct' and may warrant dismissal (with or without notice) the disciplinary process may start at this step.*

- (a) If the problem has not been resolved, following the timeframe outlined in the meeting detailed in Step 3, the leader will take further steps to correct the problem.



- (b) The team member will be advised of the issue(s) or allegation(s) and asked to attend a formal meeting to discuss the performance and/or conduct or behavioural issue. Written notification of this meeting will be provided to the team member. The team member will be advised that they are able to be accompanied by a support person, if they wish. The leader must have a witness present; this will be a member of the People & Culture team.
- (c) The complaints or allegations against the team member will be clearly outlined and they will be given an opportunity to respond to the complaints or allegations in the meeting. At the meeting all the information available will be shared and outlined to the team member. The team member will be provided the opportunity to put forward any information they would like the leader to take into account as a reason why their employment should not be terminated.
- (d) Should the team member share facts or provide explanation of circumstances that the leader is unaware; the meeting will be adjourned while the information and facts are reviewed. The team member may be suspended (see General Provisions section above) while further investigations are completed. M&OP may choose to further discuss the matter with the team member, or further investigate (which may include a further meeting(s), or make a decision after the team member is given the opportunity to respond.
- (e) Termination of employment is the step taken after the team member has either been through the disciplinary steps (listed above) and failed to improve their performance in accordance with M&OP expectations or it is found that the team member's conduct is considered serious or wilful and they are dismissed (with or without notice). No termination under this clause shall occur without the prior notification to People and Culture
- (f) The details and outcome of the matter will be recorded in a letter. A copy of the letter detailing the reason for termination of employment will be issued to the team member and the original signed copy placed on their file.
- (g) Employment may be terminated by either M&OP or a team member at any time by the giving of the listed notice in writing or, in the case of M&OP, by payment in lieu of the notice. However, if any team member does not work the notice period M&OP may withhold payment for the non-worked period.

#### **Period of Continuous Service**

#### **Period of Notice**

Up to the completion of 1 year

1 week

Over 1 year and up to the completion of 3 years

2 weeks\*

Over 3 years and up to the completion of 5 years

3 weeks\*

Over 5 years

4 weeks\*

\* Add 1 extra week if over 45 years of age with not less than 2 years continuous service

**Note:**

*For the purpose of calculating a notice payment, one week is based on 38 hours ordinary time for permanent full time team members (pro-rata for permanent part-time team members).*

*The above notice period will not apply if a team member is guilty of serious and wilful misconduct of such a nature that it would be unreasonable for M&OP to be required to continue employment during the notice period.*

- (h) Unused and pro rata Annual Leave will be paid. Long Service Leave payment, if applicable, will be paid in accordance with Clause 6.7.
- (i) For Casual team members employment may be terminated by either M&OP or the team member at any time without the requirement of a period of notice. However, M&OP will pay wages for time worked up to the end of the call for that shift.

## **9.6 UNFAIR DISMISSAL RIGHTS**

It is acknowledged that notwithstanding the disciplinary process above, team members may also have rights to bring unfair dismissal claims in the FWC.

## **9.7 REDUNDANCY/REDEPLOYMENT**

The Victorian Government policies in relation to public sector redundancy and redeployment are set in the *Public Sector Industrial Relations Policies 2015* or its successor. The policies apply to M&OP, but do not form part of this Agreement.

# **PART TEN — FLEXIBILITY PROVISIONS**

## **10.1 RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS**

- (a) In accordance with and pursuant to section 65 of the Fair Work Act, a team member may request a change in their working arrangements on the basis of the following circumstances:
  - (i) the team members is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (ii) the team member is a carer (within the meaning of the Carer Recognition Act 2010);
  - (iii) the team member has a disability;
  - (iv) the team member is 55 or older;
  - (v) the team member is experiencing violence from a member of the employee's family;
  - (vi) the team member provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

**Note:** Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- (b) To avoid doubt, and without limiting clause 10.1 (a), a team member who is a parent, or has responsibility for the care, of a child; and is returning to work after taking leave in relation to the birth or adoption of the child may request to work part-time to assist the Employee to care for the child.
- (c) A team member is not entitled to make a request under this clause unless:
  - (i) they are a permanent team member and have completed at least 12 months of continuous service with M&OP immediately before making the request; or
  - (ii) they are a long term casual team member of the M&OP immediately before making the request; and have a reasonable expectation of continuing employment with M&OP on a regular and systematic basis.
- (d) A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change. On receipt of a request by a team member under this clause, M&OP must give the team member a written response within 21 days, stating whether it grants or refuses the request. M&OP may only refuse the request on reasonable business grounds.
- (e) Without limiting what are reasonable business grounds for the purposes of clause 10.1 (d), reasonable business grounds include the following:
  - (i) that the new working arrangements requested by the team member would be too costly for M&OP;
  - (ii) that there is no capacity to change the working arrangements of other team members, or recruit new team members, to accommodate the new working arrangements requested;
  - (iii) that it would be impractical to change the working arrangements of other team members, or recruit new team members, to accommodate the new working arrangements requested;
  - (iv) that the new working arrangements requested by the team member would be likely to result in a significant loss in efficiency or productivity;
  - (v) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- (f) If the Employer refuses the request, the written response under clause 10.1 (d) must include details of the reasons for the refusal.

## **10.2 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

- (a) Notwithstanding any other provision of this Agreement, M&OP and an individual team member may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of M&OP and the individual team member. The terms M&OP and the individual team member may agree to vary the application of are those concerning:
  - (i) arrangements for when work is performed as set out in this Agreement
  - (ii) overtime rates;
  - (iii) penalty rates;

- (iv) allowances; and
  - (v) leave loading.
- (b) M&OP and the individual team member must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual team member has commenced employment with M&OP.
- (c) The agreement between M&OP and the individual team member must:
  - (i) be confined to a variation in the application of one or more of the terms listed in clause 10(a); and
  - (ii) be about permitted matters under section 172 of the Fair Work Act 2009 (Cth); and
  - (iii) not be unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
  - (iv) result in the team member being better off overall at the time the agreement is made than the team member would have been if no individual flexibility agreement had been agreed to.
- (d) The agreement between M&OP and the individual team member must also:
  - (i) be in writing, name the parties to the agreement and be signed by M&OP and the individual team member and, if the team member is under 18 years of age, the team member's parent or guardian;
  - (ii) state each term of this Agreement that M&OP and the individual team member have agreed to vary;
  - (iii) detail how the application of each term has been varied by agreement between M&OP and the individual team member;
  - (iv) detail how the agreement results in the individual team member being better off overall in relation to the individual team member's terms and conditions of employment; and
  - (v) state the date the agreement commences to operate.
- (e) M&OP must give the individual team member a copy of the agreement and keep the agreement as a time and wages record.
- (f) Except as provided in clause 10(d)(i), the agreement must not require the approval or consent of a person other than M&OP and the individual team member.
- (g) M&OP must provide a written proposal to the team member. Where the team member's understanding of written English is limited, M&OP must take measures, including translation into an appropriate language, to ensure the team member understands the proposal.
- (h) The agreement may be terminated:
  - (i) by M&OP or the individual team member giving written notice of not more than 28 days to the other party; or

- (ii) at any time, by written agreement between M&OP and the individual team member.
- (i) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between M&OP and an individual team member contained in any other term of this Agreement

## **APPENDIX A - ACCIDENT MAKE-UP PAY**

### **A 1 ARRANGEMENT**

| <b>Subject</b>                  | <b>Clause No.</b> |
|---------------------------------|-------------------|
| Arrangement                     | A1                |
| Intent                          | A2                |
| Maximum Period of Payment       | A3                |
| Accident Make-Up Pay            | A4                |
| Qualifications for Payment      | A5                |
| Death of a team member          | A6                |
| Variation of Compensation Rates | A7                |
| Absence on Other Paid Leave     | AB                |
| Furnishing Of Evidence          | A9                |
| Medical Examination             | A10               |
| Termination of Employment       | A11               |
| Interruption of Work            | AI2               |
| Redemption of Weekly Payments   | A13               |
| Damages Claims                  | A14               |
| Safety Regulations              | AI5               |
| Disputes                        | A16               |

### **A 2 INTENT**

Subject to the conditions contained in this schedule, M&OP will pay accident make-up pay to any current team member, covered under the terms of this Agreement between M&OP and a team member of M&OP, who has sustained an injury as

defined by the *Workplace Injury Rehabilitation and Compensation Act 2013* ("the Act"), and is in receipt of compensation payments in accordance with the Act.

### **A 3 MAXIMUM PERIOD OF PAYMENT**

Accident make-up pay will be payable for a maximum period or aggregate periods not exceeding thirty nine (39) weeks in respect of incapacity arising from any one injury.

### **A 4 ACCIDENT MAKE-UP PAY**

Accident make-up pay means a fortnightly payment of an amount to a team member during a period of total or partial incapacity (as defined) for the relevant period pursuant to the Act.

- (a) **Total Incapacity** for this purpose means the difference between the amount of compensation that the team member receives under the Act, and the amount of ordinary time wages and allowances that would have been paid to the team member for the fortnight in question in accordance with the normal rate of pay (as defined) to which the team member was entitled at the date of injury, if the team member had been performing normal duties.
- (b) **Partial Incapacity** for this purpose, means the difference between the amount of compensation the team member receives under the Act plus the average fortnightly amount the team member is earning in suitable employment (as defined), and the amount of ordinary time wages and allowances that would have been paid to the team member for the fortnight in question in accordance with the normal rate of pay to which the team member was entitled at the date of injury, if the team member had been performing normal duties.
- (c) **Suitable Employment** means employment with M&OP at the time of injury as determined expressly or by implication by the Workers' Compensation Board or as agreed between M&OP and the team member or by a legally qualified medical practitioner provided and paid for by M&OP.
- (d) **Normal Rate of Pay** means the rate of pay the team member would be paid for performance of the team member's predominant role in accordance with clause 3.1 of the Agreement.

### **A 5 QUALIFICATIONS FOR PAYMENT**

A team member who is subject to the application of this schedule will upon receiving payment of compensation, and continuing to receive such payment within the meaning of the Act, be paid accident make-up pay by M&OP, being liable to pay compensation under the Act, provided that:

- (a) Accident make-up pay will only be payable to a team member whilst such team member remains in the employ of M&OP, and then only for such period as the team member receives a fortnightly payment under the Act.
- (b) Accident make-up pay is not payable in respect of an injury of gradual onset (as defined), unless the team member has been employed by M&OP at the time of incapacity for a minimum period of three months.

**An injury of gradual onset** is as defined in the definition of injury in Section 5 of the Act.

- (c) Accident make-up pay will cease from the date of the refusal or the failure of a partially incapacitated team member to commence and/or perform suitable employment as defined.
- (d) A team member may, at the time of engagement be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately or knowingly declared, the team member will forfeit the entitlement to accident make-up pay under this policy.

#### **A 6 DEATH OF A TEAM MEMBER**

The right to payments will terminate on the death of a team member who has entitlement under this schedule. Further, no sum will be payable to the legal personal representative, next of kin, assignee or dependant of the deceased team member, with the exception of accident make-up pay accrued up to the time of death of an eligible team member.

#### **A 7 VARIATION OF COMPENSATION RATES**

In the event of a change in the rate of compensation payable to a team member under the Act the amount of accident make-up pay payable to that team member may increase or decrease in accordance with the provisions of clause A4 of this Appendix.

#### **A 8 ABSENCE ON OTHER PAID LEAVE**

- (a) A team member will not be entitled to accident make-up pay in respect of any period of paid annual leave or long service leave or for any public holiday as prescribed in the Agreement.
- (b) M&OP will not cause a team member to proceed on any paid leave for the sole purpose of avoiding the payment of accident pay.

#### **A 9 FURNISHING OF EVIDENCE**

- (a) A team member who receives a payment for incapacity in accordance with the Act will, as a condition of entitlement under this Appendix, furnish from time to time to M&OP and as required by M&OP evidence of such payment.
- (b) A team member who is receiving or has received accident pay in respect of an injury will, if required by M&OP or another person acting on behalf of M&OP, authorises M&OP to obtain information concerning such injury or compensation payable in respect of the team member from the insurance company that is liable to pay compensation to the team member pursuant to the Act.

#### **A 10 MEDICAL EXAMINATION**

Nothing in this Appendix will in any way be taken as restricting or removing the right of M&OP to require the team member to submit to an examination by a legally qualified medical practitioner chosen by M&OP and provided and paid for by M&OP. If the team member refuses to submit to, or in any way obstructs such an examination then that team member's right to receive or continue to receive accident make-up pay will be suspended until such examination has taken place.

## **A 11     TERMINATION OF EMPLOYMENT**

Nothing in this Appendix will affect the right of M&OP to terminate the employment of any team member under the terms of Part 9 of the Agreement, and M&OPs liability under this Appendix will cease from the date of such termination. Provided that no team member will be terminated for the purpose of avoiding payment of accident make-up pay.

## **A 12     INTERRUPTION OF WORK**

- (a) A team member will not be entitled to payment of accident make-up pay during any strike that occurs in the section or sections in which a team member is employed or is normally employed, if the team member is subject to accident make-up pay in respect of partial incapacity in accordance with sub-clause A4(i) of this Appendix, and the team member is scheduled to work on the day or days of such strike.
- (b) This clause will not affect the right of a team member to payments under this Appendix where the team member is totally incapacitated at the time of a strike.

## **A 13     REDEMPTION OF WEEKLY PAYMENTS**

Where there is redemption of weekly compensation payments by payment under the Act of a lump sum M&OP's liability to pay accident make-up pay will cease from the date of such redemption.

## **A 14     DAMAGES CLAIMS**

A team member who is receiving accident make-up pay will advise M&OP of any action he/she may institute or any claim the team member may make for damages.

- (a) Further, the team member will also authorise M&OP to obtain information as to the progress of any claim in accordance with this sub-clause from the team member's solicitors, and will if required provide M&OP with authority to charge on any money payable pursuant to any verdict or settlement on that injury.
- (b) Where the team member obtains a verdict or monetary settlement for damages against M&OP, in respect of any injury for which the team member has received accident make-up pay, M&OPs liability to apply accident make-up pay will cease from the date of such verdict or settlement.
- (c) If a verdict or settlement for such damages is not reduced either wholly or partly by the amount of the accident make-up pay made by M&OP, then the team member will immediately upon settlement reimburse to M&OP any amount of accident make-up pay already received in respect of that injury by which the settlement has not been reduced.

## **A 15     SAFETY REGULATIONS**

M&OP will not pay accident pay in accordance with this Appendix when a team member is knowingly in breach of a statutory safety regulation or is wilfully or knowingly in breach of M&OP occupational health and safety regulation.



## **A 16     DISPUTES**

In the event of any grievance, dispute or claim arising as to the entitlement of a team member to accident make-up pay under the terms of this Appendix, the matter will be resolved in accordance with clause 8.1 – Grievance, Complaints and Dispute Resolution Procedure of the Agreement.

## **SCHEDULE 1 – CLASSIFICATION & RATES TABLE**

| (a) On approval of this agreement, all team members will receive the following minimum rates of pay, less appropriate taxation. |                |        |             |        |             |        |             |        |   |
|---|----------------|--------|-------------|--------|-------------|--------|-------------|--------|---|
|   | 17 August 2016 |        | 1 July 2017 |        | 1 July 2018 |        | 1 July 2019 |        | Classification Indicators   |
|   | + 3%           |        | + 3%        |        | + 3%        |        | + 3%        |        |   |
| LEVEL   | Permanent      | Casual | Permanent   | Casual | Permanent   | Casual | Permanent   | Casual |   |
| Level 4   | 32.87          | 36.90  | 33.86       | 38.01  | 34.87       | 39.15  | 35.92       | 40.32  | Sector Supervisor<br>Merchandise Event Officer  |
| Level 3   | 27.33          | 30.67  | 28.15       | 31.59  | 28.99       | 32.54  | 29.86       | 33.51  | Operations Supervisor<br>Superbox Supervisor<br>Cleaning Supervisor<br>Car Parking/Access Control<br>Event Security Supervisor<br>Patron Services Supervisor<br>Event Security<br>Storeperson<br>Teller<br>Outlet Supervisor                                    |
| Level 2   | 25.85          | 29.02  | 26.63       | 29.89  | 27.42       | 30.79  | 28.25       | 31.71  | Arena & stadium Operations<br>Venue Specialist<br>Superbox Host<br>Car Park Attendant<br>Event Reception<br>Event Information Desk<br>Sign On Assistant<br>Ticketing Assistant<br>Merchandise Runner<br>Merchandise Seller<br>Patron Services<br>Program Seller |
| Level 1   | 22.90          | 25.66  | 23.59       | 26.43  | 24.29       | 27.22  | 25.02       | 28.04  | Cleaners  |

## SCHEDULE 2 – CLASSIFICATION & RATES TABLE (TRANSITION)

|   |           | 17 August 2016 | 1 July 2017 |           | 1 July 2018 |           | 1 July 2019 |           | Comments |
|---|-----------|----------------|-------------|-----------|-------------|-----------|-------------|-----------|----------|
|   |           | + 3%           | + 3%        |           | + 3%        |           | + 3%        |           |          |
| OLD   | NEW LEVEL | Permanent      | Casual      | Permanent | Casual      | Permanent | Casual      | Permanent | Casual   |
| Group 6**   | Level 4   | 35.49          | 39.77       | 36.55     | 40.96       | 37.65     | 42.19       | 38.78     | 43.46    |
| Group 5   |           | 32.87          | 36.90       | 33.86     | 38.01       | 34.87     | 39.15       | 35.92     | 40.32    |
| Group 4**   | Level 3   | 29.93          | 33.68       | 30.83     | 34.69       | 31.75     | 35.73       | 32.71     | 36.80    |
| Group 3   |           | 27.33          | 30.67       | 28.15     | 31.59       | 28.99     | 32.54       | 29.86     | 33.51    |
| Group 2   | Level 2   | 25.85          | 29.02       | 26.63     | 29.89       | 27.42     | 30.79       | 28.25     | 31.71    |
| Group 1   | Level 1   | 22.90          | 25.66       | 23.59     | 26.43       | 24.29     | 27.22       | 25.02     | 28.04    |
| **Note: Clause 3.1 (c)(d) and (e) of this Agreement to apply. |           |                |             |           |             |           |             |           |          |

## Signatories

EXECUTED as an Agreement


SIGNED on behalf and with the authority of MELBOURNE & OLYMPIC PARKS TRUST by:

Signature of the Authorised Person:

Name in Full:

Address:

Explanation of Authority:

  
Tanya Evans  
5/1 Westley Ave, NANTHOE VIC 3079  
Workforce Planning Manager

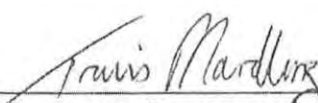
In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:

  
TRAVIS MARK HARDING  
CHIEF FINANCIAL OFFICER  
7 Rocklands Rd, ASHWOOD.

On this date:

16/2/17

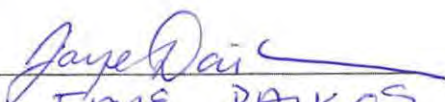
SIGNED by a representative of the team members covered by the Agreement:

Signature of Authorised Person:

Name in Full:

Address:

Explanation of Authority:

  
FANIE DALKOS  
40 MITCHELL STREET NORTHCOTE  
EMPLOYEE REPRESENTATIVE  
CASUAL EMPLOYEE AT MOP


In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:

  
LINDA CABRAL  
ADMINISTRATOR  
95 REGENT ST PRESTON

On this date:

24/2/2017

SIGNED by a representative of the  
Media and Entertainment Arts Alliance  
(MEAA):

Signature of Authorised Person:

Name in Full:

Address:

Explanation of Authority:



PAUL MURPHY

245 CHALMERS ST. REDFERN 2016

CHIEF EXECUTIVE

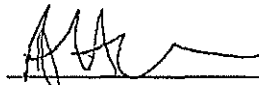
In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:



ANTHONY HACK

ORGANISER

C/- MEAA, LV3, 365 QUEEN ST  
MELBOURNE 3000

On this date:

FEBRUARY 23 2017