



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Melbourne Stadiums Limited
(AG2015/7547)

MELBOURNE STADIUMS LIMITED ENTERPRISE AGREEMENT 2015

Amusement, events and recreation industry

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 17 DECEMBER 2015

Application for approval of the Melbourne Stadiums Limited Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Melbourne Stadiums Limited Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Melbourne Stadiums Limited. 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 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.

[4] The Agreement was approved on 17 December 2015 and, in accordance with s.54, will operate from 24 December 2015. The nominal expiry date of the Agreement is 16 December 2016.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code G, AE417149 PR575145>

**Melbourne Stadiums Limited
Enterprise Agreement 2015**

Table of contents

| | | |
|-----------|---|-----------|
| 1 | Title..... | 1 |
| 2 | Interpretation and Definitions..... | 1 |
| 3 | Operation and Nominal Expiry Date..... | 2 |
| 4 | Parties, Scope and Application of Agreement | 3 |
| | 4.1 General | 3 |
| 5 | Classification Structure | 3 |
| | 5.1 Classifications | 3 |
| | 5.2 Classification Flexibility..... | 3 |
| 6 | Payment of Salary and No Disadvantage | 3 |
| | 6.1 Payment of Salary | 3 |
| | 6.2 No Disadvantage to the Award..... | 4 |
| 7 | Pay Increases, Base Rates of Pay and Casual Hourly Rates of Pay..... | 4 |
| 8 | Overtime..... | 4 |
| 9 | Attendance at Work..... | 4 |
| 10 | Rosters and Work Scheduling..... | 4 |
| | 10.1 Rest period after hours worked | 4 |
| | 10.2 Rostered Days Off/Long Breaks..... | 4 |
| | 10.3 Posting of Rosters, Attendance and Roster Changes..... | 5 |
| | 10.4 Meal Breaks..... | 5 |
| | 10.5 Work on a Rostered Day Off..... | 5 |
| | 10.6 Scheduling Rostered Days Off on Public Holidays | 6 |
| | 10.7 Rostering of Ordinary Hours | 6 |
| 11 | Employment Status and Ordinary Hours | 6 |
| | 11.1 General | 6 |
| | 11.2 Full-Time Employees | 6 |
| | 11.3 Part-Time Employees | 6 |
| | 11.4 Casual Employees..... | 6 |
| | 11.5 Fixed-Term Employees..... | 7 |
| 12 | Multi- Hiring | 7 |
| 13 | Leave and Public Holidays | 8 |
| | 13.1 Personal/Carer's Leave | 8 |
| | 13.2 Bereavement Leave..... | 8 |
| | 13.3 Annual Leave..... | 9 |
| | 13.4 Unpaid and Paid Parental Leave..... | 9 |
| | 13.5 Long Service leave | 9 |
| | 13.6 Public Holidays | 9 |
| 14 | Car Parking | 10 |
| 15 | Uniforms & Laundry | 10 |
| 16 | Training | 10 |
| 17 | Dispute Settlement Training Leave | 10 |
| 18 | Workplace Union Delegates | 11 |
| 19 | Time Off During Notice Period..... | 11 |
| 20 | Staff Meals | 11 |
| 21 | Superannuation | 11 |
| 22 | Notice of Termination..... | 12 |

| | | |
|-----------|--|-----------|
| 23 | Consultation and Dispute Settlement Procedure..... | 12 |
| 23.1 | Consultation..... | 12 |
| 23.2 | The Consultation Procedure..... | 12 |
| 23.3 | Changes to an Employee's Ordinary Hours and/or Regular Roster..... | 13 |
| 23.4 | Dispute Settlement Procedure..... | 13 |
| 24 | Anti-discrimination..... | 14 |
| 25 | Flexibility..... | 14 |
| | | |
| | Schedule 1..... | 16 |
| | Schedule 2 | 19 |

Recitals

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

Now it is agreed as follows:

1 Title

This Agreement will be known as the Melbourne Stadiums Limited Enterprise Agreement 2015.

2 Interpretation and Definitions

2.1 In this Agreement, unless the context requires otherwise:

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

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

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

Agreement means the Melbourne Stadiums Limited Enterprise Agreement 2015;

Applicable Award means, in respect of Employees engaged in classifications under this Agreement, the following Awards:

- (a) Amusement, Events and Recreation Award 2010;
- (b) any other Award that, but for this Agreement, would regulate the terms and conditions of Employees engaged in classifications under this Agreement.

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

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

Casual Employee means an Employee engaged as such under clause 11.4;

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

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

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

Event Employee means an Employee engaged to perform the duties and functions associated with customer service, venue set-up, ticket selling, ushering, security and crowd control (other than full-time security functions), information, merchandising, functions, car parking, administration (other than Full-Time Employees engaged to perform administration duties in the corporate offices of the Company) and any other roles of a 'customer service' nature associated with the staging of an Event or the day to day operation of the Stadium, except where those roles are otherwise provided for under this Agreement;

Fixed-Term Employee means an Employee engaged as such under clause 11.5;

Full-Time Employee means an Employee employed as such under clause 11.2;

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

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

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

Ordinary Hours and Ordinary Hour means the hours of work for an Employee prescribed, where applicable, in clauses 11.2, 11.3 and 11.4;

Ordinary Time Rate of Pay means the rate of pay for each Ordinary Hour or all Ordinary Hours for which an Employee performs work and will be made up of the Base Rate of Pay, but does not include any loadings or penalties payable;

Overtime Rate has the meaning given to it by clause 8;

Part-Time Employee means an Employee employed as such under clause 11.3;

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

Roster Cycle means a 28 consecutive day period in which work is Rostered, as predetermined by the Roster;

Roster Period means a 7 consecutive day period set out within a Roster Cycle;

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

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

Union means the Media Entertainment and Arts Alliance.

3 Operation and Nominal Expiry Date

- 3.1 This Agreement will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement will be 1 year after the date on which this Agreement is approved by the Fair Work Commission.

- 3.2 The parties agree to commence negotiating in good faith the terms of a new enterprise agreement to replace this Agreement no later than three months prior to the nominal expiry date of the Agreement.

4 Parties, Scope and Application of Agreement

4.1 General

- (a) This Agreement applies to the Company and the Employees who, for the major and substantial part of their working time, perform work within the classifications set out in Schedule 2 and whose positions are identified in clause 4.1(e).
- (b) This Agreement entirely replaces and operates to the exclusion of all awards and/or enterprise agreements which previously applied or, but for this Agreement, may otherwise apply to an Employee, unless expressly provided for in this Agreement.
- (c) This Agreement and its terms are inclusive of all subject matters that could come within the scope of the Agreement under the provisions of the Act, and is in full settlement of all issues that might arise between the parties to this Agreement while the Agreement is in operation. This Agreement regulates in whole and exclusively the conditions of employment for the Employees.
- (d) Employees will not, either individually, collectively or through any representative(s), pursue any extra claims, either award or over award, for the duration of this Agreement. The rates of pay set out in this Agreement absorb, to the extent possible, any minimum safety net adjustment or any changes in rates of pay arising from any decision of the Fair Work Commission or any successor body handed down during the life of this Agreement.
- (e) This Agreement will apply to:
 - (i) Event Employees; and
 - (ii) Car Park Employeeswhose positions fall within the classifications contained in Schedule 2.
- (f) The parties acknowledge that Casual Employees may be protected from unfair dismissal, subject to the provisions of the Act. Nothing in this Agreement is intended to remove any protection from unfair dismissal that a Casual Employee may have under the Act.

5 Classification Structure

5.1 Classifications

Employees will be classified in accordance with Schedule 2.

5.2 Classification Flexibility

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

6 Payment of Salary and No Disadvantage

6.1 Payment of Salary

- (a) Casual Employees will, unless agreed otherwise, be paid on a weekly basis.

- (b) Full-Time and Part-Time Employees will, unless agreed otherwise, be paid on a monthly basis provided that Full-Time and Part-Time Employees who are paid on a weekly basis will continue to be paid in this manner unless the Employee requests, in writing, to be paid on a monthly basis.
- (c) Employees will be paid by electronic funds transfer into a nominated bank (or other recognised financial institution) account.

6.2 No Disadvantage to the Award

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

7 Pay Increases, Base Rates of Pay and Casual Hourly Rates of Pay

The applicable Base Rates of Pay or Casual Hourly Rates of Pay for each classification of Employees are set out in Schedule 2. The Base Rates of Pay and Casual Hourly Rates of Pay set out in Schedule 2 will apply from 7 September 2015.

8 Overtime

- 8.1 Subject to clause 11.2(c) and 11.3(b), any work performed outside of the Ordinary Hours as determined and set out in the Roster in accordance with clause 10.3(a)(i) will be paid at the Overtime Rate of time and three quarters.
- 8.2 For the removal of doubt, this clause does not apply with respect to Casual Employees.

9 Attendance at Work

Subject to clause 10.4, an Employee's hours of work shall, subject to further agreement between the Company and the Employee concerned, count continuously from the time of beginning duty until the time that the Employee signs off at the completion of work for that day. In the circumstances when an Employee arrives late for a designated shift or due to an emergency is required to leave early, the Employee may have the minimum required shift payment reduced by the equivalent time the Employee was late or leaves early.

10 Rosters and Work Scheduling

10.1 Rest period after hours worked

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

10.2 Rostered Days Off/Long Breaks

All Full-Time and Part-Time Employees will be entitled to a long break of 2 clear days off (48 consecutive hours) per Roster Period on which no Ordinary Hours will be rostered (**Rostered Days Off**), provided that a minimum of 2 clear days off (48 consecutive hours) is allowed in a

Roster Period and 4 breaks of 2 clear days off (48 consecutive hours) is allowed in a Roster Cycle.

10.3 Posting of Rosters, Attendance and Roster Changes

- (a) The following applies to Full-Time Employees and Part-Time Employees only:
- (i) The Company will post Rosters for Full-Time and Part-Time Employees no later than 7 days prior to the commencement of the Roster Cycle, provided that the Company may affect changes to those Rosters up to 72 hours prior to the required change in the Roster.
 - (ii) The Company will, upon giving 12 hours' notice prior to a Roster change coming into effect, be entitled to change the start and/or finish times for an Employee that is scheduled on a Roster without penalty, provided that the changes are required to meet the needs of the Company's business or for an unforeseen circumstance, and provided further that the Company has made an attempt to make appropriate changes that do not involve a change to the Roster.
 - (iii) Where less than 12 hours' notice of such change is provided to the Employee, mutual agreement for the Employee to work the changed Roster must be reached.
- (b) Casual Employees must be able to access their Roster no less than 24 hours prior to the commencement of their engagement. If, however, there is a change beyond the control of the Company in the staffing levels required for that rostered engagement, the Company may, in circumstances where the cancellation is made prior to the end of a shift being worked by a Casual Employee within the 24 hour period prior to the commencement of the proposed rostered engagement, cancel the rostered engagement with lesser notice.

10.4 Meal Breaks

- (a) All Full-Time and Part-Time Employees will be entitled to an unpaid meal break in the first 5 successive hours of work of between 30 and 60 minutes. The meal break will be taken at a time and for the duration directed by the Company depending on the needs of the business at the relevant time.
- (b) A Casual Employee must take an unpaid meal break in the first 6.5 successive hours of work for 30 minutes. The meal break will be taken at a time directed by the Company depending on the needs of the business at the relevant time.
- (c) A 10 minute tea break will be arranged for Employees working a shift between 3 to 6.5 hours. Provision will be made for staff wishing to take an unpaid meal break in the first 5 successive hours of work for 30 minutes if the Team Leader is advised of this requirement at the start of the shift.

10.5 Work on a Rostered Day Off

- (a) Where the Company requires a Full-Time Employee or Part-Time Employee to work on a Rostered Day Off, the Employee may elect to:
- (i) allow the day off to be taken as a day in lieu within the same Roster Period; or
 - (ii) be paid for the work at the appropriate Overtime Rate in full satisfaction of the obligation on the Company under this clause.
- (b) Should the Employee fail to elect either option at the conclusion of the Roster Period during which this entitlement arises, then the Employee will be deemed to have elected the option set out in clause 10.5(a)(ii).

10.6 Scheduling Rostered Days Off on Public Holidays

Where the Company requires an Employee to work on a public holiday that is scheduled as a Rostered Day Off, in addition to any benefits in clause 10.5(a), the Employee will be entitled to have another day Rostered as an Rostered Day Off during that Roster Cycle.

10.7 Rostering of Ordinary Hours

The Company will Roster a spread of continuous Ordinary Hours of between 3 and 12 hours throughout any Roster Period, provided that the Company will, in its absolute discretion, be entitled to Roster a maximum of two 3 hour shifts in any Roster Period. This clause does not apply to Casual Employees.

11 Employment Status and Ordinary Hours

11.1 General

- (a) Employees will be categorised as Full-Time Employees, Part-Time Employees, Casual Employees or Fixed-Term Employees.
- (b) An Employee's Letter of Engagement will specify the category of employment in which they are employed.

11.2 Full-Time Employees

- (a) Full-Time Employees will be employed as such to work an average of 152 Ordinary Hours per Roster Cycle.
- (b) In addition, Full-Time Employees may be required to work reasonable additional hours necessary for the satisfactory performance of their duties.
- (c) Full-Time Employees may, by agreement in writing, work additional hours. Full-Time Employees, will be paid for any additional hours worked at the Overtime Rate.

11.3 Part-Time Employees

- (a) Part-Time Employees will be employed for no less than 8 Ordinary Hours and no more than 32 Ordinary Hours each Roster Period, save that such Employees may, by agreement in writing, work additional hours up to 38 hours per Roster Period. Any additional hours worked by a Part-Time Employee will be paid at the applicable Ordinary Time Rate of Pay.
- (b) Time worked in excess of 38 hours in any Roster Period by a Part-Time Employee will be paid at the Overtime Rate.
- (c) Part-Time Employees will be given a Letter of Engagement by the Company at the commencement of employment confirming their part-time status and their minimum weekly Ordinary Hours.

11.4 Casual Employees

- (a) Casual Employees will be paid for each engagement at the applicable Casual Hourly Rate of Pay set out in Schedule 2.
- (b) Included in the Casual Hourly Rate of Pay in Schedule 2 is a 25% loading on the Ordinary Time Rate of Pay in lieu of annual leave and annual leave loading and all other monetary benefits under this Agreement with the exception of clause 14, 15 and 16.
- (c) A Casual Employee will not be entitled to receive notice of termination of employment or redundancy pay, except as provided for in Schedule 2.

- (d) Subject to clause 11.4(g), a Casual Employee may be Rostered or required to work for a minimum of 3 hours' work per shift to be performed at any time of the day on an event or non-event day, except for the purposes of a paid meeting or training session where the Employee may be rostered for a minimum of 2 hours and paid in accordance with clause 16.
- (e) A Casual Employee may be rostered to work up to a maximum of 12 hours on any one shift. If by mutual agreement, under special circumstances and subject to meeting applicable OHS requirements, this may be increased to 14 hours.
- (f) A Casual Employee may work a split shift, by mutual agreement, in the same 12 hour period providing that the first part of the shift is not longer than 5 hours and that the unpaid break between shifts is not longer than 4 hours. The second part of the shift would be a continuation of the first part, prior to the break.
- (g) A Casual Employee engaged in venue set-up Rostered or required to work a shift starting after 11 pm or before 5 am will be entitled to be paid for a minimum 4 hour shift.

11.5 Fixed-Term Employees

- (a) Fixed-Term Employees are Employees who are engaged on a fixed-term basis or under an agreement for a defined period, subject to the terms of the Letter of Engagement.
- (b) Fixed-Term Employees will be Rostered or required to work on either a full-time or part-time basis.

12 Multi- Hiring

- 12.1 Full-Time and Part-Time Employees may choose to be separately engaged on an alternative basis as a Casual Employee for the purposes of performing different duties for the Company to those for which they are engaged in their full time or part time position under the following conditions:
- (a) The work to be performed under the separate engagement is not the usual duties and functions of the Employee concerned.
 - (b) The separate engagement enables the Employee to attain additional skills and, where necessary, training or qualification.
 - (c) The separate engagement is at the request of the Employee and subject to mutual, written agreement between the Employee and the Company.
 - (d) The alternate casual engagement will be paid at the appropriate Casual Hourly Rate of Pay for the work performed set out in Schedule 2.
 - (e) The Company and the Employee recognise their duty of care and responsibility under the applicable OHS legislation and shall take steps to avoid the working of excessive hours which may place an Employee at risk from fatigue.
 - (f) Priority will need to be given to the requirements of the Employee's full time or part time position before any additional casual work is accepted or performed.
 - (g) The minimum daily engagement for a casual multi-hire shift shall be 2 hours.
- 12.2 Where a Full-Time Employee or Part-Time Employee is engaged as a Casual Employee under this clause, the Employee will not accrue entitlements to Annual Leave, Annual Leave loading or any other benefits under this Agreement, except clauses 14, 15 and 16, in respect of the worked performed as a Casual Employee.

- 12.3 Time worked under a Multi-Hiring arrangement under this clause will not otherwise be counted as service for any other purposes under this Agreement.

13 Leave and Public Holidays

13.1 Personal/Carer's Leave

- (a) The provisions of this clause in relation to personal/carer's leave do not apply to Casual Employees, except for clause 13.1(k).
- (b) Full-Time Employees and Part-Time Employees are entitled to 10 days paid personal/carer's leave for each year of service. The leave accrues on a pro-rata basis and accumulates from year to year. To avoid doubt, the leave will accrued on a pro-rata basis for a Part-Time Employee in accordance with their Ordinary Hours worked.
- (c) An Employee may take the leave because of a personal illness or personal injury affecting the Employee resulting in the Employee not being fit for work.
- (d) An Employee may also take the leave to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires the Employee's care or support because of a personal illness, personal injury or an unexpected emergency affecting the member.
- (e) An Employee will be paid at his or her Base Rate of Pay for the period of their absence on paid personal/carer's leave.
- (f) An Employee must notify the Company as soon as practicable before his or her next rostered starting time if they are to be absent from work on personal/carer's leave (at least 2 hours' notice would be preferable).
- (g) The Company may require an Employee who takes personal/carer's leave in respect of a particular day to provide a medical certificate or, if not reasonably practical, a statutory declaration, verifying the reason why the Employee was not able to attend for work on that day or days. Employees may take up to 3 single days of paid personal/carer's leave in total during any 12 month period in the circumstances described in clause 13.1(c) or 13.1(d) without needing to provide either a medical certificate or statutory declaration.
- (h) The Company may withhold payment relating to that day (or those days) until the Employee provides to the Company a medical certificate or statutory declaration verifying the reason why the Employee was not able to attend for work on that day (or those days).
- (i) An Employee is not entitled to accrue or take paid personal/carer's leave for an absence from work because of a personal illness or injury affecting the Employee when the Employee is in receipt of weekly workers' compensation payments.
- (j) Untaken personal/carer's leave will not be paid out on termination of employment.
- (k) An Employee who has exhausted his or her entitlement to paid personal/carer's leave, or a Casual Employee, may take up to 2 days of unpaid carer's leave. The unpaid carer's leave may be taken on each occasion when a member of the Employee's Immediate Family or household requires the Employee's care or support because of a personal illness, personal injury or unexpected emergency affecting the member.

13.2 Bereavement Leave

- (a) A Full-Time and Part-Time Employee is entitled to 3 days paid Bereavement Leave on each occasion of the death of a member of the Employee's Immediate Family or household. The Employee may also take this leave on each occasion when a member of their Immediate Family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to the member's life. The

Company may require the Employee to provide satisfactory evidence of the need to take leave under this clause.

- (b) The Employee will be paid at their Base Rate of Pay for the Employee's Ordinary Hours during the period of their absence.
- (c) A Casual Employee will not be entitled to paid leave, but will be entitled to 2 days of unpaid Bereavement Leave for the same reasons outlined in clause 13.2(a).

13.3 Annual Leave

- (a) The provisions of this clause in relation to paid annual leave do not apply to Casual Employees.
- (b) Full-Time Employees and Part-Time Employees are entitled to 4 weeks' paid annual leave per year of service. The leave accrues on a pro-rata basis and accumulates from year to year. To avoid doubt, the leave will accrued on a pro-rata basis for a Part-Time Employee in accordance with their Ordinary Hours worked.
- (c) Employees taking annual leave will for the period of annual leave receive their Base Rate of Pay plus a loading of 17.5% calculated on their Base Rate of Pay. The loading will not apply to proportionate leave paid on termination of the Employee's employment.
- (d) The Company and Employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. The Company will not unreasonably refuse to agree to an Employee's request to take paid annual leave. In the absence of agreement, the Company will give at least 7 days' notice of the commencement of leave or part of leave which is due to the Employee. The Company may also require an Employee to take paid annual leave in circumstances where the Employee has accrued an excessive amount of a paid annual leave or the Company's enterprise is being shut down for a period of time (for example, over the Christmas/new year period).
- (e) If a Public Holiday falls during a period of an Employee's absence from work on annual leave, the Employee will have that day processed and paid as a public holiday not as an annual leave day.
- (f) Notice of termination of employment can be given during a period in which an Employee is taking annual leave provided that, when notice of termination of employment is so given, the period of notice only runs from the end of the period of annual leave being taken by the Employee.
- (g) All accrued and untaken annual leave will be paid out upon the Employee's cessation of employment.

13.4 Unpaid and Paid Parental Leave

- (a) Employees are entitled to unpaid parental leave in accordance with the NES.
- (b) Where an Employee, other than an Eligible Casual Employee (as defined in the NES), is entitled to and takes unpaid parental leave, the first 6 weeks of leave taken by an Employee (other than an Eligible Casual Employee) will be paid leave (paid at the Employee's Base Rate of Pay).

13.5 Long Service leave

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

13.6 Public Holidays

- (a) Employees, other than Casual Employees, will be entitled to public holidays in accordance with the NES.

- (b) Where an Employee is entitled to a public holiday and is required to work on that day, the Employee will be paid a loading of two and a half times the Employee's Base Rate of Pay for all work performed on that day.
- (c) Full-Time and Part-Time Employees who are required to work on a public holiday will be paid for a minimum of three hours.
- (d) Where an Employee works on a public holiday, the Employee may, in lieu of the penalty payment referred to in clause 13.6(b), elect to take an alternative day as a day off in lieu. Should the Employee so elect, the Employee will take the day off in lieu without loss of pay (calculated at the Employee's Base Rate of Pay otherwise applicable to that day).

14 Car Parking

- 14.1 Full-Time and Part-Time Employees will be entitled to receive, free of charge, parking on an Event day and a non-Event day, provided that the Company may review and change at its discretion the entitlement to free of charge car parking on an Event day. The location of car parking may also be subject to change during the life of this Agreement.
- 14.2 Subject to clause 14.3, Casual Employees will, subject to availability, be entitled to receive parking at a discounted rate of \$15 when working on an Event day and at a discounted rate of \$10 when working on a non-event day, upon showing their staff photo ID pass.
- 14.3 Casual Employees who work a shift commencing during the period between 11 pm and 5 am (inclusive) will be entitled to receive, free of charge, parking, provided that the Company may review and change at its discretion the entitlement to car parking on an Event day. The location of car parking may also be subject to change during the life of this Agreement.

15 Uniforms & Laundry

When an Employee is supplied with a uniform, the uniform will either be laundered by the Company or, if not, a uniform allowance of \$1.32 per shift, to a maximum of \$6.62 per week, will be paid to the Employee. Subject to uniform policy conditions, for uniforms issued to applicable Event employees (non suits), a \$50 deposit is payable in two equal instalments over the first two pay periods during which the employee performs work for the Company. The uniform deposit is fully refundable upon cessation of employment, subject to the employee returning the uniform (excluding the baseball cap) to the Company.

16 Training

- 16.1 An Employee may, at the Company's discretion, be allowed unpaid leave to attend training courses.
- 16.2 Where Casual Employees are requested to undertake training on-site, this will be paid at 75% of the applicable Casual Hourly Rate of Pay.
- 16.3 The Company may provide training modules in an online environment to enable Casual Employees to undertake training off-site, and Casual Employees undertaking such training will be paid at 75% of the applicable Casual Hourly Rate of Pay.

17 Dispute Settlement Training Leave

- 17.1 The Company may grant up to five days leave with pay each year to enable an Employee to attend courses in dispute settlement training. The leave does not accumulate from year to year.

- 17.2 In accordance with this provision, five Employees may each be granted up to 5 days leave in any 12 month period.
- 17.3 The scope, content and level of the courses must be directed to the enhancement of the operation of the procedure for avoidance and settlement of disputes.
- 17.4 Employees must have at least six months continuous service with the Company to be eligible for dispute settlement training leave.
- 17.5 The Company may require satisfactory evidence of attendance at the course/s.
- 17.6 The Employee taking such leave shall be paid at their Ordinary Time Rate of Pay which normally become due and payable during the period of leave.
- 17.7 Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

18 Workplace Union Delegates

- 18.1 Subject to clause 18.2 below, the Company will recognise union delegates appointed by employees covered by this Agreement and whose names have been forwarded to the Company by the Union.
- 18.2 Up to two workplace union delegates per shift shall, subject to minimising the effect on the performance of their duties and prior notification to the relevant supervisor, be allowed reasonable paid time during working hours to perform their role as union delegate, including time to represent employees in relation to matters relevant to the workplace.
- 18.3 The Company will allow designated space on the noticeboards in the muster room and areas where employees eat their meals whilst on breaks for the use of the Union and workplace union delegates.

19 Time Off During Notice Period

- 19.1 During the period of notice of termination given by the Company, either under clause 22 or clause 1.7 in Schedule 1, an Employee will be allowed up to one day's time off without loss of pay during each week of the notice period for the purpose of seeking other employment.
- 19.2 If the Employee has been allowed paid leave during the notice period for the purposes of seeking alternative employment, the Employee will, at the request of the Company, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

20 Staff Meals

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

21 Superannuation

- 21.1 The Company will provide superannuation entitlements to Employees in accordance with the Superannuation Legislation.

- 21.2 Employees will be permitted to direct their superannuation entitlements into one of the following funds:
- (a) Host Plus Superannuation fund; or
 - (b) Australian Retirement fund.
- 21.3 A facility to sacrifice salary to provide for equivalent superannuation benefits will be provided subject to such arrangements being in accordance with the relevant Trust Deed and the maximum superannuation contribution limit. In all circumstances, indirect taxes would remain the responsibility of the Employee.

22 Notice of Termination

- 22.1 Except for cases of serious misconduct, or redundancy (as defined in Schedule 1), a Full-Time Employee, Part-Time Employee or the Company may terminate the Employee's employment by giving to each other the period of notice in accordance with the following table:

| Period of continuous service | Period of notice (in weeks) |
|--|------------------------------------|
| 1 year or less | 1 |
| Over 1 year and up to the completion of 3 years | 2 |
| Over 3 years and up to the completion of 5 years | 3 |
| Over 5 years of completed service | 4 |

- 22.2 In addition, if the Company terminates the employment of an Employee who is over 45 years of age when given the notice with at least 2 years of continuous service, the Employee is entitled to an additional 1 weeks' notice.
- 22.3 The Company may decide to make a payment in lieu of notice for part or all of the period of notice.
- 22.4 A Fixed-Term Employee is not entitled to receive the period of notice set out in clause 22.1 , or a payment in lieu of that period of notice, if their employment ends at the end of the fixed period for which they are employed.

23 Consultation and Dispute Settlement Procedure

23.1 Consultation

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

23.2 The Consultation Procedure

- (a) The Company must notify the Relevant Employees of the decision to introduce the major change. 'Relevant Employees' means the Employees who may be affected by the major change.
- (b) The Relevant Employees may appoint a representative for the purpose of the consultation procedures.
- (c) If a Relevant Employee or Relevant Employees appoint a representative for the purposes of consultation and the Employee or Employees advise the Company of the identity of the representative, the Company must recognise the representative.

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

23.3 **Changes to an Employee's Ordinary Hours and/or Regular Roster**

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

23.4 **Dispute Settlement Procedure**

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

- (a) The disputes resolution process will be as follows:
 - (i) the Employee or Employees concerned will first meet and confer with their immediate manager or supervisor;

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

24 Anti-discrimination

- 24.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 24.2 Accordingly, in fulfilling their obligations under clause 24.1, the parties will make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 24.3 Nothing in this clause should be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth Anti-Discrimination Legislation;
 - (b) an Employee, the Company or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
 - (c) the exemptions in section 351(2)(b) and 351(2)(c) of the Act.

25 Flexibility

- 25.1 The Company and an Employee may agree to make an individual flexibility agreement to vary the effect of the terms of this Agreement if:
- (a) this Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;

- (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in clause 25.1(a); and
 - (c) the arrangement is genuinely agreed to by the Company and Employee.
- 25.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 25.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and the Employee; and
 - (c) is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 25.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 25.5 The Company or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Company and the Employee agree in writing - at any time.

Schedule 1

1 Redundancy

- 1.1 An Employee's position is redundant when the Company decides that it no longer requires the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour or a transmission of business and, as a consequence, an Employee's employment is terminated.
- 1.2 The entitlements set out in Schedule 1 will be granted to all Employees whose position is redundant as described in clause 1.1 above, other than an Employee who is excluded under clause 2.2 or clause 2.3 below.
- 1.3 During the operation of this Agreement, the Employees and the Union will use their best endeavours to create an environment free of industrial disputation arising from any future redundancies or outsourcing requirements of the Company. The Company will notify and consult with the Employees and their respective Union body with respect to any plans involving redundancy or outsourcing.
- 1.4 Employee representatives may, at any time, raise concerns on behalf of individual Employees or groups of Employees directly affected by redundancy issues, including outsourcing and the transfer of employment, regarding justification and retention.
- 1.5 For the purposes of this Schedule, Casual Employees will be eligible for redundancy pay under this Schedule, provided that:
- (a) the Casual Employee satisfies each of the following criteria:
 - (i) the Employee has worked a regular routine work pattern of employment (regular hours) for a minimum of 42 weeks in every calendar year of employment; and
 - (ii) the Employee is not a short term casual, that is the Employee is engaged on a regular and systematic basis for a sequence of periods of employment for at least 12 months and the Employee has a reasonable expectation of continuing employment by the Company; and
 - (b) notwithstanding any other provision of this Schedule, the maximum amount that will be paid by way of redundancy pay to a Casual Employee is \$5,000.00.
- 1.6 In conjunction with any payment of redundancy pay to an Employee covered by this Agreement, the Company will provide:
- (a) access to the services of an 'Outplacement and Career Counselling Service' provider, chosen by the Company;
 - (b) access to a counselling service appointed by the Company; and
 - (c) payout of the Employee's entitlement to accrued long service leave (if any) under the Victorian Long Service Leave Act 1992.
- 1.7 **Calculation of Redundancy Pay**

An Employee who is eligible for redundancy pay under the terms of this Agreement will receive the following payments. For the purposes of calculating redundancy pay under this clause, 'weeks' pay' will mean the Employee's Ordinary Time Rate of Pay. To avoid doubt, for Part-Time Employees, the redundancy payment will also be calculated on a pro-rata basis in accordance with their Ordinary Hours.

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

1.8 **Pro-Rata Redundancy Pay if continuous service between 1 year and 20 years**

For incomplete years of service, between the first year of service and 20 years of continuous service, an Employee will be entitled to one week's redundancy pay for each four month period of service.

1.9 **Notice Periods**

In addition to redundancy pay, Employees made redundant will be entitled to a notice period of:

- (a) 4 weeks; and
- (b) an extra 1 week, if they are over the age of 45 but less than the age of 55; or
- (c) an extra 2 weeks, if they are the age of 55 or over.

1.10 The Company may, at its absolute discretion, require the Employee to work out the period of notice, or may decide to make a payment in lieu of notice for part or all of the period of notice calculated on the Employee's Ordinary Time Rate of Pay.

2 Redundancy Process

2.1 **Selection for Redundancy:**

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

2.2 **Acceptable Alternative Employment**

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

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

2.3 **Employees Excepted**

Employees whose employment is terminated on grounds of misconduct, or who are Casual Employees not covered by clause 1.5 above will be excluded from any redundancy pay and other entitlements under this Schedule.

2.4 **Transmission of Business**

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

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

Schedule 2

Base Rates of Pay and Casual Hourly Rates of Pay

Event Employees - Casual

| Level | Effective Date \$ |
|------------------|----------------------|
| Area Team Leader | 33.94 |
| Team Leader | 30.45 |
| Level 1* | 27.89 |

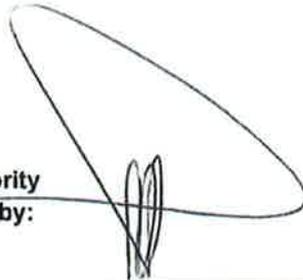
* Level 1 Event Employee includes attendant, crowd controller, cashier, ticket seller and venue set up.

Car Park Employees - Casual

| | Effective Date \$ | |
|-------------|----------------------|----------------|
| Shift type | Attendant | Team Leader |
| Mon-Fri | 22.74 | 23.69 |
| Weekend | 35.24 | 36.83 |
| Public Hol. | 53.38 | 56.63 |

Signatures of the Parties:

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



Signature of the Authorised Person:

Name in Full:

Address:

Explanation of Authority:

In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:

PAUL SERGEANT
740 BOURKE ST, DOCKLANDS, VIC 3008
C.E.O.

A. Turner.
RAELENE TURNER
MANAGER PEOPLE + CULTURE
740 BOURKE ST DOCKLANDS VIC 3008
3/12/15

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

Signature of the Authorised Person:

Name in Full:

Address:

Explanation of Authority:

In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:

On this date:

PM
PAUL MURPHY
245 CHALMERS ST REDFERN
NSW 2016
CEO

Andrew Crowley
ANDREW CROWLEY
LEGAL PRACTITIONER
245 CHALMERS ST. REDFERN
NSW 2016
7/12/15