



# DECISION

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

**Melbourne & Olympic Parks Trust T/A Melbourne & Olympic Parks**  
(AG2014/10049)

## **MELBOURNE & OLYMPIC PARKS ENTERPRISE AGREEMENT 2013 - 2016**

Amusement, events and recreation industry

COMMISSIONER CRIBB

MELBOURNE, 16 DECEMBER 2014

*Application for approval of the Melbourne & Olympic Parks Enterprise Agreement 2013 - 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Melbourne & Olympic Parks Enterprise Agreement 2013 - 2016*. (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Melbourne & Olympic Parks Trust T/A Melbourne & Olympic Parks. The agreement is a single-enterprise agreement.

[2] An undertaking has been given with respect to casual employees and is taken to be a term of the Agreement. A copy of the undertaking is attached to this Decision as Annexure A and can also be found at the end of the Agreement.

[3] Subject to the undertaking referred to above, 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.

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

[5] The Agreement was approved in Chambers on 16 December 2014 and, in accordance with s.54 of the Act, will operate from 23 December 2014. The nominal expiry date of the Agreement is 30 June 2016.



ANNEXURE A

**SCHEDULE OF UNDERTAKINGS  
ON BEHALF OF THE MELBOURNE & OLYMPIC PARKS TRUST**

Pursuant to s.190 of the *Fair Work Act 2009* (Cth) and Regulation 2.07 of the Fair Work Regulations 2009, The Melbourne & Olympic Parks Trust (M&OP) hereby gives the following written undertaking:

1. This undertaking applies to The Melbourne & Olympic Parks Enterprise Agreement 2013-2016 (Agreement) in respect of individual casual employees covered by it 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 individual employee's classification under this Agreement and as adjusted annually to reflect the Federal Minimum Wage Decisions.

**Reconciliation**

2. To ensure that casual employees covered by the Agreement, who worked a material (and 'BOOT relevant') 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:
  - (a) December to February;
  - (b) March to May;
  - (c) June to August; and
  - (d) September to November (each to be known as a "Quarter").

Each casual employee covered by the Agreement who during a Quarter worked more than 25% of their hours on Sundays and/or public holidays, shall have a reconciliation performed by M&OP for that Quarter calculated in accordance with paragraph 4 below. 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 employee's total remuneration under the Agreement was more than the employee would have been entitled to under the Modern Award.

**Termination of employment**

3. Where an employee's employment terminates, and they worked more than 25% of their work hours at M&OP on Sundays 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 immediately preceding termination of employment, to establish whether in that period the employee's total remuneration is less than the employee would have been entitled to under the Modern Award.

**Calculation method**

4. If upon M&OP reconciling the said Quarter in paragraphs 2 or 3 above, M&OP assesses that for any monthly pay period in the Quarter, the employee would have been entitled to be paid more under the Modern Award than they earned under the Agreement, the employee will, depending upon the balance over the Quarter, be paid a supplementary payment (supplementary payment). The supplementary payment will be the difference between:
  - (a) 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 thereof, under the Modern Award for the same work during the same hours,
  - (b) less what the employee actually earned under the Agreement.

**Illustrative Example**

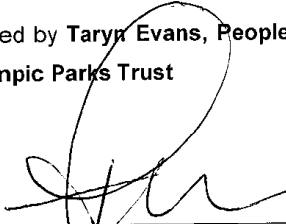
5. For the purposes of illustration of the calculation method:
  - (a) In month 1, assume the employee would have been paid \$80 more under the Modern Award than under the Agreement;
  - (b) In month 2, assume the employee would have been paid \$70 less under the Modern Award than under the Agreement;
  - (c) In month 3 assume, the employee would have been paid \$25 more under the Modern Award than under the Agreement.

The supplementary payment for the Quarter will be \$80, less \$70, plus \$25 = \$35.

**Payment**

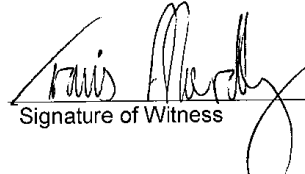
6. The supplementary payment will be paid as a lump sum as soon as practicable but not later than 30 days after the end of the relevant Quarter. Superannuation payments will apply if the hours in question were part of ordinary time earnings under the Federal Superannuation Guarantee legislation.

Signed by **Taryn Evans, People & Culture Business Partner** on behalf of **Melbourne & Olympic Parks Trust**

  
\_\_\_\_\_  
Signature for Employer

Taryn Evans  
\_\_\_\_\_  
Print name for Employer

25.11.14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Witness

TRAVIS MARDLING  
\_\_\_\_\_  
Print name of Witness

25.11.14.  
\_\_\_\_\_  
Date

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

# Melbourne & Olympic Parks

## Enterprise Agreement 2013 - 2016

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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**

- Westpac 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;
- 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 2009-2012 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 the creation of a 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.

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.

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.

Multi-tasking will be subject to adequate training of our people and 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 Disputes Settling Procedures 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, or when emergency maintenance work is required.
- (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.

### **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 2016. 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.

## **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.

# **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) A team member who previously worked higher duties at Group 4 or Group 6 role 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.
- (e) Where a team member is appointed to a higher classification Level, they will be paid at that Level or their current rate of pay, whichever is the greater.

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 coordinator.</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> <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 supervisors, operations supervisors, patron services supervisors, superbox supervisors, cleaning supervisors and car parking/access control team members.</p>
Level 2	Team members engaged at Level 2 hold customer facing

<p>Level 1</p>	<p>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> <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>
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- (f) 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.
- (g) This Agreement contains three pay rate increases during the life of the Agreement. If this Agreement is approved by team members and by FWC, the 2013/4 pay increases and allowances will apply and be calculated from 1 October, 2014.
- (i) A 2.5% increase to all team members from the first full pay period commencing on or after 1 October 2014;
  - (ii) A 2.5% increase to all team members from the first full pay period commencing on or after 1 December 2014;
  - (iii) A 2.5% increase to all team members from the first full pay period commencing on or after 1 July 2015;



- (h) On commencement of this Agreement a one off pre tax payment as set out below will be made to those team members who are employed by M&OP on the commencement date. The payment will be made on the date that the salary increase under clause 3.1 (g)(i) is paid.
  - (i) \$1,000 to full time, part time and part time equivalent team members. Part time equivalent equates to hours worked in excess of 38 on average in a fortnight during the 2013/14 year
  - (ii) \$400 to all casual team members
- (j) 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 and alike.
- (k) Casual team members will be paid at the rate or rates appropriate to the duties for which they have been called.
- (l) 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.
- (m) 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.

### **3.3 SUPERANNUATION**

M&OP will make a superannuation contribution into an account in the team member's name. 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%. The earnings base, to be used for contributions, is all ordinary time hours worked at the applicable rates outlined in Schedule 1. All team members will have the ability to salary sacrifice in line with M&OP's superannuation policy.

## **PART FOUR - ALLOWANCES**

### **4.1 CAR PARKING**

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 reasonably practicable after accommodating tenants, hirers, patrons, M&OP officers and other persons determined at the absolute discretion of M&OP.

### **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:

- \$11.21 per day from the date of commencement of Agreement;
- \$11.49 per day from 1 December 2014,;
- \$11.78 per day from 1 July 2015.

### **4.3 UNIFORMS/LAUNDRY**

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

- \$2.12 per day from the date of commencement of Agreement;
- \$2.17 per day from 1 December 2014);
- \$2.23 per day from 1 July 2015

### **4.4 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.

### **4.5 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.

#### **4.6 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, and who do not have their own means of private transport.

#### **4.7 CROWD CONTROLLER LICENCES**

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. Event Security holding two or three year licences 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.

#### **4.8 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:

- \$11.21 per day from the date of commencement of Agreement;
- \$11.49 per day from 1 December 2014;
- \$11.78 per day from 1 July 2015;

### **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 12 members (comprising 4 M&OP appointed representatives and 8 team member representatives). The team member representatives will be elected by ballot with elections being held for 4 team member representatives every two years. There shall be 2 representatives from front of house, 2 from event security, and one each from cleaning, car parking, merchandise and operations. The ballot shall be conducted by a delegate of the Chief Executive. Positions on the Committee shall be held for terms of two years. All members' terms shall finish with effect on June 30 of every even-numbered year (2012, 2014, etc). Members may nominate for re-

election. The ballot shall be held in May or June of the relevant year. The newly elected Committee shall commence duties from 1 July of the relevant year. The Chairperson will be elected by Committee members and hold office for a period of one year. No person shall be Chairperson for two consecutive years.

- (b) The Committee will meet every 3 months. Any request for additional meetings must be submitted in writing by the Chairperson on behalf of the majority of Committee members to the Chief Executive outlining the reason.
- (c) 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.
- (d) 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.
- (e) All members of the Committee will have the right to place items on the agenda, and have reasonable access to M&OP secretarial and photocopying services in relation to matters coming before the Committee.
- (f) A minute/agenda Secretary will be provided to the Committee by M&OP and minutes will be posted to each Committee member at their address recorded for that purpose.
- (g) With the agreement of M&OP, the Committee may invite others to its meeting(s) where the attendance of others would expedite Committee business.
- (h) The Committee will make recommendations reached by consensus. These recommendations will then be forwarded to the Chief Executive for consideration.
- (i) 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.

## **5.2 INTRODUCTION OF CHANGE**

When considering a restructure of the workplace, the introduction of new technology or major changes to existing work practices, M&OP will advise the affected team members and their representatives of the proposed change as soon as practicable after the proposal has been made. M&OP will advise affected team members and their representatives of the likely effects on working conditions and responsibilities. M&OP will advise of the rationale and intended benefits of any change.

M&OP will consult with affected team members and their representatives and give prompt consideration to matters raised by our people and where appropriate provide training for our people to assist them to integrate successfully into the new structure.

## **5.3 TEAM MEMBER REPRESENTATION**

Team members may elect one delegate from each work stream at M&OP and they will be recognised by M&OP.

Workplace delegates shall only undertake discussions with team members who they represent, M&OP or the team member's representatives during tea or refreshment breaks or during their own time.

M&OP recognises that from time to time the elected representative may need to undertake delegate duties during work periods. This may only take place after the delegate has consulted and received prior approval from their direct leader.

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

- (a) M&OP is committed to training and skill development of our team.
- (b) 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 and M&OP will provide in-house training relating to the specific needs of the operation.
- (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**

M&OP shall erect a pin board notice board in each permanent and official lunch room on site for the display of documents placed on the board, provided that the

document bears the name of the person who authorised the documents to be placed on the board.

No document may be placed or remain on the notice board if it contains content which is either disparaging of M&OP or our people, contractors, officials or other persons associated with M&OP, or which contains any content which is groundless or inaccurate.

## **PART SIX - LEAVE CONDITIONS**

### **6.1 ANNUAL LEAVE**

- (a) Team members engaged on a permanent basis will be entitled to twenty days annual leave for each year of service that accrues progressively based on the ordinary hours of work and is cumulative. Annual leave may be paid in advance (if required by the individual) for the leave period. Team members engaged on a part time basis will accrue annual leave on a pro rata basis. For the purpose of this clause a day is defined as 7.6 hours in any 24 hour period, in lieu of rostered hours and one week of annual leave is defined as 5 days in any 7 day period.
- (b) Annual leave is to be taken within six (6) months of falling due at a mutually agreed time. Untaken leave may accumulate to a maximum of eight (8) weeks. Unless there is mutual agreement, when there is an accumulation beyond eight (8) weeks M&OP will direct our people to take annual leave.
- (c) To assist team members in balancing their work and family responsibilities, an individual may elect, with the consent of their leader, to take annual leave in single days not exceeding a total of 10 single days in any calendar year.
- (d) A period of annual leave will not include a day or part day that would be a public holiday which falls during a period of annual leave, or a period of personal/carer's leave or compassionate leave (provided the individual complies with the applicable notice and evidence requirements set out in this Agreement).

### **6.2 PERSONAL LEAVE**

- (a) Personal leave is available for team members engaged on a full time and part time basis and when the team member is absent due to:
  - (i) personal illness or injury (sick leave); or
  - (i) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
  - (ii) because of bereavement on the death of an immediate family or household member (bereavement leave).
- (b) Team members engaged on a permanent basis will be entitled to paid personal leave of 76 hours for each year of service that accrues progressively based on

the ordinary hours of work and accumulates from year to year. Any untaken portion will be added to the entitlement from year to year. Team members engaged on a part time basis will accumulate personal leave entitlements on a pro rata basis according to the ordinary hours worked.

- (c) Once a team member has been engaged on a permanent basis with M&OP for a period of 10 consecutive years then the personal leave entitlement for these team members will be increased to 106.40 hours per year.
- (d) M&OP reserves the right to ask team members to furnish satisfactory evidence for absenteeism.
- (e) Team members are expected to advise their leader of the absence from work before the rostered commencement time. If it is not practicable for a team member to provide notice before their rostered commencement time, they must notify their leader as soon as is practicable.
- (f) A period of leave does not include a day or part day that would be a public holiday which falls during a period of personal leave.

### **6.3 COMPASSIONATE LEAVE**

- (a) Team members engaged on a permanent basis will be entitled to paid leave from rostered hours of work on each occasion when a member of the individual's immediate family or household has a personal illness or injury that poses a serious threat to his or her life, or dies. The leave will be available for up to three days, including if there has been a death, the day of the funeral. Team members engaged on a part time basis will be entitled to the 3 days leave and will be paid according to the roster they would have worked if not accessing the leave for those 3 days.
- (b) The immediate family members for whom this entitlement applies will be:
  - A spouse, including former spouse, de facto partner, former de facto partner, same sex partner or former same sex partner;
  - Sibling, including step sibling;
  - Parent, including step parent and parent-in-law;
  - Adult child or child, including adopted, step-child or ex-nuptial child;
  - Grandparent, including grandparent-in-law and step grandparent;
  - Grandchild;of either the team member or the team member's spouse.
- (c) Team members may take compassionate leave for each occasion as:
  - a single continuous three day period; or
  - three separate periods of one day each; or

- any separate periods to which the individual and his or her leader agree.

(d) Team members may take further unpaid compassionate leave by agreement with their leader.

#### **6.4 CARER'S LEAVE**

(a) Paid personal leave to care for an immediate family member or household member:

(i) Team members engaged on a permanent basis are entitled to use all accrued personal leave, plus accrued annual leave, to provide care or support for members of their immediate family or household who require care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member, subject to the conditions set out in this clause. Immediate family includes the following:

- A spouse, including former spouse, de facto partner, former de facto partner, same sex partner or former same sex partner;
- Sibling, including step sibling;
- Parent, including step-parent and parent-in-law;
- Adult child or child, including adopted, step-child and ex nuptial child;
- Grandparent including grandparent-in-law and step grandparent;
- Grandchild.

of either the team member or the team member's spouse.

(ii) Team members are to give prior notice but, if not practicable, at the first opportunity on the day of absence, providing details satisfactory to his or her leader, of the person requiring care or support, the relationship and the estimated duration of absence.

(b) Unpaid personal leave to care for an immediate family or household member:

(i) Where a team member has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support to members of their immediate family or household who require care or support because of a personal illness or injury, or an unexpected emergency affecting the member. The team member and his or her leader will agree on the period of leave to be taken. In the absence of agreement, team members are entitled to take up to two days per occasion.

(c) Carers responsibilities for team members engaged on a casual basis:

(i) Subject to established notice requirements and evidence requirements for compassionate leave or leave taken to care for members of the team members' immediate family or household who are sick and require care



and support, team members engaged on a casual basis are entitled to not be available to attend work, or to leave work:

- (1) if they need to provide care or support to members of their immediate family or household who require care or support because of a personal illness or injury or an unexpected emergency affecting the member, or the birth of a child; or
  - (2) if the member of the team member's immediate family or household has a personal illness or injury that poses a serious threat to his or her life or upon the death of an immediate family or household member.
- (ii) The team member and his or her leader shall agree on the period for which the team member will be entitled to not be available to attend work. In the absence of agreement, team members are entitled to not be available to attend work for up to two days per occasion. Team members engaged on a casual basis are not entitled to any payment for the period of non-attendance.
- (iii) M&OP will re-engage a team member engaged on a casual basis who has accessed the entitlements provided for in this clause. M&OP's rights to engage or not engage an individual as a casual are otherwise not affected.

## **6.5 PARENTAL LEAVE**

- (a) Subject to the terms of this clause team members are entitled to unpaid maternity, paternity/partner and adoption leave.

The provisions of this clause apply to team members engaged on a permanent basis and as an eligible casual, but do not apply to all individuals engaged as a casual.

**An eligible casual** means a team member:

- (i) engaged on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of at least 12 months; and
  - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (b) For the purposes of this clause, **continuous service** is work for M&OP on a regular and systematic basis (including any period of authorised leave or absence).

M&OP must not fail to re-engage a team member engaged on a casual basis because:

- (i) the team member or team members' spouse is pregnant; or
- (ii) the team member is or has been immediately absent on parental leave.

The rights of M&OP in relation to the engagement and re-engagement of individuals on a casual basis are not affected, other than in accordance with this clause.

**(c) Definitions**

- (i) For the purpose of this clause **child** means a child of the team member under school age except for adoption of an 'eligible child' where 'eligible child' means a person under the age of 16 years who is placed with the team member for the purposes of adoption, other than a child or step-child of the team member or of the team member's spouse (otherwise than because of the adoption) and has not previously lived or will not live continuously with the individual for a period of six months or more as at the date of placement or expected date of placement.
- (ii) **Spouse** includes a de facto partner, former de facto partner or former spouse.

**(d) Basic entitlement**

Team members who have or will have completed at least twelve months continuous service are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. A team member who is an eligible casual shall be entitled to leave without pay for a period not exceeding 52 weeks.

**Leave Available Summary**

Type	Unpaid
Maternity	52 weeks Primary care giver
Paternity/Partner	52 weeks Primary care giver
Adoption Leave Primary Carer	52 weeks Primary care giver
Adoption Leave Secondary Carer	3 weeks

**(e) Team member Couple Concurrent Leave**

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (i) leave at the same time for a maximum period of 8 weeks. This leave must be taken within 12 months of the birth or adoption of a child. The concurrent leave may be taken in separate periods. Each period must be no shorter than 2 weeks unless agreed to by M&OP.

**(f) Maternity leave**

- (i) Team members must provide notice to their leader in advance of the expected date of commencement of parental leave. The notice and evidence requirements are:
1. at least ten weeks notice of the expected start and finish dates of the leave;
  2. at least four weeks notice of the date on which the team member proposes to commence maternity leave and the period of leave to be taken; and

3. a medical certificate from a registered medical practitioner stating that the team member is pregnant and the date of birth or expected date of birth of the child.
- (ii) M&OP may also require that the team member provide a statutory declaration stating particulars of any period of maternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
  - (iii) Team members will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth occurring earlier than the estimated date.
  - (iv) Subject to 6.5(f)(v) and unless agreed otherwise between the team member and her leader, a team member may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
  - (v) Where a team member continues to work within the six week period immediately prior to the expected date of birth, or is on paid leave under 6.5(o), M&OP may require the team member to provide a medical certificate stating that she is fit to work in her present position. M&OP may require the team member to commence maternity leave if the team member does not provide the medical certificate within 7 days. M&OP will require the team member to commence maternity leave if the team member is certified unfit to work.

**(g) Personal illness and special maternity leave**

Where the pregnancy of a team member not then on maternity leave terminates other than by the birth of a living child, the team member must as soon as practicable, give notice to M&OP of the taking of leave advising M&OP of the period, or expected period, of the leave in accordance with the following:

- (i) Where the pregnancy terminates during the first twenty weeks, during the notified period/s the team member is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions.
- (ii) Where the pregnancy terminates after the completion of twenty weeks, during the notified period/s the team member is entitled to unpaid special maternity leave not exceeding the amount of maternity leave available under 6.5(d).
- (iii) If a team member takes leave for a reason outlined in 6.5(g)(1&2), M&OP may require the team member to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
- (iv) Where a team member not then on maternity leave suffers illness, related or not to her pregnancy, she may take any paid personal leave (in accordance with the personal leave provisions of this Agreement). If the illness is related the pregnancy, she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

- (v) Where leave is granted under 6.5(e)(i), during the period of leave a team member may return to work at any time, as agreed between the team member and his or her leader provided that the time does not exceed four weeks from the recommencement date desired by the team member.

**(h) Paternity / Partner leave**

- (i) Team members will provide their leader, at least ten weeks prior to each proposed period of paternity / partner leave, with:
  - 1. a certificate from a registered medical practitioner which names his or her spouse and states that she is pregnant and the expected date of confinement or states the date on which the birth took place; and
  - 2. written notification of the dates on which he or she proposes to start and finish the period of paternity leave.
- (ii) Except in relation to leave taken simultaneously with the child's mother under 6.5(e), M&OP may also require that the team member provide a statutory declaration stating:
  - 1. he or she will take that period of paternity / partner leave to become the primary care-giver of a child;
  - 2. particulars of any period of maternity leave sought or taken by his or her spouse; and
  - 3. that for the period of paternity / partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.
- (iii) Team members will not be in breach of 6.5(h) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

**(i) Adoption leave**

- (i) Team members shall provide their leader with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- (ii) Team members will notify their leader at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. Team members may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the team member, the adoption of a child takes place earlier.
- (iii) Before commencing adoption leave, team members may be required to provide a statutory declaration stating:
  - 1. except in relation to leave taken simultaneously with the child's other adoptive parent under 6.5(e) that the team member is seeking adoption leave to become the primary care-giver of the child;
  - 2. the child is an eligible child under Adoption Act 1984 (Vic);

3. particulars of any period of adoption leave sought or taken by the team member's spouse; and:
  4. that for the period of adoption leave the team member will not engage in any conduct inconsistent with their contract of employment.
- (iv) M&OP may require a team member to provide confirmation from the appropriate agency or government authority of the placement.
  - (v) Where the placement of the child for adoption with a team member does not proceed or continue, the team member must notify their leader immediately and their leader will nominate a time not exceeding four weeks from receipt of notification for the team member's return to work.
  - (v) Team members will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
  - (vi) 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 their leader should agree on the length of the unpaid leave. Where agreement cannot be reached, team members are entitled to take up to two days unpaid leave. Where paid leave is available to the team member, their leader may require the team member to take such leave instead.

**(j) Right to request**

- (i) Team members entitled to parental leave pursuant to the provisions of 6.5(d) may request:
  1. to extend the period of simultaneous unpaid parental leave provided for in 6.5(e) up to a maximum of eight weeks;
  2. to extend the period of unpaid parental leave provided for in 6.5(d) by a further continuous period of leave not exceeding 12 months;
  3. to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the individual in reconciling work and parental responsibilities.
- (ii) M&OP shall consider the request having regard to the team member's circumstances and, provided the request is genuinely based on the team member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or M&OP's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) A team member's request and M&OP's decision made under 6.5(j)(i) and 6.5(j)(ii) must be recorded in writing.

**(k) Request to return to work part-time**

Where a team member wishes to make a request under 6.5(j)(i)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the team member is due to return to work from parental leave.

**(l) Variation of period of parental leave**

Where a team member takes leave under 6.5(d) they may apply to change the period of parental leave on one occasion only, unless otherwise agreed. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 6.5(d).

**(m) Parental leave and other entitlements**

Team members 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 6.5(j).

**(n) Transfer to a safe job**

(i) Where a team member is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned, the team member will, if M&OP deems it practicable, be transferred to a safe job with no other change to the team member's terms and conditions of employment until the commencement of maternity leave. M&OP may require the evidence referred to above to be a medical certificate.

(ii) If M&OP does not think it reasonably practicable to transfer the team member to a safe job, the team member may take paid no safe job leave, or M&OP may require the team member to take paid no safe job leave immediately for a period which ends at the earliest of either:

1. when the team member is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or
2. 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.

**(o) Returning to work after a period of parental leave**

(i) Team members will notify their leader of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

- (ii) Team members 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 6.5(n), 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.

**(p) Replacement individuals**

- (i) A replacement individual is specifically engaged or temporarily promoted or transferred, as a result of a team member proceeding on parental leave.
- (ii) Before engaging a replacement individual, M&OP must inform that person of the temporary nature of the employment and of the rights of the team member who is being replaced.

**(q) Communication during Parental leave**

- (i) Where team members are on parental leave and a definite decision has been made to introduce significant change at the workplace, M&OP shall take reasonable steps to:
  1. 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
  2. provide an opportunity for the team member to discuss any significant effect the change will have on the status or responsibility Level of the position the team member held before commencing parental leave.
- (ii) Team members shall take reasonable steps to inform their leader about any significant matter that will affect their 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.
- (iii) Team members shall also notify their leader of changes of address or other contact details which might affect M&OP's capacity to comply with clause 6.5(q)(i).

**6.6 JURY SERVICE**

- (a) Team members engaged on a full time or part time basis required under the Juries Act 2000 (Vic) to attend court for jury service, whether or not he or she actually served on a jury, is entitled to be reimbursed an amount equal to the difference between the jury service fees received by the team member and the amount the team member could reasonably expect to have received as earnings for that period had the team member not performed jury service. Any team member required to attend for jury service must notify their leader of the details of the jury service as soon as such advice is received.

- (b) After attendance, the team member must provide proof of such attendance (including the dates and duration of the jury service) and the amount of jury service fees that the team member received.

## **6.7 LONG SERVICE LEAVE**

- (a) Long Service Leave will be available to all team members in accordance with the Long Service Leave Act 1992 (Vic).
- (b) The parties acknowledge that the Long Service Leave Act 1992 (Vic) was substantially updated from 1 January 2006. This includes entitlements for some casual or seasonal workers.
- (c) Team members who work their first ever shift as a team member of M&OP on or after 19 January 2011:
  - (i) M&OP shall in each calendar year, in the period between 1 July and 30 September, provide in writing to each team member with more than seven years continuous service under the Long Service Leave Act 1992 (Vic), with a statement of their length of continuous service under the Long Service Leave Act 1992 (Vic) as at the preceding 30 June.
- (d) Team members who worked for M&OP on or prior to 19 January 2011:

The provisions of 6.8(a) – (c) also apply, provided however that:

  - (i) All current casual and permanent team members will be entitled to an accrual rate of 13 weeks of long service leave for 10 years of continuous service, with a subsequent pro-rata entitlement of 6 ½ weeks for each 5 years of continuous service;
  - (ii) A Current Casual or Permanent team members with at least 7 years continuous service, who permanently ceases employment with M&OP will be entitled to long service leave on a pro-rata basis;
  - (iii) 'Current Casual and Permanent team members' is defined as a casual or permanent team member who worked their first ever shift for M&OP on or before 19 January 2011;
- (e) For all team members covered by 6.7(a) and (b), if there is any Federal Legislation now or in the future that is applicable to M&OP's team members which provides long service leave benefits greater than those in the Long Service Leave Act 1992 (Vic), then the greater benefit of the two shall apply to team members.

## **6.8 BLOOD DONOR**

M&OP will allow team members engaged on a full time and part time basis who wish to donate blood off-site, the opportunity to take up to two hours paid leave, twice a year, based around minimising any negative impact to its operation. Team members who donate blood off-site will be required to provide proof of attendance.



## **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 - PROTECTIVE EQUIPMENT/STAND DOWN**

### **7.1 PROTECTIVE EQUIPMENT**

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.

Breaches of the safety policy for protective clothing and ear protection will be treated as misconduct and will lead to disciplinary action which may result in termination.

### **7.2 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 - DISPUTE RESOLUTION**

### **8.1 DISPUTE RESOLUTION PROCEDURE**

The following procedure will be followed in dealing with any dispute arising from the implementation and operation of this Agreement including the Achievement Review process or the National Employment Standards, other than in relation to termination of employment. This includes a dispute about whether M&OP had reasonable grounds to refuse a request for flexible working conditions under this Agreement or an application to extend unpaid parental leave under this Agreement.

For the avoidance of doubt, this clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed Agreement.

The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes in this clause and must cooperate to ensure that these processes are carried out expeditiously.

Team members will be informed at all stages of this procedure of their right to representation of their choice, including a union representative.

- (a) The team member(s) concerned will discuss the matter with the immediate supervisor or appropriate leader in the presence of a chosen representative if the team member(s) so wishes.
- (b) If the matter is not resolved any party to the dispute may bring it to the attention of the General Manager who will attempt to settle the matter by consultation. The consultation process will involve the team member(s) and their chosen representative if the team member(s) so wishes.
- (c) If the matter is not resolved any party to the dispute may bring it to the attention of the appropriate People & Culture Team member and/or the Chief Executive who will attempt to settle the matter by consultation. The consultation process will involve the team member(s) and their chosen representative if the team member(s) so wishes.
- (d) If the above steps have been unsuccessful, either party to the dispute may refer the dispute to FWC for assistance in resolving the matter by conciliation.
- (e) Where a dispute is referred for conciliation, a member of FWC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute.
- (f) This may include arranging:
  - (i) Conferences of the parties or their representatives presided over by the member; and
  - (ii) For the parties or their representatives to confer among themselves at conferences at which the member is not present.
- (g) Conciliation before FWC shall be regarded as complete when:
  - (i) the parties have reached agreement on settlement of the dispute; or
  - (ii) the member of FWC conducting the conciliation has, either of their own motion or after 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 have informed the FWC member that there is no likelihood of agreement on a settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.
- (h) If the dispute has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute by arbitration.

- (i) Where a member of FWC has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in an exercise of, arbitration powers in relation to the dispute if a party objects to the member doing so.
- (j) Subject to sub-clause (k) below, the determination of FWC is binding upon the persons bound by this agreement.
- (k) An appeal may be made 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. The parties expressly agree that such appeal may be in the form of an appeal on error of law, a new hearing, or both.
- (l) Subject to any agreement between the parties in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, FWC may:
  - (i) determine matters of procedure as if section 589 of the FW Act applied to the proceedings; and
  - (ii) exercise the powers set out in section 590 of the FW Act, to the extent relevant, as if section 590 applied to the proceedings; and
  - (iii) in the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration.
- (m) The parties, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for closed court hearings due to security or other concerns, consent to and empower FWC at its discretion to publicly disclose any recommendation or decision it has reached in order to resolve in whole or in part any dispute under this agreement.
- (n) The parties to the dispute, and their representatives, must genuinely attempt to resolve the dispute through the procedures set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (o) Until the procedures described above have been completed the parties bound by this Agreement shall comply to the following:
  - Work shall continue in a normal manner if it is safe to do so;
  - No industrial action shall be taken by M&OP, team members or their representatives;
  - While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of team members they will be moved to another part of the workplace where there is no risk;
  - No person bound by the Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause;
  - All parties will make themselves familiar with this Disputes Resolution Procedure and give an undertaking to observe it;

- An team member's representative may directly raise matters in relation to the implementation and operation of this Agreement in line with the above procedure;

## **PART NINE — DISCIPLINE**

### **9.1 GENERAL PROVISIONS**

- This clause does not apply to team members during a probationary period of employment or casual team members with less than 12 months service.
- None of the categories 9.2-9.5 below prevent M&OP in its absolute discretion from choosing to hold informal counselling discussions with a team member in cases of shortcomings in relation to conduct or performance, rather than use one of the four categories below. If a note of the informal counselling discussion is placed on the team member's personnel file, a copy shall be provided to the team member.
- The parties acknowledge the need to deal with performance and conduct issues promptly, and such process shall not be unreasonably delayed by any party or person.
- In cases involving paragraph 9.2 and 9.4 - formal written warning, paragraph 9.3 - final written warning or paragraph (4) - Termination of Employment, the team member shall be given a reasonable opportunity to have a support person present. The process shall not be unreasonably delayed by reason of the availability or otherwise of the team member's preferred support person.
- It is acknowledged that in some cases involving instant dismissal for serious or wilful misconduct, either without notice or by payment in lieu of notice, dismissal may occur summarily and without the prior involvement of a support person or an investigation. This will depend upon the particular circumstances.
- M&OP may commence discipline at any of the four categories below in 9.2-9.5. M&OP may in its absolute discretion decide to suspend the team member's employment pending the outcome of an investigation. An team member involved in an allegation of discipline related conduct or performance, will if suspended, continue to receive ordinary rates of pay as specified in clause 3.1 for any rostered days for the seven days following the conduct or performance in question. After the seven day period has lapsed, the team member will only be paid for any days rostered beyond that date if either:
  - (i) The outcome of the disciplinary process results in a withdrawal of the allegation by M&OP; or
  - (ii) M&OP has chosen in its absolute discretion to extend the period for the investigation.
- 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 the process, 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 in under this Agreement.

- Where M&OP requires the 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 if M&OP forms the view that the team member has no case to answer.

## **9.2 FORMAL WRITTEN WARNING**

Where M&OP considers that the team member has engaged in unsatisfactory conduct or performance, M&OP will meet with the team member and identify the concerns regarding the relevant unsatisfactory conduct or performance issues. The team member will be given the opportunity at the meeting to respond.

That meeting shall take place within two week days (excluding public holidays) after the date of the incident in question being advised to a member of the M&OP People & Culture Team. The team member shall be notified of the meeting either by telephone or in person or by SMS or by email, but in all cases the notification shall also be sent in a letter to the team member delivered either by email or by courier to their home letterbox. That letter shall note that there is an issue which M&OP wishes to discuss with the team member, which may constitute unsatisfactory conduct or performance.

The team member must make themselves available to attend at M&OP for the meeting. The time of the meeting may be held outside ordinary business hours if the team member cannot attend at M&OP during ordinary business hours due to them having other employment working hour commitments. Further, if M&OP and the team member both by email or in writing consent, the meeting may be held by telephone.

If the team member fails to accommodate, or respond, to the reasonable attempts by M&OP to meet the team member to hold that discussion, and M&OP has attempted to hold the meeting by sending the above mentioned letter and made a telephone call to the team member (at their last advised email and telephone number), then M&OP may proceed on the basis of the information that it has, and the team member will be deemed to have had an opportunity to respond.

If during these communications M&OP forms the view that there is no case to answer, this will be made clear to the team member.

Otherwise, M&OP may elect to conduct further investigations or record a written warning signed by a manager, and indicate in that letter what is expected of the team member, the shortcomings of the team member in relation to that expectation, and the consequences of further misconduct and/or performance.

The team member is required to acknowledge receipt of the written warning by signing the formal written warning document as an acknowledgement that it was given to them on the date stated in the warning.

A copy of the formal written warning will be placed on the team member's personnel file.

## **9.3 FINAL WRITTEN WARNING**

A final written warning may be issued where:

- No prior written warning has been given to the team member, but the situation involves substantive or material misconduct or shortcoming in work performance; or
- A formal written warning has previously been issued to the team member.

In such situations, M&OP will seek to meet with the team member and communicate the conduct or performance issues to the team member and the team member will be given an opportunity to respond at the meeting. That meeting will take place within two week days (excluding public holidays) after the date of the incident in question being advised to a member of the M&OP People & Culture Team.

The team member shall be notified of the meeting by telephone or in person or by SMS or by email, but in all cases the notification shall also be sent in a letter to the team member delivered either by email or by courier to their home letterbox. That letter shall note that there is an issue which M&OP wishes to discuss with the team member, which may constitute unsatisfactory conduct or performance and that a consequence of the outcome of the process may include disciplinary action up to and including termination of employment.

The team member must make themselves available to attend at M&OP for the meeting. The time of the meeting may be held outside ordinary business hours if the team member cannot attend at M&OP during ordinary business hours due to them having other employment working hour commitments. Further, if M&OP and the team member both by email consent, the meeting may be held by telephone.

If the team member fails to accommodate, or respond, to the reasonable attempts by M&OP to meet the team member to hold that discussion, and M&OP has attempted to hold the meeting by sending the above mentioned letter and made a telephone call to the team member (at their last advised email and telephone number), then M&OP may proceed on the basis of the information that it has, and the team member will be deemed to have had an opportunity to respond.

If during these communications with the team member, M&OP forms the view that there is no case to answer then this will be made clear to the team member.

Otherwise, M&OP may either elect to conduct further investigations or to issue the team member with a final written warning (which may include a further meeting(s)).

The final written warning will record that it is a final written warning and be signed by a manager and indicate in the letter what is expected of the team member, the shortcomings of the team member in relation to that expectation, and the consequences of further unsatisfactory conduct and/or performance.

The team member is required to acknowledge receipt of the written warning by signing the final written warning document as an acknowledgement that it was given to them on the date stated in the warning.

A copy of the final written warning will be placed on the team member's personnel file.

#### **9.4 TERMINATION OF EMPLOYMENT — PRIOR WARNING HAS BEEN ISSUED**

Where a team member has previously received:

- a final written warning and engages in unsatisfactory conduct or performance; or
- a formal written warning and engages in unsatisfactory conduct or performance, which is material and substantive;

Then M&OP schedule a meeting and will explain to the team member at the meeting M&OP's concerns, and explain that the team member is at risk of their employment being terminated. The team member will be given an opportunity to respond. That meeting will take place within two week days (excluding public holidays) after the date of the incident in question being advised to a member of the M&OP People & Culture Team.

The team member shall be notified of the meeting by telephone or in person or by SMS or by email, but in all cases the notification shall also be sent in a letter to the team member delivered either by email or by courier to their home letterbox. That letter shall note that there is an issue which M&OP wishes to discuss with the team member, which may constitute unsatisfactory conduct or performance and that a consequence of the outcome of the process may include disciplinary action up to and including termination of employment.

The team member must make themselves available to attend at M&OP for the meeting. The time of the meeting may be held outside ordinary business hours if the team member cannot attend at M&OP during ordinary business hours due to them having other employment working hour commitments. Further, if M&OP and the team member both by email consent, the meeting may be held by telephone.

If the team member fails to accommodate, or respond, to the reasonable attempts by M&OP to meet the team member to hold that discussion, and M&OP has attempted to hold the meeting by sending the above mentioned letter and made a telephone call to the team member (at their last advised email and telephone number), then M&OP may proceed on the basis of the information that it has, and the team member will be deemed to have had an opportunity to respond.

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.

No dismissal under this clause shall occur without the prior notification by the relevant manager to one of the two most senior human resources managers of M&OP.

If the team member is dismissed, they will be informed in writing of the termination of their employment and the date and time on which it becomes effective.

## **9.5 SERIOUS OR WILFUL MISCONDUCT — NO PRIOR WARNING SITUATION**

A team member may be dismissed for acts of serious or wilful misconduct. Summary dismissal may occur without notice or by payment in lieu of notice.

It is acknowledged that the circumstances that might constitute serious or wilful misconduct justifying instant dismissal (either without notice or by payment in lieu of notice) are wide, varied and often unique.

Accordingly it is up to M&OP to decide whether they consider it appropriate to conduct an investigation, and the type of investigation.



It is acknowledged that the situations in employment may arise that justify instant dismissal (either without notice or payment in lieu of notice) without further investigation and without prior warnings.

If M&OP elects to meet the team member in relation to the matter, the team member shall be notified of the meeting by telephone or in person or by SMS or by email, but in all cases the notification shall also be sent in a letter to the team member delivered either by email or by courier to their home letterbox. That letter shall note that there is an issue which M&OP wishes to discuss with the team member, which may constitute unsatisfactory conduct or performance and that a consequence of the outcome of the process may include disciplinary action up to and including termination of employment.

The team member must make themselves available to attend at M&OP for the meeting. The time of the meeting may be held outside ordinary business hours if the team member cannot attend at M&OP during ordinary business hours due to them having other employment working hour commitments. Further, if M&OP and the team member both by email consent, the meeting may be held by telephone.

If the team member fails to accommodate, or respond, to the reasonable attempts by M&OP to meet the team member to hold that discussion, and M&OP has attempted to hold the meeting by sending the above mentioned letter and made a telephone call to the team member (at their last advised email and telephone number), then M&OP may proceed on the basis of the information that it has, and the team member will be deemed to have had an opportunity to respond.

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.

If the team member is dismissed, they will be informed in writing mailed to the residential address and email (if any) last known to M&OP of the termination of their employment and the date and time on which it becomes effective.

## **9.6 UNFAIR DISMISSAL RIGHTS**

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

## **PART TEN- TERMINATION OF EMPLOYMENT, REDUNDANCY/ REDEPLOYMENT**

### **10.1 TERMINATION OF EMPLOYMENT**

- (a) 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.

- (b) Unused and pro rata Annual Leave will be paid. Long Service Leave payment, if applicable, will be paid in accordance with Clause 6.7.

**CASUAL TEAM MEMBERS**

Employment may be terminated by either M&OP or a 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.

**10.2 REDUNDANCY/REDEPLOYMENT**

The Victorian Government policies in relation to public sector redundancy and redeployment are set in the Public Sector Workplace Relations policies (December 2012) or its successor. The policies apply to M&OP, but do not form part of this Agreement.

**PART 11 — FLEXIBILITY PROVISIONS**

- (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 11(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 11(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	A12
Redemption of Weekly Payments	A13
Damages Claims	A14
Safety Regulations	A15
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 - Disputes Resolution Procedure of the Agreement.



## SCHEDULE 1 – CLASSIFICATION & RATES TABLE

### SCHEDULE 1 - MINIMUM RATES OF PAY

(a) On approval of this agreement, all team members will receive the following minimum rates of pay, less appropriate taxation.

		1 October 2014		1 December 2014		1 July 2015		Classification Indicators
		+ 2.5%		+ 2.5%		+ 2.5%		
LEVEL		Permanent	Casual	Permanent	Casual	Permanent	Casual	
Level 4		30.37	34.09	31.13	34.94	31.91	35.82	Sector Supervisor Merchandise Event Officer
Level 3		25.26	28.33	25.09	29.04	26.53	29.77	Operations Supervisor Superbox Supervisor Cleaning Supervisor Car Parking/Access Control Event Security Supervisor Patron Services Supervisor Event Security Storeperson Teller Outlet Supervisor
Level 2		23.88	26.81	24.48	27.48	25.09	28.17	Arena & stadium Operations Venue Specialist Superbox Host Car Park Attendant Car Parking Seller Event Reception Event Information Desk Sign On Assistant Ticketing Assistant Merchandise Runner Merchandise Seller Patron Services Program Seller
Level 1		21.16	23.71	21.68	24.30	22.23	24.91	Cleaners

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

**SCHEDULE 2 - CLASSIFICATION TRANSITION SCALE**

		1 October 2014		1 December 2014		1 July 2015		Comments
		+ 2.5%		+ 2.5%		+ 2.5%		
OLD	NEW LEVEL	Permanent	Casual	Permanent	Casual	Permanent	Casual	
Group 6**	Level 4	32.80	36.75	33.62	37.66	34.45	38.61	Restricted - Clause 3.1 (c)(d) and (e); to apply
Group 5		30.37	34.09	31.13	34.94	31.91	35.82	
Group 4**	Level 3	27.65	31.12	28.35	31.90	29.05	32.69	Restricted - Clause 3.1 (c)(d) and (e); to apply
Group 3		25.26	28.33	25.89	29.04	26.53	29.77	
Group 2	Level 2	23.88	26.81	24.48	27.48	25.09	28.17	
Group 1	Level 1	21.16	23.71	21.68	24.30	22.23	24.91	

\*\*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:

  
\_\_\_\_\_  
RUSSELL FARRIER  
\_\_\_\_\_  
48 ARDRIE RD, MALVERN EAST  
\_\_\_\_\_  
DIRECTOR OF PEOPLE & OPERATIONS


In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:

  
\_\_\_\_\_  
TORRYN EVANS  
\_\_\_\_\_  
People & Culture Business Partner  
\_\_\_\_\_  
129 Cubitt St, Cremorne VIC 3121

On this date:

\_\_\_\_\_  
18/11/2014

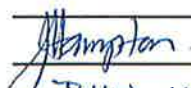
**SIGNED by a representative of the team members covered by the Agreement:**

Signature of Authorised Person:

Name in Full:

Address:

Explanation of Authority:

  
\_\_\_\_\_  
JOHN CHARLES HAMPTON  
\_\_\_\_\_  
35 ALPINE CRESCENT  
\_\_\_\_\_  
NOBLE PARK NORTH  
\_\_\_\_\_  
BARGAINING REP.


In the presence of this Witness

Signature of Witness:

Name in Full:

Occupation:

Address:

  
\_\_\_\_\_  
TORRYN EVANS  
\_\_\_\_\_  
People & Culture Business Partner  
\_\_\_\_\_  
129 Cubitt St, Cremorne VIC 3121

On this date:

\_\_\_\_\_  
18/11/2014

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

**Signature of Authorised Person:**

**Name in Full:**

**Address:**

**Explanation of Authority:**

  
CAROLYN DUNBAR

13, 365 QUEEN ST, MELBOURNE  
ACTING REGIONAL DIRECTOR - VICTORIA

**In the presence of this Witness**

**Signature of Witness:**

**Name in Full:**

**Occupation:**

**Address:**

  
JESSICA DIAN

Legal Practitioner

16, 365 Queen St Melbourne 3000

26/11/14

**On this date:**

**SCHEDULE OF UNDERTAKINGS  
ON BEHALF OF THE MELBOURNE & OLYMPIC PARKS TRUST**

Pursuant to s.190 of the *Fair Work Act 2009* (Cth) and Regulation 2.07 of the Fair Work Regulations 2009, The Melbourne & Olympic Parks Trust (M&OP) hereby gives the following written undertaking:

1. This undertaking applies to The Melbourne & Olympic Parks Enterprise Agreement 2013-2016 (Agreement) in respect of individual casual employees covered by it 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 individual employee's classification under this Agreement and as adjusted annually to reflect the Federal Minimum Wage Decisions.

**Reconciliation**

2. To ensure that casual employees covered by the Agreement, who worked a material (and 'BOOT relevant') 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:

- (a) December to February;
- (b) March to May;
- (c) June to August; and
- (d) September to November (each to be known as a "Quarter").

Each casual employee covered by the Agreement who during a Quarter worked more than 25% of their hours on Sundays and/or public holidays, shall have a reconciliation performed by M&OP for that Quarter calculated in accordance with paragraph 4 below. 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 employee's total remuneration under the Agreement was more than the employee would have been entitled to under the Modern Award.

**Termination of employment**

3. Where an employee's employment terminates, and they worked more than 25% of their work hours at M&OP on Sundays 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 immediately preceding termination of employment, to establish whether in that period the employee's total remuneration is less than the employee would have been entitled to under the Modern Award.

#### **Calculation method**

4. If upon M&OP reconciling the said Quarter in paragraphs 2 or 3 above, M&OP assesses that for any monthly pay period in the Quarter, the employee would have been entitled to be paid more under the Modern Award than they earned under the Agreement, the employee will, depending upon the balance over the Quarter, be paid a supplementary payment (supplementary payment). The supplementary payment will be the difference between:
  - (a) 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 thereof, under the Modern Award for the same work during the same hours,
  - (b) less what the employee actually earned under the Agreement.

#### **Illustrative Example**

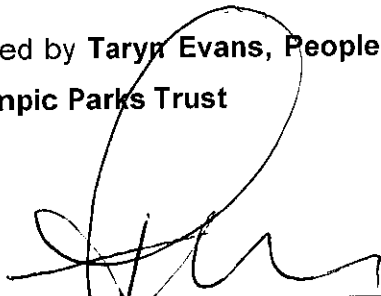
5. For the purposes of illustration of the calculation method:
  - (a) In month 1, assume the employee would have been paid \$80 more under the Modern Award than under the Agreement;
  - (b) In month 2, assume the employee would have been paid \$70 less under the Modern Award than under the Agreement;
  - (c) In month 3 assume, the employee would have been paid \$25 more under the Modern Award than under the Agreement.

The supplementary payment for the Quarter will be \$80, less \$70, plus \$25 = \$35.

#### **Payment**

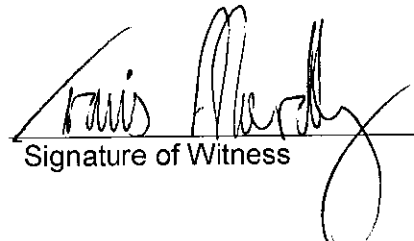
6. The supplementary payment will be paid as a lump sum as soon as practicable but not later than 30 days after the end of the relevant Quarter. Superannuation payments will apply if the hours in question were part of ordinary time earnings under the Federal Superannuation Guarantee legislation.

Signed by Taryn Evans, People & Culture Business Partner on behalf of Melbourne & Olympic Parks Trust

  
\_\_\_\_\_  
Signature for Employer

Taryn Evans  
\_\_\_\_\_  
Print name for Employer

25.11.14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Witness

TRAVIS MARDLING  
\_\_\_\_\_  
Print name of Witness

25.11.14.  
\_\_\_\_\_  
Date