

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF THE FAIR WORK OMBUDSMAN AND RESTAURANT & CATERING AUSTRALIA**

## **1. Parties**

1.1. The parties to the Memorandum of Understanding (MoU) are:

- a) the Office of the Fair Work Ombudsman (FWO), which promotes harmonious, productive and cooperative workplace relations as well as ensures compliance with Commonwealth workplace laws; and
- (b) Restaurant & Catering Australia (RCA), which provides advice, assistance and representation to members in the hospitality sector, reflecting its membership of owners and operators of restaurants, cafes and catering businesses (the hospitality sector).

1.2. The relationship between RCA and the Fair Work Ombudsman will be based on the principles of no surprises, constructive engagement, working collaboratively to create and maintain fair and productive workplaces and ensuring a level playing field for all businesses in the hospitality sector.

## **2. Purpose**

- 2.1. The purpose of this MoU is to provide a framework for both parties to enhance existing relationships and work together to improve compliance with Commonwealth workplace laws through the provision of accessible, reliable and credible information to workplace participants.
- 2.2. The MoU is not intended to restrain the FWO in the way it deals with any matter, how it takes decisions to pursue matters to Court or apply other compliance outcomes.
- 2.3. The MoU does not restrain or discourage the FWO from making public statements about the state of workplace relations compliance in the hospitality sector, or how such compliance may be improved.
- 2.4. RCA acknowledges the role of the FWO includes building and enhancing relationships with other industry bodies (including competitors of RCA or its members), with unions and other relevant organisations.
- 2.5. Nothing in this MoU prevents, or discourages the building and maintenance of such relationships, including documenting the relationship in MoUs such as this.
- 2.6. The FWO respects the role of RCA in the representation of the interests of its members and nothing in this MoU prevents or discourages the undertaking of this role.

## **3. Framework**

- 3.1. Each party will nominate senior representatives to meet at least twice per annum. Meetings will be hosted on an alternating basis.
- 3.2. Meetings will include, but not be limited to, the following issues:

- a) campaign proposals, progress, feedback and common issues for promoting compliance;
- b) inquiries and investigations - common issues for promoting compliance;
- c) enforcement activities - common issues for promoting compliance;
- d) advising RCA of any legal proceedings in the hospitality sector or against known RCA members;
- e) RCA feedback on FWO processes and procedures;
- f) RCA feedback on strategies for future FWO educative and compliance activities;
- g) steps taken by RCA to assist their members to comply with Commonwealth workplace laws;
- h) how to jointly promote best practice;
- i) how to promote a shared understanding of the application of Commonwealth workplace laws, such as annual wage rates, allowances and variations to hospitality sector awards;
- j) ideas to address issues common to all employers in promoting compliance;
- k) ideas to address issues specific to workplaces in the hospitality sector.

3.3. One week prior to meetings:

- (a) the FWO will provide a summary to RCA of future campaigns and the results of campaigns, investigations and enforcement activities relevant to the hospitality sector;
- (b) RCA will provide a summary to the FWO about its compliance promoting activities.

3.4. Each party undertakes to feedback to their relevant branches the outcomes of each meeting and encourage them to support agreed initiatives.

3.5. Ad hoc meetings may be called if matters of importance to the FWO or RCA need to be addressed.

3.6. A table of relevant FWO and RCA key contacts is set out at Schedule 1.

#### 4. Collaboration

4.1. Collaboration will occur primarily between those representatives of both parties in Schedule 1

4.2. Both parties agree to work collaboratively to equip workplace participants with the information they need to understand their responsibilities and rights under Commonwealth workplace laws. This may occur through consultation on the Fair Work Ombudsman's website and mobile products tailored for the hospitality sector as well as co-production of education, promotion and communication activities.

4.3. These initiatives may include but not be limited to:

- a. employer and employee fact sheets and guides and other educative information for distribution by RCA and the FWO;
- b. development of mutually agreed award interpretation and wage rate documentation;
- c. provision of speakers for appropriate conferences and other events;
- d. contributions to newsletters and electronic communication channels;
- e. communication campaigns.

## 5. Privacy

- 5.1. It is understood that the FWO can only provide RCA with compliance information where doing so is not inconsistent with s718 of the *Fair Work Act 2009* and the *Privacy Act 1988*.
- 5.2. Unless provided for by this MoU, neither RCA nor the FWO will provide third parties with information provided by the other party without the written consent of that other party.
- 5.3. The FWO and RCA may share relevant information on Commonwealth workplace relations laws with the Department of Employment and the Fair Work Commission.

## 6. Expiry and Review

- 6.1. This MoU will operate for a period of three years from the date of agreement, will be subject to joint review annually, and at least three months prior to the expiry date a final review will be undertaken jointly as the basis for the parties to consider its continuation, amendment or discontinuation.
- 6.2. Changes or amendments to this MoU shall be given effect by an exchange of letters between the parties to this MoU.

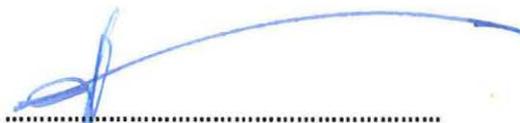
## 7. Nonbinding nature of MoU

- 7.1. This MoU does not constitute or create, nor is it intended to constitute or create, any legally binding or enforceable obligations on the part of any party or relationships between the parties.



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Michael Campbell  
Deputy Fair Work Ombudsman

7 May 2014



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JOHN HART  
Chief Executive Officer  
Restaurant & Catering Australia

7 May 2014



## SCHEDULE 1

### Fair Work Ombudsman and RCA Key Contacts

<b>Fair Work Ombudsman</b>	<b>RCA</b>
Michael Campbell – Deputy Fair Work Ombudsman - Operations	John Hart – Chief Executive Officer
Steven Ronson - Executive Director, Dispute Resolution and Compliance	Greg Parkes – Workplace Relations Director
Russell Jacob – Director, Dispute Resolution and Compliance	
Bruce Whyte – Assistant Director, Dispute Resolution and Compliance ( <b>National Liaison Officer</b> )	

