MEMORANDUM OF UNDERSTANDING
BETWEEN THE OFFICE OF THE FAIR WORK OMBUDSMAN AND
RESTAURANT AND CATERING INDUSTRIAL

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 workplaces and ensures compliance with Commonwealth workplace laws;

And

b) the Restaurant and Catering Industrial (RCI), the industrial advocacy body of Restaurant and Catering Industry Association of Australia Incorporated. RCI is registered pursuant to the Fair Work (Registered Organisations) Act 2009 and 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 the RCI and the FWO acts upon the principles of no-surprises, constructive engagement and collaboration in order 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 and enforcement tools.

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, including how compliance may be improved.

2.4. The RCI acknowledges the role of the FWO includes building and enhancing relationships with other industry bodies (including competitors of the RCI 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 cited in #2.4, including documenting the relationship in MoUs such as this.

2.6. The FWO respects the role of the RCI 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. The parties on an alternating basis will host meetings.

3.2. Meetings may 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) compliance activities and enforcement outcomes;

d) review of advice arising from RCI state/branch relationship meetings concerning any legal proceedings and/or enforcement outcomes in
the restaurant or catering sectors, including those matters involving RCI members;

e) RCI feedback on FWO processes and procedures;

f) RCI feedback on strategies for future FWO educative and compliance activities;

g) steps taken by the RCI 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; and

k) ideas to address issues specific to workplaces in the hospitality sector

3.3. Each party undertakes to provide feedback to their relevant organisations the outcomes of each meeting and encourage them to support agreed initiatives.

3.4. Ad hoc meetings will occur if matters of importance to the FWO or the RCI require.

3.5. A table of relevant FWO and RCI key contacts is set out at Schedule 1.

4. Collaboration

4.1. Collaboration will occur primarily through exchanges between RCI and FWO representatives listed 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 FWO’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) on-line education products;

b) employer and employee fact sheets and guides and other educative information for distribution by the RCI and the FWO;

c) development of mutually agreed award interpretation and wage rate documentation;

d) provision of speakers for appropriate conferences and other events;

e) contributions to newsletters, and other electronic communication channels such as FWO’s online channels Konnect and Library; and

f) Communication campaigns.

5. Privacy

5.1. The FWO can only provide the RCI with compliance information where doing so is consistent with s718 of the Fair Work Act 2009 and the Privacy Act 1988.

5.2. Unless provided for by this MoU, neither the RCI 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 Fair Work Ombudsman and the RCI may share relevant information on Commonwealth workplace relations laws with the Department of Jobs and Small Business 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.

Kristen Hannah
Deputy Fair Work Ombudsman
Stakeholder Engagement and Communications

June 2018

Juliana Payne
Chief Executive Officer
Restaurant and Catering Industrial

June 2018
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<tr>
<th><strong>Fair Work Ombudsman</strong></th>
<th><strong>RCI</strong></th>
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<td>Kristen Hannah – Deputy Fair Work Ombudsman</td>
<td>Juliana Payne – Chief Executive Officer</td>
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<td>Stakeholder Engagement and Communications</td>
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<td>Steve Ronson – Executive Director, Communications</td>
<td>Marianne Wells – In-House Counsel - Professional Advisory Services Manager</td>
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<td>Cletus Brown – Director, Communications</td>
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<td>Bruce Whyte – Assistant Director, Communications</td>
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<td><em>(National Liaison Officer)</em></td>
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