
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE FAIR WORK OMBUDSMAN
AND
SHOP DISTRIBUTIVE & ALLIED EMPLOYEES ASSOCIATION

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 compliance with Commonwealth workplace laws; and
- b) the Shop Distributive & Allied Employees Association (SDA) which provides advice, assistance and representation to members in the retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing and community pharmacy sectors.

1.2. The relationship between the FWO and the SDA 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 workplace participants in the retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing and community pharmacy sectors.

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 or the SDA in the way either party deals with any matter, how they takes decisions to pursue matters to Court or apply other compliance outcomes.

2.3. The MoU does not restrain or discourage the FWO or the SDA from making public statements about the state of workplace relations compliance in the retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing or community pharmacy sectors, or how such compliance may be improved.

2.4. The SDA acknowledges the role of the FWO includes building and enhancing relationships with other industry bodies, unions and 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 the SDA 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 in the retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing and community pharmacy sectors
- b) inquiries and investigations - common issues for promoting compliance;
- c) enforcement activities - common issues for promoting compliance;
- d) advising the SDA of any legal proceedings in the retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing and community pharmacy sectors
- e) SDA feedback on FWO processes and procedures;
- f) SDA feedback on strategies for future FWO educative and compliance activities;
- g) steps taken by the SDA to assist their members to know their entitlements under 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 wage rates, allowances and variations to retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing or community pharmacy sector awards;
- j) ideas to identify and promote compliance;
- k) ideas to address issues specific to workplaces in the retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing and community pharmacy sectors

3.3. One week prior to each meeting:

- a) the FWO will provide a summary to the SDA of future campaigns and the results of campaigns, investigations and enforcement activities relevant to the retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing and community pharmacy sectors
- b) the SDA will provide a summary to the FWO of 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 the SDA need to be addressed. These meetings will be chaired by the party who initiated the meeting.

3.6. A table of relevant FWO and the SDA 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.
- 4.3. This may occur through consultation on the Fair Work Ombudsman's website and mobile products tailored for the retail, fast food, retail warehousing and distribution, hairdressing, beauty, modelling, drug warehousing, pharmaceutical manufacturing or community pharmacy sectors as well as co-production of education, promotion and communication activities.
- 4.4. These initiatives may include but are not limited to:
 - a) employer and employee fact sheets and guides and other educative information for distribution by the SDA 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 the SDA 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 the FWO nor the SDA will provide third parties with information provided by the other party without the written consent of that other party.
- 5.3. The FWO may share relevant information on Commonwealth workplace relations laws with the Department of Employment and the Fair Work Commission and other relevant bodies.

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



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Joe de Bruyn
National Secretary
Shop Distributive & Allied Employees Association

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October 2014

6th

October 2014

SCHEDULE 1

Fair Work Ombudsman and SDA Key Contacts

Fair Work Ombudsman	SDA
Michael Campbell Deputy Fair Work Ombudsman - Operations	Joe de Bruyn, National Secretary Treasurer
Steven Ronson Executive Director, Dispute Resolution and Compliance	Ian Blandthorn, National Assistant Secretary
Cletus Brown Director, Dispute Resolution and Compliance	Gerard Dwyer, National Industrial Officer
Stephen Wade Assistant Director, Dispute Resolution and Compliance (National Liaison Officer)	Julia Fox, National Industrial officer