



Australian Government

# Fair Work OMBUDSMAN



Australian Security Industry  
Association Limited

## Memorandum of Understanding

Between

**THE OFFICE OF THE FAIR WORK OMBUDSMAN**

and

**AUSTRALIAN SECURITY INDUSTRY ASSOCIATION  
LTD**

### Recitals

- A. Australian Security Industry Association Ltd (ASIAL) is the largest security industry association in Australia. ASIAL provides advice, assistance and representation to members in the security sector, reflecting its membership of owners and operators of security businesses providing all forms of manpower, cash in transit, electronic and associated security services
- B. The Office of the Fair Work Ombudsman (FWO) is a Commonwealth agency established by the *Fair Work Act 2009* (Cth) which promotes harmonious, productive and cooperative workplace relations as well as compliance with Commonwealth workplace laws
- C. The relationship between ASIAL and the FWO is 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 security sector
- D. This Memorandum of Understanding between ASIAL and the FWO demonstrates the level of accountability and transparency that the two organisations bring to their relationship.

# 1. Interpretation

1.1 For ease of description, this Memorandum uses the following terms:

**ASIAL** means Australian Security Industry Association Ltd

**CEO ASIAL** means the person appointed to, holding or acting for the time being in the position of CEO of ASIAL.

**FWO** means the Office of the Fair Work Ombudsman.

**MoU** means this memorandum of understanding.

**Parties** means ASIAL and the FWO.

**Security Industry** includes the manpower, electronics, physical and other parts of the sector.

## 2. Purposes of the MoU

2.1 The purposes of this MoU are to:

- i. 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.
- ii. To establish an information sharing pathway for ASIAL members and other interested parties through ASIAL to the FWO.
- iii. Assist the FWO fulfil its responsibilities in promoting and monitoring compliance with Commonwealth workplace relations laws in the security industry.
- iv. To set out a common statement of intent and the commitment of both parties.

2.2 This MoU records the parties' shared understanding and expectations about their respective roles and responsibilities in relation to:

- i. ASIAL's responsibility to their members, and the wider industry they represent.
- ii. The FWO's role in promoting harmonious, productive and cooperative workplace relations and ensuring compliance with Australian workplace laws.

2.3 This memorandum is not intended to restrain ASIAL or the FWO in the way they conduct themselves, including during court or tribunal proceedings:

- i. The FWO respects the role of ASIAL in the representation of the interests of its members and nothing in this MoU prevents or discourages the undertaking of this role.
- ii. 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.
- iii. The MoU does not restrain or discourage the FWO from making public statements about the state of workplace relations compliance in the security sector, or how such compliance may be improved.

- iv. ASIAL acknowledges the role of the FWO includes building and enhancing relationships with other industry bodies (including competitors of ASIAL or its members), with unions and other relevant organisations.

### 3. Communication framework

- 3.1 Each party will nominate senior representatives to meet at least twice per annum to discuss strategic and operational issues concerning areas of mutual interest. Meetings will be hosted on an alternating basis.
- 3.2 Meetings will include, but not be limited to, the following issues:
  - i. campaign proposals, progress, feedback and common issues for promoting compliance;
  - ii. inquiries and investigations - common issues for promoting compliance;
  - iii. enforcement activities - common issues for promoting compliance;
  - iv. advising ASIAL of any legal proceedings in the security sector or against known ASIAL members;
  - v. ASIAL feedback on FWO processes and procedures;
  - vi. ASIAL feedback on strategies for future FWO educative and compliance activities;
  - vii. steps taken by ASIAL to assist their members to comply with Commonwealth workplace laws;
  - viii. how to jointly promote best practice;
  - ix. how to promote a shared understanding of the application of Commonwealth workplace laws, such as annual wage rates, allowances and variations to security sector awards;
  - x. ideas to address issues common to all employers in promoting compliance;
  - xi. ideas to address issues specific to workplaces in the security sector.
- 3.3 Ad hoc meetings may be called if matters of importance to the FWO or ASIAL need to be addressed.
- 3.4 A table of relevant FWO and ASIAL 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 security sector as well as co-production of education, promotion and communication activities

- 4.3 These initiatives may include but not be limited to:
- i. employer and employee fact sheets and guides and other educative information for distribution by ASIAL and the FWO;
  - ii. development of mutually agreed award interpretation and wage rate documentation;
  - iii. provision of speakers for appropriate conferences and other events;
  - iv. contributions to newsletters and electronic communication channels;
  - v. consultation on communication campaigns and other initiatives.

## 5. Variation and termination

- 5.1 This memorandum may be varied at any time by agreement of both parties. Any variations must be in writing and signed by both parties.
- 5.2 Either party may terminate this memorandum by providing 28 days' notice in writing to the other party.

## 6. Constraints imposed by laws

- 6.1 ASIAL and the FWO acknowledge that from time to time the other may be unable to fully comply with all the requirements of this memorandum due to constraints imposed by laws (including but not limited to Commonwealth and State privacy legislation). Each party agrees to use its best endeavours to exchange information to the extent permissible by law.

## 7. No intention to enter legal relations

- 7.1 The parties:
- i. Agree that by entering this memorandum they have no intention to enter legal relations.
  - ii. Confirm that this memorandum is not a legally binding document and is not enforceable as such, and neither party shall be entitled to any compensation or make any claim on the other before a court or any other person or body arising out of a breach by a party of this memorandum.

## 9. Privacy

- 9.1 It is understood that the FWO can only provide ASIAL with compliance information where doing so is not inconsistent with s718 of the *Fair Work Act 2009* and the *Privacy Act 1988*

- 9.2 Unless provided for by this MoU, neither ASIAL nor the FWO will provide third parties with information provided by the other party without the written consent of that other party
- 9.3 The FWO and ASIAL may share relevant information on Commonwealth workplace relations laws with the Department of Employment and the Fair Work Commission.

## 10. Communication

- 10.1 The exchange of information outlined in this memorandum will, unless agreed otherwise, occur at an operational level between the operational officers
- 10.2 The RCSA and the FWO will publish this memorandum on their respective websites.

## 11. Term

- 11.1 This memorandum has effect from the date it is signed on behalf of the last party to sign it for a period of three years, unless varied or terminated in accordance with paragraph 5 or by any right at law.

## SCHEDULE 1

### Fair Work Ombudsman and ASIAL Key Contacts

<b>Fair Work Ombudsman</b>	<b>ASIAL</b>
Michael Campbell – Deputy Fair Work Ombudsman - Operations	Bryan de Caires – Chief Executive Officer
Steven Ronson - Executive Director, Dispute Resolution and Compliance	Chris Delaney – Workplace Relations
Cletus Brown – Director, Dispute Resolution and Compliance	
Andrew Jones – Assistant Director, Dispute Resolution and Compliance ( <b>National Liaison Officer</b> )	

Signing page

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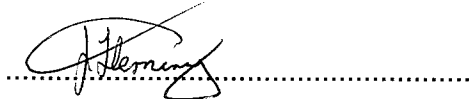


SIGNED by

Bryan de Caires, Chief Executive Officer

Australian Security Industry Association Ltd

in the presence of:



Signature of witness

JOHN FLEMING

Name of witness (block letters)

DATE: .....

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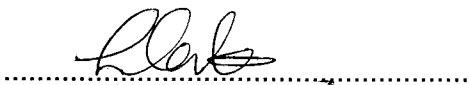
SIGNED by



Michael Campbell

Deputy Fair Work Ombudsman (Operations)

in the presence of:



Signature of witness

LOUISE CATO

Name of witness (block letters)

DATE: 18/12/17

**SCHEDULE 1**

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