

**Crown Melbourne Limited
Enterprise Agreement 2016**

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Crown Melbourne Limited Enterprise Agreement 2016

1. Title

This agreement will be known as the Crown Melbourne Limited Enterprise Agreement 2016.

2. Whom this Agreement Covers

2.1 This agreement covers the following:

2.1.1 The Company;

2.1.2 all employees who are employed by the Company in work classifications set out in Attachment A of this agreement (“**the employees**” or “**the employee**” as the case requires); and

2.1.3 subject to the provisions of the *Fair Work Act 2009* (Cth) (“**the Act**”), and upon application to, and approval by, the Fair Work Commission (“**FWC**”), the United Voice Union (“**UV**” or “**the Union**”).

3. Operation of the Agreement

3.1 This agreement operates to the exclusion of the Hospitality Industry (General) Award 2010 and supersedes the Crown Melbourne Limited Enterprise Agreement 2013 and all other previous agreements between the Company, the employees and/ or UV (formally known as LHMU) whether written or unwritten. While this agreement is in force, no other Federal or State awards or agreements shall apply.

3.2 This agreement will begin operating seven days after it is approved by the FWC, and shall reach its nominal expiry date on 1 July 2019.

3.3 The increase to wages and allowances for 2016 provided for in clause 7 (Salaries) will be backdated to commence from the first full pay period commencing on or after 1 July 2016, and employees will be paid back-payments where necessary.

4. No Extra Claims

This agreement is a comprehensive and full settlement of all enterprise bargaining claims between the parties for the duration of the agreement.

Prior to the nominal expiry date of this agreement, the Union and employees will not press any further or additional claims of any kind in relation to wages or conditions of employment, and the Company will not press any claims for reductions in relation to wages or conditions of employment in this agreement.

5. Objectives of the Agreement

The parties are committed to the need for change and continuous improvement in approaching operational issues and responding positively to such changes. Accordingly, the Company, and the employees and the Union commit to the following key objectives:

- the development of harmonious and productive working relations and an adherence to issue resolution procedures to avoid any disruption to the business or services provided by the Company;
- the provision of terms and conditions of employment which are fair and reasonable;
- the development and introduction of flexible working arrangements, having regard to the 24 hour, 7 day operation of the Company's business and the fluctuations in demand for labour which occur;
- best practice corporate and employee relations;
- the maximisation of productivity in all aspects of the business operations;
- to ensure that, in the overall context, the Company is not at a competitive disadvantage within the casino, hospitality and entertainment industries;
- to enable the Company to ensure that the workforce is rostered and allocated in accordance with the operational requirements of the business;
- the establishment of a progressive career structure based on relevant competencies underpinned where appropriate by approved training programs recognising the Company's establishment staffing levels;

- consultation over relevant employment issues with a recognition of the respective roles management, employees and the Union play in the workplace under this agreement;
- establishing and maintaining a safe and healthy workplace environment;
- fostering initiatives to reduce the levels of employee absenteeism and to improve the level of attendance by employees, particularly during peak business periods.

6. Contract of Employment

6.1 An employee will be employed as a full-time, part-time, temporary or casual employee.

6.2 Prior to commencing employment, all employees will be informed of the nature of their employment, their classification (within the structure in Attachment A), their salary and, where applicable, their ordinary hours of work.

6.3 Full-time and part-time employees

6.3.1 Full-time and part-time employees are employed on the basis of a rostering arrangement determined in accordance with clauses 10 (Hours of Work) and 11 (Roster) of this agreement.

6.3.2 With the exception of sub-clauses 12.12.2 (Annual Leave), 16.1.11(b) (Long Service Leave), 20.3 (Public Holidays) and 20.5.2 (Public Holidays), part-time employees are entitled to the benefits contained in this agreement on a pro-rata basis.

6.4 Temporary employees

6.4.1 The Company may employ temporary employees for a specified period of time, task or project on either a full-time or part-time basis in order to satisfy its operational requirements.

6.4.2 In respect of temporary employees engaged for a specified period of time, the period of the engagement will be stated in writing. A temporary employee may be engaged for more than one specified period of time, task or project but each engagement stands alone.

6.4.3 Temporary employees are entitled to the benefits contained in this agreement on a pro-rata basis.

6.5 **Casual employees**

6.5.1 A casual employee is an employee engaged and paid by the hour.

6.5.2 The provisions in clauses 12 (Annual Leave), 13 (Personal/ Carer's and Compassionate Leave), 14 (Parental Leave), 33 (Termination of Employment) and 34 (Redundancy) of this agreement do not apply to casual employees, subject to the Act.

6.5.3 Consistent with the nature of casual employment, casual employees do not qualify for leave as each engagement stands alone. Further, where a casual employee is subsequently employed on a full-time or part-time basis, any period for which the employee was engaged and paid as a casual employee shall not be taken into account for the purpose of determining their leave or redundancy entitlements under this agreement. Casual employees may be entitled to long service leave subject to the *Long Service Leave Act 1992 (Vic)*.

6.5.4 Where a full-time or part-time employee transfers to casual employment, their outstanding accrual of:

- time in lieu and
- annual leave

will be paid to the employee in the next pay period after the effective date of the transfer. Continuity of service will not be broken as a result of this transfer, but consistent with clause 45 (Continuous Service), the employee will not accrue annual or personal/ carer's leave in respect of their period of service as a casual.

Upon a transfer from full-time or part-time to casual employment, an employee will lose the benefit of their accrued and untaken personal leave entitlement, if any.

6.5.5 Where a casual employee has reached 24 months continuous service with the Company the employee has

the option to convert to a permanent part-time or full-time position depending on the employee's past work pattern. Employees performing additional casual work under a "Multi-hire" arrangement in accordance with clause 6.7 of this agreement do not have the option to convert to permanent employment under this clause if they perform their primary role on a permanent full-time or part-time basis.

6.6 Probationary and qualifying periods of employment

6.6.1 Upon commencement of employment with the Company, an employee will be subject to a probationary period of six months. Employees will be informed of the probationary period in their letter of offer. The purpose of the probationary period is to enable the Company and the employee to assess the suitability of the employee for continued employment.

6.6.2 Prior to the expiry of the probationary period, the Company or the employee may terminate the employment relationship on one week's notice to the other party or by payment or forfeiture of one week's salary (as the case may be) in lieu of such notice. This notice period or payment in lieu does not apply to casual employees.

6.7 Additional Casual Work ("Multi-hire")

6.7.1 The purpose of offering multi-hire employment opportunities is to provide employees with the opportunity to work in another working arrangement other than that in which they are primarily engaged. Although an employee is engaged to perform duties within a primary working arrangement (regardless of status) he or she may agree to work on a casual basis in a different position. This is subject to the employee being capable of performing the duties and subject to any restrictions imposed by the *Casino Control Act 1991 (Vic)*. A multi-hire arrangement gives rise to a separate contract of employment with the employee being engaged and paid as a casual employee.

- 6.7.2 Employees covered by other awards and agreements are permitted to work under a multi-hire arrangement provided that there are no terms or conditions within their particular conditions of employment for their primary positions that prohibit this type of activity.
- 6.7.3 An employee shall only be engaged under a multi-hire arrangement at times when the employee is not rostered to work in his or her primary working arrangement and at times when the employee is not, or will not, be required to work overtime in his or her primary working arrangement.
- 6.7.4 An employee engaged in a multi-hire arrangement is entitled to a minimum break of 8 hours between the completion of the engagement and the commencement of their next rostered shift, unless a shorter break is taken by mutual agreement.
- 6.7.5 Employees on any form of personal or long service leave from their primary working arrangement should not be rostered to perform multi-hire engagements during the period of leave.
- 6.7.6 Employees are not allowed to enter into a multi-hire arrangement in their own role or position in order to pick up additional shifts.
- 6.7.7 Each department has sole discretion as to whether it will offer a multi-hire arrangement to employees provided that the multi-hire arrangement does not hinder Company operations, or compromise the internal controls and/ or integrity of the Company.
- 6.7.8 Employees who have entered into a multi-hire arrangement must ensure restricted areas to which they have been granted access in their primary working arrangement are not accessed when working in their multi-hire arrangement and vice versa.
- 6.7.9 If an employee suffers an injury covered by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) while working under a multi-hire arrangement, any compensation benefits will be calculated by reference to

the relevant provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (as amended).

6.8 **Suspension**

6.8.1 In circumstances where an employee may be terminated for serious misconduct or is liable for dismissal, having regard to their prior work history, the Company may at its discretion, suspend the employee with pay for a period of up to ten working days.

6.8.2 The appropriate period of any suspension will be determined by the Company but such a decision will not limit the Company's right to terminate the employee's employment.

6.9 **Licensing**

6.9.1 The business operations of the Company covered by this agreement are regulated in part by the VCGLR operating under the provisions of the *Casino Control Act 1991* (Vic) (as amended) and the *Gambling Regulation Act 2003* (Vic) (as amended).

6.9.2 Part 4 of the *Casino Control Act 1991* (Vic) requires certain employees to be licensed with the VCGLR. Therefore, it is a condition of employment for those employees required to be licensed by the VCGLR from time to time, to obtain and maintain an operative licence with the VCGLR. Failure to maintain such a licence will be considered serious misconduct and will necessarily result in the cessation of the employee's employment on and from the date that the Company is advised by the VCGLR that the licence became inoperative.

6.10 **Abandonment**

6.10.1 An employee, other than an employee who is on leave which is authorised by the Company under the provisions of this agreement, will be taken to have abandoned and so terminated their employment if they are absent from work for a period in excess of three consecutive rostered

shifts and have not complied with relevant notification requirements.

6.10.2 If an employee's employment terminates as a result of the operation of sub-clause 6.10.1, the termination of employment will operate from the date of the employee's last attendance at work.

6.11 **Confidentiality**

6.11.1 An employee may, during the course of their employment, obtain or have access to business related information which may or may not be marked or otherwise outwardly identified as confidential information ("**confidential information**"). An employee must not use the confidential information or disclose it to any person, either internal or external to the Company, during or after their employment except for purposes directly related to furthering the Company's business or the purposes of the employee's duties.

6.11.2 Breaches of confidentiality by an employee may, depending on the circumstances, be considered serious misconduct.

7. **Salaries**

7.1 **Payment for Work Performed**

7.1.1 Employees will be paid on the basis of the salary arrangement as set out in sub-clause 7.2 of this agreement. The salaries take into account and are calculated to compensate employees for all special rates, loadings, weekend, evening and all other penalties (with the exception of public holiday penalties and casual loadings as set out in sub-clause 7.4.4) and allowances that would have been payable under the Award but are not provided for in this agreement.

7.1.2 Employees will be paid on the basis of hours actually worked except where an employee is entitled to paid leave under this agreement.

7.1.3 Subject to this sub-clause 7.1, the salaries prescribed for full-time employees are set out in Attachment A to this agreement, which include the salary increases set out below.

7.2 Annual salaries

During the life of this agreement, the rates of pay contained in the *Crown Melbourne Limited Enterprise Agreement 2013*, will be increased as set out in Attachment A. The rates in the agreement have been adjusted by the following increases, which are payable from the start of the first fortnightly pay period commencing on or after 1 July in each year as specified below:

Date of indicative increase	%
July 2016	3.75%
July 2017	3.75%
July 2018	3.75%

7.3 Recognition Allowance

All employees employed at the time this Recognition Allowance payment is due shall be paid 0.50% of their gross earnings for the relevant Recognition Allowance Period as outlined below:

Recognition Allowance Period	Payment Due Date
1 July 2016 – 11 December 2016	First full pay period after agreement commences.
12 December 2016 – 11 June 2017	15 June 2017
12 June 2017 - 10 December 2017	14 December 2017
11 December 2017 – 10 June 2018	14 June 2018
11 June 2018 – 9 December 2018	13 December 2018
10 December 2018 – 23 June 2019	27 June 2019

7.3.1 This Recognition Allowance will be calculated on an employee’s gross earnings, made up of any paid leave, ordinary hours, overtime hours and hours worked under a

shift pick-up arrangement (clause 11.2.4 (f)) worked and paid, and higher duty payments. For the purposes of this clause, an employee's gross earnings do not include allowances as outlined in clause 31 (Allowances) and clause 35 (Uniforms and Equipment), superannuation contributions made by the Company on behalf of an employee, amounts paid to an employee where the employee has elected to cash out annual leave in accordance with clause 12 (Annual Leave) or gross earnings for a role not covered by this agreement.

7.3.2 If an employee commences employment with the Company after the commencement of a Recognition Allowance Period specified in clause 7.3 of this agreement, the employee will be paid a Recognition Allowance payment on a pro-rata basis for that relevant Period.

7.3.3 An employee whose employment with the Company ends prior to a payment due date, is not eligible to receive this allowance on gross earnings from the commencement of the relevant Recognition Allowance Period specified in clause 7.3 up to termination, except for employees whose employment ends due to redundancy as outlined in clause 34 (Redundancy).

7.3.4 This Recognition Allowance is subject to superannuation in line with the *Superannuation Guarantee Act 1992*.

7.4 **Hourly Rates of Pay**

7.4.1 The ordinary hourly rate of pay for a full time employee will be as set out in Attachment A.

7.4.2 The ordinary hourly rate of pay for a part-time employee will be the ordinary hourly rate of pay for a full time employee in the same classification.

7.4.3 Depending on the basis of their employment, temporary employees will be paid in accordance with either sub-clause 7.4.1 or 7.4.2 above.

7.4.4 Casual employees will be paid an hourly rate based on the annual salary for the classification in which they are

engaged. A 25% loading applies to the ordinary hourly rate of pay for all hours actually worked, and for the removal of doubt the rates set out in Attachment A (casuals) include this loading. However, the ordinary hourly rate of pay to casual employees where other penalties apply will not be greater than the rate of pay applicable to full-time or part-time employees in their equivalent classification in such circumstances.

7.5 Trainee and Junior Rates

7.5.1 For the duration of the traineeship, employees engaged as “trainees” under a recognised traineeship arrangement will be paid a minimum of 80% of the appropriate adult classification for the work performed, according to the classification structure at Attachment A.

7.5.2 Subject to compliance with relevant legislative requirements, the minimum rate for a junior employee under 20 years of age shall be the following percentages of the rates prescribed for the adult classification for the work performed:

Age	Percentage of Adult Rate
17 years	70%
18 years	80%
19 years	90%

7.6 Apprentices

Apprentices will be paid in accordance with the percentage rates set out below. The appropriate adult classification for the purposes of calculating rates of pay for apprentices will be determined by the Company according to the classification structure at Attachment A.

Year of Apprenticeship	Percentage of Adult Rate
1	55%
2	65%
3	80%

7.7 Supported Wage System

7.7.1 The Supported Wage System (SWS) is an Australian Government system to promote employment for people who cannot work at full productivity because of the effects of a disability. Applications for, and the administration of, the SWS is the responsibility of the Department of Education, Employment and Workplace Relations (or as otherwise renamed).

7.7.2 Employees who are hired by the Company that are eligible and qualify for the SWS, will be paid a percentage of the ordinary hourly rate of pay applicable to their classification as set out in Attachment A to this agreement. The applicable percentage of the ordinary hourly rate will be determined in accordance with the SWS schedule contained in the *Hospitality Industry (General) Award 2010*, as amended from time to time.

7.7.3 Employees hired by the Company under the SWS will be entitled to the same terms and conditions of employment as other employees covered by this Agreement on a pro rata basis.

8. Classification, Skill Development and Career Progression

8.1 The classification and salary structure applying to employees is set out in Attachment A to this agreement, which identifies the salary applicable to each classification within the structure.

8.2 In addition to any other requirements which an employee must satisfy to progress through the classification structure, such as attaining the required competency skills and merit, an employee can only progress if a vacancy is available as determined by the Company's staffing establishment levels.

8.3 For the purposes of an employee's progression through the classification structure set out in Attachment A to this

agreement, any period of leave without pay in excess of two weeks does not count towards an employee's length of service.

8.4 Introductory rates

8.4.1 Except as provided in sub-clause 8.4.2, new employees may at the Company's discretion be paid an introductory rate equivalent to 92.5% of the ordinary hourly rate for their classification for a period up to 495 hours of continuous service following the commencement of their employment.

8.4.2 Introductory rates will not be applied to:

- trainees employed subject to sub-clause 7.5 (Trainee and Junior Rates);
- apprentices employed subject to sub-clause 7.6 (Apprentices);
- employees subject to the salary structure for Dealers, Cage Cashiers, RSA Officers at level 4, and Gaming Machines employees at sub-clauses 8.5, 8.6 and 8.8, and as set out in Attachment A; or
- employees re-employed by the Company in a position they previously held, provided that they are re-employed within two years of the termination of their employment.

8.5 Salary Structure for Cage Cashiers and Gaming Machines employees

8.5.1 Employees engaged as Cage Cashiers, Customer Service Attendants Gaming Machines, and Gaming Hosts (as grandfathered) may at the Company's discretion be subject to the rates of pay set out in the salary structure at Attachment A, corresponding with their length of continuous service with the Company.

8.5.2 For the purposes of the salary structure for these positions, the Company will recognise an employee's previous service in a particular position with the Company if they are re-employed into that position within two years of the termination of their employment.

8.5.3 Employees who are not subject to the salary structure for these positions may at the Company's discretion be subject to introductory rates of pay in accordance with sub-clause 8.4.1 (Introductory rates) and existing Company guidelines.

8.5.4 The Company is committed to ensuring that employees with less than two years continuous service who are subject to the salary structure for these positions are treated fairly in comparison to employees in these positions with more than two years continuous service, in relation to:

- the number of hours for which they are rostered;
- the allocation of overtime and public holiday shifts;
- training opportunities;
- opportunities for promotion (subject to the Company's relevant guidelines).

8.6 Salary Structure for Table Games employees

8.6.1 Effective from the first fortnightly pay period commencing on or after 1 July 2016, employees engaged as Dealers are subject to the rates of pay set out in the salary structure at Attachment A, corresponding with their length of continuous service in their role as a Dealer with the Company.

8.6.2 For the purposes of the salary structure for this position, the Company will recognise an employee's previous service as a Dealer with the Company if they are re-employed into that position within two years of the termination of their employment. In these circumstances, the employee may only be recognised up to the two year service rate.

8.6.3 For the purposes of the salary structure for this position, the Company may recognise an employee's service as a Dealer with another official Australian or international casino up to the two year service rate at Attachment A, provided that the employee has worked as a Dealer within

the last two years of the date of commencement with the Company, and provided that the Company assesses the employee as satisfying its competency based requirements.

8.6.4 For the purposes of the salary structure for this position, the Company will recognise inter-department transfers up to the one year service rate at Attachment A. Inter-department transfers are when an employee transfers from another position within the Company to a Dealer position, without breaking their continuous service with the Company.

8.6.5 Junior rates, as outlined in sub-clause 7.5.2, will apply to any new Dealer employed after the date this agreement takes effect. The Company confirms its commitment to no unlawful discrimination in relation to the selection, hiring, or allocation of shifts to the employees in which a junior rate applies.

8.7 Salary Structure for Security employees

8.7.1 Employees engaged as Security Services Officers are subject to the rates of pay set out in the salary structure at Attachment A. For the avoidance of doubt, years' of service referred to at Attachment A means an individual employee's completed years' of service in an individual employee's role as a Security Services Officer at Crown Melbourne.

8.7.2 The following transitional arrangements shall apply at the time this agreement takes effect:

- Employees classified as Level 9 Security Services Officers in the *Crown Melbourne Limited Enterprise Agreement 2013* will move to Level 10 under this agreement.

8.8 Salary Structure for RSA Officer employees

8.8.1 Upon commencement of this agreement, employees engaged as RSA Officers are subject to the rates of pay set out in the salary structure at Attachment A,

corresponding with their length of continuous service in their role as a RSA Officer with the Company.

8.8.2 Should this transition result in a lower rate of pay than the rate of pay applicable to a given RSA Officer immediately before the commencement of this agreement, the relevant RSA Officer will maintain their higher rate of pay that existed immediately prior to the new structure becoming effective. The following transitional arrangements will apply:

8.8.2.1 An RSA Officer will receive the annual 3.75% increases under clause 7.2 of this agreement on that higher rate until they progress to the next level in the classification structure in Attachment A of this agreement.

8.8.2.2 When the RSA Officer progresses to the next level in the classification structure in Attachment A of this agreement:

- a. the RSA Officer will be paid the rate applicable to that level as set out in Attachment A of this agreement; and
- b. any annual increase due to the RSA Officer under clause 7.3 of this agreement will be applied to that rate.

8.9 Salary Structure for Reservations Agents, Guest Services Advisors, Food and Beverage Attendants and Environmental Services Attendants

8.9.1 Upon commencement of this agreement, employees engaged as Reservations Agents, Guest Services Advisors, Food and Beverage Attendants and Environmental Services Attendants are subject to the rates of pay set out in the salary structure at Attachment A, corresponding with their length of continuous service in their respective role with the Company.

8.9.2 Should this transition result in a lower rate of pay than the rate of pay applicable to the employee immediately before the commencement of this agreement, the relevant employee will maintain their higher rate of pay that existed immediately prior to the new structure becoming

effective. The following transitional arrangements will apply:

8.9.2.1 the employee will receive the annual 3.75% wage increases under clause 7.2 of this agreement on the higher rate until they progress to the next level in the classification structure in Attachment A of this agreement;

8.9.2.2 when the employee progresses to the next level in the classification structure in Attachment A of this agreement:

- a. the employee will be paid the rate applicable to that level as set out in Attachment A of this agreement; and
- b. any annual increase due to the employee under clause 7.2 of this agreement will be applied to that rate.

8.10 Training

8.10.1 All required Company training, with the exception of pre-employment training, will be conducted at the Company's expense and in paid time, whether during or after normal rostered hours. The Company will make every reasonable effort to ensure that training courses are conducted during employees' rostered working hours. If it is not possible for a training course to be conducted during employees' rostered working hours, the Company will pay employees at their ordinary hourly rate of pay for the time spent attending the training course.

8.10.2 Where an employee undertakes training which is approved by the Company and it is directly related to their current duties, they will be paid according to sub-clause 8.10.1. In circumstances where employees are undertaking training at their own request and the training is not directly related to their current duties, the training will be without pay.

8.10.3 The required training in the Table Games structure, as outlined in Attachment A, will not delay an employee's

movement through the specified levels in the structure, provided the employee commits in writing to completing the training required, and further does not unreasonably delay or refuse to undertake that training when scheduled by the Company.

8.10.4 The Company confirms that the intention of training under the Table Games structure is not to require an employee to undertake additional duties in their current roles.

8.10.5 The Certificate III training as required in the Security structure outlined at Attachment A, will not delay an employee's movement through the specified levels in the structure, provided the employee commits in writing to completing the training required, and further does not unreasonably delay or refuse to undertake that training when scheduled by the Company.

8.10.6 The Company will provide employees with the necessary written consent form as prescribed by sub-clauses 8.10.3 and 8.10.5 prior to the employee reaching the length of service associated with the training required.

8.11 Higher Duties

Subject to sub-clause 8.12 (Higher Duties – Table Games) and Attachment A, where an employee is appointed by the Company (with the employee's consent) to act in a higher duties capacity in another position under this agreement for a period of four or more hours a payment equal to the salary difference between the relevant positions shall be paid for each whole shift worked. For work of between 15 minutes and less than four hours duration, the employee shall be paid the higher rate for the time actually worked. No additional payment will be made under this clause to employees who work in a higher duties capacity where that work is undertaken as part of training being accessed by the employee, or when the employee is performing in a higher duties capacity of less than 15 minutes.

8.12 Higher Duties – Table Games

Dealers who are required to perform work acting as a Games Supervisor on a temporary basis for a full shift or for part of a shift will be entitled to an additional payment of \$32.16 per shift.

This higher duties payment will be paid in addition to the employee's ordinary hourly rate of pay for the actual hours worked on the shift.

Subject to operational needs, the Company confirms its commitment to providing Higher Duties in accordance with its current practice, and to distributing available Higher Duties shifts on a fair and equitable basis.

8.13 Career Progression

8.13.1 All available positions covered by this agreement shall be advertised by the Company internally for at least a concurrent or longer period, than externally advertised. The Company will utilise various mediums to advertise in accordance with current industry practices, such as Internet and noticeboards, or other mediums from time to time.

8.13.2 The Company will provide a facility for employees to express their interest in potential positions, whether currently available or not.

8.14 Selection

8.14.1 In assessing any candidate for an advertised position, the Company's selection criteria, where all other things are equal, will:

- include consideration of experience in the area in which the position resides in the organisation; and
- not include performance management issues that have not been addressed (whether verbally or in writing) with the relevant candidate.

8.14.2 All candidates will receive confirmation of their success or otherwise in relation to their application as soon as

practicable after the position has been filled; usually within 14 days.

8.14.3 On request, unsuccessful candidates will receive feedback regarding their application within a reasonable timeframe. Feedback may be given in writing when the request is made to the Human Resources department by the candidate.

9. Payment of Salaries

9.1 Employees will be paid fortnightly for actual hours worked by electronic funds transfer into an account within Australia nominated by the employee. At the time of payment, a record of payment will be available to each employee showing all details of earnings and deductions, including superannuation contributions.

9.2 Fortnightly payments to employees will include allowances due to employees for that period and payment for any overtime worked by reference to the applicable two or four week roster period and the provisions of clause 19 (Overtime).

9.3 Efficient and accurate time-recording is necessary to ensure that employees are paid correctly for actual hours worked. In order to be paid for hours actually worked, employees are required to manually or electronically record (by means of the "swipe" system or other like system) their commencement and finishing time for each shift. If an employee is concerned about a time clock failure or error, they must immediately notify their manager. Any continued or ongoing issues concerning a time clock failure or error will follow the provisions of clause 30 (Issue Resolution Procedure).

9.4 In normal circumstances, leave will be paid in the pay period in which the leave is taken or in the next pay period after the receipt of the approved leave form, whichever is later. However, in extraordinary circumstances, where the leave form is received later, the Company may exercise its discretion to pay when the leave is taken.

9.5 **Procedures for handling errors or queries in pay**

Subject to clause 9 (Payment of Salaries):

9.5.1 Any over payment or under payment of less than or equal to the equivalent of eight hours' gross pay will be corrected in the next pay period. Over payments will be corrected following notification in writing to the employee.

9.5.2 The Company will use its best endeavours to ensure that any under payment of greater than the equivalent of eight hours' gross pay will be corrected within five days of Payroll being advised of the underpayment by the relevant supervisor/manager.

9.5.3 Any over payment of greater than the equivalent of eight hours' gross pay will be corrected, following notification in writing to the employee, at the rate of:

- up to \$150 (gross); or
- 25% of the over-payment (whichever is the greater);

per pay period until the overpayment is fully repaid, unless otherwise agreed in writing with the employee in case of financial hardship.

9.6 On termination of employment, an employee will be paid all monies owed up to the time of termination in accordance with the provisions of sub-clauses 12.11 (Annual Leave), 21.3 (Time Off in Lieu), 16.1.8 (Long Service Leave), 33.1 and 33.3 (Termination of Employment).

10. Hours of Work

10.1 Full-time employees

Subject to sub-clause 11.2.4 (Variation to rostered shifts), the normal hours of work for a full-time employee will be an average of 38 hours per week which will be worked over 152 hours in a four week roster period. Such hours will be worked in accordance with a roster as provided for in sub-clause 11.2 (Rostering arrangements) of this agreement.

10.2 Part-time employees

10.2.1 Subject to sub-clause 11.2.4 (Variation to rostered shifts), part-time employees will be assigned to one of four bands as set out below. The ordinary hours of work for a part-time employee may vary between a minimum of 32 hours and a maximum of 144 hours in any four week roster period depending on the band to which they are assigned. Such ordinary hours will be worked in accordance with a roster as provided for in sub-clause 11.2 (Rostering arrangements) of this agreement and within the following specified range of hours:

Four Week Roster Period
Part-time band 1: 32-96 hours
Part-time band 2: 64-128 hours
Part-time band 3: 80-144 hours
Part-time band 4: 120-144 hours

10.2.2 Notwithstanding the ranges of hours provided for by sub-clause 10.2.1 and subject to sub-clause 11.2.4 (Variation to rostered shifts), an employee may by agreement with the Company work up to a maximum of 152 ordinary hours in any four week roster period.

10.2.3 Upon commencement of employment, the Company will determine the applicable range of hours for each part-time employee.

10.2.4 The range of hours for part-time employees may be altered at any time by agreement between the Company and the employee.

10.2.5 Employees are required to be available to work such hours within their specified range of hours as are necessary to meet the Company's operational and business requirements and to comply with the rostering arrangements for each roster period.

10.3 Waitlist for vacancies in full-time and part-time employment

10.3.1 Vacancies in full-time positions and part-time positions in bands three (3) and four (4,) as set out in sub-clause 10.2.1, will be offered to current employees of the Company before a new employee is recruited.

10.3.2 Full-time and part-time employees will have access to a facility provided by the Company in the form of a waitlist to request conversion:

- a. from full-time to part-time employment status; or
- b. from part-time to full-time employment status; or
- c. between the part-time bands referred to in clause 10.2,

in their current position and within their current outlet/area within the business so that they may be considered for a position when it becomes vacant.

10.3.3 If the Company agrees to convert an employee from either:

- a. full-time to part-time employment status; or
- b. to a lower part-time band referred to in clause 10.2,

on a permanent basis, the Company will fill the position of the employee who has requested and subsequently has been approved to convert part-time bands or employment status using the relevant waitlists under this clause 10.3. Further, the Company will fill the position of the employee who moves into the higher position using the relevant waitlists under this clause 10.3. Any positions in part-time band 3 or part-time band 4 that become vacant as a result of the conversion process under this clause 10.3 will continue to be filled in accordance with the relevant waitlist.

By way of example only, an employee requests to move from full-time to part-time band 2. This is accepted and actioned by the Company in accordance with this clause. The Company will then refer to the relevant waitlist and offer a full-time position to the employee first in line on the

waitlist, provided that they meet the selection criteria for the role.

The ECC will report on employee movements as a result of this clause 10.3.3, clause 10.4 and clause 10.6.

10.3.4 Selection

10.3.4.1 In assessing any candidate for conversion between employment status or bands, the Company's selection criteria will:

- provide preference to employees whose application is received first in time; and
- not include performance management issues that have not been addressed (whether verbally or in writing) with any employee requesting conversion.

10.3.4.2 An employee who has requested conversion in accordance with this clause 10.3 will be provided with a response to their request within 14 days. This response will include an acknowledgement of receipt of the request, and may also include advice as to the ongoing status of the employee's request.

10.3.4.3 An employee will be able to request from the Company and be provided with information, within a reasonable timeframe, as to his/ her position in the queue for their requested conversion at any given time.

10.4 Conversion to a higher part-time band or from part-time to full-time employment

Subject to the terms of this clause, an employee may request to convert to a higher part-time band, or from part-time employment to full-time employment.

10.4.1 A part-time employee shall be entitled to convert to a higher part-time band, or from part-time employment to full-time employment if:

- a. the employee has at least 12 months' continuous service in the role that they occupy at the time of making a request for conversion; and
- b. the employee works the minimum hours per cycle specified for the band they seek to convert to for a period of at least 13 consecutive roster cycles as follows:

Band Post Successful Review	Minimum Hours Worked per Cycle to Request Review
Part-time band 2	80 hours
Part-time band 3	112 hours
Part-time band 4	136 hours
Full-time	152 hours

10.4.2 Notwithstanding clause 10.4.1(b), a part-time employee is eligible to convert to full-time employment if they work a minimum of 152 hours per cycle for at least 12 of the 13 roster cycles.

10.5 Calculating minimum hours worked per cycle

10.5.1 For the purposes of clause 10.4.1, the minimum hours worked per cycle will not include:

- a. hours worked by the employee under a shift pick-up or give-away arrangement in accordance with clause 11.2.4(f) of this agreement;
- b. hours worked by the employee in a role other than their primary role. This includes, but is not limited to, work performed under a multi-hire arrangement under clause 6.7 of this agreement or higher duties, including higher duties in a salaried role not covered by this agreement; or
- c. any period of unpaid or unauthorised leave.

10.5.2 For the purposes of clause 10.4.1, the employee's minimum hours worked per cycle:

- a. will include any period of paid leave approved by the Company during the relevant cycle/s;
- b. will be calculated per cycle, rather than an average over 13 roster cycles; and
- c. must be worked at the request of the Company.

10.6 Requests for conversion that may be approved at the Company's discretion

10.6.1 A part-time employee who has not worked the minimum hours over 13 consecutive roster cycles specified in clause 10.4.1(b) may request to convert to a higher part-time band, or from part-time employment to full-time employment if:

- a. the employee has worked the minimum hours per cycle for all but one roster cycle; or
- b. the employee has been absent from work, or has not worked the minimum hours per cycle, as a result of extenuating circumstances, which have impacted on the employee's ability to meet the conditions in clause 10.4.1; or
- c. the employee has taken reasonable steps to accept additional hours offered by the Company and has been declined; or
- d. the employee's average hours over 13 consecutive roster cycles meets or exceeds the minimum hours per cycle.

10.6.2 The Company will consider any application made by an employee and has the discretion to approve or decline the request.

10.7 Making requests for conversion

10.7.1 A part-time employee may make a request for conversion at any time, irrespective of whether there is a vacant

position. If a position is vacant, the Company will follow the process set out in clause 10.3 of this agreement.

10.7.2 A part-time employee may make a maximum of one request for conversion per roster cycle.

10.7.3 An eligible employee is responsible for raising a request to the Human Resources department by following the applicable process. No automatic process will be put in place by the Company to review an employee's employment status.

10.7.4 All requests for conversion will be reviewed on a case-by-case basis. The Company will not:

- a. unreasonably refuse a request made by an employee; or
- b. roster employees in a way that is designed to render employees ineligible to make a request.

10.7.5 The Company will decide a request for conversion within one month from the date that the request is received.

10.7.6 If the Company approves a request for conversion, the change will take effect at the commencement of the next full roster cycle following the date on which the Company approves the request.

10.7.7 An employee may seek review of a decision by the Company to deny a request for conversion made under this clause. The review will be conducted by the Company's Executive General Manager of Human Resources.

10.7.8 For Security Officers only, if the Company approves a request to convert a part-time employee to full-time employment, the Company will roster the Security Officer in accordance with the business' requirements, taking into account operational demands. The employee's roster may not reflect the full-time roster template following their conversion under clause 10.4.

10.8 Temporary employees

Temporary employees will be treated on the same basis as full-time or part-time employees depending on the nature of their particular engagement.

10.9 Casual employees

10.9.1 Other than by agreement pursuant to a shift give-away or shift pick-up arrangement as covered in paragraph 11.2.4(f) (Variation to rostered shifts), casual employees will not normally be required to work more than 152 ordinary hours in a four week roster period.

10.9.2 The Company will provide casual employees a minimum of three hours' work (or three hours' pay) on each engagement.

10.10 Additional Hours Allocation System

10.10.1 Each department, area or outlet will have an allocation system to ensure that where hours or shifts become available for work covered by the terms of this agreement, those shifts or hours are offered to existing employees (part-time or casual) who occupy the same position and are appropriately qualified, with such offers to remain open for a reasonable period (having regard to business requirements to cover such shifts or hours) prior to the engagement of contract labour.

10.10.2 This clause shall not apply to those departments, sub-departments, areas or outlets in which contract labour was engaged to perform the total work covered by the terms of this agreement in that area or outlet at the time this agreement commences operation. For the removal of doubt, this clause 10.10 shall not impact the Company's ongoing requirement to meet productivity requirements as per clause 40 (Use of Contractors).

11 Roster

11.1 Rostering principles

11.1.1 The Company manages a 24 hour, 7 days a week operation. Consequently, flexibility in rostering

arrangements is essential to meet the needs of the business. This is particularly so during peak periods.

11.1.2 This agreement contains a number of measures and initiatives designed to maintain flexible working arrangements consistent with the Company's operational requirements including but not limited to multi-hiring, fixed and variable shifts, an "Early-Out" option, a "Late-In" option, shift swaps, give-aways and pick-up arrangements for employees.

11.1.3 The Company will not under normal circumstances roster split shifts except in relation to restaurant and banqueting areas of its operations. A split shift must be completed no longer than 12 hours after the commencement of the shift. The unpaid break during a split shift must not exceed four hours. In those areas where split shifts are used, the Company will endeavour to distribute split shifts as fairly as possible, having regard to business needs.

11.1.4 Subject at all times to the needs of the business and employee requests, the Company will use its best endeavours to provide employees with the maximum possible number of weekends rostered off, reduce the number of periods of six consecutive working days in any roster period and reduce the number of variations in shift start times within any roster period. This sub-clause 11.1.4 does not apply to casual employees.

11.1.5 Rosters will, where possible and subject to business needs, take into account an employee's individual family and personal health issues.

11.2 Rostering arrangements

11.2.1 General provisions

- (a) Rosters will detail working arrangements for a four week period.
- (b) The Company undertakes to use its best endeavours to ensure that employees receive 14 days advance notice of the roster for the following

roster period. However, the parties recognise that given the Company's industry position and its commitment to providing outstanding customer service, it may be necessary for rosters to be posted with a minimum of 7 days' notice. The Company may however implement any change by giving employees at least 7 days' notice of the change to their rostered hours.

- (c) The Company undertakes to use its best endeavours to increase access to the highest number of Saturdays and Sundays off work for those employees who desire it.
- (d) The Company recognises the importance of ensuring that any changes to a roster are effectively communicated to employees using available information systems.
- (e) Rosters may provide for shifts (inclusive of breaks) of between 6 hours and 10 hours for full-time employees and between 3 hours and 10 hours for all other employees. However, by agreement between the Company and the majority of employees in a particular business unit, department, section or sub-section, the Company may roster shifts of up to 12 hours (inclusive of breaks), although no employee will be rostered to work more than three consecutive 12 hour shifts at any time. This provision does not limit the ability of the Company and employees to vary rostered shifts in accordance with the terms of this agreement, for example, by requiring an employee to work a reasonable amount of overtime.
- (f) Subject to sub-clause 11.1.3, rosters will provide for a minimum of 10 hours break between the completion of a rostered shift and the commencement of the employee's next rostered shift. However, this break may be reduced to 8 hours:

- by agreement between the Company and employee; or
 - pursuant to an engagement under sub-clause 6.7 (Multi-hire).
- (g) Requested Rostered Days Off. Rosters will provide for a minimum of eight (8) rostered days off in every four week roster period:
- a. In each year employees (other than employees in Table Games), may request that a particular day be designated as a rostered day off, and are guaranteed that this request will be granted (subject to business demands and notified black-out periods). Employees are entitled to have such a request granted on up to six occasions per year (but may make further requests), subject to business demands.
 - b. For Table Games employees only, in each year, may request that a particular day be designated as a rostered day off, and are guaranteed that this request will be granted (subject to business demands and notified black-out periods). Employees are entitled to have such a request granted on up to twelve occasions per year (but may make further requests), subject to business demands.
- (h) No full-time or part-time employee will be rostered to work for more than eight (8) consecutive days in a rolling 28 day period. Any employee rostered to work for more than eight (8) consecutive days will receive two consecutive rostered days off immediately following.
- (i) The Company undertakes to use its best endeavours to reduce the incidence of employees being rostered to work six (6) or more days consecutively.

- (j) The Company undertakes to use its best endeavours to reduce the incidence of employees' rosters specifying more than two different shift start times in any one (1) week period.

Sub-clauses 11.2.1 (a), (b), (c), (g), (i), and (j) do not apply to casual employees.

11.2.2 Subject at all times to the needs of the business, the parties will work towards the elimination of shifts with a start time between midnight and 4am, except where these shifts are necessary to satisfy operational business needs.

11.2.3 Fixed and variable shifts

- (a) The Company may roster employees on fixed and/or variable shifts having regard to the operational requirements of the business. This sub-clause 11.2.3 (a) does not apply to casual employees.
- (b) In rostering fixed shifts, the Company will, subject to business needs, give priority to volunteers for such shifts provided the employee possesses the requisite skills in the particular operational area. This sub-clause 11.2.3 (b) does not apply to casual employees.
- (c) Casual employees will receive 14 days' notice of shifts where possible, however the Company reserves the ability to vary any notified shift up to two (2) hours prior to the commencement of a shift. The Company agrees to take reasonable steps to first offer Early-Outs to relevant on-shift employees.

11.2.4 Variation to rostered shifts

- (a) Rosters may not accurately reflect business demands on any particular rostered shift. Consequently, it may from time to time be necessary for employees to work shortened and/or extended shifts.

- (b) Early-Outs & Late-Ins. Any arrangement for the working of a shortened shift (i.e. the Early-Out or Late-In option) will be implemented with the agreement of the employee concerned and will be paid in accordance with sub-clause 7.1.2 (Payment for Work Performed).

Early-Outs or Late-Ins must be taken only where an employee and the Company agrees. Employees must not be coerced into agreeing to an Early-Out or Late-In. This sub-clause 11.2.4(b) does not apply to casual employees.

- (c) Shift Swaps. Employees may organise Shift Swaps between themselves provided such arrangements are approved by the business unit, outlet or representative (i.e. Workforce Planning). In these circumstances, no overtime or other penalties will be payable by the Company to the employee(s) if such overtime or penalties would not have been payable if such Shift Swaps had not occurred in the first instance.

In the instance of a public holiday, should a full-time employee organise a Shift Swap or Shift Give-away with a part-time employee that falls on a public holiday, or part on a public holiday, the full-time employee forgoes any payment for that shift, whilst the part-time employee will be paid for work performed in accordance with clause 20 (Public Holidays).

- (d) An employee's rostered hours may be changed at any time by agreement between the Company and the employee. In these circumstances, no overtime or other penalties will be payable by the Company to the employee(s) if such overtime or penalties would not have been payable if the change had not occurred in the first instance.

- (e) Personal Swaps. For Table Games Dealers only, Dealers may request Personal Swaps, whereby an

employee who is rostered to work a particular shift either requests to swap that shift with a rostered day off or modify the start and/ or finish time of their shift. Personal swap requests must be made to their manager, only after a roster is published and where practicable, all other avenues to modify the shift (i.e. Annual Leave and Shift Swaps) have been exhausted. Approval of a request is subject to operational requirements.

- (f) Shift give-aways and pick-ups. Notwithstanding the above, rostering arrangements or an employee's rostered hours may be changed at any time by agreement between the Company and any two or more employees where the employees enter into a "shift giveaway" or "shift pick-up" arrangement. In these circumstances, the employee who picks up a shift will be paid for the hours actually worked at their ordinary hourly rate of pay and no overtime or other penalties will be payable by the Company to the employee/s. The employee who gives-away a shift will be considered to be on unpaid leave for the duration of the shift. The application of these "shift give-away" and "shift pick-up" arrangements will be in accordance with the following principles:
- (i) Full-time employees may pick-up up to two additional shifts (net) per roster cycle.
 - (ii) Part-time and casual employees may pick-up up to 24 hours of work (net), consistent with their normal rostered hours under sub-clauses 10.2 and 10.9.
 - (iii) Full-time and part-time employees may give-away up to 24 hours of work (net) per roster cycle.
 - (iv) Employees must ensure they do not enter into shift give-away or pick-up arrangements that result in them:

- a. working more than 12 consecutive hours; or
 - b. working more than 8 consecutive days. This sub-clause 11.2.4 (f)(iv)(b) does not apply to casual employees; or
 - c. working more than 4 consecutive 12-hour shifts; or
 - d. having less than 8 hours break between the completion of a rostered shift and the commencement of their next rostered shift.
- (v) Full-time, part-time and casual employees who elect to pick-up shifts will be paid at ordinary rates for the shift/s (casuals will receive the 25% loading), even where the number of hours per cycle exceeds 152. In such cases, these additional hours will not incur or result in cycle overtime.
- (vi) All leave accruals, other than long service leave, will be based on actual hours worked or paid (excluding overtime or penalties), even for work performed in excess of 152 hours per cycle. *Note – casuals do not accrue leave, subject to clause 6.5.3.*

11.2.5 **Review of employee's roster**

- (a) An individual employee may request a review of his or her roster by providing in writing the reason for that review, where the employee considers and provides information to demonstrate that the roster is causing him or her personal hardship and/ or that in providing for a requested change in the roster the Company's business and its operations are not negatively impacted.
- (b) The Company will consider, in good faith, whether any request received under (a) can be

accommodated, taking into account the nature of the individual request and the business needs and what can be reasonably accommodated.

11.2.6 Departmental rosters

- (a) Without limiting the operation of clause 11 (Rosters), the Company and a group of employees (and if the employees request it, the Union), may by agreement set different rostering provisions from those referred to in this clause for any business unit or department, or section of sub-section thereof.
- (b) Without limiting the operation of clause 11 (Rosters), the Company will consult with employees and their representatives (if the employees request it) about significant changes to business unit roster patterns prior to any such changes being implemented. There is no requirement that the Company consult with employees or their representatives over minor or technical changes to rosters, or over changes to individual employees' rosters or rosters for distinct sections or sub-sections of any department or business unit. (Security Services is an example of a department for this purpose.)

11.2.7 Events and Conference Department rosters

Due to the nature of event and conference bookings, for employees rostered to work in the Events and Conferencing department (as renamed from time to time), the following rostering principles shall apply:

- Rosters shall be published on a weekly basis, displaying one week at any time;
- Employees will receive their roster for a given week no later than the Thursday of the previous week; and
- Rostered shifts for full-time and part-time employees within this department may be amended or cancelled by the Company, only by

agreement with the employee, where there is less than 7 days' notice. Due to the nature of casual employment, any casual employees shift may be cancelled and amended with appropriate communication to the employee.

11.2.8 Daylight saving

Consistent with sub-clause 7.1.2 (Payment for Work Performed), at any time when clocks are required to be adjusted due to the operation of daylight saving, payment shall be for hours actually worked rather than in accordance with the employee's recorded start and finish time.

12 Annual Leave

12.1 Full-time employees are entitled to 190 hours annual leave for each 12 months of continuous service with the Company, to be paid at their ordinary hourly rate of pay.

Subject to sub-clause 12.10, full-time employees may elect to any one of the following options, by making their election as at 1 April each year, at which time each employee's annual leave accruals will be converted as per this clause 12.1 and in accordance with their election:

12.1.1 in lieu of 38 hours' annual leave per annum, receive a 25% loading on the remaining 152 hours' annual leave accrued during that year. This loading is payable when the employee takes or is being paid for that annual leave. For the avoidance of doubt, the 25% loading is the only payment the employee will receive as compensation for the 38 hours' annual leave sacrificed in accordance with this clause; or

12.1.2 accrue 228 hours annual leave for each 12 months of continuous service with the Company, paid by deducting 16.67% from their ordinary hourly rate of pay for each of the 228 hours when taking or being paid for that annual leave at any time; or

12.1.3 purchase an additional 38 hours of annual leave to be used and paid for within the following financial year. For

example, the option selected 1 April 2016 will apply to the financial year 2017, which begins 1 July 2016. The payments for the purchase of this leave will be deducted per fortnight from the employee's wages, based on a calculation of the value of the 38 hours of leave spread over the relevant 12 month financial year period. If not used in that financial year, this remaining unused but purchased leave will be repaid to the employee at the conclusion of that financial year; or

12.1.4 accrue 266 hours annual leave for each 12 months of continuous service with the Company, paid by deducting 28.571% from their ordinary hourly rate of pay for each of the 266 hours when taking or being paid for that annual leave at any time. This sub-clause 12.1.4 is only applicable to employees with greater than two years continuous service at the time their election is made; or

12.1.5 purchase an additional 76 hours of annual leave to be used and paid for within the following financial year. For example, option selected 1 April 2016 will apply to the financial year 2017, which begins 1 July 2016. The payments for the purchase of this leave will be deducted per fortnight from the employee's wages, based on a calculation of the value of the 76 hours of leave spread over the relevant 12 month financial year period. If not used in that financial year, this remaining unused but purchased leave will be repaid to the employee at the conclusion of that financial year. This sub-clause 12.1.5 is only applicable to employees with greater than two years' continuous service at the time their election is made.

Employees will receive confirmation of their election.

12.2 In addition to all the options available in this clause 12, employees may elect by reasonable notice to their manager (and complying always with clause 17.4) to take up to an additional 76 hours unpaid leave (leave without pay) per annum, which is not cumulative and is subject always to clause 45.1.2, subject to the Company's operational requirements. Any such

leave must be taken in one week blocks at any one time. For the avoidance of doubt, an employee is not required to have exhausted all leave entitlements as per clause 17.5 to make an application under this clause 12.2.

Part-time employees are entitled to these benefits on a pro-rata basis.

12.3 Annual leave will accrue on actual hours worked or paid for full-time and part-time employees, (excluding overtime and penalties).

12.4 After one month of continuous service, accrued pro-rata annual leave may be taken by employees with Company approval.

12.5 The Company shall ensure the employee is provided with a response to their annual leave request within 7 days. For the avoidance of doubt, the Company's response to a leave request shall include 'approved', 'denied', or 'waitlisted', or words to that effect.

12.6 **Special Circumstances Annual Leave**

Annual leave requests made at short notice during a period where annual leave is no longer available, may be approved, subject to the operational requirements of the Company. Factors which will be considered by the Company in approving such short notice leave requests will include, but will not be limited to the following:

- if the leave is for family, cultural or religious purposes;
- if the reason for leave is due to the illness, injury or death of a relative or close friend, where Compassionate Leave does not apply;
- the employee's length of service;
- whether it was possible to plan the reason for the leave in advance; and
- The Company's operational requirements.

12.7 Except for leave periods during which a part-time employee has already received a roster, annual leave payments made to the part-time employee will be calculated according to the greater of

the minimum hours in the employee's part-time band or the average number of hours worked by the employee over the preceding three completed roster cycles before the leave commences.

- 12.8 Wherever practicable, the Company will encourage leave to be taken by employees as it accrues to minimise excessive leave accruals and promote a healthy work life balance.
- 12.9 Consistent with the objective of sub-clause 12.8, upon the giving of six weeks' notice, the Company may require a period of leave to be taken to ensure that employees do not accrue annual leave entitlements in excess of double their annual entitlement. If the employee has accrued more than double their annual leave entitlement per annum, the Company will first attempt to reach agreement with the employee on the timing of the taking of leave before providing such notice. In making such a direction, the Company will, at any one time, only direct the employee to take up to a quarter of their outstanding leave entitlement at the time the direction is given.
- 12.10 An employee can cash out any unused annual leave provided they will have at least 4 weeks annual leave balance remaining after the cash out.
- 12.11 On termination of employment, accrued but untaken annual leave entitlements will be paid out to employees together with any applicable leave loading.
- 12.12 If any of the public holidays provided for in sub-clause 20.2.1 (Public Holidays) fall within an employee's period of annual leave, the following shall occur:
 - 12.12.1 for a full-time employee, the public holiday will not be deducted from an employee's annual leave balance;
 - 12.12.2 for a part time employee who is rostered to work, the relevant number of hours for the public holiday will not be deducted from an employee's annual leave balance. Part time employees not rostered to work will not receive payment for the public holiday.

12.13 Any period of personal, carer's or compassionate leave that falls during a period of annual leave and is taken in accordance with clause 13 (Personal Leave) of this agreement and the Company's policies for personal, carer's or compassionate leave will be re-credited to the employee's annual leave balance.

12.14 The accrual of annual leave is in accordance with clause 45 (Continuous Service).

12.15 Annual Leave during the Christmas Period and Lunar New Year ('peak period')

12.15.1 For the purpose of this clause, "peak period" means the Christmas period and the Lunar New Year period, the dates of each of which will be published by the Company and by no later than August each year, but will range from late December to early January for the Christmas period, and January to April for the Lunar New Year period, but which peak periods may vary between departments. This clause 12.15.1 shall be subject always to the principles referenced in clause 12.16.

12.15.2 A guiding principle in this process is the equitable allocation amongst employees of leave during the peak periods.

12.15.3 Any application for annual leave during the peak periods is subject to this clause and clause 12.16, and must be received no later than the dates specified and communicated by the Company each year but in any event will be no later than 30 September each year.

12.15.4 Factors which will be considered by the Company in approving leave requests during the peak period will include, but will not be limited to the following:

- Whether an employee has previously taken leave during the same peak period in the previous year or years; and
- Length of service.

12.15.5 Any variation to the factors listed in 12.15.4 will require General Manager or the relevant Human Resources Manager approval, and will be made only in the instance of exceptional circumstances.

12.15.6 Employees will be notified of the outcome of their leave application.

12.15.7 Unsuccessful leave applications will be retained and allocated in accordance with 12.15.4 should any further vacancies for leave become available. Once the roster has been published for the peak period, leave will be administered in accordance with standard departmental procedures.

12.16 All annual leave requests, including those for each of and any of the peak periods, may be approved, but subject always to the operational requirements of the Company, the objectives of this agreement (clause 5), and whether it is operationally feasible for the Company. Annual leave shall otherwise be granted, taken and administered in accordance with this agreement, Company policies and procedures.

12.17 Annual Leave Working Parties

The Company will establish an Annual Leave Working Party in each area of the business as outlined in clause 12.19, dedicated to improving employee's access to annual leave, specifically during peak periods. The working party shall consider:

12.17.1 The total impact of all event and holiday based blackout periods on staff and whether these can be minimised;

12.17.2 The ability to increase part time access to hours to facilitate leave during peak periods;

12.17.3 The potential of multiskilling and training to minimise the impact of event based blackout periods; and

12.17.4 Appropriate set "application open dates" for annual leave appropriate to individual departments/ areas.

Subject always to the ongoing objectives (clause 5) of this agreement.

12.18 The first Annual Leave Working Party meetings in each area will occur no later than one month from when this agreement takes effect, and shall conclude its operation no later than six months after the commencement of this agreement.

12.19 Separate Annual Leave Working Parties shall be set up in the following areas of the business:

- Table Games,
- Gaming Machines,
- Security,
- Food and Beverage and Hotels, and
- Cage & Count.

12.20 Each Annual Leave Working Party will be made up of representatives from the relevant management teams, 5 employee representatives from that area of the business per working party and members of the relevant workforce planning teams (if applicable).

12.21 Employee representatives will be appointed by self-nomination, and may attend meetings without loss of pay. A ballot will be held where there is more than one employee nomination per available representative position.

12.22 Progress of each of the Annual Leave Working Parties shall be reported through to the Employee Consultative Committee (clause 25.1) and the Work-Life Rostering Committee (clause 26).

13 Personal Leave

13.1 General Provisions

13.1.1 Full-time employees are, subject to the operation of this provision, entitled to up to 76 hours of paid personal leave or carer's leave during a 12 month period of continuous service with the Company. Personal leave is cumulative.

13.1.2 Personal leave or carer's leave will accrue on actual hours worked or paid for full-time and part-time

employees from the date of commencement of this agreement, subject to paragraph 11.2.4(f) (Variation to rostered shifts).

13.1.3 The accrual of personal leave is in accordance with clause 45 (Continuous Service).

13.1.4 No employee will be subject to harassment by the Company at any time, including while on, or in connection with the taking of, leave in accordance with this clause 13 and the Company's guidelines on personal leave. Additionally, no employee shall be discriminated against for an opportunity based on their authorised personal leave.

13.2 **Personal Leave**

13.2.1 Employees are entitled to paid personal leave in relation to an absence from work due to illness or injury subject to the following:

- (a) An employee is required to notify the Company at least two hours before the commencement of a shift of their inability to attend work (unless a genuine reason exists for not giving such notice) and must also inform the Company of the reason and the estimated duration of the absence.
- (b) Employees have access to up to three (3) single days of paid personal leave in any 12 month period from the relevant anniversary date of commencement without a medical certificate or statutory declaration, unless those days occur on a Friday, Saturday, Sunday, public holiday, before or after a public holiday or a rostered day off, when the provisions of paragraph 13.2.1(c) will apply.
- (c) Employees must provide the Company with proof of entitlement to paid personal leave (a medical certificate or statutory declaration) in relation to any absence in the following circumstances:
 - (i) where the absence occurs on a Friday, Saturday, Sunday or public holiday;

- (ii) where the absence occurs immediately prior to or following any period of paid leave, a public holiday, or a rostered day off;
 - (iii) where the absence exceeds one day; and
 - (iv) where single day absences (for which a medical certificate or statutory declaration) has not been provided exceed 3 days in any 12 month period from the relevant anniversary date of the employee's commencement of employment with the Company.
- (d) Employees may provide a statutory declaration for no more than two (2) single days each year for personal leave taken pursuant to paragraphs 13.2.1 (c), (ii) and (iv) above.
- (e) On returning to work from any absence due to illness or injury, employees may be required to obtain a medical certificate prior to commencing their rostered shift to verify their fitness to work. This requirement will only apply in exceptional circumstances.
- (f) A medical certificate or statutory declaration must be obtained on the day of the illness or injury, or as soon as practicable thereafter having regard to the nature of the illness or injury, but in any event before the employee returns to work. However the certificate or statutory declaration must clearly indicate the date or dates on which the employee was not fit for work.
- (g) A medical certificate is not required where an employee has been sent home by their immediate supervisor or manager due to illness or injury. In circumstances where the employee requests to leave the workplace due to illness or injury the supervisor or manager may request the employee obtain a medical certificate.

- (h) In this clause, a reference to a medical certificate means a certificate from a:
- registered general medical practitioner;
 - registered medical specialist, including a Fellow of the Royal Australian College of Surgeons;
 - dentist, for emergency dental work only;
 - registered Chinese Medicine practitioner;
 - chiropractor, osteopath or physiotherapist or other registered health practitioner.
- (i) A medical certificate will not, as a general rule, be accepted by the Company if the certificate:
- is undated or unsigned;
 - is issued from a person other than those listed above;
 - is incomplete;
 - is issued after the date of the return to work;
 - does not state that the employee was unfit for work. A medical certificate must state the practitioner's opinion that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (j) Providing an altered, falsified or forged medical certificate will be regarded as fraud, and constitutes serious and wilful misconduct which is grounds for termination of employment.
- (k) The Company will not pay personal leave in circumstances where the illness/injury does not necessitate the taking of personal leave. For example, a personal leave payment for absences such as medical or dental check-ups will not be made.

13.2.2 If an employee's absence from work exceeds three consecutive rostered shifts, the employee must give the Company at least 12 hours' notice of their intention to return to work. This notification is necessary for rostering purposes. Failure to comply with this requirement, may affect the Company's ability to roster the employee for work upon their return.

13.2.3 Where an employee has, due to unforeseen and exceptional circumstances, including due to an extended period of illness, exhausted their leave entitlements under this provision and is still unable to attend work, the Company may grant the employee:

- up to 76 hours personal leave in advance of its accrual;
- up to 190 hours annual leave in advance of its accrual (or equivalent yearly annual leave accrual where the employee has elected to take their leave loading as per sub-clause 12.1 (Annual Leave)); and
- long service leave based on the employee's accrual, including where the employee is yet to complete seven years continuous service with the Company in accordance with sub-clause 16.1.7 (Long Service Leave).

The period of any additional leave in advance, and the conditions on which the leave may be granted, will be at the discretion of the Company. The Company will offset any leave granted in advance against subsequent accruals. In the event of termination, the Company may deduct any shortfall in annual leave from the employee's unpaid salary with prior written notification to the employee. The Company will exercise its discretion in cases of hardship.

13.3 Compassionate Leave

13.3.1 An employee is entitled to a period of two days of paid compassionate leave for each occasion when a member

of the employee's immediate family or a member of the employee's household:

- contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life (providing the employee is taking the leave for the purposes of spending time with that person); or
- dies.

13.3.2 The employee is entitled to compassionate leave only if the employee provides the Company with evidence that the Company reasonably requires of the illness, injury or death. Employees must comply with the requirements set out above (paragraph 13.2.1(a) and sub-clause 13.3.1) to be eligible for paid leave.

13.4 **Carer's Leave**

13.4.1 Employees are entitled to access all or part of their personal leave accrual for use in carer's and personal circumstances. Such leave is to be utilised only in circumstances where an employee is required to provide primary care or support to a member of their immediate family (or member of their household) because of a personal illness, or injury, or an unexpected emergency affecting the employee.

13.4.2 An employee is required to give advance notice of any such leave wherever possible, however, as a minimum the employee will notify the Company at least two hours before the commencement of their shift. The employee must also inform the Company of the circumstances necessitating the leave and the estimated duration of the absence. Further, the provisions of sub-clause 13.2.1 continue to apply, except that the medical certificate should also identify the relationship between the employee and the person requiring care and support.

13.4.3 An employee may, at their discretion, access their annual leave accrual for use in carer's leave circumstances,

subject to the above (sub-clauses 13.2.2, 13.4.1 and 13.4.2).

13.4.4 In circumstances where an employee, for any reason, has exhausted their entitlement to carer's leave in accordance with this clause but is unable to attend for work for reasons covered by the operation of the clause, the Company may grant the employee additional leave at its discretion.

14 Parental Leave

14.1 The entitlements of employees to parental leave are governed by the Act. A summary of these entitlements will be made available to employees by the Company on request.

14.2 The Company will meet requests from full-time employees returning from parental leave for temporary part-time work of up to twelve months to assist these employees with their transition back to work and their status as a carer. Thereafter the Company will consider requests for flexible working arrangements in accordance with clause 15 (Flexible Working Arrangements) to further assist these employees with their transition back to work and their status as a carer. The Company will consider roster requests from these employees to apply during the first twelve month period, taking into account the operational requirements of the business and its peak trading periods and will endeavour, where practicable, to meet such requests. At the end of the first twelve month period, the employee must elect either to remain in part-time employment, or revert to full-time employment, subject in either case to normal rostering principles. During the life of this agreement the Company will implement any parental leave scheme which it is required by law to comply with.

15 Flexible Working Arrangements

15.1 The Company and an employee covered by this agreement may agree to make an individual flexibility arrangement ("IFA") to vary the effect of terms of the agreement if:

- (a) the agreement deals with one (1) or more of the following matters:

- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) complying Superannuation fund;
 - (vi) leave loading; and
- (b) the arrangement meets the genuine needs of the Company and employee in relation to one (1) or more of the matters mentioned in paragraph 15.1(a); and
 - (c) the arrangement is genuinely agreed to by the Company and employee.

15.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

15.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and employee; and
- (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

- 15.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 15.5 The Company or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Company and employee agree in writing — at anytime.

16 Long Service Leave

16.1 Subject to the *Long Service Leave Act 1992 (Vic)* as amended or replaced from time to time, an employee's entitlement to long service leave is as follows:

16.1.1 Full-time and part-time employees are entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic)*.

16.1.2 Casual employees will be entitled to long service leave where they meet the requirements of the *Long Service Leave Act 1992 (Vic)*.

16.1.3 Long service leave does not accrue during periods of unpaid parental leave, leave in excess of 48 weeks in any year on account of illness or injury, or periods of unauthorised leave.

16.1.4 All existing and future long service leave accruals will be calculated on a basic entitlement of 13 weeks paid long service leave on completing 15 years continuous employment and 4 1/3 weeks' paid long service leave on completing each period of five years' continuous employment thereafter.

16.1.5 Long service leave will be paid on an employee's ordinary pay within the meaning of the *Long Service Leave Act 1992 (Vic)* at the time of taking long service leave;

16.1.6 Employees are entitled to long service leave on a pro-rata basis after seven years' continuous employment;

- 16.1.7 After seven years' continuous employment, accrued pro-rata long service may be taken by employees with Company approval, subject to operational requirements.
- 16.1.8 If an employee ceases employment for any reason and has completed at least seven years but less than 15 years' continuous employment with the Company, the employee is entitled to payment of their long service leave entitlements on a pro-rata basis.
- 16.1.9 Long service leave may be taken in any period or periods agreed with the Company, provided that any one period is not less than one week;
- 16.1.10 Long service leave payments made to a part-time or casual employee will be calculated according to the average weekly number of hours worked by the employee in the 12 months immediately before he or she takes long service leave or the average weekly number of hours worked by the employee in the five years immediately before he or she takes long service leave, whichever is the greater;
- 16.1.11 If any of the public holidays provided for in sub-clause 20.2 (Public Holidays) fall within an employee's period of leave, the following shall occur:
- (a) if a public holiday falls within a full-time employee's period of long service leave, the relevant number of hours for the public holiday will be re-credited to the employee's long service leave balance;
 - (b) in accordance with sub-clause 6.3 (Full-time and part-time employees), part-time employees are not entitled to payment for public holidays not worked. A public holiday falling within a part-time employee's period of long service leave will be treated as a rostered day off and will not be paid, unless the employee elects to receive payment for the day as long service leave (in which case it will be deducted from their long service leave balance and paid accordingly).

17 Leave without Pay

17.1 In addition to the entitlement in clause 12.2, additional leave without pay may be granted to employees at the Company's discretion.

17.2 Leave without pay may be granted to cover circumstances including but not limited to:

- a personal or family necessity or emergency;
- full-time study;
- extended interstate or overseas holiday.

Employees will not ordinarily be granted leave without pay in order to work elsewhere.

17.3 Factors to be considered in deciding whether, or for how long, leave without pay shall be granted include, but are not limited to, the employee's length of service and their performance.

17.4 Applications for leave without pay must be in writing.

17.5 Employees must have exhausted all their annual and long service leave entitlements (where eligible) before leave without pay will be granted.

18 Family and Domestic Violence Support

18.1 The Company recognises that family and domestic violence may seriously impact an individual, their family and the workplace, and has impacts on the community.

18.2 Employees may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The Company is committed to providing support to employees that experience family and domestic violence, and providing a safe working environment.

18.3 All full-time employees who are experiencing family and domestic violence will be entitled to 5 days paid special family and domestic violence leave, per year (non-cumulative) for medical appointments, legal appointments and proceedings, counselling, relocation, to make other safety arrangements, and other activities related to their experience of family and domestic

violence. Part-time employees will be entitled to this leave on a pro-rata basis.

18.4 Once an employee has exhausted this entitlement, they may access their paid personal and/ or annual leave.

18.5 Casual employees and employees who have exhausted all paid personal and annual leave entitlements, may request access to leave without pay.

19 Overtime

19.1 Full-time employees may be required to work a reasonable amount of overtime from time to time. Part-time employees shall work additional hours in accordance with the Company's operational requirements subject to the provisions of sub-clause 19.2.2 (below). No employee shall work overtime without the permission of the Company. Overtime shall be claimed when it is entered, recorded and authorised in accordance with the Company's time and attendance systems/ policies.

19.2 Subject to sub-clause 19.4, employees are entitled to paid overtime at the rate of time and one half calculated at their ordinary hourly rate of pay for the first two hours of overtime worked and double time thereafter for hours actually worked. Payment for overtime shall be made as follows:

19.2.1 Full-time employees

- (a) for actual hours worked in excess of 152 hours in any 4 week roster period except under the shift pick-up, swap and give-away provisions; or
- (b) for actual hours worked in excess of their rostered number of hours for a particular shift; or
- (c) for actual hours worked on a rostered day off (*Note: the Company will carefully monitor the incidence of employees working on rostered days off and being absent on any other shift during the roster period*); or

- (d) where the employee has not had a 10 hour break between rostered shift or an 8 hour break as provided by sub-clause 6.7.4 (Contract of Employment) and paragraph 11.2.1(e) (Rostering arrangements); or
- (e) where the employee works more than 8 consecutive days;

provided that no employee shall be paid more than once under this provision for any overtime worked.

19.2.2 **Part-time employees**

- (a) for actual hours worked in excess of 152 hours in a 4 week cycle, except under the shift pick-up, swap and give-away provisions; or
- (b) for actual hours worked which exceed 12 hours on any one particular shift; or
- (c) where the employee has not had a 10 hour break between rostered shifts or an 8 hour break as provided by sub-clause 6.7.4 (Multi-hire) and paragraph 11.2.1(e) (Rostering arrangements); or
- (d) where the employee works more than 8 consecutive days; or
- (e) where the employee is rostered above their prescribed band without their agreement.

provided that no employee shall be paid more than once under this provision for any overtime worked.

No part-time employee will be obliged to work greater than their rostered hours or prescribed work band except by agreement between the employee and the Company.

19.2.3 **Casual employees**

- (a) for actual hours worked in excess of 152 hours in any 4 week roster period except under the shift pick-up, swap and give-away provisions; or
- (b) for actual hours worked which exceed 12 hours on any one particular shift;

provided that no employee shall be paid more than once under this provision for any overtime worked.

- 19.3 As an alternative to receiving any payment for additional hours worked and subject to sub-clause 21 (Time Off In Lieu), full-time and part-time employees may elect, with the agreement of their supervisor or manager, to take time off with pay at their ordinary hourly rate equivalent to the hours actually worked as overtime. Such time off must be taken at a time agreed between the Company and the employee. Application for taking time in lieu must be made and will be granted in accordance with Company policies and procedures.
- 19.4 The provisions of sub-clause 19.2 do not apply:
- 19.4.1 in relation to hours worked pursuant to multi-hire arrangements under sub-clause 6.7 (Multi-hire) (except in relation to the operation of sub-clause 6.7.4);
- 19.4.2 where the entitlement to overtime occurs as a result of the circumstances provided for in paragraphs 11.2.4(c), 11.2.4(d) or 11.2.4(f) (Variation to rostered shifts).
- 19.5 Pre-start overtime will be paid to a full-time employee in circumstances where the employee is asked by the Company to commence work prior to their rostered start time where the number of hours worked on that shift is greater than the number of hours originally rostered. In such a case, the employee will be paid at overtime rates from their actual start time until their rostered start time.
- 19.6 For the purposes of calculating an employee's entitlement to overtime payments under the above paragraphs 19.2.1(a) or 19.2.2(a) of this agreement, paid leave taken in accordance with clauses 12 (Annual Leave), 13 (Personal Leave) and 16 (Long Service Leave) will be regarded as time worked.

20 Public Holidays

- 20.1 If an employee is rostered to work on a public holiday or part thereof, the employee shall be paid double time calculated at

their ordinary hourly rate of pay for all time actually worked on the public holiday.

20.2 For the purposes of sub-clause 20.1:

20.2.1 the relevant public holidays are 1 January, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, 25 December, 26 December, and any additional day/s proclaimed as a public holiday in the metropolitan area such as Easter Sunday and Friday before the AFL Grand Final while so proclaimed;

20.2.2 except in the case of 1 January (New Year's Day), 25 December (Christmas Day) and 26 December (Boxing Day), where days are proclaimed *in lieu* of public holidays referred to in sub-clause 20.2.1 the proclaimed days will be public holidays for the purposes of this agreement, in lieu of those holidays referred to in sub-clause 20.2.1;

20.2.3 despite sub-clause 20.2.2, full-time employees who work permanent Monday to Friday shifts are entitled to observe all the public holidays listed in sub-clause 20.2.1 on the days proclaimed, i.e., including on days proclaimed in lieu of New Year's Day, Christmas Day and Boxing Day;

20.2.4 the public holiday is deemed to commence at 12 midnight and continue for a period of 24 hours;

20.2.5 the rate of pay for a casual employee will be no greater than the rate of pay applicable to a full-time or part-time employee in their equivalent classification for the hours actually worked.

20.3 Each full-time employee will be paid 7.6 hours pay at their ordinary rate of pay for each public holiday, providing the holiday falls on a day of the week for which the employee is regularly rostered to work. For example, full-time employees who work permanent Monday to Friday shifts are not entitled to receive a payment under this provision for Easter Saturday.

20.4 Full-time employees may, subject to clause 21.1 (Time Off in Lieu), elect to receive time-in-lieu instead of their ordinary rate of

pay for public holidays that fall on their rostered days off. Employees may make their election only as at 1 April each year for the following twelve month period. Application for this time off must be made and will be granted in accordance with relevant Company policies and procedures.

20.5 A full-time employee who performs work on a public holiday will be entitled to receive the following:

20.5.3 payment at double time for all time worked on the public holiday in accordance with sub-clause 20.1; and

20.5.4 where the time worked on the public holiday is less than 7.6 hours, payment at their ordinary hourly rate of pay for the amount of time equal to the difference between 7.6 hours and the time worked.

20.6 Full-time and part-time employees may, subject to sub-clause 20.1 (Time Off in Lieu), elect to work on public holidays at their ordinary hourly rate and take time off equivalent to the hours worked also paid at such rate. Employees may make their election only as at 1 April each year for the following twelve month period. Application for this time off must be made and will be granted in accordance with Company policies and procedures.

20.7 For the avoidance of doubt, the maximum rate payable to an employee who performs overtime on a public holiday is double time.

21 Time Off in Lieu

21.1 Pursuant to the arrangements provided for by sub-clauses 19.3 (Overtime) and 20.6 (Public Holidays), full-time and part-time employees will be able to accrue time in lieu of overtime and public holiday payments.

21.2 As at 1 March each year, the Company will transfer each employee's time-in-lieu balance to the employee's annual leave balance. Time-in-lieu will be converted to annual leave in a

manner consistent with the employee's election under sub-clause 12.1 (Annual Leave).

- 21.3 On termination of employment, an employee's current balance of accrued but untaken time-in-lieu will be paid out to the employee.

22 New Year's Eve

- 22.1 If an employee is rostered to work on New Year's Eve (31 December), the employee shall be paid double time calculated at their ordinary hourly rate of pay for all time actually worked between 12 noon and midnight.
- 22.2 The rate of pay for a casual employee will be double time of the ordinary rate of pay applicable to a full-time or part-time employee in their equivalent classification for the hours actually worked.
- 22.3 The maximum rate payable to an employee who performs overtime after 12 noon on New Year's Eve is double time.
- 22.4 The parties acknowledge that the rates of pay provided for in clause 7 (Salaries) and clause 20 (Public Holidays) and at Attachment A of this agreement reflect the appropriate rates of pay, and that this special New Year's Eve provision should in no way be viewed as a standard arrangement that should apply to any other public holiday eves.

23 Meal Breaks and Rest Breaks

- 23.1 Subject to sub-clause 23.4 below, employees who work a minimum of five continuous hours are entitled, after this period, to an unpaid meal break of 30 minutes. However, if the meal break is not taken within six hours of the start of the shift, the employee shall be paid at 1.5 times their ordinary hourly rate of pay commencing from six hours after the shift started until the break is taken.
- 23.2 During the course of a meal break, employees will be entitled to one duty meal in the "IDs" staff restaurant in accordance with Company policies and procedures. Dealers and employees

rostered for 12-hour shifts will be entitled to two duty meals per shift. Employees will not be required to commence their meal break until they have worked at least 90 minutes of their rostered shift.

23.3 Subject to sub-clause 23.4, in addition to the unpaid meal break provided in sub-clause 23.1:

23.3.1 employees employed as a Customer Service Attendant Gaming Machines will be entitled to one paid rest break of fifteen (15) minutes duration to be taken during each four (4) hours of continuous work;

23.3.2 all other employees, except Customer Service Attendants Gaming Machines and Dealers, will be entitled to one paid rest break of fifteen (15) minutes duration for shifts in excess of four hours, with the time at which these breaks are to be taken to be determined by the Company subject to operational requirements. This may include the Company requiring rest breaks being taken in conjunction with meal breaks, except where an employee is required to take their meal break in the first four hours of their rostered shift;

23.3.3 employees who are required to work in excess of the maximum span of hours provided for in paragraph 11.2.1(a) (Rostering arrangements) (that is, twelve (12) hours) are entitled to a paid break of twenty (20) minutes provided the employee continues to work after the break is taken.

23.4 Dealers, including for the removal of doubt Dealers performing Higher Duties, are entitled to paid rest breaks at times agreed with the Company on the following basis:

- the total break time will be a minimum 20% of the Dealer's rostered shift, excluding breaks;
- each break will be not less than ten (10) minutes nor more than thirty (30) minutes.

23.5 For the avoidance of doubt, employees working twelve (12) hour shifts are entitled to one (1) unpaid meal break of thirty (30)

minutes, one (1) unpaid meal break of twenty (20) minutes, and the breaks referred to in sub-clause 23.3, as appropriate.

23.6 In the context of the above meal and rest breaks, it is acknowledged that an employee may require a comfort (toilet) break and this will be accommodated by the Company where reasonable, (taking into account all and any prior and subsequent breaks), and where allowed that break lasts no longer than five minutes.

24 Superannuation

24.1 Upon commencement of employment, employees will be provided with an application form for membership of one of the following superannuation funds:

- HOST-PLUS Executive Superannuation Fund;
- AMP SignatureSuper.

Upon commencement of employment, the employee will be required to nominate a superannuation fund.

24.2 No more often than once every twelve months, employees may elect to transfer between the superannuation funds listed in sub-clause 24.1 upon the giving of the appropriate written notice. Employees are encouraged to obtain independent financial advice before electing to transfer between funds.

24.3 The Company will provide superannuation benefits to employees meeting the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth) (as amended).

25 Change Consultation

25.1 Employee Consultative Committee

The Company will establish an Employee Consultative Committee (ECC), which will meet quarterly, comprised of senior managers (as designated by the Company), employee representatives from across the different business units within the Company and others, as outlined below. The employee representatives will be elected by a majority vote of the employees from those business units:

- (a) table games – 5 representatives;
- (b) food and beverage – 5 representatives;
- (c) security – 3 representatives;
- (d) gaming machines – 2 representatives;
- (e) hotels – 4 representatives;
- (f) cage and count – 2 representatives;
- (g) other business units that may be agreed to be relevant;
- (h) others that may be agreed to be relevant; and
- (i) a senior representative of the Union.

A ballot will be held when there is more than one employee nomination per available representative position. Elected employee representatives may attend quarterly meetings as designated by the Company, without loss of pay. Elected employee representatives may utilise shift swap arrangements as outlined in clause 11.2.4 (c) to attend the consultative meetings.

- 25.2 The purpose of the ECC will be to consult about the following:
- operational issues of a collective nature;
 - Health and Safety issues under this agreement of a collective nature;
 - matters arising from the agreement when of a collective nature; and
 - communication and consultation about major change as set out in sub-clause 25.5 of the agreement.
- 25.3 For the purpose of this clause, matters of a collective nature will be those affecting a group of employees covered by this agreement.
- 25.4 Departments within the Company may choose to set up employee consultative sub-committees within those specific

departments. Arrangements for those meetings shall be resolved by management within those relevant departments.

25.5 Major change

25.5.1 Company's obligation to notify

- (a) If the Company makes a definite decision to introduce major changes in production, program, organisation, structure or technology in relation to its enterprise and the changes are likely to have significant effects on employees, the Company shall notify the employees as soon as practicable in writing who may be affected by the proposed changes of its decision to introduce major change in accordance with this clause 25.5.
- (b) The relevant employees may appoint a representative for the purpose of the procedures set out in this clause 25.5. If a relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation and the employee or employees advise the Company of the identity of the representative, the Company must recognise the representative.
- (c) In this clause 25.5, a major change is likely to have a significant effect on employees if it results in termination of employment of employees, major changes in the composition, operation or size of the Company's workforce or in the skills required of employees, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. For the avoidance of doubt, a change that results in a single position redundancy is not a major change for the purposes of this clause 25.5.

25.5.2 Company's obligation to discuss change

- (a) The Company shall discuss with the employees affected and their representatives, the introduction of the changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and their representatives in relation to the changes.
- (b) The discussions with the employees affected and their representatives shall commence as early as practicable after the Company has made its decision under clause 25.5.1(a).
- (c) For the purposes of such discussion, the Company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would not be in the Company's interests.

25.5.3 The Company shall provide information in languages other than English for affected employees where requested.

25.5.4 Company's obligation to mitigate effects

- (a) The Company shall take all reasonable steps to mitigate the adverse effects of change upon employees.

25.5.5 In addition to the above, the Company will consult with affected employees on the implementation of the change.

25.5.6 The Company will give the employees and their representative proper opportunities to propose alternatives to the proposed changes.

25.5.7 The Company shall remain open to and genuinely consider any proposal or options put forward by the employees or their representative.

25.5.8 The Company will provide the employees the opportunity to have meetings with it to consult on the change in accordance with this clause 25.5 over the period of a month commencing on the date notification is provided by the Company in accordance with sub-clause 25.5.1.

25.5.9 Following the implementation of any major change, the Company will provide the affected employees with an opportunity to provide any feedback relating to the impact of the major change, for a period no greater than one month post the implementation of the major change.

In the event that one or more parties do not follow the above process in relation to consultation regarding its decision under clause 25.5.1, the parties will comply with the issue resolution procedure to resolve the issue.

25.6 Roster changes

25.6.1 This subclause applies where the Company proposes to introduce a change to the regular roster or ordinary hours work of employees.

25.6.2 Where the Company proposes to introduce a change of the kind referred to in clause 25.6.1, it must notify the employees who may be affected by the change (***relevant employees***) of the proposed change.

25.6.3 As soon as practicable after proposing to introduce the change, the Company must:

25.6.3.1 discuss with the relevant employees the introduction of the change;

25.6.3.2 for the purposes of the discussion, provide to the relevant employees all relevant information

about the change including its nature, information about what the Company reasonably believes will be the effects of the change on the employees, and information about any other matters that the Company reasonably believes are likely to affect the employees; and

25.6.3.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

25.6.4 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

25.6.5 The Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

25.6.6 The relevant employees may appoint a representative for the purposes of the procedures in this subclause. If they do so and advise the Company of the identity of the representative, the Company must recognise the representative.

26 Work-Life Rostering Committee

26.1 The Company will establish a work-life roosting committee, which will meet six monthly, with a full roster review conducted once a year, comprised of senior managers (as designated by the Company), employee representatives from across the relevant business units within the Company and others, as outlined below. The committee may meet outside of these times by agreement between the Company, employees, and the Union. The employee representatives will be elected by a majority vote of the employees from those business units:

- (a) table games – 3 representatives;
- (b) food and beverage – 3 representatives;
- (c) security – 1 representative;
- (d) gaming machines – 1 representative;
- (e) hotels – 2 representatives;
- (f) cage and count – 1 representative;
- (g) crown services (patron parking and wardrobe) – 1 representative;
- (h) other business units that may be agreed to be relevant;
- (i) others that may be agreed to be relevant; and
- (j) a senior representative of the Union.

A ballot will be held when there is more than one employee nomination per available representative position.

26.2 The purpose of this work-life rostering committee will be to discuss possible enhancements to rostering arrangements that seek to improve the work-life balance of employees covered by this agreement where possible, and to provide input to an annual roster review, having continued regard to the ongoing objectives (clause 5) of this agreement.

27 Recognition of Union

27.1 The Company and the employees commit themselves to promote a harmonious and productive workplace environment in which employees are committed to the Company's operations, and to ensure that agreed issue settlement procedures will be strictly followed and that unprotected industrial action does not occur.

27.2 To aid the commitment as set out in sub-clause 27.1 the terms of Attachment B to this Agreement regarding Union delegates and recognition of the Union will also apply.

28 Equal Employment Opportunity

28.1 The Company is committed to ensuring that the principles of equal opportunity and fair treatment are adopted and applied in the workplace. The Company's policies and procedures will provide

mechanisms for the investigation and resolution of issues and complaints.

- 28.2 All employees will be made aware of the Company's policies and procedures, their obligations and responsibilities to other employees and the Company's approach to issues of equal employment opportunity.

29 Occupational Health and Safety

- 29.1 In accordance with its obligations under the *Occupational Health and Safety Act 2004 (Vic)* (as amended or replaced from time to time) and the objective of preventing illness and injury in the workplace, the Company is committed to providing safe working conditions, promoting and encouraging safe working practices and providing training, instruction and information on appropriate measures for dealing with occupational hazards.
- 29.2 Employees and health and safety representatives recognise that they have obligations in relation to workplace health and safety. Consequently, employees and health and safety representatives will conduct themselves in a responsible manner and perform their tasks so as to comply with established practices and procedures designed to promote safe working arrangements.
- 29.3 The Company shall conduct inductions with all its new employees according to their specific roles, which incorporates safety awareness, familiarisation and education required for employees to undertake their duties safely within their work environment. The relevant health and safety representative will attend where practicable, otherwise the contact details of the relevant health and safety representative shall be provided to the employee. Inductions will also include how to raise a hazard or incident through Crown's health and safety system.
- 29.4 The Company will provide employees with such protective clothing or equipment which may be required for the performance of their duties.

29.5 Employees and health and safety representatives, Union officials and delegates agree to comply with established issue resolution procedures specifically designed for the avoidance and resolution of health and safety issues.

29.6 Working in extreme temperatures

29.6.1 Subject to the provisions of the existing CrownSAFE Risk Management Procedure in relation to working in environmental temperature extremes, special provisions will be made for employees who are required to work in extreme temperatures, to minimise the risks associated in working in acute heat or cold. These provisions may include, but are not limited to the provision of:

- (a) extra breaks if the Company deems it appropriate;
- (b) protective clothing or accessories; or
- (c) extra amenities, such as the provision of cold drinks, if the Company deems it appropriate.

29.7 Throughout the life of this agreement, the Company will deliver a Manual Handling solution that aims to reduce the frequency and severity of manual handling workplace injuries. As the initiative develops, employees, including the Union, will continue to be consulted on the progress.

30 Issue Resolution Procedure

30.1 It is recognised and agreed that any issues or disputes relating to application matter arising under this agreement or the National Employment Standards, must be resolved in a constructive and speedy manner to maintain harmonious workplace relations and the requisite level of service to users of the casino and entertainment complex. It is the intention of the Company and, its employees and the Union that any such issues or disputes should, to the maximum extent possible, be addressed and resolved at the workplace level.

30.2 The Company, employees and the Union will follow the procedure set out in this clause for addressing disputes relating

to a matter arising under this agreement, or the National Employment Standards. At all times, work will continue without disruption and at the direction of the Company.

30.3 Employees have the right to choose to have a representative to assist them at any stage of this process (including the Union). Where employees choose to have the Union represent them, the Company recognises the role of the Union and its delegates in issue resolution processes.

30.4 **Procedures for the resolution of workplace issues**

30.4.1 Consistent with clause 30.1, any concern should initially be raised directly with the employee's immediate supervisor or manager who will respond to and address the matter as quickly as reasonably possible.

30.4.2 Any matter of a general nature affecting employees in more than one department or business unit may be raised by the employee/s with their Human Resource Manager/s or at the most appropriate management level depending on the issue.

30.4.3 If the issue or dispute remains unresolved, the employee or the Company may raise the matter with the next level of management.

30.4.4 If the issue or dispute remains unresolved by this stage, the employee or the Company may seek further discussion with this level of management and the appropriate Human Resources Manager.

30.4.5 If the issue or dispute still remains unresolved, it may be referred to a more senior level of management.

30.4.6 At any stage of this process, it is the responsibility of the Company to provide the employee who lodged the issue with the following:

- (a) The Company's proposed timeline to resolve the dispute at the current level of the issue resolution procedure, or
- (b) Notification that the Company elects to escalate the dispute to the next stage of the procedure process.

This shall be provided to the employee within one week of the issue reaching any stage of the issue resolution procedure above.

Should the Company fail to meet these requirements above within the specified timeframe, the employee may elect to escalate the dispute to the next level of the dispute resolution procedure.

30.5 Referral of workplace issues to the Fair Work Commission or other agreed mediator, conciliator or arbitrator

30.5.1 If a dispute in relation to a matter arising under the agreement or the National Employment Standards remains unresolved after each step in clause 30.4 of this agreement has been complied with, a party to the dispute may refer the dispute to the FWC or other agreed mediator, conciliator or arbitrator for conciliation.

30.5.2 Employee/s will refrain from organising and/or engaging in any unprotected industrial action in respect of an unresolved workplace dispute and adhere to clause 5 (Objectives of the Agreement) in both spirit and in practice while it is under referral pursuant to sub-clause 30.5 above.

30.5.3 Employee/s will comply with sub-clause 30.2 and continue to work without any disruption and at the direction of the Company while an unresolved workplace issue is under referral pursuant to sub-clause 30.5 above.

30.5.4 The FWC or other agreed mediator, conciliator or arbitrator proceed to arbitrate and determine the dispute if conciliation is unsuccessful.

30.5.5 The decision of the FWC or other such body or person will be final, but will not in any way interfere with or limit the rights of the parties under the Act.

31 Allowances

31.1 First aid allowance

An employee (other than one who performs first aid duties as a primary function of their employment) who holds a current

recognised first aid qualification and is appointed by the Company to perform first aid duties will be entitled to an allowance of \$0.463 per ordinary hour worked. Such full-time and part-time employees will receive the abovementioned allowance, but in all cases will be paid a minimum of \$23.75 per fortnight irrespective of hours worked in that period.

31.2 Licensing allowance

31.2.1 It is the employee's responsibility to pay the licence fee required by the VCGLR in circumstances where the employee does not hold a current casino licence which enables the employee to perform the required work in Victoria.

31.2.2 The Company will reimburse the licence fee paid by the employee following 12 months of continuous service in a licensed position and upon presentation of a receipt.

31.2.3 The Company will pay the required fee for any licence renewal set by the VCGLR.

31.3 Split shift allowance

An employee required to work a split shift in accordance with sub-clause 11.1.3 (Rostering principles) is entitled to an allowance of \$12.36 for that shift provided the rostered break is greater than 2 hours.

31.4 Laundry Attendant allowance

Employees classified as Laundry Attendant level 1, as per Attachment A, who work a shift starting at or around 7am, and specifically perform the task of unloading the laundry chute, will be paid a level 2 rate of pay for the duration of the shift.

32 Employee Records

32.1 The Company will maintain employee records which will show:

- Company name
- the Australian Business Number of the Company
- employee's name
- employment status (full time, part time, temporary, casual)
- job classification

- date of commencement of employee's employment
- starting and finishing times for each shift
- total hours worked in each pay period
- gross salary
- rate of remuneration paid to employee
- taxation deductions
- authorised deductions
- overtime payments
- other allowances or payments
- net pay
- leave taken and balances
- leave cash out amounts
- superannuation contributions
- individual flexibility arrangement
- termination of employment

32.2 Payslips will be available to the employee via electronic information systems or on request to the Payroll Department of the Company.

32.3 Employee records will be kept by the Company for at least 7 years.

33 Termination of Employment

33.1 The employment of an employee may be terminated by either the employee or the Company giving the following notice (or payment or forfeiture of salary in lieu of such notice or part thereof):

Employee's period of continuous service with the Company	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks

More than 5 years	At least 4 weeks
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The period of notice which must be given by the Company only is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the Company. Additionally, notice periods are increased by 2 weeks' in the case of redundancy, as per clause 34.5. This sub-clause 33.1 does not apply to casual employees.

33.2 The Company may dismiss an employee without notice at any time for serious misconduct. In cases where an employee is dismissed without notice, salary will be paid up to the time of dismissal only.

33.3 The Company may deduct from an employee's salary any of the following:

- the value of any uniforms, equipment or other property which is not returned to the Company immediately upon termination;
- the monetary equivalent (calculated on the employee's salary) of any period of notice or part of that period that the employee is required to give to under sub-clause 33.1 but which the employee failed to work.

33.4 Any period during which an employee was engaged and paid as a casual employee shall not be taken into account when determining the employee's period of continuous service for the purposes of this clause 33.

34 Redundancy

34.1 Redundancy occurs where for genuine operational reasons an employee's position is no longer required.

34.2 The provisions of this clause are not applicable where the Company arranges for the employee to be offered alternative employment, either within the Company or with another employer, in circumstances where the offer of employment is such that:

34.2.1 the terms and conditions of the offered employment are on balance substantially similar and no less favourable than the employee's present terms and conditions of employment with the Company: and

34.2.2 in the event of a new employer, the employee's period of continuous services with the Company will be recognised as continuous service with the new employer.

34.3 If the redundancy situation arises because of a major change within the meaning of clause 25 of this agreement, prior to the decision taking effect, the Company shall consult with affected employees in accordance with clause 25. As part of this consultation process, the Company will consider measures to mitigate the effects of the change. Where practical, the Company will consider volunteers for redundancy before implementing involuntary redundancies.

34.4 In the event of a redundancy that results in the termination of employment, an employee will be entitled to a severance payment calculated as follows:

Continuous service with the Company	Severance
Less than 1 year	2 weeks
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 15 years	16 weeks
At least 15 years but less than 20 years	18 weeks

Continuous service with the Company	Severance
At least 20 years	20 weeks

34.5 The severance payments in the above table do not include an amount payable in lieu of the period of notice given pursuant to sub-clause 33.1 (Termination of Employment). In the case of redundancy, notice periods are to be increased by 2 weeks.

34.6 Severance payments are to be increased by one week where the employee is over 45 years of age and has completed at least 2 years continuous service with the Company.

34.7 Consistent with the nature of casual employment, the provisions of this clause do not apply to casual employees.

34.8 Any period during which a full-time or part-time employee was engaged and paid as a casual employee shall not be taken into account when determining the employee's period of continuous service for the purposes of calculating redundancy entitlements under this clause 34.

34.9 Job Search Entitlement

An employee given notice of termination in circumstances of redundancy will be allowed up to one day, without loss of pay, during each week of their notice period for the purpose of seeking other employment.

34.10 Outplacement Support

The Company will afford an employee made redundant under this clause 34, and who is not redeployed within the Company, access to outplacement assistance. The provider and services offered to the employee will be at the discretion of the Company.

35 Uniforms and Equipment

35.1 Uniforms

Where uniforms are required to be worn, they will be provided to employees by the Company. The uniforms remain at all times the property of the Company. The Company will launder the uniforms (including the apparel of kitchen personnel) at no cost

to employees. However, a full-time employee will be paid a fortnightly allowance of \$30.75 and a part-time or casual employee will be paid a fortnightly allowance of \$15.38 in circumstances where the company requires the employee to launder their uniforms.

35.2 Equipment

The Company will provide employees with the equipment and implements which the Company considers necessary for the performance of their duties. This equipment remains at all times the property of the Company. However, a tool allowance of \$1.89 per shift worked is payable in circumstances where employees obtain the approval of the Company to supply and use their own equipment or implements.

35.3 Receipt/Deduction – Uniforms and Equipment

35.3.1 On commencing employment or where required to do so when transferring to another position or role, the Company will electronically record all items of uniform and property supplied to the employee and the employee will be required to sign a receipt for such items. The relevant record will show the value of each item issued to the employee.

35.3.2 Immediately on transferring to another position or role as per sub-clause 35.3.1 above or on ceasing employment, the employee is required to return items of uniform and equipment in accordance with the relevant record. If this does not occur, the Company may deduct the original purchase value of such items as stated on the relevant record from the employee's salary on termination with prior written notification to the employee.

35.3.3 In all other circumstances where uniforms or equipment issued to an employee are lost or damaged by the employee other than through normal wear and tear, the Company may deduct the value of such items from the employee's salary, or from monies due to the employee on termination. Such deductions will not apply if the employee provides a statutory declaration attesting to the

cause of the loss or damage, to the Company's satisfaction.

36 Journey Insurance

The Company will provide support to employees who are injured on the journey to and from rostered work except in relation to an injury arising from a "transport accident" as defined by the *Transport Accident Act 1986* (Vic) (as amended or replaced from time to time), for a maximum period of 26 weeks.

37 Accident Make-Up Pay

The Company will provide accident make-up pay to an employee in relation to an injury compensable under the *Accident Compensation Act 1985* (Vic) (as amended) ("**the ACA**") or an injury covered by journey insurance for a maximum period of 26 weeks. The level of accident make-up pay is determined having regard to payments made and calculated in accordance with the ACA. The level of payments under the ACA and this clause are subject to a right of review.

38 Indemnity

The Company will indemnify an employee against whom an action is commenced by a third party as a result of the employee's actions in the workplace, except when the employee has acted outside his or her training, or acts negligently, dishonestly, recklessly, or in any way contrary to law or in a way not authorised by the Company.

39 Review of the Agreement

39.1 The Company, the employees, and, where appropriate, the Union, will continue to monitor the operation of this agreement for the period of its duration. As a result of this process, the Company and employees may, by consent, seek to vary the terms of this agreement in accordance with the Act.

39.2 Without limiting the operation of the Act or any other possible reasons, the circumstances in which the terms in this agreement may be varied include if:

- an employee cannot be appropriately classified in accordance with clause 7.1.1;

- the application of a provision has an unforeseen cost impact on the Company's operations;
- the application of a provision restricts labour flexibilities or efficiencies.

39.3 In seeking to implement a variation to this agreement to address any of the issues referred to in sub-clause 39.2, the Company and employees agree that neither party will unreasonably withhold their consent to the variation. If a dispute arises concerning the processing of a proposed variation, the matter will be resolved in accordance with clause 30 (Issue Resolution Procedure) of this agreement.

40 Use of Contractors

The Company remains committed to engaging employees to meet its operational requirements. However, consistent with best practice principles, the Company is obliged to continually review workplace arrangements.

40.1 Principles

The Company is committed to maintaining a stable and skilled workforce and to recognising the contribution of its employees to the operation of the business. Subject to the terms of this agreement, direct and ongoing employment is a guiding principle of this agreement. However, the parties also recognise that labour flexibility is an ongoing requirement in meeting productivity requirements and achieving job security.

40.2 Contractor Consultation

40.2.1 With the exception of labour requirements to complete short notice (less than a week) and/ or emergency work, the following clause applies.

40.2.2 Where the Company has decided to engage contractors or labour hire companies to perform work that is, at the date of this agreement performed by employees under this agreement, the Company shall consult with the relevant employees and their employee representatives,

in accordance with this clause and, where relevant, in satisfaction of the Major Change clause 25.5.

40.2.3 Where feasible, it is expected that consultation will occur a minimum of 4 weeks prior to the commencement of the work by the contractors/ labour hire employees. If for any reason this does not occur, consultation will occur as soon as reasonably practicable – and in any case not more than 14 days after the contractors/ labour hire employees commence work. For the removal of doubt, any period of consultation provided under this clause 40.2.3 shall be considered as applying as any period provided in clause 25.5.8 (Major Change).

40.2.4 For the purpose of the consultation, the Company must inform the employees and their representatives of:

40.2.4.1 The name of the proposed contractor(s)/ labour hire Company (at a time when such details are not confidential);

40.2.4.2 The type of work to be allocated to the contractor(s)/ labour hire Company;

40.2.4.3 If known by the Company, the likely number of persons the contractor(s)/ labour hire Company may engage to perform the work;

40.2.4.4 Confirmation regarding the qualifications of the employees engaged, where a qualification is required to perform the work; and

40.2.4.5 The likely duration of the contractor(s)/ labour hire engagement.

40.2.5 The Company will consult with the employees and their representatives as may be required by the Major Change (clause 25.5).

40.2.6 In addition to the consultation requirements of the Major Change clause 25.5, the Company will also consult with employees and their employee representative over the following issues:

- The allocation of alternative employment where applicable; and
- The allocation of redundancy where applicable.

40.2.7 Limitation

For the avoidance of doubt, the Company is not required to comply with this clause 40.2 in relation to contractors performing work not covered by the terms of this agreement.

Further, this clause 40.2 does not apply to contractors engaged by the Company under their current scope of work at the time this agreement was approved.

In the event that the Company does not follow the above process in relation to contractor consultation, the parties will comply with the issue resolution procedure at clause 30 to resolve the issue.

41 Jury Service

- 41.1 Immediately after being notified by a Court, employees must inform the Company of the date of their required attendance for jury service. If selected the employee must inform the Company as soon as practical of the anticipated period they will be absent from work on jury service.
- 41.2 Upon notification by the employee, the Company will where practical make alterations to the employee's rostered working hours such that the employee's roster is consistent with the employee's jury service obligations. For the avoidance of doubt, this will involve alterations to the employee's rostered start and finish times rather than alterations to the days for which the employee is rostered to work.
- 41.3 An employee required to attend for jury service will be paid the difference between the allowance paid by the Court and the ordinary hourly rate of pay which would otherwise have been payable for the period of attendance. However, before any payment will be made, the employee must provide the Company with a record of their attendance and payment received from the Court.

42 Policies and Procedures

Company policies and procedures will not affect the substantive rights and entitlements of employees under the agreement. They will provide guidelines for the fair and efficient administration of employment matters consistent with the objectives of this and may be amended by the Company from time to time. For the avoidance of doubt, Company policies and procedures do not form part of this agreement.

43 Stand Down

- 43.1 The Company may stand down employees that cannot be used for reasons outside of the Company's reasonable control, with the exception of slackness in business activity.
- 43.2 The Company will consider and explore all reasonable alternatives before standing down employees. If an employee is stood down after reporting for work, the employee will receive a payment for at least four (4) hours or a payment for their rostered hours of work, whichever is the lesser. In all other circumstances, the stand down is unpaid.
- 43.3 The standing down of employees will not break the continuity of their service for the purposes of this agreement.

44 Provision of the Agreement to Employees

A copy of this agreement will be provided to each employee when they commence employment with the Company. A copy will also be available on the Crown Intranet.

45 Continuous Service

- 45.1 Subject to the Act, for the purposes of accruing leave or otherwise for the recognition of service under this agreement, other than for Long Service Leave:
 - 45.1.1 any paid absence from work by an employee which is authorised by the Company under clauses 12 (Annual Leave), 13 (Personal Leave) and 16 (Long Service Leave) of this agreement will count towards the length of the employee's continuous service and will not break or suspend the employee's continuous service;

45.1.2 any unpaid absence from work by an employee which is authorised by the Company under this agreement will not break the employee's continuous service but will not count towards the length of the employee's continuous service, other than in accordance with clause 8.3;

45.1.3 any other absence from work by an employee that is not authorised by the Company will not break the employee's continuous service but will not count towards the length of the employee's continuous service;

45.1.4 subject to the Act and other provisions of this agreement, any termination of employment – including an employee's resignation — will break the relevant employee's continuous service; and

45.1.5 an employee's absence from work due to injury or illness, where the employee has completed all notification requirements, will not break the employee's continuity of service. For the purposes of annual and sick leave accruals, only paid absences will be treated as time worked and therefore count towards the continued accrual of further leave benefits.

45.2 Subject to the Act, the following are not counted as continuous service for the purposes of sub-clause 45.1:

- any period of leave without pay;
- any unauthorised absence; and
- any unpaid authorised absence.

46 New Positions

New positions created by the changing requirements of the business will be appropriately classified in accordance with the agreement reflecting the skills and responsibilities associated with the position.

47 Salary Packaging Options

47.1 The Company will offer full-time and part-time employees a salary package, in accordance with the Company's policies and guidelines.

- 47.2 A salary package involves employees agreeing to sacrifice a portion of their salary for superannuation or laptop computers, consistent with the Company's guidelines.
- 47.3 Employees wishing to accept a salary packaging offer must pay for fringe benefits tax and the administrative costs associated with the salary package.
- 47.4 Employees must obtain independent financial advice prior to entering into any salary package arrangement.

48 Definitions

"**Award**" means the Hospitality Industry (General) Award 2010.

"**Company**" means Crown Melbourne Limited.

"**Consultation**" means providing relevant parties with a genuine opportunity to influence and inform the decision making process over a significant or important issue, but does not include a veto opportunity or barrier to the making of a decision. Consultation is the reasonable sharing of information about a matter, giving relevant parties a reasonable opportunity to express their views. Consultation does not imply that agreement must be sought or reached.

"**Employee/s**" means all employees who are employed by the Company in work classifications set out in Attachment A of this agreement.

"**FWC**" means the Fair Work Commission.

"**Immediate family**" means:

- (a) a spouse (including a former spouse, a defacto spouse, and a former defacto spouse) of the employee. A defacto spouse means a person who lives with the employee as a husband, wife or permanent partner (including same sex partner) of the employee on a bona fide domestic basis although not legally married to the employee; and
- (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and
- (c) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee's spouse.

“Medical certificate” means a certificate from a registered health practitioner.

“Ordinary hourly rate of pay” means the rate of pay referred to in sub-clauses 7.4.1 (full-time employees), 7.4.2 (part-time employees), 7.4.3 (temporary employees) and 7.4.4 (casual employees).

“Primary engagement” means the basis on which the employee is engaged under sub-clause 6.1 and clause 7.1.1.

“Registered health practitioner” means a health practitioner registered, or licensed as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).

“Shift” means the continuous period of time elapsing from the time an employee commences work to the time the employee ceases work and includes breaks.

“Statutory declaration” means a declaration provided in accordance with Part IV, Division 4 of the *Evidence (Miscellaneous Provisions) Act* 1958 (Vic).

“the Act” means *Fair Work Act* 2009.

“Time Worked” means the time for which an employee is paid, excluding overtime.

“VCGLR” means the Victorian Commission for Gambling and Liquor Regulation.

Attachment A
Classification Structures & Salaries
TABLE GAMES

CROWN	DESCRIPTION	July 2016	July 2017	July 2018
LEVEL				
Level 1	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer < 1 years' service 	\$53,514 \$27.00 \$33.75*	\$55,521 \$28.01 \$35.01*	\$57,603 \$29.06 \$36.33*
Level 2	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 1 years' service 	\$56,847 \$28.68 \$35.85*	\$58,978 \$29.76 \$37.19*	\$61,190 \$30.87 \$38.59*
Level 3	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 2 years' service 	\$60,220 \$30.38 \$37.98*	\$62,478 \$31.52 \$39.40*	\$64,821 \$32.70 \$40.88*
Level 4	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 3 years' service 	\$63,798 \$32.19 \$40.23*	\$66,190 \$33.39 \$41.74*	\$68,673 \$34.65 \$43.31*
Level 5	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 4 years' service 	\$66,637 \$33.62 \$42.02*	\$69,135 \$34.88 \$43.60*	\$71,728 \$36.19 \$45.23*
Level 6	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 5 years' service (subject to agreeing to undertake Work Place Coach training, in accordance with clause 8.7) 	\$67,232 \$33.92 \$42.40*	\$69,753 \$35.19 \$43.99*	\$72,369 \$36.51 \$45.64*
Level 7	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 6 years' service 	\$69,474 \$35.05 \$43.81*	\$72,079 \$36.37 \$45.46*	\$74,782 \$37.73 \$47.16*
Level 8	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 10 years' service (subject to agreeing to undertake Learning Development Program training, in accordance with clause 8.7) 	\$71,922 \$36.29 \$45.36*	\$74,619 \$37.65 \$47.06*	\$77,417 \$39.06 \$48.82*

Level 9	An employee classified at this level has the required level of training to perform the role of: ○ <i>Dealer 15 years' service</i>	\$72,497	\$75,216	\$78,037
		\$36.58	\$37.95	\$39.37
		\$45.72*	\$47.43*	\$49.21*
Level 10	An employee classified at this level has the required level of training to perform the role of: ○ <i>Dealer 20 years' service</i>	\$73,073	\$75,813	\$78,656
		\$36.87	\$38.25	\$39.68
		\$46.08*	\$47.81*	\$49.60*

*Casual employee hourly rate of pay.

GAMING MACHINES

CROWN LEVEL	DESCRIPTION	July 2016	July 2017	July 2018	
Level 5	An employee classified at this level has the required level of training to perform the role of:	\$55,180	\$57,250	\$59,397	
	○ <i>Customer Service Attendant Gaming Machines 5 (< 1 years' service)</i>	\$27.84 \$34.80*	\$28.88 \$36.10*	\$29.97 \$37.46*	
	○ <i>Customer Service Attendant Gaming Machines 5 (1 - 2 years' service)</i>	\$56,147 \$28.33 \$35.41*	\$58,253 \$29.39 \$36.74*	\$60,437 \$30.49 \$38.11*	
	○ <i>Customer Service Attendant Gaming Machines 5 (2+ years' service)</i>	\$60,384 \$30.47 \$38.08*	\$62,648 \$31.61 \$39.51*	\$64,997 \$32.79 \$40.99*	
	Level 6	An employee classified at this level has the required level of training to perform the role of:	\$66,080	\$68,558	\$71,129
		○ <i>Gaming Equipment Supervisor. This agreement and classification level only applies to employees in this position as at 25 August 2003, and only for so long as the employee elects to remain covered by this Agreement. Gaming Equipment Controllers acting as Gaming Equipment Supervisors are not paid a higher duties rate.</i>	\$33.34 \$41.67*	\$34.59 \$43.24*	\$35.89 \$44.86*
		○ <i>Customer Service Attendant Gaming Machines 6 (only applies to employees in this classification as at 16 February 2000)</i>			
	Level 8	An employee classified at this level has the required level of training to perform the role of:	\$55,180	\$57,250	\$59,397
		○ <i>Gaming Host 8 (<1 years' service) ("grandfathered" position – only applies to employees in this classification as at 5 July 2010)</i>	\$27.84 \$34.80*	\$28.88 \$36.10*	\$29.97 \$37.46*
○ <i>Gaming Host 8 (1-2 years' service) ("grandfathered" position – only applies to employees in this classification as at 5 July 2010)</i>		\$56,518 \$28.52 \$35.64*	\$58,637 \$29.58 \$36.98*	\$60,836 \$30.69 \$38.37*	
○ <i>Gaming Host 8 (2+ years' service) ("grandfathered" position – only applies to employees in this classification as at 5 July 2010)</i>		\$68,691 \$34.79 \$43.49*	\$71,547 \$36.10 \$45.12*	\$74,230 \$37.45 \$46.81*	

*Casual employee hourly rate of pay.

- Employees may be multi-skilled / cross-trained to work in any of the positions at the same level of their normal classification as listed above provided that they have successfully completed the requisite modules of training.

CAGE & COUNT

CROWN LEVEL	DESCRIPTION	July 2016	July 2017	July 2018
Level 5	An employee classified at this level has the required level of training to perform the role of:	\$60,384	\$62,648	\$64,997
	○ <i>Count Team Member</i>	\$30.47	\$31.61	\$32.79
		\$38.08*	\$39.51*	\$40.99*
	○ <i>Count Team Member (20+ years' service)</i>	\$61,412	\$63,715	\$66,104
		\$30.98	\$32.15	\$33.35
		\$38.73*	\$40.18*	\$41.69*
Level 8	An employee classified at this level has the required level of training to perform the role of:	\$58,451	\$60,643	\$62,917
	○ <i>Cage Cashier 8: Performs one of the following skills – Chip Bank, Main Bank, Front Window, Mahogany Room Cashier (<1 years' service)</i>	\$29.49	\$30.60	\$31.74
		\$36.86*	\$38.24*	\$39.68*
	○ <i>Cage Cashier 8 (1-2 years' service)</i>	\$60,281	\$62,541	\$64,887
		\$30.41	\$31.55	\$32.74
		\$38.02*	\$39.44*	\$40.92*
	○ <i>Cage Cashier 8 (2+ years' service)</i>	\$68,961	\$71,547	\$74,230
		\$34.79	\$36.10	\$37.45
	\$43.49*	\$45.12*	\$46.81*	
○ <i>Cage Cashier 8 (20+ years' service)</i>	\$69,989	\$72,613	\$75,336	
	\$35.31	\$36.63	\$38.01	
	\$44.14*	\$45.79*	\$47.51*	
Level 9	An employee classified at this level has the required level of training to perform the role of:	\$61,679	\$63,992	\$66,392
	○ <i>Cage Cashier 9: Performs two or more of the following skills – Chip Bank, Main Bank, Front Window, Mahogany Room Cashier (<1 years' service)</i>	\$31.12	\$32.29	\$33.50
		\$38.90*	\$40.36*	\$41.87*
	○ <i>Cage Cashier 9 (1-2 years' service)</i>	\$62,338	\$64,676	\$67,101

		\$31.45	\$32.63	\$33.85
		\$39.31*	\$40.79*	\$42.32*
	○ <i>Cage Cashier 9 (2+ years' service)</i>	\$70,091	\$72,720	\$75,447
		\$35.36	\$36.69	\$38.06
		\$44.20*	\$45.86*	\$47.58*
	○ <i>Cage Cashier 9 (20+ years' service)</i>	\$71,120	\$73,787	\$76,554
		\$35.88	\$37.23	\$38.62
		\$44.85*	\$46.53*	\$48.28*

- Employees may be multi-skilled / cross-trained to work in any of the positions at the same level of their normal classification as listed above provided that they have successfully completed the requisite modules of training.
- Employees performing higher duties will receive payment at the higher rate for actual hours worked at such duties subject to clause 8.11.

HOTELS/ FOOD & BEVERAGE

CROWN LEVEL	DESCRIPTION	July 2016	July 2017	July 2018
Level 1	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Environmental Services Attendant 1: is an employee with less than 1 years' service in the role. Duties may include some of the following-</i> <ul style="list-style-type: none"> • general cleaning duties within a kitchen or food preparation area, including the cleaning of cooking and general utensils used in a kitchen and restaurant; • assisting employees who are cooking; • assembling and preparing ingredients for cooking; and • general pantry duties. ○ <i>Food & Beverage Attendant 1: is an employee with less than 6 months' service in the role. This is an entry-level position involving mainly routine tasks requiring little decision making, working under direct supervision. Food & Beverage Attendants 1 are considered for training in preparation for higher level positions, and are yet to develop their skills in other aspects of the range of Food & Beverage functions.</i> ○ <i>Usher</i> ○ <i>Laundry Attendant</i> 	<p>\$47,180</p> <p>\$23.80</p> <p>\$29.75*</p>	<p>\$48,950</p> <p>\$24.69</p> <p>\$30.87*</p>	<p>\$50,785</p> <p>\$25.62</p> <p>\$32.02*</p>
Level 2	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Environmental Services Attendant 2: is an employee with 1 years' service in the role. An employee at this level has the appropriate training and is engaged in specialised non-cooking and food preparation duties in a kitchen and food preparation area, or supervision of Environmental Services Attendants of a lower level.</i> ○ <i>Cook 2: means an employee who carries out basic cooking duties. This role does not require trade qualifications as a Chef.</i> 	<p>\$49,751</p> <p>\$25.10</p> <p>\$31.37*</p>	<p>\$51,617</p> <p>\$26.04</p> <p>\$32.55*</p>	<p>\$53,553</p> <p>\$27.02</p> <p>\$33.77*</p>

	<ul style="list-style-type: none"> ○ <i>Food & Beverage Attendant 2: is an employee with at least 6 months' service in the role. This role is a multi-function position involving the ability to plan and manage work of a routine nature under general supervision. Interpersonal skills, technical skills and experience are being developed. At this level, attendants should be able to work in various positions.</i> ○ <i>Bell Services Attendant</i> ○ <i>Room Attendant 2</i> ○ <i>Valet Laundry Attendant</i> ○ <i>Housekeeping Services Attendant</i> 			
Level 3	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Cook 3 means an employee who has the appropriate minimum level of recognised culinary training and who performs cooking duties.</i> ○ <i>Food & Beverage Attendant 3: is a Senior Food and Beverage Attendant, appointed via a selection process. An employee at this level operates under minimal supervision, is results driven and is responsible for proactively identifying operational gaps to improve service. An employee at this level also seeks for opportunities for new learning and easily shifts from one action/ solution to another.</i> ○ <i>Concierge Attendant ("grandfathered" position – only applies to employees in this classification as at 30 June 2016).</i> ○ <i>Room Attendant 3</i> ○ <i>Linen Room Attendant ("grandfathered" position – only applies to employees in this classification as at 30 June 2016).</i> ○ <i>Doorperson</i> ○ <i>Reservations Agent 3: is an employee with less than 1 years' continuous service in the role.</i> ○ <i>Receptionist (Spa/ Pool & Gym) ("grandfathered" position – only applies to employees in this classification as at 5 July 2010)</i> 	<p>\$53,103</p> <p>\$26.79</p> <p>\$33.49*</p>	<p>\$55,095</p> <p>\$27.79</p> <p>\$34.74*</p>	<p>\$57,161</p> <p>\$28.84</p> <p>\$36.04*</p>
Level 4	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Cook 4: is an appointed trade qualified chef with at least 1 years' experience, appointed via a selection process. An employee at this level operates with minimal supervision and performs cooking duties. An employee at this level has demonstrated responsibility for supporting the smooth operations of the outlet, proactive problem solving and high levels of team work. An employee at this level also has demonstrated advanced knowledge of the operations of the department and/ or outlet and seeks for opportunities for new learning and development.</i> 	<p>\$55,736</p> <p>\$28.12</p> <p>\$35.15*</p>	<p>\$57,826</p> <p>\$29.17</p> <p>\$36.46*</p>	<p>\$59,994</p> <p>\$30.26</p> <p>\$37.83*</p>

	<ul style="list-style-type: none"> ○ <i>Food & Beverage Attendant 4. is an appointed higher duties role via competitive selection application process. This role will be rostered to eligible employees on a shift-by-shift basis as operationally required. A Food & Beverage Attendant 4 is accountable for providing the highest level of service and guest relations. Advanced Food and Beverage skills, knowledge and experience are applied to provide fine food and drink service. Food & Beverage Attendants at this level provide support to the Food and Beverage operation by assisting in developing the business and coaching, supervising and delegating to lower level employees.</i> ○ <i>Front Office Attendant</i> ○ <i>Reservations Agent 4: is an employee with at least 1 years' service in this role and is expected to buddy and shadow other employees in the same role.</i> ○ <i>Guest Services Advisor 4: is an employee who has less than 2 years' service in this role and has been trained and performing up to a maximum of 3 call taking skills*.</i> 			
Level 5	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Food & Beverage Attendant 5: ("grandfathered" position – only applies to employees in this classification as at 30 June 2016.</i> ○ <i>Apprentice Chef, Commis Chef means an appointed experienced, trade-qualified Chef who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking duties. Must be able to work without direct supervision.</i> ○ <i>Stage Manager is responsible for the co-ordination of all parties involved in an entertainment event to ensure the smooth delivery without issues and in accordance with the event plan.</i> ○ <i>Valet Laundry Dry Cleaner</i> ○ <i>Sports Consultant ("grandfathered" position – only applies to employees in this classification as at 5 July 2010)</i> ○ <i>Guest Services Advisor 5: is an employee with at least 2 years' service in this role and agrees to undertake training for and perform a fourth and additional call taking skills*.</i> 	<p>\$60,384</p> <p>\$30.46</p> <p>\$38.08*</p>	<p>\$62,648</p> <p>\$31.60</p> <p>\$39.50*</p>	<p>\$64,997</p> <p>\$32.79</p> <p>\$40.99*</p>
Higher Duties into Salaried Positions	<ul style="list-style-type: none"> ○ When an Environmental Services Attendant (ESA) is appointed by the Company to perform the position of an Environmental Services Attendant Supervisor, which is a salaried position not covered by this agreement, the ESA shall be paid at the level 4 rate of this Hotels, Food & Beverage structure for all hours worked at this higher level. ○ For an employee classified as a Reservations Agent who performs the role of a Reservations Team Leader, or a Guest Services Advisor who performs the role of a Guest Services Advisor Team Leader, which are salaried roles not covered by this agreement, they will be paid the following higher duties payment in addition to their ordinary hourly rate: <ul style="list-style-type: none"> ○ For less than 4 hours, paid an additional \$2.63 per hour worked of higher duties; or ○ For 4 or more hours of a shift a flat rate of \$20 per shift in addition to their ordinary hourly rate. ○ For an employee classified as a Bell Services Attendant or Doorman, who performs the higher duties role of a Bell Captain, which is a 			

	salariated role not covered by this agreement, they will be paid at the level 3 rate under this classification and the following higher duties payment in addition to their ordinary hourly rate: <ul style="list-style-type: none">○ For less than 4 hours, paid an additional \$2.63 per hour worked of higher duties; or○ For 4 or more hours of a shift a flat rate of \$20 per shift in addition to their ordinary hourly rate.
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*A call taking skill includes calls of the one skill across properties and locations, i.e. General Enquiries is one taking skill regardless of location call originates from. Guest Services Advisors (GSAs) may be trained in any range of call taking skills, although will not be expected to action requests for more than 5 areas of call taking skills, regardless of the amount of call taking classifications that are in the department. For the avoidance of doubt, this does not limit the ability of the department to amend the 5 call taking skills a GSA may be allocated, rather are only able to assign a maximum of 5 at any one given time.

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- Employees performing higher duties will receive payment at the higher rate for actual hours worked at such duties subject to clause 8.11.

*Casual employee hourly rate of pay.

WAREHOUSE

CROWN LEVEL	DESCRIPTION	July 2016	July 2017	July 2018
Level 3	An employee classified at this level has the required level of training to perform the role of:	\$53,103	\$55,095	\$57,161
	○ <i>Warehousing Employee 3</i>	\$26.79	\$27.80	\$28.84
		\$33.49*	\$34.75*	\$36.05*
Level 4	An employee classified at this level has the required level of training to perform the role of:	\$55,736	\$57,826	\$59,994
	○ <i>Warehousing Employee 4</i>	\$28.12	\$29.18	\$30.27
		\$35.15*	\$36.47*	\$37.84*
Level 5	An employee classified at this level has the required level of training to perform the role of:	\$60,384	\$62,648	\$64,997
	○ <i>Warehouse Section Coordinator</i>	\$30.47	\$31.61	\$32.79
		\$38.08*	\$39.51*	\$40.99*

- Employees may be multi-skilled / cross-trained to work in any of the positions at the same level of their normal classification as listed above provided that they have successfully completed the requisite modules of training.
- Employees performing higher duties will receive payment at the higher rate for actual hours worked at such duties subject to clause 8.11.

*Casual employee hourly rate of pay.

**CORPORATE & CUSTOMER SERVICES
OTHER CORPORATE**

CROWN LEVEL	DESCRIPTION	July 2016	July 2017	July 2018
Level 5	An employee classified at this level has the required level of training to perform the role of:	\$60,384	\$62,648	\$64,997
	○ <i>Accounts Officer (only applies to employees in this classification as at 16 April 2003).</i>	\$30.47	\$31.61	\$32.79
		\$38.08*	\$39.51*	\$40.99*
Level 6	An employee classified at this level has the required level of training to perform the role of:	\$66,080	\$68,558	\$71,129
	○ <i>Revenue Auditor 6 (only applies to employees in this classification as at 16 April 2003).</i>	\$33.34	\$34.59	\$35.89
		\$41.67*	\$43.24*	\$44.86*
Level 9	An employee classified at this level has the required level of training to perform the role of:	\$70,091	\$72,720	\$75,447
	○ <i>Financial Support Controller 9 (only applies to employees in this classification as at 16 April 2003).</i>	\$35.36	\$36.68	\$38.06
		\$44.20*	\$45.86*	\$47.58*

- Employees may be multi-skilled / cross-trained to work in any of the positions at the same level of their normal classification as listed above provided that they have successfully completed the requisite modules of training.
- Employees performing higher duties will receive payment at the higher rate for actual hours worked at such duties subject to clause 8.11.

*Casual employee hourly rate of pay.

SECURITY

CROWN LEVEL	DESCRIPTION	July 2016	July 2017	July 2018
Level 4	An employee classified at this level has the required level of training to perform the role of:	\$55,736	\$57,826	\$59,994
	○ <i>Security Services Officer 4: is an officer who is undergoing training for Certificate II.</i>	\$28.12	\$29.18	\$30.27
	○ <i>RSA Officer 4: is an employee with less than 1 years' service.</i>	\$35.15*	\$36.47*	\$37.84*
Level 5	An employee classified at this level has the required level of training to perform the role of:	\$60,384	\$62,648	\$64,997
	○ <i>Security Services Officer 5: is an officer who holds the relevant licenses and has completed minimum Certificate II in Security Services, with less than 2 years' service or equivalent demonstrated security experience outside Crown.</i>	\$30.47	\$31.61	\$32.79
	○ <i>First Aid Officer</i>	\$38.08*	\$39.51*	\$40.99*
Level 6	An employee classified at this level has the required level of training to perform the role of:	\$66,080	\$68,558	\$71,129
	○ <i>Security Services Officer 6: is an officer who has completed a Certificate III in Security Services, plus two years' service or equivalent validated demonstrated security experience outside Crown.</i>	\$33.34	\$34.59	\$35.89
	○ <i>First Aid Officer (2+ years' service)</i>	\$41.67*	\$43.24*	\$44.86*
Level 7	An employee classified at this level has the required level of training to perform the role of:	\$67,665	\$70,202	\$72,835
	○ <i>Security Services Officer 7: is an officer who has completed a Certificate III in Security Services, plus three years' service or equivalent validated demonstrated security experience outside Crown.</i>	\$34.14	\$35.42	\$36.75
	○ <i>RSA Officer 6: is an employee who carries out crash pack compliance, with at least 2 years' experience.</i>	\$42.67*	\$44.27*	\$45.93*
Level 8	An employee classified at this level has the required level of training to perform the role of:	\$68,961	\$71,547	\$74,230
	○ <i>Security Services Officer 8: is an officer who has completed Workplace Coach or Certificate III, plus four years' service or equivalent validated demonstrated security experience outside Crown.</i>	\$34.79	\$36.10	\$37.45
	○ <i>First Aid Officer (4+ years' equivalent service and has completed a Certificate IV Workplace Training & Assessment)</i>	\$43.49*	\$45.12*	\$46.81*
○				

	<ul style="list-style-type: none"> ○ <i>RSA Officer 8: is an employee who holds a security licence and/ or has completed a Certificate IV in Training and Assessment, with at least 3 years' experience.</i> 			
Level 9	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Security Services Officer 9: is an officer who has completed a Certificate III in Security Services, plus seven years' service or equivalent relevant demonstrated security experience outside Crown.</i> 	\$71,325	\$74,000	\$76,775
		\$35.99	\$37.33	\$38.73
		\$44.98*	\$46.67*	\$48.42*
Level 10	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Senior Security Services Officer 10: is an appointed Senior Security Officer, appointed via Expression of Interest application.</i> ○ <i>Senior RSA Officer 10: is an employee who is appointed via Expression of Interest application on a shift-by-shift basis to perform duties such as the posting sheet, liaise with SSMs in relation to staffing levels and help support new RSA Officers with report writing.</i> 	\$72,539	\$75,259	\$78,081
		\$36.60	\$37.97	\$39.39
		\$45.75*	\$47.46*	\$49.24*
Venue/ Event Supervisor	<ul style="list-style-type: none"> ○ <i>Venue/ Event Supervisor – is a Security Services Officer appointed to perform the higher duties role of a venue/ event supervisor on a shift-by-shift basis.</i> <p><i>Payment for performing this role is a flat rate of \$31.00 for the full shift, in addition to an employee's ordinary rate of pay for each hour worked, regardless of hours performed in this role in any given shift.</i></p>			
Senior Security Manager	<ul style="list-style-type: none"> ○ <i>When a Security Services Officer is appointed by the Company to perform the salaried role of a Senior Security Manager, which is a salaried role not covered by this agreement, the Security Services Officer shall be paid a flat rate of \$50 for the full shift, in addition to an employee's ordinary rate of pay for each hour worked, regardless of hours performed in this role in any given shift.</i> 			

*Casual employee hourly rate of pay.

OTHER CORPORATE

CROWN LEVEL	DESCRIPTION	July 2016	July 2017	July 2018
Level 6	An employee classified at this level has the required level of training to perform the role of:	\$66,080	\$68,558	\$71,129
	○ <i>Workforce Planner</i>	\$33.34	\$34.59	\$35.89
		\$41.67*	\$43.24*	\$44.86*

CROWN SERVICES

CROWN LEVEL	DESCRIPTION	July 2016	July 2017	July 2018
Level 2	An employee classified at this level has the required level of training to perform the role of:	\$49,751	\$51,617	\$53,553
	○ <i>Parking Services Attendant</i>	\$25.10	\$26.04	\$27.02
		\$31.38*	\$32.55*	\$33.77*
Level 3	An employee classified at this level has the required level of training to perform the role of:	\$53,103	\$55,095	\$57,161
	○ <i>Wardrobe Attendant</i>	\$26.79	\$27.80	\$28.84
	○ <i>Wardrobe Attendant Seamstress</i>	\$33.49*	\$34.75*	\$36.05*
Level 5	An employee classified at this level has the required level of training to perform the role of:	\$60,384	\$62,648	\$64,997
	○ <i>Wardrobe Team Leader</i>	\$30.47	\$31.61	\$32.79
		\$38.08*	\$39.51*	\$40.99*

*Casual employee hourly rate of pay.

Attachment B

UNION DELEGATES AND UNION RECOGNITION

1. Objectives

- 1.1. The objectives of this attachment are:
 - 1.1.1. to maintain a constructive working relationship between the Union and the Company;
 - 1.1.2. to outline the commitments by the parties to the facilitation and upholding of a constructive relationship;
 - 1.1.3. to record rights that UV shall have as a legitimate representative of the Company's employees; and
 - 1.1.4. to record the circumstances which provide for the continued acknowledgement of these rights.

2. Principles

- 2.1. The Company and UV acknowledge the mutual benefits of a constructive relationship. The Company and UV will continue to work to determine ways to maintain and improve the relationship in the light of new and emerging circumstances.
- 2.2. The Company acknowledges that UV has rights under its registered rules to represent employees employed by the Company at the Southbank Casino complex.
- 2.3. The parties commit to promoting a harmonious and productive workplace environment in which employees are committed to the casino and related operations, and to ensure that agreed dispute settlement procedures in the collective agreement will be followed and that industrial action does not occur.
- 2.4. The Company wishes to continue to be the leading gaming and hospitality employer in Victoria. UV commits to working with the Company to achieve this objective and, where possible, to take positive steps to help the Company grow its business.
- 2.5. The parties recognise that a comprehensive agreement on industrial matters is a positive declaration on the nature of the relationship. It

clarifies issues and rights, defines normal matters within the relationship in a proper and responsible manner, and allows the Company and UV to progress their respective and sometimes mutual businesses free from encumbrances or outside influences.

2.6. In addition to the objectives set out in clause 5 of this Agreement, the parties are committed to the following principles:

2.6.1. Recognition that labour costs are a critical concern to the Company

2.6.2. The need of the Company to return value to its shareholders

2.6.3. The need of the Company for ongoing growth in profitability

2.6.4. UV's demonstration of industrial responsibility, characterised by:

(a) Adherence to agreed Issue Resolution Procedures;

(b) Commitment not to engage in unprotected industrial action;

(c) Undertaking Union campaigning, in a reasonable, responsible and non-divisive manner, without engaging in workplace disruption.

2.6.5. The parties recognise that they each have the right to hold their own political or industrial views. Subject to this acknowledgement, UV will not engage in activities, including exposing the Company to media coverage, that damage the Company's reputation or business prospects.

2.6.6. Where appropriate, the Company will consult UV over relevant employment issues in accordance with the objectives of this collective agreement.

3. Union rights

In recognition of UV's commitment and continued adherence to the principles contained in this attachment:

3.1. The Company will encourage and facilitate Union membership by way of points 3.3, 3.4, 3.5, 3.6, 3.7, 3.8 and 3.10 below, in a manner consistent with employees' right to freedom of association.

3.2. The Company will supply all new employees covered by the collective agreement with an UV membership form (provided by UV) at the same time as such employees are provided with other employment forms.

3.3. Induction

3.3.1. The Company will allow representative/s of UV to make a presentation to new employees during their induction training as follows:

- (a) Such UV presentation will not exceed 15 minutes, and will be conducted at a time and in a place designated by the Company.
- (b) UV will not be critical of the Company in its presentation to employees.
- (c) UV will not raise issues in dispute with the Company during induction sessions.
- (d) UV will not coerce employees to join UV.
- (e) Employees who are not covered by the collective agreement (or in the case of contractor employees, by a collective agreement or award) will not attend UV induction sessions, and they will be asked by the Company not to be present at such sessions.
- (f) The Company will make a positive statement when introducing UV at employee inductions.
- (g) A Company representative may be present throughout UV's induction presentation but will not participate in the session and will remain silent throughout.
- (h) UV permit holders may be accompanied by a senior delegate at employee inductions, subject to business needs and the availability of a delegate.
- (i) The contents of UV's presentation will be submitted to the Company in advance of UV's presentations taking place. The Company will not unreasonably object to the contents of the presentation.

3.4. UV delegates

3.4.1. UV will accredit representatives from amongst the Union membership as delegates. As part of UV's role in representing members and in contributing to the efficient operation of the

Southbank Casino the delegates will have the opportunity to represent the concerns of individual members to representatives of the Company, participate in issue resolution and grievance handling procedures, and participate in other workplace matters including negotiations.

- 3.4.2. A single delegate will have the opportunity to represent an individual member in a disciplinary meeting at the member's request where the Company has notified the member that they are subject to a process under the Conduct and Counselling Policy and there is a possibility of a verbal warning or higher sanction. A delegate who engages in such activities during work time will be released from duty without loss of pay for the duration of the meeting, subject to operational requirements. If it is not practicable for the Company to release a delegate from duty to represent an individual member in a disciplinary meeting for operational reasons, the employee must not unreasonably delay their attendance at the meeting. Additional delegates can attend a disciplinary meeting by agreement between UV and the Company. For the avoidance of doubt, this clause does not apply where the matter relates to a safety issue.
- 3.4.3. Each delegate will, upon nomination by UV, be entitled to a maximum of five (5) days per calendar year of paid leave for the purpose of education concerning the collective agreement and the role and responsibilities of delegates.
- 3.4.4. The number, location and shift coverage of delegates accredited by UV, will be the subject of consultation between the Company and the UV.
- 3.4.5. Requests to attend any training courses must be notified to the Company at least four (4) weeks in advance and will be considered having regard to the operational requirements of the business and the subject-matter of the course.
- 3.4.6. The training leave requirements of all UV delegates will not exceed 250 days in any calendar year.

3.4.7. Attendance at a training course will be paid at the delegate's ordinary hourly rate of pay for the time the delegate would otherwise have been rostered to work.

3.5. *Leave to undertake UV projects.*

3.5.1. On request made by UV, the Company will consider granting leave without pay to UV delegates to undertake UV projects, provided such leave would not interfere with the operational requirements of the business.

3.6. *Union fees*

3.6.1. *Payroll deduction*

The Company will deduct Union membership fees, as levied by UV in accordance with its rules, from the salaries of employees whose employment is covered by the collective agreement and who provide the Company with written authorisation to make such deductions. Such monies collected will be forwarded to UV each month together with all necessary information to enable the reconciliation and crediting of membership fees to the membership records.

3.6.2. *Direct Debit*

Subject to any privacy or other laws that apply to the Company from time to time, the Company agrees to provide an employee's bank account details to the Union if the employee gives the Company prior authorisation in writing. The purpose of this clause is to facilitate the deduction of Union dues by the Union.

3.7. *Union Office*

3.7.1. The Company will provide officers of UV with the use of a Union office within the staff amenities facilities at the Southbank Casino complex.

3.8. *Use of noticeboards by UV*

3.8.1. UV may use the Company-designated Union noticeboards in the IDs employee restaurant, in the immediate vicinity of the on-site Union office, in the IDs basement break room and the West End

break room. Union material may not be placed in any other locations except as expressly agreed by the Company.

- 3.8.2. Only information of an industrial nature may be posted by UV on the Company designated Union noticeboards. UV agrees not to post notices of an electoral or political nature.
- 3.8.3. Neither party will post notices or information that could reasonably be considered to be offensive or discriminatory, defamatory or derogatory towards the Company, its customers, shareholders, any of its employees, or UV. The Company may remove any notices posted in contravention of this clause.

3.9. *Contractors*

- 3.9.1. Where UV is in dispute with a contractor over employment issues on the Southbank complex that do not relate to the Company as the employer, UV will discuss the issues with the Company and will ensure that work is not disrupted. The Company undertakes to assist UV, where possible, in resolving the issues with the contractor.

3.10. *Workplace Consultative Meetings*

- 3.10.1. Employees will be allowed to attend without the loss of ordinary pay, one workplace meeting each year convened by UV. Payment will only be made for employees who are rostered to work at the time of the meeting. To verify payments, UV will take a record of attendance and provide this record to the Company.
- 3.10.2. The duration and scheduling of any meetings must be agreed by the Company and UV at least 8 weeks in advance of any such meeting to ensure that interruption to the business operations are minimised. UV will, unless otherwise agreed, not convene any more than 15 meetings in any calendar year spanning over no greater than a one week period, and meetings will not occur during a roster period of major events or periods, including:
 - (a) any Friday after 5pm, and any Saturday or Sunday;

- (b) a roster period which includes Lunar New Year, Christmas, Spring Racing Carnival, Aussie Millions Poker Tournament or the Australian Open; or
 - (c) A roster period which includes Easter or the AFL Grand Final.
- 3.10.3. Meetings will last no longer than 30 minutes duration, and employees will be granted reasonable travel time to and from the meeting in addition to the 30 minute allowance, back to their rostered shift so long as the meeting is held on-site at the Company premises.
- 3.10.4. Meetings will commence and finish on time.
- 3.10.5. The meetings can only discuss matters specifically relating to the Company's operations and may include consultation regarding this agreement and subsequent arrangements between the parties. Any communications regarding the meetings to staff will be in an appropriate manner. Both parties will provide the other any communications to employees covered by this agreement regarding the paid meetings prior to distribution.
- 3.10.6. During the life of this Agreement, a working party shall be established made up of representatives of the Company and the Union to explore ways in which employee attendance at Workplace Consultative Meetings can be maximised.
- 3.11. Prior to the nominal expiry date of this agreement, UV and the Company will discuss arrangements for delegates to attend negotiation meetings for a new enterprise agreement.

4. Right of Entry Protocol

- 4.1. Permit holders of UV will have the right, in accordance with the provisions of this attachment, to enter the Company's premises after first notifying the Company and in compliance with the following agreed procedures (which take into account the provisions of the *Casino Control Act 1991* and the Company's requirements relating to secure areas and the necessity to avoid any disruption to its operations).

- 4.2. Subject to the provision of 24 hours written notice to the Company's Executive General Manager – Human Resources (including by e-mail), UV can access both its on-site office at the complex and designated table outside IDs staff restaurant, and the employee break room located opposite the IDs staff restaurant, without restriction on hours of the day, or days of the week. When at IDs, the permit holders will position themselves at a table to be located in the "market stall" area outside of the entrance to the IDs staff restaurant.
- 4.3. The Company may, at its discretion, require that UV permit holders sign in/out on a log maintained at staff entry.
- 4.4. The Company and UV have developed the following protocol under which UV may request the Company's agreement to provide access to UV permit holders to the West End or Vegas break room on an ad hoc basis:
 - 4.4.1. If it wishes to obtain access to the West End or Vegas break room, UV permit holders will contact the Company's Employee Relations Manager;
 - 4.4.2. UV will supply information regarding the need for the ad hoc access to the West End or Vegas break room. In particular, this will include information as to why access by UV permit holders to IDs is insufficient for the particular discussions UV wishes to hold with employees.
 - 4.4.3. Providing this information indicates a legitimate need to access the West End or Vegas break room rather than IDs, access will not be unreasonably refused by the Company.
 - 4.4.4. Access to other areas will be granted only in accordance with this procedure.
 - 4.4.5. UV agrees that under no circumstances will Union business be conducted on the gaming floor or in any other areas of the Southbank Casino complex except IDs or the on-site Union office, unless expressly agreed by the Company.
 - 4.4.6. UV agrees that it will not hold any meetings or discussions involving any on-duty delegates and/or employees at times or locations that have not been expressly agreed by the Company.

- 4.4.7. UV commits that its permit holders or delegates will not intentionally hinder or obstruct any employee or customer or otherwise act in an improper manner.
- 4.4.8. UV permit holders will wear Photo ID at all times whilst in the Company complex. Where the Company has supplied a Company Photo ID to an UV permit holder, it will not be worn outside the complex and nor will it be used for any other purpose.