



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Crown Sydney Gaming Pty Ltd T/A Crown Sydney Gaming
(AG2024/776)

CROWN SYDNEY TABLE GAMES AREA MANAGER ENTERPRISE AGREEMENT 2023

Hospitality industry

COMMISSIONER MCKINNON

SYDNEY, 2 APRIL 2024

Application for approval of the Crown Sydney Table Games Area Manager Enterprise Agreement 2023

[1] Crown Sydney Gaming Pty Ltd T/A Crown Sydney Gaming has applied for approval of a single enterprise agreement known as the *Crown Sydney Table Games Area Manager Enterprise Agreement 2023* (the Agreement).

[2] On the papers and having regard to the Statement of Principles¹, I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.

[3] The Agreement is approved and will operate from 9 April 2024. The nominal expiry date of the Agreement is 9 April 2026.

[4] The consultation term in the Agreement does not contain all of the prescribed content. The model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Agreement covers the United Workers' Union.



COMMISSIONER

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¹ *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.*

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Crown Sydney
Table Games Area Manager Enterprise
Agreement 2023

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Crown Sydney

Table Games Area Manager Enterprise Agreement 2023

1. Title

This Agreement will be known as the *Crown Sydney Table Games Area Manager Enterprise Agreement 2023* (**the Agreement**) and is made pursuant to the *Fair Work Act 2009* (Cth) (**the Act**).

2. Whom this Agreement Covers

2.1. This Agreement covers and applies to:

- i. Crown Sydney Gaming Pty Ltd (ABN 97 166 326 843) ("**the Company**").
- ii. each person the Company employs in a work classification set out in Attachment A of this Agreement ("**Employees** or **Employee**"); and
- iii. United Workers' Union ("**UWU**").

3. Operation of the Agreement

- 3.1. The terms of this Agreement are subject to the operation of the National Employment Standards (**NES**) in the Act. The NES will prevail over any term in this Agreement which provides a less beneficial outcome for employees.
- 3.2. This Agreement operates to the exclusion of all modern awards and all other previous agreements between the Company and the UWU whether written or unwritten. While this Agreement is in force no other Federal, or State awards or agreements shall apply.
- 3.3. This Agreement will begin operating seven (7) days after it is approved by the Fair Work Commission ("**FWC**") (**Commencement Date**) and shall reach its nominal expiry date 2 years after the commencement date.

4. Back Payments under this Agreement

- 4.1. The 3% increase to Base Rate of Pay in the Year 1 provided in this Agreement will be backdated to 1 October 2023.

5. No Extra Claims

- 5.1. This Agreement is a comprehensive and full settlement of all enterprise bargaining claims between the parties for the duration of the Agreement.
- 5.2. Prior to the nominal expiry date of this Agreement, UWU 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.

6. Objectives of the Agreement

- 6.1. 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 UWU commit to the following key objectives which should be considered when applying and interpreting this Agreement:
 - i. the provision of terms and conditions of employment which are fair and reasonable;
 - ii. best practice corporate and employee relations;
 - iii. 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;
 - iv. the maximisation of productivity in all aspects of the business operations;
 - v. to ensure that, in the overall context, the Company is not at a competitive disadvantage within the casino, hospitality and entertainment industries;
 - vi. to maintain the Company's commitment to a superior customer service and performance culture;
 - vii. to enable the company to ensure that the workforce is rostered and allocated in accordance with the operational requirements of the business;
 - viii. the development and introduction of flexible working arrangements, having regard to the 24-hour, 7-day operation of the business and the fluctuations in demand for labour which occur;
 - ix. establishing and maintaining a safe and healthy workplace environment; and
 - x. fostering initiatives to reduce the levels of employee absenteeism and to improve the level of attendance by employees, particularly during peak business periods.

7. Contract of Employment

- 7.1. An employee will be employed as a full-time, part-time, or casual employee.
- 7.2. Prior to commencing employment, all employees will be informed of the nature of their employment, their Base Rate of Pay and their ordinary hours of work.

7.3. Full-Time and Part-Time Employees

- 7.3.1 Full-time and part-time employees are employed on the basis of a rostering arrangement determined in accordance with clauses 14 (Hours of Work) and 15 (Rosters) of this Agreement.
- 7.3.2 With the exception of clauses 16 (Annual Leave), 20 (Long Service Leave), 24 (Public Holidays), part-time employees are entitled to the benefits contained in this Agreement on a pro-rata basis.

7.4. Casual Employees

- 7.4.1 A casual employee is as defined at clause 15A of the Act.
- 7.4.2 The provisions in clauses 15 (Rosters), 16 (Annual Leave), 17 (Personal/Carer's and Compassionate Leave (excluding unpaid leave as provided in clause 17)), 18 (Parental Leave), 34 (Termination of Employment) and 35 (Redundancy) of this agreement do not apply to casual employees, subject to the Act.
- 7.4.3 Casuals will be paid the applicable Base Rate of Pay together with a 25% loading for all hours actually worked. However, the 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.
- 7.4.4 Consistent with the nature of casual employment, casual employees do not qualify for leave, except where explicitly provided for by legislation or by this Agreement, as each engagement stands alone. Further, subject to law, 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 entitlements.
- 7.4.5 Where a full-time or part-time employee transfers to casual employment, their outstanding accrual of:
 - i. time in lieu; and
 - ii. 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 service as a casual does not accrue annual or personal/carer's leave - consistent with clause 42 (Continuous Service).
- 7.4.6 Upon a transfer from full-time or part-time to casual employment, any existing personal/carer's leave balance is cancelled.
- 7.4.7 Where a casual employee has reached 12 months continuous service with the Company and during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may

be) the employee has the option to convert to a permanent part-time or full-time position depending on the employees past work pattern. Employees performing additional work under a "multi-hire" arrangement 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. This clause provides for a separate entitlement to the NES for casual employees to convert to part-time or full-time employment. Where there is any inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7.5. Probationary and Qualifying Periods of Employment

- 7.5.1 Upon commencement of employment with the Company, an employee will be subject to a probationary period of six (6) 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.
- 7.5.2 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 subject to law, forfeiture of one (1) week of pay (as the case may be) in lieu of such notice. This notice period or payment in lieu does not apply to casual employees.

7.6. Suspension

- 7.6.1 In circumstances where the Company has a reasonable belief that an employee may have engaged in serious misconduct at the workplace, the Company may at its discretion, suspend the employee on their Base Rate of Pay for a fair and reasonable period of up to 10 days, unless extended by mutual agreement for a fair and reasonable period, permitting the Company to afford an employee with a procedurally fair and meaningful workplace investigation to be completed.
- 7.6.2 The Company will use all reasonable means to ensure the workplace investigation is completed as soon as reasonably practicable.

7.7. Licensing

- 7.7.1 The business operations of the Company covered by this Agreement are regulated in part by the Gaming Authority operating under the provisions of the *Casino Control Act 1992* (NSW) (as amended) and the *Gaming and Liquor Administration Act 2007* (NSW) (as amended).
- 7.7.2 Part 4 of the *Casino Control Act 1992* (NSW) requires certain employees to be licensed with the Gaming Authority.
- 7.7.3 It is a condition precedent and an ongoing condition of employment for employees required to be licensed to obtain and maintain an operative licence with the Gaming Authority or as otherwise advised by the Company.
- 7.7.4 In the event that an employee fails to obtain and maintain the required license to perform

the position they were employed to perform, and the employee cannot be redeployed into an acceptable position, then the employee will be dismissed on the ground that they lack the capacity to perform the inherent requirements of the position they were employed to perform.

7.8. *Initial and Ongoing Probity Assessment*

- 7.8.1 It is a condition precedent and ongoing condition of employment that all employees obtain and pass (as determined by the Company's Compliance Department) a criminal and/or a Company probity assessment (whether or not they are required to be the holder of an operative licence with the Gaming Authority pursuant to sub-clause 7.7).
- 7.8.2 Employees must immediately notify the Company if they become aware of any criminal proceedings being brought against them (including investigations, prosecutions and/or convictions). Periodically throughout the employee's employment with the Company employees may be required to undertake further criminal and/or probity assessments to gauge their on-going suitability for employment.

7.9. *Abandonment*

- 7.9.1 The absence of any employee from work for a period exceeding three (3) consecutive rostered shifts without the consent of the Company and where the employee fails to notify the Company (where notification is reasonable and practicable) shall be prima facie evidence that the employee has abandoned their employment. In the event the Company seeks to terminate the employee's employment, it will do so in accordance with the NES and this Agreement.

7.10. *Confidentiality*

- 7.10.1 An employee may, during the course of their employment, obtain or have access to business related information which may or may not be marked as confidential (**confidential information**). An employee must not use the confidential information or disclose it or any part of 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.
- 7.10.2 Breaches of confidentiality by an employee may, depending on the circumstances, be considered serious misconduct.

8. Rates of Pay

- 8.1. An employee must be paid not less than the Base Rate of Pay applicable for their relevant work classification for each hour worked.
- 8.2. The Base Rate of Pay will be increased as set out below

Date of indicative increase	%
Year 1	3.0
1st Year Anniversary	Nil
2nd Year Anniversary	3.0

- 8.3. An employee will be paid on the basis of hours actually worked except where an employee is entitled to paid leave under this Agreement.
- 8.4. In the case of employees whose agreed Base Rate of Pay is higher than the rate specified in this Agreement for their classification, the increases set out in clause 8.2 will apply to their agreed Base Rate of Pay.

9. Recognition of service

- 9.1. Length of continuous service for all employees shall be calculated in accordance with clause 42 (Continuous Service).
- 9.2. For the purposes of classification of employees, the following shall apply:
- 9.2.1 The Company will recognise an employee's previous service in a role with the Company if they are re-employed into that position within two (2) years of the termination of their employment. In these circumstances, the employee may only be recognised up to the one-year service rate.
- 9.2.2 The Company will recognise inter-department transfers up to the one-year service rate. Inter-department transfers are when an employee transfers from another position, from another department, within the Company to their current position, without breaking their continuous service with the Company.
- 9.2.3 In instances where the Company has initiated a secondment for developmental purposes, the employee would maintain their length of service in their role, including time spent in the developmental opportunity upon their return to their role.

10. Performance Review

- 10.1. The Company is committed to a performance culture and each employee's performance will be assessed and scored annually in accordance with the Company's Performance Management Policy (as amended from time to time). The percentage weighting of each assessed performance element within the KPO document will emphasise that the appropriate weight is given to those elements of the work which are in the direct influence of the employee.
- 10.2. Weightings for each assessed performance element will be agreed through consultation with affected employees in each area in accordance with clause 10.3.

- 10.3. Percentage weightings of each assessed performance element will be reviewed by a working party made up of equal numbers of employees and managers at least every three (3) years, prior to the expiry of this Agreement.
- 10.4. Each year an audit will be conducted by the relevant departmental Executive General Manager/General Manager and the Human Resources Department on the performance scores of Area Managers.
- 10.5. Any individual who does not agree with their score can lodge a written request with supporting information for an independent audit of their performance review, which will be conducted by the Human Resources Department.

11. Higher Duties

- 11.1. This sub-clause sets out the applicable allowances to be paid to employees who perform higher duties in the positions specified. They will be adjusted in accordance with clause 8. The allowances are the only additional payments applicable to employees for higher duties purposes.

- 11.2. **Higher Duties - Table Games**

Table Games Area Managers who are required to perform work acting as an Assistant Casino Manager (or as otherwise titled) on a temporary basis for a full shift or for part of a shift will be entitled to an additional payment as provided in Attachment A of this Agreement.

12. Training

- 12.1. All required Company training, with the exception of pre-employment training, will be conducted at the Company's expense during or after normal rostered hours. The Company will make every reasonable effort to ensure that training courses are conducted during an employees rostered working hours.
- 12.2. If it is not possible for a training course to be conducted during employees rostered working hours, the Company will provide employees with time in lieu equal to the number of hours of training undertaken outside rostered hours. Should an employee voluntarily elect to undertake training outside of their rostered working hours, time in lieu will not be provided.
- 12.3. In circumstances where employees will be acquiring new skills at their own request and the training is not directly related to their current duties, the training may be outside their normal rostered hours and without pay.
- 12.4. The Company may offer employees individual access to support under the Company's *Managing Talent* policy.

13. Payment of Wages

- 13.1. All employees will be paid fortnightly. Employees will be paid by the clock; this means that employees will be paid for each ordinary hour worked each fortnight. Payments will be 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.
- 13.2. 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.
- 13.3. 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 16.1 (Annual Leave), 25.3 (Time Off in Lieu), 34.1 and 34.3 (Termination of Employment).

14. Hours of Work

14.1. Full-Time Employees

- 14.1.1 Subject to sub-clause 15.2.1 (Variation to rostered shifts), the normal hours of work for a full-time employee will be an average of 40 hours per week which will be worked over (or 152 hours after the 1st Year Anniversary date) a four-week roster period. Such hours will be worked in accordance with a roster as provided for in sub-clause 15.2 (Rostering arrangements) of this Agreement.

14.2. Part-Time Employees

- 14.2.1 Subject to sub-clause 15.2.1 (Variation to rostered shifts), 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. Such ordinary hours will be worked in accordance with a roster as provided for in sub-clause 15.2 (Rostering arrangements) of this Agreement and within one of the following specified ranges of hours:

Four Week Roster Period
Part-Time band 1A: 32-64 hours
Part-Time band 1B: 48-96 hours
Part-Time band 2: 72-128 hours
Part-Time band 3: 96-144 hours
Part-Time band 4: 120-144 hours

- 14.2.2 Notwithstanding the ranges of hours provided for by sub-clause 14.2.1 and subject to sub-clause 15.4.1 (Variation to rostered shifts), an employee may by agreement with the Company work up to a maximum of 160 (or 152 after the 1st Year Anniversary Date) ordinary hours in any four (4) week roster period.
- 14.2.3 Upon employment, the Company will determine the applicable range of hours for each part-time employee.
- 14.2.4 The range of hours for part-time employees may be altered at any time by agreement between the Company and the employee.
- 14.2.5 The Company and an employee subject to visa restrictions on working hours (e.g., student visa) can agree to average weekly working hours of not less than 24 hours, subject to business and legal requirements and fairness to other employees.
- 14.2.6 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.

14.3. Casual Employees

- 14.3.1 Casual employees will not normally be required to work any more than 152 ordinary hours in a four-week roster period.
- 14.3.2 The Company will provide casual employees a minimum of three (3) hours work on each engagement.

15. Rosters

15.1. Rostering Principles

- 15.1.1 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.
- 15.1.2 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 fixed and variable shifts and shift swap arrangements for employees.
- 15.1.3 Rosters will, where possible and subject to business needs, take into account an employee's individual family and personal health issues.

15.2. Rostering Arrangements

15.2.1 General Provisions

- (a) Rosters will provide start and finish times 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.

- (c) The Company may implement any change by giving employees at least 7 days' notice of the change to their rostered shifts.
- (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 are set using pre-established templates and may provide for shifts (inclusive of breaks), as follows:

Table Games Area Managers

6, 8 or 10 hour shifts for all employees. However, by Agreement between the Company and the affected employees 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, requiring an employee to work a reasonable amount of overtime.

- (f) 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.
- (g) Rosters will provide for a minimum of eight (8) rostered days off every four-week roster period. In each year employees can on 12 occasions request a particular day be designated as a rostered day off (this request will be granted subject to business demands and notified black-out periods) and can otherwise request rostered days off subject to business demands.

15.3.1 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.
- (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.
- (c) Fixed shifts may be subject to change with adequate notice to affected employees.

15.4.1 Variation to Rostered Shifts

- (a) 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.

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).

- (b) Shift give away and pick-ups: Notwithstanding the above, rostering arrangements may be changed at any time by agreement between the Company and any two or more employees where the employees enter into a "shift give away" or "shift pick up" arrangement. In these circumstances, the employee who picks up a shift will be paid (in the case of a part-time employee) or receive time in lieu (for full-time employees) for the hours actually worked at their Base Rate of Pay and no overtime or other penalties will be payable by the Company to the employee/s. The application of these "shift give- away" and "shift pick-up" arrangements will be in accordance with the following principles:

- i. full-time Table Games Area Managers may pick up to 24 hours of work (net) per roster cycle.
- ii. part-time Table Games Area Managers may pick-up up to 24 hours of work (net), consistent with their normal rostered hours.
- iii. full-time and part-time Table Games Area Managers 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 12.5 consecutive hours; or
 - B. Working more than 8 consecutive days; or
 - C. Having less than 8 hours break between the completion of a rostered shift and the commencement of their next rostered shift.
- v. full-time employees will receive time in lieu and part-time employees who elect to pick-up shifts will be paid at Base Rate of Pay for the shifts, 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.

- vii. in pandemic-like circumstances that are outside of the Company's control (e.g. a Government shutdown), the Company can change employee rosters by giving employees 72 hours' notice.

15.5.1 Daylight Saving

- (a) At any time when clocks are required to be adjusted due to the operation of daylight saving, payment shall be in accordance with the employee's for hours actually worked rather than in accordance with the employee's recorded start and finish time.

16. Annual Leave

- 16.1. In satisfaction of annual leave entitlements arising under section 87 of the Act, full-time employees are entitled to 5 weeks annual leave for each 12 months of continuous service with the Company, to be paid at their Base Rate of pay.
- 16.2. The Company will pay an annual leave loading of 17.5% on the amount payable to the employee under this Agreement for the period of annual leave, including a period of annual leave of untaken annual leave when the employment ends.
- 16.3. Part-time employees are entitled to annual leave on a pro-rata basis in accordance with the Act.
- 16.4. Subject to clause 16.9, 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 16.4 and in accordance with their election:
 - i. cash-out 38 hours annual leave per annum by taking a 17.5% loading on the remaining annual leave accrued during that year; or
 - ii. accrue an additional 40 hours (or 38 hours after the 1st Year Anniversary date) of leave for each 12 months of continuous service with the Company, paid by deducting 16.67% from their Base Rate of pay for each of the annual leave hours, whichever is applicable according to when taking or being paid for that annual leave at any time; or
 - iii. purchase an additional hours (or 38 hours after the 1st Year Anniversary date) of annual leave to be used and paid for within the following financial year. The payments for the purchase of this leave will be deducted from the employee's wages, based on the calculation of the value of the 40 hours (or 38 hours after the 1st year anniversary date) of leave spread over the relevant 12-month financial year period. Any remaining unused but purchased leave will be repaid to the employee at the conclusion of that financial year; or
 - iv. accrue an additional 80 hours (or 76 hours after the 1st year anniversary date) of leave for each 12 months of continuous service with the Company, paid by deducting 28.571% from their Base Rate of Pay for each of the annual leave hours when taking or being paid for that annual leave at any time. This sub-clause is only applicable to employees

with greater than two years continuous service at the time their election is made; or

- v. purchase up to an additional 160 hours (or 152 hours after the 1st year anniversary date) of annual leave to be used and paid for within the following financial year. The payments for the purchase of this leave will be deducted from the employee's wages, based on the calculation of the value of the 160 hours (or 152 hours after the 1st year anniversary date) of leave spread over the relevant 12-month financial year period. Any remaining unused but purchased leave will be repaid to the employee at the conclusion of that financial year.
- vi. in addition to all the options available in this clause 16, employees may elect by reasonable notice to their manager (and complying always with clause 21.5) to take up to an additional 80 hours (or 76 hours after the 1st year anniversary date) unpaid leave (leave without pay) per annum, which is not cumulative and is subject always to clause 21.7, subject to the Company's operational requirements. Any such leave must be taken in one-week blocks at any one time.
- vii. **NB:** Employees will receive confirmation of their election. part-time employees are entitled to these benefits on a pro-rata basis.

- 16.5. Annual leave will accrue on actual hours worked or paid for full-time and part-time employees in accordance with the Act.
- 16.6. 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.
- 16.7. 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.
- 16.8. Consistent with the objective of sub-clause 16.1, 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, the Company will first attempt to reach Agreement with the employee on the limiting 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.
- 16.9. 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. Employees are required to submit a request for cash out of annual leave on each separate occasion that cash out occurs which must be agreed in writing and signed by the employee and the Company. Each agreement to cash out annual leave must state the amount of leave to be cashed out, the amount of the payment and the date payment will be made. Employees must be

paid at least the full amount that would have been payable to the employee had the employee taken the leave that is foregone.

- 16.10. On termination of employment, accrued but untaken annual leave entitlements will be paid out to employees together with any applicable leave loading.
- 16.11. If any of the public holidays provided for in sub-clause 24.2 (Public Holidays) fall within an employee's period of annual leave, the following shall occur:
- (a) for a full-time employee, public holidays will not be deducted from an employee's annual leave balance;
 - (b) 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.
- 16.12. Any period of personal/carer's or compassionate leave that falls during a period of annual leave and is taken in accordance with clause 17 (Personal/Carer's 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.
- 16.13. The accrual of annual leave is in accordance with clause 42 (Continuous Service).
- 16.14. All annual leave requests will be considered on merit and will be approved subject to the operational requirements of the Company. Annual leave shall otherwise be granted, taken and administered in accordance with Company policies and procedures.

17. Personal/Carer's Leave

17.1 General Provisions

- 17.1.1 Full-time employees are, subject to the operation of this provision, entitled to 12 days (up to 96 hours) paid personal/carer's leave during a 12-month period of continuous service with the Company.
- 17.1.2 Part-time employees accrue personal/carer's leave on a pro rata basis, based on the full-time entitlement at clause 16.
- 17.1.3 Employees will accrue 12 days' personal/carer's leave (up to 96 hours) based on their average ordinary hours during a 12-month period of continuous service with the Company.
- 17.1.4 The accrual of personal leave is in accordance with clause 42 (Continuous Service) and the Act.

17.2. Personal/Carer's Leave

- 17.2.1 For full-time and part-time employees, personal/carer's leave will accrue progressively, effective from commencement of employment. Personal/carer's leave is cumulative.
- 17.2.2 Employees are entitled to paid personal/carer's 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 or its nominee 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 will have access to up to five (5) single days of paid personal/carer's leave in any 12-month period from the relevant anniversary date of commencement without the need to supply a medical certificate or statutory declaration, but can be required to substantiate the leave is properly taken if there is evidence to suggest the contrary.
- (c) Subject to clause 17.2(b) employees must provide the Company with proof of entitlement to paid personal/carer's leave (a medical certificate or statutory declaration) in relation to any absence in the following circumstances:
 - i. where the absence exceeds one day.
 - ii. where single day absences (for which a medical certificate or statutory declaration) has not been provided exceed 5 days in any 12-month period from the relevant anniversary date of the employee's commencement of employment with the Company.
- (d) Subject to clause 17.2.2 in the event a single day non-certified day is required to be extended, evidence must be provided dated from the second day of the absence.
- (e) Employees may provide a statutory declaration for no more than two (2) single days each year for personal/carer's leave taken pursuant to paragraphs 17.2(c)(ii) and (iv) above.
- (f) 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.
- (g) 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.
- (h) 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.

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

17.2.3 If an employee's absence from work exceeds three consecutive rostered shifts, the employee must give the Company or its nominee 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.

17.2.4 Where an employee has, 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:

- (a) up to 80 hours personal leave in advance of its accrual (or 76 hours after the 1st year anniversary date).
- (b) up to 190 hours annual leave in advance of its accrual (or 180 hours after the 1st year anniversary date), and
- (c) 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 clause 20 (Long Service Leave).

17.2.5 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 require any shortfall in annual leave to be repaid to the Company. The Company will exercise its discretion in cases of hardship.

17.3 Compassionate Leave

17.3.1 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:

17.3.2 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

17.3.3 has a stillborn child or a miscarriage; or dies.

17.3.4 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 17.2(a) and sub-clause 16) to be eligible for paid leave.

17.3.5 Casual employees are entitled to access two days of compassionate leave per occasion as provided in clauses 17.2 and 17.3 above, however the period of leave is unpaid.

17.4 Carer's Leave

17.4.1 Employees are entitled to access all or part of their personal/carer's 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 member of the employee's family or household.

17.4.2 An employee is required to give advance notice of any such leave wherever possible;

however, wherever practicable as a minimum the employee will notify the Company or its nominee at least two hours before the commencement of their shift. The employee must also inform the Company or its nominee of the circumstances necessitating the leave and the estimated duration of the absence. Further, the provisions of sub-clause 0 continue to apply, except that the medical certificate should also identify the relationship between the employee and the person requiring care and support.

17.4.3 An employee may, at their discretion, access their annual leave accrual for use in carer's leave circumstances, subject to the above 17.2.3, 17.4.1 and 17.1.1.

17.4.4 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.

17.5 Unpaid Carer's Leave

17.5.1 An employee (including a casual employee) is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

17.5.2 An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support to a member of the employee's family or household.

17.5.3 An employee may take unpaid carer's leave for a particular permissible occasion as:
a single continuous period of up to 2 days; or
any separate periods to which the employee and his or her employer agree.

17.5.4 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

17.5.5 Further, the provisions of sub-clause 17.2.2 continue to apply, except that the medical certificate should also identify the relationship between the employee and the person requiring care and support.

18. Parental Leave

18.1. The entitlements of employees to parental leave are governed by the Act and will be administered in accordance with the Company's policy for parental leave as amended from time to time. A summary of current parental leave entitlements will be made available to employees by the Company on request.

18.2. Subject to law, 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 19 (Flexible Working Arrangements) to further assist these employees with their transition back to work and their status as a career. 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.

- 18.3. During the life of this Agreement the Company will implement any parental leave scheme with which it is required by law to comply.

19. Flexible Working Arrangements

- 19.1. The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement 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) superannuation; or
 - (iii) allowances;
- (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 19.1(a); and
- (c) the arrangement is genuinely agreed to by the Company and employee.

- 19.2. The Company must ensure that the terms of the individual flexibility arrangement:

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

- 19.3. 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.
- 19.4. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 19.5. 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 any time.

20. Long Service Leave

- 20.1. Employees are entitled to long service leave in accordance with this clause and the *Long Service Leave Act 1955* (NSW) (as amended from time to time).

21. Leave without Pay

- 21.1. Leave without pay may be granted to employees at the Company's discretion.
- 21.2. Leave without pay may be granted to cover circumstances including but not limited to:
- i. a personal or family necessity or emergency.
 - ii. full-time study
 - iii. extended interstate or overseas holiday.
- 21.3. Employees will not ordinarily be granted leave without pay in order to work elsewhere.
- 21.4. 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.
- 21.5. Applications for leave without pay must be in writing.
- 21.6. Employees must have exhausted all their annual and long service leave entitlements (where eligible) before leave without pay will be granted.
- 21.7. Except where otherwise required by law any time spent on leave without pay will not count towards an employee's continuous service but will not break the continuity of the employee's service.

22. Federal / State Emergency Leave

- 22.1. This clause will only apply when the Australian Federal Government or the State of NSW Government (Government) declares a national or statewide emergency that requires an industry or local regional area or any other business to cease or limit its operations or the

declaration prevents or substantially restricts workforce travel.

- 22.2. An employee, including an Eligible casual employee, is entitled to 5-paid days leave on each occasion the business ceases to operate or the Employee is unable to attend work because of the declaration, up to a maximum of three occasions in each 6-month period running from January to June and July to December (inclusive).
- 22.3. In circumstances where the Company directs an employee to not attend work because of a Government declaration of a state of emergency or a health order or in kind, the amount of paid federal/state emergency leave to which the employee is entitled on each occasion will be the lesser of:
- (a) 5-days; or
 - (b) the time that the employee is unable to work in accordance with clause 22.1.
- 22.4. Payment for Federal / State emergency leave will be at the employee's Base Rate of Pay in accordance with their relevant classification.
- 22.5. In accordance with this clause, a regular casual employee, will be paid in accordance with their average weekly hours worked based on the previous 6-months worked.
- 22.6. An employee is not entitled to any payment under this clause if, at the time of taking the leave in accordance with clause 22.1, they are on any form of unpaid leave or unpaid absence.
- 22.7. For the purposes of this clause 22, "eligible casual employees" are those who:
- (a) have worked for the Company for at least 12 months; and
 - (b) have worked on a regular and systematic basis during the 6 months prior to accessing the period of leave; and
 - (c) are not receiving any government assistance.
- 22.8. Eligible casual employees will not be entitled to pandemic leave if they had notified the Company that they would not be available to work during the relevant period.

23. Overtime

- 23.1. A full-time employee may be required by the Company to work a reasonable amount of overtime at overtime rates.
- 23.2. A part-time employee shall work additional hours in accordance with the Company's operational requirements subject to the provisions of sub-clauses 23.4.6 to 23.4.10. No part-time employee will be obliged to work greater than their rostered hours or prescribed work band unless by specific agreement between the employee and the Company.
- 23.3. 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.

- 23.4. Subject to sub-clause 23.6, employees are entitled to paid overtime at the rate of time and one half calculated at their Base 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:

Full-Time Employees

- 23.4.1 for actual hours worked in excess of 160 (or 152 hours after the 1st year anniversary date) in any 4-week roster period except under the shift pick-up, swap and give-away provisions; or
- 23.4.2 for actual hours worked in excess of their rostered number of hours for a particular shift; or
- 23.4.3 for actual hours worked on a rostered day off; or
- 23.4.4 where the employee has not had a 10-hour break between rostered shift or an 8-hour break as provided by sub-clause 7.3 and 15.2 (rostering arrangements); or
- 23.4.5 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.

Part-Time Employees

- 23.4.6 for actual hours worked in excess of 160 hours (or 152 hours after the 1st year anniversary date) in a 4-week cycle, except under the shift pick-up, swap and give-away provisions; or
- 23.4.7 for actual hours worked which exceed 12 hours on any one particular shift; or
- 23.4.8 where the employee has not had a 10-hour break between rostered shifts or an 8-hour break as provided by sub-clause 15.2 (rostering arrangements); or
- 23.4.9 where the Employee works more than 8 consecutive days; or
- 23.4.10 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.
- 23.4.11 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.

Casual Employees

- 23.4.12 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
- 23.4.13 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.
- 23.5. As an alternative to receiving any payment for additional hours worked and subject to sub-clause 25 (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 Base Rate of Pay equivalent to the hours actually worked as overtime. Such time off must be agreed between the Company and the employee in writing, with consideration given to the operational requirements of the Company and Company policies and procedures (as amended from time to time).

- 23.6. The provisions of sub-clause 23.4 do not apply where the entitlement to overtime occurs as a result of the circumstances provided for in sub-clauses 15.4.1(a) (Shift Swaps) or 15.2(b) (Shift Give Away and Pick-Ups).
- 23.7. 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.
- 23.8. For the purposes of calculating an employee's entitlement to overtime payments under the above sub-clauses 23.4.1 to 23.4.5 or 23.4.6 to 23.4.10 of this Agreement, paid leave taken in accordance with clauses 16 (Annual Leave), 17 (Personal/Carer's Leave) and 20 (Long Service Leave) will be regarded as time worked.

24. Public Holidays

- 24.1. If an employee is rostered to work on a public holiday or part thereof, they will receive payment at double time for all hours worked, except for time actually worked on Christmas Days, which will be paid at 225% of the Base Rate of Pay.
- 24.2. For the purposes of sub-clause 24.1:
 - 24.2.1 the relevant public holidays are 1 January (New Year's Day), 26 January (Australia Day), Good Friday, Easter Saturday, Easter Monday, 25 April (Anzac Day), King's Birthday, Labour Day, 25 December (Christmas Day), 26 December (Boxing Day), and any additional day/s proclaimed as a public holiday in the metropolitan area such as Easter Sunday while so proclaimed;
 - 24.2.2 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 0 the proclaimed days will be public holidays for the purposes of this Agreement, in lieu of those holidays referred to in sub-clause 24.2.1.
 - 24.2.3 despite sub-clause 24.2.1, full-Time employees who work permanent Monday to Friday shifts are entitled to observe all the public holidays listed in sub-clause 0 on the days proclaimed, i.e., including on days proclaimed in lieu of New Year's Day, Christmas Day and Boxing Day;
 - 24.2.4 the public holiday is deemed to commence at 12 midnight and continue for a period of 24 hours.

- 24.2.5 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.
- 24.3. Should a public holiday fall on a day of the week for which the employee is regularly rostered to work and that employee is not required to attend work the employee will be paid 8 hours (or 7.6 hours after the 1st Year Anniversary date) pay at Base Rate of Pay. 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. However, this clause does not include RDOs that fall on a public holiday.
- 24.4. Full-time employees who work on a public holiday will be paid double time for the hours worked as provided in sub clause 24.1, unless they elect to work public holidays at their Base Rate of Pay (or 125% of the Base Rate of Pay in case of Christmas Day) and take the time off equivalent as provided in sub clause 24.5, and they will have their hours topped up to 8 ordinary hours (or 7.6 hours after the 1st Year anniversary date) (or 7.6 after the Transition Date) paid at the Base Rate of Pay (or 125% of the Base Rate of Pay on Christmas Day) if they work less than 8 hours (or 7.6 hours after the 1st Year Anniversary date) on the public holiday. This means for example that:
- (i) if an employee works 4 hours in total on the public holiday, then they will be paid 4 hours at double time and 4 hours (or 3.6 hours after the 1st year anniversary date) at the Base Rate of Pay (or 125% of the Base Rate of Pay in case of Christmas Day) (total 8 hours, or 7.6 hours after the 1st year anniversary date)
 - (ii) if an employee's hours worked are spread over two shifts on the public holiday, then all hours worked are counted in determining whether any top up is required.
- 24.5. Employees who elect to work public holidays at their Base Rate of Pay and take the time off equivalent as provided in sub clause 24.4 will have their hours for time in lieu purposes topped up to 8 hours (or 7.6 hours after the 1st Year Anniversary date) (or 7.6 hours after the Transition Date) in total.
- 24.6. Full-time and part-time employees may, subject to clause 25 (Time Off in Lieu), elect to work on public holidays at their Base Rate of Pay (or in the case of Christmas day at the rate of 125% of their Base Rate of Pay) 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. Where an application for time in lieu under this clause is not made payment for work on a public holiday will be in accordance with clause 24.1.
- 24.7. If a part-time employee is not rostered to work on a public holiday, they will be entitled to be paid at their Base Rate of Pay for 7.6 hours provided the employee would have

ordinarily and regularly worked on that particular day of the week i.e. worked that specific day or the greater portion of that day for at least 60% of the last 12-month period.

25. Time Off in Lieu

- 25.1. In cases where employees may be called in to work outside of their normal working hours including Company emergencies, they will accrue time in lieu for those hours.
- 25.2. Subject to clause 24.3, a full-time employee whose RDO falls on a public holiday will be entitled to accrue time in lieu to a maximum of eight (8) hours.
- 25.3. On termination of employment, an employee's current balance of accrued but untaken time-in-lieu will be paid out to the employee.

26. Meal Breaks and Rest Breaks

- 26.1. Employees will be rostered shifts in accordance with clause 15 (Rosters). Each rostered shift for Table Games Area Managers will include a paid meal break and paid rest break; the Company commits to employees having their meal and rest breaks and will actively encourage employees to take those breaks.

27. Superannuation

- 27.1. Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth) (the **SGA Act**), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.
- 27.2. The rights and obligations in these Clauses mirror or supplement those in superannuation legislation.

Choice of Superannuation Fund

- 27.3. Employees have the right to choose which superannuation fund they want contributions made to. The employer must provide a standard choice form to an employee within 28 days of any of the following occurring:
 - (a) the employee commencing employment.
 - (b) the employer receiving a written request from an employee.
 - (c) the employer becoming aware of a chosen fund ceasing to be available for contributions; or
 - (d) the employer changing default fund arrangements.
- 27.4. The employer is not obligated to provide existing employees with a standard choice form unless requested.
- 27.5. For employees who do not elect a superannuation fund:

- (a) The employer must make a request of the Commissioner for Taxation to identify any stapled fund that exists for that employee consistent with section 32C of the SGA Act.
 - (b) If no stapled fund exists, the default fund per clause 27.6(c) will apply.
- 27.6. The employer must provide superannuation benefits to employees meeting the requirements of SGA Act (as amended). These benefits will be paid to the following fund:
- (a) Where an employee elects a superannuation fund, that fund; or
 - (b) Where the Commissioner for Taxation has identified a stapled fund per clause 27.5(a), that fund; or
 - (c) HOST-PLUS Executive Superannuation Fund or Super Directions.
- 27.7. No more frequently than once every twelve months, employees may elect to transfer between the superannuation funds listed in sub-clause 27.6(c) upon the giving of the appropriate written notice. Employees are encouraged to obtain independent financial advice before electing to transfer between funds.

28. Change Consultation

28.1. Major Change

If the Company has made a definite decision to: introduce a major change to work programs, organisation, structure, or technology in relation to its business and the change is likely to have a significant effect on employees of the Company or proposes to introduce a change to the regular roster or ordinary hours of work of employees:

- 28.1.1 the Company must notify the relevant employees of the decision to introduce the major change.
- 28.1.2 the relevant employees may appoint a representative for the purposes of the procedures in this sub-clause 28.1. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Company of the identity of the representative.
- the Company must recognise the representative.
- 28.1.3 As soon as practicable after making its decision, the Company must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees.
- and

(b) for the purposes of the discussion - provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

28.1.4 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

28.1.6 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in sub-clauses 28.1.1, 28.1.2 and 28.1.3 are taken not to apply.

28.1.7 in this sub-clause 28.1, a major change is ***likely to have a significant effect on employees*** if it results in:

(a) the termination of the employment of employees; or

- i. major change to the composition, operation or size of the
- ii. Company's workforce or to the skills required of Employees; or
- iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- iv. the alteration of hours of work: or
- v. the need to retrain Employees; or
- vi. the need to relocate Employees to another workplace; or
- vii. the restructuring of jobs.

28.2. Change to regular roster or ordinary hours of work

28.2.1 For a proposal to introduce a change to the regular roster or ordinary hours of work of employees:

- i. the employer must notify the relevant Employees of the proposed change; and
- ii. Sub-clauses 0 to 0 apply.

28.2.2 In addition, as soon as practicable after proposing to introduce the change, the employer must:

- i. 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; and
- ii. the employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

28.2.3 In this sub-clause 28.1, relevant employees mean the employees who may be affected by the major change.

28.3. Consultation Committee

28.3.1 The Company has an existing Employee consultative committee which meets quarterly to consult about the following matters:

- i. operational issues of a collective nature
- ii. health and Safety issues under the Agreement of a collective nature;
- iii. matters arising from the Agreement when of a collective nature; and
- iv. communication and consultation about major change as set out in sub-clause 28.1 of the Agreement.

28.3.2 For the purposes of this clause, matters of a collective nature will be those affecting a group of employees covered by this Agreement.

28.3.3 Employees covered by this Agreement, made up of:

- i. 2- Table Games Area Managers;

elected by a majority of those employees from the respective business units who cast a vote will be entitled to join the employee consultative committee.

29. Union Delegate Rights

29.1 These are set out in Attachment B of this Agreement.

30. Equal Employment Opportunity

30.1. The Company is committed to ensuring that the principles of equal opportunity and fair treatment are adopted and applied in the workplace.

30.2. 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.

31. Occupational Health and Safety

31.1. In accordance with its obligations under the *Work Health and Safety Act 2011* (NSW) (as amended) 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.

31.2. 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.

- 31.3. The Company will provide employees with such protective clothing or equipment which may be required for the performance of their duties.
- 31.4. 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.

32. Issue Resolution Procedure

- 32.1. It is recognised and agreed that any issue of concern relating to the application of this Agreement, or any issue in relation to the application of the NES 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 UWU that any such issues should, to the maximum extent possible, be addressed and resolved at the workplace level.
- 32.2. The Company, employees and UWU will follow the procedure set out in this clause for addressing issues of concern regarding the application of this Agreement in the workplace, or any issue in relation to the application of the NES. At all times, subject to the direction of the Company, the employee will continue to work without disruption.
- 32.3. Employees have the right to choose to have a representative assist them at any stage of this process (including UWU). Where employees choose to have UWU represent them, the Company recognises the role of UWU and its delegates in issue resolution processes.
- 32.4. **Procedures for the resolution of workplace issues**
 - (a) Consistent with this commitment, any workplace issue should initially be raised by an employee (or their representative) with the employee's immediate supervisor or manager who will respond to and address the matter as quickly as reasonably possible.
 - (b) If the issue remains unresolved, the employee may raise the matter with the next level of management.
 - (c) If the issue remains unresolved by this stage, the employee may seek further discussion with this level of management and the appropriate Human Resources Manager.
 - (d) If the issue still remains unresolved, it may be referred to a more senior level of management.
 - (e) Any workplace issue of a general nature affecting employees in more than one department or business unit may be raised by the employee/s with their People and Culture Manager/s or at the most appropriate management level depending on the issue.

32.5. Referral of dispute about the workplace issues to the Fair Work Commission or other agreed mediator, conciliator or arbitrator

- 32.5.1 An unresolved workplace issue or issue in relation to the application of the NES may initially be referred to the FWC or other agreed mediator, conciliator or arbitrator for conciliation.
- 32.5.2 Subject to law, employee/s will refrain from organising and/or engaging in any industrial action in respect of an unresolved workplace issue and adhere to clause 6 (Objectives of the Agreement) in both spirit and in practice while it is under referral pursuant to sub-clause 0 above.
- 32.5.3 Employee/s will comply with sub-clause 32.2 and at all times, subject to the direction of the Company, the employee will continue to work without disruption while an unresolved workplace issue is under referral pursuant to sub-clause 0 above.
- 32.5.4 FWC or other agreed mediator, conciliator or arbitrator may proceed to determine the issue if conciliation is unsuccessful.
- 32.5.5 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.

33. Allowances

33.1. Licensing Allowance

- 33.1.1 It is the employee's responsibility to pay the licence fee required by the Gaming Authority in circumstances where the employee does not hold a current casino licence which enables the employee to perform the required work in New South Wales.
- 33.1.2 The Company will reimburse the initial licence fee paid by the employee following 12 months of continuous service in a licensed position and upon presentation of a receipt.
- 33.1.3 The Company will pay the required fee for any licence renewal set by the Gaming Authority.
- 33.1.4 Where an employee is required to hold a security license the Company will pay the required fee for any license renewal as set by the relevant regulator.

33.2. Weekend Allowances

- 33.2.1 The Company will pay to employees the allowances set out in Attachment A of this Agreement in respect of work performed between the hours of 7.00 pm Friday and 7.00 am Monday.
- 33.2.2 For the avoidance of doubt, a weekend allowance will only be payable for time actually worked by the employee during the relevant period, including as overtime and time worked on public holidays which fall on weekends.
- 33.2.3 Weekend allowances do not form part of an employee's Base Rate of Pay and are not included in the calculation of annual leave loading.

34. Termination of Employment

- 34.1. The employment of an employee may be terminated by either the employee or the Company giving notice (or payment or forfeiture of pay in lieu of such notice or part thereof) in the following ways:
- 34.1.1 Prior to the expiry of the probationary or qualifying period, the employment relationship may be terminated on one week's notice or subject to law by payment or forfeiture, as the case may be, of one week of pay in lieu of such notice.
 - 34.1.2 by giving one month's written notice at any time or by payment or forfeiture, as the case may be, of one month of pay in lieu of such notice.
 - 34.1.3 The period of notice 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. Sub-clause 34.1 does not apply to casual employees.
- 34.2. The Company may dismiss an employee without notice at any time for serious misconduct. In cases where an employee is dismissed without notice, pay will be paid up to the time of dismissal only.
- 34.3. Subject to law, the Company may with the employee's written approval deduct from the termination entitlements payable to an employee any of the following:
- (a) the value of any uniforms, equipment or other property which is not returned to the Company immediately upon termination.
 - (b) the monetary equivalent (calculated on the employee's Base Rate of Pay) of any period of notice or part of that period that the employee is required to give to under sub-clause 34.1 but which the employee failed to work.
- 34.4. 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 34.

35. Redundancy

- 35.1. The Company will pay Severance Pay where an employee's employment is terminated by the Company in circumstances where the Company decides that the employee's position has been made Redundant due to no longer being required due to changes in operational requirements.
- 35.2. The provisions of this clause do not apply:
- (a) where an employee's employment is terminated for a reason other than Redundancy;
 - (b) to Temporary or fixed-term employees;
 - (c) to casual employees; or

- (d) the Company offers an employee other suitable employment either within the Company or with another employee such that the terms and conditions of employment are on balance substantially similar and no less favorable than the present terms and conditions of employment; or
- (e) where the FWC determines to reduce the employees redundancy pay in accordance with section 120 of the Act.

35.3. An employee whose employment is terminated by reason of Redundancy is entitled to the following amount of Severance Pay in respect of their continuous period of service as set out in the NES:

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	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	17 weeks
At least 9 years but less than 10 years	20 weeks
At least 10 years but less than 11 years	23 weeks
Thereafter	3 additional weeks' pay for each completed year of service up to a maximum of 52 weeks in total including the payments for up to 20 years' service; for example, 20 years continuous service = 52 weeks' severance payment.

35.4. However, if an employee has an existing entitlement to additional severance pay under the contract of employment, this will be upheld.

- 35.5. 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 34.1 (Termination of Employment). In the case of redundancy, notice periods are to be increased by 2 weeks.
- 35.6. 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.
- 35.7. 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 this clause.
- 35.8. ***Job Search Entitlement***
- 35.8.1 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.
- 35.9. ***Outplacement Support***
- 35.9.1 The Company will afford an employee made redundant under clause 35, 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.

36. Uniforms and Equipment

- 36.1. ***Uniforms***
- 36.1.1 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 at no cost to employees.
- 36.2. ***Equipment***
- 36.1.2 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.
- 36.3. ***Receipt/Deduction - Uniforms and Equipment***
- 36.3.1 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.
- 36.3.2 Immediately on transferring to another position or role as per sub-clause 36.3.1 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, subject to law the Company will with the written approval of the employee be entitled to deduct the original purchase value of such items as stated on the relevant record from the employee's pay or from monies due to the employee on termination.
- 36.3.3 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, subject to law the Company will with the written approval of the employee be entitled to deduct the value of such items from the employee's pay, 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.

37. Accident Make-Up Pay

- 37.1 The Company will provide accident make-up pay to an employee in relation to an injury compensable under the *Workers Compensation Act 1987* (NSW) (as amended) (the **WCA**) 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 WCA. The level of payments under the WCA and this clause are subject to a right of review.

38. Indemnity

- 38.1 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. Jury Service

- 39.1. As soon as practicable 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 that they will be absent from work on jury service.
- 39.2. 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.
- 39.3. An employee (other than a casual) required to attend for jury service will be paid the difference between the allowance paid by the Court and the Base Rate of Pay that would otherwise have been payable if they had worked the period. 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.

40. Policies and Procedures

- 40.1 Any policy or procedure referred to in this Agreement is not incorporated into this document and does not form part of this Agreement. 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 Agreement.

41. Provision of the Agreement to Employees

- 41.1 A copy of this Agreement will be provided to each employee when they commence employment with the Company. A copy will also be made available on the Crown intranet.

42. Continuous Service

- 42.1. For the purposes of accruing leave or otherwise for the recognition of service under this Agreement, other than for Long Service Leave:
- 42.1.1 any paid absence from work by an employee which is authorised by the Company under clauses 16.1 (Annual Leave), 17.2 (Personal/Carer's Leave) and 20 (Long Service Leave) of this Agreement will be treated as time worked and will not break or suspend the employee's continuity of service;
 - 42.1.2 any unpaid absence from work by an employee which is authorised by the Company under this Agreement will not break the employee's continuity of service but will not be treated as time worked.
 - 42.1.3 any other absence from work by an employee that is not authorised by the Company will not be treated as time worked and may, at the Company's discretion, be treated as breaking the employee's continuity of service.
 - 42.1.4 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 continuity of service; and
 - 42.1.5 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.
- 42.2. The following are not counted as continuous service for the purposes of sub-clause 42.1:
- (a) leave without pay;
 - (b) unpaid personal/carers or compassionate leave; and
 - (c) any period or periods of casual employment.
- 42.3. Long Service Leave will accrue in accordance with the *Long Service Leave Act 1955* (NSW).

43. Transition to Retirement

- 43.1. An employee who is contemplating retirement may, with the agreement of the Company, undertake a transition to retirement. A Transition To Retirement Plan will allow an

employee to reduce their involvement in the workplace prior to their planned retirement, to achieve a greater work life balance and enable them to plan for a dignified exit from the workforce.

43.2. Transition to retirement may involve:

- (a) reducing, in either one step or multiple steps, the number of working hours per week;
- (b) working a different roster pattern;
- (c) working a reduced number of hours over fewer days in a week; and/or
- (d) accessing paid leave entitlements on a regular and systematic basis to reduce the number of hours at work while maintaining the same pay.

43.3. To be eligible to request a transition to retirement, an employee must have completed a minimum of five (5) years continuous service with the Company.

43.4. Transition to retirement requests exceeding a two (2) year timeframe will be considered with approval from an appropriate senior representative of the Company.

43.5. A request from an employee for transition to retirement must:

- (a) be in writing; and
- (b) set out details of the proposal, including the proposed duration of the arrangement.

43.6. The Company must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request. If the Company refuses the request, the written response must include details of the reasons for the refusal. The Company will only refuse a request on reasonable business grounds.

43.7. The parties to a transition to retirement arrangement agree in good faith that the intention of an arrangement is that it be a permanent arrangement until the employee fully retires.

44. Salary Packaging Options

44.1. The Company will offer full-time and part-time employees a salary package, in accordance with the Company's policies and guidelines as amended from time to time.

44.2. A salary package involves employees agreeing to sacrifice a portion of their salary for superannuation or laptop computers, consistent with the Company's guidelines.

44.3. Employees wishing to accept a salary packaging offer must pay for fringe benefits tax and the administrative costs associated with the salary package.

44.4. Employees are advised to obtain independent financial advice prior to entering into any salary package arrangement.

45. Definitions

"Award" means the Hospitality Industry (General) Award 2020.

"Base Rate of Pay" means the hourly rate of pay payable to an employee for their ordinary hours of work but does not include incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates or any other separately identifiable amounts.

"Company" means Crown Sydney Gaming Pty Ltd.

"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 stepchild or an ex-nuptial child, or child the employee is a legal guardian for), parent, grandparent, grandchild or sibling of the employee; and
- (c) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee's spouse (within the meaning of (a) above).

Gaming Authority means the Independent Liquor and Gaming Authority constituted under the *Gaming and Liquor Administration Act 2007* (NSW) as amended.

"Medical certificate" has the meaning set out at clause 17.2(i).

Redundancy occurs where the Company decides that the job that an employee has been performing is no longer required to be done by anyone because of changes in the Company's operational requirements, except where this is due to the ordinary and customary turnover of labour (the definition of 'Redundancy' is intended to be consistent with section 119(1)(a) of the Act).

"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).

"Statutory declaration" means a declaration provided in accordance with the *Statutory Declarations Act 1959* (Cth).

EXECUTED as an agreement:

Crown Sydney Gaming Pty Ltd



.....
Signature (Ciarán Carruthers)

Chief Executive Officer

1 Barangaroo Avenue

Barangaroo New South Wales 2000

26 March 2024

.....
Date

**United Workers' Union as bargaining
representative for employees covered by
this Agreement**



.....
Signature (Dario Mujkic)

DIRECTOR, UNITED WORKERS UNION

833 Bourke Street

Docklands Victoria 3008

22nd March 2023.

.....
Date

Attachment A – Classifications and Rates

The following tables set out the applicable Base Rates of Pay for the classifications listed.

Table Games Area Manager

Service*	Band	Base Rate of Pay effective 1 Oct 2023	Base Rate of Pay effective after 1 October 2024	Base Rate of Pay effective from 1 October 2025
Less than 1 year	1	\$49.85	\$52.47	\$54.05
1 - 2 years	2	\$50.51	\$53.17	\$54.76
2 - 5 years	3	\$51.17	\$53.87	\$55.48
5+ years	4	\$51.85	\$54.58	\$56.21

*Length of Service calculated in accordance with clause 9 of the Agreement.

Allowances

Allowance Description	Allowance amount from operative date	Allowance amount from 12- month anniversary from operative date
1. Higher Duties Allowance (per shift) (Subclause 11.1 and 11.2)		
Table Games Area Manager	\$11.38	\$11.72
2. Weekend Allowance (per hour) – Subclause 33.2		
For work performed between 7am and 7pm Saturday	\$4.00	\$4.00
For work performed between 7am and 7pm Sunday	\$4.00	\$4.00
For work performed between 7pm Friday to 7am Saturday	\$9.00	\$10.00
For work performed between 7pm Saturday to 7am Sunday	\$9.00	\$10.00
For work performed between 7pm Sunday to 7am Monday	\$9.00	\$10.00

Attachment B – Union Delegates and Union Recognition

1. Union rights

- 1.1 The Company will encourage and facilitate Union membership in a manner consistent with employees' right to freedom of association.
- 1.2 The Company will supply all new employees covered by this agreement with an UWU membership form (provided by UWU) at the same time as such employees are provided with other employment forms.

2. Induction

- 2.1 At the commencement of employment, the Company will allow representative/s of the UWU to make a presentation to new employees during their induction training per the following conditions:

- (a) The Company will provide details of those employees who are eligible to be members of UWU, performing work covered by this Agreement and who are attending the orientation/induction to UWU as soon as this information is available, but no later than 24 hours before the induction is due to commence. The details will include the employee's:

- Name;
- Mode of employment;
- Position title;
- Crown ID;
- Part-time hours bracket if applicable; and
- Department.

The Company will inform eligible employees in advance of their information being provided to UWU for induction purposes.

- (b) Such presentations will not exceed 30 minutes and will be conducted at a time and in a place agreed between UWU and the Company. This presentation will be included as part of inductions conducted by the UWU for other employees when they occur. If interruptions occur, the UWU session will be extended or rescheduled to a suitable time.
- (c) The UWU will not be critical of the Company in its presentation to employees.
- (d) The UWU will not raise issues in dispute with the Company during induction sessions.
- (e) The UWU will not coerce employees to join the UWU.

- (f) The Company will deliver an agreed statement of encouragement to employees regarding UWU prior to UWU induction.
- (g) UWU permit holders may be accompanied by delegates nominated by UWU at employee inductions, subject to business needs and the availability of a delegate.
- (h) The contents of the UWU's presentation will be submitted to the Company in advance of UWU's presentations taking place. The Company will not unreasonably object to the contents of the presentation.

2.2 Nine weeks after commencing employment:

- (a) The Company will facilitate employees attending a 30-minute meeting with UWU after 9 weeks of employment with the Company and will roster them to attend this meeting.
- (b) The conditions outlined at clause 2.1(b)-(e) and (g)-(h) will also apply to this meeting.
- (c) The purpose of this meeting is to provide an opportunity for UWU to check in with new starters to see how they are managing in their new role and to assist the Company.
- (d) The UWU will provide the Company with a list of employees who attended each meeting as soon as practicable after the meeting.

3. UWU delegates

Accreditation and recognition

- 3.1 UWU will accredit representatives from amongst UWU membership as delegates.
- 3.2 The Company will recognise the UWU delegates as the on-site representatives of UWU upon receiving written notification by UWU to the Company.
- 3.3 Delegates may be employed in any employment type; e.g., part-time, full-time or casual.

Delegates – on site business

- 3.4 Union delegates will be entitled to participate in consultative mechanisms and collective negotiations (such as any negotiations to replace or vary this Agreement) without loss of ordinary pay as agreed with the Company. The Company will only refuse a request by a delegate for paid time off during rostered hours for this purpose reasonably where they are urgently required for work and a replacement staff member cannot be found.
- 3.5 Union delegates will also be allowed, subject to prior notification to, and authorisation by, their supervisor, reasonable paid time to conduct legitimate on-site Union business with workers. Such authorisation will not be reasonably

withheld. This may include but is not limited to:

- a) collecting information from workers and asking workers to join UWU;
- b) attending delegate meetings;
- c) representing members in meetings with the Company; and/or
- d) any other legitimate union business by agreement between the parties.

3.6 Union delegates will have reasonable access to stationary, printers and similar resources to perform their role including use of UWU office where appropriate.

3.7 Prior to the nominal expiry date of this Agreement, the UWU and the Company will discuss arrangements for delegates to attend negotiation meetings for a new enterprise agreement.

Delegates – Representative role

3.8 As part of UWU's role in representing members and in contributing to the efficient operation of the Sydney Casino, 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.

Delegates – training

3.9 Subject to the terms of this clause each delegate will, upon nomination by UWU, be entitled to paid leave for the purpose of education concerning this Agreement and the role and responsibilities of delegates, including attendance at UWU conferences if applicable.

3.10 Paid leave for delegates to attend UWU conferences must be subject to Company approval and the Company will not unreasonably refuse any request.

3.11 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.

3.12 UWU training leave requirements of all UWU delegates will not exceed 6 days per individual delegate in any calendar year and will not exceed 72 in any calendar year.

3.13 Attendance at a training course will be paid at the delegate's Base Rate of Pay for the time the delegate would otherwise have been rostered to work while attending the course, and or and/or their start and finish times may be adjusted (without loss of pay) for shifts rostered before or after the training course to ensure sufficient breaks are provided in accordance with this Agreement. If a delegate is not

otherwise rostered to work on an approved training day, the delegate will be paid at the delegate's Base Rate of Pay for all hours that they attend training.

Delegates - Leave to undertake UWW projects.

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

4. Union fees

4.1 Payroll deduction

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

4.2 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 UWW if the Employee gives the Company prior authorisation in writing. The purpose of this clause is to facilitate the deduction of Union dues by UWW.

5. Union Office

The Company will provide officers of UWW with the use of a Union office within the staff amenities facilities at the 30 - 34 Hickson Road, Millers Point. This office may be used by UWW delegates subject to clause 10 this Agreement.

6. Use of noticeboards by UWW

- 6.1 UWW may use the Company-designated Union noticeboards in the employee restaurant, in the immediate vicinity of the on-site Union office, in the employee break room. Union material may not be placed in any other locations except as expressly agreed by the Company.
- 6.2 Only information of an industrial nature may be posted by UWW on the Company designated Union noticeboards. UWW agrees not to post notices of an electoral or political nature.
- 6.3 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 UWW. The Company may remove any notices posted in contravention of this clause.

7. Union badges

Union members are permitted to wear union badges, provided that the badges worn are not offensive, disparaging of the Company or its management, do not concern matters in dispute between the parties and are not otherwise inappropriate for the workplace.

8. Workplace Consultative Meetings

8.1 The Company will facilitate attendance at two workplace meetings each year convened by UWU for each Employee covered by this Agreement. The Company will facilitate this attendance during an employee's rostered shift. Employees who attend during a 'split shift' will be paid an additional 30 minutes to attend. For the sake of clarity, attendance at this meeting will not attract overtime. In order to facilitate attendance, the Company will provide the following details of employees eligible to attend a meeting as soon as this information is available, but no later than one (1) week prior to the meeting:

17.1.1.1 The name of the employees;

17.1.1.2 Department and outlet; and

17.1.1.3 Crown ID.

8.2 The Company will facilitate attendance at these meetings by ensuring staff will be rostered, subject to operational needs, to attend the workplace meeting during an employee's rostered working time. Payment will only be made for employees who are rostered to work at the time of the meeting. To verify payments, UWU will take a record of attendance and provide this record to the Company as soon as practicable after each meeting.

8.3 The duration and scheduling of any meetings must be agreed by the Company and UWU at least 6 weeks in advance of any such meeting to ensure that interruption to the business operations are minimised. UWU will convene the meetings over a week or fortnight period to ensure minimal disruption to business needs and that employees have an opportunity to attend, and unless otherwise agreed, meetings will not occur during a roster period of major events or periods, including a roster period which includes Lunar New Year, Christmas, or Easter.

8.4 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 minutes allowance, back to their rostered shift so long as the meeting is held on-site at the Company premises.

8.5 Meetings will commence and finish on time.

8.6 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 regarding the paid meetings prior to distribution.

- 8.7 Prior to the nominal expiry date of this Agreement, UWU and the Company will discuss arrangements for delegates to attend negotiation meetings for a new enterprise agreement.

9. Representation

- 9.1 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 Managing Workplace Behaviour and Performance Policy and there is a possibility of a verbal warning or higher sanction.
- 9.2 If it is likely that, following the investigation, the disciplinary matter is likely to result in a written warning or higher sanction, the employee will be provided with a written summary of the allegation/s against them and a summary of the evidence supporting the allegation/s prior to any disciplinary meeting taking place and will be provided with reasonable time to discuss these matters with the relevant UWU delegate during work time.
- 9.3 A delegate who engages in such activities, including representing a member in a disciplinary meeting 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, an alternative meeting time will be arranged to enable delegate attendance. The employee must not unreasonably delay their attendance at the meeting. Additional delegates can attend a disciplinary meeting by agreement between UWU and the Company.
- 9.4 The Company will inform employees attending a disciplinary meeting that they may elect to have a Union delegate present.

10. Right of Entry Protocol

- 10.1 This protocol deals with the way in which right of entry arrangements are to operate given the nature of the Company's operations.
- 10.2 This clause will not be implemented so as to provide for an entitlement to enter the Company's premises for a purpose identified in Part 3-4 of the Act other than in accordance with Part 3-4 of the Act.
- 10.3 Permit holders of UWU 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* (NSW) (as amended), the *Gaming and Liquor Administration Act 2007* (NSW) (as amended), and the Company's

requirements relating to secure areas and the necessity to avoid any disruption to its operations). The Right of Entry provisions under the Act also apply.

- 10.4 Subject to the provision of 24 hours written notice to the Company's Head of Industrial Relations or nominee (including by e-mail), the UWU can access its on-site office at the complex, the designated table outside Bara staff restaurant, the employee break room located opposite the Bara staff restaurant, the Bara staff restaurant and any other room or area in which employees ordinarily take meal or other breaks, without restriction on hours of the day, or days of the week for the purpose of holding discussions with employees who wish to participate in those discussions. There will be no provision of meals/drinks or other benefits that are provided for employees to UWU officials.
- 10.5 The Company may, at its discretion, require that the UWU permit holders sign in/out on a log maintained at staff entry.
- 10.6 The UWU agrees that under no circumstances will Union business be conducted on the gaming floor or in any other areas of the Sydney Casino complex except as provided in this Attachment unless expressly agreed by the Company.
- 10.7 The UWU 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.
- 10.8 The UWU commits that its permit holders or delegates will not intentionally hinder or obstruct any employee or customer or otherwise act in an improper manner.
- 10.9 UWU 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 UWU permit holder, it will not be worn outside the complex and nor will it be used for any other purpose.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees** means the employees who may be affected by a change referred to in subclause (1).