

**Crown Melbourne Limited
Enterprise Agreement 2022**

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Crown Melbourne Limited Enterprise Agreement 2022

1. Title

This Agreement will be known as the Crown Melbourne Limited Enterprise Agreement 2022.

2. Whom this Agreement Covers

2.1 This Agreement covers the following:

2.1.1 The Company;

2.1.2 All employees who are employed by the Company in work classifications set out in Attachment A of this Agreement ("**the employees**" or "**the employee**" as the case requires); and

2.1.3 Subject to the provisions of the *Fair Work Act 2009* (Cth) ("**the Act**"), and upon application to, and approval by, the Fair Work Commission ("**FWC**"), the United Workers' Union ("**UWU**" or "**the Union**").

3. Operation of the Agreement

3.1 This Agreement operates to the exclusion of the Hospitality Industry (General) Award 2010 and the Live Performance Award 2010 and supersedes the Crown Melbourne Limited Enterprise Agreement 2019 (**2019 Agreement**) and all other previous agreements between the Company, the employees and/ or UWU whether written or unwritten. While this Agreement is in force, no other Federal or State awards or agreements shall apply.

3.2 The terms of this Agreement are subject to the operation of the National Employment Standards (NES) in the Act. Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3.3 This Agreement will begin operating seven days after it is approved by

the FWC, and shall reach its nominal expiry date on 30 June 2023.

3.4 The wages and allowances under this Agreement will be backdated to commence from the first pay period on or after 1 July 2022, and employees falling within the scope of this Agreement at the time it is made will be paid back-payments as applicable, save that:

3.4.1 the weekend allowances per clause 7.5 will instead be backdated from 4 November 2022; and

3.4.2 employees who were paid junior and introductory rates under the 2019 Agreement will be back paid based on those rates (i.e. as if the wages and allowances paid to them under the 2019 Agreement had been increased by 5% from 1 July 2022) up to the date that this Agreement is made, and then on and from the date this Agreement is made will be paid based on their level of pay under this Agreement.

3.5 References in this clause to the time this Agreement is made have the meaning given in section 182 of the Act.

4. No Extra Claims

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

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

5. Objectives of the Agreement

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

- (a) 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;
- (b) the provision of terms and conditions of employment which are fair and reasonable;

- (c) the development and introduction of flexible working arrangements, having regard to the 24 hour, 7 day operation of the Company's business and the fluctuations in demand for labour which occur;
- (d) best practice corporate and employee relations;
- (e) the maximisation of productivity in all aspects of the business operations;
- (f) to ensure that, in the overall context, the Company is not at a competitive disadvantage within the casino, hospitality and entertainment industries;
- (g) to enable the Company to ensure that the workforce is rostered and allocated in accordance with the operational requirements of the business;
- (h) the establishment of a progressive career structure based on relevant competencies underpinned where appropriate by approved training programs recognising the Company's establishment staffing levels;
- (i) consultation over relevant employment issues with a recognition of the respective roles management, employees and the Union play in the workplace under this Agreement;
- (j) establishing and maintaining a safe and healthy workplace environment;
- (k) fostering initiatives to reduce the levels of employee absenteeism and to improve the level of attendance by employees, particularly during peak business periods.

6. Contract of Employment

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

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

6.3 Full-time and part-time employees

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

- 6.3.2 With the exception of sub-clauses 12.13.2 (Annual Leave), 17.1.8(b) (Long Service Leave), 21.3 (Public Holidays) and 21.5.2 (Public Holidays), part-time employees are entitled to the benefits contained in this Agreement and the NES on a pro-rata basis.
- 6.3.3 Subject to clause 13.1, part time employees will accrue personal/carer's leave (clause 13, Personal/Carer's Leave) in accordance with the NES.

6.4 Temporary employees

- 6.4.1 The Company may employ temporary employees for a specified period of time, task or project on either a full-time or part-time basis in order to satisfy its operational requirements.
- 6.4.2 In respect of temporary employees engaged for a specified period of time, the period of the engagement will be stated in writing. A temporary employee may be engaged for more than one specified period of time, task or project but each engagement stands alone.
- 6.4.3 Temporary employees are entitled to the benefits contained in this Agreement on a pro-rata basis.

6.5 Casual employees

- 6.5.1 A casual employee is as defined at clause 15A of the Act..
- 6.5.2 The provisions in clauses 12 (Annual Leave), 13 (Personal/Carer's and Compassionate Leave), 14 (Parental Leave) in relation to paid leave, 33 (Termination of Employment) and 34 (Redundancy) of this Agreement do not apply to casual employees, subject to the Act.
- 6.5.3 Consistent with the nature of casual employment, casual employees do not qualify for leave, except where specifically provided for in this Agreement, as each engagement stands alone. Further, where a casual employee is subsequently employed on a full-time or part-time basis, any period for which the employee was engaged and paid as a casual employee shall not be taken into account for the purpose of determining their leave or redundancy entitlements under this Agreement. Casual

employees may be entitled to long service leave subject to the *Long Service Leave Act 2018 (Vic)*.

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

- (a) time in lieu and
- (b) annual leave

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

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

6.5.5 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.

Where a casual employee has reached 12 months continuous service with the Company the employee has the option to convert to a permanent part-time or full-time position depending on the employee's past work pattern. Employees performing additional casual work under a "Multi-hire" arrangement in accordance with sub-clause 6.7 of this Agreement do not have the option to convert to permanent employment under this clause if they perform their primary role on a permanent full-time or part-time basis. The Company will deal with a request for conversion within one month from the date that the request is received and the conversion will take effect at the commencement of the next full roster cycle.

For the purposes of sub-clause 6.5.5:

- (a) a casual employee will be eligible to convert to permanent

part-time or full-time employment where their employment over the preceding 12 months has been on a regular and systematic basis for several periods or an ongoing period of employment.

- (b) an employee who has worked at the rate of an average of 38 hours or more per week in that time will be eligible to convert to full-time employment.
- (c) an employee who has worked at a rate of an average of less than 38 hours per week in that time will be eligible to convert to part-time employment.

6.5.6 Where a casual employee has been offered work, but has not made themselves available to perform any work under this Agreement for a period of at least 3 continuous months, other than in circumstances where the employee has advised the Company in advance that they will not be available during that period, the Company will not be under any obligation to either offer or engage that employee again after that period, provided that prior written notice has been given to the employee of the Company's intention to no longer engage them.

6.6 Probationary and qualifying periods of employment

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

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

6.7 Additional Casual Work ("Multi-hire")

6.7.1 The purpose of offering multi-hire employment opportunities is

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

- 6.7.2 Employees covered by other awards and agreements are permitted to work under a multi-hire arrangement provided that there are no terms or conditions within their particular conditions of employment for their primary positions that prohibit this type of activity.
- 6.7.3 An employee shall only be engaged under a multi-hire arrangement at times when the employee is not rostered to work in his or her primary working arrangement and at times when the employee is not, or will not, be required to work overtime in his or her primary working arrangement.
- 6.7.4 An employee engaged in a multi-hire arrangement is entitled to a minimum break of 8 hours between the completion of the engagement and the commencement of their next rostered shift, unless a shorter break is taken by mutual agreement.
- 6.7.5 Employees on any form of personal or long service leave from their primary working arrangement should not be rostered to perform multi-hire engagements during the period of leave.
- 6.7.6 Employees are not allowed to enter into a multi-hire arrangement in their own role or position in order to pick up additional shifts.
- 6.7.7 Each department has sole discretion as to whether it will offer a multi-hire position to employees provided that the multi-hire arrangement does not hinder Company operations, or compromise the internal controls and/or integrity of the Company.

- 6.7.8 Employees who have entered into a multi-hire arrangement must ensure restricted areas to which they have been granted access in their primary working arrangement are not accessed when working in their multi-hire role and vice versa.
- 6.7.9 If an employee suffers an injury covered by the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* while working under a multi-hire arrangement, any compensation benefits will be calculated by reference to the relevant provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* (as amended).

6.8 Suspension

- 6.8.1 In circumstances where an employee may be terminated for serious misconduct or is liable for dismissal, having regard to their prior work history, the Company may at its discretion, suspend the employee with pay for a period of up to ten working days.
- 6.8.2 The appropriate period of any suspension will be determined by the Company but such a decision will not limit the Company's right to terminate the employee's employment.

6.9 Licensing

- 6.9.1 The business operations of the Company covered by this Agreement are regulated in part by the Victorian Gambling and Casino Control Commission ("**VGCCC**") operating under the provisions of the *Casino Control Act 1991 (Vic)* (as amended) and the *Gambling Regulation Act 2003 (Vic)* (as amended).
- 6.9.2 Part 4 of the *Casino Control Act 1991 (Vic)* requires certain employees to be licensed with the VGCCC. Therefore, it is a condition of employment for those employees required to be licensed by the VGCCC from time to time, to obtain and maintain an operative licence with the VGCCC. Failure to maintain such a licence will be considered serious misconduct and will necessarily result in the cessation of the employee's employment on and from the date that the Company is advised by the VGCCC that the licence became inoperative.

6.10 Abandonment

6.10.1 An employee, other than an employee who is on leave which is authorised by the Company under the provisions of this Agreement, will be taken to have prima facie abandoned their employment if they are absent from work for a period in excess of three consecutive rostered shifts and have not complied with relevant notification requirements.

6.10.2 In the event the Company seeks to terminate the employee's employment, it will do so in accordance with the NES and this Agreement.

6.11 Confidentiality

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

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

7. Salaries

7.1 Payment for Work Performed

7.1.1 Employees will be paid on the basis of the salary arrangement as set out in sub-clause 7.2 of this Agreement, save that if, at the time this Agreement is made, an employee has a higher rate of pay than the rate for their classification under this Agreement, the rate of pay for that employee will be that higher rate increased by 5%.

7.1.2 The salaries take into account and are calculated to compensate employees for all special rates, loadings, weekend, evening and all other penalties (with the exception of public holiday penalties and casual loadings as set out in sub-clause 7.4.4) and

allowances that would have been payable under the Award but are not provided for in this Agreement, save for the further weekend allowances as set out at clause 7.5, which are paid in addition to the annual salaries in sub-clause 7.2 of this Agreement.

- 7.1.3 Employees will be paid on the basis of hours actually worked except where an employee is entitled to paid leave under this Agreement.
- 7.1.4 Subject to sub-clause 7.1.1, the salaries prescribed for full- time employees are set out in Attachment A to this agreement.
- 7.1.5 If an employee is not paid for hours worked a sufficient salary to cover what the employee would have been entitled to if applicable award overtime and penalty rate payments had been applied instead of the relevant salary rate prescribed in this Agreement over the usual 8 week roster cycle, then a reconciliation will occur and payment of the difference will be paid in the next pay cycle where practicable.

7.2 Annual salaries

During the term of this Agreement, the rates of pay will be as set out in Attachment A. The rates have been increased by 5% compared to the rates in the 2019 Agreement.

7.3 Recognition Allowance

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

Recognition Allowance Period	Payment Due Date
20 June 2022 - 18 December 2022	First full pay period after this Agreement is approved but no earlier than 21 December 2022
19 December 2023 - 18 June 2023	22 June 2023

- 7.3.1 This Recognition Allowance will be calculated on an employee's

gross earnings made up of any paid leave, ordinary hours, weekend allowances payable under clause 7.5, overtime hours and hours worked under a shift pick-up arrangement (sub-clause 11.2.3(c)) worked and paid, and higher duty payments. For the purposes of this clause, an employee's gross earnings do not include allowances as outlined in clause 31 (Allowances) and clause 35 (Uniforms and Equipment), superannuation contributions made by the Company on behalf of an employee, amounts paid to an employee where the employee has elected to cash out annual leave in accordance with clause 12 (Annual Leave) or gross earnings for a role not covered by this Agreement.

- 7.3.2 If an employee commences employment with the Company after the commencement of a Recognition Allowance Period specified in sub-clause 7.3.1 of this Agreement, the employee will be paid a Recognition Allowance payment on a pro-rata basis for that relevant Period.
- 7.3.3 An employee whose employment with the Company ends prior to a payment due date, is not eligible to receive this allowance on gross earnings from the commencement of the relevant Recognition Allowance Period specified in sub-clause 7.3.1 up to termination, except for employees whose employment ends due to redundancy as outlined in clause 34 (Redundancy).
- 7.3.4 This Recognition Allowance is subject to superannuation in line with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

7.4 Hourly Rates of Pay

- 7.4.1 The ordinary hourly rate of pay for a full time employee will be as set out in Attachment A.
- 7.4.2 The ordinary hourly rate of pay for a part-time employee will be the ordinary hourly rate of pay for a full time employee in the same classification.
- 7.4.3 Depending on the basis of their employment, temporary employees will be paid in accordance with either sub-clause 7.4.1 or 7.4.2 above.

7.4.4 Casual employees will be paid an hourly rate based on the annual salary for the classification in which they are engaged. A 25% loading applies to the ordinary hourly rate of pay for all hours actually worked, and for the removal of doubt the rates set out in Attachment A (casuals) include this loading. However, the ordinary hourly rate of pay to casual employees where other penalties apply will not be greater than the rate of pay applicable to full-time or part-time employees in their equivalent classification in such circumstances. The 25% loading payable under this clause is instead of entitlements to leave and other matters from which casual employees are excluded by the terms of this Agreement and the NES.

7.5 Weekend allowances

7.5.1 The Company will pay to employees the following allowances in respect of work performed between the hours of 7.00 pm Friday and 7.00 am Monday:

Time work performed	Allowance amount
From 7pm Friday to 7am Saturday	\$6 per hour
Between 7am and 7pm Saturday	\$3 per hour
From 7pm Saturday to 7am Sunday	\$6 per hour
Between 7am and 7pm Sunday	\$3 per hour
From 7pm Sunday to 7am Monday	\$6 per hour

7.5.2 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. Weekend allowances do not form part of an employee's ordinary rate of pay per clause 7.4 and are not included in the calculation of annual leave loading.

7.5.3 Weekend allowances are subject to superannuation in line with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

7.6 Apprentices

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

Year of Apprenticeship	Percentage of Adult Rate
1	55%
2	65%
3	80%
4	95%

7.7 Supported Wage System

- 7.7.1 The Supported Wage System (SWS) is an Australian Government system to promote employment for people who cannot work at full productivity because of the effects of a disability. Applications for, and the administration of the SWS, is the responsibility of the Department of Education, Employment and Workplace Relations (or as otherwise renamed).
- 7.7.2 Employees who are hired by the Company that are eligible and qualify for the SWS, will be paid a percentage of the ordinary hourly rate of pay applicable to their classification as set out in Attachment A to this Agreement. The applicable percentage of the ordinary hourly rate will be determined in accordance with the SWS schedule contained in the Hospitality Industry (General) Award 2010, as amended from time to time.
- 7.7.3 Employees hired by the Company under the SWS will be entitled to the same terms and conditions of employment as other employees covered by this Agreement on a pro rata basis.

8. Classification, Skill Development and Career Progression

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

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

8.3 For the purposes of an employee's progression through the classification structure set out in Attachment A to this Agreement, any period of leave without pay in excess of two weeks does not count towards an employee's length of service.

8.4 **Salary Structure for Cage Cashiers and Gaming Machines employees**

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

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

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

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

8.5 **Salary Structure for Table Games employees**

8.5.1 Employees engaged as Dealers are subject to the rates of pay

set out in the salary structure at Attachment A, corresponding with their length of continuous service in their role as a Dealer with the Company.

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

8.5.3 For the purposes of the salary structure for this position, the Company may recognise an employee's service as a Dealer with another official Australian or international casino up to the two year service rate at Attachment A, provided that the employee has worked as a Dealer within the last two years of the date of commencement with the Company, and provided that the Company assesses the employee as satisfying its competency based requirements.

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

8.6 Salary Structure for Security Employees

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

8.7 Salary Structure for RSA Officer employees

Employees engaged as RSA Officers are subject to the rates of pay set out in the salary structure at Attachment A, corresponding with their length of continuous service in their role as a RSA Officer with the Company

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

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

8.9 Salary Structure for Responsible Gaming Advisors

8.9.1 Employees engaged as Responsible Gaming Advisors are subject to the rates of pay set out in the salary structure at Attachment A, corresponding with their length of continuous service in their role as a Responsible Gaming Advisor with the Company.

8.9.2 The salary structure for Responsible Gaming Advisors is based on these employees working an average of 40 hours per week in accordance with clause 10.

8.10 Salary Structure for Card Room Team Members

Employees engaged as Card Room Team Members are subject to the rates of pay set out in the salary structure at Attachment A.

8.11 Salary Structure for Engineering and Maintenance Operations Support Analysts

Employees engaged as Engineering and Maintenance Operations Support Analysts are subject to the rates of pay set out in the salary structure at Attachment A.

8.12 Training

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

Company will pay employees at their ordinary hourly rate of pay for the time spent attending the training course.

- 8.12.2 Where an employee undertakes training which is approved by the Company and it is directly related to their current duties, they will be paid according to sub-clause 8.12.1. In circumstances where employees are undertaking training at their own request and the training is not directly related to their current duties, the training will be without pay.
- 8.12.3 The required training in the Table Games structure, as outlined in Attachment A, will not delay an employee's movement through the specified levels in the structure, provided the employee commits in writing to completing the training required, and further does not unreasonably delay or refuse to undertake that training when scheduled by the Company.
- 8.12.4 The Company confirms that the intention of training under the Table Games structure is not to require an employee to undertake additional duties in their current roles.
- 8.12.5 The Certificate III training as required in the Security structure outlined at Attachment A, will not delay an employee's movement through the specified levels in the structure, provided the employee commits in writing to completing the training required, and further does not unreasonably delay or refuse to undertake that training when scheduled by the Company.
- 8.12.6 The Company will provide employees with the necessary written consent form as prescribed by sub-clauses 8.12.3 and 8.12.5 prior to the employee reaching the length of service associated with the training required.
- 8.12.7 **Cage and Count- Second Skill Training**
- (a) Cage and Count employees with a minimum of two years' service as a Cashier, who have not been trained in a second skill, may lodge an expression of interest to receive the Chip Bank skill only.
 - (b) This Chip Bank skill will continue to be made available to interested eligible employees on a progressive basis. It is

acknowledged that it may only be possible for one employee to be trained in Chip Bank at a time.

- (c) If more than one employee lodges an expression of interest, the training will, subject to law, be provided in the order of the employees' length of service in Cage and Count.
- (d) If an employee has any performance issues which have not been resolved at the time an employee lodges an expression of interest which may impact on the training being provided at that time, then the employee and the Company may agree to delay the training.
- (e) The terms of this sub-clause are not intended to limit the offering of other skills training that may be made by the Company to Cage and Count employees when required.

8.12.8 Table Games - Third Major Game Training

- (a) Crown will offer and provide training in a third major game to at least 125 Table Games Dealers during the term of this Agreement.
- (b) The choice of game will be determined by Crown.
- (c) The rostering for third major game training will be in accordance with business needs.
- (d) Offers of training under this sub-clause will be made to Table Games Dealers, who have been trained in two (2) major games based on the longest length of service. If the same length of service applies to two (2) or more employees, preference will be given to the employee with the longer amount of time that has lapsed since the last date of game training as Table Games Dealers. Expressions of interest for training in some specialty games may be utilised by Crown if appropriate.
- (e) In order to be eligible to be offered training under this clause the employee must have skill currency (i.e. completed refresher training from long term absence) and have worked the immediate three (3) past roster cycles

prior to when the offer is made.

- (f) If an employee declines an offer of training under this clause then the offer will be made to the next eligible employee.
- (g) Employees will be invited to express an interest in receiving third major game training. It will be the responsibility of employees to notify their expression of interest. Employees who do, but who subsequently either refuse or decline an offer of training three times will not be offered training under the terms of this clause for 12 months from the date of the last offer.
- (h) Subject to the applicable laws, in order to participate in the training offered the employee must be able to complete all aspects of the training provided.
- (i) The provisions of this sub- clause do not apply to employees who have been previously trained in three or more major games.

8.12.9 Hotels

In relation to Guest Service Advisors Level 5, the Company may offer employees who are within 2 years of service the opportunity to undertake training in at least four skills where available to enable progression to Level 5. Alternatively, in the case of employees with at least 2 years' service in this role the Company will offer the training and if the employee agrees to undertake training for and perform a fourth and additional call taking skills to enable progression to Level 5.

8.13 Food and Beverage

The following provisions apply to the specified Food and Beverage Front of House and Back of House positions:

Back of House

8.13.1 ESAs entering an apprenticeship pathway that have 3 years' or more experience at Crown as an ESA

- (a) After 3 years of continuous service as an ESA; an ESA

can apply for the apprenticeship program by lodging an Expression of Interest (EOI) when invited to do so by the Company at designated times as determined by the Company. It is agreed that being an ESA for 3 years does not automatically grant or entitle an ESA to enter into a cookery apprenticeship. Candidates will be selected on merit for available vacancies as determined by the Company to enter an apprenticeship

- (b) The frequency of this will be as determined by the Company, (but is likely to be bi-annually, i.e. twice yearly). Selection will be as per the selection criteria and process determined by the Company.
- (c) ESAs that are successful in entering a cookery apprenticeship pathway will maintain the same level of pay rate (Level 2) for ESAs participating in the program, provided they have at least 3 years' continuous experience at Crown as an ESA before being considered.

8.13.2 ESAs entering an apprenticeship pathway who have had less than 3 years' experience at Crown

- (a) After 6 months of continuous service as an ESA, an ESA can apply for the apprenticeship program for available vacancies as determined by the Company by lodging an EOI when invited to do so by the Company at designated times as determined by the Company. The frequency of this will be as determined by the Company, (but is likely to be bi-annually, i.e. twice yearly). Selection will be as per the selection criteria and process determined by the Company. In such circumstances, an ESA would be subject to clause 8.13.2(b).
- (b) In order to maintain relativities and taking into account the role, tasks and skill requirements. ESAs entering an apprenticeship pathway who have had 2 years' experience at Crown will be paid at a second year apprentice rate of 65% for their first year of the program; second year ESAs will be paid at 72% for the second year of the program; and third year ESAs at 80% for the third year of the

program in accordance with sub-clause 7.6 of this Agreement.

8.13.3 Placement after successful completion of an apprenticeship program

- (a) Upon successful completion of an apprenticeship, the Company will provide a current Full time ESA with employment at Crown as a Full time Cook Level 3 position in a venue. The venue will be at the discretion of the Company.
- (b) Upon successful completion of an apprenticeship, the Company will provide a current Part time ESA with employment at Crown as a Part time Cook Level 3 position in a venue at the same part time status they held previously as an ESA. The venue will be at the discretion of Crown.
- (c) Upon successful completion of an apprenticeship, the Company will provide a current Casual ESA with employment at Crown as a Casual Cook Level 3 position in a venue and if there are no vacant positions available in a venue, then they will have the option to be part of Crown Casual staffing (CCS) as casual Cook Level 3.
- (d) Internal employees (whether Cook Level 2 or ESA) who have successfully completed the apprenticeship program will be prioritised for available Cook Level 3 positions ahead of external candidates who are undertaking the apprenticeship program.
- (e) Internal candidates selected for the apprenticeship program will receive a contract consistent with those offered under the terms and conditions of an apprenticeship.
- (f) If an employee is unable to complete the requirements of the apprenticeship their on-going employment will be considered on a case by case basis having regard to what the circumstances and reasons were as to why the individual was unable to complete the apprenticeship, and

whether it is appropriate for that individual to return to their previous role, or another position if available or any other appropriate action regarding their employment given the circumstances that resulted in their inability to complete the apprenticeship.

- (g) Apprenticeship positions will be advertised internally prior to advertising externally. If vacant positions as determined at the time by the Company in the apprenticeship program are not filled internally through the EOI/selection process; the Company may then advertise externally to fill the vacant positions.

Front of House

8.13.4 Higher Duties Pool

All employees performing an HD role must be classified as a Level 3 Food and Beverage Attendant.

8.13.5 ESAs entering front of house trainee programs

- (a) While participating in the training provided by the Company, employees will be classified as Food & Beverage Trainee Level 2 paid as Food and Beverage Attendant Level 2.
- (b) Interested employees will need to apply by lodging an EOI for available vacancies as determined by the Company when invited to do so, at designated times. (The frequency of this is likely to be bi- annually, i.e. twice yearly). Selection will be as per the selection criteria and process as determined by the Company. A place in the program is guaranteed upon successful completion of the application and recruitment process.
- (c) Employees can apply for applicable programs after 6 months continuous service with the Company.
- (d) Successful applicants will be enrolled in a Certificate III in Hospitality program and need to satisfactorily complete written and practical assessments for 15 units in order to be deemed competent prior to being presented with their

certificate.

- (e) These positions will be advertised internally and externally by the Company but internal candidates will be preferred over external candidates, subject to applicable laws.

8.13.6 Cook Level 2 staff (with 2 years' cooking experience as a Level 2) being able to commence certificate III training programs within Crown without loss of pay. (i.e. Maintain cook level 2 pay) until such time as they complete their qualification.

- (a) The Company's 'Step Up Cookery' program has been developed for unqualified cooks with more than 2 years' cooking experience This is a Recognition of Prior Learning (RPL) based program, with completion timeframes based on individual circumstances.
- (b) When employees are undergoing training in the Step Up Cookery program to up skill to either the Cook level 3 or on the Apprenticeship program, they will be paid at the Cook Level 2 pay rate.
- (c) After 6 months of continuous service, employees can apply for the program through lodging an EOI when invited to do so by the Company for available vacancies as determined by the Company at designated times as determined by the Company (the frequency of which is likely to be bi-annually, i.e. twice yearly). Selection will be as per the selection criteria and process as determined by the Company.
- (d) It is agreed that being in the Company for 2 years on Level 2 will not automatically entitle employees to qualify for selection to the Step Up Cookery Program. This means that employees will still be required to participate through a selection process. A Cook who applies for the Step Up Cookery Program will need to demonstrate relevant life and study experiences reflected in their performance and through the program interviews. Selection will be based on the employee's performance and the selection criteria - not time served and be subject to fulfilling available vacancies

as determined by the Company.

- (e) Employees who have a relevant qualification which is not recognised under the Australian Qualification Framework prior to joining the Company, but who otherwise satisfy the Company's requirements, such as through RPL, can apply for the applicable Step Up Cookery Program prior to completing 2 years cooking experience at the Company as a Cook Level 2.

8.14 Higher Duties

Subject to sub-clause 8.15 (Higher Duties - Table Games) and Attachment A. where an employee is appointed by the Company (with the employee's consent) to act in a higher duties capacity in another position under this Agreement for a period of four or more hours a payment equal to the salary difference between the relevant positions shall be paid for each whole shift worked. For work of between 15 minutes and less than four hours duration the employee shall be paid the higher rate for the time actually worked. No additional payment will be made under this clause to employees who work in a higher duties capacity where that work is undertaken as part of training being accessed by the employee, or when the employee is performing in a higher duties capacity of less than 15 minutes.

8.15 Higher Duties - Table Games

- 8.15.1 Dealers who are required to perform work acting as a Games Supervisor on a temporary basis for a full shift or for part of a shift will be entitled to an additional payment per shift as provided in Attachment A of this Agreement.
- 8.15.2 This higher duties payment will be paid in addition to the employee's ordinary hourly rate of pay for the actual hours worked on the shift.
- 8.15.3 Subject to operational needs, the Company confirms its commitment to providing Higher Duties in accordance with its current practice, and to distributing available Higher Duties shifts on a fair and equitable basis.

8.16 Career Progression

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

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

8.17 Selection

8.17.1 Assessments for advertised positions will be based on merit. In assessing any candidate for an advertised position, the Company's selection criteria, will:

- (a) include consideration of the candidate's experience in the area in which the position resides in the organisation; and
- (b) include assessing the candidate's skills and competence for the advertised position, including where relevant the candidate's length of service at Crown Melbourne; and
- (c) if applicable, only include performance management issues that have been previously addressed (whether verbally or in writing) with the candidate.

8.17.2 All candidates will receive confirmation of their success or otherwise in relation to their application as soon as practicable after the position has been filled; usually within 14 days.

8.17.3 On request, unsuccessful candidates will receive feedback specific to the advertised position, the selection criteria, and their application within a reasonable timeframe. Feedback will be given in writing when the request is made to the People and Culture department by the candidate in writing.

9. Payment of Salaries

9.1 Employees will be paid fortnightly for actual hours worked by electronic funds transfer into an account within Australia nominated by the employee, provided that full time Service Executives, Card Room

Team Members, and Engineering and Maintenance Operations Support Analysts will transition to fortnightly pay as soon as practicable following the commencement of this Agreement. At the time of payment, a record of payment will be available to each employee showing all details of earnings and deductions, including superannuation contributions.

9.2 Fortnightly payments to employees will include allowances due to employees for that period and payment for any overtime worked by reference to the applicable two or four week roster period and the provisions of clause 20 (Overtime).

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

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

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

Subject to clause 9 (Payment of Salaries):

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

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

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

- (a) up to \$150 (gross); or
- (b) 25% of the over-payment (whichever is the greater);
- (c) per pay period until the overpayment is fully repaid, unless otherwise agreed in writing with the employee in case of financial hardship.

9.6 Subject to the Act on termination of employment, an employee will be paid all monies owed up to the time of termination in accordance with the provisions of sub-clauses 12.12 (Annual leave), 17 (Long Service Leave), 22.3 (Time Off in Lieu), and 33 and 33.3 (Termination of Employment).

10. Hours of Work

10.1 Full-time employees

10.1.1 Employees other than Responsible Gaming Advisors

Subject to sub-clause 11.2.3 (Variation to rostered shifts), the normal hours of work for a full-time employee (other than a Responsible Gaming Advisor) will be an average of 38 hours per week which will be worked over 152 hours in a four week roster period. Such hours will be worked in accordance with a roster as provided for in sub-clause 11.2 (Rostering arrangements) of this Agreement.

10.1.2 Responsible Gaming Advisors

- (a) Subject to sub-clause 11.2.3 (Variation to rostered shifts), the normal hours of work for full time Responsible Gaming Advisors will be an average of 40 hours per week, which will be worked over 320 hours in an eight week roster. Such hours will be worked in accordance with a roster as provided for in clause 11.2 (Rostering arrangements) of this Agreement.
- (b) During the life of this Agreement, the relevant parties will

endeavour to review the hours of work and rostering arrangements for Responsible Gaming Advisors in accordance with the consultation provisions at Clause 26.2.

10.2 Part-time employees

10.2.1 Employees other than Responsible Gaming Advisors

Subject to sub-clause 11.2.3 (Variation to rostered shifts), part-time employees will be assigned to one of five bands as set out below. The ordinary hours of work for a part-time employee may vary between a minimum of 32 hours and a maximum of 144 hours in any four week roster period depending on the band to which they are assigned. Such ordinary hours will be worked in accordance with a roster as provided for in sub-clause 11.2 (Rostering arrangements) of this Agreement and within the following specified range of hours:

Four Week Roster Period
Part-time band 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

10.2.2 Responsible Gaming Advisors

Subject to sub-clause 11.2.3 (Variation to rostered shifts), part-time Responsible Gaming Advisor employees will be assigned to one of five bands as set out below. The ordinary hours of work for these part-time employees may vary between a minimum of 32 hours and a maximum of 320 hours in any eight week roster period depending on the band to which they are assigned. Such ordinary hours will be worked in accordance with a roster as provided for in clause 11.2 (Rostering arrangements) of this Agreement and within the following specified range 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

10.2.3 Notwithstanding the ranges of hours provided for by sub- clauses 10.2.1 and 10.2.2, and subject to sub-clause 11.2.3 (Variation to rostered shifts), an employee may by agreement with the Company work up to a maximum of:

- (a) for Responsible Gaming Advisors, 320 ordinary hours in any eight week roster period; and
- (b) for all other employees, 152 ordinary hours in any four week roster period.

10.2.4 Upon commencement of employment, the Company will determine the applicable range of hours for all part- time employee, which will be no less than Part-time Band 2 except that employees may be engaged at the Part- Time Band 1A and 1B levels by mutual agreement only and engagement on these bands will not be a condition of employment. The Company will not unreasonably refuse an employee request to move to Band 1A or 1B.

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

10.2.6 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.

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

10.3.1 Vacancies in full-time positions and part-time positions in bands

three (3) and four (4) as set out in sub-clauses 10.2.1 and 10.2.2, will be offered to current employees of the Company before a new employee is recruited.

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

- (a) full-time to part-time employment status; or
- (b) part-time to full-time employment status; or
- (c) between the part-time bands referred to in sub-clauses 10.2.1 and 10.2.2,

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

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

- (a) full-time to part-time employment status; or
- (b) to a lower part-time band referred to in sub-clauses 10.2.1 and 10.2.2,

on a permanent basis, the Company will fill the position of the employee who has requested and subsequently has been approved to convert part-time bands or employment status using the relevant waitlists under this sub-clause 10.3. Further, the Company will fill the position of the employee who moves into the higher position using the relevant waitlists under this sub-clause 10.3. Any positions in part-time band 3 or part-time band 4 that become vacant as a result of the conversion process under this sub-clause 10.3 will continue to be filled in accordance with the relevant waitlist. *By way of example only, an employee requests to move from full-time to part-time band 2. This is accepted and actioned by the Company in accordance with this clause. The Company will then refer to the relevant waitlist and offer a full-time position to the employee first in line on the waitlist, provided that they meet the selection criteria for the role.*

The Employee Consultative Committee will report on employee

movements as a result of conversions in accordance with Attachment B.

10.3.4 Selection

- (a) In assessing any candidate for conversion between employment status or bands, the Company's selection criteria will:
 - (i) provide preference to employees whose application is received first in time; and
 - (ii) not include performance management issues that have not been addressed (whether verbally or in writing) with any employee requesting conversion.
- (b) An employee who has requested conversion in accordance with sub-clause 10.3 will be provided with a response to their request within 14 days. This response will include an acknowledgement of receipt of the request, and may also include advice as to the ongoing status of the employee's request.
- (c) An employee will be able to request from the Company and be provided with information, within a reasonable timeframe, as to their position in the queue for their requested conversion at any given time.

10.4 Conversion to Full Time Employment

10.4.1 Subject to the terms of this clause, a part-time employee may request to convert to full-time employment if:

- (a) the employee has at least 12 months' continuous service in the role that they occupy at the time of making a request for conversion; and
- (b) the employee is rostered the minimum hours per cycle specified in the table below for any 9 cycles in the 13 full roster cycles immediately before the request is made:

Band Post Successful Review	Minimum Rostered Hours per Cycle to Request Review
Full Time	152 Hours (320 hours over an 8 week cycle for Responsible Gaming Advisors)

10.5 Calculation of Rostered Hours per cycle

10.5.1 For the purposes of sub-clause 10.4, the Minimum Rostered Hours will be hours rostered by Crown in a four week roster cycle plus additional hours accepted by the employee at the request of the company.

10.5.2 For the purposes of sub-clause 10.5, the employee's rostered hours per cycle:

- (a) will not include hours that relate to pick up shifts that have been given away by an employee;
- (b) will include any period of paid leave approved by the Company during the relevant cycle/s;
- (c) will be calculated per cycle, rather than an average over 9 roster cycles.

10.6 Conversion to a higher part-time band Subject to the terms of this clause, an employee may request to convert to a higher part-time band.

10.6.1 A part-time employee shall be entitled to convert to a higher part-time band if:

- (a) the employee has at least 12 months' continuous service in the role that they occupy at the time of making a request

for conversion; and

- (b) the employee works the minimum hours per cycle specified for the band they seek to convert to for any 9 cycles in the 13 full roster cycles immediately prior to the request:

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

For the avoidance of doubt the employee will be eligible after the initial 9 cycles if they have worked the required minimum hours per cycle.

10.7 Calculating minimum work hours per cycle

10.7.1 For the purposes of sub-clause 10.7.2, the minimum hours will be actual hours worked, provided that the actual hours worked per cycle will not include hours worked by the employee in a role other than their primary role, under a multi-hire arrangement, or on secondments to salaried roles not covered by this Agreement.

10.7.2 For the purposes of sub-clause 10.7.2, the employee's actual hours worked per cycle:

- (a) will include any period of paid leave approved by the Company during the relevant cycles;
- (b) will be calculated per cycle, rather than an average over 9 roster cycles.

10.8 Part Time Band Conversion Limitation

10.8.1 Conversions as provided in sub-clause 10.6 shall be subject to

being paused should the Weighted Average Minimum Part Time Hours Commitment as defined in sub- clause 10.8.2 increase by 15% in a department, with the exception of Table Games, Gaming Machines, and Security which shall be 12%. For the purpose of removing any doubt, this increase will be calculated from the Weighted Average Minimum Part Time Hours Commitment as at the date on which all Full Time positions have been appointed as per clause 48 of this Agreement. Once the Weighted Average Minimum Part Time Hours Commitment falls below this number, conversions will once again continue to occur, with employees who qualified first but have not converted because of the pause converting immediately (subject to the pause once again taking affect). Whilst the pause is in effect, part-time employees will be able to convert to a higher Part-Time band under sub-clause 10.3 of this Agreement.

- 10.8.2 For the purpose of this clause the Weighted Average Minimum Part Time Hours Commitment is defined as multiplying the number of employees in each Part Time band by the minimum hours for each band, as per sub-clause 10.2, to provide total Part Time hour commitment per cycle and then dividing this by the number of part time employees in the department.
- 10.8.3 Either party may seek to increase or decrease the 12% movement limitation for Table Games, Gaming Machines, or Security in line with business requirements, however this can only occur by agreement, and the other party will not unreasonably refuse to agree to such a request.
- 10.8.4 Crown will provide a quarterly update to the Union commencing on or about 31 January 2023 for each department on the current percentage change of the Weighted Average Minimum Part Time Hours Commitment as specified in sub-clause 10.8.1 based on staff levels at that time, and on the total number of employees in each Part-Time band in each department for the purposes of calculating the Weighted Average Minimum Part Time Hours Commitment.

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

10.9.1 A part-time employee who has not worked the minimum hours condition specified in sub-clause 10.6.1(b) may request to convert to a higher part-time band, if

- (a) the employee has been absent from work, or has not worked the minimum hours per cycle, as a result of extenuating circumstances, which have impacted on the employee's ability to meet the conditions in sub-clause 10.6.1(b).
- (b) The Company will consider any application made by an employee and has the discretion to approve or decline the request.

10.10 Making requests for conversion under Clause 10

10.10.1 Full time and part-time employees may make a request for conversion at any time, irrespective of whether there is a vacant position. If a position is vacant, the Company will follow the process set out in sub-clause 10.3 of this Agreement.

10.10.2 Full time and part time employees may make a maximum of one request for conversion per roster cycle.

10.10.3 An eligible employee is responsible for raising a request to the People and Culture team by following the applicable process. No automatic process will be put in place by the Company to review an employee's employment status.

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

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

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

10.10.6 If the Company approves a request for conversion, the change

will take effect at the commencement of the next full roster cycle following the date on which the Company approves the request.

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

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

10.11 Temporary employees

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

10.12 Casual employees

10.12.1 Other than by agreement pursuant to a shift give-away or shift pick-up arrangement as covered in sub-clause 11.2.3(f) (Variation to rostered shifts), casual employees will not normally be required to work more than 152 ordinary hours in a four week roster period (320 hours in an eight week roster period for Responsible Gaming Advisor employees).

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

10.13 Additional Hours Allocation System

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

time employees in the relevant department, area or outlet prior to offering these hours to casual employees, with such an offer of additional hours being open for a reasonable period of time, subject to applicable laws.

10.13.2 This clause shall not apply to those departments, sub-departments, areas or outlets in which contract labour was engaged to perform the total work covered by the terms of this Agreement in that area or outlet at the time this Agreement commences operation. For the removal of doubt, this clause 10.13 shall not impact the Company's ongoing requirement to meet productivity requirements as per clause 40 (Use of Contractors).

11. Roster

11.1 Rostering principles

11.1.1 The Company manages a 24 hour, 7 days a week operation. Consequently, flexibility in rostering arrangements is essential to meet the needs of the business. This is particularly so during peak periods.

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

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

11.1.4 Subject at all times to the needs of the business and employee requests, the Company will use its best endeavours to provide employees with the maximum possible number of weekends

rostered off, reduce the number of periods of six consecutive working days in any roster period and reduce the number of variations in shift start times within any roster period. This sub-clause 11.1.4 does not apply to casual employees.

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

11.2 Rostering Arrangements

11.2.1 General provisions

- (a) Rosters will detail working arrangements for a four week period.
- (b) The Company undertakes to use its best endeavours to ensure that employees receive 14 days advance notice of the roster for the following roster period. However, the parties recognise that given the Company's industry position and its commitment to providing outstanding customer service, it may be necessary for rosters to be posted with a minimum of 7 days' notice. The Company may however implement any change by giving employees at least 7 days' notice of the change to their rostered hours.
- (c) The Company undertakes to use its best endeavours to increase access to the highest number of Saturdays and Sundays off work for those employees who desire it.
- (d) The Company recognises the importance of ensuring that any changes to a roster are effectively communicated to employees using available information systems.
- (e) Rosters may provide for shifts (inclusive of breaks) of between 6 hours and 10 hours for full-time employees and between 3 hours and 10 hours for all other employees. However, by agreement between the Company and the majority of employees in a particular business unit, department, section or sub-section, the Company may roster shifts of up to 12 hours (inclusive of breaks),

although no employee will be rostered to work more than three consecutive 12 hour shifts at any time, unless otherwise agreed. This provision does not limit the ability of the Company and employees to vary rostered shifts in accordance with the terms of this Agreement, for example, by requiring an employee to work a reasonable amount of overtime.

- (f) Subject to sub-clause 11.1.3, rosters will provide for a minimum of 10 hours break between the completion of a rostered shift and the commencement of the employee's next rostered shift. However, this break may be reduced to 8 hours:
 - (i) by agreement between the Company and employee;
or
 - (ii) pursuant to an engagement under sub-clause 6.7 (Multi-hire).

- (g) Requested Rostered Days Off. Rosters will provide for a minimum of eight (8) rostered days off in every four week roster period:
 - (i) In each year employees (other than employees in Table Games), may request that a particular day be designated as a rostered day off, and are guaranteed that this request will be granted (subject to business demands and notified black-out periods). Employees are entitled to have such a request granted on up to six occasions per year (but may make further requests), subject to business demands.
 - (ii) For Table Games employees only, in each year, may request that a particular day be designated as a rostered day off, and are guaranteed that this request will be granted (subject to business demands and notified black-out periods). Employees are entitled to have such a request granted on up to twelve occasions per year (but may make further requests) subject to business demands.

- (h) No full-time or part-time employee will be rostered to work for more than eight (8) consecutive days in a rolling 28 day period. Any employee rostered to work for more than eight (8) consecutive days will receive two consecutive rostered days off immediately following.
- (i) The Company undertakes to use its best endeavours to reduce the incidence of employees being rostered to work six (6) or more days consecutively.
- (j) The Company undertakes to use its best endeavours to reduce the incidence of employees' rosters specifying more than two different shift start times in any one (1) week period.
- (k) Sub-clauses 11.2.1 (a), (b), (c), (g), (i), and (j) do not apply to casual employees.
- (l) Subject at all times to the needs of the business, the parties will work towards the elimination of shifts with a start time between midnight and 4am, except where these shifts are necessary to satisfy operational business needs.

11.2.2 **Fixed and variable shifts**

- (a) The Company may roster employees on fixed and/or variable shifts having regard to the operational requirements of the business. This sub-clause 11.2.1(l) (a) does not apply to casual employees.
- (b) In rostering fixed shifts, the Company will, subject to business needs, give priority to volunteers for such shifts provided the employee possesses the requisite skills in the particular operational area. This sub-clause 11.2.1(l) (b) does not apply to casual employees.
- (c) Casual employees will receive 14 days' notice of shifts where possible, however the Company reserves the ability to vary any notified shift up to two (2) hours prior to the commencement of a shift. The Company agrees to take reasonable steps to first offer Early-Outs to relevant on-shift employees.

11.2.3 Variation to rostered shifts

- (a) Rosters may not accurately reflect business demands on any particular rostered shift. Consequently, it may from time to time be necessary for employees to work shortened and/or extended shifts.
- (b) Early-Outs & Late-Ins. Any arrangement for the working of a shortened shift (i.e. the Early-Out or Late-In option) will be implemented with the agreement of the employee concerned and will be paid in accordance with sub-clause 7.1.3 (Payment for Work Performed).

Early-Outs or Late-Ins must be taken only where an employee and the Company agrees. Employees must not be coerced into agreeing to an Early-Out or Late-In. This sub-clause 11.2.3(b) does not apply to casual employees,

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

In the instance of a public holiday, should a full-time employee organise a Shift Swap or Shift Give-away with a part-time employee that falls on a public holiday, or part on a public holiday, the full-time employee forgoes any payment for that shift, whilst the part-time employee will be paid for work performed in accordance with clause 21 (Public Holidays).

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

- (e) Personal Swaps. For Table Games Dealers only, Dealers may request Personal Swaps, whereby an employee who is rostered to work a particular shift either requests to swap that shift with a rostered day off or modify the start and/ or finish time of their shift. Personal swap requests must be made to their manager, only after a roster is published and where practicable, all other avenues to modify the shift (i.e. Annual Leave and Shift Swaps) have been exhausted. Approval of a request is subject to operational requirements.
- (f) Shift give-aways and pick-ups. Notwithstanding the above, rostering arrangements or an employee's rostered hours may be changed at any time by agreement between the Company and any two or more employees where the employees enter into a "shift giveaway" or "shift pick-up" arrangement. In these circumstances, the employee who picks up a shift will be paid for the hours actually worked at their ordinary hourly rate of pay and no overtime or other penalties will be payable by the Company to the employee/s. The employee who gives-away a shift will be considered to be on unpaid leave for the duration of the shift. The application of these "shift give-away" and "shift pick-up" arrangements will be in accordance with the following principles:
- (i) Full-time employees may pick-up up to two additional shifts (net) per roster cycle.
 - (ii) Part-time and casual employees may pick-up up to 24 hours of work (net), consistent with their normal rostered hours under sub- clauses 10.2 and 10.7.
 - (iii) Full-time and part-time employees may give- away up to 24 hours of work (net) per roster cycle.
 - (iv) Employees must ensure they do not enter into shift give-away or pick-up arrangements that result in them:
 - a. working more than 12 consecutive hours; or
 - b. working more than 8 consecutive days. This sub-

clause 11.2.3 (f)(iv)(b) does not apply to casual employees; or

c. working more than 4 consecutive 12- hour shifts; or

d. having less than 8 hours break between the completion of a rostered shift and the commencement of their next rostered shift.

(v) Full-time, part-time and casual employees who elect to pick-up shifts will be paid at ordinary rates for the shift/s (casuals will receive the 25% loading), even where the number of hours per cycle exceeds 152 (or 320 hours in an eight week cycle for Responsible Gaming Advisors). 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 (or 320 hours in an eight week cycle for Responsible Gaming Advisors) per cycle. *Note - casuals do not accrue leave, subject to sub-clause 6.5.3.*

11.2.4 Review of employee's roster

(a) An individual employee may request a review of his or her roster by providing in writing the reason for that review, where the employee considers and provides information to demonstrate that the roster is causing him or her personal hardship and/ or that in providing for a requested change in the roster the Company's business and its operations are not negatively impacted.

(b) The Company will consider, in good faith, whether any request received under (a) can be accommodated, taking into account the nature of the individual request and the business needs and what can be reasonably accommodated.

11.2.5 Departmental rosters

- (a) Without limiting the operation of clause 11 (Rosters), the Company and a group of employees (and if the employees request it, the Union), may by agreement set different rostering provisions from those referred to in this clause for any business unit or department or section of sub-section thereof.
- (b) Without limiting the operation of clause 11 (Rosters), and in accordance with sub-clause 26.2 of this Agreement, the Company will consult with employees and their representatives (if the employees request it) about significant changes to business unit roster patterns prior to any such changes being implemented. There is no requirement that the Company consult with employees or their representatives over minor or technical changes to rosters, or over changes to individual employees' rosters or rosters for distinct sections or sub-sections of any department or business unit. (Security Services is an example of a department for this purpose.

11.2.6 **Events and Conference Department rosters**

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

- (a) Rosters shall be published on a weekly basis, displaying one week at any time;
- (b) Employees will receive their roster for a given week no later than the Thursday of the previous week; and
- (c) Rostered shifts for full-time and part-time employees within this department may be amended or cancelled by the Company, only by agreement with the employee, with less than 7 days' notice. Due to the nature of casual employment, any casual employees shift may be cancelled and amended with appropriate communication to the employee.

11.2.7 Daylight saving

Consistent with sub-clause 7.1.3 (Payment for Work Performed), at any time when clocks are required to be adjusted due to the operation of daylight saving, payment shall be for hours actually worked rather than in accordance with the employee's recorded start and finish time.

12. Annual Leave

12.1 In satisfaction of annual leave entitlements arising under s. 87 of the Act eligible 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 ordinary hourly rate of pay.

Subject to sub-clause 12.11, 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 sub-clause 12.1 and in accordance with their election as set out below.

Each election by an employee under sub-clause 12.1.1 must be recorded in writing as an agreement with the Company (which will not be refused). For the purpose of this sub-clause the existing letters and/or ERIKA arrangements will be sufficient

12.1.1 In lieu of one week's annual leave per annum, receive a 25% loading on the remaining 4 weeks annual leave accrued during that year. This loading is payable when the employee takes or is being paid for that annual leave. For the avoidance of doubt, the 25% loading is the only payment the employee will receive as compensation for the one week's annual leave sacrificed in accordance with this clause; or

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

12.1.3 purchase an additional one week of annual leave to be used and paid for within the following financial year. For example, option selected 1 April 2020 will apply to the financial year 2021 which

begins 1 July 2020. The payments for the purchase of this leave will be deducted per fortnight from the employee's wages, based on a calculation of the value of the one week of leave spread over the relevant 12 month financial year period. If not used in that financial year, this remaining unused but purchased leave will be repaid to the employee at the conclusion of that financial year; or

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

12.1.5 purchase an additional two weeks of annual leave to be used and paid for within the following financial year. For example, option selected 1 April 2020 will apply to the financial year 2021, which begins 1 July 2020. The payments for the purchase of this leave will be deducted per fortnight from the employee's wages, based on a calculation of the value of the two weeks of leave spread over the relevant 12 month financial year period. If not used in that financial year, this remaining unused but purchased leave will be repaid to the employee at the conclusion of that financial year. This sub-clause 12.1.5 is only applicable to employees with greater than two years' continuous service at the time their election is made. Employees will receive confirmation of their election.

12.2 In addition to all the options available in this clause 12, employees may elect by reasonable notice to their manager (and complying always with sub-clause 18.4) to take up to an additional two weeks unpaid leave (leave without pay) per annum, which is not cumulative and is subject always to sub-clause 17.6, subject to the Company's operational requirements. Any such leave must be taken in one week blocks at any one time. For the avoidance of doubt, an employee is not required to have exhausted all leave entitlements as per sub-clause 18.5 to make an application under this sub-clause 12.2.

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

- 12.4 Annual leave will accrue on actual hours worked or paid for full-time and part-time employees, (excluding overtime and penalties) in accordance with the Act.
- 12.5 Accrued pro-rata annual leave may be taken by employees with Company approval.
- 12.6 The Company shall ensure the employee is provided with a response to their annual leave request within seven days. For the avoidance of doubt, the Company's response to a leave request shall include 'approved', 'denied', or 'waitlisted', or words to that effect.

12.7 Special Circumstances Annual Leave

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

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

- 12.8 Except for leave periods during which a part-time employee has already received a roster, annual leave payments made to the part-time employee will be calculated according to the greater of the minimum hours in the employee's part-time band or the average number of hours worked by the employee over the preceding three completed roster cycles before the leave commences.
- 12.9 Wherever practicable, the Company will encourage leave to be taken by employees as it accrues to minimise excessive leave accruals and promote a healthy work life balance.

- 12.10 Consistent with the objective of sub-clause 12.9, upon the giving of six weeks' notice, the Company may require a period of leave to be taken to ensure that employees do not accrue annual leave entitlements in excess of double their annual entitlement. If the employee has accrued more than double their annual leave entitlement per annum, the Company will first attempt to reach agreement with the employee on the timing of the taking of leave before providing such notice. In making such a direction, the Company will, at any one time, only direct the employee to take up to a quarter of their outstanding leave entitlement at the time the direction is given.
- 12.11 An employee can cash out any unused annual leave provided they will have at least four weeks annual leave balance remaining after the cash out. Any agreement to cash out unused annual leave under this clause must be recorded in writing as an agreement with the Company (which will not be refused), and must:
- 12.11.1 result in the employee being paid at least the full amount that would have been payable had they taken the leave being cashed out;
 - 12.11.2 state the amount of leave to be cashed out, the amount of the payment and the date payment will be made; and
 - 12.11.3 be signed by both the employee and the Company.
- 12.12 On termination of employment, accrued but untaken annual leave entitlements will be paid out to employees together with any applicable leave loading.
- 12.13 If any of the public holidays provided for in sub-clause 21.2.1 (Public Holidays) fall within an employee's period of annual leave, the following shall occur:
- 12.13.1 for a full-time employee, the public holiday will not be deducted from an employee's annual leave balance;
 - 12.13.2 for a part time employee who is rostered to work, the relevant number of hours for the public holiday will not be deducted from an employee's annual leave balance. Part time employees not rostered to work will not receive payment for the public holiday.
- 12.14 Any period of personal, carer's or compassionate leave that falls during a

period of annual leave and is taken in accordance with clause 13 (Personal/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.

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

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

12.16.1 For the purpose of this clause, "peak period" means the Christmas period and the Lunar New Year period, the dates of each of which will be published by the Company and by no later than August each year, but will range from late December to early January for the Christmas period, and January to April for the Lunar New Year period, but which peak periods may vary between departments. This clause 12.16.1 shall be subject always to the principles referenced in sub-clause 12.17.

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

12.16.3 Any application for annual leave during the peak periods is subject to this clause and sub-clause 12.15, and must be received no later than the dates specified and communicated by the Company each year but in any event will be no later than 30 September each year.

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

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

12.16.5 Any variation to the factors listed in sub-clause 12.16.4 will require General Manager or the relevant People and Culture Representative approval, and will be made only in the instance of exceptional circumstances.

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

12.16.7 Unsuccessful leave applications will be retained and allocated in accordance with 12.16.4 should any further vacancies for leave become available. Once the roster has been published for the peak period, leave will be administered in accordance with standard departmental procedures.

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

13. Personal/Carer's Leave

13.1 General Provisions

13.1.1 Full-time employees are, subject to the operation of this provision, entitled to 12 days of paid personal/carer's leave during a 12 month period of continuous service with the Company in accordance with the NES. Personal/carer's leave is cumulative.

13.1.2 Part time employees accrue personal/carer's leave on a pro rata basis, based on the full time entitlement at clause 13.1.1.

13.1.3 Personal/carer's leave will accrue progressively, in accordance with the Act, subject to sub-clause 11.2.3(f) (Variation to rostered shifts).

13.1.4 The accrual of personal/carer's leave is in accordance with clause 45 (Continuous Service).

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

13.2 Personal/Carer's Leave

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

- (a) An employee is required to notify the Company at least two hours before the commencement of a shift of their inability to attend work (unless a genuine reason exists for not giving such notice) and must also inform the Company of the reason and the estimated duration of the absence.
- (b) Employees may take up to five (5) single days of paid personal/carers 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 13.2.1(b) employees must provide the Company with proof of entitlement to paid personal/carers leave (a medical certificate or statutory declaration) in relation to any absence in the following circumstances:
 - (i) where the absence exceeds one day; and
 - (ii) where single day absences (for which a medical certificate or statutory declaration has not been provided) exceed five (5) days in any 12 month period from the relevant anniversary date of the employee's commencement of employment with the Company.
- (d) Employees may provide a statutory declaration for no more than two (2) single days each year (from the relevant anniversary date of that year of service, non-cumulative) for personal leave taken pursuant to sub-clauses 13.2.1 (c)(i), and (c)(ii) above.
- (e) On returning to work from any absence due to illness or injury, employees may be required to obtain a medical certificate prior to commencing their rostered shift to verify their fitness to work. This requirement will only apply in

exceptional circumstances.

- (f) A medical certificate or statutory declaration must be obtained on the day of the illness or injury, or as soon as practicable thereafter having regard to the nature of the illness or injury, but in any event before the employee returns to work. However the certificate or statutory declaration must clearly indicate the date or dates on which the employee was not fit for work.
- (g) A medical certificate is not required where an employee has been sent home by their immediate supervisor or manager due to illness or injury. In circumstances where the employee requests to leave the workplace due to illness or injury the supervisor or manager may request the employee obtain a medical certificate.
- (h) In this clause, a reference to a medical certificate means a certificate from a:
 - (i) registered general medical practitioner;
 - (ii) registered medical specialist, including a Fellow of the Royal Australian College of Surgeons;
 - (iii) dentist, for emergency dental work only;
 - (iv) registered Chinese Medicine practitioner;
 - (v) chiropractor, osteopath or physiotherapist or other Registered Health Practitioner.
- (i) A medical certificate will not, as a general rule, be accepted by the Company if the certificate:
 - (i) is undated or unsigned;
 - (ii) is issued from a person other than those listed above;
 - (iii) is incomplete;
 - (iv) is issued after the date of the return to work;
 - (v) does not state that the employee was unfit for work.
A medical certificate must state the practitioner's

opinion that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

- (j) Providing an altered, falsified or forged medical certificate will be regarded as fraud, and constitutes serious and wilful misconduct which is grounds for termination of employment.
- (k) The Company will not pay personal/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.

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

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

- (a) up to ten (10) days personal/carer's leave in advance of its accrual;
- (b) up to five (5) weeks annual leave in advance of its accrual (or equivalent yearly annual leave accrual where the employee has elected to take their leave loading as per sub-clause 12.1 (Annual Leave)); and
- (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 sub-clause 17 (Long Service Leave).

The period of any additional leave in advance, and the conditions on which the leave may be granted, will be at the discretion of the

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

13.3 Compassionate Leave

13.3.1 An employee (other than a casual 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:

- (a) 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
- (b) dies.

13.3.2 The employee is entitled to compassionate leave only if the employee provides the Company with evidence that the Company reasonably requires of the illness, injury or death. Employees must comply with the requirements set out above (sub-clause 13.2.113.2.1(a) and sub-clause 13.3.1) to be eligible for paid leave.

13.4 Carer's Leave

13.4.1 Employees are entitled to access all or part of their personal/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 employee.

13.4.2 An employee is required to give advance notice of any such leave wherever possible, however, as a minimum the employee will notify the Company at least two hours before the commencement of their shift. The employee must also inform the Company of the circumstances necessitating the leave and the estimated duration

of the absence. Further, the provisions of sub-clause 13.2.2 continue to apply, except that the medical certificate should also identify the relationship between the employee and the person requiring care and support.

13.4.3 An employee may, at their discretion, access their annual leave accrual for use in carer's leave circumstances, subject to the above (sub-clauses 13.2.1, 13.4.1 and 13.4.2).

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

14. Parental Leave Unless otherwise stated in this clause, the entitlements of employees to parental leave are governed by the Act. A summary of these entitlements will be made available to employees by the Company on request. An employee, other than a casual employee, is not entitled to leave under this clause (other than unpaid pre-adoption leave or unpaid no safe job leave) unless the employee has, or will have, completed at least 12 months of continuous service with the Company immediately before the date of which the employee's period of leave is to start; or the date of birth; or day of placement. Regular casual employees as defined in the Act will be entitled to leave in accordance with the Act.

14.2 For the purpose of this clause the following definitions apply:

Eligible Employee means the following employees who have or will have responsibility for the care of a child who is born to, or placed for adoption with, the Employee, the Employee's spouse or the Employee's de facto partner, including same sex spouses or partners:

14.2.1 Permanent full time or part time employees with at least 12 months' continuous service prior to commencing parental leave;
or

14.2.2 Casual employees who have been employed on a regular and systemic basis for at least 12 months of continuous service prior to commencing parental leave and who, but for the leave, would have a reasonable expectation of continuing employment on a regular and systematic basis.

Government Paid Parental Leave means an amount of parental leave pay or dad and partner pay, as applicable, under the Australian Government Paid Parental Leave scheme.

Top Up Pay means the Eligible Employee's average weekly pay for the relevant paid leave entitlement period less any Government paid parental Leave the Eligible Employee is entitled to receive. Eligible Employees who are not entitled to receive Government Paid Parental Leave will be entitled to receive the full average weekly pay for the relevant paid parental leave period.

- 14.3 Subject to clause 42 (Policies and Procedures) of this Agreement, Eligible Employees will be entitled to Top Up payments in accordance with the terms of Crown's Parental Leave Policy as amended from time to time, provided that the Top Up payments will be no less than provided for below. Under the terms of this policy as at the date this Agreement was made the following Top Up payments applied:

Leave Type	Unpaid Leave Entitlement (inclusive of any Paid Leave)	Paid Leave Entitlement
Primary Carer	Up to 52 weeks with the right to request an additional 52 weeks.	Up to 12 weeks Top Up Pay.
Secondary Carer	Up to 8 weeks.	Up to 2 weeks Top Up Pay.
Couples (where the primary and secondary carers are in a spousal or de facto relationship and are both Eligible Employees)	Up to 52 weeks with the right to request an additional 52 weeks for primary carers and up to 8 weeks for secondary carers.	Up to 14 weeks Top Up Pay.

Surrogate	Up to 52 weeks with the right to request an additional 52 weeks.	Up to 6 weeks Top Up Pay
Special (in the case of stillbirth or infant death that occurs from 28 weeks gestation onwards)	Up to 52 weeks with the right to request an additional 52 weeks.	Up to 6 weeks Top Up Pay for the birth parent and up to 2 weeks Top Up Pay for the spouse or de facto of the birth parent.

In addition to the above entitlements, Eligible Employees are entitled to be paid for up to 10 keeping in touch days during their 52 week parental leave period.

- 14.4 Parental leave must be taken and used within the first 12 months of the date of birth or adoption of the child for which the Eligible Employee is to have responsibility for.
- 14.5 Eligible Employees wishing to access their Parental leave Entitlements must advise their manager, or workforce planning department of the Leave Type and leave Entitlement that they wish to apply using the appropriate leave form.
- 14.6 The Company will meet requests from full-time employees returning from parental leave for temporary part-time work of up to twelve months in the first instance to assist these employees with their transition back to work and their status as a carer. The initial period may then be extended by the employee for a further period of part-time work of up to twelve months. The Company will also meet requests from part-time employees returning from parental leave for temporary part-time work on a lesser part-time band for up to twelve months in the first instance. The initial period may then be extended by the employee for a further period of up to twelve months. Thereafter, the Company will consider requests for flexible working arrangements in accordance with clause 16 (Individual Flexibility Arrangements) of this Agreement to further assist these employees with their transition back to work and their status as a carer.
- 14.7 The Company will consider roster requests from employees transitioning

back to work under these arrangements taking into account the operational requirements of the business and its peak trading periods and will endeavour, where practicable, to meet such requests.

- 14.8 At the end of the period of part-time employment or part-time employment on a lesser band, the employee must elect either to remain in their new part-time employment arrangements, or revert to their original employment arrangements (full-time or part-time as the case may be), subject in either case to normal rostering principles.
- 14.9 During the life of this Agreement the Company will implement any parental leave scheme with which it is required by law to comply.
- 14.10 It is understood that the Company's Parental Leave Policy may be amended from time to time, in which case any terms of this clause that are impacted as a result of such amendments will operate in accordance with the amended terms in the policy, provided that the Top Up payments will be no less than provided for in sub-clause 14.3 above.

15. Pandemic Leave

- 15.1 The provisions in this clause apply only with respect to a disease that is, at the relevant time, declared to be a pandemic by the Australian Federal Government or the Victorian State Government (**Pandemic Disease**).
- 15.2 Full time, part time and Eligible Casual Employees are entitled to paid pandemic leave as set out in this clause on each occasion where the employee is unable to work (including by working from home) because:
- 15.2.1 the employee is required by law or public health authorities to self-isolate or quarantine because the employee has contracted a Pandemic Disease or has come into contact with a person who has contracted a Pandemic Disease; or
- 15.2.2 the employee is suffering from symptoms of the Pandemic Disease;
or
- 15.2.3 the Company directs the employee to not attend at work because the employee may be infectious with a Pandemic Disease,
- for up to a maximum of three occasions in each 6 month period running from January to June and July to December (inclusive).
- 15.3 The amount of paid pandemic leave to which the employee is entitled on

each occasion will be the lesser of:

- 15.3.1 5 days; or
 - 15.3.2 the time that the employee is unable to work in accordance with clause 15.2.
- 15.4 Payment for pandemic leave will be at the employee's ordinary hourly rate of pay per clause 7.4, exclusive of any other penalties, loadings or allowances:
- 15.4.1 for full time and part time employees, for the rostered ordinary hours the employee would otherwise have worked;
 - 15.4.2 for casual employees, for the rostered ordinary hours the employee would otherwise have worked OR the average hours worked by the employee during the relevant period based on the previous 6 months, whichever is the greater.
- 15.5 An employee is not entitled to any payment under this clause if, at the time of taking the leave in accordance with clause 15.2, they are on any form of unpaid leave or unpaid absence.
- 15.6 Where the employee is entitled to a payment from the Federal or State government to compensate the employee for being unable to work due to having contracted or been exposed to a Pandemic Disease, any payment made in accordance with this clause will be reduced by the amount of that government payment.
- 15.7 An employee must provide evidence to the Company of the circumstances set out in clause 15.2 in order to be entitled to paid pandemic leave. In the case of COVID-19, an employee must provide evidence of a positive rapid antigen test and of having registered that positive test result with the Victorian Government.
- 15.8 For the purposes of this clause 15, "**Eligible Casual Employees**" are those who:
- 15.8.1 have worked for the Company for at least 12 months; and
 - 15.8.2 have worked on a regular and systematic basis during the 6 months prior to accessing the period of pandemic leave; and
 - 15.8.3 are not receiving any government assistance such as the Victorian

Government's Sick Pay Guarantee.

15.9 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.

16. Individual Flexibility Arrangements

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

16.1.1 the Agreement deals with one (1) or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances;
- (e) complying Superannuation fund;
- (f) leave loading; and

16.1.2 the arrangement meets the genuine needs of the Company and employee in relation to one (1) or more of the matters mentioned in sub-clause 16.1.1; and

16.1.3 the arrangement is genuinely agreed to by the Company and employee.

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

16.2.1 are about permitted matters under section 172 of the Act; and

16.2.2 are not unlawful terms under section 194 of the Act; and

16.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

16.3 The Company must ensure that the individual flexibility arrangement:

16.3.1 is in writing; and

16.3.2 includes the name of the Company and employee; and

16.3.3 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

16.3.4 includes details of:

- (a) the terms of the Agreement that will be varied by the arrangement; and
- (b) how the arrangement will vary the effect of the terms; and
- (c) 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

16.3.5 states the day on which the arrangement commences.

16.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

16.5 The Company or employee may terminate the individual flexibility arrangement:

16.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

16.5.2 if the Company and employee agree in writing — at anytime.

17. Long Service Leave

17.1 Subject to the *Long Service Leave Act 2018* (Vic) as amended or replaced from time to time, an employee's entitlement to long service leave is as follows:

17.1.1 Full-time and part-time employees are entitled to long service leave in accordance with the *Long Service Leave Act 2018* (Vic).

17.1.2 Casual employees will be entitled to long service leave where they meet the requirements of the *Long Service Leave Act 2018* (Vic).

17.1.3 Long service leave will still accrue during:

- (a) a period of unpaid leave (including unpaid parental leave) of 52 weeks or less;
- (b) in relation to periods of unpaid leave in excess of 52 weeks,

the initial 52 weeks;

(c) leave taken on account of illness or injury.

17.1.4 Eligible employees are entitled to long service leave after completing 7 years of continuous service with the Company, in an amount based on 1/60th of the employee's total period of continuous employment less any period of long service leave taken during that period.

17.1.5 Long service leave will be paid on an employee's ordinary pay within the meaning of the *Long Service Leave Act 2018* (Vic) at the time of taking long service leave;

17.1.6 Long service leave may be taken in any period or periods in accordance with the *Long Service Leave Act 2018* (Vic);

17.1.7 If an employee does not have fixed normal weekly hours under their employment contract, or if the employee's normal weekly hours have changed in the 104 weeks immediately before starting long service leave, their long service leave payments will be calculated according to:

(a) the average weekly number of hours worked by the employee in the 12 months immediately before they take long service leave; or

(b) the average weekly number of hours worked by the employee in the five years immediately before they take long service leave; or

(c) the average weekly number of hours worked by the employee in their last period of continuous employment immediately before they take long service leave,

whichever is the greater.

17.1.8 If any of the public holidays provided for in sub-clause 21.2 (Public Holidays) fall within an employee's period of leave, the following shall occur:

(a) if a public holiday falls within a full-time employee's period of long service leave, the relevant number of hours for the public holiday will be re-credited to the employee's long service leave balance;

- (b) in accordance with sub-clause 6.3 (Full-time and part-time employees), part-time employees are not entitled to payment for public holidays not worked unless the public holiday falls on a day on which the employee would have been rostered to work. A public holiday falling within a part-time employee's period of long service leave will be treated as a rostered day off and will not be paid, unless the employee elects to receive payment for the day as long service leave (in which case it will be deducted from their long service leave balance and paid accordingly).

18. Leave without Pay

- 18.1 In addition to the entitlement in sub-clause 12.2, additional leave without pay may be granted to employees at the Company's discretion.
- 18.2 Leave without pay may be granted to cover circumstances including but not limited to:
 - 18.2.1 a personal or family necessity or emergency;
 - 18.2.2 full-time study;
 - 18.2.3 extended interstate or overseas holiday.

Employees will not ordinarily be granted leave without pay in order to work elsewhere.
- 18.3 Factors to be considered in deciding whether, or for how long, leave without pay shall be granted include, but are not limited to, the employee's length of service and their performance.
- 18.4 Applications for leave without pay must be in writing.
- 18.5 Employees must have exhausted all their annual and long service leave entitlements (where eligible) before leave without pay will be granted.

19. Family and Domestic Violence Support

- 19.1 The Company recognises that family and domestic violence may seriously impact an individual, their family and the workplace, and has impacts on the community.
- 19.2 Employees may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The Company is

committed to providing support to employees that experience family and domestic violence, and providing a safe working environment.

- 19.3 An employee experiencing family and domestic violence may raise this with, and seek assistance from, their Supervisor/Manager or People and Culture Representative at any time.
- 19.4 Information concerning matters of family and domestic violence will be treated confidentially by the Supervisor/Manager or People and Culture Representative and will only be divulged if required by law or to maintain the safety of the employee or any other employee.
- 19.5 Full and part time employees who are experiencing family and domestic violence are entitled to uncapped paid special family and domestic violence leave for the purpose of attending medical appointments, legal appointments and proceedings, counselling, relocation, to make other safety arrangements, and other activities related to family and domestic violence. In the case of part time employees this will apply to leave taken on the employee's rostered hours.

Casual employees who are experiencing family and domestic violence are entitled to uncapped unpaid special family and domestic violence leave. From 1 February 2023, casual employees will have an entitlement to ten days paid special family and domestic violence leave under the Act, to be paid at the employee's full rate of pay worked out as if the employee had worked the hours in the period for which the employee was rostered. This entitlement does not accrue progressively and will reset on the day of the anniversary of when an employee's employment started.

- 19.6 The time an employee is on unpaid special family and domestic violence leave does not count as service, but it does not break the employee's continuity of service.
- 19.7 An employee wanting to access special family and domestic violence leave, whether paid or unpaid, under this clause, may apply using the applicable standard leave application process.
- 19.8 An employee may be required to provide reasonable evidence where they request special family and domestic violence leave. This evidence can be in the form of an agreed document issued by the police, a court, a medical practitioner, a family and domestic violence support service or lawyer, and may include a statutory declaration, or such other evidence that would

satisfy a reasonable person that the leave is being taken for the purpose specified in this clause. Such evidence must be provided as soon as practicable (which may be a time after the leave has started).

- 19.9 Provided that Crown will take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.

Provided further that nothing in this clause prevents Crown from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Crown recognises that information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Crown will consult with such employees regarding the handling of this information.

- 19.10 An employee experiencing family and domestic violence from a member of the employee's family may request flexible working arrangements in accordance with clause 16 (Flexible Working Arrangements) of this Agreement. An employee requesting temporary additional support may also do so in consultation with their manager and/or People and Culture Representative.

- 19.11 It is understood that Crown's Family and Domestic Violence Support Policy may be amended from time to time, in which case any terms of this clause that are impacted as a result of such amendments will operate in accordance with the amended terms in the policy, provided that the entitlement to leave in sub-clause 19.5 will be no less than provided for in this Agreement.

20. Overtime

- 20.1 Full-time employees may be required to work a reasonable amount of overtime from time to time. Part-time employees shall work additional hours in accordance with the Company's operational requirements subject to the provisions of sub-clause 20.2.2. 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.

20.2 Subject to sub-clause 20.4, employees are entitled to paid overtime at the rate of time and one half calculated at their ordinary hourly rate of pay for the first two hours of overtime worked and double time thereafter for hours actually worked. Payment for overtime shall be made as follows:

20.2.1 Full-time employees

- (a) for actual hours worked in excess of 152 hours in any 4 week roster period (320 hours in any eight week roster period for Responsible Gaming Advisors) except under the shift pick-up, swap and give-away provisions; or
- (b) for actual hours worked in excess of their rostered number of hours for a particular shift; or
- (c) for actual hours worked on a rostered day off (*Note: the Company will carefully monitor the incidence of employees working on rostered days off and being absent on any other shift during the roster period*); or
- (d) where the employee has not had a 10 hour break between rostered shift or an 8 hour break as provided by sub-clause 6.7.4 (Contract of Employment) and paragraph 11.2.1(e) (Rostering arrangements)); or
- (e) where the employee works more than 8 consecutive days; provided that no employee shall be paid more than once under this provision for any overtime worked.

20.2.2 Part-time employees

- (a) for actual hours worked in excess of 152 hours in a 4 week cycle, except under the shift pick-up, swap and give-away provisions; or
- (b) for actual hours worked which exceed 12 hours on any one particular shift; or
- (c) where the employee has not had a 10 hour break between rostered shifts or an 8 hour break as provided by sub-clause 6.7.4 (Multi-hire) and sub-clause 11.2.1(f) (Rostering arrangements); or
- (d) where the employee works more than 8 consecutive days; or

(e) where the employee is rostered above their prescribed band without their agreement.

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

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

20.2.3 **Casual employees**

(a) for actual hours worked in excess of 152 hours in any 4 week roster period (320 hours in any eight week roster period for Responsible Gaming Advisors) except under the shift pick-up, swap and give-away provisions; or

(b) for actual hours worked which exceed 12 hours on any one particular shift;

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

20.3 As an alternative to receiving any payment for additional hours worked and subject to sub-clause 22 (Time Off In Lieu), full-time and part-time employees may elect, with the agreement of their supervisor or manager, to take time off with pay at their ordinary hourly rate equivalent to the hours actually worked as overtime. Such time off must be taken at a time agreed between the Company and the employee. Application for taking time in lieu must be made and will be granted in accordance with Company policies and procedures.

20.4 The provisions of sub-clause 20.2 do not apply:

20.4.1 in relation to hours worked pursuant to multi-hire arrangements under sub-clause 6.7 (Multi-hire) (except in relation to the operation of sub-clause 6.7.4;

20.4.2 where the entitlement to overtime occurs as a result of the circumstances provided for in sub-clauses 11.2.3(c), 11.2.3(d) or 11.2.3(f) (Variation to rostered shifts).

20.5 Pre-start overtime will be paid to a full-time employee in circumstances where the employee is asked by the Company to commence work prior to their rostered start time where the number of hours worked on that shift is

greater than the number of hours originally rostered. In such a case, the employee will be paid at overtime rates from their actual start time until their rostered start time.

20.6 For the purposes of calculating an employee's entitlement to overtime payments under the above sub-clauses 20.2.120.2.1(a) or 20.2.220.2.2(a) of this Agreement, paid leave taken in accordance with clauses 12 (Annual Leave), 13 (Personal/Carer's Leave) and 17 (Long Service Leave) will be regarded as time worked.

21. Public Holidays

21.1 If an employee is rostered to work on a public holiday or part thereof, the employee shall be paid double time calculated at their ordinary hourly rate of pay for all time actually worked on the public holiday.

21.2 For the purposes of sub-clause 21.1:

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

21.2.2 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 21.2.1 the proclaimed days will be public holidays for the purposes of this Agreement, in lieu of those holidays referred to in sub-clause 21.2.1;

21.2.3 despite sub-clause 21.2.2, full-time employees who work permanent Monday to Friday shifts are entitled to observe all the public holidays listed in sub-clause 21.2.1 on the days proclaimed, i.e., including on days proclaimed in lieu of New Year's Day, Christmas Day and Boxing Day;

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

21.2.5 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.

- 21.3 Each full-time employee will be paid 7.6 hours (8 hours for Responsible Gaming Advisors) pay at their ordinary rate of pay for each public holiday, providing the holiday falls on a day of the week for which the employee is regularly rostered to work. For example, full-time employees who work permanent Monday to Friday shifts are not entitled to receive a payment under this provision for Easter Saturday.
- 21.4 Full-time employees may, subject to sub-clause 22.1 (Time Off in Lieu), elect to receive time-in-lieu instead of their ordinary rate of pay for public holidays that fall on their rostered days off. Employees may make their election only as at 1 April each year for the following twelve- month period. Application for this time off must be made and will be granted in accordance with relevant Company policies and procedures.
- 21.5 A full-time employee who performs work on a public holiday will be entitled to receive the following:
- 21.5.1 payment at double time for all time worked on the public holiday in accordance with sub-clause 21.1; and
 - 21.5.2 where the time worked on the public holiday is less than 7.6 hours, payment at their ordinary hourly rate of pay for the amount of time equal to the difference between 7.6 hours and the time worked.
- 21.6 Full-time and part-time employees may, subject to sub-clause 22.1 (Time Off in Lieu), elect to work on public holidays at their ordinary hourly rate and take time off equivalent to the hours worked also paid at such rate. Employees may make their election only as at 1 April each year for the following twelve month period. Application for this time off must be made and will be granted in accordance with Company policies and procedures.
- 21.7 For the avoidance of doubt, the maximum rate payable to an employee who performs overtime on a public holiday is double time.

22. Time Off in Lieu

- 22.1 Pursuant to the arrangements provided for by sub-clauses 20.3 (Overtime) and 21.6 (Public Holidays), full-time and part-time employees will be able to accrue time in lieu of overtime and public holiday payments.

- 22.2 As at 1 March each year, the Company will transfer each employee's time-in-lieu balance to the employee's annual leave balance. Time-in-lieu will be converted to annual leave in a manner consistent with the employee's election under sub-clause 12.1 (Annual Leave).
- 22.3 On termination of employment, an employee's current balance of accrued but untaken time-in-lieu will be paid out to the employee.

23. New Year's Eve

- 23.1 If an employee is rostered to work on New Year's Eve (31 December), the employee shall be paid double time calculated at their ordinary hourly rate of pay for all time actually worked between 12 noon and midnight.
- 23.2 The rate of pay for a casual employee will be double time of the ordinary rate of pay applicable to a full-time or part-time employee in their equivalent classification for the hours actually worked.
- 23.3 The maximum rate payable to an employee who performs overtime after 12 noon on New Year's Eve is double time.
- 23.4 The parties acknowledge that the rates of pay provided for in clause 7 (Salaries) and clause 21 (Public Holidays) and at Attachment A of this Agreement reflect the appropriate rates of pay, and that this special New Year's Eve provision should in no way be viewed as a standard arrangement that should apply to any other public holiday eves.

24. Meal Breaks and Rest Breaks

- 24.1 Subject to sub-clause 24.4 below, employees who work a minimum of five continuous hours are entitled, after this period, to an unpaid meal break of 30 minutes. However, if the meal break is not taken within six hours of the start of the shift, the employee shall be paid at 1.5 times their ordinary hourly rate of pay commencing from six hours after the shift started until the break is taken.
- 24.2 During the course of a meal break, employees will be entitled to one duty meal in the "IDs" staff restaurant in accordance with Company policies and procedures. Dealers and employees rostered for 12-hour shifts will be entitled to two duty meals per shift. Employees will not be required to commence their meal break until they have worked at least 90 minutes of their rostered shift.

- 24.3 Subject to sub-clause 24.4, in addition to the unpaid meal break provided in sub-clause 24.1:
- 24.3.1 employees employed as a Customer Service Attendant Gaming Machines and Service Executives Gaming Machines will be entitled to one paid rest break of fifteen (15) minutes duration to be taken during each four (4) hours of continuous work;
 - 24.3.2 all other employees, except Customer Service Attendants Gaming Machines, Dealers and Service Executives, will be entitled to one paid rest break of fifteen (15) minutes duration for shifts in excess of four hours, with the time at which these breaks are to be taken to be determined by the Company subject to operational requirements. This may include the Company requiring rest breaks being taken in conjunction with meal breaks, except where an employee is required to take their meal break in the first four hours of their rostered shift;
 - 24.3.3 employees who are required to work in excess of the maximum span of hours provided for in paragraph 11.2 (Rostering arrangements) (that is, twelve (12) hours) are entitled to a paid break of twenty (20) minutes provided the employee continues to work after the break is taken.
- 24.4 Dealers, including for the removal of doubt Dealers performing Higher Duties, are entitled to paid rest breaks at times agreed with the Company on the following basis:
- 24.4.1 the total break time will be a minimum 20% of the Dealer's rostered shift, excluding breaks;
 - 24.4.2 each break will be not less than ten (10) minutes nor more than thirty (30) minutes, provided that for Dealers in Training one break may be for up to forty (40) minutes.
- 24.5 For the avoidance of doubt, employees working twelve (12) hour shifts are entitled to one (1) unpaid meal break of thirty (30) minutes, one (1) unpaid meal break of twenty (20) minutes, and the breaks referred to in sub-clause 24.3, as appropriate.
- 24.6 In the context of the above meal and rest breaks, it is acknowledged that an employee may require a comfort (toilet) break and this will be

accommodated by the Company where reasonable, (taking into account all and any prior and subsequent breaks), and where allowed that break lasts no longer than five minutes.

25. Superannuation

25.1 Upon commencement of employment, employees will be provided with a superannuation standard choice form to allow them to nominate their preferred fund.

25.2 Where the employee does not nominate a fund, the Company will confirm with the Australian Tax Office whether the employee has a Stapled Fund and:

25.2.1 if the employee has a Stapled Fund, the Company will make superannuation contributions on the employee's behalf into that Stapled Fund;

25.2.2 if the employee does not have a Stapled Fund, the Company will make superannuation contributions on the employee's behalf to one of the following superannuation funds:

(a) HOST-PLUS Executive Superannuation Fund; or

(b) AMP SignatureSuper (if the employee requests it).

25.3 No more often than once every twelve months, employees may elect to transfer to a different superannuation fund upon the giving of the appropriate written notice. Employees are encouraged to obtain independent financial advice before electing to transfer between funds.

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

26. Change Consultation

26.1 Major change

26.1.1 Company's obligation to notify

(a) If the Company makes a definite decision to introduce major changes in production, program, organisation, structure or technology in relation to its enterprise and the changes are

likely to have significant effects on employees, the Company shall notify the employees as soon as practicable in writing who may be affected by the proposed changes of its decision to introduce major change in accordance with this sub-clause 26.1.

- (b) The relevant employees may appoint a representative for the purpose of the procedures set out in sub-clause 26.1. If a relevant employee appoints, or relevant employees appoint, a representative for the purpose of consultation and the employee or employees advise the Company of the identity of the representative, the Company must recognise the representative.
- (c) In this sub-clause 26.1, a major change is likely to have a significant effect on employees if it results in termination of employment of employees, major changes in the composition, operation or size of the Company's workforce or in the skills required of employees, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. For the avoidance of doubt, a change that results in a single position redundancy is not a major change for the purposes of this clause.

26.1.2 Company's obligation to discuss change

- (a) The Company shall discuss with the employees affected and their representatives, the introduction of the changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and their representatives in relation to the changes.
- (b) The discussions with the employees affected and their representatives shall commence as early as practicable after the Company has made its decision under sub-clause 26.1.1(a).
- (c) For the purposes of such discussion, the Company shall

provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would not be in the Company's interests.

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

26.1.4 **Company's obligation to mitigate effects**

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

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

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

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

26.1.8 The Company will provide the employees the opportunity to have meetings with it to consult on the change in accordance with this clause 26.1 over the period of a month commencing on the date notification is provided by the Company in accordance with sub-clause 26.1.1.

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

In the event that one or more parties do not follow the above process in relation to consultation regarding its decision under sub-clause 26.1.1, the parties will comply with the issue resolution procedure to resolve the issue.

26.2 Roster changes

- 26.2.1 This sub-clause applies where the Company proposes to introduce a change to the regular roster or ordinary hours work of employees.
- 26.2.2 Where the Company proposes to introduce a change of the kind referred to in sub-clause 26.2.1, it must notify the employees who may be affected by the change (relevant employees) of the proposed change.
- 26.2.3 As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the relevant employees the introduction of the change;
 - (b) for the purposes of the discussion, provide to the relevant employees all relevant information about the change including its nature, information about what the Company reasonably believes will be the effects of the change on the employees, and information about any other matters that the Company reasonably believes are likely to affect the employees; and
 - (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).
- 26.2.4 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 26.2.5 The Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 26.2.6 The relevant employees may appoint a representative for the purposes of the procedures in this sub-clause. If they do so and advise the Company of the identity of the representative, the Company must recognise the representative.

27. Recognition of Union

- 27.1 The Company and the employees commit themselves to promote a harmonious and productive workplace environment in which employees are committed to the Company's operations, and to ensure that agreed issue settlement procedures will be strictly followed and that unprotected

industrial action does not occur.

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

28. Equal Employment Opportunity

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

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

29. Occupational Health and Safety

29.1 In accordance with its obligations under the *Occupational Health and Safety Act 2004* (Vic) (as amended or replaced from time to time) and the objective of preventing illness and injury in the workplace, the Company is committed to providing safe working conditions, promoting and encouraging safe working practices and providing training, instruction and information on appropriate measures for dealing with occupational hazards.

29.2 Employees and health and safety representatives recognise that they have obligations in relation to workplace health and safety. Consequently, employees and health and safety representatives will conduct themselves in a responsible manner and perform their tasks so as to comply with established practices and procedures designed to promote safe working arrangements.

29.3 The Company shall conduct inductions with all its new employees according to their specific roles, which incorporates safety awareness, familiarisation and education required for employees to undertake their duties safely within their work environment. The relevant health and safety representative will attend where practicable, otherwise the contact details of the relevant health and safety representative shall be provided to the employee. Inductions will also include how to raise a hazard or incident through Crown's health and safety system.

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

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

29.6 The Company will ensure that all elected health and safety representatives and their respective designated work group are clearly identified in a prominent location at the workplace. Health and safety representatives will be identified by their name and a photograph.

29.7 Working in extreme temperatures

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

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

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

30. Issue Resolution Procedure

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

and resolved at the workplace level.

30.2 The Company, employees and the Union will follow the procedure set out in this clause for addressing disputes relating to a matter arising under this Agreement, or the National Employment Standards. At all times, work will continue without disruption and at the direction of the Company.

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

30.4 Procedures for the resolution of disputes about workplace issues

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

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

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

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

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

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

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

- (c) This shall be provided to the employee within one week of the issue reaching any stage of the issue resolution procedure above.
- (d) Should the Company fail to meet these requirements above within the specified timeframe, the employee may elect to escalate the dispute to the next level of the dispute resolution procedure.

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

- 30.5.1 If a dispute in relation to a matter arising under this Agreement or the National Employment Standards remains unresolved after each step in sub-clause 30.4 of this Agreement has been complied with, a party to the dispute may refer the dispute to the FWC or other agreed mediator, conciliator or arbitrator for conciliation.
- 30.5.2 Employee/s will refrain from organising and/or engaging in any unprotected industrial action in respect of an unresolved workplace dispute and adhere to clause 5 (Objectives of the Agreement) in both spirit and in practice while it is under referral pursuant to sub-clause 30.5.1 above.
- 30.5.3 Employee/s will comply with sub-clause 30.5.2 and continue to work without any disruption and at the direction of the Company while an unresolved workplace issue is under referral pursuant to sub-clause 30.5.1 above.
- 30.5.4 The FWC or other agreed mediator, conciliator or arbitrator proceed to arbitrate and determine the dispute if conciliation is unsuccessful.
- 30.5.5 The decision of the FWC or other such body or person will be final, but will not in any way interfere with or limit the rights of the parties under the Act.

30.6 Appeals

- 30.6.1 Where an employee has been subject to a process under the Conduct and Counselling Policy and the employee believes the outcome is harsh or otherwise unfair the employee may seek an internal review of that outcome, provided that this is not applied

to termination matters.

- 30.6.2 Such a review will be conducted by an appropriate Company representative not involved in the initial investigation or process and will be commenced within 7 days and completed within a reasonable timeframe. The review process must allow the employee to submit (in writing or in person) why they believe the initial outcome is harsh or unfair. Employees have the right to have a representative assist them during the review process (including the Union and its delegates).

31. Allowances

31.1 First aid allowance

An employee (other than one who performs first aid duties as a primary function of their employment) who holds a current recognised first aid qualification and is appointed by the Company to perform first aid duties will be entitled to an allowance for each ordinary hour worked (refer to Attachment A). Such full-time and part-time employees will receive the abovementioned allowance, but in all cases will be paid a minimum of fortnightly allowance (refer to Attachment A) irrespective of hours worked in that period.

31.2 Licensing allowance

- 31.2.1 It is the employee's responsibility to pay the licence fee required by the VGCCC in circumstances where the employee does not hold a current casino licence which enables the employee to perform the required work in Victoria.
- 31.2.2 The Company will reimburse the licence fee paid by the employee following 12 months of continuous service in a licensed position and upon presentation of a receipt.
- 31.2.3 The Company will pay the required fee for any licence renewal set by the VGCCC.

31.3 Split shift allowance

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

31.4 Laundry Attendant allowance

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

32. Employee Records

32.1 The Company will maintain employee records which will show:

- Company name
- the Australian Business Number of the Company
- employee's name
- employment status (full time, part time, temporary, casual)
- job classification
- date of commencement of employee's employment
- starting and finishing times for each shift
- total hours worked in each pay period
- gross salary
- rate of remuneration paid to employee
- taxation deductions
- authorised deductions
- overtime payments
- other allowances or payments
- net pay
- leave taken and balances
- leave cash out amounts

- superannuation contributions
- individual flexibility arrangement
- termination of employment

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

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

33. Termination of Employment

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

Employee's period of continuous service with the Company	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice which must be given by the Company only is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the Company. Additionally, notice periods are increased by 2 weeks' in the case of redundancy, as per sub-clause 34.5. This sub-clause 33 does not apply to casual employees.

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

33.3 Subject to the Act the Company may deduct from an employee's salary any of the following:

33.3.1 the value of any uniforms, equipment or other property which is

not returned to the Company immediately upon termination;

33.3.2 the monetary equivalent (calculated on the employee's salary) of any period of notice or part of that period that the employee is required to give to under sub-clause 33 but which the employee failed to work.

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

34. Redundancy

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

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

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

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

34.3 If the redundancy situation arises because of a major change within the meaning of clause 26 of this Agreement, prior to the decision taking effect, the Company shall consult with affected employees in accordance with clause 26. As part of this consultation process, the Company will consider measures to mitigate the effects of the change. Where practical, the Company will consider volunteers for redundancy before implementing involuntary redundancies.

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

Continuous service with the Company	Severance
Less than 1 year	2 weeks
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years but less than 11 years	20 weeks
Thereafter	1 additional week for each continuous year of service up to a maximum of 40 weeks in total including the payments for up to 10 years' service; for example, 20 years continuous service = 30 weeks' severance payment.

34.5 The severance payments in the above table do not include an amount payable in lieu of the period of notice given pursuant to sub-clause 33 (Termination of Employment). In the case of redundancy, notice periods are to be increased by 2 weeks.

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

continuous service with the Company.

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

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

34.9 Job Search Entitlement

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

34.10 Outplacement Support

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

35. Uniforms and Equipment

35.1 Uniforms

Where uniforms are required to be worn, they will be provided to employees by the Company. The uniforms remain at all times the property of the Company. The Company will launder the uniforms (including the apparel of kitchen personnel) at no cost to employees. However, a full-time employee will be paid a fortnightly allowance as provided in Attachment A and a part-time or casual employee will be paid a fortnightly allowance as also provided in Attachment A in circumstances where the Company requires the employee to launder their uniforms.

35.2 Equipment

The Company will provide employees with the equipment and implements which the Company considers necessary for the performance of their duties. This equipment remains at all times the property of the Company. However, a tool allowance per shift worked (refer Attachment A) is payable in circumstances where employees obtain the approval of the Company to

supply and use their own equipment or implements.

35.3 Receipt/Deduction – Uniforms and Equipment

- 35.3.1 On commencing employment or where required to do so when transferring to another position or role, the Company will electronically record all items of uniform and property supplied to the employee and the employee will be required to sign a receipt for such items. The relevant record will show the value of each item issued to the employee.
- 35.3.2 Immediately on transferring to another position or role as per sub-clause 35.3.1 above or on ceasing employment, the employee is required to return items of uniform and equipment in accordance with the relevant record. If this does not occur, the Company may deduct the original purchase value of such items as stated on the relevant record from the employee's salary on termination with prior written notification to the employee.
- 35.3.3 In all other circumstances where uniforms or equipment issued to an employee are lost or damaged by the employee other than through normal wear and tear, the Company may deduct the value of such items from the employee's salary, or from monies due to the employee on termination. Such deductions will not apply if the employee provides a statutory declaration attesting to the cause of the loss or damage, to the Company's satisfaction.

36. Journey Insurance

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

37. Accident Make-Up Pay

The Company will provide accident make-up pay to an employee in relation to an injury compensable under the Accident Compensation Act 1985 (Vic) (as amended) ("the ACA") (or the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) for compensable injuries that occur on or after 1 July 2014 (the WIRCA)) or an injury covered by journey insurance for a maximum period of 26 weeks. The level of accident make-up pay is determined having regard to payments made and calculated in accordance with the ACA or

WIRCA. The level of payments under the ACA or WIRCA and this clause are subject to a right of review.

38. Indemnity

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

39. Review of the Agreement

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

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

39.2.1 an employee cannot be appropriately classified in accordance with sub-clause 7.1;

39.2.2 the application of a provision has an unforeseen cost impact on the Company's operations;

39.2.3 the application of a provision restricts labour flexibilities or efficiencies.

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

40. Use of Contractors and Labour Hire

40.1 Principles

The Company is committed to maintaining a stable and skilled workforce

and to recognising the contribution of its employees to the operation of the business. Subject to the terms of this Agreement, direct and ongoing employment is a guiding principle of this Agreement.

40.2 Review of contractor arrangements

40.2.1 By 22 December 2022 (or later by agreement between the Company and the Union) the Company will, in consultation with the Union, have completed a review of the suitability of existing contractor arrangements where contractor employees perform work covered by this Agreement. The purpose of the review will be to determine as soon as practicable whether the cessation of those arrangements is warranted on grounds of improving job security for employees covered by the Agreement, risk to the Company's business associated with the use of contractors, the legal risk associated with termination of the arrangements and the impact on customer service. This review will not cover labour hire providers.

40.2.2 The timing of any cessation of a contractor arrangement pursuant to this clause will be determined by the Company having regard to its contractual obligations, operational needs, the ability of the Company to obtain replacement labour, transmission of business considerations and other relevant matters, and such cessation may not occur during the life of this Agreement.

40.3 Labour Hire

The Company will ensure that labour hire agencies providing employees to perform work for the Company that is covered by this Agreement will pay their employees for each hour of that work an amount of pay (inclusive of allowances, loadings and penalties) that is no less than the amount that would be payable under this Agreement for the relevant work.

40.4 Contractor Consultation

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

40.4.2 Where the Company has decided to engage contractors or labour hire companies to perform work that is, at the date of this

Agreement performed by employees under this Agreement, the Company shall consult with the relevant employees and their employee representatives, in accordance with this clause and, where relevant, in satisfaction of the Major Change at sub-clause 26.

- 40.4.3 Where feasible, it is expected that consultation will occur a minimum of 4 weeks prior to the commencement of the work by the contractors/ labour hire employees. If for any reason this does not occur, consultation will occur as soon as reasonably practicable – and in any case not more than 14 days after the contractors/ labour hire employees commence work. For the removal of doubt, any period of consultation provided under this sub-clause 40.4.3 shall be considered as applying as any period provided in sub-clause 26.1 (Major Change).
- 40.4.4 For the purpose of the consultation, the Company must inform the employees and their representatives of:
- (a) The name of the proposed contractor(s)/ labour hire Company (at a time when such details are not confidential);
 - (b) The type of work to be allocated to the contractor(s)/ labour hire Company;
 - (c) If known by the Company, the likely number of persons the contractor(s)/ labour hire Company may engage to perform the work;
 - (d) Confirmation regarding the qualifications of the employees engaged, where a qualification is required to perform the work; and
 - (e) The likely duration of the contractor(s)/ labour hire engagement.
- 40.4.5 The Company will consult with the employees and their representatives as may be required by the Major Change (sub-clause 26.1).
- 40.4.6 In addition to the consultation requirements of the Major Change sub-clause 26.1, the Company will also consult with employees and their employee representative over the following issues:
- (a) The allocation of alternative employment where applicable; and

(b) The allocation of redundancy where applicable.

40.4.7 **Limitation**

For the avoidance of doubt, the Company is not required to comply with this sub-clause 40.4 in relation to contractors performing work not covered by the terms of this Agreement.

Further, this sub-clause 40.4 does not apply to contractors engaged by the Company under their current scope of work at the time this Agreement was approved.

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

41. Jury Service

41.1 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 practicable of the anticipated period they will be absent from work on jury service.

41.2 Upon notification by the employee, the Company will where practical make alterations to the employee's rostered working hours such that the employee's roster is consistent with the employee's jury service obligations. For the avoidance of doubt, this will involve alterations to the employee's rostered start and finish times rather than alterations to the days for which the employee is rostered to work.

41.3 An employee required to attend for jury service will be paid the difference between the allowance paid by the Court and the ordinary hourly rate of pay which would otherwise have been payable for the period of attendance. However, before any payment will be made, the employee must provide the Company with a record of their attendance and payment received from the Court.

42. Policies and Procedures

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

the avoidance of doubt, any Company policies and procedures are not incorporated into this document and do not form part of this Agreement.

43. Stand Down

43.1 The Company may stand down employees that cannot be used for reasons outside of the Company's reasonable control, with the exception of slackness in business activity.

43.2 The Company will consider and explore all reasonable alternatives before standing down employees. If an employee is stood down after reporting for work, the employee will receive a payment for at least four (4) hours or a payment for their rostered hours of work, whichever is the lesser. In all other circumstances, the stand down is unpaid.

43.3 The standing down of employees will not break the continuity of their service for the purposes of this Agreement.

44. Provision of the Agreement to Employees

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

45. Continuous Service

45.1 Subject to the Act, for the purposes of accruing leave or otherwise for the recognition of service under this Agreement, other than for Long Service Leave:

45.1.1 any paid absence from work by an employee which is authorised by the Company under clauses 12 (Annual Leave), 13 (Personal/Carer's Leave) and 17 (Long Service Leave) of this Agreement will count towards the length of the employee's continuous service and will not break or suspend the employee's continuous service;

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

45.1.3 any other absence from work by an employee that is not

authorised by the Company will not break the employee's continuous service but will not count towards the length of the employee's continuous service;

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

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

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

- (a) any period of leave without pay;
- (b) any unauthorised absence; and
- (c) any unpaid authorised absence.

46. New Positions

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

47. Salary Packaging Options

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

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

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

47.4 Employees must obtain independent financial advice prior to entering into any salary package arrangement.

48. Job security and full time employment

48.1 The Company is committed to maintaining and, where possible depending on operational needs and/or legislative changes, increasing the number of permanent full-time employees at Crown Melbourne.

48.2 To this end, the Company will employ an additional number of full-time employees (in addition to the number of full time employees in each department as of 1 November 2019) in the departments listed below covered by this Agreement as follows:

- Table Games 165
- Food and Beverage 27 (8 Back of House, 19 Front of House)
- Gaming Machines 10
- Security 6 (4 Security, 1 RSA, 1 First Aid)
- Cage 5
- Hotels 4
- Wardrobe 2
- Parking 1

48.3 In addition to the above the Company will employ a further 100 full-time employees across Crown Melbourne by 30 June 2023 in work areas to be determined by the Company.

48.4 Any additional full time positions will be offered to employees on the waitlist for vacancies in the first instance, after which part-time employees who regularly work full-time equivalent hours will be considered starting with Part time band 4 level employees in the first instance and then progressively offering it to other band levels if positions are still available. If two or more employees qualify for a lesser number of full-time positions, offers will be made based on employees' length of service.

48.5 In accordance with Attachment B, the Full Time Jobs Committee will review the most recent financial performance of Crown Melbourne, the total number of full time employees in each department covered by this Agreement, and the number that have left the business in the 12 months prior to the meetings being held. In the first instance, the Committee will meet on 31 January 2023.

48.6 The parties commit to maintaining the number of full time employees in each department unless this is not sustainable due to legitimate and measurable operational needs and/or legislative changes. Should appointments be needed to meet this commitment they will take place within two months of the review taking place.

48.7 Where there is a need to employ additional full time employees in particular departments covered by this Agreement in accordance with this clause, employees on the waitlist for vacancies will be given first priority for those positions, after which part-time employees who regularly work full-time equivalent hours will be considered starting with Part time band 4 level employees in the first instance and then progressively offering it to other band levels if positions are still available. If two or more employees qualify for a lesser number of full-time positions, offers will be made based on employees' length of service, subject to applicable laws.

48.8 **Food and Beverage**

In addition to the above, during the term of this Agreement the Company will also employ the following additional numbers of positions in Food and Beverage:

48.8.1 **Back of House**

The number of Back of House positions will increase by 38 compared to the number of positions as at 1 November 2019 (being from 92 to 130) as follows:

- (a) The number of Back of House Commis Chefs will increase by 8 (from 62 to 70) and these positions will be filled from the pool of Cook 4 employees. The Company will maintain the increased number of Commis Chef positions of 70 during the term of this Agreement.
- (b) The number of Back of House Level 4 positions will increase by 30 (from 30 to 60). The Company will maintain the increased number of Level 4 positions of 60 during the term of this Agreement.

48.8.2 **Front of House**

The number of Front of House Level 3 positions will increase by 262 compared to the number of positions as at 1 November 2019

(including current Level 2 HDs) and these additional positions will be maintained for the life of this Agreement. While it is recognised that Level 4 HDs will be hired from Level 3s, the Company will roster on sufficient non HD Level 3s in each outlet to ensure that Level 2 employees are not required or directed to perform Level 3 tasks.

49. Definitions

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

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

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

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

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

"**Immediate family**" means:

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

"**Medical certificate**" has the meaning set out at clause 13.2.1(h).

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

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

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

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

"Shiftworker" for the purposes of the National Employment Standards is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays."

"Stapled Fund" is as defined by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

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

"the Act" means the *Fair Work Act 2009* as amended.

"This Agreement" means the Crown Melbourne Limited Enterprise Agreement 2019.

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

"VGCCC" means the Victorian Gambling and Casino Control Commission.

EXECUTED as an agreement:

Crown Melbourne Limited

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

.....
Signature (Ciarán Carruthers)

.....
Signature (Dario Mujkic)

Chief Executive Officer

8 Whiteman Street

833 Bourke Street

Docklands Victoria 3008

Southbank Victoria 3006

.....
Date

.....
Date

Attachment A

Classification Structures, Salaries, and Allowances

1. Classification Structures and Salaries

These tables set out the adjusted annual salary rates, hourly rates, and casual hourly rates.

TABLE GAMES

CROWN LEVEL	DESCRIPTION	
Level 1	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer < 1 years' service 	\$66,574.20 \$33.59 \$41.98*
Level 2	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 1 years' service 	\$70,719.60 \$35.68 \$44.60*
Level 3	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 2 years' service 	\$74,916.45 \$37.80 \$47.25*
Level 4	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 3 years' service 	\$79,368.45 \$40.05 \$50.06*
Level 5	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 4 years' service 	\$82,898.55 \$41.82 \$52.23*

Level 6	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 5 years' service (subject to agreeing to undertake Work Place Coach training, in accordance with sub-clause 8.10.3) 	\$83,639.85 \$42.20 \$52.75*
Level 7	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 6 years' service 	\$86,428.65 \$43.61 \$54.50*
Level 8	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 10 years' service (subject to agreeing to undertake Learning Development Program training, in accordance with sub-clause 8.10.3) 	\$89,473.65 \$45.14 \$56.42*
Level 9	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 15 years' service 	\$90,190.80 \$45.51 \$56.88*
Level 10	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ Dealer 20 years' service 	\$90,905.85 \$45.86 \$57.33*

*Casual employee hourly rate of pay.

CARD ROOM TEAM MEMBERS

CROWN LEVEL	DESCRIPTION	
	An employee classified at this level has the required level of training to perform the role of Card Room Team Member:	\$62,165.17 \$ 31.36 \$39.20 *

*Casual employee hourly rate of pay.

GAMING MACHINES

CROWN LEVEL	DESCRIPTION	
Level 5	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ <i>Customer Service Attendant Gaming Machines 5 (< 1 years' service)</i> 	\$68,646.90 \$34.64 \$43.30*
	<ul style="list-style-type: none"> ○ <i>Customer Service Attendant Gaming Machines 5 (1 - 2 years' service)</i> 	\$69,849.15 \$35.24 \$44.05*
	<ul style="list-style-type: none"> ○ <i>Customer Service Attendant Gaming Machines 5 (2+ years' service)</i> 	\$75,119.10 \$37.91 \$47.38*
Level 6	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ <i>Gaming Equipment Supervisor. This agreement and classification level only applies to employees in this position as at 25 August 2003, and only for so long as the employee elects to remain covered by this Agreement. Gaming Equipment Controllers acting as Gaming Equipment Supervisors are not paid a higher duties rate.</i> ○ <i>Customer Service Attendant Gaming Machines 6 (only applies to employees in this classification as at 16 February 2000)</i> 	\$82,206.6 \$41.48 \$51.84*
Higher Duties	<ul style="list-style-type: none"> ○ For a Customer Service Attendant who performs the higher duties role of a Gaming Machines Area Manager or VIP Operations and Service Manager, which is a salaried role not covered by this Agreement, they will be paid the following higher duties payment as a flat rate per shift. 	\$23.11

*Casual employee hourly rate of pay.

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

SERVICE EXECUTIVES GAMING MACHINES

CROWN LEVEL	DESCRIPTION	
Level 5	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> Less than 1 years' service 	\$68,646.90 \$34.64 \$43.30*
	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> 1 to 2 years' service 	\$69,849.15 \$35.24 \$44.05*
	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> More than 2 years' service 	\$75,119.10 \$37.91 \$47.38*
Higher Duties	<ul style="list-style-type: none"> For a Service Executive, who performs the higher duties role of a Gaming Machines Area Manager or VIP Operations and Service Manager, which is a salaried role not covered by this Agreement, they will be paid the following higher duties payment as a flat rate per shift. 	\$23.11

*Casual employee hourly rate of pay.

CAGE & COUNT

CROWN LEVEL	DESCRIPTION	
Level 5	An employee classified at this level has the required level of training to perform the role of: ○ <i>Count Team Member</i>	\$75,119.1 \$37.91 \$47.39*
	○ <i>Count Team Member (7 + years' service)</i>	\$75,866.7 \$38.28 \$47.85*
	○ <i>Count Team Member (14 + years' service)</i>	\$76,622.7 \$38.66 \$48.32*
	○ <i>Count Team Member (20+ years' service)</i>	\$77,196 \$38.94 \$48.68*
Level 8	An employee classified at this level has the required level of training to perform the role of: ○ <i>Cage Cashier 8: Performs one of the following skills – Chip Bank, Main Bank, Front Window, Mahogany Room Cashier (<1 years' service)</i>	\$72,715.65 \$36.69 \$45.86*
	○ <i>Cage Cashier 8 (1-2 years' service)</i>	\$74,992.05 \$37.83 \$47.29*
	○ <i>Cage Cashier 8 (2+ years' service)</i>	\$85,790.25 \$43.28 \$54.1*
		\$86,633.40

	○ <i>Cage Cashier 8 (7 + years' service)</i>	\$43.71 \$54.64*
	○ <i>Cage Cashier 8 (14 + years' service)</i>	\$87,503.85 \$44.15 \$55.18*
	○ <i>Cage Cashier 8 (20+ years' service)</i>	\$88,168.5 \$44.49 \$55.61*
Level 9	An employee classified at this level has the required level of training to perform the role of: ○ <i>Cage Cashier 9: Performs two or more of the following skills – Chip Bank, Main Bank, Front Window, Mahogany Room Cashier (<1 years' service)</i>	\$76,731.9 \$38.71 \$48.39*
	○ <i>Cage Cashier 9 (1-2 years' service)</i>	\$77,550.9 \$39.12 \$48.9*
	○ <i>Cage Cashier 9 (2+ years' service)</i>	\$87,197.25 \$44.00 \$55.00*
	○ <i>Cage Cashier 9 (7 + years' service)</i>	\$88,053 \$44.42 \$55.53*
	○ <i>Cage Cashier 9 (14 + years' service)</i>	\$88,946.55 \$44.88 \$56.10*
	○ <i>Cage Cashier 9 (20+ years' service)</i>	\$89,611.2 \$45.21

		\$56.51*
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- Employees may be multi-skilled / cross-trained to work in any of the positions at the same level of their normal classification as listed above provided that they have successfully completed the requisite modules of training.
- Employees performing higher duties will receive payment at the higher rate for actual hours worked at such duties subject to sub-clause 8.14.

*Casual employee hourly rate of pay.

HOTELS/ FOOD & BEVERAGE

CROWN LEVEL	DESCRIPTION	
Level 1	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Food & Beverage Attendant 1: is an employee with less than 6 months' service in the role. This is an entry-level position involving mainly routine tasks requiring little decision making, working under direct supervision. Food & Beverage Attendants 1 are considered for training in preparation for higher level positions, and are yet to develop their skills in other aspects of the range of Food & Beverage functions.</i> <p>Notes:</p> <ol style="list-style-type: none"> 1. <i>As per sub- clause 8.11.6, ESAs entering an apprenticeship pathway who have had 2 years' experience at Crown will be paid at a second year apprentice rate of 65% for their first year of the program; second year ESAs will be paid at 72% for the second year of the program; and third year ESAs at 80% for the third year of the program in accordance with sub- clause 7.6 of this Agreement.</i> 2. <i>As per sub- clause 8.11.6, ESAs entering front of house trainee programs - while participating in the training provided by the Company, employees will be classified as Food and Beverage Trainee Level 2 paid as Food and Beverage Attendant Level 2.</i> <ul style="list-style-type: none"> ○ <i>Usher</i> ○ <i>Laundry Attendant</i> <p><i>Laundry Attendants required to perform chute and/or Food and Beverage linen duties (including any required Micros operation) will be paid at the Level 2 rate while engaged in performing those duties. For the avoidance of doubt, Level 2 does not give rise to a permanent classification for a Laundry Attendant, it is paid only while performing the aforementioned duties.</i></p>	<p>\$58,693.95</p> <p>\$29.61</p> <p>\$37.01*</p>
Level 2	An employee classified at this level has the required level of training to perform the role of:	

	<ul style="list-style-type: none"> ○ <i>Environmental Services Attendant 2: is an employee with 1 years' service in the role. An employee at this level has the appropriate training and is engaged in specialised non-cooking and food preparation duties in a kitchen and food preparation area, or supervision of Environmental Services Attendants of a lower level.</i> ○ <i>Cook 2: means an employee who carries out basic cooking duties. This role does not require trade qualifications as a Chef.</i> <p>Notes:</p> <ol style="list-style-type: none"> 1. <i>As per sub-clause 8.11.7, Cook Level 2 employees (with 2 years' cooking experience as a Level 2) will be able to commence Certificate III training programs within Crown without loss of pay. (i.e. Maintain Cook Level 2 pay) until such time as they complete their qualification.</i> 2. <i>As per sub-clause 8.11.7, when employees are undergoing training in the Step Up Cookery program to up skill to either the Cook Level 3 position or on the Apprenticeship program, they will be paid at the Cook Level 2 pay rate.</i> <ul style="list-style-type: none"> ○ <i>Food & Beverage Attendant 2: is an employee with at least 6 months' service in the role. This role is a multi-function position involving the ability to plan and manage work of a routine nature under general supervision. Interpersonal skills, technical skills and experience are being developed. At this level, attendants should be able to work in various positions.</i> ○ <i>Bell Services Attendant</i> ○ <i>Room Attendant 2</i> ○ <i>Valet Laundry Attendant</i> ○ <i>Housekeeping Services Attendant</i> 	<p>\$61,893.3</p> <p>\$31.23</p> <p>\$39.04*</p>
Level 3	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Cook 3 means an employee who has the appropriate minimum level of recognised culinary training and who performs cooking duties. For the avoidance of doubt an employee who can demonstrate this level of training will automatically progress to this level.</i> 	<p>\$66,062.85</p> <p>\$33.33</p> <p>\$41.66*</p>

	<ul style="list-style-type: none"> ○ <i>Food & Beverage Attendant 3: is a Senior Food and Beverage Attendant, appointed via the process outlined in sub-clause 48.9.2.</i> ○ <i>Concierge Attendant (“grandfathered” position – only applies to employees in this classification as at 30 June 2016).</i> ○ <i>Room Attendant 3</i> ○ <i>Linen Room Attendant (“grandfathered” position – only applies to employees in this classification as at 30 June 2016).</i> ○ <i>Doorman</i> ○ <i>Reservations Agent 3: is an employee with less than 1 years’ continuous service in the role.</i> ○ <i>Receptionist (Spa/ Pool & Gym) (“grandfathered” position – only applies to employees in this classification as at 5 July 2010)</i> 	
<p>Level 4</p>	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Cook 4: is an appointed trade qualified chef with at least 1 years’ experience, appointed via a selection process. An employee at this level operates with minimal supervision and performs cooking duties. An employee at this level has demonstrated responsibility for supporting the smooth operations of the outlet, proactive problem solving and high levels of team work. An employee at this level also has demonstrated advanced knowledge of the operations of the department and/ or outlet and seeks for opportunities for new learning and development.</i> ○ <i>Food & Beverage Attendant 4. is an appointed higher duties role (taken from the pool of employees on Level 3) via competitive selection application process. This role will be rostered to eligible employees on a shift-by-shift basis as operationally required. A Food & Beverage Attendant 4 is accountable for providing the highest level of service and guest relations. Advanced Food and Beverage skills, knowledge and experience are applied to provide fine food and drink service. Food & Beverage Attendants at this level provide support to the Food and Beverage operation by assisting in developing the business and coaching, supervising and delegating to lower level employees.</i> 	<p>\$69,337.8</p> <p>\$34.99</p> <p>\$43.74*</p>

	<ul style="list-style-type: none"> ○ <i>Front Office Attendant</i> ○ <i>Reservations Agent 4: is an employee with at least 1 years' service in this role and is expected to buddy and shadow other employees in the same role.</i> ○ <i>Guest Services Advisor – Outbound</i> ○ <i>Guest Services Advisor 4: is an employee who has less than 2 years' service in this role and has been trained and performing up to a maximum of 3 call taking skills*.</i> 	
Level 5	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Food & Beverage Attendant 5: ("grandfathered" position – only applies to employees in this classification as at 30 June 2016.</i> ○ <i>Commis Chef means an appointed experienced, trade-qualified Chef who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking duties. Must be able to work without direct supervision.</i> ○ <i>Stage Manager is responsible for the co-ordination of all parties involved in an entertainment event to ensure the smooth delivery without issues and in accordance with the event plan.</i> ○ <i>Valet Laundry Dry Cleaner</i> ○ <i>Sports Consultant ("grandfathered" position – only applies to employees in this classification as at 5 July 2010)</i> ○ <i>Guest Services Advisor 5 as defined in clause 8*.</i> 	<p>\$75,119</p> <p>\$37.91</p> <p>\$47.39*</p>
Higher Duties into	<ul style="list-style-type: none"> ○ <i>When an Environmental Services Attendant (ESA) is appointed by the Company to perform the position of an Environmental Services Attendant Supervisor, which is a salaried position not covered by this Agreement, the ESA</i> 	

- Employees may be multi-skilled / cross-trained to work in any of the positions at the same level of their normal classification as listed above provided that they have successfully completed the requisite modules of training.
- Employees performing higher duties will receive payment at the higher rate for actual hours worked at such duties subject to sub-clause 8.14.

*Casual employee hourly rate of pay.

WAREHOUSE

CROWN LEVEL	DESCRIPTION	
Level 3	An employee classified at this level has the required level of training to perform the role of: ○ <i>Warehousing Employee 3</i>	\$66,062.85
		\$33.33
		\$41.66*
Level 4	An employee classified at this level has the required level of training to perform the role of: ○ <i>Warehousing Employee 4</i>	\$69,337.8
		\$34.99
		\$43.74*
Level 5	An employee classified at this level has the required level of training to perform the role of: ○ <i>Warehouse Section Coordinator</i>	\$75,119.1
		\$37.91
		\$47.39*

- Employees may be multi-skilled / cross-trained to work in any of the positions at the same level of their normal classification as listed above provided that they have successfully completed the requisite modules of training.
- Employees performing higher duties will receive payment at the higher rate for actual hours worked at such duties subject to sub-clause 8.14.

*Casual employee hourly rate of pay.

**CORPORATE & CUSTOMER SERVICE
OTHER CORPORATE**

CROWN LEVEL	DESCRIPTION	
Level 5	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ <i>Accounts Officer (only applies to employees in this classification as at 16 April 2003).</i> 	\$75,119.1 \$37.91 \$47.39*
Level 6	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ <i>Revenue Auditor 6 (only applies to employees in this classification as at 16 April 2003).</i> 	\$82,206.6 \$41.48 \$51.85*
Level 9	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ <i>Financial Support Controller 9 (only applies to employees in this classification as at 16 April 2003).</i> 	\$87,197.25 \$44.00 \$55.00*

- Employees may be multi-skilled / cross-trained to work in any of the positions at the same level of their normal classification as listed above provided that they have successfully completed the requisite modules of training.
- Employees performing higher duties will receive payment at the higher rate for actual hours worked at such duties subject to sub-clause 8.14.

*Casual employee hourly rate of pay.

SECURITY

CROWN LEVEL	DESCRIPTION	
Level 4	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Security Services Officer 4: is an officer who is undergoing training for Certificate II.</i> ○ <i>RSA Officer 4: is an employee with less than 1 years' service.</i> 	<p><i>\$69,337.80</i></p> <p><i>\$34.99</i></p> <p><i>\$43.74*</i></p>
Level 5	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Security Services Officer 5: is an officer who holds the relevant licenses and has completed minimum Certificate II in Security Services or equivalent, with less than 2 years' service or equivalent demonstrated security experience outside Crown.</i> ○ <i>Medic</i> ○ <i>RSA Officer 5: is an employee who has undergone on-floor training, with at least 1 years' service.</i> 	<p><i>\$75,119.10</i></p> <p><i>\$37.91</i></p> <p><i>\$47.39*</i></p>
Level 6	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Security Services Officer 6: is an officer who has completed a Certificate III in Security Services or equivalent, plus two years' service or equivalent validated demonstrated security experience outside Crown.</i> ○ <i>Medic (2+ years' service)</i> ○ <i>RSA Officer 6: is an employee who carries out crash pack compliance, with at least 2 years' experience.</i> 	<p><i>\$82,206.60</i></p> <p><i>\$41.48</i></p> <p><i>\$51.85*</i></p>

Level 7	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Security Services Officer 7: is an officer who has completed a Certificate III in Security Services or equivalent, plus three years' service or equivalent validated demonstrated security experience outside Crown.</i> 	<p>\$84,178.5</p> <p>\$42.47</p> <p>\$53.09*</p>
Level 8	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Security Services Officer 8: is an officer who has completed Workplace Coach or Certificate II, plus four years' service or equivalent validated demonstrated security experience outside Crown.</i> ○ <i>Medic (4+ years' equivalent service and has completed a Certificate IV Workplace Training & Assessment)</i> ○ <i>RSA Officer 8: is an employee who holds a security licence and/ or has completed a Certificate IV in Training and Assessment, with at least 3 years' experience.</i> 	<p>\$85,790.25</p> <p>\$43.28</p> <p>\$54.10*</p>
Level 9	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Security Services Officer 9: is an officer who has completed a Certificate III in Security Services, plus seven years' service or equivalent relevant demonstrated security experience outside Crown.</i> 	<p>\$88,731.30</p> <p>\$44.77</p> <p>\$55.96*</p>
Level 10	<p>An employee classified at this level has the required level of training to perform the role of:</p> <ul style="list-style-type: none"> ○ <i>Senior Security Services Officer 10: is an appointed Senior Security Officer, appointed via Expression of Interest application.</i> ○ <i>Senior RSA Officer 10: is an employee who is appointed via Expression of Interest application on a shift-by-shift basis to perform duties such as the posting sheet, liaise with SSMs in relation to staffing levels and help support new RSA Officers with report writing.</i> 	<p>\$90,241.20</p> <p>\$45.53</p> <p>\$56.91*</p>
Venue/ Event Supervisor	<ul style="list-style-type: none"> ○ <i>Venue/ Event Supervisor – is a Security Services Officer appointed to perform the higher duties role of a venue/ event supervisor on a shift-by-shift basis.</i> <p><i>Payment for performing this role is a flat rate for the full shift, in addition to an employee's ordinary rate of pay for each hour worked, regardless of hours performed</i></p>	<p>\$35.82</p>

	<ul style="list-style-type: none"> ○ <i>in this role in any given shift.</i> 	
Senior Security Manager	<ul style="list-style-type: none"> ○ <i>When a Security Services Officer is appointed by the Company to perform the salaried role of a Senior Security Manager, which is a salaried role not covered by this Agreement, the Security Services Officer shall be paid a flat rate for the full shift, in addition to an employee's ordinary rate of pay for each hour worked, regardless of hours performed in this role in any given shift.</i> 	\$57.79

*Casual employee hourly rate of pay.

OTHER CORPORATE

CROWN LEVEL	DESCRIPTION	
Level 6	An employee classified at this level has the required level of training to perform the role of:	\$82,206.60
	<ul style="list-style-type: none"> ○ <i>Workforce Planner</i> 	\$41.48
		\$51.85*

CROWN SERVICES

CROWN LEVEL	DESCRIPTION	
Level 2	An employee classified at this level has the required level of training to perform the role of:	\$61,893.30
	<ul style="list-style-type: none"> ○ <i>Parking Services Attendant</i> 	\$31.23
		\$39.04*
Level 3	An employee classified at this level has the required level of training to perform the role of:	\$66,062.85
	<ul style="list-style-type: none"> ○ <i>Wardrobe Attendant</i> ○ <i>Wardrobe Attendant Seamstress</i> 	\$33.33
		\$41.66*
Level 5	An employee classified at this level has the required level of training to perform the role of:	\$75,119.10
	<ul style="list-style-type: none"> ○ <i>Wardrobe Team Leader</i> 	\$37.91
		\$47.39*

*Casual employee hourly rate of pay

RESPONSIBLE GAMING ADVISORS

CROWN LEVEL	DESCRIPTION	
	No Experience (as defined)	
Level 1	An employee classified at this level has the required level of training to perform the role of Responsible Gaming Advisor : <ul style="list-style-type: none"> ○ 0 to 6 months 	<i>\$84,000.00</i> <i>\$40.26</i> <i>\$50.33*</i>
Level 2	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ 6 to 12 months 	<i>\$88,200.00</i> <i>\$42.27</i> <i>\$52.84*</i>
Level 3	An employee classified at this level has the required level of training to perform the role of: <ul style="list-style-type: none"> ○ 12 to 18 months 	<i>\$92,400.00</i> <i>\$44.28</i> <i>\$55.35*</i>

CROWN LEVEL	DESCRIPTION	
	Experienced (as defined)	
Level 1	An employee classified at this level has the required level of training to perform the role of Responsible Gaming Advisor : <ul style="list-style-type: none"> ○ Less than 1 year 	<i>\$95,454.54</i> <i>\$45.75</i> <i>\$57.19*</i>
Level 2	An employee classified at this level has the required level of training to perform the role of Responsible Gaming Advisor: <ul style="list-style-type: none"> ○ 1 to 2 years 	<i>\$97,219.61</i> <i>\$46.59</i> <i>\$58.24*</i>

Level 3	An employee classified at this level has the required level of training to perform the role of Responsible Gaming Advisor: <ul style="list-style-type: none"> ○ 2 to 5 years 	\$100,227.27 \$48.03 \$60.04*
Level 4	An employee classified at this level has the required level of training to perform the role of Responsible Gaming Advisor : 5 plus years	\$101,181.82 \$48.49 \$60.61*

*Casual employee hourly rate of pay.

Notes: Under the above arrangement Responsible Gaming Advisors with no prior experience will move to the Experienced 1 – 2 years pay point after 18 months service.

For the purpose of the above salary arrangements the following definitions apply:

No experience means the employee has not had any prior experience as a Responsible Gaming Advisor, or has not previously worked for at least 12 months in an operational front line gaming role such as a Table Games Area Manager or a Dealer or in another regulatory compliance-based role such as a Surveillance Operator.

Experienced means the employee has previously worked as a Responsible Gaming Advisor and is experienced in setting and monitoring outcomes, implementing compliance and adherence requirements in accordance with relevant policies and procedures, maintaining relevant records, and effectively communicating with patrons, or has previously worked for at least 12 months in an operational front line gaming role such as a Table Games Area Manager or a Dealer or in another regulatory compliance-based role such as a Surveillance Operator.

ENGINEERING AND MAINTENANCE OPERATIONS SUPPORT ANALYST

CROWN LEVEL	DESCRIPTION	
	An employee classified at this level has the required level of training to perform the role of Engineering and Maintenance Operations Support Analyst:	<p style="text-align: right;">\$63,949.25</p> <p style="text-align: right;">\$32.26</p> <p style="text-align: right;">\$40.33*</p>

*Casual employee hourly rate of pay.

ALLOWANCES

ALLOWANCE DESCRIPTION	
1. Sub-Clause 8.15 - Higher Duties - Table Games	
Allowance per shift	\$37.15
Cage and Count Employees acting as Area Managers - higher duties	
Allowance per shift	\$39
2. Sub-Clause 31.1 - First Aid	
Allowance per hour	\$0.535
Allowance minimum per fortnight	\$27.44
3. Sub-Clause 31.3 – Split Shift	
Allowance per shift	\$14.28
4. Sub-Clause 35.1 - Uniforms	
Full time employees – allowance per fortnight	\$35.54
Part time and casual employees – allowance per fortnight	\$17.77
5. Sub-Clause 35.2 - Equipment	
Allowance per shift	\$2.18

Attachment B

UNION DELEGATES AND UNION RECOGNITION

1. Objectives

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

2. Principles

- 2.1. The Company and UWU acknowledge the mutual benefits of a constructive relationship. The Company and UWU will continue to work to determine ways to maintain and improve the relationship.
- 2.2. The Company acknowledges that UWU has rights under its registered rules to represent employees employed by the Company at the Southbank Casino complex or otherwise covered by this Agreement.
- 2.3. The parties commit to promoting a harmonious and productive workplace environment in which employees are committed to the casino and related operations, and to ensure that agreed dispute settlement procedures in this Agreement will be followed and to work towards resolutions which avoid industrial action.
- 2.4. The Company wishes to continue to be the leading gaming and hospitality employer in Victoria. UWU commits to working with the Company to achieve this objective and, where possible, to take positive steps to help the Company grow its business.
- 2.5. The parties recognise that a comprehensive agreement on industrial matters is a positive declaration on the nature of the relationship. It clarifies issues and rights, defines normal matters within the relationship in a proper and responsible manner, and allows the Company and UWU to progress their respective and sometimes mutual businesses free from encumbrances or outside influences.
- 2.6. In addition to the objectives set out in clause 5 of this Agreement, the parties are committed to the following principles:
 - 2.6.1. Recognition that labour costs are a critical concern to the Company
 - 2.6.2. The need of the Company to return value to its shareholders

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

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

- a) Adherence to agreed Issue Resolution Procedures;
- b) Commitment not to engage in unprotected industrial action;
- c) Undertaking Union campaigning, in a reasonable, responsible and non-divisive manner, without engaging in workplace disruption.

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

2.6.6. Where appropriate, the Company will consult UWU over relevant employment issues in accordance with the objectives of this Agreement.

3. Union rights

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

- 3.1. At the commencement of employment the Company will encourage and facilitate Union membership by way of the mechanisms outlined in this attachment, in a manner consistent with employees' right to freedom of association.
- 3.2. The Company will supply all new employees covered by this Agreement with a UWU membership form (provided by UWU) at the same time as such employees are provided with other employment forms.

3.3. Induction

3.3.1. 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 the Union 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;
 - Part-time hours bracket if applicable; and
 - Department.

- b) The Company will inform eligible employees in advance of their information being provided to the Union for induction purposes.
- c) The UWU presentation will not exceed 30 minutes, and will be conducted at a time and in a place agreed between UWU and the Company. If interruptions occur, the UWU session will be extended or rescheduled to a suitable time.
- d) UWU will not be critical of the Company in its presentation to employees.
- e) UWU will not raise issues in dispute with the Company during induction sessions.
- f) UWU will not coerce employees to join UWU.
- g) The Company will deliver an agreed statement of encouragement to employees regarding the Union prior to the Union induction but will not be present during the Union's induction presentation.
- h) UWU permit holders may be accompanied by delegates nominated by the Union at employee inductions, subject to business needs and the availability of a delegate.
- i) The contents of 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.
- j) The Company will encourage any relevant contractors or labour hire providers utilised by it to afford the same induction rights in relation to employees engaged by those contractors or labour hire providers.

3.3.2. Six weeks after commencing employment:

- a) The Company will facilitate employees attending a 30 minute meeting with UWU after 6 weeks of employment with the Company and will roster them to attend this meeting.
- b) The conditions outlined at clause 3.3.1(d)-(g) and (i)-(k) 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..

3.4. UWU delegates

Accreditation and recognition

- 3.4.1. UWU will accredit representatives from amongst the Union membership as delegates.

- 3.4.2. The Company will recognise the UWU delegates as the on-site representatives of the Union upon receiving written notification by the Union to the Company.
- 3.4.3. Delegates may be employed in any employment type; e.g., part-time, full-time or casual.

Delegates – on site business

- 3.4.4. 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.
- 3.4.5. 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 the Union;
 - 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.
- 3.4.6. Union delegates will have reasonable access to stationary, printers and similar resources to perform their role including use of the Union office where appropriate.
- 3.4.7. 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

- 3.4.8. As part of UWU's role in representing members and in contributing to the efficient operation of the Southbank Casino the delegates will have the opportunity to represent the concerns of individual members to representatives of the Company, participate in issue resolution and grievance handling procedures, and participate in other workplace matters including negotiations.
- 3.4.9. A single delegate will have the opportunity to represent an individual member in a disciplinary meeting at the member's request where the Company has notified the member that they are subject to a process under the Conduct and Counselling Policy and there is a possibility of a verbal warning or higher sanction. 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. 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.

- 3.4.10. The Company will inform employees attending a disciplinary meeting that they may elect to have a Union delegate present.

Delegates – training

- 3.4.11. Each delegate will, upon nomination by UWU, be entitled paid leave for the purpose of education concerning this Agreement and the role and responsibilities of delegates, including attendance at UWU conferences if applicable.
- 3.4.12. Paid leave for delegates to attend UWU conferences must be subject to Company approval and the Company will not unreasonably refuse any request.
- 3.4.13. Requests to attend any training courses must be notified to the Company at least four (4) weeks in advance and will be considered having regard to the operational requirements of the business and the subject-matter of the course.
- 3.4.14. The training leave requirements of all UWU delegates will not exceed 400 days in any calendar year.
- 3.4.15. Attendance at a training course will be paid at the delegate's ordinary hourly rate of pay for the time the delegate would otherwise have been rostered to work 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 sub-clause 11.21.1 of this Agreement.

Delegates - Leave to undertake UWU projects.

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

3.5. Union fees

3.5.1. Payroll deduction

The Company will deduct Union membership fees, as levied by UWU 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 UWU each month together with all necessary information to

enable the reconciliation and crediting of membership fees to the membership records.

3.5.2. Direct Debit

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

3.6. Union Office

3.6.1. The Company will provide officers of UWW with the use of a Union office within the staff amenities facilities at the Southbank Casino complex. This office may be used by UWW delegates subject to clause 4 of this Agreement.

3.7. Use of noticeboards by UWW

3.7.1. UWW may use the Company-designated Union noticeboards in the IDs employee restaurant, in the immediate vicinity of the on-site Union office, in the IDs break room and the West End break room. Union material may not be placed in any other locations except as expressly agreed by the Company.

3.7.2. 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.

3.7.3. 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.

3.8. Union badges

3.8.1. 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.

3.9. Contractors

3.9.1. The Company will encourage any relevant contractors or labour hire providers utilised by it to conduct two Union convened paid workplace meetings each calendar year (maximum 1 hour duration).

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

3.10. Workplace Consultative Meetings

3.10.1. 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 paid time; attendance may take place prior to the rostered start of shift or at the end of the rostered shift, or during the 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. The Company will facilitate attendance at these meetings by ensuring staff will be rostered, subject to operational needs, to attend the workplace meeting. 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.

3.10.2. 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) a roster period which includes Lunar New Year, Christmas, Spring Racing Carnival, Aussie Millions Poker Tournament or the Australian Open; or
- b) A roster period which includes Easter or the AFL Grand Final.

3.10.3. Meetings will last no longer than 30 minutes duration, and employees will be granted reasonable travel time to and from the meeting in addition to the 30 minute allowance, back to their rostered shift so long as the meeting is held on-site at the Company premises.

3.10.4. Meetings will commence and finish on time.

3.10.5. The meetings can only discuss matters specifically relating to the Company's operations and may include consultation regarding this Agreement and subsequent arrangements between the parties. Any communications regarding the meetings to staff will be in an appropriate manner. Both parties will provide the other any communications to employees covered by this Agreement regarding the paid meetings prior to distribution.

3.11. 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.

4. Right of Entry Protocol

4.1. This protocol deals with the way in which right of entry arrangements are to operate given the nature of the Company's operations.

4.2. This clause will not be implemented so as to provide for an entitlement to enter the Company's premises for a purposes identified in Part 3-4 of the Act other than in

accordance with Part 3-4 of the Act.

- 4.3. 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 and the Company's requirements relating to secure areas and the necessity to avoid any disruption to its operations).
- 4.4. Subject to the provision of 24 hours written notice to the Company's Executive General Manager – People and Culture (including by e-mail), UWU can access its on-site office at the complex, the designated table outside IDs staff restaurant, the employee break room located opposite the IDs staff restaurant, the IDs 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.
- 4.5. The Company may, at its discretion, require that UWU permit holders sign in/out on a log maintained at staff entry.
- 4.6. UWU agrees that under no circumstances will Union business be conducted on the gaming floor or in any other areas of the Southbank Casino complex except as provided in sub-clause 4.4 of Attachment B, unless expressly agreed by the Company.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.

5. Consultative Committees

- 5.1. The Company and the Union will establish or continue the following consultative committees as set out in this clause to facilitate discussions between management and employees relating to the effective and safe operation of this Agreement and the workplace. Once established each committee shall meet at least once every quarter or as otherwise agreed or stated in this attachment.
- 5.2. Committee members will be elected by a ballot process where there is more than one nomination per role.
- 5.3. The Union may nominate members for each committee, however, Union membership is not a prerequisite to membership in a consultative committee.
- 5.4. The Company will only refuse a request by a member of a consultative committee for paid time off during rostered hours to attend a committee meeting reasonably,

where they are urgently required for work and a replacement staff member cannot be found.

5.5. Employee Consultative Committee

5.5.1. The Company will maintain the existing Employee Consultative Committee (ECC), which will meet quarterly, comprised of senior managers (as designated by the Company), employee representatives from across the different business units within the Company and others, as outlined below.

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

5.5.2. Elected employee representatives may attend quarterly meetings as designated by the Company, without loss of pay. Elected employee representatives may utilise shift swap arrangements as outlined in clause 11.2.3 of the Agreement to attend the consultative meetings.

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

5.5.4. The purpose of the ECC will be to consult about the following:

- operational issues of a collective nature;
- Health and Safety issues under this Agreement of a collective nature;
- matters arising from the Agreement when of a collective nature; and
- communication and consultation about major change as set out in clause 26.1 of the main Agreement.

5.5.5. Departmental committees: Departments within the Company may choose to set up employee consultative sub-committees within those specific departments. Arrangements for those meetings shall be determined by the committee concerned.

5.6. Work-Life Rostering Committee

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

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

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

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

5.7. Career Progression Committee

5.7.1. The parties will maintain the existing 'F&B Career Progression Sub-Committee' as part of the business unit ECC, comprised of six representatives/delegates together with management representatives. The committee will meet once every six months to ensure the following:

- That the full-time F&B positions existing as at the commencement of the main Agreement have been filled and maintained, unless this is not sustainable due to legitimate and measurable operational needs and/or legislative changes;
- That the selection process for positions is in accordance with sub clause 8.15 of this Agreement;

- That the parties continue to develop the existing Front of House position descriptions to ensure they accurately reflect the work required to be performed by employees;
- That the criteria for progression to Front of House Level 3 is fair and objective and continues to be reviewed as necessary to achieve a fair and objective progression.

5.8. Full Time Jobs Committee

5.8.1. The parties will establish a 'Full Time Jobs Committee', to be comprised of no more than ten representatives/delegates together with management representatives and an official from the Union. The Union delegates will be enabled to attend without loss of pay.

5.8.2. The committee will meet quarterly to undertake the following tasks:

- To ensure that full-time positions existing as at the commencement of the main Agreement have been filled and maintained, unless this is not sustainable due to legitimate and measurable operational needs and/or legislative changes;
- To review the most recent financial performance of Crown Melbourne;
- To review current full time labour requirements of the Company in each department;
- To review the total number of full time employees in each department covered by this Agreement, and the number that have left the business in the 12 months prior to the meetings being held; and
- For the Committee to propose specific employees who are eligible for full time positions for the Company to consider converting. The Union may also nominate specific eligible employees for the Company to consider converting.