# REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO:** EA03/239

TITLE: Aristocrat Technologies Australia Pty Ltd Service Technicians
Enterprise Agreement 2003

**I.R.C. NO:** IRC3/6318

**DATE APPROVED/COMMENCEMENT:** 11 November 2003

**TERM:** 22

**NEW AGREEMENT OR** 

**VARIATION:** Replaces EA01/212

**GAZETTAL REFERENCE:** 5 December 2003

**DATE TERMINATED:** 

**NUMBER OF PAGES:** 16

# **COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees of the Company located at 71 Longueville Rd, Lane Cove, NSW 2066 and 85-113 Dunning Ave, Rosebery, NSW 2018 who are engaged in the classifications of field technicians and who fall within the coverage of the Electrical Electronic and Communication Contracting Industry (State) Award.

**PARTIES:** Aristocrat Leisure Industries Limited -&- the Electrical Trades Union of Australia, New South Wales Branch

# ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LTD SERVICE TECHNICIANS ENTERPRISE AGREEMENT 2003

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# 1. Title

This Agreement is entitled the Aristocrat Technologies Australia Pty Ltd Service Technicians Enterprise Agreement 2003.

# 2. Definitions

#### In this Agreement:

- 2.1 "Agreement" means this agreement;
- 2.2 "Award" means the Electrical, Electronic and Communication Contracting Industry (State) Award;
- 2.3 "Commission" means the Industrial Relations Commission of New South Wales;
- 2.4 "Company" means Aristocrat Technologies Australia Pty Ltd, 71 Longueville Road, Lane Cove, NSW, 2066;
- 2.5 "Employee" means an employee of the Company performing work within the scope of this Agreement;
- 2.6 "LAB" means the Liquor and Administration Board (NSW);
- 2.7 "Licence" means a licence issued by the LAB;
- 2.8 "RDO" means Rostered Day Off;
- 2.9 "Shift Employees" means an employee who works a regular roster that includes continuous early and late shift work.
- 2.10 "Union" means the Electrical Trades Union of Australia, New South Wales Branch; and
- 2.11 "Workplace" means the Company's workplace at 71 Longueville Road, Lane Cove, NSW, 2066 and 85-113 Dunning Avenue, Rosebery, NSW, 2018 and any other workplace of the Company and the workplaces of the Company's customers.

## 3. Objectives

The parties to this Agreement are committed to the following shared objectives:

- 3.1 ensuring customer satisfaction in the provision of the Company services by the Employees;
- 3.2 increasing the competitiveness, productivity, efficiency and flexibility of the Company and the Employees;
- 3.3 ensuring that there are no demarcations in the workforce and that Employees are multi-skilled;
- 3.4 creating a co-operative, safe and productive work environment; and
- 3.5 increasing the Company's competitive position whilst acknowledging that in the gaming and leisure industry customer satisfaction is paramount and that operational efficiency is critical to the profitability of the Company.

#### 4. Parties Bound

The parties bound by this Agreement are the Company, the Employees (including those whose base work location is in the Australian Capital Territory) and the Union.

## 5. Application of Agreement

5.1 This Agreement applies to the Company in respect to all Employees who are engaged as field technicians and are required to hold relevant gaming licences from the LAB.

5.2 Where there is any inconsistency between this Agreement and the Electrical Electronic and Communication Contracting Industry (State) Award, the Agreement shall prevail to the extent of the inconsistency.

## 6. Period of Operation

This Agreement shall come into operation from the date of approval by the Commission and remain in force until 30 September 2005.

## 7. No Extra Claims and Industrial Action

The Employees and the Union shall not pursue any extra claims, either Award or over-Award, for the life of the Agreement. There shall be no industrial action during the life of this Agreement with the exception of bona fide occupational health and safety issues.

#### 8. Not to Be Used as a Precedent

This Agreement shall not be used as a precedent to obtain similar terms and conditions of employment in any other State, Territory, Division, Plant or Enterprise.

## 9. Conditions of Employment

- 9.1 An Employee must:
  - (1) properly use and maintain all Company assets including clothing, tools and equipment supplied by the Company;
  - (2) use any technology and perform any duties which are within the limits of the Employee's skill, competence and training;
  - (3) maintain commitment to, and comply with, the Company's directions (consistent with the objectives of the Agreement) with respect to safety and customer satisfaction;
  - (4) comply with all Company policies as issued and amended by the Company from time to time; and
  - (5) successfully obtain and hold a relevant licence(s) as required by the LAB and to abide by the directions and conditions accepted in gaining a Licence. The Company may summarily dismiss an Employee who does not hold a valid licence and / or who has done anything that places in jeopardy the ability of that Employee or of the Company to hold a License. This must be done in accordance with the provisions in the Award and this agreement.
  - (6) complete all reporting of hours in a timely and accurate manner.
- 9.2 All new Employees (other than casuals) will be engaged on the basis of a 3 month probationary period, which shall count as employment service. The Company reserves the right to terminate a probationary Employee at any time during the 3 month probationary period subject to a week's notice or payment in lieu.
- 9.3 The Company may employ Employees on a specified task and/or specified period if it considers it appropriate to do so.

## 10. Grievance Procedure

10.1 The parties to this Agreement acknowledge that where there are any grievances or disputes at the Workplace it is desirable to place a maximum emphasis on their resolution without industrial action.

- 10.2 In the event of any grievance or dispute between the Company and Employee(s), the following procedure shall apply:
  - (1) The Employee shall initially raise the matter with the immediate manager;
  - (2) If the matter is not resolved at level (1), the Employee shall raise the matter with the next level Company manager or his/her designate;
  - (3) Should discussions as prescribed in (2) above fail, the Employee will be provided with telephone facilities to speak to any representative of the Union and request representation at a further conference to be held at a date and time mutually acceptable; and
  - (4) In the absence of any agreement following (3) above either party may refer the matter to the Commission for resolution.
- 10.3 Whilst the above procedure is being effected there shall be no stoppage of work or any industrial action on the understanding that the status quo will remain until the dispute has been resolved.

#### 11. Anti-Discrimination

- 11.1 It is the intention of the parties to seek to achieve the objective in section 3(f) of the *Industrial Relations Act* 1996 (NSW) to prevent and eliminate discrimination in the Workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, union affiliation, religion and age.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effect.
- 11.3 Under the *Anti-Discrimination Act* 1977 (NSW), it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
  - (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (2) offering or providing junior rates of pay to persons under 21 years of age;
  - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977 (NSW); or
  - (4) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## 12. Consultative Mechanism

The Company and Employees shall continue to participate in a consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity. This consultative mechanism shall operate under the Constitution as outlined at appendix C.

# 13. Workplace Flexibility

- 13.1 The parties acknowledge and agree that the working arrangements for hours of work provisions under this Agreement (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation between the Company and individual employees.
- 13.2 The parties acknowledge and agree that rostering flexibility is paramount to the needs of the business. The parties agree that local rostering provisions outside the terms of this agreement may be implemented by agreement with the employees concerned.
- 13.3 Under the terms of this Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

Hours of work Rostering Overtime Stand-by / Call-outs On-call

#### 14. Hours of Work

- 14.1 Hours of work shall be based on 38 hours ordinary hours per week. The ordinary hours of work shall be Monday to Friday from 6.00am to 9.00pm.
- 14.2 Shifts shall be of 4,8, or 12 hours duration. 8 hour shifts shall include a paid meal break of 30 minutes and 12 hour shifts shall include 2 paid 20 minute meal breaks. When rostered for a 12 hour shift, the last 3 hours of that shift shall be on call. No additional payment or call out rate shall apply in this instance.
- 14.3 Current localized rostering provisions allow for Employees to work up to 12 weekends per annum. The parties agree that Employees shall work no more than 12 weekends per annum, at 12 hours per day, unless as agreed or as required under clause 13. Weekend work shall be included in the employees' annualized salary rate as ordinary hours.
- 14.4 Employees will be required to report for duty for the first 3 hours of their shifts on Saturdays and Sundays or until contractual obligations are satisfied. The remainder of the shift may be on-call. At all times during the on-call component of the shift, employees must be ready, willing, able and available to report for duty, and to meet customer and contractual requirements.
- 14.5 Shift employees shall work an average of 42 hours per week across continual and rotating early and late shifts. Such employees shall be paid a loading of 15% for all hours worked on late shift.

#### 15. Rostering

- 15.1 Rosters shall be based around an 8 or 10 week cycle, or as determined on a regional basis.
- 15.2 Depending on regional rostering requirements, employees shall be entitled to a minimum of 12 rostered days off per annum.
- 15.3 Rosters shall be rolling. Where there is a need to change the rolling roster arrangement, the new roster will be published 2 weeks prior to the commencement of the new roster cycle.
- 15.4 Rosters can only be varied during that roster cycle by agreement between the employee and his / her manager.
- 15.5 The roster cycle shall only be changed following consultation between the Company and the Union and / or affected Employees.

# 16. Wages and Classifications

- 16.1 The minimum and maximum wages rates for Employees in each classification shall be as prescribed in Schedule A.
- 16.2 Employees will be classified in the appropriate classification under this Agreement, as Technical Assistant, Trainee, Service Technician, SUMIT / technical expert and Senior Technician. Descriptors of each level within the classification structure shall be as prescribed in Schedule B. All new Employees will be advised on their commencement of employment their classification, rate of pay and roster.
- 16.3 Employees within each classification will perform the full range of duties required for each classification including work that is incidental or peripheral to the main duties. Employees will work to the full extent of their skills, competence and training. No demarcations between work will exist at the Workplace.
- 16.4 By 30th September 2003, the Company implement the new classification structure for all employees based on the acquisition and use of skills and on the Company's operational requirements. The Company reserves the right to set a maximum number of positions for the SUMIT / Senior Technician band.
- 16.5 Employees may apply to be reclassified in September each year. Reclassification will be objective and will be based on the demonstrated acquisition and use of the skills, knowledge and behaviours as outlined in the classification structure.

## 17. Wage Increases

- 17.1 The Employees acknowledge that as a result of the implementation of the roster under clause 15, Employees will effectively receive a 1% wage increase to move from the 44 hour week under the previous Agreement.
- 17.2 Wage increases will be paid to employees as follows:
  - 17.2.1 Upon commencement of the new agreement, each employee will receive an increase to their pay of 4.5% paid as a weekly allowance in addition to current base salary.
  - 17.2.2 Upon reclassification, (no later than September 30, 2003) the above allowance will treated as follows:

Employees earning in excess of their band, will continue to receive the above allowance in addition to current salary, on a weekly basis. The allowance shall not be factored into calculations for items as listed under clause 18.2.

Employees currently within their classification, will have the above allowance included in their annualized salary up to the band maximum. Any increase in excess of the band maximum will continue to be paid as an allowance outside of their salary. The allowance shall not be factored into calculations for items as listed under clause 18.2.

Employees currently below their classification, will have the above allowance included in their annualized salary and may also receive a salary increase equivalent to the amount required to achieve the band minimum.

17.3 In year 2 of this Agreement, Employees may be either reclassified, reviewed within their current band (to a maximum of 4.5%) or continue to be paid a weekly allowance. It is acknowledged by the parties that employees earning in excess of the maximum amount for their band (annualized salary + allowance) will only receive base salary increases if they are reclassified or are no longer over the maximum salary for that band.

- 17.4 Wage increases will not apply to former TAB employees who elect to remain on TAB terms and conditions.
- 17.5 Wage increases under this clause shall be in lieu of any other wage or allowance increases granted by the Commission during the term of this Agreement.
- 17.6 Band minimum and maximum amounts shall move by 4.5% per annum, on 30th September each year.

## 18. Annualised Wages

- 18.1 Employees will receive annualised wages and will be informed of their annualised salary rate upon implementation of the classification structure.
- 18.2 The Employee's annualised hourly rate shall be used for calculations of the following elements:

periods of absence relating to personal illness or injury; public holidays; long service leave; annual leave; superannuation; and overtime in addition to in ordinary hours.

## 19. Standing-By

- 19.1 Standing-by shall be rostered as required to cover periods of work where an employee may be required to report for duty or to provide technical advice and guidance outside of their ordinary rostered hours.
- 19.2 An employee who is rostered as standing by shall be ready, willing, able and available to report for work as required.
- 19.3 An employee who is rostered as standing by shall be paid an allowance of \$75 per shift for shifts of 8 hours and 12 hours duration and \$60 per shift for shifts of less than 8 hours duration.
- 19.4 Where an employee who is standing by is required to report for duty, they shall be paid a minimum of 4 hours at overtime rates. If the employee is recalled again within the four hour period, the employee will not be paid any additional amounts unless the employee works in total in excess of four hours, in which case they will be paid overtime for actual time worked.

# 20. 24-Hour on-Call

- 20.1 Based on a pre-determined roster, Employees may be required to hold himself/herself in readiness to be called in to a customer between the hours of 8.00pm to 4.00am.
- 20.2 Placement on the 24 hour on-call roster shall be as follows:
  - 20.2.1 Volunteers shall be sought
  - 20.2.2 Team discussions will determine volunteers
  - 20.2.3 Where no volunteer is forthcoming, 24 hour on-call shall be rostered by the Company.
- 20.3 A call-out-by rate of \$300.00 (gross) per week be paid if an employee is required to be on-call.
- 20.4 Whilst on call, employees are not required to work the week.
- 20.5 Whilst on-call, 8pm to 4am is not considered a working shift.

#### 21. Overtime

- 21.1 It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the business and its customers.
- 21.2 All work done outside ordinary hours or rostered additional time or on an RDO, except where such RDO has been substituted by agreement between the Employee and their manager, is overtime.
- 21.3 Overtime shall be paid on the Employee's annualised hourly rate at time and a half for the first two hours and double time thereafter calculated on a weekly basis. All overtime worked on Sundays shall be at double time.
- 21.4 An Employee who works so much overtime between the completion of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 hours off duty between those times shall be released after completion of such overtime until they have had the 10 hours off duty without loss of pay for ordinary working time occurring during such absence.
- 21.5 If on the instruction of his/her manager if an Employee resumes or continues work without having had such rest period off duty, they shall be paid at double rates until they are released from duty for such rest period and they shall then be entitled to be absent until they have had the rest period off duty without loss of pay for ordinary time occurring during such absence.
- 21.6 An Employee working overtime shall be allowed a crib time of 20 minutes at the appropriate rate without deduction of pay after each 4 hours of overtime worked, if the Employee continues work after such crib time.
- 21.7 Unless the period of overtime is less than 1.5 hours, an Employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An Employee and his/her manager may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- 21.8 By agreement, an Employee and their manager may choose to grant time off in lieu of overtime, on an hour for hour basis.
- 21.9 Overtime will only be paid if pre-approved by the Employee's manager.

# 22. Public Holidays / Picnic Day

- 22.1 Subject to contractual obligations and business needs, Employees may be required to work on Good Friday and / or Christmas Day.
- 22.2 Placement on the roster for Good Friday and Christmas Day shall be as follows:
  - 22.2.1 Volunteers shall be sought
  - 22.2.2 Team discussions will determine volunteers
  - 22.2.3 Where no volunteer is forthcoming, these days shall be rostered by the Company.
- 22.3 Work on all public holidays other than those outlined in 22.2 shall be rostered by the Company as required.
- 22.4 Employees who are required to work on gazetted public holidays shall be paid either:
  - double time and one half for all hours worked; or

time and one half and a day in lieu

The affected Employee shall have the right to choose which of these options to take.

22.5 Aristocrat provides all eligible employees with an additional public holiday (picnic day) in accordance with the award provisions and with flexibility and consideration for business needs.

# 23. Superannuation

Contributions to superannuation will continue in accordance with relevant superannuation legislation.

#### 24. Personal Leave

- 24.1 Personal leave will accrue at the rate of 76 hours per completed year of service. Employees who claim one day's sick leave shall have 7.6 hours debited from their sick leave balance irrespective of the number of hours they were rostered to work.
- 24.2 Personal leave is cumulative from year to year to a maximum of 12 years and includes:
  - leave due to personal injury or illness (sick leave); and leave to care for an immediate family member who is ill or injured (carer's leave).
- 24.3 A medical certificate shall be required for any period of absence of 2 days or more, and for any single day immediately preceding or immediately after a public holiday.

#### 25. Blood Donor Leave

- 25.1 Employees who are absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 25.2 Employees shall arrange for their absence to be on a day suitable to the employer and be as close as possible to the ending of the ordinary working hours. Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance must be provided.
- 25.3 Further, employees shall notify the Company as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

#### 26. Annual Leave

Annual leave will be provided by the Company to Employees in accordance with the *Annual Holidays Act* 1944 (NSW) provided that:

- 26.1 Employees paid an annualised salary as set out in clause 18 will be paid at their weekly annualized rate for each week or day's annual leave taken; and:
- 26.2 Annual leave shall be taken at a mutually agreed time, in accordance with Company policy.
- 26.3 Annual leave shall be debited at 7.6 hours per day from the Employee's annual leave balance irrespective of the number of hours they would have been rostered to work, except for shift employees who will be debited actual rostered hours.
- 26.4 Employees will be entitled to 17.5% annual leave loading when on accrued (not pro-rata) annual leave. In addition Employees ceasing employment with the Company will be paid annual leave loading on the balance of outstanding accrued annual leave at the time of cessation.

26.5 Shift employees shall be entitled to an additional week's annual leave.

# 27. Long Service Leave

Long service leave will be provided by the Company to Employees in accordance with the *Long Service Leave Act* 1955 (NSW) provided that:

- 27.1 Employees paid an annualised salary as set out in clause 18 will be paid at their weekly annualised rate for each week or day of long service leave taken; and
- 27.2 Long Service Leave shall be taken at a mutually agreed time, in accordance with Company policy.

## 28. Termination of Employment

Employment may be terminated by either party on the following notice. The Company may pay in lieu of the notice.

Period of Continuous Service	Under 45 Years of Age	Over 45 Years of Age
1 year or less	1 week	1 week
1year to 3 years	2 weeks	2 weeks
3 years to 5 years	3 weeks	3 weeks
5 years and over	4 weeks	5 weeks

# 29. Redundancy

- 29.1 Where the Company has made a definite decision to introduce major change that is likely to have significant effects on Employees that may lead to the termination of employment, the Company will consult with the Employees directly affected as soon as is practicable.
- 29.2 The Company shall consult with affected Employees in an attempt to mitigate the adverse affects of such redundancies as soon as practicable.
- 29.3 If the Company makes Employees redundant then the Company shall pay the Employees affected a redundancy payment of 3 weeks per year for each completed year of service, to a maximum of 45 weeks.
- 29.4 Redundancies will be based on the job requirements of the Company and the skills of relevant Employees. Volunteers may be sought, but expressing an interest in voluntary redundancy does not guarantee that an offer of redundancy will be made by the Company. The principle of "last on first off" will not apply.
- 29.5 An Employee who has been made redundant may request that the Company provide up to 4 weeks Outplacement programming. The provider of this programming shall be chosen and paid for by the Company.

#### 30. Clothing

- 30.1 The Company will provide each Employee annually, or on a reasonable "wear and tear" basis, with:
  - (1) 5 shirts, one of which may be a polo shirt;
  - (2) 2 pair of trousers;

- (3) 1 clip-on tie; and
- (4) 1 jumper or jacket.

#### 31. Trade Union Training Leave

The Company shall allow 30 training days per year for training of its Employees at courses approved by the Trade Union Training Authority. The Company and the Union will discuss and agree which Employees and on what days they will attend such courses having regard to the operational needs of the Company.

## 32. Payment of Wages and Time Sheets

- 32.1 Wages will be paid weekly by electronic funds transfer.
- 32.2 Each Employee is responsible for the accurate and timely completion and provision of time sheets and production records including the PDA.

#### 33. Allowances

#### 33.1 Fares and Travelling Allowance

The Company will pay for all fares and/or expenses reasonably incurred by an Employee not provided with a motor vehicle in excess of those usually incurred by the Employee in travelling between his/her home and his/her place of work. Such fares and expenses shall include fares and/or expenses incurred in travelling between the place of work and a job and in travelling between jobs.

## 33.2 Licenses

Where an Employee has the necessary licenses to complete additional work (including, but not limited to, electrical work), and where the Company directs an employee to perform such work, The Company will pay an allowance for the use of additional skills as prescribed by the Award.

# 33.3 Acting Unit Manager

Where an Employee is directed to act in a Unit Manager's position for a minimum of one (1) week, that Employee shall be paid an allowance of \$150.00 per week.

# 34. Company Assets

- 34.1 Each Employee required to travel from their assigned location may be entitled to a motor vehicle and/or petrol card and/or mobile phone and / or PDA supplied by the Company. Employees provided with a motor vehicle are required to comply with the Company's motor vehicle policy. The Employee must not use the petrol card on the weekend, if not on duty or whilst on leave. The Employee is required to keep the motor vehicle in good order and repair. The Company will meet all necessary motor vehicle maintenance costs.
- 34.2 Mobile telephones issued by the Company to Employees must not be used for private purposes and may only be used in compliance with the Company's mobile phone policy.
- 34.3 Employees must maintain all Company assets and ensure their proper functioning at all times. If Company assets are not functioning appropriately and / or are lost, stolen or damaged, the Employee concerned is required to inform his/her manager immediately.

34.4 Employees on the termination of their employment are required to return all Company assets prior to the Employees leaving employment.

## 35. Union Dues

The Company agrees to make payroll deductions at the signed request of the Employee for Union dues during the life of this Agreement.

#### 36. Use of Contract Labour

The Company shall not use contract labour for periods in excess of 1 month without consultation through the mechanism as described in clause 12. The Company shall require contract labour organizations to pay their employees the minimum rates of pay as set out in this Agreement when performing work within the Technology Services division for the Company.

## 37. Signatories

Signed for and on behalf of Aristocrat Technologies Australia Pty Ltd.

Signature of authorised Company representative

Date

Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch.

Signature of authorised Union representative

Date

# **SCHEDULE A**

SCHEDULE A			
Rates applying based on the impl	ementation of the Cla	ssification Structure	
Title	Minimum Hourly rate	Minimum Annualised Rate	Maximum Annualised Rate
Technical Assistant	\$15.18	\$30,000	\$34,000
Trainee	\$18.47	\$36,500	\$36,500
Service Technician Level 1	\$19.23	\$38,000	\$42,000
Service Technician Lev el 2	\$21.25	\$42,000	\$45,000
Service Technician Level 3	\$22.27	\$44,000	\$50,000
Senior SUMIT / STIC	\$23.28	\$46,000	\$55,000

# **SCHEDULE B**

## SCHEDULE B - CLASSIFICATION STRUCTURE

The Classification structure shall be based on Aristocrat's Core Capabilities Framework, which details behaviours for the following:

# Valuing our Customers

Partners with customers, to understand their needs and expectations and deliver to commitment

# Running the Business

Using sound processes to manage my area of responsibility

## Change and Improvement

Initiates and embraces change, improving the way we do things

# People and Teams

Displays personal leadership and works with others to achieve mutual goals

# Interacting and Influencing

Adopts appropriate interpersonal styles to achieves desired outcomes

# Managing Myself

Takes responsibility for own performance and development; acts with integrity

# **Technical Expertise**

Applies technical and professional expertise in their work

# **SCHEDULE C**

## SCHEDULE C - CONSULTATIVE COMMITTEE CONSTITUTION

# ARISTOCRAT TECHNOLOGIES AUSTRALIA

# TECHNOLOGY SERVICES CONSULTATIVE COMMITTEE

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## 1. Name of Committee

This Consultative Committee will be known as the Aristocrat Technology Services Consultative Committee (hereafter referred to as "The Committee")

#### 2. Aims and Intent of the Committee

The aim of the Committee is provide a forum for feedback and consultation between management and service technicians across Technology Services throughout NSW.

Both management and employee representatives agree that effective consultation through this Committee is dependent upon:

- (a) information sharing
- (b) commitment and active participation from both groups

## 3. Structure of the Consultative Mechanism Within Technology Services

Technology Services will adopt a two tiered approach to consultation across the Group. The consultative structure will be made up of a Consultative committee for Service technicians (comprising employee-selected and management-appointed representatives by region), and through direct consultation between management and technicians at regional and unit levels (team meetings, team briefings, resolving grievances etc).

# 4. Membership of the Committee

The Committee will be made up as follows:

# 4.1 Employee representatives

Employee representation shall be comprised of technicians, as follows:

Sydney Metropolitan area: - 3 representatives

Country North: - 2 representatives (Newcastle / Far North)

Country South: - 1 representative

No employee representative will be discriminated against or treated unfairly by being a member of the Consultative Committee.

## 4.2 Employer representatives

Employer representatives shall be determined by the General Manager Technology Services, and shall not exceed the number of employee representatives.

An official from the Electrical Trades' Union (NSW Branch) will also be invited to participate as a member of the Committee, but shall not have voting rights.

Where an elected / nominated representative is unable to attend a meeting they may appoint an alternative person to attend the meeting on their behalf. The name and position of the alternative member must be provided to the next meeting's Chairperson at least 2 hours before the meeting is due to commence.

#### 5. Scope

As indicated by its name, the Committee's main role will be to facilitate consultation across Technology Services.

The following matters may be discussed by the Committee and, where appropriate, decisions made and agreements reached by the Committee will go to Technology Services management in the form of recommendations, to enable decisions made by the Company to take into account the views of Service technicians through their representatives.

Matters for discussion may include, but are not limited to:

- 5.1 EBA implementation
- 5.2 Current market conditions and general conditions of the industry
- 5.3 Occupational health and safety matters
- 5.4 Implementation of employee development and review systems, job design, skill development, communication and education mechanisms
- 5.5 To improve productivity and efficiency of the Company, and to increase its competitiveness both nationally and internationally
- 5.6 To maximise job satisfaction and the quality of working life for Service technicians

The Consultative Committee shall consider and address those issues that cannot be dealt with at a local level, or that affect all or the majority of Service technicians or business operations. The Committee shall not be a forum for airing and addressing individual grievances or concerns. These shall continue to be addressed via the Company / EBA's formal Grievance-handling procedures.

# 6. Selection of Employee / Union Representatives on the Committee

Employee representatives on the Committee shall be either elected or appointed by the majority of employees within the area requiring representation.

## 7. Voting Powers

Voting on any issue before the Committee shall be limited to the representatives as defined in clause 4.1 and 4.2 of this Constitution. Where an alternate representative is required to assume the duties of an absent Committee member, the alternate representative shall assume the voting rights of the absent member.

## 8. Vacation of Office on the Committee

## 8.1 Resignation

A representative will cease to be a member of the Committee if they resign from the Committee or from Technology Services. An alternate representative will stand in until a new representative is appointed or elected.

# 8.2 Employer Representatives

An employer representative may be removed and / or replaced at the discretion of the General Manager.

## 9. Office Bearers

The Chairperson will alternate between employee and management representatives of the Committee, and the Chairperson for the next meeting will be determined at the close of each meeting. The Union official on the Committee is not eligible to be the Committee's Chairperson nor to undertake any other role on the committee.

Technology Services will provide secretarial assistance to the Committee. The Secretary is not an employee elected representative and is not entitled to vote on matters being considered by the Committee, unless appointed dually as a management representative to the Committee.

## 10. Responsibilities

- 10.1 All Committee members have the following responsibilities:
  - (a) to attend all meetings and to give serious consideration to all matters raised
  - (b) to represent the views of their colleagues
- 10.2 Chairperson / Deputy Chairperson (in Chairperson's absence)

The Chairperson is responsible for the following:

- (a) To convene ordinary meetings of the Committee in accordance with the provisions of this Constitution and any resolutions, directions and recommendations of the Committee.
- (b) To chair and maintain control of the meeting and to deal with agenda items
- (c) To review and sign minutes of any previous meeting once the Committee has confirmed them
- (d) To permit, with concurrence of the Committee, attendance at committee meetings by persons who may be of assistance (but may not vote) to the Committee in its deliberations at any time.

# 10.3 Secretary

The Secretary is responsible for the following:

- (a) To record, prepare and distribute minutes of each meeting to Committee representatives, so that representatives are in receipt of the minutes within 5 working days of the meeting being held.
- (b) To prepare and distribute the agenda for any meeting so that representatives are in receipt of the agenda at least 5 working days before the next meeting.

#### 11. Training of Committee Members

All Committee members will receive appropriate training to comply with Award/EBA requirements.

# 12. Quorum

A quorum will consist of three employee representatives and at least two management representatives.

# 13. Frequency and Duration of Meetings

Meetings will be held every 6 weeks for a maximum of 2 hours duration unless otherwise agreed or required. In the case of extraordinary meetings, a member must request such a meeting in writing, including the agenda item(s) for discussion in such a request. The request shall be forwarded to the next meeting's Chairperson for consideration.

# 14. Communication With Employees and Access to Information

Communication from the Consultative Committee to other employees will be through team meetings and / or flyers / minutes being posted in workplaces.

The Committee will be provided with access to information as required to operate and make decisions effectively, however it is recognised that management will be unable to provide certain information that is covered by privacy legislation or is deemed commercial-in-confidence.