

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA06/166

TITLE: Aristocrat Technologies Australia Pty Ltd Service Technicians Enterprise Agreement 2005

I.R.C. NO: IRC6/347

DATE APPROVED/COMMENCEMENT: 17 February 2006 / 17 February 2006

TERM: 31

NEW AGREEMENT OR VARIATION: Replaces EA03/239.

GAZETTAL REFERENCE: 5 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Aristocrat Technologies Australia Pty Limited located at 71 Longueville Rd, Lane Cove, NSW 2066 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 Technologies Australia Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch



**ARISTOCRAT TECHNOLOGIES
AUSTRALIA PTY LTD SERVICE TECHNICIANS
ENTERPRISE AGREEMENT 2005**

1. TITLE

The Agreement will be known as the Aristocrat Technologies Australia Pty Ltd Service Technicians Enterprise Agreement 2005.

2. DEFINITIONS

In the Agreement:

- 2.1. "Agreement" means this Agreement;
- 2.2. "Award" means the Electrical, Electronic and Communication Contracting Industry (State) Award as it stands as at November 1st 2005.
- 2.3. "Commission" means the Industrial Relations Commission of New South Wales;
- 2.4. "Company" means Aristocrat Technologies Australia Pty Ltd;
- 2.5. "Employee" means an Employee of the Company performing work as a field technician within the scope of this Agreement and who are required to hold relevant gaming licences from the LAB;
- 2.6. "LAB" means the Liquor and Administration Board (NSW);
- 2.7. "Licence" means a licence issued by the LAB
- 2.8. "Red Circle Allowance" means an allowance paid in lieu of a annual base wage increase where annual base wage is in excess of the maximum wage for the relevant band.
- 2.9. "RDO" Means Rostered Day Off;
- 2.10. "Shift Employees" means an Employee who works a regular roster that includes continuous early and late shift work.
- 2.11. "Union" means the Electrical Trades Union of Australia, New South Wales Branch; and
- 2.12. "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 the 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 the Agreement are the Company, the Employees (including those Employees whose base work location is in the Australian Capital Territory) and the Union.

5. APPLICATION OF AGREEMENT

- 5.1. The Agreement applies to the Company in respect to all Employees performing work as a field technician within the scope of this Agreement and the classification detailed in this Agreement.
- 5.2. The Agreement shall be read in conjunction with the Award. Where there is any inconsistency between the 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

The Agreement shall come into operation from the date of approval by the Commission and will remain in force until 30 September 2008

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 the Agreement with the exception of bona fide occupational health and safety issues. Where any disagreement arises including the area of Occupational Health and Safety, the parties will follow the grievance procedure in full.

8. NOT TO BE USED AS A PRECEDENT

The 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. The Employees that are covered by the Agreement agree to:
 - 9.1.1. Properly use, maintain and secure all Company assets including clothing, tools and equipment supplied by the Company;
 - 9.1.2. Use any technology and perform any duties which are within the limits of the Employee's skill, competence and training;
 - 9.1.3. Maintain commitment to, and comply with, the Company's directions (consistent with the objectives of the Agreement) with respect to safety and customer satisfaction;
 - 9.1.4. Comply with all Company policies as issued and amended by the Company from time to time;

- 9.1.5. Successfully obtain and hold a relevant licence(s) as required by the LAB / regulatory authority and to abide by the directions and conditions accepted in gaining a Licence. The Company may 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 the Agreement; and
- 9.1.6. 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 of notice.
- 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 the 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), or if the Employee feels that it cannot be resolved at level (1) the Employee shall raise the matter with the next level Company Manager or his/her designate:
 - (3) If the Employee feels the matter is satisfactorily serious or not appropriate to be raised in accordance with (1) and (2) above, then they are able to raise the issue directly with Human Resources or the Service Manager directly. If the Service Manager or Human Resources determine that the matter can be resolved at a lower level, the Employee may be directed to follow steps (1) or (2) as appropriate.
 - (4) 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
 - (5) In the absence of any agreement following (4) 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 the Agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of the 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:
 - 11.4.1. Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 11.4.2. Offering or providing junior rates of pay to persons under 21 years of age;
 - 11.4.3. 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
 - 11.4.4. A party to the 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 Schedule C.

13. WORKPLACE FLEXIBILITY

- 13.1. The parties acknowledge and agree that the working arrangements for hours of work provisions under the 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 the 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 Company's business. The parties agree that local rostering provisions may be required and that this may be achieved by mutual agreement between the Employee(s) affected and the Manager.

13.3. Under the terms of the Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

- (1) Hours of work
- (2) Rostering
- (3) Overtime
- (4) Stand-by / Call-outs
- (5) On-call

14. HOURS OF WORK

14.1. Field Employees

- 14.1.1. 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.
- 14.1.2. Rostered shifts shall be between 4 and 12 hours duration.
- 14.1.3. 8 hour shifts shall include a paid meal break of 30 minutes and 12 hour shifts shall include 2 paid 20 minute meal breaks.
- 14.1.4. 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.
- 14.1.5. Employees rostered to work a shift starting at midnight will work a maximum shift of 12 hours. If the Employee is requested to work in a location other than the region he/she is assigned to, travel time in excess of 1 hour in each direction will be considered time worked as part of that shift, i.e. no midnight shift shall exceed 14 hours maximum inclusive of 2 hours unpaid travel.
- 14.1.6. Employees will be rostered to cover weekends consistent with current localized rostering provisions. Employees may, by mutual agreement, enter into local arrangements to change the allocation of weekends. Where an Employee is rostered to work but does not wish or is unable to work for any reason other than certified sick leave, that Employee is responsible for agreeing such a change with a fellow Employee and for ensuring that any change in the roster is communicated to the Manager.
- 14.1.7. 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 shall 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.
- 14.1.8. Where business requirements allow, weekend shifts may be on-call for the duration of the shift. Where the entire shift is on-call, Employees must be ready, willing and able to report for duty and to meet customer and contractual requirements.
- 14.1.9. Where an Employee is rostered to do more than 18 weekends per annum, the Employee will have the option to have all weekends worked in excess of 18 paid at either overtime rates or to take time off in lieu as per clause 21.

14.2. Shift Employees

- 14.2.1. Shift Employees shall work an average of 42 hours per week across continual and rotating early and late shifts.
- 14.2.2. Shift Employees shall receive an annual base wage as outlined in Schedule A in respect of their working week.
- 14.2.3. Shift Employees shall be paid a loading of 15% for all hours worked to compensate for the rotating shift pattern.

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 mutual agreement between majority of the Employees affected and the Manager.
- 15.5. The roster cycle shall only be changed following consultation between the Company and the Union and / or affected Employees.
- 15.6. All regional roster variations should be documented and copies sent to the Company and the Union.

16. WAGES AND CLASSIFICATIONS

- 16.1. The minimum and maximum annual base wage rates for full-time Employees in each classification shall be as prescribed in Schedule A. Part-time employees shall be paid on a pro-rata basis.
- 16.2. Employees will be classified in the appropriate classification under the Agreement as outlined in Schedule B. 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 of 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. The classification structure is based on the acquisition and use of skills and on the Company's operational requirements. The company agrees to review the competencies, skills and experience requirements for each level of the classification structure, and, where changes are made, to communicate the revised structure to all Employees and the Union by 31 August 2006.

- 16.5. The Company reserves the right to set a maximum number of positions at the Senior Technician level.
- 16.6. During the classification review the company may add to the classification structure in line with business requirements.
- 16.7. The company will review all Employees classified as Trainee Technician or Technician 1 annually in line with the classification requirements for their position.
- 16.8. All other employees may apply for reclassification annually.

17. WAGE INCREASES

17.1. Field Employees

- 17.1.1. From February 1 2006, all field Employees shall receive an allowance of \$200 per day for each Saturday and Sunday that they are rostered to work unless the on-call arrangements outlined in Clause 14.1.8 and / or the roster change arrangements outlined in Clause 14.1.7 are invoked.
- 17.1.2. Where an Employee works a standby shift on a Saturday or Sunday as outlined in Clause 14.1, the Employee shall receive the stand-by and call-out payments outlined in Clause 18, to a maximum of \$200 per day.
- 17.1.3. The parties agree that the provision of the allowance for weekend work is equivalent to and in lieu of a 3.75% wage increase per annum.
- 17.1.4. Field Employees who are not included on the weekend roster shall receive an amount equivalent to 3.75% of their annual base wage as a weekly allowance. This allowance shall not be factored into calculations for items as listed under clause 18.3.

17.2. Shift Employees

- 17.2.1. Shift Employees engaged on a continuous rotating shift shall receive an amount equivalent to 3.75% of their annual base wage as a weekly allowance. This allowance shall not be factored into calculations for items as listed under clause 18.3.
- 17.2.2. Should a shift Employee transfer to a field position, this allowance shall cease and the Employee shall instead be entitled to the weekend payments as outlined under clause 17.1

17.3. Red-Circle Allowance

- 17.3.1. Employees currently receiving a "red-circle allowance" shall continue to receive this amount as a separate allowance outside of base wage. This allowance shall not be factored into calculations for items as listed under clause 18.3.
- 17.3.2. It is acknowledged by the parties that Employees earning in excess of the maximum amount for their classification will only receive base wage increases if they are reclassified and their combined base wage and red-circle allowance are no longer above the maximum base wage for that classification.

18. WAGES

- 18.1. Employees will be informed of their hourly rate of pay and base wage upon commencement of the agreement / employment.
- 18.2. The Employee's hourly rate shall be calculated by dividing the annual base wage by 52, then dividing by 38 for non-shift Employees and 42 for Shift Employees (Employee's hourly rate of pay).
- 18.3. The Employee's hourly rate shall be used for calculations of the following elements:
 - (1) periods of absence relating to personal illness or injury;
 - (2) public holidays;
 - (3) long service leave;
 - (4) annual leave;
 - (5) superannuation; and
 - (6) 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 shifts of greater than 8 hours duration or \$60 per shift for shifts of 8 hours or less duration. No stand-by shift shall exceed 12 hours in total.
- 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 4 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:
 - (1) Volunteers shall be sought
 - (2) Team discussions will determine volunteers
 - (3) Where no volunteer is forthcoming, 24 hour on-call shall be rostered by the Company.
- 20.3. An all-inclusive call-out-by rate of \$300.00 (gross) per week shall 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 Company's 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 hourly rate of pay 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 the Employee's hourly rate of pay.
- 21.4. Where an Employee is directed to cover a weekend shift due to another Employee's illness and is notified after 1pm on the day immediately preceding the weekend shift, they will be paid the appropriate overtime or stand-by rates for that shift as per clause 21.3 and clause 19.
- 21.5. Timesheets for overtime worked should be submitted to the Manager no later than 7 working days following completion of the overtime shift
- 21.6. 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.
- 21.7. If on the instruction of his/her Manager 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.
- 21.8. 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.
- 21.9. 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 Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- 21.10. An Employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time agreed with the Company. Time off in lieu of overtime will be provided on an hour for hour basis.
- 21.11. 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:
 - (1) Volunteers shall be sought
 - (2) Team discussions will determine volunteers
 - (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:
 - (1) double time and one half for all hours worked (calculated on the Employee's hourly rate of pay); or
 - (2) time and one half (calculated on the Employee's hourly rate of pay) and a day in lieu

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

- 22.5. The Company 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 10 days per completed year of service.
- 24.2. Field 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.
- 24.3. Shift Employees who claim one day's sick leave shall have 12 hours debited from their sick leave balance irrespective of the number of hours they were rostered to work.
- 24.4. Personal leave is cumulative from year to year to a maximum of 12 years and includes:
 - (1) leave due to personal injury or illness (sick leave); and
 - (2) leave to care for an immediate family member who is ill or injured (carer's leave).
- 24.5. A medical certificate shall be required for any period of absence of 2 days or more, or for any Saturday or Sunday where an Employee agreed to work (either as rostered or as varied by agreement between Employees) 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 Company 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

- 26.1. Annual leave will be provided by the Company to Employees in accordance with the Annual Holidays Act 1944 (NSW) except that:
 - 26.1.1. Employees will be paid at their hourly rate of pay as set out in clause 18 of the Agreement for each week or day's annual leave taken; and
 - 26.1.2. Annual leave shall be taken at a mutually agreed time, in accordance with Company policy.
 - 26.1.3. 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.
 - 26.1.4. Employees will be entitled to 17.5% annual leave loading on hourly rate/annual base wage 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.
- 26.2. Shift Employees shall be entitled to one additional week's annual leave per annum.

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) except that:

- 27.1. Employees paid at their hourly rate / annualised wage as set out in clause 18 will be paid this 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
1 year 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 or pro rata for each part-completed year of service, to a maximum of 45 weeks.
- 29.4. If the Company makes Employees redundant, the Employees affected may be entitled to receive payment in respect of accrued sick leave, to a maximum of 7 weeks. Any payment in respect of sick leave shall be paid as an eligible ETP payment.
- 29.5. 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.
- 29.6. An Employee who has been made redundant may request that the Company provide up to 4 weeks outplacement service. The provider of this service 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 business shirts,
 - (2) 1 polo shirt;
 - (3) 2 pair of trousers;
 - (4) 2 ties; and
 - (5) 1 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. Employees' annual base wage 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 (within 7 working days) 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 traveling between his/her home and his/her workplace. Such fares and expenses shall include fares and/or expenses incurred in traveling between the place of work and a job and in traveling between jobs/workplaces.

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 Manager

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

33.4. Temporary Redeployment Allowance

Employees will receive a traveling allowance of their current hourly rate of pay (or part thereof) when required to travel at the company's direction when all of the following circumstances are met:

- (1) The travel time required in one direction is in excess of 2 hours
- (2) The travel is directly related to an overtime shift
- (3) The work requirement is in a service area other than the one they are assigned to work in
- (4) The overtime requirement is within NSW or ACT

In such cases, the Employee will receive the allowance for all time spent traveling in excess of 2 hours in either direction.

COMPANY ASSETS

- 33.5. 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 and / or laptop computer supplied by the Company. Employees provided with a motor vehicle are required to comply with the Company's motor vehicle policy.

Employees provided with a laptop computer are required to comply with the Company's internet and email use policies. 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.

- 33.6. 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.
- 33.7. Employees must maintain all Company assets and ensure their security and 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.
- 33.8. Employees on the termination of their employment are required to return all Company assets prior to the Employees leaving employment.

34. UNION DUES

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

35. 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 the Agreement when performing work within the Technology Services division for the Company.

36. 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.

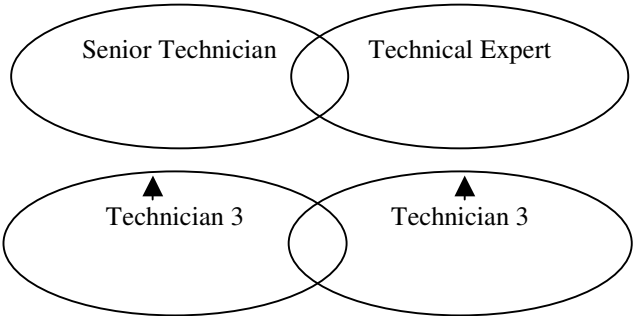
Signature of authorised Union Representative Date

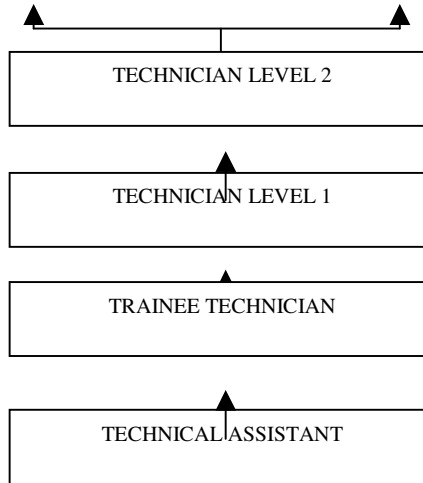
SCHEDULE A		
Title	Minimum Annual Base Wage Rate	Maximum Annual Base Wage Rate
Technical Assistant	\$31,350.00	\$35,530.00
Trainee	\$38,142.50	\$38,142.50
Service Technician Level 1	\$39,710.00	\$43,890.00
Service Technician Level 2	\$43,890.00	\$47,025.00
Service Technician Level 3	\$47,025.00	\$52,250.00
Senior Technician	\$48,070.00	\$57,457.00

SCHEDULE B – CLASSIFICATION STRUCTURE

The Classification structure shall be based on The Company’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 – 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

- 2.1. The aim of the Committee is provide a forum for feedback and consultation between management and service technicians across Technology Services throughout NSW.
- 2.2. Both management and Employee representatives agree that effective consultation through this Committee is dependent upon:
 - 2.2.1. information sharing
 - 2.2.2. commitment and active participation from both groups
 - 2.2.3. Structure of the Consultative Mechanism within Technology Services
- 2.3. 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).

3. MEMBERSHIP OF THE COMMITTEE

The Committee will be made up as follows:

- 3.1. Employee representatives
Employee representation shall be comprised of technicians, as follows:
 - 3.1.1. Sydney Metropolitan area: 3 representatives
 - 3.1.2. Country North: 2 representatives (Newcastle/Far North)
 - 3.1.3. Country South: 1 representative
- 3.2. No Employee representative will be discriminated against or treated unfairly by being a member of the Consultative Committee.
- 3.3. Company representatives
 - 3.3.1. Company representatives shall be determined by the General Manager Technology Services, and shall not exceed the number of Employee representatives.
- 3.4. 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.
- 3.5. 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.

4. SCOPE

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

4.2. 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.

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

- 4.3.1. EBA implementation
- 4.3.2. Current market conditions and general conditions of the industry
- 4.3.3. Occupational health and safety matters
- 4.3.4. Implementation of Employee development and review systems, job design, skill development, communication and education mechanisms
- 4.3.5. To improve productivity and efficiency of the Company, and to increase its competitiveness both nationally and internationally
- 4.3.6. To maximise job satisfaction and the quality of working life for Service technicians

4.4. 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.

5. 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.

6. SELECTION OF EMPLOYEE / UNION REPRESENTATIVES ON THE COMMITTEE

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

6.2. The term of office for Employee representatives shall be for no more than two years unless re-elected.

7. VACATION OF OFFICE ON THE COMMITTEE

7.1. 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.

7.2. End of Term

A representative will cease to be a member of the Committee upon the expiry of the term of office, unless re-elected or appointed by a majority of the Employees within the area requiring representation.

7.3. Company Representatives

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

8. OFFICE BEARERS

8.1. 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 or to undertake any other role on the committee.

8.2. 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.

9. RESPONSIBILITIES

9.1. All Committee members have the following responsibilities:

9.1.1. to attend all meetings and to give serious consideration to all matters raised

9.1.2. to represent the views of their colleagues

9.2. Chairperson / Deputy Chairperson (in Chairperson's absence)
The Chairperson is responsible for the following:

9.2.1. To convene ordinary meetings of the Committee in accordance with the provisions of this Constitution and any resolutions, directions and recommendations of the Committee.

9.2.2. To chair and maintain control of the meeting and to deal with agenda items

9.2.3. To review and sign minutes of any previous meeting once the Committee has confirmed them

9.2.4. 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.

9.3. Secretary

9.3.1. The Secretary is responsible for the following:

9.3.2. 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.

9.3.3. 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.

9.3.4.

10. TRAINING OF COMMITTEE MEMBERS

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

11. QUORUM

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

12. 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.

13. COMMUNICATION WITH EMPLOYEES AND ACCESS TO INFORMATION

- 13.1. Communication from the Consultative Committee to other Employees will be through team meetings and/or flyers/minutes being posted in workplaces.
- 13.2. 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.