

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/212

TITLE: Aristocrat Technologies Australia Pty Ltd Enterprise Agreement
2001

I.R.C. NO: 2001/3646

DATE APPROVED/COMMENCEMENT: 6 June 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 27 July 2001

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees who are engaged as a field technicians who hold relevant Gaming licences from the Liquor and Administration Board (NSW)

PARTIES: Aristocrat Technologies Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch



FILED

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ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LTD ENTERPRISE AGREEMENT 2001



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1. INTRODUCTION

This Agreement has been jointly developed by Aristocrat Technologies Australia Pty Ltd, its employees and the Electrical Trades Union of Australia, New South Wales Branch.

The objective of this Enterprise Agreement is to provide an excellent service to customers, optimize operational efficiencies based on world's best practice and to provide rewarding jobs for our employees.

2. TITLE

This Agreement shall be known as the Aristocrat Technologies Australia Pty Ltd Enterprise Agreement 2001.

Aristocrat Technologies Australia Pty Ltd Enterprise
Registered
Enterprise Agreement

Industrial Registrar

3. DEFINITIONS

For the Purpose of this Agreement:

- "Agreement" means this Enterprise Agreement.
- "Company" means Aristocrat Technologies Australia Pty Ltd.
- "Employee " means an employee of the Company performing work within the scope of this Agreement.
- "Parent Award " means the Electrical Electronic and Communication Contracting Industry (State) Award
- "Union " means the Electrical Trades Union of Australia, New South Wales Branch
- "RDO" means Rostered Day Off.
- "Technician Assistant" means an entry role position working under the direct supervision of a Technician until technical know-how is demonstrated.
- "Trainee" means an employee working under supervision of a technical or unit manager
- "Technician Level 2" means an employee who uses individual judgement of a situation with moderate difficulty, refers to Service Delivery Unit manager for advice.
- "Technician Level 1" means an employee who performs routine work in area of responsibility.
- "Senior Technician" performs routine work in area of responsibility, provides technical leadership.

4. OBJECTIVES

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

- To ensure customer satisfaction in the provision of services.

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- Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce, to ensure that there are no demarcations in the workforce and that all employees are multi skilled.
- Creating a co-operative, safe and productive environment on the Company's projects.
- The Company and the employees agree to commit to increasing the Company's competitive position. They acknowledge that in the gaming and leisure industry customer satisfaction is paramount and that operational efficiency is critical to the profitability of the Service Division.

5. PARTIES BOUND

Enterprise Agreement
Industrial Registrar

This Agreement shall be binding upon:

- Aristocrat Technologies Australia Pty Ltd, and
- All employees whether members of the Union or not, covered by this Agreement, and
- Electrical Trades Union of Australia, New South Wales Branch

6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect to all employees who are engaged as a field technician and who are required to hold relevant gaming licences from the Liquor and Administration Board (NSW).

- 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.

7. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of registration and remain in force until 6/6/01 2003.

8. NO EXTRA CLAIMS

The Employees and the Union shall not pursue any extra claims, either Award or over Award for the life of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the company until the Agreement's nominal expiry date has passed. Where any disagreement arises, the parties shall follow the Grievance Procedure contained in this Agreement.

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9. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other State, Territory, Division, Plant or Enterprise.

Registered
Enterprise Agreement

10. CONDITIONS OF EMPLOYMENT

- (a) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:
- (i) properly use and maintain all appropriate clothing and tools and equipment supplied by the Company for specified circumstances; and
 - (ii) use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
 - (iii) understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees.
 - (iv) maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety and customer satisfaction.
 - (v) successfully obtain and hold a relevant licence(s) as required by the Liquor Administration Board and to abide by the directions and conditions accepted in gaining the License. Additionally, the Company reserves the right to summarily dismiss an employee who has done anything that places in jeopardy the ability of that employee to hold the License.
- (b) All new employees (other than casuals) will be engaged on the basis of a 3-month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.
- (c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. GRIEVANCE PROCEDURE

- (a) Both parties acknowledge that where there are grievances it is desirable to place a maximum emphasis on the peaceful settlement of disputes without industrial action..
- (b) In the event of any dispute between an employer and one or more of its employees, it is agreed that the following procedure shall be adhered to:
- (c) The employee/s wishing to raise any matter affecting the employee/s shall:
 - (i) initially raise the matter with the employee/s immediate manager. If the matter is not solved at this level, the employee shall then:
 - (ii) raise the matter with the next level company manager or his/her designate.
- (d) Should negotiations as prescribed in (c) 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.
- (e) In the absence of agreement either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.
- (f) Whilst the above procedure is being effected ~~there shall be no stoppage~~ of work or any other industrial action and work will continue in accordance with the direction of the Company.

12. ANTI DISCRIMINATION

- (a) It is the intention of the parties to seek to achieve the objective in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (b) 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.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:-
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation
 - (ii) offering or providing junior rates of pay to persons under 21 years of age

- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*
- (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction
- (e) 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.

13. CONSULTATIVE MECHANISM

The Company shall establish a consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

14. HOURS OF WORK

- (a) The parties agree that the current working arrangements for hours of work provisions (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 and agreement between the Company and individual employees so as to provide greater flexibility and to meet operational requirements.
- (b) Where an employee works a roster system which equates to 352 hours on an 8 week cycle;
 - (i) Ordinary hours shall be any 352 in an 8 week period (comprising 304 ordinary hours and 48 hours of rostered additional time) based on a Roster determined by the Company after consultation with the employees effected.
 - (ii) The ordinary hours of work are to be arranged such that the employees have two RDO in an 8 week cycle. The employee may by agreement with the Company substitute another day for an RDO if the needs of the business require him/her to work that day.
- (c) Any employee who is rostered to work on a gazetted public holiday shall be paid at double time and a half.

15. WAGES AND CLASSIFICATION

- (a) The Company employs Field Technicians whose functions include but are not limited to the installation, maintenance and repair of electronic devices. Employees within each

classification will perform a wide range of duties including work, which is incidental or peripheral to their main tasks or functions. Employees will work to the full extent of their skills. No demarcation will exist at the workplace.

- (b) After the date of commencement of this agreement every new employee will be advised on commencement of their Grade and base earned rate for 38 hours of ordinary time and their appropriate roster.
- (c) The minimum wages rates for employees of each classification shall be as prescribed in Schedule A. These wage rates are effective from the dates specified in Schedule A. From the date of registration each employee receiving above the minimum levels will receive a 4.5% increase. All employees will be entitled to a further 4.5% increase from the anniversary date of certification. This will not apply to former TAB employees who do not elect to accept this Agreement and remain on TAB terms and conditions.
- (d) These wage increases shall be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement.

16. ROSTER

The roster system is based around an 8 week cycle. In each 8 week cycle the employee will work 304 ordinary hours and 48 hours overtime paid at time and a half. The exact roster will be determined on a regional basis.

The roster will be published seven days prior to the commencement of each cycle and can only be varied during that cycle by agreement between the employee and his/her manager.

17. CALL INS

- (a) An employee on the roster may be required to hold himself/herself in readiness to attend at a customer from 10pm to 7.00am. That employee will receive an overtime payment of a minimum of four hours work if required to attend any call ins.
- (b) Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours, if the job he/she was recalled to perform is completed within a shorter period. 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, then he will be paid overtime for actual time worked.
- (c) Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purpose of subclause 19(c) and (d), when the actual time worked is less than 4 hours on such recall or on each of such recalls.

18. ANNUALISED WAGES

Where an employee works a roster system which equates to 352 hours on an 8 week cycle;

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- (a) Each employees will receive an annualised wage paid weekly inclusive of:
- (i) 38 Ordinary hours of work at the base earned rate in accordance with their roster; and
 - (ii) 6 rostered overtime hours worked per week, paid at time and a half of the base earned rate;

These figures are based on an 8 week rostered cycle over 48 weeks.

- (b) The employee's annualised hourly rate shall equal the figure in (a) above and divided by 2288 and 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
- overtime in addition to that set out in Ordinary Hours (clause 14)



19. OVERTIME

Where an employee works a roster system which equates to 352 hours on an 8 week cycle. All work done outside ordinary hours, rostered additional time or on an RDO, except where such RDO has been mutually substituted (as defined in clause 14) is overtime.

- (a) It shall be paid on the employee's annualised hourly rate at time and half for the first two hours and double time there after calculated at the end of each 8 week cycle.
- (b) In computing overtime each week will be viewed separately for the purposes of calculation of the overtime if the work performed is overtime directed or approved outside the roster. Overtime will continue to be calculated at the end of the 8 weeks if in any week time is worked outside the roster and swapped within the roster by mutual consent.
- (c) An employee who works so much overtime between the completion of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day, that he/she has not had at least 10 hours off duty between those times shall be released after completion of such overtime until he/she has had the 10 hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) If on the instruction of his/her employer such and employee resumes or continues work without having had such rest period off duty, he/she shall be paid at double rates until he/she is released from duty for such rest period and he/she shall then be entitled to be

absent until he/she has had the rest period off duty without loss of pay for ordinary time occurring during such absence.

- (e) An employee required to work overtime after midday on a Saturday shall be paid double time rate for such work and double time on Sundays and double time and a half on gazetted public holidays.
- (f) 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.
- (g) 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 employer and employee 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.
- (h) Overtime will only be paid if pre approved by the employee's managerial Registrar

Enterprise Agreement

Managerial Registrar

20. SUPERANNUATION

Contributions to Superannuation will continue in accordance with the legislative requirements.

21. PERSONAL LEAVE

- (a) Personal leave will accrue at the rate of 44 hours for the first year of service and 68 hours in the second year of service and thereafter. Employees who claim one day's sick leave on a weekday shall have 8 hours and on a weekend shall have 12 hours debited from their sick leave balance.
 - 1. Personal leave is cumulative from year to year to a maximum of twelve years and includes:
 - (a) Leave due to personal injury or illness (sick leave)
 - (b) Leave to care for an immediate family member who is ill or injured (carer's leave)
 - 2. An employee who is absent for two or more consecutive days must provide a medical certificate. Any employee absent for two single day absences in a year will thereafter be required to provide a medical certificate for subsequent absences. Any employee absent at the beginning or end of a roster on personal leave must also provide a medical certificate.

22. ANNUAL LEAVE

See Annual Holidays Act, 1944. Annual leave shall be calculated and paid in accordance with the relevant statute. For those employees on the Annualised Salary as set out in clause 18, that will be paid at their weekly annualised rate for each week or days annual leave taken.

23. ANNUAL LEAVE LOADING

Employees will be entitled to 17.5% annual leave loading when proceeding on leave. In addition employees leaving the Company's service will be paid leave loading on the balance of outstanding annual leave at the time of leaving.

24. LONG SERVICE LEAVE

See Long Service Leave Act, 1955. Long Service Leave shall be calculated and paid in accordance with the relevant statute. For those employees on the Annualised Salary as set out in clause 18, that will be paid at their weekly annualised rate for each week or day of long service leave taken.

Enterprise Agreement
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25. TERMINATION OF EMPLOYMENT

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

Period of Continuous Service	Under 45	Over 45
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

26. REDUNDANCY

- (a) 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 the employees concerned and the direct representative as soon as is practicable.
- (b) If the Company makes employees redundant than the Company shall pay the those employees effected a redundancy payment using the scale set out below.

Period of Continuous Service	Under 45	Over 45
1 year or less	Nil	Nil
1 year to 2 years	4 weeks	5 weeks
2 years to 3 years	7 weeks	8.75 weeks
3 years to 4 years	10 weeks	12.5 weeks
4 years to 5 years	12 weeks	15 weeks
5 years to 6 years	14 weeks	17.5 weeks
6 years to 7 years	16 weeks	20 weeks
7 years to 10 years	22.5 weeks	30 weeks
10 years plus	30 weeks	34 weeks

27. CLOTHING

The Company will provide each employee annually with; 4 shirts (one of which may be a polo shirt), 2 pairs of trousers, 2 clip on ties and one jumper or Nylon jacket.

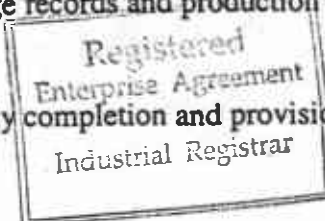
28. TRADE UNION TRAINING LEAVE

The Company shall allow 20 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 business needs of the Company.

29. PAYMENT OF WAGES

Wages will be paid weekly by electronic funds transfer (EFT). The employer shall comply with all provisions in relation to the keeping of time and wage records and production of pay slips in accordance with the *Industrial Relations Act 1996*.

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.



30. FARES AND TRAVELLING ALLOWANCES

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.

31. MOTOR VEHICLES AND MOBILE PHONES

- (a) Each employee required to travel from their assigned location may be entitled to a motor vehicle, petrol card and mobile phone supplied by the Company. Employees provided with a car are required to comply with the company 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 maintenance costs.
- (b) The mobile telephone must not be used for private purposes and may only be used in compliance with company mobile phone policy.

32. 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.

33. RENEWAL OF AGREEMENT


Discussions will take place no later than 8 weeks prior to the expiry of this Agreement to renegotiate a future agreement.

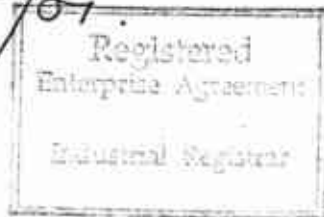


Signed for and on behalf of Aristocrat Technologies Australia Pty Ltd.

Signature  Date 18/5/01

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

Signature  Date 22/05/01



SCHEDULE A**Rates applying from the first full pay period on or after date of agreement.***

Grade	Title	Minimum Annualised Hourly Rate (clause		
Grade 10	Technician Assistant/ Trainee	\$12.79		
Grade 12	Technician Level 2	\$14.57		
Grade 14	Technician Level 1	\$15.99		
Grade 16	Senior Technician	\$20.10		

SCHEDULE A**Rates applying from the first full pay period on or after date of agreement.***

Grade	Title	Minimum 38 Hourly Rate		
Grade 10	Technician Assistant/ Trainee	\$12.12		
Grade 12	Technician Level 2	\$13.82		
Grade 14	Technician Level 1	\$14.96		
Grade 16	Senior Technician	\$18.81		