

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/298

**TITLE: Aristocrat Technologies Australia Pty Ltd Call Centre  
Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/5713

**DATE APPROVED/COMMENCEMENT:** 1 October 2004

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 19 November 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Aristocrat Technologies Australia Pty Limited, located at 71, Longueville Road, Lane Cove, NSW 2066, who are engaged as call centre agents within the Customer Service Centre, who fall within the coverage of the Telecommunications Service Industry Award

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

# ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LTD CALL CENTRE ENTERPRISE AGREEMENT 2004

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## Schedule A

### **1. Title**

This Agreement is entitled the Aristocrat Technologies Australia Pty Ltd Call Centre Enterprise Agreement 2004.

### **2. Definitions**

In this Agreement:

- 2.1 "Agreement" means this agreement;
- 2.2 "Award" means the Telecommunications Services Industry 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 "Shift Employee" means an employee who works a regular roster that includes continuous early and late shift work.
- 2.7 "Union" means the Electrical Trades Union of Australia, New South Wales Branch; and
- 2.8 "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.

### **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 and the Union.

### **5. Application of Agreement**

- 5.1 This Agreement applies to the Company in respect to all Employees who are engaged as call centre agents within the Customer Service Centre
- 5.2 Where there is any inconsistency between this Agreement and the Telecommunications Services Industry 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 for a period of 2 years.

### **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 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) Complete all paperwork 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 for a 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.

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. Workplace Flexibility**

12.1 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.

12.2 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

Shift Patterns

## **13. Consultative Mechanism**

The Company and Employees shall participate in a consultative mechanisms and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

## **14. Hours of Work**

14.1 Shift employees shall work an average of 42 hours per week across continual and rotating early and late 12 hour shifts.

14.2 Early shift is from 7:00am - 7:00pm; late shift is from 7:00pm - 7:00am.

14.3 Shift employees shall be paid a loading of 15% for all hours worked.

14.4 12 hour shifts shall include 2 paid 20 minute meal breaks. Shifts of less than 12 hours shall include a 30 minute unpaid meal break. Where current practice differs, the status quo will remain in place.

14.5 Employees engaged on a non-shift basis shall work an average of 38 hours per week.

14.6 Where an employee is engaged to work on a non-shift basis, ordinary hours shall be Monday - Friday from 7:00am to 7:00pm and Saturday from 7:00am to 1:00pm. Work during ordinary hours does not attract any shift loadings other than as may be defined in the award.

14.7 Penalties for shifts other than as defined in 13.2 shall be as per the award.

- 14.8 During the probationary period, an employee will be considered a trainee and will only be rostered to work during ordinary hours.

### **15. Rostering**

- 15.1 Rosters shall be based around a 12 week cycle
- 15.2 Rosters will be issued 2 weeks prior to the end of the current roster
- 15.3 Rosters can only be varied during that roster cycle by agreement between the employee and his / her manager.

### **16. Salary Payments**

- 16.1 All parties agree that the current annualised package (Annualised Base plus Superannuation) is comprised of the following elements:

Base Salary

Shift Allowance at 15% of base salary

Meal Allowance as per award

Superannuation at 9% of ordinary time earnings as defined by the relevant superannuation legislation

- 16.2 The Employee's 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.

### **17. Wages and Wage Increases**

- 17.1 The minimum wage rates for Employees shall be as prescribed in Schedule A. All new Employees will be advised on their commencement of employment their classification, rate of pay and roster.
- 17.2 Employees will effectively receive a 1% wage increase to base salary to move from the 48 hour week previously in place.
- 17.3 Upon certification of this agreement, the annualised hourly rate in place prior to the agreement will become the new base hourly rate. All parties agree that this equals a 3% increase to base salary.
- 17.4 In year 2, wage increases will be paid to employees as a 3.5% increase to the base salary on the anniversary of the agreement and paid on the first full pay period on or after the anniversary date.

### **18. Classification**

During the life of the agreement, the company will build a classification structure for Call Centre employees.

## **19. Overtime**

- 19.1 It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the business and its customers.
- 19.2 All work done outside ordinary hours or rostered additional time is overtime.
- 19.3 Overtime shall be paid on the Employee's hourly rate at time and a half for the first three hours and double time thereafter.
- 19.4 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.
- 19.5 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.
- 19.6 An Employee working overtime shall be allowed a rest break 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 a rest break.
- 19.7 By agreement, an Employee and their manager may choose to grant time off in lieu of overtime, on an hour for hour basis.
- 19.8 An employee required to work overtime on a Saturday or Sunday shall be paid for a minimum of three hours at the appropriate rate except where such overtime is worked prior to or at the conclusion of ordinary hours of work. In such circumstances, the employee shall receive payment at the rate prescribed in 17.3 hereof for the actual time worked
- 19.9 Overtime will only be paid if pre-approved by the Employee's manager.

## **20. Public Holidays / Picnic Day**

- 20.1 Subject to contractual obligations and business needs, Employees may be required to work on Good Friday and / or Christmas Day. Placement on the roster for Good Friday and Christmas Day shall be as follows:  
  
Volunteers shall be sought  
  
Team discussions will determine volunteers  
  
Where no volunteer is forthcoming, these days shall be rostered by the Company.
- 20.2 Employees who are required to work on gazetted public holidays shall be paid either:  
  
Double time and a half for all hours worked; or  
  
Time and a half and a day in lieu
- 20.3 The affected Employee shall have the right to choose which of these options to take.
- 20.4 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.

## **21. Superannuation**

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

## **22. Personal Leave**

- 22.1 Personal leave will accrue at the rate of 8 days per completed year of service. For shift employees, this equals 96 hours per annum. For non-shift employees, this equals 60.8 hours per annum. Part-time employees will accrue such leave on a pro-rata basis.
- 22.2 Personal leave will be debited at actual rostered hours
- 22.3 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).
- 22.4 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.

## **23. Blood Donor Leave**

- 23.1 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.
- 23.2 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.
- 23.3 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.

## **24. Annual Leave**

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

- 24.1 Annual leave shall be taken at a mutually agreed time, in accordance with Company policy.
- 24.2 Annual leave shall be debited at actual rostered hours.
- 24.3 Employees will be entitled to 17.5% annual leave loading on base salary 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.
- 24.4 Shift employees shall be entitled to an additional week's annual leave.

## **25. 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 Long Service Leave shall be taken at a mutually agreed time, in accordance with Company policy.



## 26. 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

## 27. Redundancy

- 27.1 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.
- 27.2 The Company shall consult with affected Employees in an attempt to mitigate the adverse affects of such redundancies as soon as practicable.
- 27.3 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 plus a pro-rata payment on a monthly basis for any incomplete year of service, to a maximum of 45 weeks.
- 27.4 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.
- 27.5 This clause will not apply if the business is transmitted, or if the employee is offered similar employment either with the purchaser of the business or with any other part of the business.

## 28. Trade Union Training Leave

The Company shall allow 3 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.

## 29. Payment of Wages

- 29.1 Wages will be paid weekly in arrears by electronic funds transfer.
- 29.2 Each Employee is responsible for the accurate and timely completion and provision of time sheets and production records where required.

## 30. Allowances

- 30.1 Acting Call Centre Manager

Where an Employee is directed to act in the Call Centre Manager's position for a minimum of two (2) weeks, that Employee shall be paid an allowance of \$150.00 per week.

## 31. Company Assets

- 31.1 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.

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

### 32. 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.

### 33. 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		
Title	Minimum Base Salary (Annual)	
	Year 1	Year 2
Trainee Call Centre Agent	\$30,000	\$31,050
Call Centre Agent	\$35,000	\$36,225