



Collective Employment Agreement



1 July 2022 – 31 August 2024

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This Collective Employment Agreement ("Agreement") is made under the Employment Relations Act 2000 and shall be binding on the signatory parties to it.

Combined SkyCity Auckland and Hamilton Terms

1. PARTIES

- 1.1 The parties to this Agreement are:
- SkyCity Management Ltd Trading as SkyCity Auckland and SkyCity Hamilton;
 - Unite Union on behalf of the SkyCity Employees' Association ("Unite" or "the Union").
- 1.2 This Agreement binds and is enforceable by SkyCity, Unite and the Employees covered by this Agreement.

2. SKYCITY'S COMMITMENT

- 2.1 SkyCity's purpose is that "we are trusted to create vibrant places for gaming, entertainment and hospitality". Employees agree that they will do everything they can in their jobs to help SkyCity achieve this purpose.

This includes a commitment from Employees to behave in accordance with SkyCity's values; Own It, Live It, Share It.

- 2.2 In return SkyCity aims to provide Employees with:
- The opportunity and training to develop to their full potential in a climate of teamwork and open communication
 - An organisation which adapts to the needs of its customers and Employees
 - Leadership that values an empowered and

diverse workforce, with the highest standards of integrity, ethics, mutual trust and individual dignity

2.3 SkyCity's Character and Culture Goals are "to offer a great and safe place to work, always put customers first and be responsible leaders in our communities". The Union accepts that an Employee's role is to help SkyCity create a fun and entertaining environment for its customers and a collaborative, team-based environment for the business.

2.4 SkyCity will ensure all employees are trained in Host Responsibility and Anti-Money Laundering on a regular basis.

2.5 **CERTIFICATE OF APPROVAL**
Employees must always have a Certificate of Approval as required by the Gambling Act 2003. Any Employee who does not have a Certificate issued by their start date, will not be able to start work until they get one. Employees who do not keep a Certificate of Approval will have their employment immediately terminated. SkyCity shall keep the original copy on file.

3. COVERAGE

3.1 This Agreement covers all waged Employees who are members of Unite and who work at the SkyCity Auckland site in any of the jobs listed in SkyCity Auckland Schedule A for which Clauses 1-39 plus Schedules A, B, and D-F apply

This Agreement also covers waged Employees who are members of Unite and who work at the

SkyCity Hamilton site in any of the jobs listed in Schedule G, for which Clauses 1-4, 39-74 plus Schedules G and I apply.

3.2 Subject to the terms and exceptions set out in Schedule C, this Agreement will also cover Unite members working at SkyCity Auckland in the salaried positions set out in Schedule C.

Subject to the terms and exceptions set out in Schedule H, this Agreement will also cover Unite members working at SkyCity Hamilton in the salaried positions set out in Schedule H.

3.3 This Agreement does not cover any other salaried positions at the SkyCity Auckland or Hamilton sites, but SkyCity recognises the right of any salaried person to choose to be a member of a union and with that to choose to be represented by their union in any negotiations for that employee's individual terms and conditions and to choose representation by their union in any employment related matters. When representing a salaried employee in relation to their individual rights the union will have to establish their authority to represent the employee (as per section 236 (3) of the Employment Relations Act 2000).

3.4 Where a new waged job is introduced by SkyCity Auckland which is not listed in Schedule "A", SkyCity and the union will meet to discuss adding the new job and a minimum rate to this Agreement and in these circumstances the variation procedure in clause 8 doesn't need to be followed. SkyCity will provide the Union with a position description and proposal relating to the

remuneration level prior to the discussion being held.

- 3.5 This Agreement will cease to apply to any Employee who is appointed or transferred to a new job that is not covered by this Agreement.

4. TERM

- 4.1 Those aspects of the agreement applying to employees working at SkyCity Auckland (as set out in clause 3.1 and 3.2 above) take effect from 1 July 2022 and will expire on 31 August 2024. Those aspects of the agreement applying to employees working at SkyCity Hamilton take effect from 1 October 2022 and will expire on 31 August 2024.

SkyCity AUCKLAND Specific Terms

5. SKYCITY AUCKLAND NEW EMPLOYEES

- 5.1 For those first 30 days new Employees who will perform work covered by this Agreement will be employed on an Individual Employment Agreement on terms and conditions that are not inconsistent with this collective agreement. If a new Employee doesn't belong to the union SkyCity will tell them:
- About this Agreement and that it covers their job
 - That they can join either union
 - How to contact the unions
 - That, if they join Unite union, they will be bound by this Agreement
- 5.2 SkyCity will give all new Employees whose jobs

are listed in Schedules "A" and "C" a copy of this Agreement and will give them an information pack including a Unite application form at the same time other employment forms are given out.

- 5.3 If the new Employee agrees, SkyCity will inform Unite as soon as practicable that the Employee has been employed by SkyCity.

6. SKYCITY AUCKLAND EMPLOYMENT STATUS

- 6.1 Employees may be employed on a full-time, part-time, fixed term or casual basis.

6.2 Full-time

A "Full-time Employee" is a permanent Employee who is regularly rostered to work:

- 8-hour shifts for an average of 40 ordinary hours per week; or
- 11-hour shifts on a shift cycle of 4 days on/4 days off; or
- 10-hour shifts on a shift cycle of 4 days on/3 days off, or
- varying shift spans that total an average of 40 ordinary hours per week

Wherever possible rostered days off shall be one after the other.

6.3 Part-time

A "Part-time Employee" is a permanent Employee rostered regularly for:

- Less than an average of 40 ordinary hours each week; or
- Less than 4 days per shift cycle of 4 days on/4 days off; or
- Less than 4 days per shift cycle of 4 on days

on/3 days off
Wherever possible rostered days off shall be one after the other.

6.4

Casual

A "Casual Employee" is an Employee who works on a basis that is intermittent or irregular on an 'as required' basis to meet SkyCity's needs. This could include working to:

- Relieve other Employees who are on leave or at training; or
- During peak periods; or
- During emergencies; or
- If not enough full-time or part-time Employees are available during ordinary hours.

6.5

Casual Employees will not be rostered to work regular shifts and SkyCity does not have to give work to Casual Employees. Casual Employees may decline to work a shift that they are offered, but once a Casual Employee accepts a shift, attendance for that shift is required.

6.6

Casual Employees who have worked regular shifts for a period of at least three months may be required to choose either to become a full-time or part-time Employee or to alter their hours so that they are working more intermittent or irregular hours. SkyCity will place Casual Employees who choose to become full-time or part-time on a roster or shift pattern and band that matches as closely as possible the pattern they have been working and their service as a Casual Employee will be recognised by SkyCity.

- 6.7 **Fixed Term**
A "Fixed Term Employee" means an Employee employed for a regular number of hours each week for a set length of time to meet operational requirements. The Employee's employment will end on a set date, or at the end of the specific need or project for which they have been employed. Fixed term employment will not usually be for more than 12 months.
- 6.8 A "**Conventions Part Time Employee (FOH)**" means an Employee employed in Conventions only, who has an ongoing part-time relationship with SkyCity on the conditions set out in Schedule E.
- 6.9 Schedule E refers to further terms applicable to Casual, Fixed Term and Conventions Part Time (FOH) Employees.
- 6.10 This clause 6 does not apply to salaried Employees (and in particular, those referred to in Schedule C).

7. SKYCITY AUCKLAND VARIABLE HOURS

- 7.1 Full Time, Part Time and Fixed Term Employees may agree with SkyCity that they will work variable shift spans in any working week, rather than a set shift span every week. Where such Employees agree to work variable shifts spans, SkyCity will guarantee that each week they are not paid less than their contracted hours, apart from when they take unpaid leave during that week or an early out (those hours will be deducted from the contracted hours). Employees will be paid the greater of their contracted hours

or the hours they have worked on the variable shifts in that week.

- 7.2 Under no circumstances will such Employees be rostered to work a shift in excess of 12 hours in any 24-hour period (being a 24-hour period commencing at the beginning of the Employee's shift).
- 7.3 If Employees are not working variable hours, then their hours of work will be as classified in clause 6 above.

8. SKYCITY AUCKLAND VARIATION OF AGREEMENT

- 8.1 Subject to clause 3.4 anything in this Agreement (but not things required by law) may be varied for all Employees or a section of the Employees, if SkyCity and the relevant union(s) agrees.
- 8.2 The party seeking the variation shall submit to the other party a written proposal outlining the reason for the variation and identifying the Employees to whom the variation would apply.
- 8.3 The ratification process for the variation will be 50% + 1 acceptance by the Employees directly affected by the variation.
- 8.4 An agreed variation will be put in writing and signed by SkyCity and the union.

9. SKYCITY AUCKLAND DUTIES

- 9.1 Subject to clause 9.2 an Employee's duties will be those agreed at the time the Employee starts their job. When Employees are at work, they must spend their time doing their duties.

9.2 As well as doing their duties, Employees must follow all reasonable instructions and do any work they are asked to do that could be seen as part of their job, as long as this work isn't a substantial change to their duties. Employees may be asked to do duties in which they are trained, skilled or experienced.

9.3 Employees will be told about minor changes to their duties before changes happen and they will be discussed with them. If SkyCity wants to make a major change to an Employee's duties, it will consult with the union and the affected Employee(s) before any changes are made.

9.4 If SkyCity requires Employees to transfer to other duties, it will make sure they are given enough training and skills to do that work safely and will make sure they are given supervision until they are skilled.

9.5 SkyCity may need an Employee to work from time to time in a higher paid job within their department. If this happens the Employee will be paid either:

- at the starting rate for the higher position for the hours the Employee works in that position; or
- at a higher rate all the time in return for SkyCity being able to ask the Employee to work in the higher paid job at different times.

SkyCity will determine which rate will apply to the work carried out and will advise the Employee of the appropriate rate at the time they are asked to work in the higher paid job. If circumstances change, the applicable rate will be reviewed and

discussed with the Employee at that time and may be altered as applicable.

- 9.6 Where an Employee is required to undertake additional responsibilities and accountabilities due to working unsupervised, SkyCity and the Employee shall agree the appropriate rate to be paid for the hours worked unsupervised.
- 9.7 From time to time the Department of Internal Affairs, or appropriate regulatory body, may issue directions or requirements in relation to the way some jobs are done. Where Employees' duties could be substantially affected by changes suggested in this way, and SkyCity has the opportunity to give input to the decision on the changes, it will consult potentially affected Employees and the unions about the suggested changes.
- 9.8 At all times Employees must inform SkyCity immediately if they suffer from any circumstance, condition, disease or disability that stops them from safely or adequately carrying out all their duties.

10. SKYCITY AUCKLAND HOURS OF WORK

- 10.1 10.1.1 - If an Employee cannot come to work for any reason, they must let their supervisor or manager know at least two hours before their reporting time, or if they cannot do this, then as soon as possible. The Employee must follow the department's procedures for notifying of absence.
- 10.1.2 - Ordinary hours of work will be paid for at ordinary rates of pay.

10.1.3 - "Pay week" means the week from Monday to Sunday.

10.1.4 - "Shift span" means the total length of time of a shift, including the time taken for paid and unpaid breaks.

10.1.5 - Full-time Employees are entitled to a break of at least 10 hours between the end of one shift span and the start of the next shift span.

10.1.6 - If SkyCity needs an Employee to work their next shift before they have had a 10-hour break, they will be paid time and a quarter for the second shift.

10.1.7 - Food & Beverage Employees may be required to work a split shift pattern, with the exception that this does not apply to Food & Beverage Employees employed before 1 October 2008 who were not working split shifts at that date. Any employee may, by mutual agreement with SkyCity, change their shift arrangements to work a split shift. If Employees work a split shift, the hours worked in any one day may be split into separate work periods but will not be more than 8 hours worked over a 12-hour shift span. Employees who work a split shift will pay only once for their staff car park during that shift period.

10.1.8 - Employees will be told at the start of their employment what shift they will normally work.

10.2

Full-time Employees – 8-Hour Shifts

10.2.1 - Employees will work an average of 5

days each week. Ordinary hours of work will not be more than an average of 40 per week over a 4-week roster cycle. With the exception of Table Games employees, each shift span will be 8½ hours long including one half-hour unpaid break and Employees will receive 8 ordinary hours' pay for each shift span worked.

10.2.2 - Employees employed to work on a roster of 5 x 8-hour shifts will be entitled to have an average of 2 full 24-hour days off work for every 5 days worked. Wherever possible these days off will be one after the other.

10.3

Full-time Employees – 10-Hour Shifts

10.3.1 - Ordinary hours of work for Employees will not be more than an average of 40 per week over a 4-week roster cycle. Each shift span will be 10½ hours long including one half-hour unpaid break, with the exception of Table Games where the shift span will be 10 hours. Employees will work an average of 4 days per week over a 4-week roster cycle.

10.3.2 - Employees employed to work on a roster of 4 x 10-hour shifts will be entitled to have an average of 3 full 24-hour days off work for every 4 days worked. Wherever possible these days off will be one after the other.

10.4

Full-time Employees – 11-Hour Shifts

10.4.1 - Ordinary hours of work for Employees will not be more than 44 per week. Each shift span will be 12 hours long, including 2 half-hour unpaid breaks. Employees will work 4 days per week.

10.4.2 - Subject to the overtime section,

Employees employed to work on a roster of 4 x 11-hour shifts will be entitled to 4 days off work for every 4 days worked. Wherever possible these days off will be one after the other.

Employees working 11 hour shifts on a 4 on / 4 off pattern will have their pay equalised so that they are paid 40 hours each week, regardless of the number of hours actually worked in a week (e.g. 3 or 4 shifts.).

Employees will, overall, be paid for all hours worked.

Any unpaid absences in any pay week will be deducted from the 40 hours' ordinary pay for that week.

As part of their employment working under this work pattern, the Employee agrees to weekly end of pay period deductions and additions to their pay. If the Employee wishes to withdraw their agreement to this, they need to notify their manager and payroll in writing.

10.5

Part-time Employees

10.5.1 - For part-time Employees who were members of Unite as of 4 September 2006, the minimum time that such a part-time Employee may work in each shift will be 4 hours and their ordinary hours of work will be at least 8 hours each week.

10.5.2 - For part-time Employees who joined Unite after 4 September 2006, the minimum time that such a part-time Employee may work in each shift will be 3 hours and their ordinary hours of work will be at least 8 hours each week.

10.5.3 -Part time Employees may be requested to work more than 8 hours each week. A Part-time Employee's minimum hours per week will be one of the following:

Band A – 8 hours per week,
Band B – 16 hours per week,
Band C – 20 hours per week, or
Band D – 24 hours per week, or
Band E – 32 hours per week or 30 hours per week (for employees on 10-hour roster).

Or other band as required to accommodate part-time Employees who work different shift lengths (e.g., 10 or 11-hour shifts)

At the time that an Employee starts work, SkyCity will agree with them the hours that they are available to work.

10.5.4 - An Employee may apply for a review of worked hours over the preceding 12-month period to determine whether they are eligible to be considered for a band with greater minimum hours. An employee may apply for an interim review prior to the completion of the 12-month period and being considered at the discretion of SkyCity. Such request will not be unreasonably refused.

Eligibility criteria:

a) Hours

An average calculation of paid hours over the preceding 12-month period will be used to determine the band an employee is eligible to apply for. For the avoidance of doubt, the average calculation

determines the band (as set out in Clause 10.5.3) into which the employee's previous twelve (12) months' paid hours fall.

b) Acceptable attendance

c) Availability

The Employee must have sufficient availability to meet business requirements in the department.

SkyCity Auckland may decline the application for reasonable, genuine reasons that include changing business needs – both immediate and forthcoming. Such reasons will be specific and not speculative in nature.

10.5.5 - In the event that the Employee seeks to change his or her availability to accept shifts (as agreed at the time the employee is contracted to that band) and this is no longer sufficient to meet reasonable business requirements, SkyCity Auckland and the Employee will meet to discuss the impacts of this change in availability to accept shifts. An outcome of this discussion may be that the Employee defers to a lower Band.

10.5.6 - In the unlikely event that for short periods of time SkyCity Auckland is unable (for genuine reasons) to honour minimum hours for bands greater than 8 hours, SkyCity Auckland will, where appropriate, seek to redeploy Employees into suitable alternative duties.

In the first instance, SkyCity Auckland will ask for volunteers.

If no suitable redeployment opportunities

exist, SkyCity Auckland may require Employees to take paid leave (this may include Lieu Days and Shift-based Leave)

In the event that an Employee does not have sufficient paid leave available, they may take leave without pay.

For the avoidance of doubt, this clause refers to discrete periods or incidents (as determined by the General Manager, Auckland in conjunction with HR), and therefore the redundancy provisions of this Agreement do not apply.

10.5.7 - For the avoidance of doubt, Employees will be required to take leave in accordance with their band.

10.5.8 - Prior to employing new Employees within a department SkyCity Auckland will use its best endeavours to offer additional hours to existing part-time Employees within that department who have the appropriate skills and availability to work additional hours.

Where more than one Employee accepts the offer of additional hours, preference will be given in the first instance to Employees with acceptable attendance, and thereafter the longest tenure.

10.6

Breaks

10.6.1 - Subject to the provisions in Schedule D of this Agreement, Employees are entitled to a half hour uninterrupted unpaid break after working over 4 hours.

10.6.2

Work Period / Breaks Entitlement	
Less than 2 hours	No break entitlement
2.00 hours to 4 hours	1 paid rest break of 15 minutes
4.01 hours to 6 hours	1 paid rest break of 15 minutes and 1 unpaid meal break of 30 minutes
6.01 hours to 9 hours and 59 minutes	2 paid rest breaks of 15 minutes and 1 unpaid meal break of 30 minutes
10.00 hours to 12 hours	3 paid rest breaks of 15 minutes and 1 unpaid meal break of 30 minutes
12.01 hours to 14	3 paid rest breaks of 15 minutes and 2 unpaid meal breaks of 30 minutes

Where an Employee's shift extends beyond 12 hours, the Employee will be entitled to one 15-minute paid break every two hours.

Employees may, however, in consultation with their manager, choose to take their paid breaks at the same time (i.e., 1x30 minutes paid break instead of 2x15 minute paid breaks) during their shift.

It is agreed that should a break be interrupted by the employee being compelled to return to work due to an emergency or urgent work requirement the employee shall be eligible to resume their break at suitable time as per managers discretion with authorisation of their managers.

Tower employees may have to take these breaks within the Tower. SkyCity will provide tea, coffee, milo, milk and sugar.

Break times may be spread amongst Employees to meet operational requirements.

10.7

Rosters

10.7.1 - "Roster" means the weekly roster in which Employees' start and finish times are set by SkyCity.

10.7.2 - Rosters have to be designed to meet SkyCity's operating needs and to make sure that weekend and/or shift work within departments is distributed fairly amongst Employees, subject to the normal rostering protocols in specific departments.

10.7.3 - SkyCity will post rosters on notice boards within departments at least 7 days before the start of the roster. If SkyCity needs to change the roster for individual Employees it will make every effort to give those Employees at least 48 hours' notice, except in situations beyond SkyCity's control.

10.7.4 - Employees must give SkyCity at least 48 hours' notice of wanting to change rosters and SkyCity will try to meet individual Employee's requests to change rosters.

10.7.5 - Where an Employee covered by this Agreement works a regular pattern of work, SkyCity will not make any significant changes to this pattern of work without good reason and consultation. The unions will be advised in advance of any significant changes to rosters which will affect a group of Employees covered by this Agreement.

10.8

Variation of Hours

10.8.1 - Because of changes that affect its business, SkyCity sometimes needs to alter rosters and hours of work.

10.8.2 - When this happens, Employees and the unions will be told about any changes SkyCity is considering and the reasons for them. SkyCity will also provide a timetable for what is being proposed. SkyCity will give Employees and the unions the opportunity to tell SkyCity what they think about the proposal or to give SkyCity written feedback. SkyCity will make a decision on the proposal once it has considered any suggestions received.

10.8.3 - Where changes mean that SkyCity needs Employees to work fewer hours, SkyCity will first of all ask for volunteers. If not enough Employees volunteer, SkyCity will talk to the Employees who would be affected and try to reach agreement. If possible, the reduced hours will be spread as evenly as possible among Employees in the department or area concerned.

10.8.4 - If SkyCity is not able to get enough volunteers or to reach an agreement that reduces hours by the amount needed, SkyCity may use the redundancy clause in this Agreement to reduce the number of Employees.

11. SKYCITY AUCKLAND OVERTIME

- 11.1 Overtime will be paid for at time and a half.
- 11.2 All overtime must be authorised by the shift or departmental manager before it is worked by Employees. Authorisation must be in the way required by each department's procedures.
- 11.3 Subject to clause 12 (re second jobs), where an Employee works more than a total of work and paid leave (including authorised union hours as per clause 32.5) of 40 hours in a pay week, and that time is authorised by the Employee's manager, the time worked over and above the 40 hours will be paid as overtime.
- 11.4 Where Employees are asked and agree to come to work on a rostered day off for any reason, they will be paid for the time worked at the appropriate

rate, provided that a minimum period of 3 hours will apply. This clause is subject to clause 10.9 above, so that if an Employee volunteers for an Early Out the Employee will not be paid for the hours they do not work.

11.5 If an Employee is asked and agrees to work extra hours in addition to the Employee's rostered shift on any day, the Employee will be paid for the additional hours worked at the appropriate rate. This clause is subject to clause 10.9 above, so that if an Employee volunteers for an Early Out the Employee will not be paid for the hours they do not work.

11.6 **Full-time Employees – 8 or 10-Hour Shifts**
Time authorised by SkyCity to be worked more than a combined total of work and paid leave of 40 hours per week where the roster cycle is 5 on/2 off or 4 on/3 off within a pay week will be considered overtime.

11.7 **Full-time Employees – 11-Hour Shifts**
Time authorised by SkyCity to be worked more than the hours rostered and taken as paid leave in any pay week will be considered overtime.

For equalised employees, any additional time worked over the employee's usual rotation hours will be paid at the applicable overtime rate. For example:

- if an employee works a total of 48 hours in 44-hour week they will be paid 40 regular hours + 4 overtime time hours or
- if an employee works 44 hours in a 33-hour week they will be paid 40 regular hours + 11 overtime hours

11.8 **Part-time Employees**

Time authorised by SkyCity to be worked over a combined total of work and paid leave of 40 hours per week (Monday – Sunday) will be considered overtime.

12. SKYCITY AUCKLAND SECOND JOBS

- 12.1 Employees who apply for, and are appointed to, a second job at SkyCity in addition to their main position will be paid for the hours worked in the second job at the ordinary time rate applicable to the second job, unless they work in the second job for more than 40 hours in a pay week, in which case they will be paid overtime as set out in clause 11.1. The overtime must be authorised in accordance with clause 11.2. The hours worked in the Employee's main position are not added to the hours in the Employee's second job when calculating whether overtime should be paid.

13. SKYCITY AUCKLAND REMUNERATION

- 13.1 The minimum wages and benefits for Waged Employees' jobs will be as written in this Agreement and its schedules.
- 13.2 Wages will be paid weekly by direct credit to Employees' nominated bank accounts.
- 13.3 Deductions may be made from an Employee's pay for any reason requested in writing by the Employee, provided it is approved by SkyCity.

Employees agree that deductions may be made from their pay (including final pay and holiday pay on termination of employment) for time lost through sickness, accident, unauthorised absence, non-return of SkyCity property (including the actual and reasonable cost of any uniform items not returned), holidays taken in advance, overpayment of wages or salary, or any other outstanding debts or money they owe to SkyCity. Where an employee's employment is not terminating SkyCity will agree to a schedule of deductions with the employee.

13.4 Full-time Employees will be provided with medical insurance at a level of cover and with a provider to be decided by SkyCity, or an alternative benefit of equal value to be decided by agreement between the Employee and SkyCity.

13.5 All Employees will be given access to subsidised parking and meals in the staff cafeteria. SkyCity Auckland will not increase the standard plate prices in the staff cafeteria during the term of this agreement. Carpark prices will be reviewed, and proposed changes discussed with the union but no increase shall take effect within the term of this agreement. Should road tolls be introduced during the term of this Agreement the parties shall meet to discuss the matter.

SkyCity Auckland will continue to provide a regular shuttle service.

13.6 All classroom and online training undertaken at the requirement of the employer will be paid for at ordinary time rates, provided that it is relevant to the employee's particular job at the employer's

discretion. Employees will be paid for the directed time taken to complete the training.

14. SKYCITY AUCKLAND PERFORMANCE

- 14.1 All Employees may have their performance reviewed at least once a year and the review will be based on the Employee's performance against the requirements of their role. Reviews will be carried out following SkyCity's policy for performance reviews.

15. SKYCITY AUCKLAND ANNUAL LEAVE

- 15.1 SkyCity will abide by any current legislation regarding Annual Leave. At the time of implementation of this agreement that legislation is the Holidays Act 2003. The conditions of that legislation are set out below. If there is a change to the legislation during the life of this agreement at least the minimum requirements of the new legislation will be applied to your agreement.
- 15.2 After completing 12 months' continuous service Employees will be entitled to 4 weeks' annual leave, paid in accordance with the Holidays Act 2003.
- 15.3 For the purposes of this section a "week" means 4 shifts for full-time Employees employed on 10 or 11-hour shifts, and 5 shifts for full-time Employees employed on 8-hour shifts.
- 15.4 An Employee will be paid for any annual leave in the pay period(s) that relate to that period of leave. If the Employee wishes to be paid for any annual leave before starting the leave the Employee may do so, providing the Employee

gives 7 days prior written notice asking for the payment of holiday pay.

- 15.5 Employees are entitled to take a single block of two weeks' leave in any year.
- 15.6 Employees can take annual leave in advance if they have worked at SkyCity for less than a year, as long as they do not take more leave than they have accrued at the date the leave starts.
- 15.7 Employees who were employed at SkyCity on 11-hour shifts before 1 September 2002 and had a "week" treated as 5 shifts will now accrue leave as described in clause 15.2. However, they will be entitled to accrue shift-based leave and while they continue to work a pattern of 2 days/2 nights SkyCity will grandparent an additional shift's leave each year, so that they can earn a combined total of 19 shifts' annual and shift based leave each year.
- 15.8 The way in which annual leave is managed is outlined in SkyCity's Policy Manual. SkyCity may limit the number of Employees who may take leave during times of peak customer attendance such as Christmas/New Year, Chinese New Year and Easter.
- 15.9 After Employees have been employed at SkyCity continuously for 12 months they shall be entitled to take annual leave on their birthday provided that the Employee gives at least 14 days' notice. This leave is part of their usual annual leave entitlement
- 15.10 **Leave Planning**

- 1.15.1 SkyCity understands the importance of Employees being able to plan their leave. In order to assist with this, Employees will be provided with a leave planner in accordance with the relevant departmental schedule showing their individual leave entitlement, public holidays, religious holidays, school holidays and periods of limited leave availability. The leave planner will be for the period set out in the departmental process.
- 1.15.2 Employees who wish to apply for leave using the leave planner must submit the completed planner to their manager by the agreed date. Leave will be allocated as far as possible as requested, taking into account the number of employees SkyCity can have absent during any period in order to meet operational needs.
- 1.15.3 If there is a conflict of leave applications and/or leave cannot be granted because of operational needs, SkyCity will first of all discuss the matter with the Employees concerned and ask them if they can resolve the matter among themselves. If this is not possible, SkyCity will allocate leave applying equal employment opportunity principles (including recognition of family and cultural obligations) and taking into account length of service and fairness between employees. Leave requests will be responded to within 14 days of receipt.
- 1.15.4 Employees will be told about their leave allocation by the date set out in the relevant department schedule. If they need to change

their leave after that date because of changed or special circumstances, SkyCity will accommodate their request to change wherever possible.

16. SKYCITY AUCKLAND SHIFT-BASED LEAVE

- 16.1 As well as other leave provided for in this Agreement, Employees who work a shift, or any part of a shift that falls between the hours of 2300 and 0600 hours, will earn additional leave as follows:
- Employees employed on a 4-hour shift – 4.6153 minutes per shift
 - Employees employed on a 6-hour shift - 6.9230 minutes per shift
 - Employees employed on 8-hour shifts – 9.2307 minutes of leave per shift
 - Employees employed on 10-hour shifts – 11.5385 minutes of leave per shift
 - Employees employed on 11-hour shifts – 13.9831 minutes of leave per shift
- 16.2 Employees will also earn shift leave on the same basis as set out above where they are on leave from a shift because of sick leave, annual leave, an alternative holiday or a public holiday and if they had worked that shift, any of their working hours would have fallen between 2300 and 0600 hours.
- 16.3 Subject to approval by SkyCity, Employees may take shift-based leave for any purpose in ¼ hour blocks as it accrues. Employees may apply to have shift-based leave cashed up. A minimum 4-hour block is required for cashing up.

16.4 Shift leave will be paid at the employee's relevant daily pay.

17. SKYCITY AUCKLAND PUBLIC HOLIDAYS

17.1 As with Annual Holidays, SkyCity will abide by any current legislation regarding Public Holidays. At the time of implementation of this Agreement that legislation is the Holidays Act 2003. The conditions of that legislation are set out below. If there is a change to the legislation during the life of this Agreement at least the minimum requirements of the new legislation will be applied to the Agreement.

17.2 In addition to annual leave, Employees are entitled to up to 12 public holidays in accordance with the Holidays Act 2003, to be taken on days that would otherwise be working days for the Employee. Leave will be paid in accordance with the Holidays Act 2003.

17.3 Pursuant to the Holidays Act 2003, if the Employee's Manager requires them to work on a public holiday, the Employee is entitled be paid at the appropriate portion of their relevant daily pay plus half that amount again for all hours worked on that day. Provided that day would otherwise be a working day for the Employee, they are also entitled to an alternative holiday at a later date to be paid at the Employee's relevant daily pay or average daily pay if it is not possible to determine what the relevant daily pay would have been. Subject to clause 17.5 below, if an Employee's rostered day off falls on a public holiday, they will be granted a paid alternative holiday.

- 17.4 The Employee's alternative holiday must be taken by agreement with SkyCity management. If no agreement can be reached the Employee must give 14 days' notice and take into account SkyCity's view as to when it would be convenient to take the alternative holiday. It is a specific condition of this Agreement that SkyCity may limit the number of alternative holidays available to be taken during the Christmas and New Year period (i.e., from 22 December to 3 January inclusive), Chinese New Year and on the occurrence of other exceptional events (as determined by SkyCity). A fair and equitable process for allocation of the limited alternative holidays available during these periods shall be developed in consultation with the unions. If the alternative holiday is not taken within 12 months of the date on which the Employee became entitled to it, the Employee may request to cash it up.
- 17.5 Where an Employee's normal days of work are Monday to Friday with Saturday/Sunday off, the Employee will not be entitled to an alternative holiday falling on their normal days off, except in the case of the public holidays as specified in the Holidays Act 2003 which are "Monday-ised".
- 17.6 Some public holidays have special arrangements under the Holidays Act 2003, namely:
- If the holiday falls on a Saturday or Sunday and the Employee does not normally work on those days, the holiday for the Employee is transferred to the following Monday or Tuesday respectively; or
 - If the holiday falls on a Saturday or Sunday and the Employee normally works on those

days, then the holiday for the Employee is observed on the Saturday or Sunday respectively.

- An employee is not entitled to more than 1 public holiday per listed holiday

18. SKYCITY AUCKLAND SICK LEAVE

18.1 After six months continuous service Employees are entitled to 10 days sick leave in accordance with the Holidays Act 2003 for each twelve-month period thereafter.

18.2 Sick leave that is not used during each year may be accumulated up to 40 days for use during employment.

18.3 Sick leave may be taken when:

- An Employee is sick or injured; or
- An Employee's spouse is sick or injured; or
- A person who depends on the Employee to care for them is sick or injured.

18.4 SkyCity may require an Employee to produce a medical certificate in the following circumstances:

- After the Employee has been on sick leave for three or more consecutive calendar days; or
- If the Employee has used up their statutory entitlement to sick leave (which is ten days per year) and SkyCity has reasonable grounds to suspect that the sick leave is not genuine; or
- When SkyCity has reasonable grounds to suspect that the sick leave is not genuine, in which case SkyCity will promptly advise the Employee of the requirement to provide a

medical certificate and meet the Employee's reasonable expenses in obtaining the medical certificate.

- 18.5 This leave is in substitution for and not in addition to the sick leave set out in the Holidays Act 2003. Unused sick leave will not be paid out on termination of employment.
- 18.6 Employees will not be disciplined or disadvantaged in performance reviews, training or promotions for taking sick/domestic leave for the purposes of the genuine sickness of themselves or their partner, dependent child, parent or partner's parent.
- 18.7 In addition, Employees will not be disciplined or otherwise disadvantaged for taking leave without pay for the purposes of genuine sickness of themselves or their partner, dependent child, parent or partner's parent.
- 18.8 A day's sick leave will be paid at the Employee's relevant daily pay.

19. SKYCITY AUCKLAND BEREAVEMENT/TANGIHANGA LEAVE

- 19.1 Employees should have a reasonable opportunity to pay their respects to a person who has died and to whom you were close and to meet any responsibilities they may have as a result of the bereavement. Those responsibilities may be because of blood or family ties or because of cultural requirements, for example, attending all or part of a Tangihanga or something similar from a different culture.

- 19.2 Employees are entitled to take up to 3 days' bereavement leave on pay when SkyCity is satisfied they have suffered a bereavement. More leave may be given by SkyCity taking into account the following things:
- The closeness of the association between the Employee and the deceased, which need not be a blood relationship;
 - Whether the Employee has to take significant responsibility for any or all of the arrangements to do with ceremonies resulting from the death;
 - The amount of time the Employee may need to discharge properly any responsibilities or obligations; and
 - Allowance for reasonable travel time, although for cases involving overseas travel that may not be the full period of travel.
- 19.3 A decision must be made as quickly as possible so that the Employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but it may be given retrospectively, where necessary.
- 19.4 If paid leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- 19.5 SkyCity may require some proof when paid bereavement/tangihanga leave is requested. The Employee's manager can request that this be produced upon return from bereavement leave, where it would be insensitive to demand proof whilst the Employee is obviously grieving. Such proof will only be required where a manager has

genuine reason to doubt the authenticity of the claim.

- 19.6 This leave is in substitution for and not in addition to the bereavement leave set out in the Holidays Act 2003.
- 19.7 A day's Bereavement/Tangihanga leave will be paid at the Employee's relevant daily pay.
- 19.8 Employees may obtain further information about any of the provisions of the Holidays Act 2003 from their union or the Ministry of Business, Innovation and Employment (MBIE) on: 0800 2090 20; or www.mbie.govt.nz;

20. SKYCITY AUCKLAND PARENTAL LEAVE

- 20.1 Employees are entitled to Parental Leave in accordance with the Parental Leave and Employment Protection Act 1987 and amendments.
- 20.2 In addition to paid parental leave provided by legislation, Employees who are the primary caregiver and take parental leave are entitled to a payment equal to one week's ordinary wages at the time they start parental leave, and a payment equal to one week's ordinary wages when they return to work at SkyCity after parental leave.

21. SKYCITY AUCKLAND JURY SERVICE

- 21.1 If an Employee is called for Jury Service and it is important, because of the nature of SkyCity's business, that the Employee works instead, SkyCity may agree to make a joint application to the Court asking for the Employee to be excused

from service.

- 21.2 If, however, the Court does not excuse the Employee, or if it is acceptable for them to complete Jury Service, the Employee will be granted Jury Service leave.
- 21.3 SkyCity will make up the difference between the fees (excluding reimbursing payments) if any, paid by the Court and the Employee's ordinary rate of pay as long as the Employee:
- Gives the Court expenses voucher to SkyCity; and
 - Returns to work immediately on any day the Employee is not actually serving on a Jury.

22. SKYCITY AUCKLAND HEALTH AND SAFETY

- 22.1 SkyCity aims to achieve best practice in looking after the health and safety of all Employees.
- 22.2 Employees must do their best not to harm themselves or other people and must follow all SkyCity health and safety policies and practices and do what is required by health and safety law.
- 22.3 SkyCity will operate health and safety policies and practices that:
- Reflect SkyCity's positive commitment to the health and safety of Employees.
 - Achieve active Employee and Union involvement in health and safety, including recognition of elected Union health and safety representatives in health and safety committees.
 - Provide for reporting, recording and investigating accidents and incidents.

- Proactively identify hazards and take action to eliminate, isolate or minimise hazards.
- Provide an emergency/evacuation plan for responding to all types of emergencies.
- Provide access to training for all Employees in health and safety in the workplace, including training for Union health and safety representatives.

22.4 Employees who become aware of any hazards or any accident or incident that happens at work must report that as soon as possible to their supervisor/manager.

22.5 If Employees suffer illness or injury, whether work-related or not, SkyCity will take steps to provide a rehabilitation programme. The programme will promote and provide, whenever possible, the means for ill or injured Employees to remain in or return to the workforce as soon as possible. Employees must actively participate in an agreed and approved rehabilitation programme.

22.6 Cleaning Services Attendants, Security Medics, Plumbers, Electricians, Trades Assistants and any other Employees who may be at increased risk of exposure to Hepatitis A and B because of the nature of their jobs will be offered free immunisation at SkyCity's expense.

22.7 For tasks that may place Employees at risk of Hepatitis or other communicable diseases Employees will be provided appropriate training and protective equipment such as gloves, disposable coveralls and disposable masks.

- 22.8 22.8.1 - Employees working in safety critical roles where SkyCity specifies safety boots are to be worn will be provided with this footwear.
- 22.8.2 - Employees working in Kitchens, Security, Housekeeping and Cleaning Services roles where SkyCity specifies particular footwear is to be worn will receive a subsidy of \$100 per pair on presentation of a receipt confirming purchase of the footwear. This subsidy will be given for each pair of footwear purchased, provided this does not occur more frequently than once per year.
- 22.8.3 - For employees whose role is covered under Schedule A, B or C and who do not receive the \$100 shoe allowance: A one-off reimbursement payment of \$75 per employee (paid once during the term of the Agreement) upon presentation of a receipt for a suitable pair of shoes.
- 22.8.4 - Employees in other operational roles may by Agreement with the HR Operations Manager also receive the \$75 reimbursement.
- 22.8.5 - The 20% Employee Discount will be extended to all employees across a range of “Number 1 Shoes” retail outlets
- 22.9 Two days paid training for elected representatives at a Health and Safety course approved by SkyCity will be allowed in each year. SkyCity will not unreasonably withhold consent.
- 22.10 SkyCity will notify the unions of upcoming H&S representative elections and the H&S committee meetings.

23. SKYCITY AUCKLAND WORKPLACE HARASSMENT

- 23.1 All forms of workplace harassment are unacceptable at SkyCity. Employees may not harass other employees, suppliers or customers. If they do they may be disciplined up to and including dismissal from employment.
- 23.2 "Workplace harassment" is verbal, written, physical or pictorial behaviour of a sexual nature or based on a person's race, colour, culture, national or ethnic origins, sex, pregnancy, disability, marital status, sexual orientation, family status, political belief, religion, age or union affiliation that is unwelcome or offensive to that person. It may occur from the behaviour of work colleagues, managers, suppliers or customers.
- 23.3 SkyCity will operate a harassment prevention programme to reduce the likelihood of workplace harassment occurring to or from Employees. This harassment prevention programme will include the following:
- A policy on preventing workplace harassment at SkyCity
 - A complaints procedure
 - A diverse network of trained harassment contact people to give information to Employees concerned about harassment
 - Training for all Employees on appropriate standards of workplace behaviour
 - Training for supervisors/managers on their obligations to prevent workplace harassment and to assist Employees who have harassment concerns

SkyCity will not tolerate harassment of its employees by customers. Customers who harass employees will be removed from the premises and may be trespassed.

24. SKYCITY AUCKLAND EQUAL EMPLOYMENT OPPORTUNITY

24.1 SkyCity is committed to policies that prevent discrimination in the workplace on the grounds of race, colour, culture, national or ethnic origins, sex, pregnancy, disability, marital status, sexual orientation, family status, political belief, religion, age or union affiliation and will promote equal employment opportunity for all Employees.

25. SKYCITY AUCKLAND POLICIES

25.1 SkyCity has policies in place about Employees' employment at SkyCity. SkyCity will make sure Employees can easily find out about policies, and Employees must make sure they know about the policies and follow them. Policies must not conflict with provisions of this Agreement. SkyCity will provide the unions with a copy of the relevant policies.

25.2 SkyCity may change policies from time to time as long as it gives reasonable notice to Employees. SkyCity will consult with the unions and Employees if it wants to make substantial changes to policies.

26. SKYCITY AUCKLAND GAMING RESTRICTION

26.1 Employees may not game at any premises owned or operated by SkyCity Entertainment Group or

any of its subsidiaries. This includes all properties owned at the time this agreement comes into force and all properties acquired or built during the term of this agreement.

27. SKYCITY AUCKLAND CONFIDENTIALITY

- 27.1 All business information belonging to SkyCity is confidential. This includes information about customers, products and work methods. During Employees' employment, and after termination, they must keep secret all confidential information they come to know about while working at SkyCity.
- 27.2 This clause does not stop Employees from using their general knowledge, experience and skills for employment after they leave SkyCity.

28. SKYCITY AUCKLAND TERMINATION

- 28.1 An Employee's employment may be terminated by either the Employee giving two weeks' notice in writing or by SkyCity giving the employee two weeks' notice in writing (with the exception of the positions listed in clause 28.1.1). SkyCity may decide to pay an Employee the two weeks' notice rather than have the Employee work out their notice period.

28.1.1 - A Contact Centre Representative and Reservations Generalists Representative's employment may be terminated by either the Employee giving four weeks' notice in writing or by SkyCity giving the Employee four weeks' notice in writing. SkyCity may decide to pay an Employee the four weeks' notice rather than have the Employee work out their notice period.

- 28.2 If an Employee is dismissed for serious misconduct, their employment may be terminated without notice or any payment in lieu of notice.
- 28.3 If an Employee is absent from work for a period of 3 or more consecutive shifts and fails to contact SkyCity and provide a reasonable explanation for their absence, they will be considered to have abandoned their employment and SkyCity will terminate their job without notice or any payment instead of notice.
- 28.4 When employment ends Employees must return to their manager all SkyCity property in their possession.
- 28.5 If Employees owe any outstanding debts or monies, SkyCity may withhold the amount the Employee owes from their final pay, including from their holiday pay.

29. SKYCITY AUCKLAND REDUNDANCY

- 29.1 "Redundancy" is a situation where an Employee's employment is terminated by SkyCity because the Employee's position has become surplus to SkyCity's requirements.
If SkyCity makes significant changes to an employee's roster pattern (clauses 10.7 and 10.8) this shall be grounds for redundancy. In such circumstances, SkyCity may offer an alternative position. Clause 29.4 will apply provided the roster pattern applicable to the alternative position is comparable to that of the prior position.

29.2

Employees will be paid compensation for redundancy as follows:

- a) 4 weeks' ordinary pay (being the Employee's base rate of pay multiplied by the average hours worked by the Employee at the time of redundancy) or average ordinary rate (only for employees who work from time to time in a higher paid job as set out in Clause 9.5, being the average of the Employee's Ordinary rate and their higher rate average) for the first complete 12 months of continuous service with SkyCity; plus
- b) two week's ordinary pay for each subsequent complete year of continuous service or average ordinary rate (pro rata for part years of 6 complete months of service); provided that
- c) The combined total of weeks of ordinary pay pursuant to paragraphs (a) and (b) will not exceed
 - i. 20 weeks' pay for employee with 10 years but less than 15 years current, continuous service;
 - ii. 22 weeks' pay for employees with at least 15 years current, continuous service but less than 20 years current, continuous service ; and
 - iii. 26 weeks' pay for employees with at least 20 years or more current, continuous service.

29.3

SkyCity recognises the serious consequences that the loss of permanent employment can have on Employees and will try to minimise this by placing the Employee in another position (redeployment) and/or retraining of Employees wherever possible. It is agreed that it is better if

possible that Employees be encouraged to remain in employment within SkyCity, rather than be paid redundancy pay. SkyCity will make every effort to identify suitable redeployment opportunities in accordance with the clauses below.

- 29.4 If an Employee is offered an alternative position, they will not be entitled to redundancy compensation if that job is on the same or better wages, if the Employee is able to carry out the role and if the role is reasonable given the Employee's skills, capabilities and experience (regardless of whether or not they accept that offer).
- 29.5 In addition, if an Employee is offered and accepts an alternative position (even if that position is on lower wages) the Employee will not be entitled to redundancy compensation.
- 29.6 However, if an Employee is offered and declines an alternative position which is on lower wages or which is not reasonable given their skills, capabilities and experience, they will be entitled to redundancy compensation in accordance with clause 29.2 above.
- 29.7 SkyCity will advise the unions about any proposed redundancy situation likely to affect union members, and the number of Employees likely to be affected. SkyCity will consult with the unions about such a redundancy proposal and any alternatives. The consultation will include the process for selection for any alternative roles which may be available.

- 29.8 Employees who are made redundant will be given a minimum of four weeks' notice of the termination of their employment or payment in lieu of notice.
- 29.9 In order to help Employees deal with problems associated with the loss of permanent employment, SkyCity will make individual employee assistance counselling available as soon as they are told about their redundancy.
- 29.10 If Employees are made redundant, they will be allowed paid time to go to interviews for a new job, as long as they first get permission from SkyCity.
- 29.11 SkyCity will supply written certificates of service at the Employee's request.
- 29.12 Where an Employee's employment is terminated because of the sale, transfer, merger, amalgamation or reorganisation of the whole or part of SkyCity's business so that there is a new employer, SkyCity will be under no obligation to pay compensation for redundancy if the new employer has offered the Employee employment in the same or a substantially similar job on no less favourable terms of employment and has offered to treat service with SkyCity as if it were continuous service with the new employer.
- 29.13 The Employee entitlements and the process that will apply in the event of a restructuring are set out in the Employee Protection Provision in clause 31 below.

30. SKYCITY AUCKLAND - CONTRACTING OUT OF SERVICES

- 30.1 Where an Employee's job ceases to exist as a result of the contracting out of all or part of SkyCity's business, SkyCity will make reasonable endeavours in good faith to ensure that they will be offered employment in the same or a substantially similar position on no less favourable terms of employment and with a recognition of their service being continuous.

31. SKYCITY AUCKLAND EMPLOYMENT PROTECTION PROVISION

- 31.1 This clause applies to a restructuring (as defined in Section 69L of the Employment Relations Act 2000).

- 31.2 For the purpose of this clause only, the phrase "New Employer" means the person to whom the contract or business will be transferred.

For all Employees performing cleaning or food catering services (i.e., staff who do catering for functions and banquets) the following terms are applicable:

- 31.3 Employees have the right, in law, to choose to transfer to employment with the New Employer on the same terms and conditions of employment with their service being regarded as continuous.
- 31.4 Before a restructuring takes place, Employees will be able to decide, within a reasonable timeframe specified by SkyCity, whether or not they wish to transfer to the New Employer.
- 31.5 If Employees wish to transfer to the New

Employer, they will become an Employee of the New Employer from a date to be agreed by them and SkyCity or from when the restructuring takes effect. From that date, their terms and conditions of employment as contained in this agreement will continue to apply, their previous service to SkyCity will be recognised, and they will not be redundant.

- 31.6 If an Employee does not wish to transfer to the New Employer, that will be their choice, but they will not be entitled to redundancy notice or compensation and SkyCity will have no obligation to find them an alternative role. Clause 29.2 and 29.3 will not apply in these circumstances.

For all other Employees the following terms are applicable:

- 31.7 In the event of such a restructuring affecting an Employee's position, SkyCity will, as soon as is reasonably practicable taking into account the commercial and confidentiality requirements of the business, commence negotiations with the New Employer concerning the impact of the restructuring on the Employee(s).
- 31.8 In those negotiations, SkyCity will, subject to any statutory, commercial confidence or privacy issues, provide the New Employer with all information about the employees who will be affected by the restructuring, including all details of their terms and conditions of employment, and SkyCity will encourage the New Employer to offer all affected Employees, employment on terms and conditions of employment which are no less favourable than those they currently enjoy with SkyCity.

- 31.9 However, whether the New Employer offers affected Employees ongoing employment and the terms and conditions of such offer, will ultimately be the decision of the New Employer.
- 31.10 In the event that the New Employer does offer affected Employees employment in the same or a substantially similar position on no less favourable terms of employment and the New Employer has offered to treat their service with SkyCity as if it were continuous service with the New Employer, then Employees will not be entitled to notice or any redundancy compensation from SkyCity, whether or not they accept that offer.
- 31.11 However, if affected Employees are not offered employment or are not offered a position on the basis set out in clause 31.10, then the provisions of clauses 29.3, 29.4, 29.5 and 29.6 will apply and SkyCity will look for an alternative position for them. If no alternative position is found, then they will be given notice of termination and redundancy compensation will be payable as per clause 29 of this Agreement.

32. SKYCITY AUCKLAND UNION RIGHTS

- 32.1 SkyCity recognises that union delegates are the authorised representatives of their union members on the worksite.
- 32.2 Authorised representatives of the unions are entitled to enter SkyCity premises at all reasonable times to speak with a member of their union for purposes related to their employment or Union business. Union representatives will

exercise such access in a reasonable way having regard to normal business operations

32.3 Each union may hold paid union meetings of its members for up to a total of 4 hours per calendar year provided that:

- Each union gives at least 14 days' written notice of its intention to hold a stop work meeting;
- Satisfactory arrangements are made for the maintenance of essential services by Union delegates or organisers;
- The meeting is arranged at a place and time mutually agreed between the union and SkyCity;
- Employees return to work immediately after the end of the meeting;
- Time off to attend the meeting will be paid at the Employee's ordinary rate of pay
- SkyCity will be entitled to make a deduction from the wages of Employees who don't comply with the above or who are absent from SkyCity at stop work meetings in excess of the time allowed.

32.4 Union members are entitled to one further paid union meeting of up to 2 hours per calendar year to attend their union's Annual General meeting, provided that the conditions outlined in clause 32.3 are met.

32.5 Unite union may claim paid time each week for delegates to attend meetings with other Union delegates, to represent Union members and to attend to authorised union business as long as reasonable prior notice is given to their supervisor/ manager, their attendance will not

cause undue disruption to the business operations and no single delegate undertakes more than 8 hours per week on such union business. The weekly total available will be set every six months on the basis of 8 paid hours per 125 union members or part thereof. Such "paid time" will be at the rate the Employee's ordinary rate of pay.

- 32.6 In addition to the provisions of clause 32.4, where SkyCity agrees it is appropriate for Union delegates to have paid time off work to do Union work on or off the job, SkyCity will facilitate paid release of delegates from normal duties provided their attendance will not cause undue disruption to the business operations. At SkyCity's discretion extra time off may be given to prepare and participate in collective agreement bargaining.
- 32.7 At the request of a union member, their union representative may represent that member in a disciplinary meeting and in relation to any employment relationship problem.
- 32.8 Union delegates will have access to a union office, a notice board on which to post communications to their members, a telephone with voicemail and email facilities.
- 32.10 The parties recognise that consultation between SkyCity, Employees and the onsite unions is desirable on matters of mutual concern and interest. SkyCity accepts that elected union delegates are the recognised channel of communication between the unions and SkyCity. SkyCity agrees to inform Unite in writing of any

review or process that might result in surplus staffing, or changes to departmental roster patterns. Unite delegates in affected areas will also be informed. Where Unite advises it wishes to contribute to the review, adequate time for consultation with SkyCity will be allowed to enable the union to have substantive input. Where the implementation of an option identified by a review may result in surplus Employees, the redundancy provisions in this Agreement will apply.

32.11 SkyCity will release Employees bound by this Agreement on paid employment relations education leave in accordance with the provisions of the ERA.

32.12 SkyCity will deduct Union fees from wages of Unite members bound by this Agreement where the union confirms the Employee has given express written consent to SkyCity making that deduction. This also includes deductions for periods during time off work or on paid leave. For new Employees who join Unite, written authorisation for deductions will be required.

1.35.1 SkyCity will pass on all deducted fees to Unite not less than monthly on or before the 20th of the month following deduction. Such remittance is to be made as a single direct credit to the union's bank account with an identifying reference.

1.35.2 SkyCity will at the same time forward to Unite via email a schedule detailing the names of the Employees for whom the deductions were made.

- 32.13 Delegates have the right to apply for unpaid leave for period of up to 6 weeks to work for Unite. When considering such requests SkyCity will take into account operational requirements. Delegates will retain all service-based entitlements including CEI upon their return to SkyCity.

33. SKYCITY AUCKLAND SUSPENSION

- 33.1 Where SkyCity considers it necessary for the protection of its operational and business interests, it may require Employees to carry out reduced or alternative duties consistent with their abilities or remain away from work, on their ordinary rate of pay, while it conducts an investigation into their conduct or performance as an Employee.

34. SKYCITY AUCKLAND MEDICAL EXAMINATION

- 34.1 SkyCity may, at its expense, require Employees to undergo a medical examination by a doctor nominated by SkyCity (after SkyCity has considered their wishes in respect of the doctor), and a copy of any medical report provided by the doctor shall be available to both parties. For the avoidance of doubt, SkyCity may exercise this right for the purposes of:

- 34.1.1 - Determining whether granting an Employee ongoing sick leave is appropriate;
- 34.1.2 - Determining whether an Employee's employment should be terminated for incapacity;
- 34.1.3 - Assessing an Employees fitness for work and/or return to work after a period of sick leave;
- or
- 34.1.4 - Obtaining a second opinion where an Employee has provided a medical

certificate/report.

35. SKYCITY AUCKLAND CONFLICT OF INTEREST

35.1 The Employee agrees not to enter into any contracts, business interests and/or activities which may:

35.1.1 - Conflict in any way with the interests of SkyCity and the Employee's responsibilities to it; or

35.1.2 - Reflect adversely on SkyCity's business or its public perception; or

35.1.3 - Impact adversely on the Employee's ability to carry out their duties.

36. SKYCITY AUCKLAND CRIMINAL CONVICTIONS

36.1 Where an Employee is charged with, and/or convicted of, a criminal offence or other offence that may impact on the Employee's ability to properly do their job, or which has the potential to bring SkyCity into disrepute, the Employee must immediately advise their manager.

37. SKYCITY AUCKLAND EMPLOYMENT RELATIONSHIP PROBLEMS

37.1 Employment relationship problems will be dealt with in accordance with the procedure in Schedule F of this Agreement.

38. SKYCITY AUCKLAND SAVINGS

38.1 Unless otherwise stated in the Agreement, nothing in the Agreement will operate so as to reduce any individual entitlements of Employees covered by this Agreement.

SkyCity Auckland Specific Schedules

SCHEDULE A: SKYCITY AUCKLAND MINIMUM START RATES

The following Minimum Start Rates will apply to the positions listed below (subject to the terms of an Employee's personal letter).

Position	1 December 2022	1 April 2023 (after 4% increase)	1 April 2024 (after 3% increase)
Food & Beverage			
Apprentice Chef	Training Agreement applies		
Commis Chef	\$25.05	\$26.06	\$26.84
Demi Chef	\$27.19	\$28.27	\$29.12
Busser	\$22.50	\$23.40	\$24.10
Host Cashier	\$23.11	\$24.03	\$24.76
Senior Host Cashier	\$24.76	\$25.75	\$26.53
Steward	\$22.50	\$23.40	\$24.10
Senior Duty Steward	\$25.13	\$26.13	\$26.92
Barista	\$23.11	\$24.03	\$24.76
Senior Barista	\$24.60	\$25.59	\$26.35
Waiter	\$23.11	\$24.03	\$24.76
Senior Waiter	\$25.80	\$26.83	\$27.64
Bartender	\$23.86	\$24.81	\$25.55
Senior Bartender	\$25.18	\$26.19	\$26.97
Room Service Attendant	\$22.86	\$23.78	\$24.49
Pantry Hand	\$22.50	\$23.40	\$24.10
F&B Stock Controller	\$25.39	\$26.41	\$27.20
Hotels			
Housekeeping Attendant	\$22.50	\$23.40	\$24.10

Housekeeping Supervisor	\$25.10	\$26.10	\$26.89
Front Services Representative	\$22.61	\$23.52	\$24.22
Senior Front Services Representative	\$24.24	\$25.21	\$25.97
Guest Services Representative	\$24.28	\$25.26	\$26.01
Commissionaire	\$24.13	\$25.09	\$25.85
Tower Experience Host	\$22.86	\$23.78	\$24.49
Minibar Attendant	\$22.50	\$23.40	\$24.10
Contact Centre Representative	\$24.35	\$25.33	\$26.09
Reservations Generalist	\$26.59	\$27.65	\$28.48
Valet	\$22.50	\$23.40	\$24.10
Night Auditor	\$23.55	\$24.49	\$25.23
Property Solutions			
Apprentice Electrician	Training Agreement applies		
Apprentice Refrigeration Technician	Training Agreement applies		
Grounds Attendant	\$22.50	\$23.40	\$24.10
Cleaning Services Attendant	\$22.50	\$23.40	\$24.10
Carpenter	\$37.07	\$38.55	\$39.70
Electrical Service Person	\$32.74	\$34.05	\$35.07
Painter	\$32.74	\$34.05	\$35.07
Plumber	\$32.74	\$34.05	\$35.07
HVAC Fitter	\$41.74	\$43.40	\$44.71
Rigging & Maintenance	See Schedule B		

Assistants			
Rigging Team Leader	\$31.95	\$33.23	\$34.22
Trade Assistant Plant	\$32.74	\$34.05	\$35.07
Facilities Officer	\$29.85	\$31.04	\$31.97
Facilities Team Leader	\$31.98	\$33.26	\$34.26
Upholsterer	\$32.74	\$34.05	\$35.07
Engineering Services Co-ordinator	\$48.17	\$50.10	\$51.60
Table Games			
Trainee Dealer	\$24.15	\$25.12	\$25.87
Dealer (1 Major Game)	\$25.35	\$26.36	\$27.15
Dealer (2 Major Games)	\$26.09	\$27.14	\$27.95
Dealer (3 Major Games)	\$26.84	\$27.91	\$28.75
Dealer (4 Major Games)	\$27.58	\$28.69	\$29.55
Table Games Supervisor	\$33.50	\$34.84	\$35.88
VIP Services Assistant – (Reception)	\$23.36	\$24.29	\$25.02
Finance			
Count Team Member	\$23.11	\$24.03	\$24.76
Cage Replenishment Person	\$23.66	\$24.60	\$25.34
Cashier	\$24.85	\$25.84	\$26.62
Senior Cage Cashier	\$28.83	\$29.98	\$30.88
Gaming Machines			
Gaming Machine Attendant	\$24.35	\$25.33	\$26.09
Gaming Machine	\$27.67	\$28.78	\$29.64

Technician			
VIP Service Assistant – (Reception)	\$23.36	\$24.29	\$25.02
Loyalty			
Premier Host	\$23.66	\$24.60	\$25.34
Senior Host – Assistant Shift Manager			
Security			
Security Officer, Entry Rate	\$23.86	\$24.81	\$25.55
Security Officer, Grade 1	\$25.36	\$26.37	\$27.16
Security Medic	\$26.87	\$27.95	\$28.79
Security Controller	\$26.87	\$27.95	\$28.79
Sky Theatre			
Theatre Usher	\$22.50	\$23.40	\$24.10
Stage Hand	\$24.72	\$25.71	\$26.48
Entertainment Technician	\$29.96	\$31.16	\$32.10
Senior Entertainment Technician	\$31.41	\$32.66	\$33.64
Procurement & Logistics			
Logistics Warehouse Assistant	\$22.86	\$23.78	\$24.49
Wardrobe			
Wardrobe Attendant	\$22.61	\$23.52	\$24.22
Wardrobe Attendant (with Sewing)	\$25.20	\$26.21	\$26.99

The above rates are minimum start rates. For the avoidance of doubt, all paid and printed rates will increase by 4% on 1 April 2023 and 3% on 1 April 2024.

Effective 1 December 2022, SkyCity Auckland’s lowest adult wage rate (set out in Schedule A) shall not be less than \$22.50.

SkyCity Auckland will maintain the current differential of \$0.10 between the SkyCity Auckland lowest adult wage rate and the New Zealand Minimum Wage.

For clarity, this does not apply to Training Agreement rates or Apprentice rates. For the avoidance of doubt these rates will be subject to at least the general wage increase.

* Grade 1 Security Officer rate will be paid based on the Employee completing 12 months service and achieving the SkyCity Casino Qualification.

SkyCity Auckland Service Rates and Service Recognition

1 year service rate:

On completion of 12 months current continuous service with SkyCity, a waged Employee with acceptable performance and attendance shall be paid not less than SkyCity Auckland’s lowest adult wage rate plus 5% for the term of the Agreement.

3-year service rate:

On completion of three (3) years current continuous service with SkyCity, a waged Employee with acceptable performance and attendance shall be paid not less than SkyCity Auckland’s lowest adult wage rate plus 10% for the term of the Agreement.

Service Recognition: SkyCity will award Service Recognition Annual payments (net) as per below table.

Service Length	Payment (Full-time Employees)	Payment (Part-time Employees)
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5 - 9 years	\$600	\$450
10 - 19 years	\$1000	\$750
20 years and over	\$1200	\$900

From 1 April 2007 Employees will receive a single allocation of 1 week's additional leave, or its cash equivalent, at the end of their 5th year of employment at SkyCity. This leave is a one-off allocation to recognise the five years' service. It is not added to the Employee's annual entitlement, which will remain at 4 weeks. This leave must be taken within 12 months of the Employee receiving it.

SKYCITY AUCKLAND ALLOWANCES

Kitchen Tools: An annual non-taxable allowance of \$250.00 will be payable to Kitchen Apprentices, subject to presentation to SkyCity of a receipt to substantiate the Employee's purchase of suitable kitchen tools to the same value.

Unpleasant Duties: An annual taxable allowance of \$300.00 gross will be payable to eligible employees (Cleaning Services, Housekeeping, Grounds people, Trades Assistants, and Security Officers). This amount will be paid in the first pay in December.

Tool Allowance (Property Services and Gaming Machine Technicians): The non-taxable tool allowances for Property Services and Gaming Machine Technicians will remain the same.

Ratification Payment:

Auckland Unite members covered by this collective agreement are to receive a total of \$500 (gross) to be paid over four payments (if they are Auckland SEA Unite members and are employed by SkyCity at the time of payment).

- First payment of \$125.00 will be made on the last pay in the month of December 2022

- Second payment of \$125.00 will be made on the last pay in the month of April 2023
- Third payment of \$125.00 will be made on the last pay in the month of August 2023 of \$125.00
- Fourth payment \$125.00 will be made on the last pay in the month of December 2023
- This payment is made by SkyCity in recognition of (i) the constructive way both parties have engaged during negotiations, and (ii) the desire of both parties to continue to engage in a constructive manner (iii) that expect as otherwise agreed, the parties have agreed that SkyCity may pass on terms and conditions in the collective agreement to others on site.

SCHEDULE B: SKYCITY AUCKLAND RIGGING AND MAINTENANCE ASSISTANTS

1. Minimum wage rates for Rigging & Maintenance Assistants will be:

Level	1 December 2022	1 April 2023 (after 4% increase)	1 April 2024 (after 3% increase)	Qualification Requirement
Start Rate	\$22.50	\$23.40	\$24.10	Entry level
1	\$22.95	\$23.87	\$24.58	Completion of Task Book 1 and 2
2a	\$23.33	\$24.27	\$25.00	Completion of Task Book 3 and 4
2b	\$24.72	\$25.71	\$26.48	Completion of Task Book 5
3	\$27.72	\$28.83	\$29.69	Completion of Task Book 6

- 2. Levels are progressive and must be achieved in order.
- 3. SkyCity will determine the required number of Employees at each level and will make available training as appropriate.
- 4. Training will be made available on the basis of performance.

Service Rates and Service Recognition - As per Schedule A.

SCHEDULE C: TERMS RELATING TO SKYCITY AUCKLAND SALARIED EMPLOYEES

This Schedule C applies only to Union members who are salaried Employees employed in roles which are specified in clause 2.3 of this Schedule. Terms and conditions that are different for salaried Employees are set out below, and apply separately from, not in addition to, the terms set out in the body of this Agreement.

1. HOURS OF WORK

- 1.1 Employees will work a minimum of 80 hours each fortnight (being Monday to Sunday), unless they are employed in a part time position, in which case the hours stipulated in their letter of agreement will apply. In order to fulfil the requirements of the Employee's position they may be required to work additional hours, subject to clauses of this Schedule C.
- 1.2 Employees may be required to work ordinary daily hours of 11 per day, excluding breaks. If this is the case the Employee's ordinary hours of work will not be less than 88 per 16-day period.
- 1.3 Subject to clause 17.3 in the body of this Agreement an Employee's salary is payment for the overall performance of the position and all the hours worked.
- 1.4 To suit the operational needs of the Company an Employee's hours of work and their usual place of work may be altered. Employees will be given reasonable notice of any changes.
- 1.5 Additional hours may only be worked on a rostered day off by agreement between an individual Employee and SkyCity. However, SkyCity may request Employees to work additional hours during the Christmas and New Year

period, Chinese New Year and on the occurrence of other exceptional events as determined by SkyCity (taking into account the considerations set out in clause 11.4).

- 1.6 Every effort shall be made to avoid excessive additional hours of work and to ensure that additional hours of work are reasonable. This is a joint responsibility between SkyCity and the Employee.
- 1.7 “Reasonable hours” of work will vary from Employee to Employee depending on circumstances such as:
 - Work intensity
 - The Employee’s community and family responsibilities
 - The total number of hours worked each day
 - The total number of hours worked each week
 - Industry norms
 - Time of year/special events
- 1.8 If an Employee is required to work at least one half of one full shift (i.e., half one day’s ordinary hours of consecutive additional hours) they will be entitled to time off in lieu equivalent to the time worked. Such time in lieu is to be taken at a time convenient to SkyCity with due regard being taken of the Employee’s wishes.
- 1.9 If an Employee considers their hours of work to be unreasonable, they are encouraged to discuss their concerns with their manager, the Employee Advocate or Human Resources.

2. REMUNERATION – SALARY AND BENEFITS

- 2.1 The Employee's salary and benefits are set out in the Employee’s personal letter. An Employee’s base salary is payable fortnightly by direct credit to the Employee’s nominated bank account. The Employee’s salary is subject to annual review with effect from the 1 October each year based on their performance as assessed in

accordance with Company policy. SkyCity does not have to increase the salary of the Employee.

2.2 Deductions may be made from an Employee's salary in accordance with clause 13.3 of the Agreement.

2.3 Salaried roles in Auckland covered by this agreement are as follows:

ROLE
Cage Count Supervisor
Chef de Partie
Cleaning Services Supervisor
Concierge, Grand
Duty Manager
Logistics Shift Supervisor
Premier Shift Supervisor
Sales and Events Coordinator
Scheduling Administrator
Supply Chain Customer Services Coordinator
Team Leader, F&B
VIP Host, Gaming Machines
VIP Host, Table Games
Wardrobe Supervisor

From 1 April 2007 Employees will receive a single allocation of 1 week's additional leave, or its cash equivalent, at the end of their 5th year of employment at SkyCity. This leave is a one-off allocation to recognise the five years' service. It is not added to the Employee's annual entitlement, which will remain at 4 weeks. This leave must be taken within 12 months of the Employee receiving it.

3. TERMINATION

- 3.1 Clause 28.1 of the Agreement shall apply where the Employee's employment is terminated by either SkyCity or the Employee on notice, except that a four week notice period will apply.
- 3.2 In the event that either the Employee or SkyCity gives notice of termination, SkyCity may require the Employee to perform all or some of their duties during this period, or to remain away from work during the notice period. If this occurs, the Employee will remain an employee of SkyCity until the end of the notice period, and therefore will continue to be bound by the terms of this Agreement.
- 3.3 SkyCity may elect to have the Employee removed from the site immediately upon termination if the circumstances warrant.
- 3.4 All other provisions of clause 28 will apply.

4. PROPRIETARY RIGHTS

- 4.1 All ideas, concepts, copyright, inventions, patents, trademarks or other processes developed or created by the Employee arising from or in connection with the activities of the Company shall be the sole property of the Company and the Employee shall take whatever steps are required to ensure that such property and all entitlements vest fully in SkyCity.

5. COMMISSIONS

- 5.1 In accordance with the Gambling Act 2003, Employees holding a Certificate of Approval shall not solicit or accept any tip, gratuity, consideration, or other benefit from any person(s) (including, but not limited to players and

customers) other than SkyCity in payment for any matter or thing concerned with their duties.

- 5.2 In respect to all other Employees, the Company policy relating to the non-solicitation and acceptance of gratuities shall apply, as outlined in the Company policy and procedures manual.

6. SAVINGS

- 6.1 Subject to the Company Policy clause in the body of this Agreement, this Agreement, including the Schedules, contains the entire agreement between the Employee and SkyCity, and any changes or additions to this Agreement must be mutually agreed and recorded in writing.

SCHEDULE D: SKYCITY AUCKLAND TABLE GAMES

1. CERTIFICATE OF APPROVAL

- 1.1 Licensed Employees must always have a Certificate of Approval as required by the Gambling Act 2003. Any Employee who does not have a Certificate issued by their start date, will not be able to start work until they get one. Employees who do not keep a Certificate of Approval will have their employment immediately terminated. SkyCity shall keep the original copy on file.

2. HOURS OF WORK

- 2.1 At the time a new Employee commences employment, they will be informed of SkyCity's rostering arrangements and how their hours of work will change from time to time in accordance with the following provisions.
- 2.2 Unless otherwise agreed between SkyCity and the Employee, no Employee will be scheduled to work:
- More than 2 shifts per day, to be worked within a span of 12 hours;
 - More than 12 hours per day;
 - More than 40 hours per week;
 - After 12 consecutive hours from the time work is started on any day;
 - Without a break of 10 hours between the end of work started on one day and the start of work the following day;
 - More than 8 consecutive 8 hour shifts;
 - More than 5 consecutive 10 hour shifts;
- 2.3 SkyCity will develop roster templates which will be published to Employees and the unions. Roster templates may be changed with 4 weeks' notice to all Employees. SkyCity will consult with Employees as to why any such change is necessary. In determining

whether to change a roster template SkyCity will take into account the personal circumstances of Employees.

Note: Any Employee who has fixed hours of work in terms of their existing employment agreement will not be required to change their hours of work.

- 2.4 SkyCity will post rosters on notice boards at least 7 days before the start of the roster.
- 2.5 Wait lists will be kept for all roster options, but no Employee may nominate a new roster preference until they have been on their existing roster for 3 months. Employees will remain on their roster preference for at least 6 months, after which a first on first off methodology will be used to identify Employees to move off roster preferences that have been requested by other Employees.
- 2.6 If an Employee who has been on their roster preference for at least 6 months is to be moved to make way for another Employee, at least 4 weeks' notice will be given by SkyCity. In that case the employee will be given the opportunity to nominate their preferred days off on their new roster and, as far as practicable, SkyCity will endeavour to accommodate the Employee's preferences.
- 2.7 On occasions when SkyCity is obliged by law to close down its gaming floors, SkyCity may roster Employees to work different start times and shift spans to accommodate the close down. In these circumstances SkyCity may roster Employees to whatever start time and shift span it requires to meet the varied opening times and customer demands. This will only be a temporary change to the Employees usual start time and/or shift span in order to accommodate the public holiday. If SkyCity is unable to provide an Employee with 40 hours work that week as a

result of the public holiday close down, SkyCity will pay the Employee for an ordinary 40 hour week.

- 2.8 Where Employees are employed to work on a roster of 5 x 8-hour shifts they will be entitled to have an average of 2 full 24-hour days off work for every 5 days that you work. If they are employed to work on a roster of 4 x 10-hour shifts they will be entitled to have an average of 3 full 24-hour days off work for every 4 days that they work. Wherever possible these days off will be one after the other.
- 2.9 Employees covered by this agreement will not be subject to the Late Starts provisions.
- 2.10 For employees covered by this Schedule, this clause varies clause 10 of the body of the Agreement.

3. OVERTIME

- 3.1 Time authorised by SkyCity to be worked more than a combined total of work and paid leave of 40 hours per week within a pay week will be considered overtime. Any hours spent in paid training pursuant to clause 7 of this Schedule will not be taken into account for overtime purposes.

4. ANNUAL LEAVE

- 4.1 For full time Employees, in relation to annual leave a “week” means 40 ordinary hours.

5. BREAKS

- 5.1 Table Games Dealers are entitled to a 20-minute break after working for 80 minutes, depending on breaks being spread among all Dealers so that there is adequate cover. A game must be completed before they take their break. The first 20-minute break may fall within the first 80 minutes of their shift. Table Games Supervisors will

work the same break system as a Dealer, or they will be entitled to a 30 minute break after working for 2 hours.

6. REMUNERATION

- 6.1 Dealers who have completed training in their first approved major game will be moved to '1 game dealer' rate after 100 hours only in the instance of strong performance and the ability to deal independently. In the absence of this, the 150-hour threshold will continue to apply.
- 6.2 Poker as a major game may require the completion of an agreed amount of tournament dealing hours and will not be subject to the aforementioned 3-month timeline. Where an Employee is not able to achieve the tournament dealing hours due to hours of work, they will move to the rate following 4 months dealing. Current agreed tournament hours for Poker will be 20 but may change from time to time. The Poker package will include Caribbean Stud and 3 Card poker in addition to Texas Hold 'em.

7. TRAINING

- 7.1 To meet customer demand, staffing and operating needs, SkyCity may approve Employees undertaking inhouse training on a new game. In the event of such approval, Employees may be required to undertake training outside their normal rostered hours at times to be determined by SkyCity, and they will receive their ordinary hourly wage rate for the hours spent in undertaking the training. Where possible, training will be conducted within normal rostered hours.

8. DUTIES

8.1 Gaming Supervisors

- 8.1.1 Gaming Supervisors will be required to be available to perform the full range of supervisory duties including

International and VIP play. The range of technical duties shall not exceed those determined and agreed within the Department of Internal Affairs guidelines and may change from time to time subject to DIA approval and subject to clause 9.3 of the main body of the Agreement. No Supervisor will be required to take on duties which they are not suitably skilled at and/or have been trained in.

8.1.2 Employees employed as Gaming Supervisor Level Y as of 03 April 2006 will be able to remain on their current duties and will not be required to take on the broader duties of Gaming Supervisor as outlined in clause 8.1.1 above.

SCHEDULE E: SKYCITY AUCKLAND IRREGULAR OR INTERMITTENT EMPLOYMENT

CASUAL

To meet business needs SkyCity sometimes has to employ people on an irregular or intermittent basis. For the purpose of this Agreement such people will be referred to as “Casual” Employees.

The following terms apply to the employment of Casual Employees.

Casual Employees will be paid a minimum of 2 hours pay for any shift that they work.

Casual Employees will have holiday pay at the rate of 8% of ordinary pay added to their hourly rate and paid out with each weekly pay. Casual Employees are not able to accrue or take annual leave.

Casual Employees will be paid at the appropriate rate for their position.

Either the Casual Employee or SkyCity can terminate the Employee’s employment by giving one hour’s notice. However, if SkyCity terminates the Employee’s employment on a day the Employee is working they will still be paid at least 2 hours pay.

Casual Employees are not entitled to redundancy notice or compensation.

Casual Employees are not entitled to jury service leave. Casual Employees can accrue shift-based leave on the same basis as other Employees, but it will be paid out to them in half-day blocks, as it is earned.

Casual Employees are entitled to bereavement leave on the same basis as set out in the body of this agreement.

Casual Employees will be entitled to 10 days sick leave six months after commencing employment as a Casual Employee. This leave can be taken on a day the Employee would otherwise have worked but is unable to work because they are sick or injured, their spouse is sick or injured, or a person who depends on them for care is sick or injured. Sick leave can be accrued to a maximum of 20 days in any year.

If a Casual Employee takes sick or bereavement leave, they will be paid for the hours they would otherwise have worked.

The terms of this Schedule will apply if they are different from the provisions in the body of this Agreement.

CONVENTIONS PART-TIME(FOH) EMPLOYEES

To meet business needs in Conventions only, SkyCity may employ Part-time employees on a specific Part-time arrangement that reflects the significant variability of business demands in this department.). For the purpose of this Agreement such employees are referred to as “Conventions Part-Time Employees (FOH)”.

Conventions Part time (FOH) employees may be required to work more than 16 hours per fortnight.

A Conventions Part-time (FOH) Employee’s minimum hours per fortnight will be one of the following:

- Band A – 16 hours per fortnight,
- Band B – 32 hours per fortnight,
- Band C – 40 hours per fortnight, or
- Band D – 64 hours per fortnight.

At the time that an Employee starts work, SkyCity will agree with them the hours that they are available to work.

An Employee may apply for a review of worked hours over the preceding 12 month period to determine whether they are eligible to be considered for a band with greater minimum hours.

Eligibility criteria:

a) Hours

Baseline Past 12 months worked hours:

- If the Employee's 'baseline' hours of work (including paid leave) has been within a higher band for no less than 48 out of 52 weeks, the Employee will be eligible to apply.
- If the Employee's 'baseline' hours of work (including paid leave) has been within a higher band for no less than 44 out of 52 weeks, it will be at the SkyCity Auckland management's discretion as to whether the Employee is eligible to apply.
- The Hours criteria will be reviewed twelve months after the initial introduction of Bands B, C and D and will move to an 'average' calculation unless there are exceptional circumstances which necessitate the maintenance of the baseline calculation.

b) Acceptable attendance

c) Availability

The Employee must have sufficient availability to meet business requirements in the department.

SkyCity Auckland may decline the application for reasonable, genuine reasons that include changing business needs – both immediate and forthcoming. Such reasons will be specific and not speculative in nature.

In the event that the Employee seeks to change their availability (as agreed at the time the employee is contracted to that band) and this is no longer sufficient to meet reasonable business requirements, SkyCity Auckland and the Employee will meet to discuss the impacts of this change in availability. An outcome of this discussion may be that the Employee defers to a lower Band.

In the likely event that for short periods of time SkyCity Auckland is unable (due to genuine business demands) to honour minimum hours, SkyCity Auckland will redeploy Employees into suitable alternative duties (for the avoidance of doubt, this may be in another department).

If no suitable redeployment opportunities exist, SkyCity Auckland will require Employees to take up to 10 days leave. This will be paid leave and may include Lieu Days and Shift-based Leave. In the event that the employee has limited paid leave, leave without pay will be taken.

For the avoidance of doubt, Employees will be required to take leave in accordance with their band.

Casual Employees who have worked regular shifts for a period of at least three months may be required to choose either to become a full-time or part-time employee or to alter their hours so that they are working more intermittent or irregular hours. SkyCity will place Casual Employees who choose to become full-time or part-time on a roster or shift pattern and band that matches as closely as possible the pattern they have been working and their service as a Casual Employee will be recognised by SkyCity. SkyCity may recognise the service of casual employees who have had a break in engagement with SkyCity for genuine reasons that would otherwise be recognised as 'leave (i.e. Parental Leave, ACC injury leave).

FIXED-TERM EMPLOYEES

Fixed-term Employees are not entitled to redundancy compensation.

SCHEDULE F: SKYCITY AUCKLAND - RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

1.1 SkyCity aims to provide a fair workplace for Employees. Sometimes Employees may have concerns about that employment and how they are being treated. SkyCity wants Employees to talk to us if this happens.

1.2 If the matter cannot be resolved the Employee can get outside help. We have set out the services available to Employees for resolving employment relationship problems.

1.3 What is an employment relationship problem?

An employment relationship problem includes a personal grievance, dispute or other problem relating to an Employee's employment relationship with SkyCity. If an Employee has a personal grievance, they have 90 days in which to raise it with SkyCity.

1.4 Who can help Employees with an employment relationship problem?

1.4.1 Within SkyCity

- The Employee's supervisor or manager
- Human Resources team
- The Employee Advocates (Connect Team)
- A Union delegate

1.4.2 Outside the workplace

The Ministry of Business, Innovation and Employment (MBIE) offers free information and has a free mediation service which can provide assistance to help the Employee and SkyCity work the problem out.

The Employee can contact:

- the MBIE on: 0800 20 90 20; or www.employment.govt.nz;
- mail to: help@unite.org.nz
- an advocate;
- a lawyer.

1.5 Mediation Services

1.5.1 If SkyCity and an Employee cannot resolve an employment relationship problem between them then either SkyCity or the Employee or both can ask for help from the Ministry of Business, Innovation and Employment. The Ministry of Business, Innovation and Employment provides mediation services that may include:

- information about rights and obligations;
- information about services;
- assistance in resolving problems; and
- fixing new terms of employment.

If SkyCity and an Employee can't solve a problem at mediation the Employee may refer it to the Employment Relations Authority.