



Collective Employment Agreement (Combined & Hamilton Terms)



1 July 2022 – 31 August 2024

Combined SkyCity Auckland and Hamilton

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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 DELETED)

SkyCity HAMILTON Specific Terms

39. SKYCITY HAMILTON NEW EMPLOYEES

For the first 30 days of employment, 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 may join the union
- how to contact the union
- that if they join Unite Union, they will be covered by this agreement.

SkyCity will provide all new employees with a form for the employee to indicate if they intend to join a union, within the first 10 days of the employee commencing employment.

40. SKYCITY HAMILTON PROBATIONARY PERIOD

40.1 New employees shall be subject to an eight (8) week probationary period, during which their performance (including conduct, competency and behaviour) will be reviewed and monitored.

40.2 SkyCity may terminate the employee's employment during or at the completion of the probationary period if the employee has not met the required performance standards. SkyCity will follow a fair process before electing to terminate employment, including advising the employee of the required performance standards and any perceived performance deficiencies, providing reasonable assistance to the employee to meet the required performance

standards, advising the employee of the consequences if the performance standards are not met and taking the employee's explanation into account before making a decision. Two weeks' notice (or payment in lieu of notice) is required during the probationary period to terminate employment.

40.3 Nothing in this clause affects the law relating to unjustified dismissal or the employee's right to raise an employment relationship problem as outlined in Schedule C.

40.4 Nothing in this clause shall prevent the employee's summary dismissal for serious misconduct.

41. SKYCITY HAMILTON EMPLOYMENT STATUS

41.1 A full-time employee is a permanent employee who is regularly rostered to work an average of 40 ordinary hours each week or 80 ordinary hours per fortnight.

41.2 A part-time employee is a permanent employee who is regularly rostered to work:

A minimum of 8 hours per week; and

Less than an average of 40 ordinary hours each week; or

Less than 4 days per shift cycle of 4 days on / 3 days off

41.3 A fixed-term employee is an employee who is employed for a regular number of hours each week for a set length of time to meet operational requirements. This employee's employment will end on a set date, or at the end of the specific need or project they have been employed for.

41.4 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. Casual employees will not be rostered to work regular shifts and there is no obligation on SkyCity to provide work to Casual employees. Casual employees are free to decline any shifts offered to them, but once an offered shift is accepted,

attendance for that shift is required. Casual employees who have worked regular shifts for a period of at least six months may be offered by SkyCity to become permanent employees on a full-time or part-time basis.

42. SKYCITY HAMILTON DUTIES

42.1 Subject to Clause 42.2, the employee's duties will be those agreed at the time employment commences. When at work, the employee must spend their time doing their duties.

42.2

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, provided this work is not a substantial change to the Employee's duties. SkyCity may ask Employees to undertake duties in which they are trained, skilled or experienced.

42.3 If minor changes are to be made to the regular duties of any Employee, SkyCity will discuss these with the Employee before they are implemented. If SkyCity wants to make significant changes to an Employee's duties, it will follow a consultation process with the Employee and the Union before any changes are made.

42.4 If an Employee is required to transfer to other duties, SkyCity will ensure that the Employee is given training and skills to do the work safely and will provide supervision until the appropriate skill level is achieved.

42.5 SkyCity may ask an Employee to work from time to time in a higher paid role within the Employee's department. If this happens, the Employee will be paid either:

At the starting rate for the higher position for the actual hours worked in that position; or

At a higher rate all time in return for SkyCity being able to ask you to work in the higher paid job at different times.

42.6 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.

42.7 At all times, Employees must inform SkyCity immediately if they suffer from any circumstance, condition, disease or disability that stops them from carrying out all of their duties safely or adequately.

43. SKYCITY HAMILTON HOURS OF WORK

43.1. Definitions

43.1.1. "Pay week" means the week from Monday to Sunday.

43.1.2. "Roster" means the weekly roster in which your start and finish times are set.

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

43.2. An employee's ordinary hours of work will be paid for at ordinary rates of pay, irrespective of the time of the day or the day of the week on which the work is performed.

43.3. If applicable to the employee's position, the employee may be engaged to work a split shift pattern, or the employee may agree to vary their shift arrangements to work a split shift pattern, provided that in any one day, a maximum of 8 hours are worked in total over a 12 hour span.

43.4. Full-time employees are entitled to a break of at least 8 hours between the end of one shift span and the start of the next shift span.

43.5. If SkyCity needs an Employee to work their next shift before they have had an 8-hour break (and the Employee agrees), the Employee will be paid time and a quarter for the second shift.

43.6. The employee will be told at the start of their employment what shift they will normally work.

43.7. If an Employee cannot come to work for any reason, they must inform their supervisor or manager at least two hours before their rostered start time, or if this is not possible, then as soon as they are practicably able to. The Employee must follow their Departmental procedures for notifying absence.

43.8. Breaks

43.8.1. Table Games employees will be entitled to a paid 20-minute break after every 80 minutes worked, subject to an active game being completed before a break is taken, and breaks being spread to ensure adequate staff cover. The first 20-minute break may commence within 80 minutes of the employee starting their shift.

43.8.2. All other employees will be entitled to paid rest breaks and unpaid meal breaks based on the number of hours worked, and in accordance with current legislation, with the exception of paid rest breaks which will be 15 minutes in duration. Unpaid meal breaks are 30 minutes. Breaks will be taken at times agreed to by the employer and employee, or when the legislation states breaks must be taken.

Work period	Breaks entitlement
Less than 2 hours	No break entitlement
2:00 hours to 4:00 hours	1 paid rest break of 15 minutes
4:01 hours to 6:00 hours	1 paid rest break of 15 minutes + 1 unpaid meal break of 30 minutes
6.01 hours to 9:59 hours	2 paid rest breaks of 15 minutes + 1 unpaid meal break of 30 mins
10:00 hours to 12:00 hours	3 paid rest breaks of 15 minutes + 1 unpaid meal break of 30 minutes
12:01 hours to 14:00 hours	3 paid rest breaks of 15 minutes + 2 unpaid meal breaks of 30 minutes

43.9. Rosters

43.9.1. 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 among employees.

43.9.2. SkyCity will make rosters available to employees at least 7 days before the start of the roster. SkyCity will give at least 48 hours' notice of any change to the roster, unless it is in a situation that is outside of SkyCity's control.

43.9.3. Employees must give SkyCity at least 48 hours' notice of any request to change a roster, and SkyCity will try to meet the individual Employee's request.

43.10. Variation to hours of work

43.10.1. Because of changes that affect our business, SkyCity sometimes needs to alter rosters and hours of work.

43.10.2. When this occurs, SkyCity will consult affected employees of any changes it is thinking of making, why the changes are proposed and a timetable for the proposal. Employees will be given the opportunity to give feedback on the proposal, and a decision will be made once that feedback has been considered.

43.10.3. If the change means that SkyCity needs people work fewer hours, volunteers will first be sought. If not enough employees volunteer, SkyCity will talk to those employees who would be affected and will try to reach agreement with them. If possible, the reduce hours would be spread as evenly as possible among staff in the department or area concerned.

43.10.4. If there are not enough volunteers, or an agreement is unable to be reached that reduces hours by the amount needed, SkyCity may use the redundancy clause in this agreement to reduce the number of employees.

43.11. Early Outs

43.11.1. Where there is not enough work for all employees on a shift, SkyCity may ask employees if they wish to stop working early for that shift. If an employee volunteers for an Early Out, that employee will not be paid for the hours that they do not work.

44. SKYCITY HAMILTON VARIABLE HOURS

44.1. SkyCity may require full-time employees to work variable shift spans, rather than a set shift span every week. If you agree to work variable shift spans, you will work an average of 80 hours over a two-week period.

44.2. If an employee agrees to work variable shift spans, SkyCity will guarantee that each week that employee is not paid less than their contracted hours, apart from when the employee take unpaid leave during that week, or an early out (those hours will be

deducted from the contracted hours).

44.3. No employee will be rostered to work a shift span of fewer than three hours, or in excess of 12 hours, nor will they be rostered to work more than four successive 12-hour shifts, or more than fifty (50) hours in any one week.

44.4. For full-time staff, unless otherwise agreed, all shift start times in a week will fall within three hours of each other.

44.5. The employee will be provided with a minimum of four days off over the two-week period, including a minimum of two successive full 24 hours days off wherever possible. Subject to Clause 44.6, any time worked in excess of 40 hours per week, as agreed between the employee and their manager, will be deemed to be overtime and will be paid for at time and a half. If the employee is not working variable hours, then overtime will be as outlined in Clause 45 below.

44.6. SkyCity understands the importance of work/life balance and the need to consider personal and family needs, as well as the health, safety and wellbeing of employees when working variable shift spans. The following measures will apply to ensure changes to roster patterns and hours of work have a minimum impact on any employee's work/life balance:

- Following the implementation of any substantially different roster patterns and hours of work, a review of the impact of the new arrangements will occur after six months. This will include an opportunity for the employee to provide feedback on these arrangements.
- Managers, supervisors and team leaders will be responsible for monitoring the implementation of new roster patterns and hours of work and ensuring that the minimum standards outlined above are adhered to.

45. SKYCITY HAMILTON OVERTIME

45.1. Before any employee works overtime, it must be authorised by the employee's manager, following the relevant Department's procedures.

45.2. SkyCity will act in a responsible manner in requesting employees to work overtime and will consider the general health and safety, family and personal responsibilities of the employee, and any impact on these as a result of any agreement between the parties to work additional hours.

45.3. Subject to Clause 46, time requested to be worked by SkyCity in excess of 40 hours worked per week which is agreed by the employee and authorised by their manager will be deemed to be overtime.

45.4. Overtime will be paid for at time and a half.

45.5. If a full-time employee is asked to come to work on a rostered day off for any reason, and the employee agrees to work on that day, the employee will be paid for a minimum of three hours work at the appropriate rate. This clause is subject to Clause 43.11, so that if the employee volunteers for an early out, they will not be paid for the hours they do not work.

45.6. During a pay week (Monday to Sunday each week), if an employee's total paid hours, which may include any paid leave hours taken as well as hours that the employee has actually worked, are more than 40, the hours over 40 for that week will be paid as overtime at time and half.

46. SKYCITY HAMILTON ADDITIONAL JOBS

46.1. If an employee applies for, and is appointed to, additional jobs at SkyCity Hamilton in addition to the employee's main position, the employee will be paid for the hours worked in the

additional job at the ordinary rate applicable for those jobs. Should the employee work more than 40 hours in a pay week in any one of those additional jobs, the employee will be paid overtime as set out in Clauses 45.3 and 45.4. The overtime must first be authorised by the employee's manager in accordance with Clause 45.1

46.2. The hours worked in the employee's substantive position are not added to the hours worked in additional jobs when calculating whether overtime is payable.

46.3. For the purposes of clarification, holiday pay accrued in an employee's additional job will be paid at the time the employee takes leave from their main position, in that such holiday pay will take into account the employee's earnings from their additional jobs.

46.4. The employee will not accrue separate leave entitlements in any additional jobs. Leave entitlements are in accordance with the employee's substantive position.

47. SKYCITY HAMILTON REMUNERATION – WAGES AND BENEFITS

47.1. The minimum wage rates are set out in Schedule G to this CEA.

47.2. Wages will be paid weekly by direct credit to the employee's nominated bank account.

47.3. Deductions may be made from the employee's wages if they are absent from work (without an entitlement to leave or authorisation) or for holidays taken in advance. Following consultation of the employee, deductions may be made from the employee's wages if an overpayment of wages or salary occurs, if the employee does not return SkyCity property, or if there are any other outstanding debts or money the employee owes to SkyCity, or for any reason requested in writing by the employee and approved by SkyCity.

47.4. 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 SkyCity and the Employee.

47.5. All employees are able to join a voluntary work-based savings scheme, in accordance with the provisions of the KiwiSaver Act 2006. For further information on KiwiSaver, go to www.sorted.org.nz or www.kiwisaver.govt.nz.

48. SKYCITY HAMILTON SKILLS-BASED PAY

Skills-based pay is a pay system where employees receive pay rates according to the level of skill they possess and the application of these skills on the job.

Table games dealers will be paid in accordance with the SkyCity Hamilton table games dealer skills-based pay framework. The minimum pay rates are specified in Schedule A of this agreement and are commensurate to the achievement of hours spent dealing each relevant game and satisfying game competency in accordance with the skills-based pay framework and prescribed assessment requirements.

49. SKYCITY HAMILTON PERFORMANCE

Each employee's performance may be reviewed at least once each year. The review will be based on the employee's performance against the requirements of their role. The review will be carried out following SkyCity's policy for performance reviews.

50. SKYCITY HAMILTON ANNUAL LEAVE

50.1. SkyCity will abide by any current legislation regarding Annual Leave, currently the Holidays Act 2003. The conditions of that legislation are set out below. If there is a change to the legislation during the term of this agreement, at least the minimum

requirements of the new legislation will be applied to your agreement.

50.2. After 12 months' continuous service, employees are entitled to four weeks' annual leave pursuant to the Holidays Act 2003.

50.3. The employee will receive a single allocation of 1 week's additional leave, or its cash equivalent, at the end of the employee's fifth year of continuous employment at SkyCity. This leave is a one-off allocation to recognise the five years of service, and it must be taken within 12 months of the employee receiving it, or it will expire. This additional week of leave is not added to your annual entitlement, which will remain at 4 weeks.

50.4. Employees will be paid for any annual leave taken in the pay period(s) that relate to that period of leave. If an employee wishes to be paid for any annual leave prior to commencing that leave, the employee must provide at least 7 days prior written notice requesting the payment of holiday pay.

50.5. Employees may take a single block of two weeks' annual leave in any one year.

50.6. Employees will be paid for annual leave at the greater of either their ordinary weekly pay at the time the leave is taken, or their average weekly earnings over the twelve-month period before the leave is taken.

50.7. Employees may take annual leave in advance if they have worked at SkyCity for less than a year, provided the employee does not take more leave than they have accrued.

50.8. The way in which annual leave is managed is outlined in SkyCity's Annual Leave policy, which is available on the intranet. SkyCity may limit the number of employees who may take leave during times of peak customer attendance such as Christmas and Easter.

51. SKYCITY HAMILTON SHIFT BASED LEAVE

51.1. Employees who work a shift, or any part of a shift that falls between the hours of 2300 and 0600 hours, or is on paid leave from such a shift, will be entitled to earn additional leave for those shifts as follows:

For employees employed on 10-hour shifts – 11.5385 minutes per shift;

For employees employed on a shift of any other duration – 9.2307 minutes per shift.

51.2. Earned minutes will be converted to an hourly value as follows:

- For employees employed on 10-hour shifts – 5.2 shifts = 1 hour
- For employees employed on a shift of any other duration – 6.5 shifts = 1 hour

51.3. What this means is that if an employee works full-time, with every shift having at least part of its working hours falling between 2300 and 0600, the employee will receive the equivalent of one week's additional leave each year. Employees that work fewer shifts that qualify for this type of leave will receive a pro rata amount of additional leave.

51.4. Employees may take shift-based leave for any approved purpose in hourly blocks as it accrues or apply to have it cashed up.

52. SKYCITY HAMILTON PUBLIC HOLIDAYS

52.1. 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 term of this agreement, at least the minimum

requirements of the new legislation will be applied.

52.2. In addition to annual leave, employees are entitled to up to 12 paid whole public holidays each year, in accordance with the Holidays Act 2003, to be taken on days that would otherwise be working days as agreed between the employee and SkyCity. Leave will be paid at the employee's "relevant daily pay" rate (ie, the amount that you would have received if you had worked your usual hours that day, including any regular productivity, commission and overtime payments).

52.3. Pursuant to the Holidays Act 2003, if an employee's manager requires an employee to work on a public holiday, the employee is entitled to be paid time and a half of their relevant daily rate for all the hours worked by the employee on that day, plus a full paid day off as an alternative holiday, paid at the employee's relevant daily rate. Subject to clause 52.6, if a full-time employee's rostered day off falls on a public holiday, the employee will be granted a paid alternative holiday.

52.4. Alternative holidays must be taken by agreement between the employee and their manager. If agreement cannot be reached, the employee must give 14 days' notice and take into account SkyCity's view as to when it would be convenient for the employee to take their alternative holiday. If the alternative holiday is not taken within 12 months of accrual, the employee may ask to cash it up.

52.5. Some public holidays have special arrangements, namely:

- If the holiday falls on a weekend and you do not normally work on the weekend, the holiday is transferred to the following Monday / Tuesday so that you still get a paid day off; or
- If the holiday falls on a Saturday or Sunday and you normally work on that day then the holiday remains at the traditional day and you are entitled to that day off on pay, or an alternative holiday as described in clause 52.3.

52.6 Where an employee's normal days of work are Monday to Friday, with Saturday and Sunday off, a public holiday other than those over Christmas and the New Year, falling on your normal days off will not entitle you to a paid alternative holiday.

53. SKYCITY HAMILTON SICK LEAVE

53.1. After six months' continuous service, employees are entitled to ten days sick leave in the following 12-month period, and then ten days each 12-month period after that (pro-rated for part-time employees, but to no less than five days per year).

53.2. Sick leave that is not used during each year maybe accumulated up to a maximum of 40 days for use during employment (pro rata for part-time employees).

53.3. Sick leave may be taken when:

(a) The employee is sick or injured; or

(b) The employee's spouse or partner is sick or injured; or

(c) Someone who depends on the employee to care for them is sick or injured

53.4. SkyCity may require an employee to produce a medical certificate either:

(a) after the employee has been on sick leave for three or more consecutive calendar days; or

(b) at any time if the employee has used up their statutory entitlement to sick leave (which is ten days per year); or

(c) at any time if SkyCity has reasonable grounds to suspect that the sick leave is not genuine. In this case, SkyCity will meet the

employee's reasonable expenses in obtaining a medical certificate and will inform the employee as early as possible that a medical certificate is required within 48 hours

53.4.2. The sick leave entitlements set out in this Clause are in substitution for and not in addition to the sick leave set out in the Holidays Act 2003. Sick leave will not be paid out on termination of employment.

53.4.3. Employees will not be disciplined or disadvantaged in performance reviews, training or promotions for taking sick leave for the purposes of the genuine sickness of the employee or their partner or dependent person. SkyCity may consider disciplinary or other action should there be concerns about the genuineness of any sick leave taken. In cases where the amount of sick leave taken exceeds the employee's entitlement, SkyCity may consider other action such as an absence management process.

53.4.4. In addition, employees will not be disciplined or otherwise disadvantaged for taking leave without pay for the purposes of genuine sickness of the employee, their partner or dependent person (in addition to the employee's sick leave entitlement).

53.4.5. Sick leave will be paid at the employee's "relevant daily pay" rate.

54. SKYCITY HAMILTON BEREAVEMENT /TANGIHANGA LEAVE

54.1. Employees should have a reasonable opportunity to pay their respects to a person who has died (including miscarriage and stillbirth) and to whom the employee was 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 similar.

54.2. Employees are entitled to take up to three (3) days paid

bereavement leave when SkyCity is satisfied that the employee has suffered a bereavement. More leave MAY be given by SkyCity (paid or unpaid) after consideration of the following:

- The closeness of the association between the employee and the deceased, which need not be a blood relationship;
- Whether the employee has had to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- The amount of time needed to discharge properly any responsibilities or obligations;
- Allowance for reasonable travelling time, although where overseas travel is required, that may not be for the full period of travel.

54.2.2. SkyCity will make a decision as quickly as possible to enable the employee to have the maximum time possible to make any arrangements necessary. In most cases approval will be given immediately, and may be given retrospectively, where necessary.

54.2.3. If paid leave is not appropriate, then annual leave or leave without pay should be granted.

54.2.4. SkyCity may require some proof when paid bereavement / tangihanga leave is requested. An employee's manager can request that this be produced prior to commencement of, or upon the employee's return from bereavement leave. Such proof will only be required where a manager has genuine reason to doubt the authenticity of the claim for bereavement leave.

54.2.5. This leave is in substitution for, and not in addition to, the bereavement leave set out in the Holidays Act 2003.

54.2.6. Bereavement/Tangihanga leave will be paid at the

employee's "relevant daily pay" rate.

54.2.7. Further information about any of the provisions of the Holidays Act 2003 can be obtained from the Ministry of Business, Innovation and Employment at www.mbie.govt.nz

55. SKYCITY HAMILTON PARENTAL LEAVE

55.1. Employees are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987. Further information about the provisions of this Act can be obtained from the Ministry of Business, Innovation and Employment at <https://www.employment.govt.nz/leave-and-holidays/parental-leave>

55.2. In addition to paid parental leave provided by legislation, if the employee is the primary caregiver and they take parental leave, they are entitled to a payment equal to one week's ordinary pay at the time parental leave commences, and a payment equal to one week's ordinary pay on return to SkyCity after parental leave.

56. SKYCITY HAMILTON JURY SERVICE

56.1. Should an employee be called for Jury Service, the employee and SkyCity may agree to jointly make application to the Court for leave from Jury Service if it would be in the best interests of the business that the employee works rather than completes Jury Service.

56.2. If, however, leave of the Court is not granted, or if it is acceptable for you to complete Jury Service, you will be granted Jury Service leave as follows:

(a) The difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay will be made up by SkyCity provided that:

- The employee produces the Court expenses voucher to

SkyCity; and

- The employee returns to work immediately on any day they are not actually serving on a Jury.

(b) These payments shall be made up for the duration of each separate period of jury service.

57. SKYCITY HAMILTON CRIMINAL OFFENCES

57.1. New employees will be required to disclose criminal convictions (subject to their entitlement, under the Criminal Records (Clean Slate) Act 2003, not to disclose certain offences) on their application form, as trust is an important aspect of the role that has been offered at SkyCity. New employees may also be required to undergo a security check in respect of their criminal history.

SkyCity reserves the right to terminate the employment of any employee without notice at any time either before or after the commencement of employment if it becomes or is made aware that the employee has misled SkyCity in respect to this information, or if the employee's security check discloses a criminal history not already disclosed by the employee to SkyCity.

57.2. Employees must immediately advise their manager if they are charged with and/or convicted of a criminal offence or other offence that may impact on the Employee's ability to properly do his or her job, or which has the potential to bring SkyCity into disrepute.

58. SKYCITY HAMILTON HEALTH AND SAFETY

58.1. SkyCity aims to achieve best practice in looking after the health and safety of its employees.

58.2. 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.

58.3. SkyCity will operate health and safety policies and practices that:

- Reflect SkyCity's positive commitment to the health and safety of its employees
- Achieve active employee involvement in health and safety, including recognition of elected health and safety representatives in the health and safety committee
- Provide for reporting, recording and investigation of accidents and incidents
- Proactively identify hazards and take action to eliminate or minimise hazards
- Provide an effective general emergency/evacuation plan to cope with all types of emergencies
- Provide access to training for all employees in health and safety in the workplace.

58.4. If any employee becomes aware of any hazards or any accident or incident that occurs at work, the employee must report these to their manager or supervisor as soon as possible.

58.5. If any employee suffers an illness or injury, whether work-related or not, SkyCity will take steps to provide a rehabilitation programme. The programme will promote and provide, wherever possible, the means for the employee to remain in or return to the workplace as soon as possible if the employee is ill or injured. The employee must actively participate in an agreed and approved rehabilitation programme.

58.6. If an employee works in a position where they may be at increased risk of exposure to Hepatitis A or B because of the nature of the job, the employee will be offered immunisation at SkyCity's expense. Examples of such roles are Cleaning Services

Attendants, Security Officers, Electricians and Trade Assistants.

58.7. For tasks that may place an employee at risk of hepatitis or other communicable diseases, employees will be provided with appropriate training and protective equipment such as gloves, disposable coveralls and disposable masks.

58.8. SkyCity will notify the Union of the schedule of Health & Safety Committee meetings.

59. SKYCITY HAMILTON WORKPLACE HARASSMENT

59.1. All forms of workplace harassment are unacceptable at SkyCity. Employees may not harass other employees, suppliers or customers. Any employee who is found to have harassed any other person may be disciplined up to and including dismissal from employment.

59.2. Further information, including details of the complaints procedure, can be found in SkyCity's Appropriate Workplace Behaviour policy.

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

60. SKYCITY HAMILTON EQUAL EMPLOYMENT OPPORTUNITIES

60.1. 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 opportunities for all employees. Further details are set out in the Equal Employment Opportunities policy.

61. SKYCITY HAMILTON POLICIES

61.1. SkyCity has policies in place regarding the employee's employment at SkyCity. These policies are available on the SkyCity intranet or can be obtained by request from the employee's manager or the People & Culture team. Employees must ensure that they know what the policies are, and that they follow them. The policies must not conflict with this agreement.

61.2. The policies are not contractual terms and so SkyCity may change its policies from time to time provided reasonable notice is provided to employees of the changes. If SkyCity wants to make substantial changes to any of its policies, it will tell employees about the proposed changes and will give employees the opportunity to provide feedback on them prior to implementation.

62. SKYCITY HAMILTON CERTIFICATE OF APPROVAL

62.1. All licenced employees must maintain a current Certificate of Approval as required by the Gambling Act 2003.

62.2. Where a Certificate of Approval is required for a position, if an employee has not been issued with the Certificate of Approval on or before their agreed start date, that employee may not be able to start work until the Certificate is issued.

62.3. Failure to obtain, maintain or to unreasonably delay the application for a Certificate of Approval will result in the immediate termination of an employee's employment.

63. SKYCITY HAMILTON TABLE GAMES TRAINING

63.1. To meet customer demand, staffing and operational needs, SkyCity may approve Table Games employees undertaking in-house training on new games.

63.2. In the event of such an approval, the employee may be

required to undertake training outside of their normal rostered hours, at times to be determined by SkyCity. Where possible, training will be conducted within the employees' normal rostered hours.

63.3. Employees will receive their ordinary hourly rate for the hours spent in undertaking this training.

64. SKYCITY HAMILTON GAMING RESTRICTION

64.1. Employees must 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.

64.2. From the date an employee's employment at SkyCity is terminated for whatever reason, the employee is prohibited from entering onto the SkyCity Hamilton gaming floor for a period of 30 days.

65. SKYCITY HAMILTON CONFIDENTIALITY

65.1. All business information belonging to SkyCity is confidential. This includes information about customers, products and work methods. While employees are employed by SkyCity and after they leave the business, they must keep secret all confidential information they have learned about while at SkyCity.

65.2. Clause 65.1 does not prevent employees from using their general knowledge, experience or skills for other employment after they have left SkyCity.

66. SKYCITY HAMILTON TERMINATION

66.1. An employee's employment may be terminated by either the employee giving SkyCity two (2) weeks' notice in writing, or by

SkyCity giving the employee two (2) weeks' notice in writing. SkyCity may decide to pay the employee two weeks' notice rather than having the employee work out their notice period.

66.2. If an employee is dismissed for serious misconduct, their employment may be terminated without notice or any payment in lieu of notice.

66.3. If an employee is away from work for a period of three (3) or more consecutive shifts and does not contact SkyCity to provide a reasonable explanation for their absence, the employee will be considered to have abandoned their employment and SkyCity will terminate their job without notice or any payment in lieu of notice.

66.4. When an employee's employment ends, the employee must return all SkyCity property in their possession to their manager.

66.5. If an employee owes any outstanding debts or monies, SkyCity may withhold the amount owed from the employee's final pay, including from their holiday pay.

67. SKYCITY HAMILTON REDUNDANCY

67.1. Redundancy is a situation where an employee's employment is terminated by SkyCity because their position becomes surplus to SkyCity's requirements.

67.2. Employees will be paid compensation for redundancy as follows:

(a) Four weeks' ordinary pay (being their ordinary rate of pay multiplied by the normal number of hours worked by the Employee per week at the time of redundancy) for the first complete 12 months of continuous service with SkyCity; plus:

(b) Two weeks' ordinary pay for each subsequent complete year of continuous service (pro rata for part years of six complete months

of service); provided that

(c) The combined total of weeks of ordinary pay pursuant to paragraphs (a) and (b) will not exceed 18 weeks' pay.

67.3. SkyCity recognises the serious consequences that the loss of employment can have on individual employees and will try to minimise this by placing Employees in another position (redeploying) and / or retraining Employees wherever possible. The parties to this agreement agree that it is better if possible that employees are encouraged to remain in employment with SkyCity, rather than be paid redundancy pay. SkyCity will make every effort to identify suitable redeployment in accordance with the clauses below.

67.4. 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 skills, capabilities and experience of the employee (regardless of whether or not they accept that offer).

67.5. In addition, if an employee is offered and accepts an alternative position (even if that position is on less wages), the employee will not be entitled to redundancy compensation.

67.6. However, if the employee is offered and declines an alternative position which is on lower wages or which is not reasonable given the employee's skills, capabilities and experience, the employee will be entitled to redundancy compensation in accordance with Clause 67.2.

67.7. SkyCity will tell employees about any proposed redundancy situation likely to affect those employees, and the likely number of employees affected. SkyCity will consult with the employees about such a redundancy proposal and any alternatives. The consultation will include the process for selection for any alternative roles which may be available.

67.8. If an employee is made redundant, they will be given a minimum of four weeks' notice of the termination of their employment, or payment in lieu of notice.

67.9. In order to help employees deal with problems associated with the loss of permanent employment, SkyCity will make individual employee assistance counselling available to employees as soon as they are informed of their redundancy.

67.10. If an employee is made redundant, they will be allowed paid time to attend interviews for a new job, provided the employee first seeks permission from SkyCity.

67.11. SkyCity will supply written certificates of service at the employee's request.

67.12. If an employee's employment is terminated because of the sale, transfer, merger, amalgamation, contracting out or reorganisation of the whole or any part of SkyCity's business means that there is a new employer, SkyCity will be under no obligation to pay compensation for redundancy if the new employer has offered you employment in the same or a substantially similar position on no less favourable terms of employment, and has offered to treat your service with SkyCity as if it were continuous service with the new employer.

67.13. The employee's entitlements and the process that will apply in the event of a restructuring are set out in the Employee Protection Provision in Clause 68 below.

68. SKYCITY HAMILTON EMPLOYMENT PROTECTION PROVISION

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

The following terms are applicable for all employees performing cleaning or food catering services (ie, staff who do

catering for functions and banquets):

68.2. For the purposes of this clause only, the phrase “new employer” means the person who the contract or business will be transferred to.

68.3. The employee has the right, in law, to choose to transfer to employment with the new employer on the same terms and conditions of employment and ongoing service.

68.4. Before a restructuring takes place, the employee will be able to decide, within a reasonable timeframe specified by SkyCity, whether or not they wish to transfer to the new employer.

68.5. If the employee wishes to transfer to the new employer, they will become an employee of the new employer from a date to be agreed by the employee and SkyCity, or from when the restructuring takes effect. From that date, the employee’s terms and conditions of employment as set out in this agreement will continue to apply, their previous service to SkyCity will be recognised, and they will not be redundant.

68.6. If the employee does not wish to transfer to the new company, that will be their choice but they will not be entitled to redundancy notice or compensation and SkyCity will have no obligation to find the employee an alternative role. Clauses 67.2 and 67.3 will not apply in these circumstances.

For all other employees:

68.7. In the event of such a restructuring affecting your position, SkyCity shall, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring (the “Other Party”) concerning the impact of the restructuring on the employees.

68.8. In those negotiations, SkyCity will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring, including all details of their terms and conditions of employment, and it will encourage the Other Party to offer all affected employees employment on terms and conditions no less favourable than they currently enjoy with SkyCity. However, whether the Other Party offers the employee ongoing employment and on what terms and conditions will ultimately be the decision of the Other Party.

68.9. In the event that the Other Party does offer the employee employment in the same or a substantially similar position on no less favourable terms of employment, and the Other Party has offered to treat your service with SkyCity as if it was continuous service with it, then the employee will not be entitled to notice or any redundancy compensation from SkyCity, whether or not the employee accepts that offer.

68.10. If the employee is not offered employment or is not offered a position on the basis set out in Clause 68.9, then the provision of Clauses 67.3 67.4, 67.5, 67.6 will apply and SkyCity will look for an alternative position for the employee. If no alternative position is found the employee will be given notice of termination and redundancy compensation as set out in Clause 67 of this agreement.

69. SKYCITY HAMILTON SUSPENSION

69.1. If a serious problem arises relating to an employee's conduct or performance, SkyCity may suspend the employee from work on pay whilst it investigates the problem.

If an investigation is delayed because the employee refuses to take part, or because of other reasons beyond the employer's control, eg, waiting for a criminal trial to end, the employer may, after consultation, decide any further time on suspension will be unpaid.

70. SKYCITY HAMILTON MEDICAL EXAMINATION

70.1. The employee agrees that SkyCity may, at its expense, require the employee to undergo a medical examination by a doctor nominated by SkyCity (after SkyCity has considered the employee's 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:

(a) determining whether granting the employee ongoing sick leave is appropriate;

(b) determining whether the employee's employment should be terminated for incapacity;

(c) assessing the employee's fitness for work and/or return to work after a period of sick leave; or

(d) obtaining a second opinion where the employee has provided a medical certificate and / or report.

71. SKYCITY HAMILTON CONFLICT OF INTEREST

71.1. The employee agrees not to enter into any contracts, business interests and/or activities which may:

(a) conflict in any way with the interests of SkyCity and the employee's responsibilities to it; or

(b) reflect adversely on SkyCity's business or its public perception; or

(c) impact adversely on the employee's ability to carry out their duties.

72. SKYCITY HAMILTON EMPLOYMENT RELATIONSHIP PROBLEMS

72.1. Employment relationship problems shall be dealt with in accordance with the procedure set out in Schedule C of this Agreement.

73. SKYCITY HAMILTON UNION RIGHTS

73.1. SkyCity recognises that union delegates are the authorised representatives of their union members on the worksite.

73.2. Authorised representatives of the union 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.

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

- (a) The union gives at least 14 days' written notice of its intention to hold a stop work meeting;
- (b) Satisfactory arrangements are made for the maintenance of essential services by union delegates or organisers;
- (c) The meeting is arranged at a place and time mutually agreed between the union and SkyCity;
- (d) Employees return to work immediately after the end of the meeting;
- (e) Time off to attend the meeting will be paid at the Employee's ordinary rate of pay;
- (f) 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.

73.4. Union delegates will be allowed paid time at the Employee's ordinary rate of pay to attend meetings with other union delegates, to represent union members (exclusive of attendance at disciplinary meetings) and to attend to authorised union business as long as reasonable prior notice (no less than 48 hours) is given to their supervisor / manager and their attendance will not cause undue disruption to the business operations. The maximum weekly total available will be 2 hours per week.

73.5. 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.

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

73.7. 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 for 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 deduction will be required.

(a) 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.

(b) SkyCity will at the same time forward to Unite via email a schedule detailing the names of employees for whom the deductions were made.

74. SKYCITY HAMILTON RIGHT TO WORK

74.1. Where the employee is required under the Immigration Act 2009 to hold a work visa, the employee agrees to maintain a valid work visa at all times and to present to SkyCity when requested any evidence of their entitlement to work, including but not limited to a current work visa or online visa record.

74.2. The employee agrees to notify the employer immediately of any event or issue that might affect the employee's right to be lawfully employed in New Zealand. This includes but is not limited to the expiry or revocation of the work visa, the alteration of any conditions on the business, and any changes in the employee's circumstances that may invalidate the visa.

74.3. If the employee's work visa is revoked, expires or otherwise becomes invalid, SkyCity is entitled to terminate the employment relationship immediately without notice.

SCHEDULE G: SKYCITY HAMILTON MINIMUM RATES

Position	1 September 2022	1 September 2023 (after 4% increase)	1 April 2024 (after 3% increase)
<i>Trainee Dealer</i>	\$23.00	\$23.92	\$24.64
Dealer -1 Game	\$24.29	\$25.26	\$26.02
Dealer - 2 Game	\$25.05	\$26.05	\$26.83
Dealer - 3 Game	\$26.05	\$27.09	\$27.90
Dealer - 4 Game	\$26.80	\$27.87	\$28.71
Gaming Machine Att/Premier Host	\$24.35	\$25.32	\$26.08
Gaming Machine Technician	\$27.67	\$28.78	\$29.64
Cage Cashier	\$24.35	\$25.32	\$26.08
Senior Cage Cashier	\$25.84	\$26.87	\$27.68
Hospitality Ambassador L1	\$22.86	\$23.77	\$24.49
Hospitality Ambassador L2	\$23.36	\$24.29	\$25.02
Hospitality Ambassador L3	\$23.86	\$24.81	\$25.56
F&B Attendant	\$22.61	\$23.51	\$24.22
Bartender	\$23.11	\$24.03	\$24.76
Functions Attendant	\$22.61	\$23.51	\$24.22
Senior - Bartender / F&B Attendant / Functions	\$23.61	\$24.55	\$25.29
Steward	\$22.50	\$23.40	\$24.10
Commis Chef (unskilled)	\$23.36	\$24.29	\$25.02
Commis Chef	\$24.35	\$25.32	\$26.08
Demi Chef	\$26.34	\$27.39	\$28.22
Trainee Security Officer	\$23.86	\$24.81	\$25.56
Security Officer	\$25.35	\$26.36	\$27.15
Cleaning Services Attendant	\$22.50	\$23.40	\$24.10
Cleaning Services Team Leader	\$24.85	\$25.84	\$26.62
Wardrobe Attendant	\$22.50	\$23.40	\$24.10
Fun Ambassador	\$22.61	\$23.51	\$24.22

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

Service increases – SkyCity Hamilton:

- After 3 years' continuous service, a service rate of \$0.50c per hour added to base rate
- After 5 years' continuous service, a further service rate of \$0.50c per hour added to base rate

Unpleasant duties: an annual taxable allowance of \$260 will be payable to eligible permanent employees (Cleaning Services Attendants and Cleaning Services Team Leaders). This payment will be made in the first pay in November.

Ratification Payment:

Hamilton Unite members covered by this collective agreement are to receive a total of \$500 (gross) to be paid over four payments (if they are Hamilton 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 H: SKYCITY HAMILTON SALARIED POSITIONS

This schedule applies to members of the Union who are salaried employees of SkyCity Hamilton, employed in the following roles:

- Table Games Supervisors
- Gaming Machine Supervisors
- Surveillance Operators
- Gaming Machine Technicians
- Chef de Partie

(referred to as the “Salaried Employees”)

Subject to the terms set out below, the following clauses of the SkyCity Hamilton Agreement will not apply to Salaried Employees: 41 (Employment Status), 46 (Second Jobs), 43 45 (Overtime), 47 (Remuneration), 48 (Skills Based Pay), 49 (Performance), 66 (Termination) and Schedule G.

All other SkyCity Hamilton clauses of the Agreement will apply to Salaried Employees. In addition, the clauses set out below will apply to Salaried Employees. In the event of any inconsistency between the terms set out in this Schedule and the terms set out in the Agreement, the terms of this Schedule will apply.

TERMS THAT APPLY TO SKYCITY HAMILTON SALARIED EMPLOYEES:

1. HOURS OF WORK

1.1 Salaried Employee’s minimum ordinary working hours will be forty (40) hours per week (excluding unpaid meal breaks) (being Monday to Sunday). In order to fulfil the requirements of their positions they may be required to work additional hours, subject to clause 1 of this Schedule.

1.2 Subject to clause 2.2 of this Schedule, the salary paid to Salaried Employees is payment for the overall performance of the

position and all the hours worked.

1.3 To suit the operational needs of SkyCity Salaried Employees' hours of work and usual place of work may be altered. Salaried Employees will be given reasonable notice of any changes.

1.4 Additional hours may only be worked on a rostered day off by agreement between the Salaried Employee and SkyCity. However, SkyCity may require Salaried Employees to work additional hours during Christmas and New Year period.

1.5 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 Salaried Employees.

1.6 "Reasonable hours" of work will vary from employee to employee depending on circumstances such as:

- Work intensity;
- Salaried 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

1.7 Any time Salaried Employees are required to work at least one half of one full shift of extra hours all at one time, they will be entitled to take an equivalent amount of time off work at a later date. Time taken in lieu is not recorded by a time and attendance system but recorded by your department. Time in lieu is not classed as leave and cannot be paid out either while you are still employed, or when you leave.

1.8 All time in lieu must be authorised in advance by the shift or departmental manager (as per departmental procedure). Such time in lieu is to be taken at a time mutually agreed between SkyCity and the Salaried Employee.

1.9 The way that time in lieu is managed will be in accordance with the following procedure:

- Time in lieu must be taken within three months of the date of entitlement.
- Only time in lieu authorised by the Salaried Employee's departmental manager can be taken or accrued.
- If time in lieu is not taken within three months of entitlement SkyCity may direct Salaried Employee to take any outstanding time in lieu by giving them two weeks' notice.
- Taking time in lieu will be by way of the Salaried Employee completing a leave form identifying that leave as "time in lieu" and submitted to their departmental manager.

1.10 All time in lieu must be used and is not able to be cashed up or paid out upon termination of a Salaried Employee's employment.

1.11 If a Salaried Employee considers their hours of work to be unreasonable, they are encouraged to discuss their concerns with their manager, or Human Resources.

2. VARIATION TO HOURS OF WORK

2.1 Because of changes that affect SkyCity's business, it sometimes needs to alter rosters and hours of work.

2.2 When this happens SkyCity will tell affected Salaried Employees about any changes SkyCity is thinking of making and why. SkyCity will also give Salaried Employees a timetable for what it is proposing. SkyCity will give Salaried Employees the opportunity to tell the company what they think about the proposal or to give SkyCity written feedback. SkyCity will make its decision on the proposal once it has considered Salaried Employee's suggestions.

2.3 If the changes mean that SkyCity needs people to work fewer hours, it will first of all ask for volunteers. If not enough people volunteer SkyCity will talk to the people who would be affected and

try to reach agreement. If possible SkyCity would spread the reduced hours as evenly as possible among staff in the department or area concerned.

2.4 If SkyCity is not able to get enough volunteers or to reach an agreement that reduces hours by the amount needed, it may use the redundancy provisions in the Agreement to reduce the number of staff.

3. REMUNERATION – SALARY AND BENEFITS

3.1 Each Salaried Employee's salary and benefits are set out in their personal letter, Salaried Employee's base salary is payable fortnightly by direct credit to their nominated bank account. Salaried Employee's salaries are subject to annual review with effect from 1 October each year based on their performance as assessed in accordance with Company policy. SkyCity does not have to increase Salaried Employee's salaries.

3.2 Deductions may be made from a Salaried Employee's salary if they are absent from work, do not return SkyCity property or for any reason requested in writing by a Salaried Employee and approved by SkyCity.

4. TERMINATION

4.1 A Salaried Employee's employment may be terminated by either SkyCity or the Salaried Employee giving four weeks' notice in writing. Alternatively, SkyCity may elect to pay the Salaried Employee in lieu of notice.

4.2 In the event that the Salaried Employee does not provide four weeks' notice SkyCity may, without prejudice to any other rights it may have, deduct from the Salaried Employee's final pay (including any outstanding wages entitlement or holiday) an amount equivalent to the shortfall in notice.

4.3 In the event that either the Salaried Employee or SkyCity gives notice of termination, SkyCity may require the Salaried 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 Salaried 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.

4.4 In the event of serious misconduct or a fundamental breach of this employment agreement, the Salaried Employee may be dismissed without notice.

4.5 SkyCity may elect to have the Salaried Employee removed from the site immediately upon termination if the circumstances warrant.

4.6 SkyCity may deduct any outstanding debts or monies owed to it by the Salaried Employee from their final pay, including holiday pay, on termination of employment.

4.7 Clauses 66.2 - 66.5 of the Agreement apply to Salaried Employees.

4.8

5. CONFIDENTIALITY

5.1 All business information belonging to SkyCity is confidential. This includes information about customers, products, operations, budgets and work methods. During the Salaried Employee's employment, and after the termination of their employment, the Salaried Employee must keep secret all confidential information they come to know while working at SkyCity. This Clause does not prevent the Salaried Employee from using their general knowledge, experience and skills for employment after they no longer work at SkyCity.

6. PROPRIETARY RIGHTS

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

7. COMMISSIONS

7.1 In accordance with the Gambling Act, Salaried 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.

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

SCHEDULE I: SKYCITY HAMILTON - RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

SkyCity Hamilton aims to provide a fair workplace for employees. At times you may have concerns about that employment and how you are being treated. We would like you to talk to us if this happens. If we cannot resolve matters between us, you can get outside help. We have set out the services available to you for resolving employment relationship problems.

What is employment relationship problem?

An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with us. If you have a personal grievance you have 90 days in which to raise it with us.

Who can help you with an employment relationship problem?

To help you solve your employment relationship problem you can contact:

Within your workplace

- Your manager/supervisor or their manager
- Your Human Resources personnel
- Your Union delegate

Outside your workplace

- If matters cannot be resolved internally or you wish to seek outside assistance, you may contact the following:
 - The Ministry of Business, Innovation and Employment (“MBIE”) offers free information and has a free mediation service which can provide assistance to help us work together to resolve the problem.
- You can contact:
 - MBIE on: 0800 209 020; or info@employment.govt.nz
 - E tū Union Support on: 0800 186 466;
 - Unite Union Support on 0800 286 483

Mediation Services

If we cannot resolve your employment relationship problem between us then either or both of us may request help from MBIE.

MBIE provides mediation services which may include:

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

Problem not resolved at mediation

If we cannot resolve the problem at mediation, it can be referred to the Employment Relations Authority through your Union.

Attestation

Signed for and on behalf of SkyCity Management Ltd:



Claire Walker
Chief People and Culture Officer

Date: 12/12/2022

Signed for and on behalf of Unite Union:



John Crocker
National Secretary, Unite

Date: 6/12/22