

CROWN AREA MANAGERS AND SURVEILLANCE EBA 2021

Your union organisers and your workplace union delegates have recently “ramped up” renegotiation of your 2021 EBA. This comes after bargaining restrictions associated with the last lengthy shutdown and scope/coverage issues which were conciliated at the Fair Work Commission.

Here is a summary and brief description/update of your current Union EBA Claims

SCOPE

UWU Claim: Amend the scope of the current agreement to include gaming machines area managers. *This was finalised and agreed to at the Fair Work Commission (FWC). Other workers groups seeking to be covered by the agreement were unsuccessful. However, the surveillance operations managers have already won the right to have their own EBA, with negotiation for their agreement starting soon.*

UWU Claim: Insert an appropriate classification structure for gaming machines area managers and review existing classification structures to ensure that they are up to date, ensuring fairness and effectiveness. *Your union is in the process of finalising the gaming machines rates of pay and references within the agreement for the company to review. Your union is also finalising some rates of pay for surveillance employees to present to the company.*

FAIR AND BALANCED JOBS

UWU Claim: Where requested, adopt a 152-hour standard for all full-time employees at no loss of pay.

After much thought and discussion, your union and delegates have presented the following proposal to the company.

- 1** That all departments maintain their current roster structure and shift lengths.
- 2** That all departments (except cage) will accrue 8 hours TOIL (time off in lieu) each 4-week cycle.
- 3** That the Table Games TOIL be enshrined in the agreement as a 1 x RDO (rostered day off) each 4-week cycle. Thus, this will be a permanent fixed day off in the table games roster.
- 4** Due to the longer shift length in other departments, all other departments (unless a fixed RDO is achieved) will accrue 8-hours TOIL each 4-week cycle.
- 5** And, that the EBA include the following wording re: taking of TOIL “At a time agreed between the employee and the company. Subject to notice prior to roster release, any request by an employee to access accrued TOIL will not be unreasonably refused by the company.”

UWU Claim: Every worker gets the full value for public holidays. Public holiday rates - double time or TIL (time in lieu), elected by the employee for hours worked on a public holiday.

Employees receive 8 hours of TIL for a public holiday not worked, and when they work only a portion of a public holiday, they will be topped up to 8 hours of TIL.

The intent of this claim is that all departments receive the full benefit of a public holiday regardless of if they are only working a portion of the calendared public holiday.

FAIR WAGES

UWU Claim: Maintain the existing ‘protect the gap’ mechanism, including providing for a wage increase of 3.25% backdated to 1 July 2021. *Basically, 3.25% increase in the first year backdated to the EBA expiry date, and the same % wage increases of whatever the Crown Wide EBA is in the second and third years of the agreement. And that all applicable allowances increase by the same % as the wage increases.*

UWU Claim: That the agreement operates for a period of three (3) years, expiring 30 June 2024. *The company has already agreed to this.*

NO REDUCTION IN CONDITIONS

UWU Claim: All current conditions to be maintained, subject to the union log of claims. *This is self-explanatory. We don't lose or sell-off any of our current conditions.*

FAIR RIGHTS

UWU Claim: UWU union rights to be updated to reflect the ‘Crown Standard’. *Insert all union rights in the Crown-Wide EBA that are not in the Managers EBA.*

COMPLIANCE/ADMINISTRATIVE MATTERS

UWU Claim: Workers to be able to elect to move to fortnightly pay upon request.

We want fortnightly pay. The company will not agree to this being on request. It's one in all in. Further, it is proposed that fortnightly pay will be calculated on the hours actually worked, not averaged over a four-week cycle.

UWU Claim: Agreed remedies to compliance issues as identified by either party.

Basically, this claim is associated with any EBA wording that needs to be updated to make it compliant to be certified at the Fair Work Commission. Notably, references to United Voice will need to be updated to say UWU.

COMPANY CLAIMS

Your union and delegates have reviewed the company claims, and most are associated with EBA compliance.

However, the company has a couple of key claims that are of concern for crown managers. They are:

Claim 6. “By amending clause 7 and attachment B of the 2018 Agreement by adjusting the annual salary rates in the Agreement by amounts and from operative dates as determined by Crown”

AND

Claim 7 “ By adjusting all monetary allowances in the 2018 Agreement by amounts and from operative dates as determined by Crown.

This says that the company does not want to enshrine guaranteed wage and allowance increases for workers into the agreement, but rather seek that they have full license and control to give workers a wage increase if or when they feel like it.

Claim 9. “By amending sub clauses 11.2.1(b) and (c) of the 2018 Agreement by:

(i) Removing the words in sub clause 11.2.1(b) “provided with a minimum of seven days’ notice” and inserting in lieu “changed with less than 14 days’ notice”; and

(ii) By amending the wording in sub clause 11.2.1(c) “An employees’ rostered hours may be changed at any time by agreement between the Company and the employee”.

The first part (i) of this claim should be a major concern for employees, as this allows the company to change your roster at any time within 14 days up to just before an employee’s shift was about to begin.

The second part (ii) of this claim is less controversial, as it states that rosters can be changed but it needs to be by mutual agreement.

NEXT STEPS

Your union and delegates have scheduled EBA bargaining meetings with the company on the following dates;

Tuesday 21st Dec 2021

Monday 10th Jan 2022

If Crown Managers are to be successful in getting a fair deal and win the above union claims, workers from all departments must be united.

This has been a difficult process so far, but the real fight is ahead! If we want to win, we must stick together as a union. If you are not in your union, it makes us weaker, and the company stronger.

Please complete the attached form if you are not already a union member and update your details if you are already a proud member.

JOIN FORM



- I'm already a member - please update my details
- I'm not a member yet - please sign me up!

First Name	Surname	Gender <input type="radio"/> M <input type="radio"/> F <input type="radio"/> Other
Preferred name	Phone	Date of birth
Email	Street Address	
Suburb	Post code	State/territory

Employer Crown Melbourne	Payroll ID
Worksite Crown Casino Melbourne	<input type="radio"/> Full time <input type="radio"/> Part time <input type="radio"/> Casual
Department	
<input type="radio"/> Table Games <input type="radio"/> Gaming Machines <input type="radio"/> Food & Beverage <input type="radio"/> Hotel Services <input type="radio"/> Security <input type="radio"/> Cleaning	
<input type="radio"/> Other: _____	

OPTIONAL		
<input type="radio"/> Aboriginal <input type="radio"/> Torres Strait Islander	Country of birth	Languages

SIGN	DATE: _____
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I wish to make payments Weekly Fortnightly Other: _____ Date to begin payments: ____ / ____ / ____

I apply for membership of the United Workers Union and declare the information provided is true and correct. I agree that if admitted as a member, I will abide by the Rules of the Union. I authorise my employer to give my bank, contact and employment details to the United Workers Union and for the Union (APCA User ID Number 604133) to arrange for funds to be debited from the account at the financial institution provided by my employer. This authorisation includes where changes to that account/institution occur, and is in force until I give further notice in writing. I acknowledge that I have been informed of my fee amount and that the Union's fees may be revised from time to time. This authority shall stand until I notify the Union in writing of its cancellation. This payment request is subject to the terms and conditions set out in the Union Membership Agreement.

THE SMALL PRINT - *The Union's Membership Agreement and Privacy Policy are available at: unitedworkers.org.au/notices. The Union is bound by the Privacy Act 1988 and the information on this form is used in accordance with our Privacy Policy. Eligible members in NSW, WA, Tas & Qld will by this application also become members of respectively United Voice, New South Wales Branch, United Voice WA, United Voice, Tasmanian Branch or United Voice, Industrial Union of Employees, Queensland.

OFFICE USE Organiser	Delegate/member
Worksite	Fee notes