

Dated 15/2/2024

Jobs Guarantee Agreement

Between

The Star Entertainment Group Limited

ACN 149 629 023

The Star Pty Limited

ACN 060 510 410

The Honourable Daniel Mookhey MLC, the Treasurer, pursuant to section 157 of the *Casino Control Act 1992* (NSW) on behalf of the State of New South Wales

United Workers Union

ABN 52 728 088 684

Agreement dated

15 February 2024

Between

THE STAR ENTERTAINMENT GROUP LIMITED ACN 149 629 023 (**The Star**)

of 80 Pyrmont Road, Pyrmont NSW 2067

THE STAR PTY LIMITED ACN 060 510 410 (**Licensee**)

of Level 3, 159 William Street, Brisbane Qld 4000

**THE HONOURABLE DANIEL MOOKHEY MLC, THE TREASURER,
PURSUANT TO SECTION 157 OF THE CASINO CONTROL ACT 1992
(NSW) ON BEHALF OF THE STATE OF NEW SOUTH WALES**

(**Treasurer**)

of 52 Martin Place, Sydney NSW 2000

UNITED WORKERS UNION ABN 52 728 088 684 (**Union**)

of 833 Bourke Street, Docklands Vic 3008

Background

- A The Star owns The Star Sydney.
- B The Union represents some of the Employees.
- C Each of The Star and the Licensee give the covenants in this Agreement in consideration of the Treasurer agreeing to enter into the DRGLA Amending Deed and acknowledge that the Treasurer has relied on this consideration when it entered into the DGRLA Amending Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Act means the *Casino Control Act 1992* (NSW).

Active Recruitment means, in respect of a role, that the role is recorded as an 'approved vacancy' in the recruitment system used by The Star and/or the Licensee, for a continuous period of up to 12 months.

Adjusted Minimum Headcount means, in respect of each Category, the sum of:

- (1) the Minimum Headcount prior to any Adjustment in the relevant Quarter multiplied by the days in that Quarter to which that unadjusted Minimum Headcount applies; and
- (2) the Minimum Headcount following any Adjustment in the relevant Quarter multiplied by the days in that Quarter to which that adjusted Minimum Headcount applies,

divided by the total number of days in the relevant Quarter.

Adjusted Ratio means, in respect of each Employment Basis, the sum of:

- (1) the Ratio prior to any Adjustment in the relevant Quarter multiplied by the days in that Quarter to which that unadjusted Ratio applies; and
- (2) the Ratio following any Adjustment in the relevant Quarter multiplied by the days in that Quarter to which that adjusted Ratio applies,

divided by the total number of days in the relevant Quarter.

Adjustment means an adjustment to the Minimum Headcount or Ratios, as applicable, made in accordance with clauses 2.3, 2.4, 2.5, 5 or 6 of this Agreement.

Agreement means this document.

Amended and Restated DRGLA means the DRGLA as amended and restated by the DRGLA Amending Deed.

Average Headcount means, in respect of each Category, the sum of the Daily Headcount during the relevant Quarter divided by the number of days in the relevant Quarter.

Average Ratio means, in respect of each Employment Basis, the sum of the Daily Ratios during the relevant Quarter divided by the number of days in that Quarter.

Business Day means:

- (1) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (2) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney.

Carded Play has the meaning given to that term in the Cashless Gaming Trial Deed Poll.

Cashless Gaming has the meaning given to that term in the Cashless Gaming Trial Deed Poll.

Cashless Gaming Trial means the trial of Cashless Gaming and Carded Play at The Star Sydney.

Cashless Gaming Trial Deed Poll means the deed poll made by The Star and the Licensee in favour of the Treasurer dated on or about the date of this Agreement in respect of the Cashless Gaming Trial.

Category means any one of Category 1, Category 2 or Category 3.

Category 1 means Employees who are employed under the Enterprise Agreement at The Star Sydney.

Category 2 means Employees who are not employed under the Enterprise Agreement but are working at and are salaried staff at The Star Sydney.

Category 3 means Employees who are Sydney-based corporate staff employed by a member of The Star Group (other than the Licensee) and provide services to the Licensee under an Echo O & M Agreement (notwithstanding that they may have group-wide duties also involving the casinos operated by The Star Group in Brisbane and the Gold Coast).

Controller means a controller as defined in section 9 of the Corporations Act.

Corporations Act means *Corporations Act 2001* (Cth).

Daily Headcount means, in respect of each Category, the sum of:

- (1) the headcount of Employees falling under that Category; and
- (2) the count of roles under Active Recruitment under that Category,

on any particular day, and for the purpose of determining the headcount of Category 1 Employees under an Employment Basis, a Multi-Hire Employee shall count separately for each of their roles.

Daily Ratio means, in respect of each Employment Basis:

- (1) the headcount of Category 1 Employees falling under that Employment Basis;
- (2) divided by the headcount of all Category 1 Employees,

on any particular day (expressed, for the avoidance of doubt, as a percentage), and for the purpose of determining the headcount of Category 1 Employees under an Employment Basis, a Multi-Hire Employee shall count separately for each of their roles.

DRGLA means the Duty and Responsible Gambling Levy Agreement dated 29 May 2020 under Part 8 of the Act between the Licensee and the Treasurer.

DRGLA Amending Deed means the deed of amendment and restatement dated 20 November 2023 entered into between the Licensee and the Treasurer under Part 8 of the Act to amend the existing DRGLA.

Echo O & M Agreement has the meaning given in the Echo Deed (NSW) between the NICC and The Star Entertainment Group Ltd dated 20 May 2011.

Electronic Table Game Device means a device that:

- (1) is designed for the playing of a partly or fully electronic version of a game ordinarily played at a table;
- (2) is able to be played by more than one player at the one time; and
- (3) is equipped with more than one player terminal.

Employees means the personnel employed by the Licensee or by another member of The Star Group and who provide services to the Licensee pursuant to an Echo O & M Agreement.

Employment Basis means the basis on which each of the Employees within Category 1 is employed for the purpose of the Ratios – being, in respect of each Employee, only one of the following:

- (1) full-time basis;
- (2) part-time basis; or
- (3) casual basis.

Enterprise Agreement means The Star Sydney Enterprise Agreement 2021 between the Licensee and the Union approved by the Fair Work Commission on 9 November 2021.

Expert means a suitably qualified expert in Australia who is independent of any entity in The Star Group, the Treasurer and the NICC and who has experience of the gaming industry.

FM Negotiation End Date has the meaning given to that term in clause 5.3.

FM Notice has the meaning given to that term in clause 5.1(2).

FM Period has the meaning given to that term in clause 5.1(4)(c).

Force Majeure Event has the meaning given to that term in clause 5.6.

Gaming means the conduct of gaming in accordance with the Licence.

Gaming Revenue means the total of all sums wagered in any period in the conduct of gaming at The Star Sydney less all sums paid as prizes in the same period in respect of such conduct of gaming at The Star Sydney, but excluding all sums received and paid in respect of Keno and TAB Operations.

Government Agency means:

- (1) a government or government department or other body;
- (2) a governmental, semi-governmental or judicial person including a statutory corporation, or
- (3) a person (whether autonomous or not) who is charged with the administration of a law.

Insolvency Event means, for any person that is a body corporate, the happening of one or more of the following events:

- (1) an order is made that it be wound up or that a Controller be appointed to it or any of its assets;
- (2) a resolution that it be wound up is passed;
- (3) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertaking;
- (4) an administrator is appointed to it or a resolution that an administrator be appointed to it is passed;
- (5) a moratorium, deed of company arrangement or other compromise involving all or a class of its creditors is effected;
- (6) it is insolvent within the meaning of section 95A of the Corporations Act, as disclosed in its accounts or otherwise, it states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law;
- (7) it suspends payment of all or a class of its debts or ceases to conduct all or a substantial part of its business; or
- (8) anything having a substantially similar effect to any of the events specified in paragraphs (a) to (g) inclusive happens to it under the law of any jurisdiction, unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by either the Treasurer or the NICC.

[REDACTED] whom The Star engages as an independent contractor [REDACTED] at the date of this Agreement.

Jobs Guarantee means the undertakings given in clause 2.2(1).

Keno means a game of keno contemplated under the *Public Lotteries Act 1996* (NSW).

Licence means the casino licence granted by the NICC to the Licensee under the Act on 14 December 1994, as amended on 5 June 2009 and thereafter from time to time (including, for the avoidance of doubt, during any period that casino licence is suspended) and the casino licence considered to be held by the Manager under section 28(5) of the Act from time to time.

MAC Negotiation End Date has the meaning given to that term in clause 6.3.

MAC Notice has the meaning given to that term in clause 6.1(2).

MAC Period has the meaning given to that term in clause 6.1(4)(b).

Manager means Mr Nicholas Weeks, or such other person appointed by the NICC under section 28 of the Act to manage The Star Sydney from time to time.

Material Adverse Change Event has the meaning given to that term in clause 6.6.

Minimum Headcount means a total of 3,192 Employees comprising:

- (1) 2,130 Employees in respect of Category 1;
- (2) 662 Employees in respect of Category 2; and
- (3) 400 Employees in respect of Category 3,

as amended under clauses 2.3, 2.4, 2.5, 5 or 6 from time to time.

Multi-Hire Employee means a Category 1 Employee that has been engaged on a multi-hire basis in accordance with section 6.10 of the Enterprise Agreement.

NICC means the New South Wales Independent Casino Commission established under section 133 of the Act.

Notice means a notice or other notification given under this Agreement.

Penalty has the meaning given to that term in clause 4.1.

Poker Machine means a device that is designed:

- (1) for the playing of a game of chance or a game that is partly a game of chance and partly a game requiring skill; and
- (2) for the paying out of money or tokens or for registering a right to an amount of money or money's worth to be paid,

but is not an Electronic Table Game Device.

Poker Machine Revenue means Gaming Revenue from the conduct of gaming on Poker Machines that is not Rebate Gaming Revenue.

Quarter means a period of three consecutive calendar months commencing 1 January and ending 31 March, commencing 1 April and ending 30 June, commencing 1 July and ending 30 September or commencing 1 October and ending 31 December.

Ratios means the following ratios:

- (1) a minimum of 40% of all Employees in Category 1 are to be engaged on a full-time basis;
- (2) a minimum of 37% of all Employees in Category 1 are to be engaged on a part-time basis; and
- (3) a maximum of 18% of all Employees in Category 1 are to be engaged on a casual basis,

as amended under clauses 2.4, 2.5, 5, or 6 from time to time.

Rebate Gaming means Gaming by Rebate Players in connection with:

- (1) a premium player arrangement; or
- (2) a junket as defined in the Act.

Rebate Gaming Revenue means Gaming Revenue from Rebate Gaming.

Rebate Player means a person not normally a resident of New South Wales who:

- (1) participates in Gaming either individually or as a participant in a junket, in accordance with the relevant provisions of a system of internal controls and administrative and accounting procedures (as approved in writing by the NICC from time to time in accordance with section 124 of the Act) applicable to that person; and
- (2) lodges the requisite front money.

Regulatory Action means:

- (1) the recommendation to make, or the making of, regulations under:
 - (a) the Act;
 - (b) the *Gaming and Liquor Administration Act 2007* (NSW); or
 - (c) another act that provides for or deals with the operation or regulation of casinos,

that has a direct and material adverse impact on the number of Employees required for the operation of The Star Sydney;

- (2) the exercise of statutory functions that are directed to reducing
 - (a) the area available for Gaming;
 - (b) the number of Table Games, Poker Machines or Electronic Table Game Devices available for Gaming; or
 - (c) the hours of operation of The Star Sydney; and

(3) the cancellation of the Licence under section 23 of the Act,

but excludes, for the avoidance of doubt, any exercise of any other statutory functions by the NICC or any exercise of any function by the Manager.

Related Body Corporate has the meaning given to that term in section 9 of the Corporations Act and **Related Bodies Corporate** has a corresponding meaning.

Report has the meaning given to that term in clause 2.8(1).

Secretary means the Secretary of the Department of Enterprise, Investment and Trade.

State means the Crown in right of the State of New South Wales and each of its agencies and emanations.

Table Game means a table game of a kind customarily permitted in casinos, but does not include a game played on a Poker Machine or Electronic Table Game Device.

TAB Operations means the conduct of totalizators as contemplated under the *Totalizator Act 1997* (NSW).

Term means the period from 1 July 2023 to 30 June 2030 or as otherwise agreed by The Star, the Licensee and the Treasurer in writing.

The Star Group means the Licensee, The Star and any other Related Bodies Corporate of The Star.

The Star Sydney means the casino operated by the Licensee at the premises defined as a casino from time to time under section 19 of the Act at 80 Pyrmont Road, Pyrmont NSW 2067.

1.2 Interpretation

(1) The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this Agreement) or agreement, or a provision of a document (including this Agreement) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this Agreement or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

- (v) time is to Sydney time;
- (vi) anything (including a right, obligation or concept) includes each part of it;
- (vii) **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets;
- (viii) **dollars** or **\$** is to an amount in Australian currency;
- (ix) the word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing; and
- (x) **this document** or **this Agreement** includes the agreement, arrangement, understanding or transaction recorded in this Agreement.

(2) The following general principles apply:

- (a) A singular word includes the plural, and vice versa.
- (b) A word which suggests one gender includes the other genders.
- (c) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (d) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (e) This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.
- (f) This Agreement binds each person in The Star Group separately and any two or more of them jointly.
- (g) When performing any calculation as to the Ratios, Adjusted Ratios, Average Headcount, Adjusted Minimum Headcount, Minimum Headcount or difference between the Average Headcount and the Minimum Headcount or Adjusted Minimum Headcount (as applicable) in accordance with the terms of this Agreement, any resulting fraction shall be rounded down to the nearest whole number.

(3) Worked examples are provided at Annexure B as a guide to assist with calculating adjustments to, and determining compliance with, the Jobs Guarantee and the form of the Reports.

2 Jobs Guarantee

2.1 Number of Employees

The Star and the Licensee warrant that Schedule 1 reflects the number of Employees at 21 July 2023. Within 15 business days after the date of this Agreement, The Star and the Licensee must provide to the Treasurer and the Union:

- (1) a detailed count of the Employees as at 12 February 2024 in substantially the form of Schedule 2; and
- (2) a statutory declaration from the Chief People Officer of The Star confirming that the information provided in that detailed count is true and correct.

2.2 Guarantee

- (1) For the duration of the Term:
 - (a) the Licensee must:
 - (i) in respect of Employees in Category 1, maintain the Minimum Headcount and the Ratios; and
 - (ii) in respect of Employees in Category 2, maintain the Minimum Headcount; and
 - (b) The Star must (in respect of Employees in Category 3) procure that each Related Body Corporate of The Star which employs or engages any of the Employees maintains the Minimum Headcount.
- (2) The Star guarantees in favour of the Treasurer that the Licensee and any other Related Body Corporate of The Star which employs or engages any of the Employees will comply with its obligations under this Agreement.
- (3) Subject to clauses 2.7, 5.2 and 6.2, performance of each party's obligations under clause 2.2(1) each Quarter shall be measured by reference to the difference (if any) between:
 - (a) the Average Headcount and the Minimum Headcount for that Quarter; and
 - (b) the Average Ratios and the Ratios for that Quarter.

2.3 Permitted adjustments to Minimum Headcount

- (1) The Licensee and The Star (respectively) may reduce the Minimum Headcount of Employees in Category 2 or Category 3, provided that:
 - (a) the Ratios continue to be maintained in accordance with clause 2.2(1); and
 - (b) the
 - (i) Minimum Headcount of Employees in Category 1 is increased by the corresponding sum; and
 - (ii) total Minimum Headcount remains unchanged,as a result of such change.
- (2) The Licensee (in respect of Category 1 and Category 2) and The Star (in respect of Category 3) may reduce the Minimum Headcount of Employees in Category 1, Category 2 or Category 3 after prior consultation with the Union (in respect of Category 1 or Category 2 only) and provided that:
 - (a) the Ratios continue to be maintained in accordance with clause 2.2(1); and

- (b) any such modifications are made solely to the extent that they reflect the impact of:
 - (i) a reduction in Employees that directly results from automation of processes implemented in the course of The Star's remediation; or
 - (ii) a reduction in Employees (e.g. cage operations) that directly results from legislation implemented in respect of Cashless Gaming or Carded Play at The Star Sydney, in the six months following the date on which Cashless Gaming or Carded Play is required to be fully implemented in accordance with that legislation.
- (3) For the purposes of clause 2.3(2), prior consultation with the Union shall consist of, at a minimum, the following:
 - (a) the Licensee shall notify the Union in writing of its intention to reduce the Minimum Headcount in Category 1 or 2 and the date on which such change is proposed to take effect (being a date not less than 15 days from the date of the notice);
 - (b) the Union shall have 14 days from the date of the Licensee's notice under subclause (a) in which the Union may provide the Licensee with a written response;
 - (c) the Licensee must consider any response received from the Union under subclause (b) before making a decision to reduce the Minimum Headcount of Employees in Category 1 or Category 2.
- (4) Nothing in this clause prevents the Licensee and the Union agreeing to alternative consultation processes, including additional written notices or meetings of representatives.

2.4 Insourcing and Outsourcing

- (1) If the Licensee determines, for operational reasons, to insource the work performed by ██████ (or other third party contractors performing frontline services similar to the work performed by ██████) in respect of The Star Sydney, the Licensee must enter into good faith discussions with the Union to agree an Adjustment to the Minimum Headcount of Employees in Category 1 so that it records the actual increase in Employees engaged by the Licensee as a result of that insourcing and the date on which such Adjustment is to take effect.
- (2) The Star and the Licensee must not, and The Star must procure that each other Related Body Corporate of The Star does not, during the Term, outsource or contract out any of the work performed by Employees in Category 1 to another person by terminating the employment of any of the Employees in Category 1 and engaging a third party to perform the same or substantially similar work under alternative contractual arrangements.
- (3) Notwithstanding clause 2.4(2), the Licensee may outsource or contract out work performed by Employees in Category 1 by terminating the employment of such Employees and engaging a third party to perform the same or substantially similar work as those Employees (**Permitted Outsourcing**), where:
 - (a) the Licensee had, on or after the date of this Agreement, that work performed by a third party contractor and subsequently terminated that

arrangement and insourced the relevant work in accordance with clause 2.4(1) (**Prior Insourcing**);

- (b) the Employees in Category 1 to have their employment terminated in the Permitted Outsourcing commenced employment as part of or subsequent to the Prior Insourcing; and
 - (c) the termination of employment of the Employees in Category 1 in the Permitted Outsourcing does not reduce the total number of Employees in Category 1 to fewer than the number of Employees in Category 1 prior to the Prior Insourcing (as adjusted for any Adjustments made pursuant to this Agreement, other than Adjustments made in respect of the Prior Insourcing pursuant to clause 2.4(1)).
- (4) In the event of a Permitted Outsourcing under clause 2.4(3), the Licensee must enter into good faith discussions with the Union to agree an Adjustment to the Minimum Headcount of Employees in Category 1 so that it records the actual decrease in Employees engaged by the Licensee as a result of the Permitted Outsourcing and the date on which such Adjustment is to take effect.

2.5 Expert resolution

- (1) In the event that the Licensee and the Union are unable to agree the Adjustment referred to in clauses 2.4(1) or 2.4(4) within a reasonable period despite good faith discussions, then the matter must be referred to an Expert to be finally resolved as follows:
- (a) The identity of the Expert will be mutually agreed or if agreement cannot be reached as to the identity of the Expert within a reasonable period the parties will request that the Chair of the New South Wales Chapter of the Resolution Institute ABN 69 008 651 232 (or their nominee) nominate an Expert to determine the appropriate adjustment to the Minimum Headcount or the Ratios in that particular case.
 - (b) The dispute must be referred to the Expert by written submission which must include details of the dispute and the relevant provisions of this Agreement.
 - (c) The Expert will be instructed to reach their determination no later than 21 days after their appointment (or such later date as is agreed by the parties in writing).
 - (d) The Licensee and the Union must promptly supply the Expert with any information, assistance and cooperation requested in writing by the Expert in connection with their determination. All correspondence between the Expert and a party must be copied to the other parties.
 - (e) The Expert must act as an expert and not as an arbitrator and their written determination will be final and binding on the parties in the absence of manifest error.
 - (f) The costs of the Expert will be borne by the Licensee and the Union in equal proportions.
- (2) For the avoidance of doubt, any Adjustment agreed between the Licensee and the Union, or determined by the Expert under this clause 2.5 will be effective (and this Agreement deemed to be amended accordingly) on such date as is agreed between the Licensee and the Union or, if the Licensee and the Union are unable

to agree, on such date as is determined by the Expert without the need for any further consent from the Treasurer.

2.6 Supervening act of the Manager

Where the Manager:

- (1) in the exercise of their powers under the terms of their appointment; and
- (2) with or without any consent or involvement of the Licensee or The Star,

directs the termination of the employment of an Employee in Category 1 or Category 2, then:

- (3) as soon as possible and, in any event, within five days of the date on which such decision is made, The Star and the Licensee must notify the Treasurer and the Union in writing of such termination and its effect, if any, on the Minimum Headcount and/or the Ratios;
- (4) the Minimum Headcount in respect of the relevant Category of Employees will be reduced by one Employee for each termination, with effect from the later of the date on which notice was provided under subclause (3) above and date on which the termination of employment of the relevant Employee takes effect; and
- (5) if, and only if, such termination would directly cause one or more of the Ratios to be breached, such Ratio(s) will be adjusted by the minimum extent possible (by whole percentages) to remedy such breach, with effect from the later of the date on which notice was provided under subclause (3) above and date on which the termination of employment of the relevant Employee takes effect.

2.7 Impact of Adjustments

- (1) Where, in any given Quarter, an Adjustment is made under clause 2.3, 2.4 or 2.5 to:
 - (a) the Minimum Headcount, the performance by The Star and the Licensee of their obligations under clause 2.2(1) in that Quarter is to be determined by reference to the difference (if any) between the Average Headcount for that Quarter and the Adjusted Minimum Headcount applicable for that Quarter; and
 - (b) the Ratios, the performance by The Star and the Licensee of their obligations under clause 2.2(1) in that Quarter is to be determined by reference to the difference (if any) between the Average Ratios and the Adjusted Ratios applicable for that Quarter.
- (2) Where, in any given Quarter, an Adjustment is made under clause 2.3, 2.4 or 2.5 to the Minimum Headcount or the Ratios, the Minimum Headcount and the Ratios will be amended accordingly for all subsequent Quarters (subject to any further Adjustments).

2.8 Compliance and reporting

- (1) The Star must provide a report in the form attached at Annexure A to the Union within 30 days of the last day of each Quarter (**Report**) in respect of that Quarter.
- (2) Each Report must:

- (a) record the number of days within the relevant Quarter;
 - (b) record the Minimum Headcount applicable for each Category on the first day of the relevant Quarter;
 - (c) record the Daily Headcount applicable for each Category on the first day of the relevant Quarter;
 - (d) record the Ratios applicable for each Employment Basis on the first date of the relevant Quarter;
 - (e) detail any Adjustment(s) made to the Minimum Headcount by written notice under clauses 2.3 or 2.4 and the date(s) such Adjustment(s) took effect;
 - (f) detail any Adjustment(s) made to the Minimum Headcount and/or the Ratios in accordance with clause 2.6 and the date(s) such Adjustment(s) took effect;
 - (g) detail any Force Majeure Event or Material Adverse Change Event of which written notice has been provided and any agreement or determination reached in respect of the same (including any Adjustments agreed or determined to be made to the Minimum Headcount or Ratios and the period to which such Adjustments apply);
 - (h) record the Adjusted Minimum Headcount (if applicable) and period to which it applies for the relevant Quarter (as a whole number);
 - (i) record the Adjusted Ratio (if applicable) and period to which it applies for the relevant Quarter;
 - (j) record the Average Headcount for each Category in the relevant Quarter (as a whole number);
 - (k) record the difference (as a whole number) between the Average Headcount and the Minimum Headcount or Adjusted Minimum Headcount (as applicable) for each Category in the relevant Quarter;
 - (l) record the Average Ratio for each Employment Basis in the relevant Quarter (as a whole number);
 - (m) record the difference between the Average Ratio and the Ratio or Adjusted Ratio (as applicable) for each Employment Basis in the relevant Quarter; and
 - (n) include a statutory declaration from the Chief People Officer of The Star confirming that the information provided in the Report is true and correct.
- (3) The Star and the Union must meet within 21 days of receipt by the Union of each Report to discuss The Star Group's compliance with the Jobs Guarantee.
- (4) The Union must, within 14 days of each meeting referred to in subclause (3) above, provide a report to the Treasurer summarising:
- (a) the contents of the issued Report;
 - (b) the matters discussed at, and outcome of, the relevant meeting; and

(c) any instances of non-compliance in respect of the Jobs Guarantee disclosed therein.

(5) The Star and the Licensee must, upon no less than five days prior notice by the Treasurer at any time, permit and provide the Treasurer (or any person authorised in writing by the Treasurer) with reasonable supervised access to The Star Group's books, records and premises at The Star Sydney during normal business hours (or at such other times agreed between the parties) to audit, inspect and verify the contents of any Report and any working papers or source data upon which the Report is based, together with The Star and the Licensee's respective compliance with the Jobs Guarantee.

2.9 The obligations on The Star and the Licensee in clauses 2.2, 2.4 and 2.8 are subject to the Licence remaining valid and in effect during the term of this Agreement, subject to the Act. To avoid doubt, the Licence ceases to be valid and in effect if it is cancelled or surrendered under the Act.

3 Consideration and reliance

3.1 The Star, the Licensee and the Union acknowledge that the undertakings in this Agreement are given in favour of the Treasurer and in consideration of the Treasurer agreeing to enter into the DRGLA Amending Deed and to grant rights to the Union under clauses 2.3(2), 2.4 and 2.8.

3.2 The Star and the Licensee acknowledge that if the Treasurer agrees to enter into the DRGLA Amending Deed the Treasurer does so in reliance on the covenants given by The Star, on its own behalf and on behalf of each of the members of The Star Group (other than the Licensee) and the Licensee under this Agreement.

4 Penalties

4.1 Subject to clause 4.2, the Treasurer may, at any time, determine that a penalty is payable in respect of a concluded Quarter under section 157 of the Act as follows:

- (1) if the Average Headcount for the relevant Quarter is less than the Minimum Headcount or Adjusted Minimum Headcount (as applicable) for that Quarter, the Star Group must pay to the Secretary under section 157 of the Act an amount equal to \$25,000 per head for each head of difference between the Average Headcount and Minimum Headcount or Adjusted Minimum Headcount (as applicable) for that Quarter; and
- (2) if the Average Ratios are less (in the case of the full-time basis and part-time basis Employment Basis) or greater (in the case of the casual basis Employment Basis) than the Ratios or Adjusted Ratios for such Employment Basis for that Quarter for any reason, the Star Group must pay to the Secretary under section 157 of the Act the amount of \$1 million for that Quarter,

(each a **Penalty**).

4.2 If notice of:

- (1) a Force Majeure Event has been given in compliance with clause 5.1(2); or
- (2) a Material Adverse Change Event has been given in compliance with clause 6.1(2),

no Penalty may be determined or imposed until:

- (3) in the case of a Force Majeure Event, agreement has been reached or a determination has been made regarding such Force Majeure Event in accordance with clause 5.1(4) or 5.3 (as applicable); and
 - (4) in the case of a Material Adverse Change Event, agreement has been reached or a determination has been made regarding such Material Adverse Change Event in accordance with clause 6.1(4) (as applicable) or a determination has been made under clause 6.3.
- 4.3 For the avoidance of doubt, the Treasurer may not determine or impose a Penalty in respect of a particular Quarter if agreement has been reached or a determination has been made under clause 5.1(4), 5.3, 6.1(4) or 6.3 (as applicable) that there was no breach of the Jobs Guarantee in that Quarter.
- 4.4 If the Treasurer determines that a Penalty is payable, the Treasurer may give a Notice to the Licensee and The Star identifying the total sum of the Penalty or Penalties payable and require payment to be made within 30 days of the date of such Notice.
- 4.5 A Notice given by the Treasurer under clause 4.4 is conclusive and binding and cannot be challenged.

5 Force majeure

- 5.1 If:
- (1) in the reasonable opinion of The Star or the Licensee, a Force Majeure Event will trigger or has triggered a breach of this Agreement by The Star or the Licensee (other than breach of an obligation to pay money, including a Penalty); and
 - (2) as soon as possible and, in any event, within five days after the Force Majeure Event occurs, The Star or the Licensee (as applicable) provides a notice (**FM Notice**) to the Treasurer (or a person authorised in writing by the Treasurer) and the Union of full particulars of:
 - (a) the Force Majeure Event;
 - (b) the effect of the Force Majeure Event on performance of the obligations in relation to the Jobs Guarantee; and
 - (c) the action (if any) The Star and/or the Licensee intends to take to mitigate or remove the effect and delay; and
 - (3) The Star or the Licensee (as applicable) promptly and diligently takes reasonable steps to mitigate or remove the Force Majeure Event and its effect,
- then:
- (4) the Treasurer (or a person authorised in writing by the Treasurer) and The Star (on behalf of the Star Group) must, within 14 days of receipt of the FM Notice by the Treasurer (or a person authorised in writing by the Treasurer), commence negotiations in good faith to agree (with due regard to any submissions received from the Union):
 - (a) whether a Force Majeure Event has occurred;
 - (b) the time period which the relevant Force Majeure Event applies to (**FM Period**); and

- (c) the appropriate adjustment to the Minimum Headcount or the Ratios arising from the relevant Force Majeure Event, for the agreed period.

5.2 In the event the Treasurer and The Star agree under clause 5.1(4):

- (1) The Star and the Licensee's obligations under clause 2.2(1) will be waived for the duration of the agreed FM Period (but not, for the avoidance of doubt, the balance of the relevant Quarter(s)); and
- (2) all calculations in respect of compliance with the Jobs Guarantee will be made by reference to those specific days in the Quarter(s) which fall outside of the agreed FM Period.

5.3 If the Treasurer and The Star:

- (1) do not commence negotiations within the requisite timeframe under clause 5.1(4); or
- (2) cannot reach agreement within 21 days from the date on which negotiations under clause 5.1(4) commence,

(in each case **FM Negotiation End Date**), then the matter must be referred to an Expert to be finally resolved as follows:

- (3) The identity of the Expert will be mutually agreed or if agreement cannot be reached as to the identity of the Expert within 14 days of the FM Negotiation End Date, the Treasurer will request that the Chair of the New South Wales Chapter of the Resolution Institute ABN 69 008 651 232 (or their nominee) nominate an Expert to determine the appropriate adjustment to the Minimum Headcount or the Ratios in that particular case.
- (4) The dispute must be referred to the Expert by written submission which must include the FM Notice and the relevant provisions of this Agreement.
- (5) The Expert will be instructed to reach their determination no later than 21 days after their appointment (or such later date as is agreed by the parties in writing).
- (6) The Star and the Treasurer must promptly supply the Expert with any information, assistance and cooperation requested in writing by the Expert in connection with their determination. All correspondence between the Expert and a party must be copied to the other parties.
- (7) The Expert must act as an expert and not as an arbitrator and their written determination will be final and binding on the parties in the absence of manifest error.
- (8) The costs of the Expert will be borne by The Star and the Treasurer in equal proportions.

5.4 The Star or the Licensee (as applicable) may withdraw the FM Notice at any time prior to the conclusion of negotiations between the parties or determination of the matter by the Expert.

5.5 The parties acknowledge that a Report may be produced in respect of a Quarter to which negotiations have not concluded or a determination has not yet been made in respect of a notified Force Majeure Event. In such instances, all calculations for the purposes of that Report will be made as though the notified Force Majeure Event did not occur. In the event that the parties subsequently agree or a determination is made to the contrary, the Report will be adjusted to reflect such agreement or determination and reissued within 14 days of

the last day of the Quarter such agreement or determination is made in (alongside the Report ordinarily due in respect of that Quarter).

5.6 For the purposes of this clause 5, **Force Majeure Event** means each of the following events:

- (1) an act of God;
- (2) war, terrorism, riot, insurrection, vandalism or sabotage; or
- (3) any other event agreed in writing by The Star, the Licensee and the Treasurer to constitute a Force Majeure Event,

which:

- (4) is or was reasonably unforeseeable by The Star Group;
- (5) is beyond the control of The Star Group; and
- (6) occurs without the fault or negligence of The Star Group.

6 Material adverse change

6.1 If:

- (1) in the reasonable opinion of The Star Group, a Material Adverse Change Event will trigger or has triggered a breach of this Agreement by The Star or the Licensee (other than breach of an obligation to pay money, including a Penalty); and
- (2) as soon as possible and, in any event, within five days after the Material Adverse Change Event occurs, provides a notice (**MAC Notice**) to the Treasurer (or a person authorised in writing by the Treasurer) and the Union of full particulars of:
 - (a) the Material Adverse Change Event;
 - (b) the effect of the Material Adverse Change Event on performance of the obligations in relation to the Jobs Guarantee; and
 - (c) the action (if any) The Star and/or the Licensee intends to take to mitigate or remove the effect and delay; and
- (3) The Star or the Licensee (as applicable) promptly and diligently takes reasonable steps to mitigate or remove the Material Adverse Change Event and its effect,

then:

- (4) the Treasurer (or a person authorised in writing by the Treasurer) and The Star (on behalf of The Star Group) must, within 14 days of receipt of the MAC Notice, commence negotiations in good faith to agree (with due regard to any submissions received from the Union):
 - (a) whether a Material Adverse Change Event has occurred;
 - (b) the time period which the relevant Material Adverse Change Event applies to (**MAC Period**); and
 - (c) the appropriate adjustment to the Minimum Headcount or the Ratios arising from the relevant Material Adverse Change Event, for the agreed period.

- 6.2 In the event the Treasurer and The Star agree under clause 6.1(4) then:
- (1) the performance by The Star and the Licensee of their obligations under clause 2.2(1) is to be determined by reference to the difference (if any) between the Average Headcount for that Quarter and the Adjusted Minimum Headcount applicable for that Quarter; and
 - (2) the performance by The Star and the Licensee of their obligations under clause 2.2(1) is to be determined by reference to the difference (if any) between the Average Ratios and the Adjusted Ratios applicable for that Quarter.
- 6.3 If the Treasurer and The Star:
- (1) do not commence negotiations within the requisite timeframe under clause 6.1(4); or
 - (2) cannot reach agreement within 21 days from the date on which negotiations under clause 6.1(4) commence,
- (in each case **MAC Negotiation End Date**), then the matter must be referred to an Expert to be finally resolved as follows:
- (3) The identity of the Expert will be mutually agreed or if agreement cannot be reached as to the identity of the Expert within 14 days of the MAC Negotiation End Date, the Treasurer will request that the Chair of the New South Wales Chapter of the Resolution Institute ABN 69 008 651 232 (or their nominee) nominate an Expert to determine the appropriate adjustment to the Minimum Headcount or the Ratios in that particular case.
 - (4) The dispute must be referred to the Expert by written submission which must include the MAC Notice and the relevant provisions of this Agreement.
 - (5) The Expert will be instructed to reach their determination no later than 21 days after their appointment (or such later date as is agreed by the parties in writing).
 - (6) The Star and the Treasurer must promptly supply the Expert with any information, assistance and cooperation requested in writing by the Expert in connection with its determination. All correspondence between the Expert and a party must be copied to the other parties.
 - (7) The Expert must act as an expert and not as an arbitrator and their written determination will be final and binding on the parties in the absence of manifest error.
 - (8) The costs of the Expert will be borne by The Star and the Treasurer in equal proportions.
- 6.4 The Star or the Licensee (as applicable) may withdraw the MAC Notice at any time prior to the conclusion of negotiations between the parties or determination of the matter by the Expert.
- 6.5 The parties acknowledge that a Report may be produced in respect of a Quarter to which negotiations have not concluded or a determination has not yet been made in respect of a notified Material Adverse Change Event. In such instances, all calculations for the purposes of that Report will be made as though the notified Material Adverse Change Event did not occur. In the event that the parties subsequently agree or a determination is made to the contrary, the Report will be adjusted to reflect such agreement or determination and reissued within 14 days of the last day of the Quarter such agreement or determination is made in (alongside the Report ordinarily due in respect of that Quarter).

- 6.6 For the purposes of this clause 6, **Material Adverse Change Event** means each of the following events if it occurs after the date of this Agreement:
- (1) a NSW legislative change with respect to casino taxation or duty, which has a direct and material adverse impact on the Licensee or The Star;
 - (2) a NSW legislative change, other than any change to casino taxation or duty, that has a direct and material adverse impact on the number of Employees required for the operation of The Star Sydney;
 - (3) Regulatory Action;
 - (4) a governmental directive of general application that is a governmental response to a public emergency crisis, including a pandemic, epidemic or similar, which has a direct material adverse impact on The Star Group (including any shut-down or similar order (including for health or safety, as occurred during COVID-19));
 - (5) an Insolvency Event, including the appointment of administrators, receivers or liquidators to The Star, the Licensee or any other member of The Star Group;
 - (6) The Star Sydney experiencing a 10% or more decrease in Poker Machine Revenue in the six months following the final commencement date of legislation implemented in respect of Cashless Gaming or Carded Play at The Star Sydney (compared with the Poker Machine Revenue for the same six months in the prior year); or
 - (7) any other event agreed in writing by The Star, the Treasurer and the Union to constitute a Material Adverse Change Event.

6.7 For the avoidance of doubt, the parties agree that neither:

- (1) the ongoing suspension of the Licence, pursuant to the direction given by the NICC on 21 October 2022; nor
- (2) the ongoing appointment or reappointment of the Manager,

constitutes a Material Adverse Change Event.

7 Deed poll

This Agreement operates as a deed poll in favour of those persons and entities expressly referred to in this Agreement who are not party to this Agreement and it is intended to be, and is, directly and immediately enforceable by each of those persons.

8 Remedies not exclusive

No remedy or power to require payment of any Penalty conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise.

9 Warranties

- 9.1 The Star and Licensee each represent and warrant in favour and for the benefit of the Treasurer, in consideration of the Treasurer entering into the DRGLA Amending Deed, that:

- (1) the execution and delivery of this Agreement has been properly authorised (including by all necessary corporate action);
- (2) it has full power (including, in the case of the Licensee, full corporate power) and lawful authority to execute and deliver this Agreement and to perform or cause to be performed its obligations under this Agreement;
- (3) this Agreement constitutes a valid and legally binding obligation of the Licensee and The Star in accordance with its terms notwithstanding:
 - (a) any statute of limitations;
 - (b) any laws of bankruptcy, insolvency, liquidation, reorganisation or other laws affecting creditors' rights generally; and
 - (c) any defences of set-off or counter claim;
- (4) the execution by the Licensee and The Star of this Agreement and the performance of their obligations under this Agreement in accordance with its terms do not:
 - (a) conflict with their respective corporate constitutions;
 - (b) constitute a violation of or default under any agreement to which either is a party;
 - (c) except as provided in this Agreement, cause the creation of any encumbrance upon any property of the Licensee or The Star; or
 - (d) contravene any law; and
- (5) as at the date of this Agreement, no Insolvency Event has occurred in relation to either the Licensee or The Star or any Related Body Corporate.

10 General

10.1 Notices

- (1) A Notice has no legal effect unless it is in writing.
- (2) In addition to any other method of service provided by law, the Notice may be:
 - (a) sent by prepaid priority post to the address of the addressee set out in this Agreement or subsequently notified;
 - (b) sent by email to the email address of the addressee as notified from time to time; or
 - (c) delivered at the address of the addressee set out in this Agreement or subsequently notified.
- (3) If the Notice is sent or delivered in a manner provided by clause 10.1(2), it must be treated as given to and received by the party to which it is addressed:
 - (a) if sent by post, on the third Business Day (at the address to which it is posted) after posting;

- (b) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise at 9am on the next Business Day at the place of receipt (unless the party sending the email knew or reasonably ought to have suspected that the email and the attached communication were not delivered to the addressee's domain specified in the email address); or
- (c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise at 9am on the next Business Day at the place of delivery.

10.2 **Assignment**

- (1) Subject to clause 10.2(2), a party may only assign, encumber, declare a trust over or otherwise deal with its rights under this Agreement with the written consent of the other parties.
- (2) The Treasurer, without the consent of the Licensee, may assign or otherwise transfer its rights under this Agreement to a Government Agency administered in New South Wales or any other entity, body or authority wholly owned by the State, to which the Treasurer, assigns or otherwise transfers all of its rights under this Agreement in accordance with the terms of this Agreement.

10.3 **Waiver and exercise of rights**

- (1) A waiver by a party of a provision of or of a right under this Agreement is binding on the party granting the waiver only if it is given in writing and is signed by the party or an authorised officer of the party granting the waiver.
- (2) A single or partial exercise of a right by a party does not preclude another exercise of that right or the exercise of another right.
- (3) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

10.4 **Amendments**

Subject to amendments in accordance with the conditions this Agreement (for example, clauses 2.3, 2.4, 2.6, 5 and 6), this Agreement may be amended only by a document signed by all parties.

10.5 **Entire agreement**

This Agreement:

- (1) expresses and incorporates the entire agreement between the parties in relation to its subject-matter, and all the terms of this Agreement; and
- (2) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to its subject-matter or any term of this Agreement.

10.6 **Counterparts**

This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

10.7 Governing law

This Agreement is governed by the laws of New South Wales.

10.8 Jurisdiction

Each party irrevocably and unconditionally:

- (1) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
- (2) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

10.9 Severability

Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

Schedule 1 – Employees as at 21 July 2023

Category of Employees	Number of Employees as at 21 July 2023
Category 1	[REDACTED]
Category 2	[REDACTED]
Category 3	[REDACTED]
Total	3,462

Schedule 2 – Form of baseline Employee count

Category of Employees		Number of Employees	
Category 1			
Classification	The Star Sydney Level 1	[]	
	The Star Sydney Level 2	[]	
	The Star Sydney Level 3	[]	
	The Star Sydney Level 4	[]	
	The Star Sydney Level 5	[]	
	The Star Sydney Level 6	[]	
	The Star Sydney Level 7	[]	
	The Star Sydney Level 8	[]	
	Handyperson & Technician Level 1	[]	
	Handyperson & Technician Level 2	[]	
	Handyperson & Technician Level 3	[]	
	Handyperson & Technician Level 4	[]	
	Handyperson & Technician Level 5	[]	
	Handyperson & Technician Level 6	[]	
	Handyperson & Technician Level 7	[]	
	Handyperson & Technician Level 8	[]	
	Category 1 Subtotal		[]
	Multi-Hire Employees (included in Category 1 above)		[]
Roles under Active Recruitment (included in Category 1 above)		[]	
Category 2			
Classification	Level 1 (Group CEO MD and Group Leadership Team)	[]	
	Level 2 (General Management)	[]	
	Level 3 (Group Manager & Senior Leaders)	[]	

	Level 4 (Managers & Senior Advisors)	[]
	Level 5 (Supervisors / Team Leaders & Analysts)	[]
	Level 6 (Front Line Team Members)	[]
Category 2 Subtotal		[]
Roles under Active Recruitment (included in Category 2 above)		[]
Category 3		
Classification	Level 1 (Group CEO MD and Group Leadership Team)	[]
	Level 2 (General Management)	[]
	Level 3 (Group Manager & Senior Leaders)	[]
	Level 4 (Managers & Senior Advisors)	[]
	Level 5 (Supervisors / Team Leaders & Analysts)	[]
	Level 6 (Front Line Team Members)	[]
Category 3 Subtotal		[]
Roles under Active Recruitment (included in Category 3 above)		[]
Total		[]

Executed on the date specified on the first page.

EXECUTED in accordance
with *Corporations Act 2001*
(Cth) s 127(1) by **THE STAR
ENTERTAINMENT GROUP
LIMITED** ACN 149 629 023



Signature of director



Signature of director / ~~company~~
secretary

Robert Michael Sean Cooke

Name of director

DAVID FOSTER

Name of director / ~~company~~
secretary

EXECUTED in accordance
with *Corporations Act 2001*
(Cth) s 127(1) by **THE STAR
PTY LIMITED** ACN 060 510
410



Signature of director



Signature of director / ~~company~~
secretary

Robert Michael Sean Cooke

Name of director

DAVID FOSTER

Name of director / ~~company~~
secretary

EXECUTED by **THE
TREASURER FOR AND ON
BEHALF OF THE CROWN IN
RIGHT OF THE STATE OF
NEW SOUTH WALES** but not
so as to incur personal liability,
in the presence of:

Signature of witness

Name of witness

Address of witness

Signature of The Honourable
Daniel Mookhey MLC

Executed on the date specified on the first page.

EXECUTED in accordance
with *Corporations Act 2001*
(Cth) s 127(1) by **THE STAR
ENTERTAINMENT GROUP
LIMITED** ACN 149 629 023

Signature of director

Signature of director / company
secretary

Name of director

Name of director / company
secretary

EXECUTED in accordance
with *Corporations Act 2001*
(Cth) s 127(1) by **THE STAR
PTY LIMITED** ACN 060 510
410

Signature of director

Signature of director / company
secretary

Name of director

Name of director / company
secretary

EXECUTED by **THE
TREASURER FOR AND ON
BEHALF OF THE CROWN IN
RIGHT OF THE STATE OF
NEW SOUTH WALES** but not
so as to incur personal liability,
in the presence of:



Signature of witness



Signature of The Honourable
Daniel Mookhey MLC

Thomas Westbrooke-Boothwaite

Name of witness

Address of witness

EXECUTED for and on behalf
of the **UNITED WORKERS**
UNION ABN 52 728 088 684
by its authorised officer:



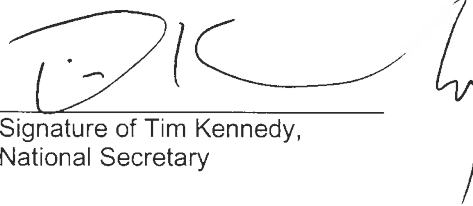
Signature of witness

SHARA WEYITEO

Name of witness

833 BOURKE ST DOCKLANDS VIC 3008

Address of witness



Signature of Tim Kennedy,
National Secretary

Annexure A – Form of Report

[To be produced on The Star's letterhead]

[date]¹

United Workers Union (Union)
ABN 52 728 088 684
833 Bourke Street
Docklands Vic 3008

Attention: [insert]

By email: [email address]

Jobs Guarantee Agreement – [date range] Report

We refer to the Jobs Guarantee Agreement between The Star Entertainment Group Limited (ACN 149 629 023), The Star Pty Ltd (ACN 060 510 410), The Treasurer for and on behalf of the Crown in right of the State of New South Wales and the Union, dated [date] (**Jobs Guarantee Agreement**).

Pursuant to clause 2.8 of the Jobs Guarantee Agreement, please find **attached** the Report for the period of [date range]. We confirm that [there has been no breach of the Jobs Guarantee][the Jobs Guarantee has been breached due to [detail]] during this reporting period.

All capitalised terms used in this Report have the meaning given to those terms in the Jobs Guarantee.

Please acknowledge receipt by return email to [e-mail address], with details of your availability for a meeting to discuss the contents of this Report [as soon as possible][by [date]]².

Yours faithfully

[Signature block]

¹ **Note:** Report must be sent within 30 days of the last day of the Quarter to which it relates.

² **Note:** Meeting must occur within 21 days of the Union's receipt of the Report.

Jobs Guarantee Agreement – [date range] Report

SECTION A. INITIAL DETAILS		
Quarter		
1.	Date of Quarter start:	
2.	Date of Quarter end:	
3.	Total number of days in the Quarter	
Headcount and Ratios <i>These figures apply as at the first day of this Quarter³</i>		
4.	Minimum Headcount as at the first day of this Quarter	
	<i>Category 1</i>	
	<i>Category 2</i>	
	<i>Category 3</i>	
5.	Daily Headcount as at the first day of the Quarter (total):	
	<i>Category 1</i>	
	The Star Sydney Level 1	
	The Star Sydney Level 2	
	The Star Sydney Level 3	
	The Star Sydney Level 4	
	The Star Sydney Level 5	
	The Star Sydney Level 6	
	The Star Sydney Level 7	
	The Star Sydney Level 8	
	Handyperson & Technician Level 1	
	Handyperson & Technician Level 2	
	Handyperson & Technician Level 3	
	Handyperson & Technician Level 4	
Handyperson & Technician Level 5		

³ Breakdown of Category 1 Employees to be reported by classification of employees under the Enterprise Agreement, which as at the date of the Jobs Guarantee Agreement are the classifications set out below.

SECTION A. INITIAL DETAILS		
	Handyperson & Technician Level 6	
	Handyperson & Technician Level 7	
	Handyperson & Technician Level 8	
	Subtotal	
<i>Category 2</i>		
	Level 1 (Group CEO MD and Group Leadership Team)	
	Level 2 (General Management)	
	Level 3 (Group Manager & Senior Leaders)	
	Level 4 (Managers & Senior Advisors)	
	Level 5 (Supervisors / Team Leaders & Analysts)	
	Level 6 (Front Line Team Members)	
	Subtotal	
<i>Category 3</i>		
	Level 1 (Group CEO MD and Group Leadership Team)	
	Level 2 (General Management)	
	Level 3 (Group Manager & Senior Leaders)	
	Level 4 (Managers & Senior Advisors)	
	Level 5 (Supervisors / Team Leaders & Analysts)	
	Level 6 (Front Line Team Members)	
	Subtotal	
6.	Multi-Hire Employees (included within Category 1 above)	
7.	Roles under Active Recruitment as at the first day in the Quarter (included in Daily Headcount above)	
8.	Ratios:	
	<i>Full-time basis</i>	
	<i>Part-time basis</i>	
	<i>Casual basis</i>	

SECTION B. ADJUSTMENTS

Section B1. Permitted Adjustments, Insourcing (if good faith agreement results in a change to the Minimum Headcount) and Supervening acts of the Manager

Relevant for adjustments made under Clauses 2.3, Clause 2.4 or Clause 2.6 of the Jobs Guarantee Agreement

1.	Please confirm whether there have been any Adjustments during this Quarter pursuant to clause 2.3 or 2.4 of the Jobs Guarantee Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please complete this Section B1.</i>
2.	Date on which written notice was provided in respect of the Adjustment(s) under clause 2.3(1) or (2) (if applicable)	
3.	Effective date of Adjustment(s)	
4.	Dates to which Adjustment(s) applies in the Quarter	
	<i>Period before Adjustment:</i>	
	<i>Total number of days:</i>	
	<i>Period of Adjustment(s)</i>	
	<i>Total number of days:</i>	
5.	Minimum Headcount following Adjustment(s)	
	<i>Category 1</i>	
	<i>Category 2</i>	
	<i>Category 3</i>	
	<i>Minimum Headcount (total)</i>	
6.	Multi-Hire Employees (included within Category 1) following Adjustment(s)	
7.	Ratios following Adjustment(s)	
	<i>Full-time basis</i>	
	<i>Part-time basis</i>	
	<i>Casual basis</i>	

Section B2. Adjustments for Force Majeure Events <i>Relevant for Force Majeure Events under clause 5 of the Jobs Guarantee Agreement</i>		
1.	Please confirm whether there have been any FM Notices during this Quarter	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please complete this Section B2.</i>
2.	Date on which the FM Notice was provided under clause 5.1	
3.	Details of FM Notice	
4.	Please confirm whether it is agreed, or a determination has been made confirming, that a Force Majeure Event has occurred	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	FM Period (if agreed/determined)	
6.	<i>FM Period</i>	
	<i>Total number of days</i>	
	<i>Period(s) excluding FM Period</i>	
	<i>Total number of days</i>	

Section B3. Adjustments for Material Adverse Change Events <i>Relevant for Material Adverse Change Events under clause 6 of the Jobs Guarantee Agreement</i>		
1.	Please confirm whether there have been any MAC Notices during this Quarter	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please complete this Section B3.</i>
2.	Date on which the MAC Notice was provided under clause 6.1	
3.	Details of MAC Notice	
4.	Please confirm whether it is agreed, or a determination has been made confirming, that a Material Adverse Change Event has occurred	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	MAC Period (if agreed/determined)	
	<i>Period before MAC Event:</i>	
	<i>Number of days:</i>	
	<i>MAC Period:</i>	
	<i>Number of days:</i>	
6.	Agreed or determined Minimum Headcount (during MAC Period)	
	<i>Category 1</i>	
	<i>Category 2</i>	
	<i>Category 3</i>	
	<i>Minimum Headcount (total)</i>	
7.	Multi-Hire Employees (included within Category 1) (during MAC Period)	
8.	Agreed or determined Ratios (during MAC Period)	
	<i>Full-time basis</i>	
	<i>Part-time basis</i>	
	<i>Casual basis</i>	

SECTION C. CALCULATIONS		
Average figures		
1.	Average Headcount	
	<i>Category 1</i>	
	<i>Category 2</i>	
	<i>Category 3</i>	
	<i>Average Headcount (total)</i>	
2.	Average Ratios	
	<i>Full-time basis</i>	
	<i>Part-time basis</i>	
	<i>Casual basis</i>	
Adjusted figures (if applicable)		
3.	Adjusted Minimum Headcount:	
	<i>Category 1</i>	
	<i>Category 2</i>	
	<i>Category 3</i>	
	<i>Adjusted Minimum Headcount (total)</i>	
4.	Adjusted Ratios	
	<i>Full-time basis</i>	
	<i>Part-time basis</i>	
	<i>Casual basis</i>	

SECTION D. OUTCOMES

1.		Compliance with Jobs Guarantee: Minimum Headcount	
<i>Category 1</i>		Difference between Average Headcount and Adjusted Minimum Headcount or Minimum Headcount (whichever applies):	
		<i>[insert # of Employees difference]</i>	
		<input type="checkbox"/> Satisfied <input type="checkbox"/> Breach	
<i>Category 2</i>		Difference between Average Headcount and Adjusted Minimum Headcount or Minimum Headcount (whichever applies):	
		<i>[insert # of Employees difference]</i>	
		<input type="checkbox"/> Satisfied <input type="checkbox"/> Breach	
<i>Category 3</i>		Difference between Average Headcount and Adjusted Minimum Headcount or Minimum Headcount (whichever applies):	
		<i>[insert # of Employees difference]</i>	
		<input type="checkbox"/> Satisfied <input type="checkbox"/> Breach	
2.		Compliance with Jobs Guarantee: Ratios	
<i>Full-time basis</i>		Difference between Average Ratios and Adjusted Ratios or Ratios (whichever applies):	
		<i>[insert percentage point difference]</i>	
		<input type="checkbox"/> Satisfied <input type="checkbox"/> Breach	
<i>Part-time basis</i>		Difference between Average Ratios and Adjusted Ratios or Ratios (whichever applies):	
		<i>[insert percentage point difference]</i>	
		<input type="checkbox"/> Satisfied <input type="checkbox"/> Breach	
<i>Casual basis</i>		Difference between Average Ratios and Adjusted Ratios or Ratios (whichever applies):	
		<i>[insert percentage point difference]</i>	
		<input type="checkbox"/> Satisfied <input type="checkbox"/> Breach	
3.		Penalties (if any)	
	<i>Minimum Headcount:</i>		
	<i>Ratios:</i>		
	<i>Total:</i>		

Jobs Guarantee Agreement – [date range] Report

Statutory declaration

I, [#Declarant's Full Name#] of [#declarant's address#], Chief People Officer of The Star Entertainment Group Limited ACN 149 510 410, do hereby solemnly declare and affirm that the information provided in this Report dated [date] is true and correct.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at in New South Wales on
(place) (date)

(Signature of declarant)

in the presence of an authorised witness, who states:

I _____
[insert name of authorised witness]

a _____
[insert qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it:
[* Please cross out any text that does not apply]

- (1) *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.
- (2) *I have known the person for at least 12 months OR * I have confirmed the person's identity using an identification document and the document I relied on was [describe identification document relied on].

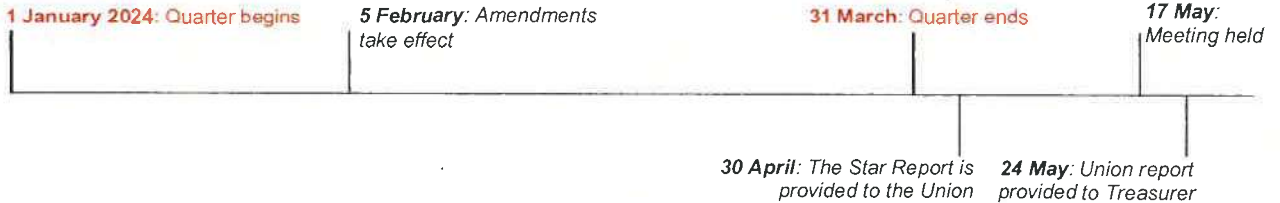
[signature of authorised witness]

[date]

Annexure B – Worked Examples

EXAMPLE 1: PERMITTED ADJUSTMENT UNDER CLAUSE 2.3(1)

EXAMPLE 1 TIMELINE:



EXAMPLE 1 WORKINGS:

Quarter

In this example the Quarter runs from 1 January 2024 to 31 March 2024, comprising 91 days.

Minimum Headcount

The Minimum Headcount as at 1 January 2024 is as follows:

<u>Category</u>	<u>Number</u>
Category 1	2,130 Employees
Category 2	662 Employees
Category 3	400 Employees

Pursuant to clause 2.3(1), The Star determines that, from 5 February 2024:

- it is decreasing the Minimum Headcount of Employees in Category 2 by 20;
- it is decreasing the Minimum Headcount of Employees in Category 3 by 15; and
- the Minimum Headcount of Employees in Category 1 will be increased by the corresponding sum (35).

From 5 February 2024, the notified adjustments take effect and the Minimum Headcount is as follows:

<u>Category</u>	<u>Number</u>
Category 1	2,165 Employees
Category 2	642 Employees
Category 3	385 Employees

Adjusted Minimum Headcount

The period from 1 January 2024 to 4 February 2024 inclusive is 35 days.

The period from 5 February 2024 to 31 March 2024 inclusive is 56 days.

The Adjusted Minimum Headcount will, accordingly, be as follows:

<u>Category</u>	<u>Formula</u>	<u>Adjusted Minimum Headcount</u>
Category 1	$(2130 \times 35) + (2165 \times 56)$ $\text{-----} = 2,151.53$ 91	2,151
Category 2	$(662 \times 35) + (642 \times 56)$ $\text{-----} = 649.69$ 91	649
Category 3	$(400 \times 35) + (385 \times 56)$ $\text{-----} = 390.77$	390

Average Headcount

For the purpose of this worked example, the Average Headcount would be, in respect of each Category:

the sum of the Daily Headcount during this Quarter

91

Ratios

For the purpose of this worked example, assume that the Ratios, as at 1 January 2024, are as follows:

- a minimum of 40% of all Employees in Category 1 are to be engaged on a full-time basis;
- a minimum of 37% of all Employees in Category 1 are to be engaged on a part-time basis;
- a maximum of 18% of all Employees in Category 1 are to be engaged on a casual basis.

In this worked example, there is no Adjustment made to the Ratios in this Quarter.

Average Ratios

For the purpose of this worked example, the Average Ratio would be, in respect of each Employment Basis:

the sum of the Daily Ratios during this Quarter

91

Outcomes

For the purpose of this worked example, assume that the calculations in respect of the above equates to the following outcomes:

<u>Category</u>	<u>Average Headcount</u>	<u>Adjusted Minimum Headcount</u>	<u>Average Ratios</u>	<u>Compliance</u>
Category 1	2,170 Employees	2,151 Employees	52% full-time 35% part-time 13% casual	Satisfied Ratio breach
Category 2	650 Employees	649 Employees	N/A	Satisfied
Category 3	386 Employees	390 Employees	N/A	Minimum Headcount breach

Reporting

The Star Report must be provided to the Union within 30 days of the last day of the Quarter – 30 April 2024. This requirement is satisfied with the Report being provided on 30 April 2024.

The Union and The Star must meet within 21 days of the date on which the Report is provided – 21 May 2024. This requirement is satisfied with the meeting being held on 17 May 2024.

The Union must within 14 days of the meeting – 31 May 2024 - provide a report to the Treasurer. This requirement is satisfied with the report being provided to the Treasurer on 24 May 2024.

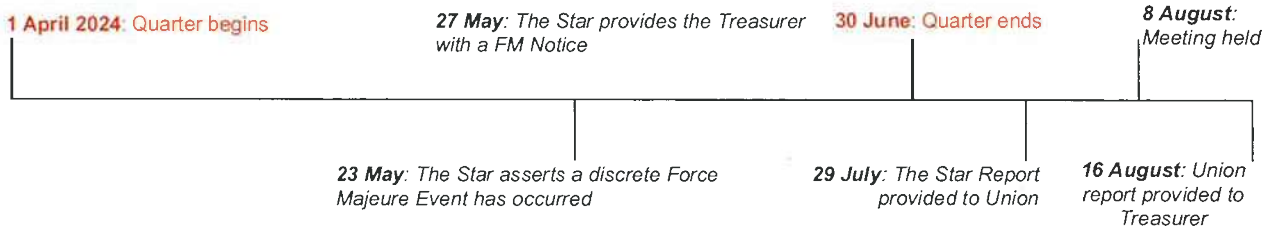
Penalties

In this example, the calculations have produced a breach of the Jobs Guarantee in respect of both Minimum Headcount and Ratios. The following Penalties may be determined payable by the Treasurer under clause 4.1:

<u>Category</u>	<u>Deficit</u>	<u>Formula</u>	<u>Applicable Penalty</u>
Headcount	4	$(4 \times 25,000) = 100,000$	\$100,000
Ratios	3%	N/A	\$1,000,000
			Total: \$1,100,000

EXAMPLE 2: IMPLICATIONS OF NOTIFICATION OF FORCE MAJEURE EVENT UNDER CLAUSE 5.1

EXAMPLE 2 TIMELINE:



EXAMPLE 2 WORKINGS:

Quarter

In this example the Quarter runs from 1 April 2024 to 30 June 2024, comprising 91 days.

Minimum Headcount

The Minimum Headcount as at 1 April 2024 is as follows:

<u>Category</u>	<u>Number</u>
Category 1	2,165 Employees
Category 2	642 Employees
Category 3	385 Employees

Pursuant to clause 5.1, on 27 May 2024, The Star provides the Treasurer with a FM Notice. Negotiations commence two days later (on 29 May 2024) between the Treasurer and The Star to agree whether a Force Majeure Event occurred and, if agreed, the time period which it applies to and an appropriate adjustment to the Minimum Headcount or the Ratios arising from that event, for an agreed period. Negotiations conclude on 13 June 2024.

From 24 May 2024 to 10 June 2024 inclusive, the number of Employees consistently falls below the Minimum Headcount.

Scenario 2A: Negotiations – agreement reached

The Star and the Treasurer agree in good faith that the relevant Force Majeure Event did occur (**Agreed FME**), having commenced on 23 May 2024 and concluded on 11 June 2024 (being the FM Period).

The period from 23 May 2024 to 11 June 2024 inclusive is 20 days.

In accordance with clause 5.2, for the purpose of determining compliance with the Jobs Guarantee during this Quarter:

- the FM Period will be disregarded; and
- all calculations will be made by reference to those specific days in the Quarter which fall outside of the FM Period.

Adjusted Minimum Headcount

In this worked example, an Adjusted Minimum Headcount is not required to be calculated as the Minimum Headcount does not change throughout the Quarter.

Average Headcount

The period used for calculating the Average Headcount in this worked example will be the total days in the Quarter (91) less the number of days in the period during which the Agreed FME occurred (20) – i.e. 71 days.

Accordingly, for the purpose of this worked example, the Average Headcount would be, in respect of each Category:

the sum of the Daily Headcount during this Quarter

71

Ratios

For the purpose of this worked example, assume that the Ratios, as at 1 April 2024, are as follows:

- a minimum of 40% of all Employees in Category 1 are to be engaged on a full-time basis;
- a minimum of 37% of all Employees in Category 1 are to be engaged on a part-time basis;
- a maximum of 18% of all Employees in Category 1 are to be engaged on a casual basis.

In this worked example, there is no Adjustment made to the Ratios in this Quarter.

Average Ratios

For the purpose of this worked example, the Average Ratio would be, in respect of each Employment Basis:

the sum of the Daily Ratios during this Quarter

71

Outcomes

For the purpose of this worked example, assume that the calculations in respect of the above equates to the following outcomes:

<u>Category</u>	<u>Average Headcount</u>	<u>Minimum Headcount</u>	<u>Average Ratios</u>	<u>Compliance</u>
Category 1	2,168 Employees	2,165 Employees	49% full-time 39% part-time 12% casual	Satisfied Satisfied Satisfied
Category 2	650 Employees	642 Employees	N/A	Satisfied
Category 3	386 Employees	385 Employees	N/A	Satisfied

Reporting

The Star Report must be provided to the Union within 30 days of the last day of the Quarter – 30 July 2024. This requirement is satisfied with the Report being provided on 29 July 2024.

The Union and the Star must meet within 21 days of the date on which the Report is provided – 19 August 2024. This requirement is satisfied with the meeting being held on 8 August 2024.

The Union must within 14 days of the meeting – 22 August 2024 - provide a report to the Treasurer. This requirement is satisfied with the report being provided on 16 August 2024.

Penalties

In this example, no Penalties are applicable.

Scenario 2B: Negotiations – no agreement reached, Expert engaged

The Star and the Treasurer do not reach agreement as to whether a Force Majeure Event has occurred and/or the period to which it applies.

The Treasurer refers the matter to an Expert to determine under clause 5.3 of the Agreement. The Expert determines that no Force Majeure Event applies.

Adjusted Minimum Headcount

In this worked example, an Adjusted Minimum Headcount is not required to be calculated as the Minimum Headcount does not change throughout the Quarter.

Average Headcount

The period used for calculating the Average Headcount in this worked example will be the total days in the Quarter (91).

Accordingly, for the purpose of this worked example, the Average Headcount would be, in respect of each Category:

the sum of the Daily Headcount during this Quarter

91

Ratios

For the purpose of this worked example, assume that the Ratios, as at 1 April 2024, are as follows:

- a minimum of 40% of all Employees in Category 1 are to be engaged on a full-time basis;
- a minimum of 37% of all Employees in Category 1 are to be engaged on a part-time basis;
- a maximum of 18% of all Employees in Category 1 are to be engaged on a casual basis.

In this worked example, there is no Adjustment made to the Ratios in this Quarter.

Average Ratios

For the purpose of this worked example, the Average Ratio would be, in respect of each Employment Basis:

the sum of the Daily Ratios during this Quarter

91

Outcomes

For the purpose of this worked example, assume that the calculations in respect of the above equates to the following outcomes:

<u>Category</u>	<u>Average Headcount</u>	<u>Minimum Headcount</u>	<u>Average Ratios</u>	<u>Compliance</u>
Category 1	2,131 Employees	2,165 Employees	49% full-time 39% part-time 12% casual	Minimum Headcount breach Satisfied Satisfied
Category 2	624 Employees	642 Employees	N/A	Minimum Headcount breach
Category 3	339 Employees	385 Employees	N/A	Minimum Headcount breach

Reporting

The Star Report must be provided to the Union within 30 days of the last day of the Quarter – 30 July 2024. This requirement is satisfied. This requirement is satisfied with the Report being provided on 29 July 2024.

The Union and the Star must meet within 21 days of the date on which the Report is provided – 19 August 2024. This requirement is satisfied with the meeting being held on 8 August 2024.

The Union must within 14 days of the meeting – 22 August 2024 - provide a report to the Treasurer. This requirement is satisfied with the report being provided on 16 August 2024.

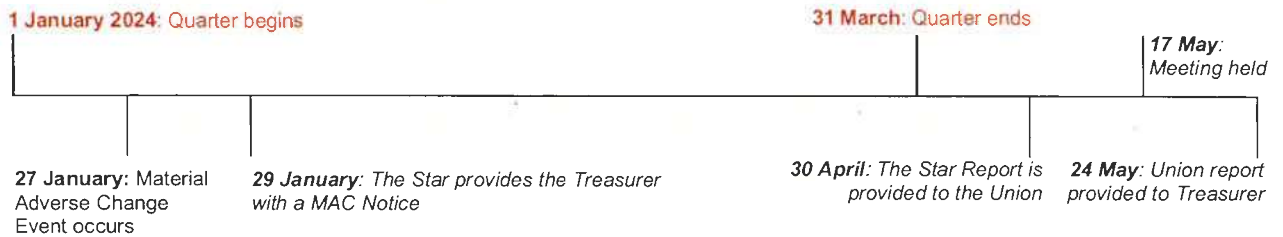
Penalties

In this example, the calculations have produced a breach of the Jobs Guarantee in respect of Minimum Headcount. The following Penalties may be determined payable by the Treasurer under clause 4.1:

<u>Category</u>	<u>Deficit</u>	<u>Formula</u>	<u>Applicable Penalty</u>
Minimum Headcount	98	$(98 * 25,000) = 2,450,000$	\$2,450,000
Ratios	N/A	N/A	N/A
			Total: \$2,450,000

EXAMPLE 3: PERMITTED ADJUSTMENT UNDER CLAUSE 6

EXAMPLE 3 TIMELINE:



EXAMPLE 3 WORKINGS:

Quarter

In this example the Quarter runs from 1 January 2024 to 31 March 2024, comprising 91 days.

Minimum Headcount

The Minimum Headcount as at 1 January 2024 is as follows:

<u>Category</u>	<u>Number</u>
Category 1	2,130 Employees
Category 2	662 Employees
Category 3	400 Employees

On and from 27 January 2024, The Star and the Licensee consider that they are prevented from performing their obligations in relation to the Jobs Guarantee because of a Material Adverse Change Event. Pursuant to clause 6.1, on 29 January 2024, The Star provides the Treasurer with a MAC Notice. Negotiations commence three days later between the Treasurer and The Star to agree whether a Material Adverse Change Event has occurred and, if agreed, the time period to which it applies and an appropriate adjustment to the Minimum Headcount or the Ratios arising from that Material Adverse Change Event for an agreed period. Negotiations conclude on 15 February 2024.

From 27 January 2024, the number of Employees consistently falls below the Minimum Headcount.

Scenario 3A: Negotiations – agreement reached

The Star and the Treasurer agree in good faith that the relevant Material Adverse Change Event did occur on 27 January 2024 and continues to apply indefinitely (being the MAC Period).

The parties agree to:

- decrease the Minimum Headcount of Employees in Category 1 by 30;
- decrease the Minimum Headcount of Employees in Category 2 by 22; and
- decrease the Minimum Headcount of Employees in Category 3 by 20.

From 27 January 2024, the agreed adjustments take effect and the Minimum Headcount is as follows:

<u>Category</u>	<u>Number</u>
Category 1	2,100 Employees
Category 2	640 Employees
Category 3	380 Employees

Adjusted Minimum Headcount

The period from 1 January 2024 to 26 January 2024 inclusive is 26 days.

The period from 27 January to 31 March 2024 inclusive is 65 days.

The Adjusted Minimum Headcount will, accordingly, be as follows:

<u>Category</u>	<u>Formula</u>	<u>Adjusted Minimum Headcount</u>
Category 1	$\frac{(2130 \times 26) + (2100 \times 65)}{91} = 2,108.57$	2,108
Category 2	$\frac{(662 \times 26) + (640 \times 65)}{91} = 646.29$	646
Category 3	$\frac{(400 \times 26) + (380 \times 65)}{91} = 385.71$	385

Average Headcount

For the purpose of this worked example, the Average Headcount would be, in respect of each Category:

the sum of the Daily Headcount during this Quarter
91

Ratios

For the purpose of this worked example, assume that the Ratios, as at 1 January 2024, are as follows:

- a minimum of 40% of all Employees in Category 1 are to be engaged on a full-time basis;
- a minimum of 37% of all Employees in Category 1 are to be engaged on a part-time basis;
- a maximum of 18% of all Employees in Category 1 are to be engaged on a casual basis.

In this worked example, there is no Adjustment made to the Ratios in this Quarter.

Average Ratios

For the purpose of this worked example, the Average Ratio would be, in respect of each Employment Basis:

the sum of the Daily Ratios during this Quarter
91

Outcomes

For the purpose of this worked example, assume that the calculations in respect of the above equates to the following outcomes:

<u>Category</u>	<u>Average Headcount</u>	<u>Adjusted Minimum Headcount</u>	<u>Average Ratios</u>	<u>Compliance</u>
Category 1	2,120 Employees	2,108 Employees	49% full-time 39% part-time 12% casual	Satisfied Satisfied Satisfied
Category 2	652 Employees	646 Employees	N/A	Satisfied
Category 3	387 Employees	385 Employees	N/A	Satisfied

Reporting

The Star Report must be provided to the Union within 30 days of the last day of the Quarter – 30 April 2024. This requirement is satisfied with the Report being provided on 30 April 2024.

The Union and the Star must meet within 21 days of the date on which the Report is provided – 21 May 2024. This requirement is satisfied with the meeting being held on 17 May 2024.

The Union must within 14 days of the meeting – 31 May 2024 - provide a report to the Treasurer.
This requirement is satisfied with the report being provided to the Treasurer on 24 May 2024.

Penalties

In this example, no Penalties are applicable.

Scenario 3B – Negotiations – no agreement reached, Expert engaged

The Star and the Treasurer do not reach agreement as to whether a Material Adverse Change Event has occurred and/or the period to which it applies within the requisite period.

The Treasurer refers the matter to an Expert to determine under clause 6.3. The Expert determines that no Material Adverse Change Event applies.

Adjusted Minimum Headcount

In this example, an Adjusted Minimum Headcount is not required to be calculated as the Minimum Headcount does not change throughout the Quarter.

Average Headcount

The period used for calculating the Average Headcount in this example will be the total days in the Quarter (91).

Accordingly, for the purpose of this worked example, the Average Headcount would be, in respect of each Category the sum of:

The sum of the Daily Headcount during the Quarter)

91

Ratios

For the purpose of this worked example, assume that the Ratios, as at 1 January 2024, are as follows:

- a minimum of 40% of all Employees in Category 1 are to be engaged on a full-time basis;
- a minimum of 37% of all Employees in Category 1 are to be engaged on a part-time basis;
- a maximum of 18% of all Employees in Category 1 are to be engaged on a casual basis.

In this worked example, there is no Adjustment made to the Ratios in this Quarter.

Average Ratios

For the purpose of this worked example, the Average Ratio would be, in respect of each Employment Basis:

the sum of the Daily Ratios during this Quarter

91

Outcomes

For the purpose of this worked example, assume that the calculations in respect of the above equates to the following outcomes:

<u>Category</u>	<u>Average Headcount</u>	<u>Minimum Headcount</u>	<u>Average Ratios</u>	<u>Compliance</u>
Category 1	2,120 Employees	2,130 Employees	49% full-time 39% part-time 12% casual	Minimum Headcount breach Satisfied Satisfied
Category 2	652 Employees	662 Employees	N/A	Minimum Headcount breach
Category 3	387 Employees	400 Employees	N/A	Minimum Headcount breach

Reporting

The Star Report must be provided to the Union within 30 days of the last day of the Quarter – 30 April 2024. This requirement is satisfied with the Report being provided on 30 April 2024.

The Union and the Star must meet within 21 days of the date on which the Report is provided – 21 May 2024. This requirement is satisfied with the meeting being held on 17 May 2024.

The Union must within 14 days of the meeting – 31 May 2024 – provide a report to the Treasurer. This requirement is satisfied with the report being provided to the Treasurer on 24 May 2024.

Penalties

In this example, the calculations have produced a breach of the Jobs Guarantee in respect of Minimum Headcount. The following Penalties may be determined payable by the Treasurer under clause 4.1:

<u>Category</u>	<u>Deficit</u>	<u>Formula</u>	<u>Applicable Penalty</u>
Minimum Headcount Ratios	33	$(33 \times 25,000) = 825,000$	\$825,000
	N/A	N/A	N/A
			Total: \$825,000