

CAIRNS ADVENTURE GROUP

Certified Agreement 2024

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PART 1 – PRELIMINARY

1.0 TITLE

This Certified Agreement shall be known as "Cairns Adventure Group - Certified Agreement 2024".

1.1 ARRANGEMENT

The arrangement of this agreement shall be as follows.

1.2 PARTIES BOUND AND COVERAGE

This Agreement shall be binding on, and cover, the "Parties" being:

- A. Sunmanor Pty Ltd (ABN 72 061 191 517) trading as Cairns Adventure Group (hereafter referred to as "*the employer*");
- B. the employer's employees (hereinafter referred to as the "*Employee/s*"), except for Trainees; and
- C. The Australian Workers' Union of Employees Queensland (hereinafter referred to as the "*Union*") on behalf of the specified categories of Employees of Cairns Adventure Group.

Where the term "Parties" is used in this Agreement it refers to the Parties identified in this clause.

1.3 DATE OF OPERATION/TERM OF AGREEMENT

This Agreement shall commence operation from **XX XXXXX 2024** or the beginning of the first pay period after the date of this Agreement's approval by the Fair Work Commission, whichever is the latter, and its nominal expiry date shall be 2027. Within ninety (90) days prior to the expiration of this Agreement, the Parties agree to meet and commence negotiating the terms of a new Agreement, to take effect upon the expiration of the current Agreement.

1.4 POSTING OF AGREEMENT/EMPLOYEE ACCESS

A copy of this Agreement shall be given to each Employee if requested. Applicants who seek a

position with Cairns Adventure Group shall be briefed on the contents of this Agreement during the selection process. Additionally, a copy of this Agreement shall be exhibited in location accessible to all employees in the workplace.

1.5 AWARD RELATIONSHIP

This Agreement will prevail over, and operate to the exclusion of, the following Awards:

- 1.5.1 Clerks Private Sector Award 2020;
- 1.5.2 Amusement, Events and Recreation Award 2020; and
- 1.5.3 Marine Tourism and Charter Vessels 2020.

This Agreement will come into operation 7 days after the Agreement is approved by the Fair Work Commission and is effective from that date.

The agreement shall remain in force and effect for a period of 3 years.

1.6 AIM OF AGREEMENT

It is the aim of the Parties to this Agreement, to implement through consultation and innovative workplace practices, to provide for more flexible working arrangements, improve the efficiency and productivity of Cairns Adventure Group, to enhance skills/competencies and job satisfaction of Employees and to assist positively in ensuring Cairns Adventure Group becomes a more dynamic enterprise.

The Parties agree that the objectives of this Agreement are to:

- 1.6.1 increase Employee skills through multi-skilling;
- 1.6.2 excite customers through excellent customer service;
- 1.6.3 facilitate Employee satisfaction through flexible working arrangements;
- 1.6.4 develop workplace productivity through cost savings;
- 1.6.5 develop new adventure tourism products.

1.7 CONSULTATION

The aim of the Cairns Adventure Group Consultative Committee is to give Employees an opportunity to provide input that may influence management decisions affecting the Employer and develop better understanding between management and Employees.

- 1.7.1 The Consultative Committee shall consist of no more than five Employees who are each elected by the majority vote of their peers.
- 1.7.2 The Consultative Committee shall be a forum for open discussion between Employees, and shall meet at a minimum of six months prior to the Agreement's expiry or as required, determined by the consensus of elected Committee members.
- 1.7.3 No resolution, finding, determination, communication, or consensus of the Consultative Committee shall be binding on the Employer, or on any Employee, and the Consultative Committee shall have no power to direct or compel any person to do, or refrain from doing, any act or thing.
- 1.7.4 Meetings requiring compulsory attendance called by the Employer shall be paid.

- 1.7.5 Employee organised meetings or Employer organised meetings not requiring compulsory attendance shall be unpaid.

1.8 CONFIDENTIALITY

- 1.8.1 Unless an Employee has prior written consent of the Employer to do so, an Employee will not, during the term of their employment or at anytime thereafter, use or disclose to any person any confidential information of or relating to the Employer or any related body corporate or any person with whom they have come in contact as a result of their employment with the Employer.
- 1.8.2 All Employees will endeavor to prevent the use or disclosure of confidential information to or by any third parties and will inform the Employer if they become aware of anyone who does or attempts to do so.
- 1.8.3 For the purposes of Clauses 1.8.1 and 1.8.2 confidential information includes customer lists, price lists, supplier details, manuals, financial details, product details, software, or other trade or business secrets.

1.9 OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

- 1.9.1 Employees will strictly comply with all legislative requirements as to the recording of driving hours and fatigue management.
- 1.9.2 Employees will give priority to the business of the Employer and will not undertake work for other employers so as to be unavailable to perform rostered work for the Employer.

1.10 OFFICIAL UNION REPRESENTATIVES

In establishing an appropriate relationship between the Employer and the union and as part of encouraging Employees to join and remain members of the union the following shall apply:

- 1.10.1 A person elected or appointed as a Union Delegate shall, upon notification to their Employer, be recognised as the accredited representative of the Union.
- 1.10.2 A Union Delegate shall have the right to discuss work-related matters which are of concern to any Employee or to convey information relating to the workplace to Employees provided that the Union Delegate does not unduly interfere with the work in progress.
- 1.10.3 A Union Delegate shall be allowed a reasonable period of time during working hours to consult with an authorised official of the Union provided that this does not unduly interfere with the work in progress.

1.11 SAVINGS CLAUSE

No Employee employed by the Employer at the time of implementation of the Agreement shall suffer any loss of ordinary time earnings as a result of the introduction of this Agreement. Further, except as provided in this Agreement, any accrued entitlements existing at the date of operation of this Agreement shall continue to apply to those Employees.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 ENGAGEMENT

Employees may be engaged on a Full Time, Part Time, Casual or Fixed Term basis provided that the nature of the employment contract is specified at the time of engagement.

In relation to engagement, the Employer shall provide in writing to the Employee, the following:

- 2.1.1 a Letter offer and a Position Description;
- 2.1.2 the status of the position, whether it is Full Time, Part Time, Casual or Fixed Term;
- 2.1.3 a roster detailing the first week's hours of attendance expected to be required of the Employee for the efficient performance of the position;
- 2.1.4 the rate of pay in accordance with this Agreement;
- 2.1.5 access to a copy of this Agreement;
- 2.1.6 any other terms and conditions of employment relevant to the position

2.2 PROBATION

Cairns Adventure Group will initially engage an Employee (other than a casual Employee) for a period of probationary employment of six (6) months, with the exception of Marine staff where the probationary period will be three (3) months, for the purpose of determining the Employee's suitability for ongoing employment.

During an Employee's probationary period, the employment relationship may be terminated by either Party giving 1 week's written notice of termination. Cairns Adventure Group may make payment in lieu of notice at its discretion.

2.3 DISPUTE RESOLUTION PROCEDURE

If a dispute relates to:

- 2.3.1 A matter arising under the agreement;
- 2.3.2 the National Employment Standards;

this clause sets out procedures to settle the dispute.

An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to an independent person or body or Fair Work Commission.

Fair Work Commission may deal with the dispute in two (2) stages:

- 2.3.3 Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- 2.3.4 If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: if Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

While the parties are trying to resolve the dispute using the procedures in this term:

- 2.3.5 an Employee must continue to perform his or her work as he or she would normally unless they have a reasonable concern about an imminent risk to his or her health or safety;
- 2.3.6 an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
- (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform, having regard only to the Employee's skills, qualifications, and experience; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause

2.4 INDIVIDUAL FLEXIBLE ARRANGEMENTS

Subject to the Fair Work Act the Employer and an Employee covered by this agreement may agree to make an Individual Flexibility Arrangement (IFA) to modify the application of any term of this Agreement that relates to terms and conditions of employment if:

- 2.4.1 The IFA meets the genuine needs of the Employer and the Employee;
- 2.4.2 The IFA is genuinely agreed to by the Employer and the Employee

The Employer must ensure that the terms of the IFA:

- 2.4.3 are about permitted matters under Section 172 of the Fair Work Act;
- 2.4.4 are not unlawful terms under Section 194 of the Fair Work Act; and
- 2.4.5 results in the Employee being better off overall than the Employee would be if no IFA was made;

The Company must ensure that the IFA complies with section 203 of the Fair Work Act, and:

- 2.4.6 Is in writing;
- 2.4.7 Includes the name of the Employer and the Employee;
- 2.4.8 Is signed by the Employer and the Employee (and if the Employee is under 18 years of age by a parent or guardian of the Employee); and
- 2.4.9 Includes details of:
 - (i) Application of the terms of the Agreement that will be modified by the IFA;
 - (ii) How the IFA will modify the application of the terms;
 - (iii) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - (iv) State the date on which the IFA commences. The Employer must give the Employee a copy of the IFA within 14 days after it is agreed.

2.5 PROVISIONS ABOUT DISCRIMINATION, HARASSMENT AND BULLYING

The Employer and the Employees of the Cairns Adventure Group consider ethical conduct as central to its corporate culture. Cairns Adventure Group will not tolerate behavior by its

Employees that is considered to be illegal, unethical or socially irresponsible. Cairns Adventure Group expects all Employees to be ethical in all business dealings and not to be involved in discriminatory work practices or behavior that could be regarded as sexual harassment.

The Parties agree that the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would:

- 2.5.1 contravene the Anti-Discrimination Act 1991 (QLD); or
- 2.5.2 breach Part 6-4B of the Fair Work Act 2009 (Cth) – Workers Bullied at Work.
- 2.5.3 contravene the Work Health and Safety Act 2011 (Qld); or
- 2.5.4 breach the Prevention of Workplace Harassment Code of Practice 2004 (QLD);
- 2.5.5 breach the Managing the Risk of Psychosocial Hazards at Work Code of Practice 2022 (QLD);

2.6 DISCIPLINE

The intention of this-clause is to ensure that disciplinary matters are dealt with expeditiously and that matters are placed in the correct disciplinary process, in the first instance, according to the definitions outlined below.

- 2.6.1 The Employer commits to providing assistance and training on the application of this Schedule to Employees who are required to manage Employee disciplinary matters.
- 2.6.2 The onus of proving the allegation/s is on the Employer. For an allegation/s to be proven, the decision-maker must be satisfied on the balance of probabilities, that the misconduct/serious misconduct took place.

The purpose of this clause is:

- 2.6.3 to address matters that directly relate to an Employee's alleged misconduct or serious misconduct;
- 2.6.4 to ensure that the disciplinary process is implemented expeditiously;
- 2.6.5 to ensure disciplinary investigations are fair and unbiased, having proper regard to procedural fairness and natural justice.

Where Cairns Adventure Group has concerns about the conduct of an employee, or a performance issue that may constitute misconduct, the following procedure will apply.

There are two steps in a disciplinary process under this clause as follows:

- (i) Investigative procedure, and
- (ii) Disciplinary procedure.

An Employee shall be provided a reasonable opportunity to be represented at any time with respect to all matters set out in this clause.

This applies to all Employees, except:

- 2.6.6 casuals with 12 months service or less; or
- 2.6.7 Employees undergoing a probationary period of employment.

Definitions

- 2.6.8 Performance means the manner in which the Employee fulfils their job requirements. The

level of performance expected of an Employee is determined by the Employee's experience, skills, qualifications, abilities and the requirements of the role.

2.6.9 Conduct means the manner in which an Employee acts, communicates, behaves, and conducts himself or herself.

2.6.10 Misconduct means an Employee's intentional, reckless, or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

2.6.11 Serious misconduct is as defined under the Fair Work Act.

2.6.12 Conduct that is serious misconduct includes each of the following:

The Employee, in the course of the Employee's employment, engaging in:

(i) theft;

(ii) fraud;

(iii) assault;

(iv) the Employee being intoxicated at work;

(v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

2.6.13 An investigative procedure may be done to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness and natural justice.

The Employer will:

(a) Advise the Employee of the concerns and allegations in writing;

(b) Ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;

(c) Ascertain and collate any evidence that is in support of the allegation(s) being substantiated and any evidence that is against the allegation(s) being substantiated;

(d) Make a finding as to whether each allegation(s) is substantiated or unsubstantiated on the balance of probabilities.

(e) Ensure that the reason for any interview is explained;

(f) Advise the Employee that they can bring a support person or Union Representative to any meeting that may occur; and

(i) Take reasonable steps to investigate the Employee's response.

(j) The provisions of (b) and (c) may be excluded or delayed in circumstances where compliance with those provisions may tend to prejudice or delay a criminal or regulatory investigation, or otherwise create or increase a risk of harm to any person.

2.6.14 The disciplinary procedure applies if, following the investigation, the Employer reasonably considers that the Employee's conduct or performance may warrant disciplinary steps being taken.

The Employer will:

- (a) Notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
- (b) Meet with the Employee and give the Employee the opportunity to bring their support person or Union Representative
- (c) Give the Employee an opportunity to respond to the outcome of the investigation process.

In considering whether to take disciplinary action, the Employer will consider (without being bound by):

- (a) whether there is a valid reason related to the conduct or performance of the Employee arising from the investigation justifying disciplinary action;
- (b) whether the Employee knew or ought to have known that the conduct or performance was below acceptable standards; and
- (c) any explanation by the Employee relating to conduct including any matters raised in mitigation.

2.6.15 Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct or performance:

- (a) counsel the Employee, with the counselling recorded on the Employee's personnel file;
- (b) give the Employee a first warning, which will be verbal and a record of the warning recorded on the Employee's personnel file;
- (c) give the Employee a second written warning in the event that the Employee has previously been given a first warning for a similar course of conduct (this will usually be not more than 12 months after a previous warning for similar conduct);
- (d) give the Employee a final written warning in the event that the Employee has previously been given a second written warning for a similar course of conduct (this will usually be not more than 18 months after a previous warning for similar conduct);
- (e) Reassignment from one area of employment to another;
- (f) Transfer to a lower level classification if the employee's conduct inhibits the employee from carrying out the genuine occupational requirements of the employee's role, or otherwise renders the employee unable to safely discharge the duties of a higher classification.
- (g) Terminate the Employee's employment on notice in the case of an Employee who repeats course of conduct for which a final warning was given in the preceding 18 months; or
- (h) Terminate the Employee's employment without notice where the conduct is serious misconduct within the meaning of the Act.

- (i) As an alternative to (h) above and in the circumstances described at (f), the Employer may issue the Employee with a final warning without following the steps in (a) to (d) above.
- (j) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
- (k) A dispute over this Schedule at any stage is to be dealt with in accordance with the Dispute Settling procedure of this Agreement (other than termination of employment which would need to be pursued through an unfair dismissal or other relevant legislative mechanism)

2.6.16 The Employer may suspend an Employee on full pay, for the purposes of investigating any alleged or actual misconduct or performance issue, in accordance with this clause.

2.6.17 The Employer may terminate an Employee in accordance with this clause, if, for any reason or no reason, the Employee ceases to hold or possess any qualification, accreditation, or similar certification that the Employee is required to hold in order to carry out the genuine occupational requirements of the Employee's role.

2.7 TERMINATION OF EMPLOYMENT

Termination of Employment by Cairns Adventure Group or the Employee shall be in accordance with the requirements of the Fair Work Act 2009 (Cth) and by giving the relevant period of notice as set out in the following table:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

2.7.2 In addition to the notice in (a) above Employees over 45 years of age at the time of giving notice and with not less than two years continuous service, shall be entitled to an additional one (1) weeks' notice.

2.7.3 Payment in lieu of notice shall be made if the appropriate notice is not given. Provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

2.7.4 In calculating any payment in lieu of notice the relevant time rate of pay for the Employee concerned shall be used.

2.7.5 Any accrued entitlements such as Annual Leave not taken, due to the Employee, shall be paid to the Employee at termination.

2.7.6 The period of notice in this subclause shall not apply in the case of dismissal for misconduct or other grounds that justify summary dismissal.

2.7.7 Where an Employee is terminated on probation, clause 2.2 shall apply.

2.7.8 The notice periods specified herein may be altered by agreement between the Employer and an Employee.

2.8 REDUNDANCY

A redundancy will occur where a decision is made by Cairns Adventure Group that the job being performed by an employee is no longer required to be performed by anyone, except as a result of the ordinary and customary turnover of labour, or otherwise because of the Employer's insolvency, and Cairns Adventure Group terminates the employment. In addition to the period of notice in this clause, if an employee's employment is terminated for redundancy, the employee will be entitled to a severance payment in accordance with the following scale:

Length of continuous service	Rate of calculation of payment	
	Under 45 years	Over 45 years
Less than one year	Nil	2 weeks pay
One and less than two years	4 weeks pay	6 weeks pay
Two and less than three years	6 weeks pay	8 weeks pay
Three and less than four years	8 weeks pay	10 weeks pay
Four and less than five years	10 weeks pay	12 weeks pay
Five and less than six years	12 weeks pay	14 weeks pay
Six and less than seven years	13 weeks pay	15 weeks pay
Seven and less than eight years	14 weeks pay	16 weeks pay
Eight and less than nine years	15 weeks pay	17 weeks pay
Nine years and greater	16 weeks pay	18 weeks pay

2.8.1 Redundancy entitlements are inclusive of the NES and are calculated on the basis of the employee's ordinary-time earnings only and under no circumstances will any bonuses or allowances, whether actual or potential be included in any such payments. The obligation of Cairns Adventure Group to pay severance payment provided by this clause is subject to the exclusions, transfer of employment and right to be varied provisions of the NES.

2.8.2 Casual Employees will have no entitlement to redundancy benefits.

2.9 ABANDONMENT OF EMPLOYMENT

If an employee is absent from work for a continuous period exceeding three (3) working days without notification to Cairns Adventure Group, Cairns Adventure Group may follow the 'Abandonment of Employment' procedure as follows:

- (a) Cairns Adventure Group will forward to the employee a written notification that it proposes to terminate the Employee's employment by reason of abandonment. Such notification will be sent by post or email to the employee's last known residential or email address and will contain the name and telephone number of a Cairns Adventure Group representative to whom they should report.
- (b) Should the employee fail to contact Cairns Adventure Group on or before the seventh working day following the date of posting of the notification, the employee will be deemed to have abandoned their employment, with effect from the last day attended for duty.
- (c) In any case where it is noted that the employee has abandoned their employment, and it is subsequently found by the Employer that the absence and failure to notify Cairns Adventure Group was due to a reasonable cause, the employee will be reinstated for duty.

2.10 TRAINING AND EDUCATION

- 2.10.1 Employees in the position of River Guide shall hold a certificate of proficiency prior to employment.
- 2.10.2 River Guide training/work experience takes six weeks full time with an instructor and a further period as required to pass proficiency testing with clients. Employees shall demonstrate, as a precondition of their employment, that they are capable of safely conducting a rafting tour with paying passengers prior as a River Guide Employee.
- 2.10.3 Vocational arrangements shall be negotiated with prospective Employees during the selection process. Prospective Employees throughout the selection process shall have no expectation of employment with Cairns Adventure Group until they are qualified.
- 2.10.4 Such training/work experience as aforementioned shall neither be regarded as employer initiated training nor remunerated. Persons undergoing such training/work experience have the right to refuse such training/work experience. No employer/employee relationship is deemed to exist during such training/work experience.

Employer Initiated Training

- 2.10.5 New Employees shall receive on-the-job-training for such time, and in such manner, as the Employer determines (in its absolute discretion)_having regard to the experience, qualification, and role of each such Employee.
- 2.10.6 Employees shall undertake training as required by the Employer.
- 2.10.7 The Employer will pay outlays directly associated with Employer initiated training whether it is formal, internal, external and/or on-the-job.
- 2.10.8 Unless otherwise agreed, employees will volunteer their time for such employer initiated training therefore forfeiting any right to payment of wages for such attendance time.

Employee Initiated Training

- 2.10.9 Employees planning to undertake further training and/or personal development should discuss the matter with the Employer.
- 2.10.10 The Employer may consider reimbursing part or all of the costs associated with the training, in its absolute discretion, and provided that the training has relevance to the Employers current and/or future needs.
- 2.10.11 Should the Employer make the decision to reimburse training costs, payment will be made at the successful completion of each stage of the course/seminar. Employees will be required to submit a claim for the payment accompanied by receipts and successful completion certificates.
- 2.10.12 The Employer may require an Employee to enter into a written agreement documenting the terms on which any Employee-initiated training is funded by the Employer, provided such agreement contains no unlawful terms.

River Guides Training

- 2.10.13 Notwithstanding anything to the contrary in this Agreement, it is a fundamental

condition of employment that all Rafting Guides must attend and maintain records of attendance of sufficient ongoing training to satisfy the requirements of the Employer's Guide Training Policy.

- 2.10.14 Training records must be signed off by the Trainer at the end of each session. Any Guide who does not maintain the required standard of ongoing training may be stood down without pay until such standard is attained.
- 2.10.15 All Employees requesting to be employed as Rafting Guides must satisfy the Employer's minimum competency criteria before being rostered.
- 2.10.16 Those criteria will be determined as soon as possible through consultation between the Employer and Guides prior to being implemented.

Ongoing training to maintain Competency

- 2.10.17 All field staff are to partake in regular practical and written exams. These exams will include but not be limited to procedural questions on all tours. Practical exams will include river competency skills, knot tying, and rescue set up training. All field staff are required to attend First Aid refresher courses as requested by the employer. Should a field employee not attend these sessions or not maintain the mandatory qualification, they will cease to meet the genuine occupational requirements of their role and the procedures in clause 2.6, 2.7, and/or 2.16 may apply.
- 2.10.18 Such training is deemed an integral part of a guide's competency standard and a condition of employment, therefore at all times such training required by the employee will be unpaid time unless otherwise agreed by the employer.

2.11 MAINTENANCE OF QUALIFICATIONS/LICENSES

- 2.11.1 The Parties agree that Employees shall maintain all relevant qualifications and licenses at no cost to the Employer.
- 2.11.2 River Guide Employees shall at each six (6) months undertake the Cairns Adventure Group proficiency test to maintain the status of River Guide Employee.
- 2.11.3 Those Employees who do not pass the Cairns Adventure Group Proficiency Test shall in the first instance be offered re-training at no cost to the Employer.
- 2.11.4 Any field staff who are eligible to obtain a LR license (or higher) and hold a QLD Drivers Authority must do so during their employment.
- 2.11.5 Field staff are required to hold appropriate first aid certification during employment relevant to their current classification. Should the employee not obtain the relevant certifications externally at their own expense, within a time set out by the employer the employee maybe stood down.

2.12 MAINTENANCE OF UNIFORMS

- 2.12.1 Employees will be issued two (2) Cairns Adventure Group shirts applicable to their department.
- 2.12.2 Where the Employer requires the Employee to wear a Company Uniform the provision of the Uniform shall be in accordance with the most recent copy of the Uniform Policy.
- 2.12.3 Employees agree to maintain the Uniform at the Employee's cost to the standard as required by the Employer as per Uniform Policy.

- 2.12.4 In all cases of termination of employment, the Employee shall return the uniform to the Employer.
- 2.12.5 Where the uniform is not returned to the Employer, the Employees agree that the Employer may withhold an amount equivalent to the value of the uniform not returned from the Employee's final pay until such time as the company property is returned.
- 2.12.6 The employee is permitted to retain one uniform upon completion of their employment.

2.13 TIME AND WAGES RECORDS

Wages due will be paid by electronic funds transfer into the employee's nominated bank or other financial institution account.

Wages will be paid weekly and (subject only to Public Holiday delays) be deposited no later than close of business on the next day following the end of the relevant pay period. Employees will receive their pay slips on a weekly basis as soon as practicable on or after pay-day.

Particulars of payment to each employee will be provided in a statement issued to the employee at the time payment is made and will contain information as required by regulation or under The Fair Work Act 2009.

In accordance with statutory requirements, the Employer shall keep or cause to be kept a time and wages record for each employee. The employer will provide access to these records to the employee if requested. Upon termination, employees who use a Company email or access payslips electronically in the Employer's portal, will be provided electronically or in hard copy, all pay slips upon request.

Employees shall fully and accurately complete a time sheet on each day worked.

2.14 CONTINUOUS IMPROVEMENT

Cairns Adventure Group and employees are committed to continuous improvement in all areas of the business to improve the overall business performance and competitiveness of Cairns Adventure Group. It is intended that a range of initiatives are developed and implemented during the life of this Agreement that improve Cairns Adventure Group.

Such initiatives may include (but are not limited to) the following:

- (a) Improvement in product quality
- (b) Improvement in customer responsiveness and satisfaction
- (c) Expansion of sites
- (d) Improvement in process efficiency
- (e) Improvement in information flow and accuracy
- (f) New shift arrangements.
- (g) New methods of work organisation and management systems
- (h) Introduction of new technology

Parties are committed to implementing continuous improvement initiatives in a consultative manner. The outcomes of these initiatives will be assessed and measured on an annual basis so that the parties are satisfied that the desired changes are being achieved.

2.15 MULTI-SKILLING AND HIGHER DUTIES

- 2.15.1 In recognition of the operational and efficiency requirements of the employer, and to create more varied and interesting work, it is a condition of employment that Employees may be requested to perform duties and functions for which they have the skills and training to perform.
- 2.15.2 As the training and skills of Employees increase, additional tasks and functions may be required to be performed subject to the operational needs of the Employer.
- 2.15.3 Employees performing higher grade duties will be paid the higher rate of pay for the time they perform those higher grade duties. All work performed by an employee at the higher grade will be recorded on the time and wages sheet.
- 2.15.4 If an Employee is cross-trained in higher grade duties, they will be paid their ordinary (lower) rate until they are (1) deemed competent in those higher grade duties and (2) appointed to the higher position. An Employee will ordinarily be deemed competent in the higher position once they are rostered to perform the higher grade duties in accordance with the Duty Statement for that higher position without the supervision of a Certifier.
- 2.15.5 If an Employee requests the opportunity to cross-train in another Duty they may do so with the consent of the Employer, but such cross exposure will take place outside their normal rostered hours of work and shall not be regarded as time worked for pay/accrual purposes nor as overtime.
- 2.15.6 To recognise the changing skill level in a position a new Position Description may be required to identify the new duties and responsibilities. All Position Descriptions are to be assessed to ensure that the correct classification has been awarded.

2.16 STAND DOWN PROVISIONS

- 2.16.1 In addition to the provisions of Chapter 3 - Part 3-5 of the Fair Work Act 2009 (Cth), the Employer will, when standing down Employees:
 - (a) Pay Employees who report for work and perform duties at the Employer's direction;
 - (b) Not pay Employees who do not report for work; and
 - (c) Not pay Employees who report for work and are sent home, provided that such Employees may upon request access part or all of their accrued annual leave entitlement during the stand down period.
- 2.16.2 For the purposes of this clause a stand down period is a temporary period where the Employer due to circumstances beyond its control cannot usefully employ an Employee (for example, but without limitation, cyclonic or flood conditions prevent access to work, or cause a shutdown of part or all of the Employers operations) and can stand down an Employee without pay.
- 2.16.3 The Employer will notify employees within a reasonable time of receipt of:
 - 2.16.3.1 notice of River shutdowns from Clean Co. QLD or other appropriate Authority; or
 - 2.16.3.2 notice of any other event, matter, or circumstance capable of giving rise to the standing down of an employee or employees under this clause, or under part 3-5 of the Act.

2.17 LOG BOOKS

It is recommended that every Rafting Guide shall complete a personal logbook recording where applicable trips undertaken, water levels, duties on the day, any noteworthy incidents and trips to date on each river.

2.18 CODES OF PRACTICE/CODE OF CONDUCT

All employees shall be provided with access to a copy of any applicable Workplace Health and Safety or similar Code/s of Practice and/or Advisory Standards, and shall be required to perform their duties in accordance with such Code/s of Practice and/or Advisory Standards. The Employer shall be responsible to ensure that its internal procedures comply with any such Code/s of Practice and /or Advisory Standards.

2.19 PAYMENT OF SPECIFIED TOURS

The parties agree that subject to the following paragraph the Tours as specified in the preceding schedule shall be paid for the hours as specified in the schedule at the employees' ordinary hourly rate of pay. The hours specified are exclusive of unpaid break times. The parties acknowledge that the specified tour hours may be slightly more or less from time to time for which no adjustment to payment will result.

The parties further agree that due to the nature of the industry it may be necessary to review the specified tour times and make the necessary variations during the term of this agreement. In addition, the parties agree that flexibility should exist for the addition of additional tours should the necessity dictate during the term of the agreement.

When a trip finishes outside the normal trip times due to factors outside the guides' control (e.g. Daintree River ferry problems, bus breakdowns). In such instances the additional hours worked will be paid upon completion Cairns Adventure Group's overtime application request form.

An additional fixed rate will apply for Trip Leaders, as prescribed in the schedule below, and will be paid in addition to the relative shift.

When a Barron River Rafting Trip exceeds 50 passengers, an additional amount will be paid, in accordance with the below schedule.

Some pick-up locations for specific tours will be entitled to an additional hourly payment, prescribed in the schedule below.

<u>Name Wage Category</u>	<u>No. hrs/category</u>
Base Hourly	1.00
Barron 50+ (Bus Driver & hosts)	0.50
Barron BU	5.00
Barron Photo	5.00
Barron meet at lake	3.00
Barron Truck crew	5.00
Barron Trip Lead	per tour fixed rate \$20
Bus Cleaning Level 1 (all sizes)	Per bus fixed rate \$14.50
Bus Cleaning level 2 (all sizes)	Per bus fixed rate \$20.00
Cape Trib Day Tour town	12.50
Cape Trib Southside	0.25
Cape Trib Returns	8.00

Cape Trib Up Transfer	8.00
Fama	5.00
Fama Trip Lead	per tour fixed rate \$20
Northern Delights	10.25
Russell Cairns Guide	9.00
Russell Mission Beach Guide	7.50
Russell River Meet Guide	5.00
Russell Trip Lead	per tour fixed rate \$30
Tropical Highlights	10.25
Tubing (paid hourly)	1.00
Tubing Trip Lead	per tour fixed rate \$10
Tully Cairns Driver	12.00
Tully Cairns Guide/ Photographer	10.00
Tully Guide Feluga	7.50
Tully Mission Beach Driver	0.75
Tully Trip Lead	per tour fixed rate \$30
Waterfall Wanderers Town	11.00
Waterfalls NB Trinity	0.75
Waterfalls NB Palm Cove	1.00
Waterfall Wanderers Charter	10.00
Waterfalls Splash & Slide	7.50

PART 3 - DEFINITIONS AND REMUNERATION

3.1 DEFINITIONS

(a) **Full Time Employee**

A Full Time Employee is a person engaged for not less than an average of thirty-eight (38) hours per week over a period of 52 weeks per year.

(b) **Part Time Employee**

A Part Time Employee is a person engaged as such to work less than an average of thirty-eight (38) hours per week over a period of 52 weeks. A Part Time Employee shall have access to pro rata entitlements.

(c) **Casual Employee**

A Casual Employee is anyone engaged to work as required, on the terms set out in section 15A of the *Fair Work Act 2009* (Cth), and who is paid by the hour for work performed.

(d) **Fixed Term/Task Employee**

A Fixed Term/Task Employee is a person engaged as such to perform a specific task or for a specific term, where the terms of employment including commencement and termination dates are agreed prior to the commencement of the engagement and where there can be no expectation of continuing employment. A Fixed Term/Task Employee may be engaged on Full time, Part time, or Casual conditions in accordance with this Agreement.

(e) **All Inclusive Hourly Rate**

The All Inclusive Hourly Rate incorporates all award conditions entitlements and

allowances.

(f) **Trainees**

A Trainee is an Employee engaged to work under supervision and who has limited experience, knowledge, qualifications and/or competencies/skills to perform the tasks required for that position. An Employee who is engaged as a Trainee under a government sponsored, approved or administered training or apprenticeship scheme shall not be subject to the terms of this Agreement.

3.2 CLASSIFICATIONS

Progression between Pay Points within Classification Levels.

The low pay point will be entry point into a Classification Level. Appointees may be appointed to a higher pay point within a Classification Level in recognition of documented skills, experience or qualifications.

Movement to a higher pay point within a Classification Level may occur after 12 months but is not automatic. Progression is dependent on the Employee participating in the performance and development process, meeting or exceeding all requirements in the performance review process and maintaining good conduct.

Where the employee performance review has occurred and the employee is recommended to receive an incremental increase, this will be applied.

Where the employee is participating in a formal performance management process, the employee will not progress to a higher increment. The improvement plan must include clear and achievable objectives and a date for review.

When the high pay point within a Classification Level has been reached, an Employee may only enter a higher Classification Level by promotion/ transfer to another role. Where an employee disagrees with the outcome of a review, the employee or the manager may escalate the issue within the organisational structure.

Level 1 (New employee, less than 1 year)

Employees at this level include initial recruits who have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

- directing telephone callers to appropriate staff
- relaying internal information
- greeting visitors
- maintaining basic records
- booking confirmations and cancellations
- liaise and assist with operations
- customer aftercare inclusive of photo distribution

Level 2 (Over one (1) year of continuous service)

- This level caters for employees who have had sufficient experience or training to enable them to carry out their assigned duties under general direction.
- Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.

- Employees at this level may be required to check the work or provide guidance to other employees at a lower level or provide assistance to less experienced employees
- Arrange routine travel bookings and itineraries or make appointments

Level 3 (Two years' experience)

- Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.
- Employees at this level require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.
- Employees at this level may be required to give assistance or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and should be able to train such employees by means of personal instruction and demonstration.

Level 4 (Team Leader ability)

- Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice or information to the organisation and clients in relation to specific areas of their responsibility.
- Employees at this level require only limited guidance or direction and would normally report to more senior staff as required.
- A principal feature, but not a requirement, of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordination of work flow, checking of progress, quality of work and resolving problems.
- Employees at this level are responsible for setting the standard for lower level employees and being accountable for team performance through continuous improvement and measurable key performance indicators.

RIVER GUIDE LEVELS

Level One Guide

- A guide who has passed a Cairns Adventure Group Guides training course or equivalent approved by management.
- Water based Tour Guide must hold following First Aid Certificates (or international equivalent or higher qualification):
 1. HLTAID011 - Provide First Aid;
 2. HLTAID009 - Provide Cardiopulmonary Resuscitation; and
 3. HLTAID007 - Provide Advanced Resuscitation.

Level Two Guide

- Guide must hold all competencies of Level One Guide.
- Minimum of 6 months of commercial guiding time.
- Cairns based River Guides must be a River Tubing Guide.
- Guide must hold a Light Rigid Driver licence or higher.
- If a guide is over 21 years of age, they must hold a Queensland Drivers Authorisation.
- A Level Two guide may be a Tubing Trip leader with a minimum of 30 trips as a commercial guide and hold a LR licence + QLD Drivers Authorisation.

- A Level Two river guide may be a Trip Leader. A guide must have completed a minimum of 75 rafting trips as a commercial guide prior to becoming a Trip Leader (in accordance with International Rafting Federation Guidelines).
- Cairns based River Guides must be competent photographers for the Barron River Rafting Tour.
- Cairns based guides holding a LR licence + QLD Drivers Authorisation must be a competent Cape Tribulation guide.
- A Level Two guide may be a Tully River Guide/ Photographer.

Level Three Guide

- Guide must hold all competencies of Level Two Guide.
- Water based guide must be a River Tubing Trip Leader.
- Guide must be a Barron River Trip Leader.
- Minimum of 12 months of commercial guiding time.
- A Level Three Tully Guide must be able to perform Photographer role and hold a LR licence + QLD Drivers Authorisation.

Level Four Guide

- By appointment of management only.
- Guide must hold all competencies of Level Three Guide.
- Guide must hold a Medium Rigid Driver Licence.
- Water based guides must be a Tully River Rafting Guide + competent Tully River Rafting photographer (unless approved by management).
- Guide to be qualified as a Swiftwater Rescue Technician.
- Guide to hold HLTAID005 - Provide First Aid in Remote Situations or international equivalent.

Level Five Guide

As in Level Four guide with a MR Driver Licence. Guide is to be qualified as a Swiftwater Rescue Technician II and possess the necessary skills, qualifications and experience to assist and/or relieve the General Manager. Progression to this level is by appointment only.

BUS DRIVER GUIDE LEVELS

Level One Guide

- Guide has completed Cairns Adventure Group's Rainforest Guide training program or equivalent approved by management.
- Guide can perform the role of Cape Tribulation / Daintree tour guide.
- Guide must hold a Light Rigid driver's license or higher
- Guide must hold a Queensland Drivers Authorisation

Level Two Guide

- Guide must hold all competencies of Level One Guide
- Minimum of 6 months of commercial guiding experience
- Guide must hold a Medium Rigid driver's license or higher
- Guide can perform the role of all rainforest tours operated by Cairns Adventure Group including Waterfall Wanderers, Waterfall Wanderers Splash and Slide, Northern Delights, Tropical Highlights and private chartered tours

Level Three Guide

- Guide must hold all competencies of Level Two Guide
- Minimum of 12 months of commercial guiding experience
- Guide is able to train and assess

Bus Driver Levels

1. Entry level Cape Trib Waterfalls driver LR DA
2. Cape Trib, Waterfalls , charter, cruise ship driver guide MR license DA
3. Experienced and capable of all bus tours at CAG, can train and assess.

3.3 REMUNERATION

For all hours worked in accordance with Part 4 of this Agreement, the following minimum rates of pay shall apply:

Amusement, Events and Recreation Award 2020 Guide Levels

Guide Level	Flat Rate	Casual Rate (Mon - Fri Only)	Inclusive Rate	Inc Casual Rate
Introductory	23.46	29.32	28.15	34.01
Level 1	24.10	30.13	28.92	34.95
Level 2	24.98	31.23	29.98	36.23
Level 3	25.80	32.25	30.96	37.41
Level 4	27.17	33.96	32.60	39.40
Level 5	28.02	35.03	33.63	40.63

Clerks Private Sector Award 2020

Office Staff	Flat Rate	Casual Rate (Mon - Fri Only)	Inclusive Rate	Casual Rate
Level 1 Year 1	24.87	31.09	29.84	36.06
Level 1 Year 2	26.05	32.56	31.26	37.77
Level 1 Year 3	26.85	33.56	32.22	38.93
Level 2 Year 1	27.17	33.96	32.60	39.40
Junior Rates	Flat Rate	Casual Rate (Mon - Fri Only)	Inclusive Rate	Casual Rate
20 yrs	22.38	27.98	26.86	32.45
19 yrs	19.90	24.87	23.87	28.85
18 yrs	17.41	21.76	20.89	25.24

Marine Tourism and Charter Vessels Award 2020

Level/ Position Title	Description of Duties	Permanent Rate	Casual Rate
Level 1: Deckhand	<ul style="list-style-type: none"> • General Deckhand Duties • Preparing Hire Boats • Hire Boat Briefings • Cleaning Duties • Minor Maintenance • Assisting with preparing and loading Jet Boat Passengers • Assisting with Vessel lines and docking • Basic Reservations • Restocking fridges and merchandise • Fuel Runs • Refueling Vessels 	\$25.74	\$32.18
Level 2: Inlet Tour Skipper – Coxswain	Operating Fitzroy 1 River Cruise (includes all duties of Level 1)	\$28.01	\$35.01
Level 3: Jet Boat Skipper	Operating Jet Boat Tours (includes all duties of Level 1 & 2)	\$32.01	\$39.01
Level 4: Team Leader	By Management appointment (includes all duties of Level 1, 2 & 3)	\$36.01	\$43.01

3.4 WAGE INCREASES DURING LIFE OF AGREEMENT

All Employees bound by this Agreement, on the first pay period after 1 July annually shall receive the percentage increase to each Employees normal pay, as that increase as handed down by the Fair Work Commission in the National Minimum Wage Adjustment, effective from the 1 July for that year.

Any adjustments in the relevant Awards referenced in this agreement arising from National Wage Case decisions during the term of this Agreement will be incorporated into the applicable hourly rates with effect from the date that such adjustment comes into effect. Such adjustments will be calculated as follows:

New Flat Hourly Rate = Wage case adjustment + current Flat Hourly Rate 38 Hours.

New All Inclusive Hourly Rate = New Flat Hourly Rate x 1.2

New Casual All Inclusive Hourly Rate = New All Inclusive Hourly Rate x 1.08

3.5 SUPERANNUATION

In accordance with the *Superannuation Guarantee Act 1992* the Employer and the Employees mutually agree that the Sunsuper Superannuation Fund is the preferred Fund provider and the Employer undertakes to make contributions calculated on ordinary time earnings in accordance with legislative requirements.

PART 4 – HOURS OF WORK

Clerks Private Sector Award 2020

Ordinary hours of Work **Full Time Employees**

Each of the following is a full-time employee:

- (a) an employee who is engaged to work 38 ordinary hours per week ; or
- (b) an employee who is engaged to work the number of ordinary hours (fewer than 38) per week that is considered full-time at the workplace by the employer.

NOTE: The number of ordinary hours worked per week by a full-time employee may be averaged over a period of up to 4 weeks or over an agreed roster period

Ordinary hours of Work **Part-time employees**

A part-time employee is an employee who is engaged to work for fewer ordinary hours than 38 per week (or the number mentioned in clause 9.1(b) (Full-time employment)) on reasonably predictable basis.

At the time of engaging a part-time employee, the employer and employee must agree in writing on all of the following:

- (a) the number of hours to be worked each day; and
- (b) the days of the week on which the employee will work; and
- (c) the times at which the employee will start and finish work each day.

Ordinary hours of **Casual employees**

The maximum number of ordinary hours that can be worked in a week is:

- (a) an average of 38 hours over a 4 week period; or
- (b) an average of 38 hours over a roster period, not exceeding 12 months, as agreed between an employer and the majority of employees concerned.

The maximum number of ordinary hours that can be worked in any day is 10, including paid breaks.

The following rostering arrangements apply to an employee who works ordinary hours on shiftwork:

- (a) a maximum of 6 shifts can be worked over the period of a week; and
- (b) a Sunday may be included.

Changes to the times at which the employee will start and finish a shift may be made:

- (a) by the employer giving the employee at least 7 days' notice of the change; or
- (b) at any time by the employer and employee by mutual agreement.

Amusement Events and Recreation Award 2020

Ordinary hours **Full Time and Part Time employees**

The ordinary working hours for a full-time employee will not exceed an average of 38 hours per week in accordance with a roster that conforms with one of the following:

- (a) 38 hours in one week;
- (b) 76 hours in 2 weeks;
- (c) 114 hours in 3 weeks; or
- (d) 152 hours in 4 weeks.

The ordinary hours of work for full-time and part-time employees will not exceed 8 on any one day unless otherwise agreed in accordance with Clauses 1.1 or 1.2.

1.1 By mutual agreement between the employer and the majority of employees involved the ordinary working hours may exceed 8 up to a maximum of 10 on any one day.

1.2 The employer and an individual employee may agree in writing to work shifts of up to 12 hours on any one day.

1.3 Ordinary working hours for full-time employees will be worked continuously, except for meal breaks, on not more than 20 days in a 28 day period on any day of the week (Monday to Sunday)

Ordinary hours of work **Casual employees**

A casual employee may be engaged to work not more than 38 ordinary hours per week from Monday to Sunday.

A casual employee will be engaged for a minimum of 3 hours' work or receive a minimum payment of 3 hours per engagement, except where the parties otherwise mutually agree.

Marine Tourism and Charter Vessels Award 2020

Ordinary hours—Non-overnight Charter Employees

For Non-overnight Charter Employees the ordinary hours:

- (a) must not exceed 38 hours per week averaged over a period of 12 months;
- (b) must be a minimum of 2 hours and a maximum of 12 hours on any one day within the spread of hours prescribed in clause 13.2(c) ; and
- (c) may be worked on any day of the week Monday to Saturday between the hours of 6.00 am and 2.00 am the next day or during any other 6 day period in any week mutually agreed upon between an employer and an employee and of which period the employer has given at least 14 days' written notice to the employee.

Full-time employees

Any employee not specifically engaged as being a part-time or casual employee is, for all purposes of this award a full-time employee, unless otherwise specified in this award.

Part-time employees

An Overnight Charter Employee or Non-overnight Charter Employee may be engaged to work on a part-time basis.

A part-time employee:

- (a) is engaged to work an average of less than 38 ordinary hours per week; and
- (b) has a regular pattern of hours; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

A part-time employee must be engaged for a minimum of 2 consecutive hours a day. In order to meet their personal circumstances, a part-time employee may request, and the employer may agree to, an engagement for less than the minimum of 2 hours.

Ordinary hours **Casual employees**

The employer must specify the likely days the employee will be required to work.

4.1 CASUAL CONVERSION

Cairns Adventure Group will make an offer of permanent employment to a casual team member where the casual team member: Has more than 12 months continuous service; and during at least the last 6 months of that period, the team member has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the team member could continue to work as a full time team member or a part time team member.

The offer will be in writing and be an offer to convert the casual employee to a full time employee, where the employee has worked equivalent to full time hours during at least the previous 6 months of that period; or to a part time employee, where the employee has worked less than the equivalent to full time hours during at least the previous 6 months of that period.

The offer will be made in writing within 21 days after the end of the employee's first 12 months of service. Cairns Adventure Group is not required to make an offer to a casual employee if there are reasonable grounds, either known or reasonably foreseeable, to not make the offer. The reasonable grounds include but are not limited to (i) the employees' position will cease to exist in the period of 12 months after the time of deciding not to make the offer, (ii) the hours of work which the employee is required to perform will be significantly reduced in the next 12 months; or there will be a significant change in either or both of the days or times the team member's work is required to be performed which cannot be accommodated within the days or times the team member is available to work.

Within 21 days of the end of the employees first 12 months of service, Cairns Adventure Group will give written notice to the team member where Cairns Adventure Group determines not to make an offer to a casual employee; or where the employee has been employed for 12 months but does not meet the requirements. The notice will advise the employee that Cairns Adventure Group will not be making an offer and will include details of the reasons.

A casual employee may make a request to convert to permanent employment. Cairns Adventure Group will consider and respond to the request. Where a casual employee is successful in applying for casual conversion, the employee will be offered the part time employee minimum contracted ordinary hours that are most equivalent to the casual employee's regular pattern of work in the preceding 12-month period.

4.1 ALLOCATION OF WORK

- (a) Work shall be allocated to best suit operational requirements.
- (b) Cairns Adventure Group will ensure that the total hours do not exceed any legislative limits.
- (c) The Employer may to allocate work to qualified Employees as required.
- (d) The Employer may out-source work as required, based on economic considerations and to

meet customer expectations.

ADDITIONAL HOURS

The Parties to this Agreement recognise that Employees may seek to work hours in excess of the ordinary hours as defined in clause 4.1, clause 4.2 and clause 4.3, in such circumstances the Employee may request in writing to work Additional Hours as long as those Additional Hours are in accordance with all relevant legislation.

- (a) Employees who wish to work Additional Hours shall make such a request in writing to the Operations Manager. The Employer may not approve Additional Hours where there is low customer demand and/or where the Employee is not able to demonstrate the competencies required by the Employer.
- (b) Additional Hours shall be paid at the employee's ordinary all-inclusive hourly rate in accordance with clause 3.3.
- (c) Additional Hours also include when a trip finishes outside the normal trip times due to factors outside the guide's control (e.g. Daintree River ferry problems, bus breakdowns). In such instances the additional hours worked are to be approved by management.

4.2 STANDBY

Employees requesting additional work when not rostered on will be placed on stand-by and be given preference to work should availability increase. Employees are either rostered on, on stand by, or off. There is no remuneration for employees on stand-by.

PART 5 - LEAVE

5.1 ANNUAL LEAVE

Full Time and Part Time Employees shall accrue Annual Leave as defined below at the end of each year of completed service paid at the All Inclusive Hourly Rate or the applicable Flat Hourly rate in the case of other Employees as contained in this Agreement. Annual Leave shall be exclusive of any statutory (public) holiday that may occur during the period of such Leave. Casual Employees shall have no entitlement to Annual Leave. Leave for other categories of Employees shall be as agreed at the commencement of employment.

Annual Leave shall accumulate at the rate of 0.0769 hours for each ordinary hour worked (up to an average of 38 hours per week) and will be payable either on the taking of the leave or on termination of employment with the Employer. Annual leave entitlements shall be capped at a maximum of 4 weeks per year for full time Employees and pro-rata of 4 weeks for part time Employees.

The Employer shall give Employees at least four (4) weeks prior notice should the Employee be required to take Annual Leave. Annual Leave shall otherwise be taken at such times as are agreed between the parties, subject to the Employer's operational requirements.

The Employer will maintain and display at head office a calendar of peak operational periods when Annual Leave requests will generally not be granted.

5.2 PERSONAL / CARERS LEAVE

Every Full Time Employee will become entitled up to ten (10) days of personal leave for each

completed year of continuous service with the Employer payable at the relevant pay rate.

All Part Time Employees shall have an entitlement to pro rata personal leave based on average hours worked.

All personal leave will accumulate on the basis of 5.8462 hours per four (4) weeks worked up to a maximum of 76 hours in any one year.

The Employee will be entitled to payment for seven point six (7.6) hours per day (or part thereof) for any absence from work if all of the following conditions are met:

- (a) The Employee notifies the Employer at a reasonable time prior to the scheduled commencement of their shift of their absence;
- (b) any absence exceeding one day, the Employee must produce a certificate from a duly registered health practitioner (in relation to the area of practice) or a statutory declaration at the Employers approval, specifying the Employee is unfit for work during the period of absence because of personal illness or injury.; and
- (c) the Employee has accrued the necessary personal leave entitlements.

Personal leave will be cumulative. Personal/carer's leave is not payable on the termination of an Employee's employment.

Personal leave will not be payable during any period which the Employee is entitled to or is receiving compensation for an injury under the Workers Compensation and Rehabilitation Act (QLD) 2003.

Full Time Employees and Part Time Employees shall have an entitlement to paid Carer's Leave or unpaid Carers Leave per occasion, as follows:

- (a) When an Employee is required to provide care or support to a member of the Employee's immediate family or household member who requires care or support as they are sick or injured or has an unexpected emergency.
- (b) The following are members of an Employee' s immediate family:
 - (i) a spouse, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse of the Employee. Should the Employee have the accrued hours, paid Carer's Leave taken shall not exceed ten (10) days in any one year.

5.3 COMPASSIONATE LEAVE

Full Time Employees and Part Time Employees shall have an entitlement to paid Compassionate Leave, as follows:

- (a) Employees shall be entitled to two (2) days compassionate leave per occasion when a member of the Employees' immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life or an immediate family member or household member dies. The two (2) days may be taken in a single unbroken period of two (2) days or two separate periods of one (1) day as agreed by the Employer and the Employee.

Compassionate/bereavement leave is not payable on the termination of an Employee's employment.

5.4 PEAK LOADING PERIODS

Cairns Adventure Group experiences periods of peak customer demand, therefore Employee applications for annual leave between these periods will not be approved unless exceptional circumstances prevail.

Between peak loading periods, the Employer and the Employee may mutually agree to a time for the Employee to take any annual leave entitlements owing. If there is no mutual agreement and the Employee has accrued in excess of 304 hours annual leave, then the Employer can give the Employee 14 days' notice in writing to take annual leave.

5.5 JURY SERVICE

The Employee shall notify the Employer as soon as possible of the date upon which he/she is required to attend for Jury Service. The Employee shall provide the Employer proof of attendance, the duration of the attendance and the amount of payment received in respect of attendance for Jury Service.

Should the Employee be required to attend for Jury Service during work hours the Employer shall make up the difference in pay, on the following basis: -

- (a) Full Time Employees - make up pay based on the equivalent of 7.6 hours at the All-Inclusive Hourly Rate.
- (b) Other Employees - make up pay based on the equivalent of their normal hourly rate of pay.

5.6 LONG SERVICE LEAVE

All Employees are entitled to long service leave in accordance with the relevant State legislation at the applicable hourly Ordinary Time Rate of Pay outlined in this Agreement. For Casual Employees, where relevant, their entitlement will include the applicable casual loading.

5.7 FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave is provided for in the NES.

5.8 PUBLIC HOLIDAYS

The following are Public Holidays:

- (a) Each of these days:
 - (i) 01 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Good Friday;
 - (iv) Easter Monday;
 - (v) 25 April (Anzac Day);
 - (vi) Labour Day (first Monday in May)
 - (vii) King's Birthday (first Monday in October)
 - (viii) 24 December 6.00pm – Midnight (Christmas Eve)

- (ix) 25 December (Christmas Day);
 - (x) 26 December (Boxing Day);
- (b) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a Public Holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations counting as a Public Holiday.

PART 6 – CHANGE CONSULTATION

Major change

This Term applies if Cairns Adventure Group:

(a) has made a decision, in principle, to introduce major changes in structure relating to its enterprise and the changes are likely to have significant effects on Employees. Cairns Adventure Group shall notify the Employees as soon as practicable in writing who may be affected by the proposed changes of its decision to introduce major change in accordance with this sub-clause.

(b) The relevant Employees may appoint a representative for the purpose of consultation. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purpose of consultation and the Employee or Employees advise Cairns Adventure Group of the identity of the representative, Cairns Adventure Group will recognise the representative.

c) A major change is likely to have a significant effect on Employees if it results in termination of employment of Employees, major changes in the composition, operation or size of the Company's workforce or in the skills required of Employees, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. For the avoidance of doubt, a change that results in a single position redundancy is not a major change for the purposes of this clause.

Cairns Adventure Group's obligation to discuss change

Cairns Adventure Group shall discuss with the Employees affected and their representatives, the introduction of the changes, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and their representatives in relation to the changes.

The discussions with the Employees affected and their representatives shall commence as early as practicable after Cairns Adventure Group has made its decision under this clause. For the purposes of such discussion Cairns Adventure Group shall provide in writing to the Employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on Employees and any other matters likely to affect Employees provided that Cairns Adventure Group shall not be required to disclose confidential information the disclosure of which would not be in Cairns Adventure Groups' best interests.

Cairns Adventure Group's obligation to mitigate effects

Cairns Adventure Group shall take reasonable steps where practicable to mitigate the adverse effects of change upon Employees. In addition to the above, the Company will consult with affected Employees on the implementation of the change.

Cairns Adventure Group shall remain open to and genuinely consider any proposal or options put forward by the Employees or their representative. Cairns Adventure Group will provide the affected Employees with an opportunity to provide any feedback relating to the impact of the major change, for a period no greater than one month post the implementation of the major change.

NO EXTRA CLAIMS

This Agreement will cover all matters or claims regarding the employment of the employees. The parties agree that during the term of this Agreement there will not be any claims made by the parties for changes that impact the wages and working conditions except as provided for in this Agreement and the relevant award.



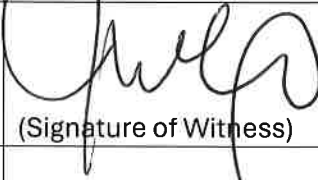
However, this clause shall not limit the rights and obligations of the parties parties as provided for elsewhere in this Agreement (for example, Continuous Improvement)

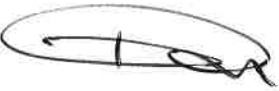
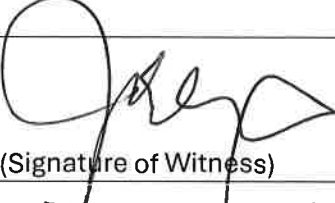
NES MINIMUM STANDARDS

This Agreement incorporates the NES.

Where there is inconsistency between the terms of this Agreement and the terms of the NES, the NES will prevail except where a specific term of the Agreement is more beneficial and/or, where it is allowable under the NES

PART 7 SIGNATORIES



Signed for and on behalf of: Cairns Adventure Group (ABN 72 0611 915 17) 36-38 O'Keefe Street Cairns QLD 4870	Witness: In the presence of 
	
(Signature of Employer)	(Signature of Witness)
RODERIC. A. REES	JENNIFER SPRY
(Name of Signatory)	(Name and Address of Witness)
DIRECTOR	HR ADVISOR
(Title of signatory)	(Title of Witness)
28/10/24	28/10/24
(Date of Signing)	(Date of Signing)

Signed for and on behalf of the Employee Representatives of the Employer Danielle Kingston	Witness: In the presence of
	
(Signature of Employee)	(Signature of Witness)
Sales Team Leader	JENNIFER SPRY HR ADVISOR
(Name of Position of signatory)	(Name and Position of Witness)
28/10/24	28/10/24
(Date of Signing)	(Date of Signing)
36-38 O'Keefe St. Cairns.	36-38 O'KEEFE ST. CAIRNS
(Address)	(Address)

Signed for and on behalf of the Employee Representatives of the Employer	Witness: In the presence of
(Signature of Employee)	(Signature of Witness)
(Name of Position of signatory)	(Name and Position of Witness)
(Date of Signing)	(Date of Signing)
(Address)	(Address)

Signed for and on behalf of the Union Representatives of the Employees as a member of the Australian Workers Union (AWU)	Witness: In the presence of
(Signature of Employee)	(Signature of Witness)
(Name of Position of signatory)	(Name and Position of Witness)
(Date of Signing)	(Date of Signing)
(Address)	(Address)

Signed for and on behalf of the Employee Representatives of the Employer	Witness: In the presence of
(Signature of Employee)	(Signature of Witness)
(Name of Position of signatory)	(Name and Position of Witness)
(Date of Signing)	(Date of Signing)
(Address)	(Address)

Signed for and on behalf of the Union Representatives of the Employees as a member of the Australian Workers Union (AWU)	Witness: In the presence of
	
(Signature of Employee)	(Signature of Witness)
Stacey Schinnerer Queenstand Branch Secretary	Jeehan Habibs Admin Assistant
(Name of Position of signatory)	(Name and Position of Witness)
8 th November 2024	8 th November 2024
(Date of Signing)	(Date of Signing)
Level 13, 333 Adelaide St, Brisbane QLD 4000	Level 13, 333 Adelaide St, Brisbane QLD 4000
(Address)	(Address)