

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**SKYRAIL RAINFOREST CABLEWAY EMPLOYEES' AWARD - 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Skyrail Rainforest Cableway Employees' Award 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Skyrail Rainforest Cableway Employees' Award 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**SKYRAIL RAINFOREST CABLEWAY EMPLOYEES' AWARD - 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Skyrail Rainforest Cableway Employees' Award 2003.

**1.2 Arrangement**

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### 1.3 Date of operation

This Award takes effect from 14 July 2003.

### 1.4 Definitions

1.4.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.4.2 "Commission" means the Queensland Industrial Relations Commission.

1.4.3 'Union' means The Australian Workers' Union of Employees, Queensland, The Electrical Trades Union of Employees, Queensland and the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

## **1.5 Parties bound**

This Award is legally binding upon the employees of Skyrail Rainforest Cableway and the Unions and their members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

2.1.4 Skyrail will establish consultative mechanisms and procedures via the Skyrail Focus Group, that will comprise of one elected representative from each Department, all Departmental Managers/Supervisors, the General Manager and a representative from the relevant Union.

2.1.5 The purpose of the Focus Group is to facilitate the efficient operation of the enterprise according to its own particular needs

2.1.6 Where an agreement is reached at Skyrail through these consultative mechanisms, and where the agreement requires the Award to be amended, an application to amend may be made to the Commission. The agreement shall be made in writing, and given to all employees at Skyrail and the relevant Unions.

2.1.7 The agreement shall meet the following requirements to enable the Commission to amend this Award:

(a) That the purpose of the agreement is to make Skyrail operate more efficiently according to its particular needs;

(b) That the majority of employees covered by the Award genuinely agree to it, provided that such agreement does not unreasonably disadvantage any of the groups against whom discrimination is prohibited under the *Anti-Discrimination Act 1991*;

(c) That the Award amendment necessitated by the agreement meets the requirements of the "no-disadvantage" test set out at section 146(2) and (3) of the *Industrial Relations Act 1990*.

2.1.8 The Commission may amend the Award only if it is satisfied that the amendment would not disadvantage employees in relation to their employment.

2.1.9 An amendment disadvantages employees in relation to their employment conditions only if:

(a) it would result in a reduction of the employees entitlements or protection under the Award; or

(b) in the context of their employment conditions considered as a whole, the Commission considers that the reduction is against public interest.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Keeping Skyrail employees informed**

3.1.1 For this Award to be implemented effectively and for Skyrail to operate efficiently, it is essential that communication between employees and Skyrail is open and frank. To achieve this, regular staff meetings will be held to discuss operational aspects of jobs and means to overcome obstacles to superior service and operation.

- 3.1.2 In addition, individual employees and their Union or other representative are welcome to discuss any issue of concern with the management of Skyrail.
- 3.1.4 In addition to the regular staff meetings, Skyrail will also provide a staff handbook which clarifies many policy and procedural aspects of working at the Skyrail and will also form part of all Skyrail employees contract of employment.

### **3.2 Workplace changes**

- 3.2.1 Skyrail is committed to maximising the effectiveness of the business by ensuring that it is responsive to customer needs and sensitive to changes in the market and operational needs. This will ensure the ongoing success of Skyrail and benefit both the employees and Skyrail. This will mean that from time to time it may be necessary to make changes to procedures or policies. When these changes are to occur, the following procedure will be used:
- (a) Employees will be fully informed of the proposed changes and the likely impact on how their jobs are performed, including entitlements under this Award. All aspects of the proposed change will then be discussed openly with employees.
  - (b) Where an employee will be disadvantaged as a result of any change, all options will be canvassed to minimise the impact of the proposed change. However, in determining this issue, the operational needs of the business will be a significant determinant in the decision making process.
- 3.2.2 Changes may also be necessary to ensure that the business operation is flexible. Where changes are to occur for the purposes of flexibility and it is agreed between management and staff, these changes may be implemented. Agreement with staff here means the majority of employees in a section or Department. These Agreements will be recorded in writing and made available to all concerned prior to implementation.

### **3.3 Counselling and warning procedures**

- 3.3.1 If it is necessary to counsel any employee, the following procedures will apply:
- (a) If a misdemeanour occurs, the employee concerned will be counselled and warned. When this occurs, an Employee Conduct Notice will be issued which clearly states the area of concern and action to be taken to rectify the situation.
  - (b) If the issue continues or other misdemeanours occur, a further communication notice may be given to the employee. The employee may request that a witness or Union representative be present at this meeting if required.
  - (c) Should the issue continue and depending on all the circumstances of the case, the employee's employment may be terminated or other lesser disciplinary action may be instituted in accordance with the provisions of this Award.
  - (d) The number of notices issued and warnings given is related to the facts and circumstances of each case. Matters which directly affect customer service or serious breaches of Skyrail policy and procedures will be considered serious for the purposes of assessing employee performance.
  - (e) In cases of serious misconduct, nothing in this procedure will prevent the employee's employment from being terminated without notice should such action be warranted.

### **3.4 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.4.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.4.2 If the grievance or dispute is not resolved under 3.4.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.4.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the

supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at 3.4.4.

- 3.4.4 If the grievance or dispute is still unresolved after discussions listed in 3.4.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under 3.4.2 will not result in resolution of the dispute.
- 3.4.5 If, after discussion between the parties, or their nominees mentioned in 3.4.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.4.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.4.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.4.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.4.9 Any Order of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.4.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Contract of employment**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

- 4.1.2 All employees commencing employment with Skyrail will be advised in writing of their terms and conditions of employment. Full-time and part-time employment is permanent employment, while casual employment refers to working on an hourly or needs-only basis.
- 4.1.3 All employees will be advised in writing of their job classification, the rate of pay, the date of commencement and the anticipated hours of duty.
- 4.1.4 Permanent employees will commence their employment on a probationary basis. The period of probation for all permanent employees is 3 months. During the probationary period, the employee's performance and suitability for the position will be assessed. If during this assessment period it is found that the employee is not suitable for the position, despite training and counselling, the employee's employment may be terminated either during or at the end of that period of probation.

### **4.2 Ending employment**

- 4.2.1 Employment with Skyrail may be terminated without notice in cases of drunkenness, deliberate disobedience, refusal of duty, serious neglect, unsafe acts, wilful environmental damage, or gross misconduct.
- 4.2.2 Cableway operators, attendants, or employees in charge of the operation or safety of the cableway are required to have a blood alcohol or illicit drug level of zero. A breach of this policy may result in termination without notice by Skyrail.
- 4.2.3 Where redundancy is the reason for terminating employment, the provisions of the "Termination, Changes and

Redundancy" policy of the Commission will apply. Details of these standards are available from the supervisor.

4.2.4 The employer may make payment in lieu of notice rather than require the employee work out the notice.

4.2.5 If the employee wishes to terminate their employment, the employee shall give notice as required to be given by the employee under clause 4.11. If the employee fails to give the required period of notice, then the employer may deduct from monies due to the employee upon termination, an amount equivalent to the required period of notice.

4.2.6 Where an employee's service has been terminated, payment of all wages and other monies due shall be made on the next scheduled payday:

Provided that all monies owing to the employee may be withheld pending the return by the employee of all property of the employer held by the employee, including the following:

- (a) uniforms and costumes;
- (b) employee manuals;
- (c) staff identification passes;
- (d) name badges; or
- (e) keys.

### **4.3 Alterations to employment**

4.3.1 Employment may be altered by Skyrail based on operational requirements of Skyrail. Alterations may occur by changing the type of engagement, for example from casual to permanent or from full-time to part-time. Any changes to employment status will be effected by the following procedure:

- (a) The employee will be consulted about the proposed changes prior to the implementation. This will occur in accordance with the provisions relating to introducing change.
- (b) The appropriate notice of the intended change will be given to implement the proposed changes:

Provided that where the employee and Skyrail mutually agree, a lesser period of notice may be given.

- (c) The changes when implemented will be confirmed in writing by Skyrail, including the operative date for the change.

4.3.2 It is the intention of Skyrail to provide permanency of employment where possible, however operational requirements will be the final determinant of how employees are engaged.

### **4.4 Skyrail Rainforest Cableway business values**

4.4.1 The Skyrail Rainforest Cableway is a rainforest canopy eco-tourism experience. Visitors and passengers are able to experience World Heritage rainforest in a unique manner.

4.4.2 At Skyrail we seek to provide a superior tourist facility compatible to the needs of a fragile environment. We strongly believe that an important part of providing a superior service comes through our employees. Our people are the key to the provision of a memorable Skyrail experience.

4.4.3 To consistently maintain our superior service standards, a flexible and skilled workforce is essential.

### **4.5 Skyrail commitment to staff**

Skyrail is committed to -

- (a) providing staff with regular training to ensure that they possess the necessary skills to meet and exceed our guests expectations in terms of service and quality of the "Skyrail experience";
- (b) providing employees with ongoing permanent employment, where possible, which provides opportunities for personal and professional development and advancement;
- (c) providing rewards, both financial and other which reflect the individual contributions made by employees and to the ongoing success of Skyrail; and
- (d) providing employees with a work environment which is satisfying, safe and challenging.

### **4.6 Skyrail expectation of staff**

As well as being committed to employees, Skyrail also has expectations of staff. These include -

- (a) striving to excel in the level of service provided to visitors and passengers;
- (b) seeking to enhance individual skills through available training and development opportunities offered by Skyrail;
- (c) a desire to succeed both as part of the Skyrail team and as an individual; and
- (d) recognising that income earning capacity is based on personal performance as well as overall performance of Skyrail.

#### **4.7 Dual employment**

4.7.1 A full-time, part-time or casual employee may be separately engaged as a casual employee for duties in a separate section of Skyrail from that in which the employee was engaged in full-time, part-time or casual employment. Such employee shall be paid the appropriate rate of pay for a casual employee engaged in that section of Skyrail.

4.7.2 For the purposes of clause 4.7 a "section of Skyrail" shall mean a discrete work location other than the employee's usual work location, or alternatively, shall mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location.

#### **4.8 Publicity, promotions and advertising**

4.8.1 All employees may with the consent of the employer, as part of their normal duties, participate in publicity and promotions including but not limited to photo calls, press, radio and television interviews, advertising and commercials as directed. The recording of their duties where a segment or segments of that recording are to be used as an item in a news, current affairs, advertisement or similar program on either radio or television shall be considered as part of their normal duties.

4.8.2 All employees shall be prepared to be photographed by customers or to have their work performance video recorded by guests for the purpose of being a souvenir of the customer's visit.

4.8.3 All employees shall be prepared to be photographed for the purpose of being printed as souvenir post cards and to be video recorded for the purpose of being included in souvenir videos sold to customers of Skyrail.

#### **4.9 Confidentiality clause**

4.9.1 It is an implied term of engagement of employees that they will not at any time, either during their employment or subsequently, divulge, either directly or indirectly, to any person or entity knowledge or information which may have been acquired by virtue of the employees working for Skyrail, relating to the affairs, policies, programs, or activities of Skyrail, or its associated companies, or its customers, or any client and will not at any time perform any act or be party to any omission which may, or be calculated to, cause damage to Skyrail, its associated companies or any of its clients or customers in either their property or reputation, but will at all times and in all reasonable respects, treat and refer to Skyrail and its associated companies and its clients or customers with all due propriety and in the advancement of the interests of Skyrail.

4.9.2 A breach of clause 4.9.1 shall be considered serious and wilful misconduct justifying summary dismissal.

4.9.3 Notwithstanding the above, the employees legal rights, and obligations should information be requested by a Court shall be respected by Skyrail.

#### **4.10 Anti-discrimination**

4.10.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.10.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.4, the

parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.10.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.10.4 Nothing in clause 4.10 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.11 Termination of employment**

##### *4.11.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### *4.11.2 Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:  
  
Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

##### *4.11.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week or payment forfeiture of a week's pay in lieu thereof.

##### *4.11.4 Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

#### **4.12 Introduction of changes**

#### 4.12.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job 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:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.12.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.12.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.13 Redundancy**

#### 4.13.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.13.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.13.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.13.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.11.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and

- (iii) any other amounts payable under the employee's employment contract.

#### 4.13.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.13.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.13.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.13.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.13.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.13.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.13.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.11.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.13.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.13.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.13.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.13.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.13.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.13.10 *Employees with less than one year's service*

Clause 4.13 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.13.11 *Employees exempted*

Clause 4.13 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.13.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.13 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.13.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.13.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

(B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.13.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.13.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.14 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Definitions of classifications**

5.1.1 The work performed at Skyrail and the rate of pay applicable to that work performed is defined by the following classification structure:

(a) Introductory Grade

Employees who are employed at this level have no previous experience in the operation of a detachable cableway or in the hospitality industry. Employees at this level will remain at this level for a maximum period of 3 months:

Provided that an additional 3 month period may be served at this grade by mutual agreement between the employer and employee.

(b) Skyrail Worker Grade 1

Employees who are employed at this level usually have completed their introductory period of employment at Skyrail, have little previous experience in a detachable Cableway operation, the hospitality industry, or are involved in basic tasks at Skyrail. Examples of the duties and functions performed include:

- (i) General cleaning tasks around the Cableway Stations, public facilities and surrounds;
- (ii) Cleaning and tidying up of the ticket stations, shops and customer service areas, including cleaning equipment;
- (iii) Directing passengers and assisting with entry and exit from cableway;
- (iv) Handling, storing and distributing goods to the necessary areas of the cableway including stocking retail outlets, storerooms, workshops and related area;
- (v) Cleaning, setting up tables and bar service areas;
- (vi) Delivering messages, basic guest service functions; or
- (vii) Basic work in the gardens and grounds and around buildings and associated facilities.

(c) Skyrail Worker Grade 2

Employees employed at this level will possess and use skills and knowledge which have been obtained by work experience and formal training in a detachable cableway or the hospitality industry. Examples of the duties and functions performed include:

- (i) Cableway attendant duties such as placement of cabins on the cableway or in storage areas as required;
- (ii) Greeting and seating passengers and ensuring that basic safety procedures are followed;
- (iii) Selling souvenirs and other Skyrail products;
- (iv) Selling tickets, reservations and bookings, answering telephones and attending to passenger and general

enquiries;

- (v) Undertaking general waiting duties of both food and liquor including cleaning of tables;
- (vi) Supplying, dispensing or mixing of liquor;
- (vii) Basic food preparation such as sandwiches, salads and other snack foods;
- (viii) Specialised non-cooking duties in food preparation areas;
- (ix) Door and security duties, including crowd control and general security of the property and surrounds;
- (x) Administrative functions such as photocopying, filing, delivering messages, answering telephones and related functions;
- (xi) Driving the courtesy bus and related guest service functions; or
- (xii) Undertaking environmental maintenance of the surrounds of stations, passenger areas, carparks and related areas.

(d) Skyrail Worker Grade 3

Employees employed at this level must have at least 12 months' continuous service with Skyrail, have the ability to work with no or minimal supervision, and possess higher level skills and abilities than are required by a lower grade worker performing similar type tasks. Examples of the duties and functions performed include:

- (i) Cableway attendant duties such as placement of cabins on the cableway or in storage areas as required;
- (ii) Greeting and seating passengers and ensuring that basic safety procedures are followed;
- (iii) Selling souvenirs and other Skyrail products;
- (iv) Selling tickets, reservations and bookings, answering telephones and attending to passenger and general enquiries;
- (v) Undertaking general waiting duties of both food and liquor including cleaning of tables;
- (vi) Supplying, dispensing or mixing of liquor;
- (vii) Basic food preparation such as sandwiches, salads and other snack foods;
- (viii) Specialised non-cooking duties in food preparation areas;
- (ix) Door and security duties, including crowd control and general security of the property and surrounds;
- (x) Administrative functions such as photocopying, filing, delivering messages, answering telephones and related functions;
- (xi) Driving the courtesy bus and related guest service functions;
- (xii) Ranger functions including interpretation, undertaking environmental maintenance of the surrounds of stations, passenger areas, carparks and related areas; or
- (xiii) Assisting in the supervision and training of lower grade workers.

(e) Skyrail Worker Grade 4

Employees employed at this level use skills and knowledge at an advanced level based on experience and completed formal training in a detachable cableway or in the hospitality industry. Examples of the duties and functions performed include:

- (i) Operator duties and functions related to the operation of the cableway;
- (ii) Supervisory and training functions for employees with little or no experience in attendant duties, customer service, ticket sales and related areas;
- (iii) Cooking meals and preparing food by persons without trade qualifications but reasonable experience

such as grills, light meals, counter snacks, soups and the like;

- (iv) Routine maintenance at the non-trade level using tools and equipment on cabins, the cableway, the stations, buildings and equipment. Examples include carpentry, plumbing, painting, mechanical, lubrication, non-trade electrical and related functions;
- (v) Ranger functions carried out by persons who do not possess the qualifications and experience of a Senior Qualified Ranger. Functions performed at this level include conducting interpretative walks, guiding, environmental management duties and related functions; or
- (vi) Front Office functions including reservations, attending tour desks, sales of packages for tour operators, use of computer terminals where software packages are utilised, accounts receivable and payable, control of a switchboard and related functions.

(f) Skyrail Worker Grade 5

Employees employed at this level operate at an advanced level based on experience in a trade or other post secondary school qualifications of a formal nature. Work at this level requires regular use of problem solving skills and performance of tasks with a minimum of supervision. Examples of the duties and functions performed include:

- (i) Trade level work on the cableway, cabins and related equipment
- (ii) Trade level building maintenance work in and around the cableway;
- (iii) Administrative functions of an advanced nature such as payroll preparation, stock control, banking, cost control, cost analysis and related functions;
- (iv) Senior Qualified Ranger functions in and around the cableway, which include the interpretation of rainforest areas for visitors, forest walks, environmental management duties and related activities; or
- (v) Supervising and training of lower grade employees.

(g) Skyrail Worker Grade 6

Employees employed at this grade shall have post-trade or postgraduate qualifications and at least 12 months' previous experience in the operation of a detachable cableway or the hospitality industry. Work at this level requires regular use of problem solving skills and performance of tasks with a minimum of supervision. Examples of the duties and functions performed include:

- (i) Advanced trade level work on the cableway, cabins and related equipment; or
- (ii) Supervision and training of lower grade employees.

## 5.2 Wages

5.2.1 Skyrail operates 7 days each week, and caters for the leisure and tourist market which means peak customer demands may involve regular week-end, public holiday and irregular hours due to seasonal fluctuations.

5.2.2 The minimum wages payable under the Award are:

	Relativity	Base Rate Per Week	Base Rate Per Hour	Loaded Rate Per Week	Loaded Rate Per Hour
	%	\$	\$	\$	\$
Introductory Grade	78	568.20	15.00	647.70	17.00
Grade 1	82	584.90	15.40	666.80	17.50
Grade 2	88	609.90	16.10	695.30	18.30
Grade 3	92.4	628.30	16.50	716.30	18.90
Grade 4	96	643.30	16.90	733.40	19.30
Grade 5	100	662.00	17.40	754.70	19.90
Grade 6	105	682.90	18.00	778.50	20.50

\*\* It has been agreed between the Union and Skyrail that in the calculation of the above wage rates the parties have based their final calculation on the nearest 10 cent. Therefore the parties to this Award acknowledge these rates as true and correct for the purpose of payment of the employees' wages.

5.2.3 Subject to 5.2.4, employees who are paid \$39,379 per annum or more are excluded from the operation of clauses 5.2.1, 5.2.2, 5.7.2, 6.1.1, 6.2, 6.3, 6.4, 6.5 and 6.7.

5.2.4 Those employees who are engaged as tradespersons and perform trade level or advanced trade level duties on the cableway, cabins and related equipment and who are paid a cableway tradesperson allowance will be excluded from the operation of clause 6.3.

### **5.3 Arbitrated safety net adjustments and relativities**

5.3.1 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.3.2 The percent relativities column relates to the percentages applying before the application of the first, second and third arbitrated safety net adjustments. The percentage relativities are based on a base rate and supplementary payment totalling \$417.20.

### **5.4 Loaded and base rates**

5.4.1 The loaded rate is 14% above the base rate and is calculated on the anticipated work requirements for Skyrail. The loaded rate compensates for work done on week-ends, late shifts, wet weather, heights, dirty environments, high temperatures or other adverse conditions where special allowances would otherwise apply. The loaded rate also partially compensates for public holidays and work done on public holidays, as loaded rate employees will be paid double time when requested to work on the special public holidays as specified in clause 6.7.2.

5.4.2 Employees paid loaded rates receive that rate of pay irrespective of the time of the day or the day of the week for all ordinary hours worked, except on the special public holidays as defined in clause 6.7.2.

5.4.3 Employees paid at base rates will be entitled to additional penalty payments for any work performed on week-ends or public holidays.

### **5.5 Payment of wages**

5.5.1 Wages will be paid weekly or fortnightly by electronic funds transfer, into an account of a financial institution nominated by the employee or as mutually agreed, at the time of commencing employment with Skyrail.

5.5.2 If a public holiday falls on the nominated pay day then the employer and the employee may by mutual agreement change the pay day to a later date.

### **5.6 Junior and trainee employees**

#### *5.6.1 Juniors*

Junior employees will be entitled to the following percentages of the prescribed adult rate of pay for the class of work performed:

Age	Percentage of Adult Rate
	%
17 years	70
18 years	80
19 years	90
20 years and over	100

#### *5.6.2 Trainees*

In cases of structured training the provisions of the Training Wage Award - State 2003 shall apply.

## **5.7 Allowances**

### *5.7.1 Tool allowance*

Those employees who are engaged as tradespersons and perform trade level or advanced trade level duties on the cableway, cabins and related equipment and who supply their own tools to enable them to conduct their duties at Skyrail, will be paid a tool allowance of \$20.00 per week.

The tool allowance will be paid to the tradesperson once the employee notifies the employer that the employee is using their tools at the workplace in performance of their duties.

### *5.7.2 Kuranda allowance*

All cableway operators and attendants, who ordinarily reside in Cairns, will be eligible for a travel allowance of \$9.50 per day, if the employee is required to work at the Barron Falls or Kuranda station.

The employee must provide the employer with satisfactory evidence of their place of residence, before the allowance will be paid by the employer.

### *5.7.3 Cableway tradesperson allowance*

Those employees who are engaged as tradespersons and perform trade level or advanced trade level duties on the cableway, cabins and related equipment will be paid a cableway tradesperson allowance as follows:

upon the satisfactory completion of scheduled training modules and 6 months' service - an amount of \$0.576c per hour;

upon the satisfactory completion of all training modules and 12 months service - an amount of \$1.1515 per hour;

the tradesperson allowance shall be paid in addition to the loaded award rate of pay for the employee's relevant level.

### *5.7.4 Certification allowance*

Subject to employer requirements, those employees who are engaged as tradespersons and perform trade level or advanced trade level duties on the cableway, cabins and related equipment shall gain certification in OHS Certification Australia Basic Rigger, PACI Vertical Rescue and Skyrail Evacuations Certifications within 6 months of commencing employment and thereafter remain current. Such employees shall be required to work at height.

The following certification allowance shall be paid in addition to the loaded award rate of pay for the employee's relevant level:

On holding current certification - an amount of \$1.1515 per hour.

### *5.7.5 Electrical Workers Licence allowance*

All tradespersons holding a current Electrical Workers Licence and employed as an electrical tradesperson will be paid an Electrical Workers Licence allowance of \$1.1515 per hour which shall be paid in addition to the loaded award rate of pay for the employee's relevant level.

### *5.7.6 Evening roster allowance*

Tradespersons as provided in clause 5.2.4, who are permanently rostered to work the rotating day/evening roster, will be paid an allowance of \$1.1515 per hour which shall be paid in addition to the loaded award rate of pay for the employee's relevant level.

### *5.7.7 Call back allowance*

Maintenance department employees may be called into work on rostered days off with less than 12 hours notice. An allowance of \$80.63 per day will be paid in addition to the payment for actual time worked during each call back and any on-call allowance payable to employee/s on-call.

### *5.7.8 On-call allowance*

Maintenance department employees may, on agreement between the employee and employer, be placed on-call on a rostered day off. The employee must be in a position to enable them to be at the Smithfield terminal and undertake maintenance work within a set time of being called as defined in company policy from time to time.

An allowance of \$40.31 per rostered day off will be paid to an employee when placed on call.

## **5.8 Superannuation**

5.8.1 The superannuation provisions for employees covered by this Award shall be in accordance with the Commonwealth legislation for superannuation funds.

5.8.2 For each employee, the employer will contribute an amount as prescribed in that Act of the gross rates contained in clause 5.2 into Sunsuper or an approved fund each month.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK**

### **6.1 Hours of work**

#### *6.1.1 Permanent employees*

(a) The ordinary hours of work for full-time employees is based on an average of 38 hours each week. The daily ordinary hours of work may vary between 4 hours and 12 hours each day.

(b) The ordinary hours for part-time employees is based on a maximum of 38 hours each week and a minimum of 12 ordinary hours each week. The daily ordinary hours may vary between 3 hours and 12 hours each day.

(c) Both full-time and part-time hours are to be worked within a 14 hour span each day from start to finish:

Provided that split shifts may be worked over a longer span by mutual agreement.

(d) Permanent employees are entitled to a minimum of 8 days off duty each 4 week period:

Provided that a maximum of 10 consecutive days may be worked in any 4 week period.

#### *6.1.2 Casual employees*

(a) Casual employees will be paid for the time actually worked with a minimum payment of 2 hours each day.

(b) Casual employees may work up to 10 ordinary hours each day or up to 12 hours by mutual agreement or up to an average of 38 ordinary hours each week.

(c) Casual employees who work in excess of the hours specified in clause 6.1.2(b) shall be paid a loading of 50% on the base rate for such additional hours.

### **6.2 Excess or deficit**

6.2.1 By mutual agreement between the employer and the employee, all permanent employees may work hours in excess of or less than the ordinary hours for a cycle of work on the following basis:

(a) Excess hours worked within any cycle may be taken as time in lieu in the next or subsequent cycle on an hour for hour basis.

(b) Where full-time employees work deficit hours (i.e. less than ordinary hours) in a cycle, they may work additional hours in the next cycle on an hour for hour basis.

(c) Full-time employees will be paid a total of 38 ordinary hours each week irrespective of their actual hours worked.

6.2.2 Upon termination any excess hours accrued will be paid to the employee at their current ordinary rates, and in accordance with clause 4.2. Deficit hours due to the employer by the employee will be deducted from any termination payments due to the employee.

### **6.3 Overtime**

6.3.1 No employee shall work overtime without the prior approval of the employee's Department Manager/Supervisor and the completion of necessary documentation.

6.3.2 Subject to the provisions of clause 6.3.1, all time worked outside of the span of hours, in excess of daily or cycle hours or on a rostered day off and not subject to the excess hours provisions of clause 6.2 is to be paid at overtime rates. Overtime for all permanent employees is payable at the rate of time and a-half for the first 3 hours and double time thereafter. Overtime shall be calculated on a daily basis.

#### **6.4 Rosters**

6.4.1 Where possible, all rosters will be drawn up in full consultation with employees. The rosters will be made to provide adequate meal breaks, rostered days off and rest periods.

6.4.2 Employees may only change a roster, or swap rostered shifts with other employees, by notifying the employer and obtaining the consent of their Department Manager/Supervisor.

6.4.3 Skyrail may change the rosters of staff by giving 7 days' notice or such lesser period if mutually agreed between the employer and the employee. In the case of emergent operational circumstances, the employer may give 24 hours' notice or such lesser period if mutually agreed between the employer and the employee.

6.4.4 Split shifts may be worked by mutual agreement between the employee and employer.

6.4.5 Unless otherwise mutually agreed, all employees shall be rostered to work shifts which are formulated to equitably share all such shifts across the workforce in the respective areas of Skyrails operation. Health and safety considerations will be the determining feature of the formation of rosters.

#### **6.5 Meal breaks**

6.5.1 Meal periods of a minimum duration of 30 minutes per day are to be taken by employees.

6.5.2 Subject to clause 6.5.1, meal periods are unpaid and are to be taken no later than after 6 consecutive hours of work, provided that the employee may elect with the consent of employer to take their break at a later period.

6.5.3 Those employees working the majority of their hours after 6.00pm, may elect to receive an extra 30 minute payment at their ordinary rate of pay, in lieu of taking a meal break, as prescribed in clauses 6.5.1 and 6.5.2.

6.5.4 In the case of emergent operational circumstances maintenance department employees may be required to delay or vary their recognized meal break.

#### **6.6 Rest pauses**

6.6.1 Every full-time employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of daily work. These rest pauses shall be taken at a time that will not interfere with the continuity of work and where in the opinion of the employer continuity is necessary.

6.6.2 All casual and part-time employees are entitled to a 10 minute rest pause within any work period that is in excess of 4 continuous hours, provided that these employees shall be entitled to a second 10 minute rest pause where their work is at least 8 continuous hours.

6.6.3 Notwithstanding clause 6.6.1 where the employer and the employee mutually agree the 2 rest pauses may be combined and taken as a 20 minute rest pause at a mutually convenient time during a shift.

#### **6.7 Unsocial hours incentive payments**

6.7.1 *Permanent base rate employees*

(a) Permanent employees paid base rates of pay are entitled to additional penalties for those hours worked in the following time slots:

(i) Midnight Friday to midnight Saturday - 25% in addition to the base hourly rate.

(ii) Midnight Saturday to midnight Sunday - 50% in addition to the base hourly rate.

(b) Public holidays as specified below - 150% in addition to the base hourly rate:

New Year's Day	Australia Day
Good Friday	Easter Saturday
Easter Monday	Labour Day
Anzac Day	Sovereign's Birthday
Cairns Show Day	Christmas Day
Boxing Day	

### 6.7.2 *Casual employees*

(a) Casual employees are entitled to the penalties shown for those hours worked in the following time slots:

- (i) Monday to Friday - 25% in addition to the base hourly rate.
- (ii) Midnight Friday to midnight Sunday - 50% in addition to the base hourly rate.
- (iii) Gazetted public holidays - 150% in addition to the base hourly rate.

(b) Casual rates of pay are calculated on 1/38th of the base weekly rates shown in 5.2.2 plus the appropriate loading prescribed in clause 6.7.2(a).

### 6.7.3 *Special public holidays - loaded rate employees*

All employees paid the loaded rate will be paid 100% in addition to the loaded hourly rate of pay for all work done on any of the following special public holidays:

- (a) Good Friday
- (b) Labour Day
- (c) Christmas Day
- (d) New Year's Day

## **6.8 Skyrail closure**

6.8.1 From time to time it may be necessary for Skyrail to close for temporary periods due to adverse weather conditions or other operational aspects which render the cableway inoperative.

6.8.2 Where it is necessary to close the cableway operation on a temporary basis due to factors outside the control of Skyrail and employees are not able to be utilised in other functions for Skyrail, for example during adverse weather conditions, employees may finish work early. Rostered hours not worked due to temporary closure will be credited as time in lieu in accordance with 6.2 of this Award:

Provided that in cases of natural disaster such as fire or cyclone, employees may be stood down if they are not able to be utilised at work.

## **6.9 Additional hours allowance - maintenance department tradespersons**

Maintenance department tradespersons may be required to work hours in addition to the average 38 hours per week over each roster cycle. Such hours shall be deemed additional hours.

An additional hour's allowance of \$1.1515 per hour for all time worked shall be paid in recognition of the exclusion from Award overtime provisions. Such allowance shall be paid in addition to the loaded award rate of pay for the employee's relevant level.

All additional hours must be rostered and/or approved by the employee's departmental manager or supervisor. A maintenance department employee may accrue a maximum of 25 additional hours at any one time.

By mutual agreement between the employer and employee, additional hours may be paid out or banked as additional hours at the employee's ordinary award loaded rate of pay plus cableway tradespersons allowance, and/or certification allowance, and/or Electrical Workers Licence allowance and/or allowance for exclusion from award overtime provisions.

Times at which excess hours are taken must be by mutual agreement between employee and employer.

Upon termination any accrued additional hours will be paid at the employee's ordinary award loaded rate of pay plus cableway tradespersons allowance, and/or certification allowance, and/or Electrical Workers Licence allowance and/or allowance for exclusion from award overtime provisions.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay of 4 weeks, or *pro rata* thereof in the case of part-time employees.

- 7.1.2 Permanent employees on loaded rates taking annual leave are not entitled to an extra day(s) leave if a gazetted public holiday occurs during annual leave, because the loaded rate compensates for this. Permanent employees paid base rates taking annual leave will be entitled to an extra day(s) leave or an extra day(s) pay for each gazetted public holiday falling during their annual leave.
- 7.1.3 All permanent employees' annual leave will be paid at the employees' ordinary rate of pay at the commencement of their annual leave.
- 7.1.4 If the employment of any employee is terminated after the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of employment and shall forthwith pay to the employee in addition to all other amounts due, their pay, calculated in accordance with clause 7.1.7, for 4 weeks.
- 7.1.5 If the employment of an employee is terminated before the expiration of the first year of employment, such employee shall be paid in addition to all other amounts due, an amount equal to the employee's accrued annual leave.
- 7.1.6 Annual leave shall be given in addition to any notice for their termination of employment.
- 7.1.7 Annual leave payments shall be calculated as follows:
- (a) Under this Award, annual leave for full-time employees accrues at the rate of 11.66 hours for each completed 28 days of employment. Every part-time employee accrues annual leave at the rate of 0.077 hours for every one ordinary hour worked. Where the employer and employee mutually agree, *pro rata* annual leave may be taken in equivalent full-time weeks, (i.e. 2 weeks at 38 hours); and
  - (b) A further amount calculated at the rate of 17 1/2% of the amounts accrued under clause 7.1.7(a), provided that the 17 1/2% shall only apply to the annual leave mentioned herein and shall not apply to any days or hours added to annual leave entitlement as a result of the excess hours provision in clause 6.2
- 7.1.8 Employees who have completed a full year of employment with Skyrail, may be required to take part or all of their annual leave, provided that no annual leave shall be given or taken during periods recognised by the employer as "peak passenger periods". Where it is possible, the employee may take annual leave at a time which is mutually agreed with Skyrail.
- 7.1.9 Unless the employer and employee otherwise agree, an employer may give to an employee 14 days' notice to take annual leave.
- 7.1.10 Annual leave will not accrue during any period of absence due to sickness or accident.

## **7.2 Temporary absences**

- 7.2.1 Permanent employees are entitled to temporary absences from work for the reasons of illness, death in the immediate family or illness of a member of the immediate family or member of the employee's household.
- 7.2.2 A total of 76 hours leave for temporary absences for full-time employees accrues each year. This leave entitlement for full-time employees accrues at the rate of 8.77 hours for each completed 6 weeks of continuous service. Part-time employees are entitled to leave at the rate of 0.038 hours for each one ordinary hour worked.
- 7.2.3 Evidence satisfactory to the employer must be provided for temporary absences in excess of 2 days. Where the temporary absence is due to a death in the immediate family, as defined in the Family Leave Award, the Department Manager/Supervisor may require some form of proof of the relationship with the deceased for the approval of the leave, such as a copy of the funeral notice.
- 7.2.4 Temporary absences shall accumulate each year. Unless otherwise agreed between the employer and the employee no more than 13 weeks' accumulated temporary absences may be taken in any one year.
- 7.2.5 Should the employee extinguish their accumulated temporary absence leave, then the employee may access their accumulated excess hours as set out under 6.2 of this Award.
- 7.2.6 Clause 7.2 replaces special responsibility leave under the provisions of Part 3 of the Family Leave Award.
- 7.2.7 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

## **7.3 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

#### **7.4 Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.4.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.4.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

#### **7.5 Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

### **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

No provisions inserted in this Award relevant to this Part.

### **PART 9 - TRAINING AND RELATED MATTERS**

#### **9.1 Commitment to training and careers**

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

#### **9.2 Training and education**

9.2.1 Skyrail is committed to ensuring that the skills of employees are constantly updated and enhanced. The

employees also agree that they are personally responsible for the maintenance of their skills and knowledge while employed at Skyrail. Skyrail will make training opportunities available to employees.

- 9.2.2 Training offered to employees will be directed at ensuring that staff are skilled, knowledgeable in the performance of their tasks and functions and flexible within the cableway operations. Training will also provide employees with opportunities to progress within the classification structure.
- 9.2.3 The training programs offered to employees will where possible be accredited in accordance with recognised standards as appropriate.
- 9.2.4 Training may be undertaken either on or off the job. Where training is on the job, it will be paid at ordinary rates applicable to the work performed. Where training is undertaken off the job, employees will not suffer any loss of earnings. All fees and costs associated with training will be borne by Skyrail.

### **9.3 Trainees**

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Uniforms and protective clothing**

10.1.1 Where uniforms and protective clothing are required to be worn, they will be provided by Skyrail free of charge:

Provided that Skyrail may levy a security deposit for uniforms which will be refundable when the uniforms are returned in a clean and appropriate state, fair wear and tear excepted.

10.1.2 Uniforms remain the property of Skyrail. Black and white clothing, shoes, socks and hose are not considered uniforms for the purposes of clause 10.1.

### **10.2 Workplace health and safety**

10.2.1 Skyrail is committed to providing a safe and healthy workplace and work practices. Avoidance of illness and injury is the responsibility of each employee at Skyrail.

10.2.2 Skyrail requires all employees to strictly abide by all health and safety policies and procedures, in particular the policy set out in 4.2.2. Appropriate training will be given to ensure that all employees are aware of policies and procedures at Skyrail.

10.2.3 Where protective equipment is to be worn or used, it must be used according to the designed operating procedures. All safety equipment necessary for an employee to perform duties will be provided by Skyrail.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
- (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and

- (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and

(h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

Employees of Skyrail undertaking electrical trade work will be encouraged to become members of The Electrical Trades Union of Employees of Australia, Queensland Branch, at the time of employment. The Electrical Trades Union of Employees of Australia, Queensland Branch will be the nominated representative for these employees.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### *11.3.3 Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

### **11.4 Review**

A review of the cableway tradesperson allowance, certification allowance, Electrical Workers Licence allowance, evening roster allowance, allowance for exclusion from Award overtime provisions, call back allowance, on call allowance and tool allowance is to be undertaken 3 years from 1 August 2005 to assess relativity with market rates for tradespersons employed in the tourism industry. Such review to be undertaken by the respondent parties to the Award.

Dated 6 May 2003.

By the Commission,  
[L.S.] E. EWALD,

