

**CROWN EMPLOYEES (JENOLAN CAVES RESERVE TRUST)
SALARIES AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 2016/00007055)

Before Commissioner Stanton

2 August 2016

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2. Title of Award

This Award shall be known as the Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2016.

3. Definitions

"Trust" shall mean the Jenolan Caves Reserve Trust, constituted under the Government Sector Employment Act 2013.

"Employee" shall mean any person engaged to work for the Jenolan Caves Reserve Trust, under the provisions of the Government Sector Employment Act 2013.

"Temporary Employee" shall mean a person who is engaged for a period of time to undertake a specific task and/or is required to regularly work a number of ordinary hours each week.

"Casual Employee" shall mean a person engaged and paid as such, where leave benefits do not accrue but are recognised in an enhanced rate of pay.

"Association" shall mean the Public Service and Professional Officers' Association Amalgamated Union of New South Wales.

"Union" shall mean The Australian Workers' Union, New South Wales, the Electrical Trades Union of Australia, New South Wales Branch, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and the Construction, Forestry, Mining and Energy Union, New South Wales Branch.

"Administrative Service Employees" shall mean all persons employed to provide administrative, technical, resource and management services for the Trust, who are employed to work on a 35-hour a week basis.

"Visitor Services Employees" shall mean all persons employed to directly provide for the maintenance or interpretation of the Karst Reserve to the public, who are employed to work on a 38-hour a week basis.

"Director" shall mean the General Manager of the Jenolan Caves Reserve Trust.

"Base Rate" shall mean the rates of pay as set out in Schedule A.

4. Parties

This Award has been entered into by the Jenolan Caves Reserve Trust of the one part and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (hereinafter referred to as the "Association") representing all employees not employed as maintenance officers or tradespersons, the Australian Workers' Union, New South Wales, the Electrical Trades Union of Australia, New South Wales Branch, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and the Construction, Forestry, Mining and Energy Union, New South Wales Branch (hereinafter referred to as the "unions") representing labourers and tradespersons, of the other part.

5. Intentions

5.1 It is the intention of the parties that the Award will partially regulate the terms and conditions of employment of employees, through the consolidation and annualisation of wages and salaries.

5.2 The annualisation of payments to employees involves the consolidation of payments for:

- (a) penalty rates for working weekends (including Saturdays and Sundays) and public holidays per year;
- (b) shift allowances and various trades allowances;
- (c) annual leave loading.

5.3 The parties to this Award agree that the Award will provide for improved efficiencies as set out in Schedule F in the operation, maintenance and display of caves in the Reserve, while creating a better

paid and more interesting working environment through training and skills acquisition for employees, while providing a wider range of tasks through opportunities to work in different job classifications.

6. Salaries

- 6.1 Salaries shall be those as set out in Schedule A of this Award.
- 6.2 The annual salary in the said Schedule A shall be paid for the purposes of superannuation and all paid leave, except as provided in sub-clause 6.3 of this clause.
- 6.3 Extended leave will be paid at the base rate as set out in Schedule A of the role the employee is occupying at the time the leave is taken.

7. Loadings

- 7.1 Visitor Services Employees who work 42 weekends or less shall not be rostered to work more than ten consecutive weekends, unless the employee agrees to do so.
- 7.2 Schedule C of this Award particularises the loadings which, when added to the base rate, shall form the annual salary.
- 7.3 Employees (other than casual employees) referred to in Schedule C1, who agree to work more weekends and public holidays than those prescribed, will be paid penalty rates on the base rate as follows for working on a:
 - (a) Saturday - a 50% loading for each additional day worked.
 - (b) Sunday - a 75% loading for each additional day worked.
 - (c) Public holiday - a 150% loading for each additional day worked.
- 7.4 Employees referred to in Schedule C1 who agree to work more weekends and/or public holidays than those prescribed, will be paid an additional loading component with any loading component to which they may already be entitled, on the following bases:

Number of additional ordinary shifts worked on Sundays and/or public holidays in any 12-month period commencing with this Award	Additional Payment
4-10	1/5 of one week's ordinary salary
11-17	2/5 of one week's ordinary salary
18-24	3/5 of one week's ordinary salary
25-31	4/5 of one week's ordinary salary
32 or more	one week's ordinary salary

- 7.5 Where, as a consequence of being on leave without pay, an employee has not worked the number of weekends and/or public holidays prescribed, the employee will have the relevant component to which they may not be entitled deducted from salary on the basis of the table above.
- 7.6 The salary deduction referred to in sub-clause 7.5 shall be commenced in December of each year by the second pay day, and shall not be deducted at a rate greater than five per cent of the employee's gross fortnightly pay.
- 7.7 The additional payment referred to in sub-clauses 7.3 and 7.4 shall be made by the second pay day in December of each year, provided that:
 - (a) where the employment of an employee is terminated or that employee retires, the employee shall be entitled to be paid the payment accrued under sub-clauses 7.3 and 7.4 on a pro rata basis from the commencement of the first pay day in December of each year, until the date of termination or retirement; and

- (b) payment shall be at the rate applying as at the date of termination or retirement.

8. Allowances

- 8.1 With the exception of allowances listed herein or in Schedule C2 of this Award, all allowances contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid as applicable.
- 8.2 The allowances paid to employees for utilising basic skills, occupying key roles and being "on call" as required, are set out in Schedule C.
- 8.3 A Chokage Allowance, as prescribed by the Crown Employees (Skilled Trades) Award, which is not included for employees in Schedule C2, shall be paid to employees on an incidence basis.

9. Hours

9.1

9.1.1 Flexible Leave - The parties agree that an appropriate level of service be maintained between the hours of 8:30 a.m. and 5:00 p.m. on weekdays.

9.1.2 "Ordinary hours of work" shall mean:

- (a) for Administration Services employees, 35 hours per week over a 140-hour, four-week cycle, Monday to Friday; and
- (b) for Visitor Services employees, 38 hours per week over a 152-hour, four-week cycle, Tuesday to Monday.

9.1.3 "Bandwidth" shall mean the times of day between which the ordinary hours of work may be carried out. Those hours being the 12 hours between 7:00 a.m. and 7:00 p.m.

9.1.4 "Core time" shall mean:

- (a) for Administration Services employees, the period of time when an employee must be on duty, being between the hours of 9:30 a.m. and 3:30 p.m., exclusive of the meal break.
- (b) for Visitor Services employees:
 - (i) for employees employed to provide for the interpretation of the Caves Reserve, 9:30 a.m. to 4:30 p.m., exclusive of a meal break; and
 - (ii) for employees employed to provide for the maintenance of the Caves Reserve infrastructure, a continuous period of a minimum of seven hours, inclusive of the meal break, commencing before 9:30 a.m.

9.1.5 The Trust may require an employee to perform duty beyond the hours determined under paragraph 9.1.3 of this clause for employees working a flexible working hours scheme and for employees working a shift, all work performed in excess of 7.6 hours, but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;

- (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
 - (d) the notice (if any) given by the Trust regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
 - (e) any other relevant matter.
- 9.1.6 "Meal break" shall mean an employee is entitled to a lunch break between the hours of 11:30 a.m. and 2:30 p.m. of not less than 30 minutes. If the employee wishes to substantially extend the lunch break beyond one hour they must, in agreement with their supervisor, ensure the extension will not prevent an appropriate level of service being maintained.
- 9.1.6.1 For employees conducting tours which are programmed to last more than five hours, or in cases of emergency, causing the tour to last more than five hours, they shall have a period of 30 minutes added to the time recorded as having been worked on that day.
- 9.1.7 At the end of each four-week cycle, a maximum of 10 hours debit or 14 hours credit may be carried into the next four-week cycle. Hours in excess of a credit of 14 hours will be forfeited. Hours in excess of a debit of 10 hours will be debited against accrued annual or extended leave in multiples of one quarter day.
- 9.1.8 An employee may have one full day, plus one half day, or three half days flexible leave in a four-week cycle, with the prior approval of their supervisor.
- 9.1.9 An employee who is unable to take flexible leave in any four-week cycle may "carry over" a leave entitlement of one day or a half day into the next cycle. A maximum of five days' flexible leave may be carried over in this manner into the next cycle.
- 9.1.10 Where flexible leave is carried over, the hours for the flexible leave carried over shall not be included as credit hours for the purpose of paragraph 9.1.6.
- 9.1.11 Accumulated flexible leave, which is carried over, may be taken in a block with the prior approval of the supervisor.
- 9.1.12 All flexible leave is to be taken between Monday and Friday, inclusive, excluding public holidays.
- 9.2 No employee shall be required to work for a period of more than five hours continuously without having a meal break. A morning or afternoon tea break does not breach a continuous period of work.
- 9.2.1 There shall be a paid morning tea break of ten minutes within the five hours of commencing work. An afternoon tea break may be taken during the afternoon in the course of the employees continuing their normal duties.
- 9.3 Employees will be provided with four clear rest days in each two-week period.

10. Rosters - Visitor Services Employees

- 10.1 For roster purposes, the work week shall be Tuesday to Monday, inclusive.
- 10.2 "Roster" shall mean a written list of days of the week on which employees are required to work. This list includes the time of day on which an employee is required to commence duties.
- 10.3 "Daily Work Program" shall mean the allocation of duties to be carried out by employees on a daily basis, including a specified meal break.

- 10.4 "Usual Work Hours" shall mean a period of 7.6 consecutive hours from the prescribed starting time worked on any one day, which is exclusive of the meal break.
- 10.5 The two-week roster of shifts for Visitor Services employees will have regard to the needs of the Trust, employees and provision of services to customers.
- 10.6 There shall be a specified meal break of not less than 30 minutes. Such meal break shall be taken no later than five hours after the commencement of work.
- 10.7 A two-week work roster of shifts and days should be set in writing and displayed at least two weeks before the roster period starts.
- 10.8 Where the two-week roster referred to above is not set in writing and displayed at least two weeks before the roster period starts, agreement on the details of the work roster will be reached between the employees and management of a work area prior to it being finalised in writing and displayed.
- 10.9 A roster of shifts may be varied at any time by mutual consent or in exceptional circumstances on 12 hours' notice, if rendered necessary by the absence of employees from duty or shortage of employees, or emergency circumstances involving rescue or disaster or short notice tour bookings.
- 10.10 Rosters shall be designed so as to allow for a break of a minimum of ten consecutive hours between the finish and commencement of ordinary work hours.
- 10.11 Permanent changes to the annual pattern of rosters for an employee, or a specific job not covered by the provisions of this Award, will be done in accordance with the consultative procedure with the Association/union and the members concerned, prior to implementation.
- 10.12
- 10.12.1 For ongoing and temporary Guides, the maximum number of cave inspections shall be 132 in any eight- week period, up to a maximum of four per day.
- 10.12.2 This may include showing up to four caves in a day, except that a Guide will not be required (unless by agreement with the Guide) to show more than two two-hour or three-hour adventure tours or more than two River, Jubilee or extended tours, or three Lucas tours in one day.
- 10.13 For the purpose of designing the daily work program, the time taken for group preparation is to be included in the allocated time to conduct an adventure tour.
- 10.14 No employee will spend more than 1,000 hours underground in any period 1 April - 31 March. This amount may be varied by agreement between the parties.

11. Shift Work - Visitor Services Employees

- 11.1 "Shift" shall mean a work period of 7.6 hours which an employee is rostered to work, which commences at or after 10:00 a.m. on a working day.
- 11.2 The number of shifts listed in Schedule C2 shall be rostered on an annual basis and are included in the annual salary for the purposes of this Award.
- 11.3 Employees rostered to work a shift shall have a lunch period of one hour.
- 11.4 Employees rostered to work a shift shall not be able to utilise flexible work hours arrangements while working that shift.
- 11.5 Shift starting and finishing times and meal breaks shall be strictly adhered to.

11.6 For the purposes of this clause, employees shall be paid the following allowance once they work a shift (in the case of employees referred to in sub-clause 11.2, a shift in excess of the number of shifts specified therein).

Shift	Commencing Time	Payment for Shift in Addition to Base Rate
Day	At or after 6:00 a.m. and before 10:00 a.m.	Nil
Afternoon (early)	At or after 10:00 a.m. and before 1:00 p.m.	10%
Afternoon (late)	At or after 1:00 p.m. and before 4:00 p.m.	12.5%
Night	At or after 4:00 p.m. and before 4:00 a.m.	15%
Night	At or after 4:00 a.m. and before 6:00 a.m.	10%

11.7 Where employees are engaged on shift work, they shall be rostered on a rotating basis.

11.8 Provided that shift allowances for employees referred to in sub-clause 11.6 shall not be paid in respect of work done at weekends or on public holidays.

12. Rest Breaks

12.1 There shall be a break of at least ten consecutive hours between employees' ordinary shifts.

12.2 Employees required to continue to work after rostered finishing times are required to have a rest break of at least ten consecutive hours before commencing work, and to be paid for any ordinary working time occurring during such absence.

12.3 Where employees are directed to commence work without having their required rest break, they will be paid overtime rates until they are released from duty for the ten-hour period, and shall be entitled to be absent until the employee has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

13. Temporary Employees

Where an employee remains available for further ongoing temporary employment with the Trust, the Trust shall preserve their accumulated leave entitlement with the Trust and carry it over to the next period of employment, on an annual basis.

14. Casual Employment

14.1 Casual employees will be paid fortnightly, or at the termination of employment, whichever is the earlier, for the hours worked.

14.2 The casual hourly rate shall be determined by adding 20 per cent to the base hourly rate.

14.3 The base hourly rate will be determined by the following formulae:

$$\frac{\text{Base Rate}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{Number of ordinary hours of work per week}}$$

14.4 The rate of pay for casual employees shall be, for work:

Monday to Friday.	The casual hourly rate
Saturday	The casual hourly rate + 50 per cent
Sunday	The casual hourly rate + 75 per cent
Public Holidays	The casual hourly rate + 150 per cent

14.5 Assignment to a higher starting salary point within a salary scale, other than the base grade Year 1, may be determined by the Director, following assessment of the successful applicant's educational qualifications, work experience in a related field and/or relevant skill level and competencies in respect of the role to which they are assigned.

- 14.6 The loading payable to casuals is in lieu of all leave entitlements.
- 14.7 Casual visitor services employees are entitled to be paid overtime for time worked in excess of ten hours per day.
- 14.8 Overtime payments are calculated on the base hourly rate referred to in sub-clause 14.3.
- 14.9 Casual employees shall be engaged for a minimum of three consecutive hours.
- 14.10 Casual employees shall not be entitled to flexible leave arrangements.
- 14.11 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:
- (a) Unpaid parental leave in accordance with paragraph 12(iv)(d);
 - (b) Personal Carer's entitlement in accordance with sub-clause 12(v); and
 - (c) Bereavement entitlement in accordance with sub-clause 12(vi).

14A. School Based Apprentices

14A.1 Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

14A.2 Wages

- (a) The hourly rates for full-time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (b) For the purposes of paragraph (a) of this sub-clause, where a school based apprentice is a full-time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
- (c) The wages paid for training time may be averaged over the school term or year.
- (d) Where this Award specifies a weekly rate for full-time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

14A.3 Progression Through the Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

14A.4 Conversion from a school based apprentice to a full-time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

14A.5 Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

15. Overtime

15.1 Definitions

15.1.1 "Overtime" shall mean:

- (a) for employees working a flexible working hours scheme, all time worked outside the flexible hours bandwidth or all time worked within the flexible hours bandwidth in excess of ten hours per day where such work is at the direction of the Trust; and
- (b) for employees working a shift, all work performed in excess of 7.6 hours where such excess work is at the direction of the Trust.

15.2 An employee may be directed by the Trust to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice (if any) given by the Trust regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
- (e) any other relevant matter.

15.3 Rates - Overtime, when worked on the days prescribed, shall be paid for at the following rates:

- (a) for all overtime worked Monday to Friday, inclusive, at the rate of time and one-half for the first two hours and at the rate of double time thereafter until relieved from duty;
- (b) for all overtime worked on a Saturday, at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (c) for all overtime worked on a Sunday, at the rate of double time; and
- (d) for all overtime worked on a public holiday, at the rate of double time and one-half, i.e. ordinary rates and one-half in addition to salary.

Provided that:

- (i) Overtime rates are not paid for meal times.
- (ii) An employee receiving a salary in excess of the salary of a Level 6 as above, shall only receive overtime payments calculated on the basis of the salary of a 1st year rate of Level 6.
- (iii) An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three hours' work at the base rate as prescribed by this Award.

15.4 Call Back

- (a) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three hours' work at the appropriate overtime rates.
- (b) The employee shall not be required to work the full three hours if the job can be completed within a shorter period.
- (c) When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall, until either the end of duty or three hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When an employee returns to the place of work on a second or subsequent occasion and a period of three hours has elapsed since the employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods, with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

Where overtime actually worked because of a call out(s) totals less than three hours between the prescribed finishing time and prescribed starting time, shall not be regarded as time worked for the purposes of clause 12 - Rest Breaks, where the actual time worked is less than three hours.

15.5 Calculation

- (a) Overtime shall not be paid for periods of less than one quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Base Rate}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{Number of ordinary hours of work per week}}$$

15.6 Meal Allowance

- (a) An employee, whether entitled to payment of overtime or not, who properly and reasonably incurs expenses in obtaining a meal, shall be paid the relevant meal allowance in accordance with the overtime meal allowances in Part B, Monetary Rates, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:
 - (i) for breakfast when, without 12 hours' notice, required to commence work at or before 6:00 a.m. and at least one hour before the prescribed starting time; and
 - (ii) for an evening meal
 - (1) in the case of an employee not working under a flexible working hours' scheme who is required to work beyond 6:00 p.m. and for at least 1.5 hours after the prescribed ceasing time; or
 - (2) in the case of an employee working under a flexible working hours' scheme who is required to work beyond 6:00 p.m. and beyond the prescribed ceasing time
- (b) An employee required to work overtime on a Saturday, Sunday or public holiday:
 - (i) in the case of an employee whose starting time is not later than 8:30 a.m. and who is required to work until or beyond 1:30 p.m.; or

- (ii) in the case of an employee whose starting time is later than 8:30 a.m. and who is required to work until or beyond 2:00 p.m.
 - (c) An employee shall not be entitled to the allowances prescribed under this clause unless the performance of the work concerned at the time at which it was performed was necessary.
- 15.7 Adjustment of Allowances - Where an allowance under sub-clause 15.6 - Meal Allowance, is insufficient to adequately reimburse the officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the officer or employee for the additional expenses incurred.

16. Assignments

- 16.1 Assignments to a role will be in accordance with the provisions of the Government Sector Employment Act 2013, in as much as it applies to employees of the Trust.
- 16.2 Assignment to the salary scales will be in accordance with Schedule B of this Award.
- 16.3 Assignment to a higher starting salary point within a salary scale, other than Year 1, may be determined by the General Manager, following assessment of the successful applicant's educational qualifications, work experience in a related field and/or relevant skill level and competencies in respect of the role to which they are appointed.

17. Consultation

- 17.1 Consultative Arrangements - The Trust, Association and Unions agree to continued consultation to ensure the implementation of flexible work patterns with the view to achieving world best practice, efficiency and increased job satisfaction.
- 17.2 Joint Consultative Committee
- 17.2.1 A Joint Consultative Committee shall be established comprising the Trust, the Association and the Unions for the purpose of facilitating a constructive exchange of information, to monitor the impact of this Award and survey any difficulties which may arise from its implementation.
- 17.2.2 The Joint Consultative Committee shall be comprised of the Trust's General Manager and up to four additional management representatives, and up to six representatives (employees and elected members) of the Association/Unions.
- 17.2.3 The Joint Consultative Committee will also consider workplace changes and productivity improvements put forward by employees, Association/Unions or management.
- 17.2.4 The Joint Consultative Committee shall be required to meet on a regular basis, being no less often than four times per year.
- 17.3 A working committee will be established between the Trust and the Association/Unions to ensure the development of career paths, the acquisition of appropriate skills, competencies and qualifications of employees.
- 17.3.1 The working committee will comprise at least two employer representatives and at least two representatives nominated by the Association/Unions.

18. Grievance Procedures

- 18.1 When any grievance or dispute arises at the workplace, the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim. The supervisor will advise the employee(s) concerned, within 24 hours of receiving the grievance, of the timetable for the resolution of the grievance. The grievance is to be resolved as soon as possible.

- 18.2 When any grievance or dispute arises in the workplace between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their immediate supervisor would not be appropriate, the employee(s) may notify the local manager, Association/Union or Association delegate, who will then take up the matter with the appropriate local manager.
- 18.3 If the matter has not been settled by the immediate supervisor or local manager, the party shall report the grievance in writing. If the party so requests, the matter will be discussed as soon as practicable between a representative of the Association/Union concerned and the General Manager or nominee.
- 18.4 If the matter remains unresolved, it may be referred by either party to the appropriate industrial tribunal.
- 18.5 Nothing contained in these procedures will preclude the Trust and Association/Union from entering into direct negotiations on any matter.
- 18.6 Whilst these procedures or negotiations are continuing, no stoppage of work or any other form of limitation of work shall be applied.
- 18.7 The parties reserve the right to vary this procedure where it is considered that an occupational health and safety factor is involved.

19. Anti-Discrimination

- 19.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 19.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 19.3 Under the Anti-Discrimination Act 1977, 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.
- 19.4 Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 19.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 19.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 19.7 Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

20. Deduction of Union Membership Fees

- 20.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 20.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 20.3 Subject to sub-clauses 20.1 and 20.2 of this clause, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 20.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 20.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 20.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue

21. Savings

Should there be a variation to the Crown Employees (Public Sector - Salaries 2015) Award, or an Award replacing it, any such increase will be reflected in Schedule A of this Award, either by variation or the making of a new Award.

22. Area, Incidence and Duration

- 22.1 The purpose of this Award is to partially regulate the terms and conditions of employment of employees, as defined, who are either seconded by the Trust, or who are employed by the Trust.
- 22.2 Other terms and conditions, except as provided for within this Award, shall be those determined from time to time under the Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014, in so much as they apply to employees of the Jenolan Caves Reserve Trust.
- 22.3 This Award shall replace the following instruments in so far as they apply to employees:
 - Crown Employees (Public Sector - Salaries 2016) Award
 - Overtime provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
 - General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award
 - Crown Employees (General Staff - Salaries) Award 2007
 - Crown Employees (Skilled Trades) Award
- 22.4 This Award is made following a review under section 19 of the Industrial Relations Act 1996 and replaces the Crown Employees (Jenolan Caves Reserve Trust Division) Salaries published 31 August 2012 (Vol. 314 I.G. 395) and all variations thereof.

- 22.5 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 22.6 The Award shall take effect on and from 2 August 2016 and shall remain in force nominally until 30 June 2017.

SCHEDULE A
BASE SALARY LEVELS

The levels upon which the following base rates have been determined are in accordance with the competency descriptions set out in the attached Schedule B.

These rates will apply to all roles, and the basis for calculation of all full-time, part-time, casual, junior and apprentice rates of pay.

Role Title	Location	Competency Level	Base Rate effective from 01.07.16 \$ Per Annum	Loading of: %	Annual Salary effective from 01.07.16 \$ Per Annum
Administration Officer	J		56,321	1'4	57,109
Administration Officer (Special)	J		58,370	1'4	59,187
Business Development Manager	J		105,731	1'4	107,211
Caretaker Jenolan Cottages	J		54,188	1'4	54,947
Manager Caving Operations	J		85,098	1'68	86,289
Director	J		153,915	1'4	156,070
Guide - Grade 1	J	1A	54,188	29'2	70,010
Guide - Grade 2	J	2	56,321	29'2	72,766
Guide - Grade 3	J	3	60,517	29'2	78,188
Maintenance Officer	J		51,099	27'8	65,305
Karst Resources Officer	J		81,305	1'4	82,443
Senior Finance Officer	J		90,211	1'4	91,474
System Administrator/Finance Officer	J		81,305	1'4	82,443
Team Leader - Electrical	J	4	70,449	24'6	87,779
Team Leader - Maintenance	J		70,449	26'6	87,779
Trades Officer	J		58,370	10	64,207
Trades Officer - Electrical (W/ends)	J	3	66,458	13'6	75,496
Visitor Services Officer (Tickets - PT)*	J		54,188	19'8	64,917
Customer Service Officer Grade 1	J		40,439	1'4	41,005

Customer Service Officer Grade 2	J		43,927	1·4	44,542
Customer Service Officer Grade 3	J		45,318	1·4	45,952
Customer Service Officer Grade 4	J		71,438	1·4	72,438

* Visitor Services Officer part-time works four days per week. Base rate is 80 per cent of Level 1A base rate.

Junior Rates

Junior rates shall be paid at the following percentage of the annual salary for the role:

Under 17 years of age	80 per cent
Age 17 years	90 per cent

Apprentice Rates

Apprentice tradesperson shall be paid as follows:

- (a) the rates determined under any formal scheme of apprenticeship; or
- (b) the following percentage of the Level 2A, trades salaries, which shall be deemed to be inclusive of all penalties, trades allowances and annual leave loading:

1st Year	50%
2nd Year	65%
3rd Year	80%
4th Year	95%

whichever is appropriate in respect of Schedule C.

SCHEDULE B
COMPETENCY LEVELS

Level	Category	Competency Description
1	Operational - Grade 1 (Maintenance) (Cleaning)	Competency at this level involves the application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions required is clear. Competencies are normally used within established routines, methods and procedures that are predictable, and within which judgement against established criteria is also involved.
1A	Operational - Grade 1A (Caves Services) (Visitor Accommodation)	The competencies are likely to be applied under direct guidance with regular checking, but may be applied under less direct guidance and some autonomy if working in teams.
2	Operational - Grade 2 (Caves Services) (Administration)	Competency at this level involves the application of knowledge and skills to a range of tasks and roles There is a defined range of contexts where the choice of action is required is usually clear, with limited scope in the choice. Competencies are normally used within established routines, methods and procedures, in some cases involving discretion and judgment about possible actions.
2A	Operational - Grade 2A (Trades) (Administration)	The competencies are likely to be applied under routine guidance with intermittent checking, but may take the form of general guidance and considerable autonomy if working in teams. Responsibility for some roles and co-ordination may be involved if working in a team.
3	Operational - Grade 3 (Caves Services)	Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a range of tasks and roles in a variety of contexts, with some complexity in the extent and choice of actions required. procedures where some discretion and judgement is required in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
3A	Operational - Grade 3A (Trades - Electrical)	The competencies are likely to be applied under guidance with checking related to overall progress, but may take the form of broad guidance and autonomy if working in teams. Responsibility for the work of others and/or team co-ordination may be involved.

4	Administration	Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a range of tasks and roles in a variety of contexts, with some complexity in the range and choice of actions required.
	Management - Grade 1 (Operational - Low Volume)	Competencies are normally used within routines, methods and procedures where discretion and judgement is required, for both self and others, in planning and selection of equipment, work organisation, services, actions, and achieving outcomes within time constraints. The competencies are likely to be applied under general guidance on progress and outcomes sought. The work of may be supervised, or teams guided or facilitated. Responsibility for and limited organisation of the work of others may be involved.
5	Environment and Technology (Graduate or Equivalent)	Competencies at this level involve the self-directed application of knowledge with substantial depth in some areas, and a range of technical and other skills to tasks, roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others. The competencies are likely to be applied under broad guidelines. The work of others may be supervised or teams guided. Responsibility for and management of the work of other may be involved
6	Management - Grade 2 (Operational - Medium Volume)	Competency at this level involves the self-directed development of knowledge with substantial depth across a number of areas, and/or mastery of a specialised area with a range of skills. Application is to major functions in either varied or highly specific contexts. Competencies are normally used independently and are substantially non-routinely. Significant judgement is required in planning, design, technical or supervisory functions related to products services, operations or processes. The competencies are likely to be applied under limited guidelines in line with a broad plan, budget or strategy. Responsibility and defined accountability for the management and output of the work of others and for a defined function or functions may be involved.
6A	Management - Grade 3	
6B	(Operational - High Volume)	

6C	Management - Grade 4	Competencies at this level involve the self-directed development and mastery of broad and/or specialised areas of knowledge with a range of skills. Application is to major, broad, or specialised functions in highly specialised contexts.
8	Strategic Management	Competency at this level involves the self-directed development and mastery of a range of knowledge and broad or specialised functions in highly varied and/or specialised contexts.
	Director	Competencies are normally used with full independence and in contexts and combinations of great variability. The highest level of complex judgement is applied in planning, design, technical and/or management functions. The competencies are likely to be applied in ways that involve full responsibility and accountability for all aspects of the work of others and functions, including planning, budgeting and strategy.

SCHEDULE C

LOADINGS

Visitor Services Employees

Loadings for Penalty Rates, Annual Leave Loading and Allowances (Refer to Sub-clause 7.2 of clause 7 - Loadings)

Column 1	2	3	4	5	6	7	8	9	10
Role	Weekends	Public Holiday	Afternoon Shift	Loading For Penalties %	Allowances %	Rounding %	Total Loading %	Annual Leave Accrual Days	Weeks
Manager Cave Operations	NIL	NIL	NIL	1.68			1.8	30	6
Guide - Grade 1	42	10	25	26.79	2.30	0.11	29.2	30	6
Guide - Grade 2	42	10	25	26.79	2.30	0.11	29.2	30	6
Guide Grade 3	42	10	25	26.79	2.30	0.11	29.2	30	6
Team Leader - Electrical	26	7	5	19.03	5.43	0.14	24.6	25	5
Manager Technical Services and Capital Works	NIL	NIL		1.34		0.06	1.4	20	4
Maintenance Officer	NIL	NIL	4	1.34		0.06	1.4	20	4
Trades Officer - Electrical	13	NIL	5	8.03	5.43	0.14	13.6	22	4.4

** Calculated on annual part-time rate of 80 per cent (four days per week) of Level 1A base rate.

Administrative Services Employees

Loadings for Annual Leave Loading and "On Call" Allowance

Column 1	2	3	4	5	6	7	8	9	10
Role	Weekends	Public Holiday	Afternoon Shift	Loading For Penalties Allowances		Rounding	Total Loading	Annual Leave Accrual	
				%	%	%	%	Days	Weeks
Administration Manager	NIL	NIL	NIL	1.34	0.00	0.06	1.4	20	4
Marketing Co-ordinator	NIL	NIL	NIL	1.34	0.00	0.06	1.4	20	4
Finance Officer	NIL	NIL	NIL	1.34	0.00	0.06	1.4	20	4
Creditors & Debtors Officer	NIL	NIL	NIL	1.34	0.00	0.06	1.4	20	4
General Manager	As Required		NIL	1.34	1.00	0.06	2.4	20	4
Jenolan Systems Administrator and Finance Officer	As Required		NIL	1.34	1.00	0.06	2.4	20	4

Rounding - The individual percentage loadings for weekend and public holiday penalty rates, leave loading, etc., and the various shift and trades allowances have been calculated to two decimal places. When brought forward to this schedule, a "rounding-up" factor has been added to enable the final loading to be expressed to only one decimal place, each ending in either .0, .2, .4, .6 or .8 as shown in column 8 above. This principle will be applied when calculating the loading for any new or revised roles.

On the following pages, there is a detailed breakdown on the percentage loadings.

Supplementary Schedule C1 - Weekend and public holiday penalties, annual leave loading and compensation for Sundays and public holidays.

Supplementary Schedule C2 - Afternoon shift allowance, trades allowances, on-call allowance.

SUPPLEMENTARY SCHEDULE C1

Percentage Loadings for Penalties, Leave Loading and Compensation for Sundays and Public Holidays Worked

Role	LOC	Annual Leave Loading		Penalties			Agreement #2225	Sub-total To Column 5	No. of days to be worked			Weekly Hours
		On # Weeks	%	Sat.	Sun	Public Holidays			Sat	Sun	Public Holidays	
General Manager	J	4	1.34					1.34				35
Administration Manager	J	4	1.34					1.34				35
Marketing Co-ordinator	J	4	1.34					1.34				35
Manager Cave Operations	J	6	1.68					1.68				38
Guide - Grade 1	J	6	1.68	8.47	12.71	2.01	1.92	26.79	42	42	10	38
Guide - Grade 2	J	6	1.68	8.47	12.71	2.01	1.92	26.79	42	42	10	38
Guide - Grade 3	J	6	1.68	8.47	12.71	2.01	1.92	26.79	42	42	10	38
Maintenance Officer	J	5	1.68	5.25	7.87	4.23		19.03	26	26	7	38
Finance Officer	J	4	1.34					1.34				35
Creditors & Debtors Officer	J	4	1.34					1.34				35
Jenolan Systems Administrator and Finance Officer	J	4	1.34					1.34				35
Team Leader - Electrical	J	5	1.68	5.25	7.87	4.23		19.03	26	26	7	38
Manager Technical Services and Capital Works	J	4	1.34					1.34				38
Trades Officer - Electrical	J	4.4	1.48	2.62	3.93			8.03	13	13		38

Visitor Services Officer part-time works seven days per fortnight, including weekends and public holidays. Percentage loadings are to be applied to 70% of Level 1A base rate.

SUPPLEMENTARY SCHEDULE C2

Percentage Loadings for Leading Hand Afternoon Shift and Trades and On-Call Allowances

Role	Loc	Shift Allowance		Leading Hand	Chokage	Sundry Trades	Tractor and Truck	Water Clean	On Call	Sub-total to Column 6 %
		No.	%							
Administration Manager	J									0.00
Marketing Officer	J									0.00
Manager Cave Operations	J									0.00
General Manager	J								1	1.00
Guide - Grade 1	J	25	1.26					1.04		2.30
Guide - Grade 2	J	25	1.26					1.04		2.30
Guide - Grade 3	J	25	1.26					1.04		2.30
Maintenance Officer	J	5	0.25		4.15	1.04	2.07	1.04		8.55
Finance Officer	J									0.00
Jenolan Systems Administrator and Finance Officer	J								1	1.00
Team Leader - Electrical	J	5	0.25	2.07	2.07	1.04				5.43
Manager Technical Services and Capital Works	J	5	0.25	2.07	4.15	1.04				7.51
Trades Officer - Electrical	J	5	0.25	2.07	2.07	1.04				5.43

Visitor Services Officer part-time works seven days per fortnight, including weekends and public holidays. Percentage loadings to be applied to 70 per cent of Level 1A base rate.

SCHEDULE D

Cash Allowances

Role Title	Location	Annual Salary	Plus Cash Allowances	Annualised Total Remuneration
		\$	\$	\$
Administration Officer	J	57,109	250	57,359
Administration Officer (Special)	J	59,187	250	59,437
Business Development Manager	J	107,211	250	107,461
Caretaker Jenolan Cottages	J	54,947	250	55,197
Manager Caving Operations *	J	86,289	250	86,539
Director	J	156,070	250	156,320
Guide - Grade 1	J	70,010	250	70,260
Guide - Grade 2	J	72,766	250	73,016
Guide - Grade 3 **	J	78,188	250	78,438
Maintenance Officer	J	65,305	250	65,555
Karst Resources Officer	J	82,443	250	82,693
Senior Finance Officer	J	91,474	250	91,724
System Administrator/Finance Officer	J	82,443	250	82,693
Team Leader - Electrical *	J	87,779	250	88,029
Team Leader - Maintenance	J	87,779	250	88,029
Trades Officer	J	64,207	250	64,457
Trades Officer - Electrical (W/ends) **	J	75,496	250	75,746
Visitor Services Officer (Tickers - PT) *	J	64,917	250	65,167
Customer Service Officer Grade 1	J	41,005	250	41,255
Customer Service Officer Grade 2	J	44,542	250	44,792
Customer Service Officer Grade 3	J	45,952	250	46,202
Customer Service Officer Grade 4	J	72,438	250	72,688

* Plus Cash allowance of \$1,200.00 if living onsite

** Plus Cash allowance of \$600.00 if living onsite.

SCHEDULE E

Other Casual Entitlements

(i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996.

(a) The Trust must not fail to re-engage a regular casual employee (see Section 53(2) of the Industrial Relations Act 1996) because:

(A) the employee or employee's spouse is pregnant; or

(B) the employee is or has been immediately absent on parental leave.

The rights of the Trust in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(ii) Personal Carers Entitlement for casual employees

(a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in sub-clause (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in sub-clause (d), and the notice requirements set out in sub-clause (e).

(b) The Trust and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(c) The Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Trust to engage or not to engage a casual employee are otherwise not affected.

(d) The casual employee shall, if required:

(A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this sub-clause where another person had taken leave to care for the same person.

(e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Trust of their inability to attend for duty. If it is not reasonably practicable to inform the Trust during the ordinary hours of the first day or shift of such absence, the employee will inform the Trust within 24 hours of the absence.

(iii) A family member for the purposes of sub-clause (ii)(a) above is:

(a) a spouse of the employee; or

- (b) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household where, for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(iv) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Trust).
- (b) The Trust and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Trust to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Trust of their inability to attend for duty. If it is not reasonably practicable to inform the Trust during the ordinary hours of the first day or shift of such absence, the employee will inform the Trust within 24 hours of the absence.

J. D. STANTON, Commissioner

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