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**CROWN EMPLOYEES (DEPARTMENT OF PLANNING AND ENVIRONMENT - NATIONAL PARKS AND WILDLIFE SERVICE) FIELD OFFICERS AND SKILLED TRADES SALARIES AND CONDITIONS 2022 AWARD**

**AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

**Schedule of Variations Incorporated**

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**AWARD**

**PART A**

**1. Arrangement**

PART A

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## PART B

### MONETARY RATES AND CLASSIFICATIONS

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## 2. Title

This award shall be known as Crown Employees (Department of Planning and Environment - National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2022 Award.

## 3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non-Established camp.

"Act" means *Government Sector Employment Act 2013*, any successor or replacement legislation.

"Allocated Days Off" means the day/s that the employee who works set patterns of hours as detailed in this award has off each settlement period as a result of that employee accruing the necessary hours.

"Area Manager", means the employee who manages the parks, resources and employees of an Area and reports to a Branch Director.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Branch Director" means the employee who manages the parks, resources and employees of a Region and reports to an Executive Director of NPWS.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of section 43(4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Chief Executive" means the head of the Department of Planning and Environment.

"Contract hours" for the day for a full-time employee, means one fifth of the full-time 35 hours, as defined in this Award. For a part-time employee, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five employees assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an employee responsible for leading a crew to implement a strategy. The Crew Leader ensures the work is undertaken efficiently and safely and is responsible for managing and recording the crew's operations.

"Crew Member" means an employee diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Dispute" is a disagreement between an employee or employees and the DPE concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an employee either rostered for duty, or assigned on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both DPE responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal stranding, security alarms, asset damage, risks to visitor safety. The responsibilities of a Duty Officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Employer for Industrial Purposes" means the Industrial Relations Secretary.

"Employer for all purposes other than Industrial" means the Chief Executive of the Department of Planning and Environment.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an employee's normal work location, and which precludes the employee from returning to his normal place of abode at the conclusion of each shift.

"Field Officer (Bush Fire Management Program) Classifications" are for the Bush Fire Management Funding Program.

Field Officer General Operations are Monday to Friday workers. Staff employed in this classification will perform the functions described in Appendix A

Field Officer Grade 1-2 are Monday to Friday.

Field Officer Grade 3-4 are Seven Day Roster Workers

Senior Field Supervisor Grade 3 are Monday to Friday

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an employee against another employee and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or delegate. (NB. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is DPE participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are NPWS employees whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6:00 a.m. to 8:00 p.m.

"NPWS" means the National Parks and Wildlife Service of the Department of Planning and Environment.

"Nominated working place" means the location where an employee normally commences work.

"Ordinary working hours" means the average number of hours the employee is required to work each week.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the DPE, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m.

"Standby" means an approved period of time outside normal working hours, when employees, including Duty Officers, have been directed by the Chief Executive, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the employee's immediate supervisor or manager, or any other employee authorised by the Chief Executive to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Employee" means any employee engaged in terms of section 43(3) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - New South Wales Branch and the Electrical Trades Union.

#### **4. Parties**

4.1 The "Parties" to this Award are:

- (i) Industrial Relations Secretary for the Department of Planning and Environment (DPE);
- (ii) The Australian Workers Union - New South Wales Branch;
- (iii) The Electrical Trades Union

## 5. Salaries

- 5.1 The salary rates paid to employees covered by this Award are specified in Tables 1 and 2 in this Award.
- 5.2 The salaries prescribed in Part B Monetary Rates, Table 1 reflect increases to the salaries of Skilled Trades Officers and Apprentices and Table 2 reflect increases to the salaries of Field Officer classifications

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

- 5.3 The salary rates are all inclusive of the following allowances:

- (i) Diving
- (ii) Kosciusko
- (iii) Dry Cleaning
- (iv) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2020 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades employees under this Award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

## 6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:

- (i) ongoing full-time and part-time employees;
- (ii) temporary employees, subject to DPE convenience; and
- (iii) casual employees, subject to DPE convenience, and limited to salary sacrifice to superannuation in accordance with sub-clauses 6.7 - 6.9.

- 6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the employee's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"post-compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 6.3 By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post-compulsory deduction salary in order to obtain:

- 6.3.1 a benefit or benefits selected from those approved by the Secretary; and
- 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.

- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 6.7 Where an employee makes an election to sacrifice a part or all of their post-compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
  - 6.7.2 where DPE is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - 6.7.3 subject to DPE's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, DPE shall pay the amount of post-compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
  - 6.9.2 *Superannuation Act 1916*;
  - 6.9.3 *State Authorities Superannuation Act 1987*; or
  - 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*;
- the DPE must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the DPE must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the DPE may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under Part B - Monetary Rates of this Award if the Salary Packaging Agreement had not been entered into.



- 6.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## 7. Allowances

- 7.1 Allowances payable in terms of subclauses 7.2, 7.3 and 7.4 listed in this clause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

### 7.2 Boot Allowance

A boot allowance is payable to any employee who works in the field where suitable boots are not provided by the DPE. The allowance is to be a maximum of \$200.50 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager or Branch Director of NPWS.

### 7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

7.3.2 This allowance is payable when an employee is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

- (i) where meals are provided by DPE, \$86.55 or \$3.60 per hour
- (ii) where meals are not provided by the DPE \$138.00 or \$5.75 per hour

7.3.4 DPE will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

### 7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate employees for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in paragraph 7.4.5 Table 1 of this clause, will be paid to those employees who meet the criteria set out in the Public Service Industrial Relations Guide and who live in a remote area as defined in paragraph 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to employees on Lord Howe Island.

7.4.5 The rates of the allowances will be:

**Table 1**

Grade	With Dependents	Without Dependents
A	\$5490.00	\$3680.00
B	\$7320.00	\$4900.00
C	\$9140.00	\$6090.00

To be paid from the first full pay period to commence on or after 1 July 2023.

**Table 2**

Grade "A"	All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.
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For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B"	is payable to employees living in the following locations: Bourke, Brewarrina, Clare, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett and Gwydir Wetlands.
Grade "C"	is payable to employees living in the following locations: Angledool, Barrigun, Brindigabba, Culgoa, Enngonia, Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra, Yathong, Witta Brinna, Tarawi, Irymple, Lord Howe Island, Montague Island, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, Menindee, Kinchega, Macquarie Marshes and Gunderbooka.

7.4.6 Should employees be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Unions.

**7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by NPWS**

7.5.1 A weekly allowance of \$230 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would DPE require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$32.85 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

## **8. Standby Arrangements - Including Standby Associated with Declared Incidents**

- 8.1 Standby roles - employees may be directed to be on standby as a:
- (i) Duty Officer - either for general standby or associated with a declared incident (refer to clause 3 - Definitions); or
  - (ii) General standby - an employee assigned on standby to respond to after hours duty as required.
- 8.2 Standby duties - employees directed to be on standby must be readily contactable by telephone, radio or mobile phone where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Employees who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.
- 8.3 Duty Officer support - a Duty Officer may have access to DPE's after-hours contact lists, a DPE vehicle (with radio) and mobile phone dependent on the requirements of the duty to be performed;
- 8.4 Standby hours - the time an employee can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
  - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
  - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.

### **8.5. Standby Rates**

- 8.5.1 An employee required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

## **9. Allowance for Temporary Assignments to Higher Roles**

- 9.1 Employees who relieve in a higher role for a period of at least 5 consecutive workdays will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher role and the employee's salary. The proportions shall depend on the range and level of duties performed in the role. Where the role is vacant, an employee relieving in the role shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant role and the employee's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the roles.
- 9.2 The terms and conditions of the Allowance for Temporary Assignments to Higher Roles apply for the duration of the relieving period.
- 9.3 The duties and the proportion of the Allowance for Temporary Assignments to Higher Roles shall be mutually agreed to prior to the relieving period.

## **10. Assignment**

- 10.1 Assignment to a vacant role will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Government Sector Employment Act 2013*.

- 10.2 Assignment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

### **11. Progression**

#### 11.1 General

11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.

11.1.2 Increments shall be processed by supervisors within one (1) month of receipt

11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the role is banded across a number of levels, grades or classes.

#### 11.2 Progression and competency applications for Field Officer classification.

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

### **12. Project Teams**

12.1 The Chief Executive or nominee may request employees to perform work in a designated project team.

12.2 An employee may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the employee shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An employee working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive role in addition to the project duties.

12.5 Project team jobs may be either full-time or part-time.

### **13. Hours of Work**

13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.

13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).

#### 13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.

13.3.2 Employees, except those in roles under the Field Officer classification, may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the officer agrees.

13.3.3 The standard core time shall be between the hours of 9:30 a.m. and 3:30 p.m. excluding the lunch break, unless other arrangements have been negotiated under a local

arrangement in terms of clause 10 - Local Arrangements, of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

- 13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in NPWS work locations.
- 13.3.5 Pattern of hours is the way hours are worked each settlement period, e.g. start/finish times and days of the week for 7 day roster workers.
- 13.3.6 The pattern of hours will be agreed to between the employees and management of the area with regard to the needs of the DPE, the needs of employees and the provision of services to the DPE's customers.
- 13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 13.3.8 Hours of work for roles and/or classifications will be as set out in subclause 13.4.
- 13.3.9 No employee will be able or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 13.3.10 Permanent changes to the pattern of hours for an employee are subject to consultation with the employee and/or the Union.

13.4 Ordinary hours of work may be organised as follows:

13.4.1 Monday to Friday Workers

Ordinary hours to be worked from Monday to Friday (inclusive).

Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 15, Overtime - General, of this Award.

13.4.2 Defining Monday to Friday Workers

- (i) A Review Committee will be established for the purpose of determining the number, if any, of roles to be reclassified from Seven Day Roster roles to Monday to Friday Day roles in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 13.4.2(i) above, the Review Committee will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 13.4.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
- (iv) New employee(s) will only be offered a Monday to Friday Roster role if a vacancy exists in this category as determined in paragraphs 13.4.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 40 - Industrial Grievance Procedure.

13.4.3 Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a role being reclassified from Monday to Friday to a Seven Day Roster role will be made by the DPE on the basis that:

- (a) Where an employee employed in a Monday to Friday role performs work on more than:
- 23 weekend days and/or public holidays (total) in a financial year in the case of employees who receive a 17% loading; or
- 11 weekend days and/or public holidays (total) in a financial year in the case of employees who receive an 8.5% loading,
- the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the DPE (and the DPE will not unreasonably withhold agreement) to have the role converted to a Seven Day Roster Worker role that attracts the loading; or
- (b) By agreement between the local manager and delegate, a Monday to Friday Day role is converted to a Seven Day Roster role.
- (ii) Nothing in this clause is intended to derogate from the rights of employees opt in/opt out rights in paragraph 13.4.8 below.

#### 13.4.4 Bushfire Management Program

- (i) This clause contains arrangements for the Enhanced Bush Fire Management Program.
- (ii) Field Officers - Bushfire Management Program, Senior Field Officers - Bushfire Management Program, Field Supervisors - Bushfire Management Program and Senior Field Supervisors- Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in paragraph 13.4.4(ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in paragraph 13.4.4(ii) can be converted to a Seven Day Roster Worker role in accordance with paragraph 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive role as a Seven Day Roster Worker, they will be entitled to loading pursuant to paragraphs 13.4.5(vii) -or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster roles vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

#### 13.4.5 Field Officer General Operations

- (a) The Field Officer General Operations will perform the functions contained at Appendix A of this award. The Field Officer General Operations will be a Monday to Friday worker and shall be remunerated by the rates contained in this award in Table 2.

#### 13.4.6 Field Officer Grade 1-2

- (a) Field Officer Grade 1-2 are Monday to Friday workers.

## 13.4.7 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in paragraph 13.4.7 (ii) except where paragraphs 13.4.2, 13.4.3, 13.4.4, 13.4.5 and 13.4.6 apply.
- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors Grades 1 and 2. This list is not exhaustive. Identification of additional roles will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to paragraph 13.4.6. Current employees will retain the loading should they transfer or win a promotion to another role as defined in the default employment category.
- (iv) Ordinary hours for employees are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m., unless otherwise agreed to between the DPE and the employee concerned.
- (v) Employees shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Employees working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the DPE and the employee concerned.
- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster roles for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an employee agrees to work more than the maximum specified in sub-clauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Employees referred to in (vii) or (viii) of this paragraph who are directed to work more weekend days and public holidays than those prescribed for their role, will be paid penalty rates as follows:

**Table 3**

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this paragraph will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

## 13.4.8 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations

concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:

- (a) paragraph 13.4.2 being satisfied; and,
  - (b) with written approval from the DPE.
- (ii) Prior to externally advertising a vacant Seven Day Roster role of the same classification that attracts the loading, the role will:
- (a) in the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading; and
  - (b) if no employees that have previously opted out accept the offer to opt back in, the role will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

#### 13.4.9 Set Pattern of Hours

- (i) These provisions apply to employees who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the employee and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
  - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
  - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks' notice prior to the commencement of this arrangement shall be given to the Branch Director where possible, and 2 weeks' notice of its cessation.
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

### 14. Variation of Hours

- 14.1 Where DPE directs that the set starting and finishing times and/or days to be worked be changed, employees shall be given at least 2 weeks' notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between DPE and the employees within the bandwidth, no penalty is paid.
- 14.3 Where the DPE provides 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.



- 14.4 Where the DPE does not provide 2 weeks' notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the employee requests a variation to hours and/or days and this is agreed by the DPE, no loading shall be paid.
- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00 a.m. to 10:00 p.m. The Branch Director in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours' notice without the payment of the additional 25% loading penalty.

### **15. Overtime - General**

#### 15.1 General

15.1.1 General overtime conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of DPE; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

#### 15.2 Overtime at Home

15.2.1 Employees covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

### **16. Meal Breaks**

#### 16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, employees shall be allowed at least 30 minutes.

#### 16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

### 17. Rest Breaks

- 17.1 There must be a break of at least ten (10) consecutive hours between an employee's normal finishing time and normal start time.
- 17.2 Employees required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work and be paid for any time lost.
- 17.3 Where an employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.
- 17.4 Where an employee is recalled to work after their finishing time and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.
- 17.5 Where an employee is recalled to work after their finishing time and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

### 18. Temporary, Casual and School Based Apprentices Work Arrangements

- 18.1 Temporary employees and casual employees will be employed by the DPE in accordance with the provisions of the *Government Sector Employment Act 2013*.
- 18.2 Temporary Employees
- 18.2.1 All temporary employment will be in accordance with the Government Sector Employment Act 2013, or Regulations and Rules arising from this legislation from time to time.
- 18.2.2 Temporary employees shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to employer based contributions to their nominated superannuation fund.
- 18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.
- 18.3 Casual Employees
- 18.3.1 Casual employees shall be engaged by the DPE on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 18.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the role divided by 260.8929 divided by 7 = Base hourly rate
  - (ii) Rate for Monday to Friday = base hourly rate plus 25%
  - (iii) Rate for Saturday = base hourly rate plus 58%
  - (iv) Rate for Sunday = base hourly rate plus 83%

- (v) Rate for Public Holidays = base rate plus 158%

The rate of pay for casual employees shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casual employees are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casual employees are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Except as otherwise provided for in this clause, casual employees shall also receive the benefit of leave entitlements in accordance with subclauses 12(iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

18.3.7 Casual employees shall be engaged and paid for a minimum of three consecutive hours for each day worked.

#### 18.4 School Based Apprentices

##### 18.4.1 Wages

- (i) 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.
- (ii) For the purposes of subparagraph 18.4.2(i) of this 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.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) 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.

##### 18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) 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.

##### 18.4.3 Conversion from a school based apprentice to a full-time apprenticeship

- (i) 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.

#### 18.4.4 Conditions of Employment

- (i) 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.

### **19. Part-Time Work Arrangements**

- 19.1 Part-time work may be available to:
  - 19.1.1 ongoing and temporary employees who wish to work part-time in an existing role;
  - 19.1.2 existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the role;
  - 19.1.3 employees recruited and assigned to a role where the approved hours are less than full-time.
- 19.2 The decision to work part-time is voluntary. No employee shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Employees employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the role.
- 19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Employees employed on a part-time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Employees employed on a part-time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part-time work arrangement need to be negotiated and agreed to at the outset.

### **20. Job Sharing**

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 DPE will support employees sharing a role provided that the:
  - 20.2.1 arrangement is fair and equitable to the employees involved;
  - 20.2.2 employees involved in the job sharing arrangement agree to the arrangement;
  - 20.2.3 arrangement can be on an ongoing or temporary basis;
  - 20.2.4 arrangement is in the best interests of the smooth functioning of the DPE, ensuring that customer/client DPE relationship is maintained.
- 20.3 The days each employee shall work should be consecutive and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The employees involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

## 21. Public Holidays and Public Service Holiday

### 21.1 General

21.1.1 Unless directed to attend for duty by the Secretary or delegate, an employee is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the employee performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the Secretary (this replaces the Union Picnic Day).

21.1.2 If a declared local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

### 21.2 Monday to Friday Workers

21.2.1 Those employees required to work on a declared public holiday shall be paid overtime in accordance with clause 15 - Overtime - General.

21.2.2 Employees who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

### 21.3 Seven Day Roster Workers

21.3.1 Employees covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 13 - Hours of Work.

21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 13 - Hours of Work, or clause 15 - Overtime - General, as is appropriate.

21.3.3 Provisions of paragraph 21.3.2 do not apply to an employee who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per clause 14, Variation of Hours, of this Award. The employee will be entitled to take a day off in lieu within 12 months at a time agreed between the employee and their supervisor.

## 22. Leave

### 22.1 General

22.1.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within:

the Act and Regulation, and

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award, and

DPE's policies as agreed and reviewed from time to time.

22.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

**23. Recreation Leave and Annual Leave Loading**

## 23.1 Recreation Leave

23.1.1 For Monday to Friday Workers paid recreation leave accrues at the rate of 20 working days per year,

23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year.

## 23.2 Annual Leave Loading

23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

**24. Family and Community Service Leave and Leave Arising from Domestic Violence**

24.1 The application of Family and Community Service Leave for employees covered by this Award shall be in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

24.2 The application of Leave for Matters Arising from Domestic Violence for employees covered by this Award shall be in accordance with clause 84A of the Crown Employees (Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

**25. Excess Travel Time**

25.1 Excess Travel Time shall be regulated in accordance with the provisions of clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

**26. Contact with Employees on Parental and Maternity Leave**

26.1 All parties agree to implement the NPWS Parental/Maternity Leave Contact Policy which aims to maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.

26.2 It is recognised that some employees may not wish to keep in contact with the DPE while they are on leave.

**27. Incident Conditions**

## 27.1 General

27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Branch Director until such time as the declaration of the incident is lifted.

27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those employees involved in the incident.

27.1.3 Adjustments to hours will be carried forward to the next settlement period.

27.1.4 On successful completion of basic firefighting training all employees will be issued with appropriate personal protective and other equipment in accordance with the DPE's Fire Management Manual as varied from time to time.

27.1.5 Employees directed to return from annual leave to attend an Incident will be compensated for pre-paid accommodation and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Employees will be further compensated by single hourly rate for all hours travelled. Such employees will have the same option as employees called from an Allocated Day Off as in paragraph 27.2.5.

27.1.6 "Incident Controller" within this clause means an employee responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

## 27.2 Conditions

27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the employee's substantive salary or as prescribed in subclause 27.5 Incident Responsibility Rates, whichever is the greater.

27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.

27.2.3 All travel to and from an incident will be paid as if part of the Incident.

27.2.4 If an employee is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.

27.2.5 Employees required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) overtime for the whole shift (minus the normal days' pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

## 27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an employee is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

## 27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, employees may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances, e.g. new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where employees are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Employees shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

## 27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with DPE's job evaluation process. Only those persons assigned to roles identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

**Table 4**

	2.53% increase effective from the first full pay period on or after 1 July 2022 \$	4% increase effective from the first full pay period on or after 1 July 2023 \$
<b>Role</b>		
Crew Member	69,160	71,930
Crew Leader	77,570	80,670
Sector Commander	86,112	89,560
Divisional Commander	97,525	101,430
Operations Officer	104,711	108,900
Planning Officer	104,711	108,900
Logistics Officer	129,678	134,870
Incident Controller	143,716	149,460
Deputy Incident Controller	143,716	149,460
Safety Officer	104,711	108,900
Situation Officer	86,112	89,560
Situation Unit Leader	97,525	101,430
Resource Officer	86,112	89,560
Resource Unit Leader	97,525	101,430
Air Attack Supervisor	97,525	101,430
Air Operations Manager	104,711	108,900
Air Observer	86,112	89,560
Airbase Manager	86,112	89,560

27.5.2 Employees with specific skills assigned to work in any of the identified Incident Roles listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For employees receiving the Allowance for Temporary Assignments to Higher Roles the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional Incident Roles has not been determined employees will be paid their substantive hourly rate or for employees receiving the Allowance for Temporary Assignments to Higher Roles the hourly rate that they were paid when the incident was declared for the duration of their relieving period.



- 27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.
- 27.5.5 Employees must be assigned to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.
- 27.5.6 When new Incident Roles are created, they will be evaluated to determine the appropriate salary and existing Incident Roles may be reviewed at the same time.
- 27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2015) Award or any successor instrument to that Award.
- 27.6 Payment associated with Incidents
- 27.6.1 This replaces the provisions of Clause 15 - Overtime, in relation to overtime worked in respect of incidents.
- 27.6.2 Payment will be calculated as follows:
- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.
- 27.6.3 No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time, e.g. 30-45 minutes. Where meals are provided to an employee on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.
- 27.7 Family and Dependent Care During Incident Conditions
- 27.7.1 DPE will compensate employees for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.
- 27.7.2 DPE will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.
- 27.8 Provision of meals and accommodation whilst working on Incident
- 27.8.1 DPE will generally provide meals including breakfast, lunch, and dinner, and provide supper for employees working night shift.
- 27.8.2 Employees commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.
- 27.8.3 If no meal is supplied, a payment of \$15.24 per meal is made.
- 27.8.4 Wherever possible employees will be allowed to return home or the DPE will provide accommodation in a hotel or motel.
- 27.8.5 Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in clause 7, Allowances, of this Award.
- 27.9 Standby Associated with Incidents
- 27.9.1 When an incident is declared appropriately trained and qualified employees may be required to be on standby outside normal rostered working hours.

## 28. Working from Home

- 28.1 Supervisors may allow employees to work from home: however, working from home is not to be a routine arrangement.
- 28.2 Employees covered by this Award may be given approval to work from home from time to time.
- 28.3 Greater access to working from home is to be given to employees where:
- 28.3.1 family members are sick; or
  - 28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;
  - 28.3.3 for weekend and night emergency incident management; and
  - 28.3.4 the nature of the work allows for it.
- 28.4 In some cases where family members are sick, employees may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).
- 28.5 When working at home, employees must ensure that they are contactable by their office.
- 28.6 Employees are covered by workers' compensation where prior approval has been given to the employer to work from home.

## 29. Dependent Care

- 29.1 Where dependents of the employee are sick and require care, the DPE will continue to support the employee in the following ways:
- 29.1.1 In accordance with clause 75, Parental Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award; or
  - 29.1.2 Where circumstances allow, an employee may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an employee with a sick dependent is required to attend to work that cannot be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 DPE will meet the additional costs involved in before or after school care, where an employee is required to work beyond their regular hours, resulting in additional cost to the employee for childcare, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
- 29.4.1 To enable employees to attend residential training and development activities.
  - 29.4.2 To employees required to work during emergency situations.
  - 29.4.3 To ensure that employees are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 DPE will compensate the employee for additional dependent care expenses relating to hours worked during the incident.

### **30. Families and Field Work**

- 30.1 Employees covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 30.2 Employees who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or Reporting Officer prior to the trip for the purpose of insurance coverage.
- 30.3 Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Branch Director.

### **31. Training and Development**

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the DPE.
- 31.2 The training and development of employees covered by this Award will be linked to the Performance Development and Feedback system or any replacement Performance Management System agreed to by the parties. Performance, Development and Feedback Plans will be established through the system and be relevant to the employee's current role and their future career path.
- 31.3 All training and development will be managed and conducted in accordance with the DPE's Learning and Development Framework as varied from time to time.
- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable employees with dependent responsibilities to pursue residential training and development opportunities.

### **32. Study Assistance**

- 32.1 The DPE will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 32.2 Employees are entitled to apply for study time and study leave in accordance with the provisions Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award

32.2.1 The following costs associated with courses:

- (a) Higher Education Contribution Help Scheme Fee; or
- (b) TAFE compulsory fees; or
- (c) Compulsory post-graduate fees; or
- (d) Compulsory full fee paying course fees;

will be reimbursed by the DPE in accordance with the guidelines following.

- 32.3 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an employee of the DPE: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DPE operations or needs and is approved as such by the Chief Executive; or
  - (ii) is their second or successive qualification as an employee of the DPE: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DPE operations or needs and is approved as such by the Chief Executive.

- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 32.3(i) or \$12,000 in respect of paragraph 32.3(ii) of this clause, where other requirements have been met as in subclause 32.6 below.
- 32.5 At the discretion of the Chief Executive and where the Chief Executive determines that it is in the interests of the DPE, approval may be given for a maximum of eight annual approvals as set out in subclause 32.4 above.
- 32.6 To be eligible to receive a refund, an employee must:
- (i) have been employed in the DPE prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
  - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
  - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 32.7 Employees who receive prior approval for study assistance for a particular course, or qualification under the NPWS policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under paragraph 32.3(ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 32.3(i) any subsequent application for study assistance will be treated as a second application under paragraph 32.3(ii) of this clause.
- 32.9 The costs associated with courses as outlined in paragraph 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 32.3(i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

### **33. Training Competency**

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

### **34. Engagement of Contractors**

- 34.1 DPE is committed to establishing a consultative process regarding the use, including supervision, of contractors by DPE. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Service Commission, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted or be an appropriately qualified person. The parties will consult on the level of supervision required.

### **35. Anti-Discrimination**

- 35.1 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.
- 35.2 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.

35.3 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.

35.4 Nothing in this clause is to be taken to affect:

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (ii) offering or providing junior rates of pay to persons under 21 years of age;
- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

35.5 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.

35.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

35.7 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."

### **36. Redundancy Entitlements**

36.1 Redundancy provision payments will be made in accordance with the Managing Excess Employees Policy, as varied from time to time.

### **37. Outplacement Services**

37.1 DPE agrees to provide outplacement services to employees declared excess and who are subject to the Managing Excess Employees Policy. A panel of suitable outplacement service providers will be agreed between DPE and AWU.

### **38. Workplace Environment**

38.1 DPE will ensure that all employees are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Work Health and Safety Act 2011*.

38.2 While there are no requirements for office workplaces, the DPE agrees to provide employees covered by this Award with reasonable conditions and space.

38.3 Smoking is prohibited at all indoor NPWS workplaces and in DPE vehicles.

### **39. Housing**

39.1 The parties agree to consult on future issues related to DPE-owned housing including the preparation of briefs for valuers.

39.2 All employees occupying a DPE house will be required to sign a tenancy agreement.

#### 40. Industrial Grievance Procedure

##### 40.1 General

- 40.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 40.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.
- 40.1.3 In seeking a resolution to any industrial dispute or industrial grievance, DPE may be represented by an industrial organisation of employers, and the employees of DPE may be represented by an industrial organisation of employees.
- 40.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

##### 40.2 Steps to Resolve Industrial Grievances or Disputes

- 40.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the employee(s) and the Reporting Officer or other appropriate employee concerned and addressed within one week.

The employee(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the) employee(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the employee(s) concerned may discuss the matter with the Branch Director, a representative of the Employee Relations Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of DPE and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

#### 41. Deduction of Union Membership Fees

- 41.1 Each Union shall provide DPE with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.

- 41.2 The Union(s) shall advise DPE 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 DPE at least one month in advance of the variation taking effect.
- 41.3 Subject to subclauses 41.1 and 41.2 above, DPE shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with its rules of membership, provided that the employee has authorised the DPE to make such deductions.
- 41.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Union(s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to employee's Union membership accounts.
- 41.5 Unless other arrangements are agreed by the DPE and the Union(s), all Union membership fees shall be deducted on a fortnightly basis.
- 41.6 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.

#### **42. Saving of Rights**

- 42.1 No employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

#### **43. No Extra Claims**

- 43.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.
- 43.2 The terms of subclause 43.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

#### **44. Area, Incidence and Duration**

- 44.1 This Award will apply to employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the National Parks and Wildlife Service of the Department of Planning and Environment.
- 44.2 This Award will not apply to employees:
- (i) that transferred to the DPE where these employees occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
  - (ii) that are employed in the Senior Executive Service (SES); or
  - (iii) that are employed in the Botanic Gardens Trust; or
  - (iv) whose conditions of employment are determined by the Crown Employees (Department of Planning Industry and Environment - Parks and Wildlife Group) Conditions of Employment 2015 Award or any successor instrument to that Award including employees who are occupying Field Officer classifications where the role description specifies the role's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or

- (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2019 or any successor instrument to that Agreement.
- 44.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any successor instrument to that Award apply to employees covered by this Award.
- 44.4 The Award shall take effect on and from 1 July 2022 and shall remain in force nominally until 30 June 2023.
- 44.5 This award rescinds and replaces the Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2021 Award published 8 October 2021 (390 I.G. 569).
- 44.6 The parties have agreed that negotiations for a new Award will commence 6 months prior to the nominal expiry date of this Award and that these discussions will include consideration of the following issues:

The creation of a stand-alone Award

The insertion of a consultation clause that provides for regular meetings between union delegates and local managers to discuss local issues

Whether any employee-related cost savings have been achieved during the nominal term of this Award

## PART B

### MONETARY RATES AND CLASSIFICATIONS

**Table 1 - Salary Schedule for Skilled Trades Classification**

CLASSIFICATION/GRADE/YEAR	2.53% increase effective from the first full pay period on or after 1 July 2022 Per annum \$	4% increase effective from the first full pay period on or after 1 July 2023 Per annum \$
TRADESPERSON		
Tradesperson Level 1	69,730	72,519
Tradesperson Level 2	72,002	74,882
Tradesperson Level 3	74,525	77,506
Tradesperson Level 4	78,419	81,556
Tradesperson Level 5 - Year 1	79,422	82,599
Tradesperson Level 5 - Year 2	84,034	87,395
Electronics Tradesperson	87,944	91,462
TRADES APPRENTICE YEAR (PERCENTAGE)		
1st Year (50%)		
2nd Year (60%)		
3rd Year (75%)		
4th Year (85%)		
COMPETENCY CRITERIA FOR SKILLED TRADES		
Level 1		
Base trade. Appointees Employees at this level must have		



appropriate trade qualifications.		
Level 2		
Base trade plus the ability to perform general park maintenance duties, when required.		
Level 3		
A tradesperson who is able to:		
- work with the minimum amount of supervision;		
- work with the minimal amount of technical direction;		
- solve technical problems;		
- meet deadlines;		
- ensure quality control of work; and		
- perform general park maintenance duties when required.		
Level 4		
Senior Tradesperson		
is a tradesperson who possesses the skills, knowledge, qualifications, and competencies that are superior to those required by a tradesperson Level 3;		
or supervises the work of other tradespersons, including setting work priorities and allocating tasks.		
Level 5		
Assignment to a role at this level is by competitive selection to advertised vacancies. This level includes the Maintenance Supervisor role, which is responsible for the Field Officers of a district.		
A trade role which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a role at this level.		

**Table 2 - Salary Schedule for Field Officer Classification**

CLASSIFICATION/GRADE/YEAR	2.53% increase effective from the first full pay period on or after 1 July 2022 Per annum \$	4% increase effective from the first full pay period on or after 1 July 2023 Per annum \$
Field Officer General Operations - Monday to Friday	45,308	47,120
AWU classification – Field Officers employed from 4/8/05		
Field Officer Base Grade 1/2 - AWU - Monday to Friday		
Field Officer Base Grade 1 Year 1- AWU	52,329	54,422
Field Officer Base Grade 1 Year 2- AWU	53,651	55,797
Field Officer Base Grade 2 Year 1- AWU	54,888	57,084
Field Officer Base Grade 2 Year 2- AWU	57,448	59,745
Field Officer Grade 1/4		
Field Officer Grade 1 Year 1	52,329	54,422

Field Officer Grade 1 Year 2	53,651	55,797
Field Officer Grade 2 Year 1	54,888	57,084
Field Officer Grade 2 Year 2	57,448	59,745
Field Officer Grade 3A Year 1	65,552	68,174
Field Officer Grade 3A Year 2	66,708	69,376
Field Officer Grade 4A Year 1	68,575	71,318
Field Officer Grade 4A Year 2	69,813	72,606
AWU - Field Officers Grade 1-2		
Field Officer Grade 1/2		
Field Officer Grade 1 Year 1	52,329	54,422
Field Officer Grade 1 Year 2	53,651	55,797
Field Officer Grade 2 Year 1	54,888	57,084
Field Officer Grade 2 Year 2	57,448	59,745
AWU - Field Officers Grade 3-4		
Field Officer Grade 3/4		
Field Officer Grade 3A Year 1	65,552	68,174
Field Officer Grade 3A Year 2	66,708	69,376
Field Officer Grade 4A Year 1	68,575	71,318
Field Officer Grade 4A Year 2	69,813	72,606
AWU classification - Existing officers employed prior to 4/8/05		
Field Officer Grade 1/4		
Field Officer Grade 1 Year 1	60,440	62,858
Field Officer Grade 1 Year 2	61,572	64,035
Field Officer Grade 2 Year 1	62,496	64,996
Field Officer Grade 2 Year 2	63,692	66,240
Field Officer Grade 3A Year 1	65,552	68,174
Field Officer Grade 3A Year 2	66,708	69,376
Field Officer Grade 4A Year 1	68,575	71,318
Field Officer Grade 4A Year 2	69,813	72,606
Field Officer Grade B3/B4		
Field Officer Grade 3B Year 1	65,552	68,174
Field Officer Grade 3B Year 2	66,708	69,376
Field Officer Grade 4B Year 1	68,575	71,318
Field Officer Grade 4B Year 2	69,813	72,606
Senior Field Officer Grade 1/2		
Senior Field Off Grade 1 Year 1	71,365	74,220
Senior Field Off Grade 1 Year 2	72,577	75,480
Senior Field Off Grade 2 Year 1	74,045	77,007
Senior Field Off Grade 2 Year 2	75,594	78,618
Field Supervisor Grade 1/2		
Field Supervisor Grade 1 Year 1	78,188	81,136
Field Supervisor Grade 1 Year 2	79,981	83,180
Field Supervisor Grade 2 Year 1	81,772	85,043
Field Supervisor Grade 2 Year 2	83,565	86,908
Senior Field Supervisor Grade 1/2		
Senior Field Supervisor Grade 1 Year 1	90,661	94,287

Senior Field Supervisor Grade 1 Year 2	92,888	96,604
Senior Field Supervisor Grade 2 Year 1	95,118	98,923
Senior Field Supervisor Grade 2 Year 2	97,344	101,238
Senior Field Supervisor Grade 3		
Senior Field Supervisor Grade 3 Year 1	116,211	120,859
Senior Field Supervisor Grade 3 Year 2	119,479	124,258
Senior Field Supervisor Grade 3 Year 3	124,357	129,331
Senior Field Supervisor Grade 3 Year 4	128,061	133,183

### Progression

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

#### De-Skilling

The classification structure for tradespersons is not designed to promote deskilling of tradespersons.

As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

### Progression Criteria for Field Officer Classification

#### Field Officers

At the time of the making of this award existing Field Officers at the level of Field Officer Grade 1 or Field Officer Grade 2 in the classification of Field Officers Grade 1-4 shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Field Officer Grade 1 and Grade 2 will be broad-banded into one classification Field Officer 1-2 and Field Officer Grade 3 and Grade 4 will be broad-banded into one classification Field Officer 3-4.

Progression from Field Officer 1-2 to Field Officer 3-4 will be by way of promotion via merit selection

#### Field Officer Grade 1-2

Progression within the broad-banded Field Officer 1-2 classification will be by annual increment as well as being dependent on satisfactory performance.

#### Field Officer Grade 3-4

Progression within the broad-banded Field Officer 3-4 classification will be by annual increment as well as being dependent on satisfactory performance.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Progression Criteria for Field Officer 1-4 (applies only to employees who were employed in the classification of Field Officer 1-4, at the Field Officer Grade 1 or Grade 2 level, at the time of the making of the 2021 award – Serial C9319)

**Field Officer Grade 1**

Assignment to a role at this grade shall be subject to competitive selection for advertised vacancies.

Assignment to a role at this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the employee having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

**Field Officer Grade 2**

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current driver's licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Branch Director.
- (d) employees engaged in the Field Officer Grade 1-2 role shall not progress into the Field officer 1-4 classification unless through merit-based selection in accordance with the *Government Sector Employment Act 2013*.

**Field Officer Grade 3**

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the employee having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Branch Director.

In addition, joint assessment and certification by the Branch Director and the direct supervisor that the employee is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

**Field Officer Grade 4**

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Branch Director.

**Senior Field Officer Grade 1**

Assignment to the role of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for employees responsible for direct supervision of National Parks and Wildlife Service employees, volunteers and contractors.

**Senior Field Officer Grade 2**

Progression to the role of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the employee meeting the competency requirements for assignment to Senior Field Officer Grade 1; and
- (c) the employee having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Branch Director.

**Field Supervisor Grade 1**

Assignment to the role of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for assignment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the employee having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Branch Director.

**Field Supervisor Grade 2**

Assignment to the role of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for assignment to Field Supervisor Grade 2 as certified by direct supervisor and Branch Director. Senior Field Officers (Plant) are also eligible for assignment but must demonstrate the wider skills required for general Senior Field Officers competencies.

**Senior Field Supervisor Grade 1/2**

Assignment to the level of Senior Field Supervisor shall be subject to:

- (a) the employee demonstrating all essential competency requirements for assignment to Field Supervisor Grade 2, as certified by direct supervisor and Branch Director.

Assignment to a role at this classification shall be subject to competitive selection for advertised vacancies.

**Senior Field Supervisor Grade 3**

Assignment to a role at this classification shall be subject to competitive selection for all advertised vacancies.

Senior Field Supervisor Grade 3 is a Monday to Friday role

**APPENDIX A**

Functions of the Field Officer General Operations

The Field Officer General Operation will have within the classifications scope of duties the following functions:

Basic upkeep of the estate, including mowing lawns and cleaning of visitor facilities, cleared grounds, gardens, pathways, toilets, BBQs, shelters, picnic furniture, camping areas, short stay accommodation sites, visitor centres, parking areas, playgrounds, depots and offices to ensure safe use and maintain asset condition.

1. Collects rubbish, replenishes consumables and removes graffiti at picnic grounds, toilets, camping areas, short stay accommodation sites, visitor centres, depots, offices and other infrastructure.
2. Conducts basic maintenance of walking tracks, mountain bike and horse riding trails, including trimming vegetation, clearing drains and culverts and basic road maintenance such as filling potholes.
3. Performs weed control tasks this may involve the use of herbicides subject to training and certifications.
4. Participates as a crew member only in hazard reduction and wildfire management programs subject to training and certifications.
5. Assists in the transport and handling of materials and equipment, activation of advisory signs and other basic tasks.
6. Records and reports in a timely manner any issue or incident impacting on the park or visitors and alerts supervisors to potential risks to the safety of visitors and staff.
7. Operates minor plant and equipment including utility vehicles, whipper snippers, pressure washers, weed spraying units, chainsaws and conditionally licensed vehicles (excluding major plant).

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Printed by the authority of the Industrial Registrar.

## TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

### DETERMINATION REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 6 March 2024.

E. ROBINSON, *Industrial Registrar*

#### Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9794	15 December 2023	6 March 2024	396	145

### DETERMINATION

#### Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Class of Contract of Carriage, Locality and Duration
3.	The Contract Carrier
4.	General Conditions
5.	Daily Working Instructions
6.	Other Conditions
7.	Other Conditions
8.	Conditions (Rates of Remuneration)
8A.	Deemed Distances
9.	Leave Reserved
10.	Additional Payments in Respect of Fuel
	Schedule 1 - Rates of Remuneration
	Schedule 2 - Procedure and Time for Adjustment of Rates and Amounts

#### 1. Definitions

In this contract determination unless the subject matter or context otherwise indicates or requires:

"Approved Driver" means the Contract Carrier when the Contract Carrier is an individual person; a partner nominated by the partnership to the Principal Contractor when the Contract Carrier is a partnership; and a person referred to in section 3 09(1) of the Act nominated by the corporation to the Principal Contractor when the Contractor Carrier is a corporation.

"Car" means car, utility and commercial motor vehicle.

"Contract of Carriage" has the meaning given to that expression by the Act.

"Contract Carrier" means a carrier who enters into contracts of carriage.

"Delegate" means union delegate of Contract Carriers based at a terminal and includes co-delegate.

"Intrastate Work" means work which is not local work.

"Local Work" means work involving the transportation of a car to and from places both of which are within the area of a circle of a radius of 50 kilometres the centre of which is the terminal of the Principal Contractor at which the Contract Carrier is based.

"Misconduct" means consuming alcohol while undertaking work for the Principal Contractor, being under the influence of alcohol or a drug while undertaking work for the Principal Contractor, being dishonest or abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to the Principal Contractor.

"Retrenchment" in its application to a Contract Carrier means a termination of a Contract Carrier because of the lack of sufficient work available to the Principal Contractor (having regard to the aggregate number of Contract Carriers with whom he has contracts of carriage and Contract Carriers with whom he regularly enters into contracts of carriage) to keep the Contract Carriers adequately engaged with work.

"Standing Time Rate" means the standing time rate specified in Schedule 1 for a vehicle of the carrying capacity of the Contract Carrier's vehicle.

"Suspension" in its application to a Contract Carrier means that the Principal Contractor ceases for a period of time determined by the Principal Contractor to enter into contracts of carriage with the Contract Carrier and to allocate work to the Contract Carrier under any current contract of carriage; and "suspended" has a corresponding meaning.

"Termination" in its application to a Contract Carrier means that the Principal Contractor ceases to enter into contracts of carriage with the Contract Carrier and ceases to allocate work to the Contract Carrier under any current contract of carriage; and "terminated" has a corresponding meaning.

"The Act" means the *Industrial Relations Act 1996*.

"Union" means the Transport Workers' Union of Australia, New South Wales Branch.

"Vehicle" means a vehicle used by a Contract Carrier for the purpose of a contract of carriage.

"Work" means the transportation of cars by a Contract Carrier under a contract of carriage with a Principal Contractor. Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. Words importing the masculine gender shall include females and words importing persons shall include corporations.

## **2. Class of Contract of Carriage, Locality and Duration**

- (i) This contract determination shall operate in respect of contracts of carriage being contracts for the transportation of cars within New South Wales by the use of equipment designed or modified for that purpose, but excluding contracts of carriage being contracts for the transportation of cars to or from a place outside New South Wales, and excluding operators licensed under the *Tow Truck Act 1989*.
- (ii) This determination shall be binding on all Principal Contractors and Contract Carriers parties to contracts of carriage of the class to which this determination relates.
- (iii) This determination rescinds and replaces the Transport Industry - Car Carriers (N.S.W.) Contract Determination published 22 December 2000 (321 I.G. 264) as varied. This determination shall take effect on and from 23 May 2008 and shall remain in force for a period of twelve months thereafter.
- (iv) Leave is reserved to the parties to apply to vary the rates in Schedule 1, Rates of Remuneration, and the amounts in clauses 7 (i) and 7(viii)(c) at the times and in accordance with the provisions specified in Schedule 2, Procedure and Time for Adjustment of Rates and Amounts. Leave is reserved to the parties



to apply to insert conditions which relate to the sale of the vehicle. Leave is reserved to the union to apply in respect of down time caused by breakdown of the equipment supplied by the Principal Contractor.

### 3. The Contract Carrier

- (i) shall comply with all Acts, Ordinances, Regulations and By-laws relating to the registration, third party insurance and general operation of the vehicle within New South Wales;
- (ii) shall carry such cars as the Principal Contractor shall from time to time specify and between such places as the Principal Contractor may reasonably require;
- (iii) shall be responsible for the safe loading of the vehicle and the securing and proper weather-protection of the load, provided that such is facilitated by the equipment supplied by the Principal Contractor;
- (iv) shall exercise all reasonable care and diligence in the carriage and safe-keeping of the cars in his care;
- (v) shall hold at all times and on request produce for the inspection of the Principal Contractor a current driver's licence appropriately endorsed or issued in respect of a motor vehicle of the class of the Contract Carrier's vehicle and immediately notify the Principal Contractor if the licence is suspended or cancelled;
- (vi) shall supply at the request of the Principal Contractor notice of any encumbrances, liens or bills of sales affecting the Prime Mover of the Contract Carrier;
- (vii) shall not have any lien over the cars carried by him; and
- (viii) shall, if the Contract Carrier is not the driver of the vehicle, ensure that the driver complies with those provisions of the determination which are appropriate to be complied with by the driver.

### 4. General Conditions

- (i)
  - (a) The Principal Contractor shall obtain and maintain adequate insurance cover against the liability of himself and the Contract Carrier for loss or damage to cars being carried. Such insurance cover shall be for an amount adequate to cover the value of the load to be carried. A copy of the policy shall be made available for inspection by the Contract Carrier. The cover by agreement of the insurance company shall exclude the insurer's right of subrogation provided however that the Contract Carrier shall be responsible at all times for the goods in his care, custody and control and it is a condition precedent to this insurance cover that the Contract Carrier shall exercise all reasonable care in the transport of and the safety of the goods the subject of the contract of carriage.
  - (b) The Contract Carrier shall obtain and maintain a public liability insurance policy for an amount of \$10,000,000 in respect of any liability incurred by the Contract Carrier in the performance of work for the Principal Contractor.
  - (c) The Contract Carrier shall obtain and maintain a comprehensive motor vehicle insurance policy over the vehicle including unlimited cover for third party property damage in respect of any one accident.
  - (d) The Contract Carrier shall take out and maintain Personal Sickness and Accident Insurance under which the Contract Carrier in the event of incapacity of the approved driver for a period exceeding eight ordinary working days will receive a weekly benefit which is not less than the amount required to meet the financial obligations of the Contract Carrier in respect of his vehicle.
  - (e) Where the Contract Carrier is a corporation, the Contract Carrier shall take out and maintain a Workers' Compensation Insurance Policy to cover the approved driver.

- (f) A copy of all insurance policies required to be effected by the Contract Carrier under this determination and receipts for correct premiums shall be produced for inspection by the Principal Contractor at any time upon request. Copies of certificates of currency shall also be supplied to the Principal Contractor to ensure that policies held by the Contract Carriers do not expire.
- (ii) Where the approved driver of the vehicle is required by the Principal Contractor to wear special uniform when undertaking work for the Principal Contractor, it shall be supplied by the Principal Contractor at no cost to the Contract Carrier. Where a uniform is so provided the Contract Carrier shall ensure that it is worn by the approved driver at all times while undertaking work for the Principal Contractor.
- (iii) The Principal Contractor shall pay to the Contract Carrier all charges for tolls, ferry dues and crane hire which the Contract Carrier may necessarily incur in performing work for the Principal Contractor.
- (iv) When the Contract Carrier is a corporation or partnership then for the purposes of this determination any act, default or misconduct by any person doing work on behalf of the corporation or partnership under a contract of carriage to which the corporation or partnership is a party shall be deemed to be the act, default or misconduct of the Contract Carrier.
- (v) In the event of an industrial dispute -
  - (a) The delegate shall negotiate with the transport manager of the Principal Contractor.
  - (b) If the dispute is not resolved, the union organiser shall take the matter up with the management of the Principal Contractor.
  - (c) If negotiations are unsuccessful, the dispute shall be notified to the Industrial Registrar to enable a compulsory conference to be convened.
  - (d) Whilst these steps are being pursued it is expected that work shall continue normally.
- (vi) Each Principal Contractor shall give priority in loading to Contract Carriers whose vehicles are painted in the Principal Contractor's colours and identification over Contract Carriers whose vehicles are not painted in the Principal Contractor's colours and identification.

### **5. Daily Working Instructions**

- (i) The Contract Carrier shall:
  - (a) work as directed by the Principal Contractor. This obligation shall include the following:
    - report to the Principal Contractor attendance or non-attendance at the Principal Contractor's terminal or other place designated by the Principal Contractor at least one hour prior to the start time nominated by the Principal Contractor. In the event that no start time is nominated by the Principal Contractor, the Contract Carrier must contact the Principal Contractor by 6 am daily on each of the days on which he may be required to undertake work;
    - advise the Principal Contractor as early as possible any commitments affecting his ability to perform work; and
    - not cease performing work on any day without notifying the Operations Staff of the Principal Contractor in person, by 2-way radio or telephone;
  - (b) ensure that the driver of the vehicle is of neat appearance;
  - (c) maintain contact with the Principal Contractor radio if installed in the vehicle and immediately inform the Principal Contractor when a radio unit installed in the vehicle requires servicing or repair;

- (d) inform the Principal Contractor immediately if he is unable to effect a pick up of cars to be carried by him;
  - (e) ensure that all freight notes and driver's work sheets and any other document reasonably required by the Principal Contractor are correctly completed and given to the Principal Contractor and use every endeavour to obtain the customer's signature when cars are picked up and delivered;
  - (f) submit properly completed work sheets within 36 hours of the delivery of cars where possible;
  - (g) account for any cheques or moneys received on behalf of the Principal Contractor as soon as possible; provided that payment for moneys received shall be made by the Principal Contractor in accordance with clause 2.12 of the Transport Industry (State) Award published 20 April 2000 (315 I.G. 192).
  - (h) immediately report any accident to the Operations Staff of the Principal Contractor and attend to any legal requirements at the scene;
  - (i) before loading, carefully check every car for:
    - Exterior Damage;
    - Interior Damage and cleanliness;
    - Identification Number;
    - Spare Tyre and Tools;
    - Windscreen Scratches;
    - Other obvious shortages;

in accordance with the Federal Chamber of Automotive Industries New Vehicle Receiving and Inspection Procedures including filling in the Vehicle Survey Report (the "initial survey");
  - (j) seek and comply with the Principal Contractor's instructions regarding a safe route, except where unforeseeable local conditions cause a Contract Carrier to effect a justifiable deviation;
  - (k) observe the necessity for civility to the Principal Contractor's customers.
- (ii) The Principal Contractor shall:
- (a) notify Contract Carriers of details of late operations and of the Principal Contractor's intentions to operate special arrangements as easily as practicable. For the pick up or delivery of motor vehicles at a wharf details of late operations shall be notified by 10 am on the day on which the work is to be undertaken;
  - (b) use his best endeavours to ensure that a terminal in continuous use by the Principal Contractor has suitable off-street space for loading and unloading and that pick up locations are adequately staffed and equipped with facilities for the provision of air for tyres, of fuel and of auxiliary batteries;
  - (c) endeavour to allocate work in a manner designed to give equal opportunity of earnings for Contract Carriers operating vehicles of the same capacity;
  - (d) arrange whenever practicable for a representative to attend accidents involving substantial load or equipment damage or personal injury;
  - (e) advise Contract Carriers of urgent or special delivery instructions arranged for particular work or particular cars;
  - (f) instruct Operations Staff to treat communications from Contract Carriers as first priority, wherever practicable;

- (g) use his best endeavours to ensure that cars being carried by the Contract Carrier have sufficient fuel for loading and unloading purposes;
- (h) maintain a record (to be known as the "Intrastate Roster") of distances covered by each Contract Carrier in undertaking intrastate work which shall also show the carrying capacity of the vehicle of each Contract Carrier. Intrastate work shall be allocated to Contract Carriers operating vehicles in each capacity division on the principle of work involving the longest distance being allocated to the Contract Carrier with the lowest accrued distance. Distances travelled on work performed during a weekend shall not be recorded on the "Intrastate Roster";
- (i) a Contract Carrier unavailable to undertake intrastate work for any reason other than failure of equipment supplied by the Principal Contractor or annual leave shall have a distance added to his accrued distance on the "Intrastate Roster" equivalent to the distance he would have travelled in undertaking the work which would be allocated to him if he had been available. This paragraph (i) shall not apply to a delegate unavailable as a result of a reasonable absence on union business.

### 6. Other Conditions

- (i) If the Contract Carrier commits misconduct he may be suspended by the Principal Contractor. An inquiry will be held within one normal working day by the Principal Contractor or his nominee, delegates and, if available, a representative of the union. If misconduct is proven then the Contract Carrier may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (ii) The Principal Contractor or his nominee and delegates and, if available, a representative of the union may investigate any failure by a Contract Carrier to comply with the terms of this determination. A Contract Carrier who fails to comply with the terms of this determination may be suspended and/or terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (iii)
  - (a) A Contract Carrier shall not engage or allow another person to drive his vehicle other than the approved driver when he is performing work for the Principal Contractor unless the approved driver is unable to perform work for a period of more than one week for any reason other than annual leave. It will then be the responsibility of the Contract Carrier to arrange for the services of a driver to operate his vehicle for a period not to exceed three months from the date of commencement of the disability.

If the disability continues beyond a period of three months the Contract Carrier may be suspended and/or terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
  - (b) A Contract Carrier shall not engage or use the services of a driver for his vehicle other than the approved driver without prior approval from the Principal Contractor concerned as the suitability of the driver. If such approval is given the Contract Carrier will take out and maintain at all times a Workers' Compensation Insurance Policy to cover the driver. The approval may be withdrawn by the Principal Contractor if the driver commits misconduct or fails to comply with a provision of this determination appropriate to be compiled with by a driver of a Contract Carrier's vehicle.
- (iv) The Contract Carrier shall:
  - (a) pay all the registration and insurance fees in respect of the prime mover (and/or trailer where the Contract Carrier operates under Table B);
  - (b) pay all imposts payable in respect of the prime mover; and
  - (c) keep the prime mover in mechanically sound roadworthy and clean condition.

## 7. Other Conditions

- (i) The remuneration of a Contract Carrier shall be subject to adjustment under this subclause.
  - (a) The Principal Contractor may (subject to notice of two weeks) deduct the sum of \$336.39 for each incident involving a car or cars under the care or control of the Contract Carrier being damaged and the sum of \$336.39 for each car from which an item becomes missing while the car is under the care or control of the Contract Carrier and the sum of \$318.61 for each car which has damage or from which an item is missing (being damage of the kind referred to in Clause 5(i)(i) which is not noted on the initial survey). In the event that repair and/or replacement costs are less than \$336.39, the lesser amount shall be paid by the Contract Carrier. The amount in this clause (\$336.39) shall be varied at the same percentage as the rate adjustment applicable within this determination.
  - (b) Subject to the foregoing provision where salvage of a load or equipment is necessary due to an accident, the salvage costs shall be borne by the Principal Contractor.
  - (c) If the Contract Carrier is delayed en route under circumstances in which he cannot complete the work within a reasonable period of time for any reason, the Principal Contractor may transfer the cars from the vehicle of the Contract Carrier and make other arrangements for the completion of the carriage of the cars and deduct from the payment which would have been due to the Contract Carrier if he had completed the work any reasonable cost incurred by the Principal in effecting completion of the transportation of the cars; provided that the Principal Contractor shall not be entitled to deduct any amount which he may be entitled to recover under the insurance referred to in clause 4(i)(a) of this determination.
  - (d) Where authorised in writing by the Contract Carrier, the Principal Contractor may deduct from any remuneration payable to the Contract Carrier an amount equal to payments made by the Principal Contractor for fuel supplied for the benefit of the Contract Carrier.
- (ii) The Principal Contractor in conjunction with union delegates may investigate an excessive claims record of a Contract Carrier. A Contract Carrier whose claims record is excessive may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (iii) No alterations to equipment of the Principal Contractor are to be carried out by the Contract Carrier without the consent of the Principal Contractor.
- (iv) A Contract Carrier shall be responsible for keeping the trailer and associated equipment in a clean and tidy condition subject to workload. The Contract Carrier is required to report to the Principal Contractor any obvious faults in the trailer and associated equipment immediately upon them being discovered.
- (v) A Contract Carrier shall have for the purpose of undertaking work a prime mover acceptable to the Principal Contractor. The wheelbase and fittings (including turntable and mudguards) shall be as specified by the Principal Contractor.
- (vi) A Contract Carrier shall bear the cost of alterations to the prime mover or trailer which are necessary due to the incompatibility of the type of prime mover provided by the Contract Carrier.
- (vii) A Contract Carrier shall be responsible for and meet all costs for maintenance and replacement of brake linings (in excess of two sets per year) and tyres fitted to the trailer provided by the Principal Contractor. Should excessive wear of trailer tyres be caused by a faulty trailer, then the Principal Contractor shall reimburse the Contract Carrier for a reasonable proportion of the cost incurred.
- (viii) The Principal Contractor shall:
  - (a) bear the cost of fitting up the trailer associated equipment. This work shall be carried out by the Principal Contractor or by an outside contractor nominated by him. "Associated equipment"

means the car carrying frame, platform or gondola fitted to the prime mover and, in the case of tag-along trailers only, the turntable attachments to the prime mover;

- (b) pay the following proportion of fitting up costs on replacement of the prime mover according to the period during which the Contract Carrier has continuously undertaken work for the Principal Contractor or the period which has elapsed since the last replacement of the prime mover whichever is the shorter.

Period	Proportion
Up to 1 year	Nil
Over 1 Year and up to 2 years	25%
Over 2 years and up to 3 years	50%
Over 3 years and up to 4 years	75%
Over 4 years	100%

This work shall be carried out by the Principal Contractor or an outside contractor nominated by him. Where fitting up exceeds two weeks and no part of the delay is the fault of the Contract Carrier, the Principal Contractor shall pay the Contract Carrier for eight hours at the standing time rate for each complete working day (and proportionately for part of a working day) which is included in that part of a delay which is in excess of two weeks;

- (c) make available a trailer and associated equipment of an agreed capacity for maintenance fee of 2% of gross income, to be deducted weekly or fortnightly from the Contract Carrier's remuneration. The trailer and associated equipment shall be used only for undertaking work for the Principal Contractor. Should the trailer be used by a Contractor Carrier for any other purpose (except the repositioning of the Contract Carrier's personal car), he may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union;
- (d) maintain the trailer and associated equipment in a reasonable, workable and safe state of repair as required by the Roads and Traffic Authority and the Occupational Health and Safety Act. Where faults in the equipment of the Principal Contractor reported to the Principal Contractor have not been corrected or where faults in such equipment occur and such faults were not apparent on normal inspection, then, should those faults result in damage to the Contract Carrier's equipment, such damage shall be made good by the Principal Contractor. If damage is caused to equipment of the Principal Contractor as a result of negligence on the part of the Contract Carrier, the Contract Carrier shall bear the cost of making good such damage at prevailing industry rates by way of adjustment to the remuneration;
- (e) supply and fit the vehicle of a Contract Carrier engaged substantially in local work with a mobile radio and/or a contemporary communications system at the Principal Contractor's expense. Maintenance and wear and tear and ongoing costs of the radio and/or the communications system will be the responsibility of the Principal Contractor except where repairs are due to negligence of the Contract Carrier. In this instance the cost or repair will be borne by the Contract Carrier by way of adjustment to the remuneration of the Contract Carrier. Where the Contract Carrier changes his vehicle prior to the completion of 12 months work for the Principal Contractor, the cost of transferring the radio and/or the communications system shall be at the Contract Carrier's expense;
- (f) at his option, paint the Contract Carrier's prime mover in the Principal Contractor's colours at the Principal Contractor's expense after the Contract Carrier has been undertaking work for the Principal Contractor for a period of three months;
- (g) at their option, repaint such prime mover every four years. Should the Principal Contractor deem repainting necessary before the expiration of four years or should a Contract Carrier replace the prime mover before the expiration of four years since the last painting the Principal Contractor shall pay the following proportion of repainting (or painting the replacement prime mover) according to the period during which the Contract Carrier has continuously undertaken work for

the Principal Contractor or the period which has elapsed since the last painting of the prime mover whichever is the shorter.

Period	Proportion
Up to 1 year	Nil
Over 1 year and up to 2 years	one third cost
Over 2 years and up to 3 years	two thirds cost
Over 3 years	full cost

The work shall be carried out by the Principal Contractor's workshop at rates generally prevailing in the industry or by outside contractors nominated by the Principal Contractor;

- (h) notify the union or delegate, as the case may be, of any intended variation in the number of Contract Carriers engaged at a terminal. Where it becomes necessary for a Principal Contractor to increase the number of Contract Carriers engaged by him, first consideration shall be given to Contract Carriers displaced because of industry reorganisation.

Retrenchment of Contract Carriers undertaking work on a permanent basis for a Principal Contractor and operating a vehicle of a particular carrying capacity shall be on the basis of "last on, first off" for Contract Carriers operating vehicles of that capacity;

- (i) provide suitable "do-it-yourself" trailer washing facilities;
- (j) where practicable attach a suitable lockable tool box at an accessible position on company equipment;
- (k)
- (A) Subject to subclause (B) bear the cost of removing all company supplied equipment and company signs and paint the prime mover with spraying enamel in a single colour in the case of a Contract Carrier ceasing to perform work for the Principal Contractor, provided that the Contract Carrier has not been terminated under clauses 6 (i) or 6 (ii) and that the Contract Carrier has fulfilled a period of not less than three continuous years of work for the Principal Contractor.
- (B) If the Contract Carrier has been engaged in the performance of work for the Principal Contractor for a period of less than three years then the cost shall be shared in the proportion provided for in clause 7 (viii) (g) except for the mechanical removal of equipment which shall be borne by the Principal Contractor.
- (C) The work shall be carried out by the Principal Contractor at rates prevailing in the industry or by an outside contractor nominated by the Principal Contractor.
- (D) In the case of a retrenchment of a Contract Carrier, the Principal Contractor shall bear the cost of removing all the Principal Contractor's equipment and company signs and paint the prime mover with spraying enamel in a single colour;
- (l) advise and up-date as necessary a complete list of delivery locations regularly serviced by the Principal Contractor. List to include:
- Contact names;  
Telephone number;  
After hours telephone number;  
Receiving times;  
Loading and unloading points.
- (ix) The Principal Contractor shall publish an annual leave roster setting out the Contract Carrier's leave requirements which he shall endeavour to ensure are acceptable to all Contract Carriers.

- (x) Should, in the option of the Contract Carrier, the loading and/or transportation of a particular car or cars constitute a hazard because of the nature or condition of such car or cars, the Contract Carrier shall inform the Principal Contractor and may refuse to load or transport, as the case might be, such car or cars until appropriated measures have been taken to eliminate the hazard.

### 8. Conditions

- (i) The Principal Contractor shall, subject to any adjustments provided for in this determination, pay to a Contract Carrier for intrastate work the rate of remuneration per kilometre shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle for each kilometre necessarily travelled to the destination and return, including any distance travelled where a Contract Carrier is instructed to part-unload before or after reaching the destination, or to deviate for any reason from the accepted or designated route.
- (ii) When a Contract Carrier is instructed to load a car or cars for return to a terminal of a Principal Contractor or other destination during intrastate work, the Principal Contractor shall pay a handling charge in addition to the ordinary rate of remuneration. The handling charge shall be one hour at the standing time rate for each car in a drivable condition or two hours at the standing time rate for each car which is not in a drivable condition. The Principal Contractor shall reimburse the Contract Carrier for any reasonable costs incurred in loading and unloading a car which is not in a drivable condition.
- (iii) Subject to subclause (iv) and subject to any adjustment provided for in the determination, the Principal Contractor shall pay a Contract Carrier for local work in accordance with the "Zone Rates per Car Carrier" shown in Schedule 1 for a vehicle with the capacity of the Contract Carriers' vehicle. A single rate shall be paid for each trip. When multiple pick ups/drops are required in the metropolitan area, the zones will be measured from furthest point of pick up to the furthest point of delivery, via any intervening pick ups/drops in a straight line between those pick ups/drops.

Zone 1 - up to 8 kilometres radius.

Zone 2 - over 8 and up to 16 kilometres radius.

Zone 3 - over 16 and up to 24 kilometres radius.

Zone 4 - over 24 and up to 32 kilometres radius.

Zone 5 - over 32 and up to 50 kilometres radius.

- (iv)
- (a) Subject to clause 8 (v) the provisions of this subclause shall apply when the Contract Carrier is undertaking local work being the transportation of a car or cars under a contract of carriage from one or more places to one or more places of delivery in the course of which the Contract Carrier at no time has a load of cars equal to the carrying capacity of his vehicle because the Principal Contractor is unable or, due to operational circumstances, has found it impracticable to allocate a full load to the Contract Carrier.
- (b) Subject to any adjustment provided for in the determination the Principal Contractor shall pay the Contract Carrier for local work to which this subclause applies whichever is the greater of the rate per car delivered or the hourly rate for the period of time occupied by the Contract Carrier in undertaking the work.
- (c) For the purposes of this subclause, the rate per car delivered means a payment to the Contract Carrier for each car delivered in accordance with the "Rate per Car Delivered" shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle. The applicable rate for each car delivered shall be the rate appropriate to the zone in which the place of delivery of the car is located. The zones in respect of each car delivered shall be the areas within the following radii of the pick up place of the car:

Zone 1 - Up to 8 kilometres radius.

Zone 2 - Over 8 and up to 16 kilometres radius.

Zone 3 - Over 16 and up to 24 kilometres radius.

Zone 4 - Over 24 and up to 32 kilometres radius.



Zone 5 - Over 32 and up to 50 kilometres radius.

- (d) For the purposes of this subclause the hourly rate means payment at the running time rate specified in Schedule 1 for a vehicle of the capacity of the vehicle of the Contract Carrier; and the period of time occupied in undertaking the work shall be calculated from the time when the Contract Carrier commences to drive his vehicle to a place of pick up of the cars to be transported until the time of completion of final delivery but excluding any time during which the Contract Carrier ceased to perform the work or was subject to delay as referred to in subclause (6). Time shall be calculated to the nearest 15 minutes.
- (e) When the hourly rate is the basis of payment of the Contract Carrier, he shall immediately notify the Principal Contractor by radio (or by telephone, if radio is unavailable) when he commences driving to a place of pick up, when he ceased performing work and when he resumes work and when he completes delivery of a car or cars at each place of delivery.
- (v) Notwithstanding anything in this determination, the Contract Carrier and the Principal Contractor may determine by negotiating between them the remuneration payable to a Contract Carrier for local work (including local Port Kembla work) involving the carriage of a load of cars less than the carrying capacity of the vehicle when by reason of the place of pick up or place of delivery the work can conveniently be carried out by the Contract Carrier in the course of his journey to or from his place of residence. The Contract Carrier shall not be obliged to undertake work under this subclause.
- (vi) The Principal Contractor shall pay a Contractor Carrier engaged upon local work at the standing time rate to the nearest 15 minutes for a delay sustained by the Contract Carrier in excess of a reasonable delivery time. This subclause shall only apply to delays caused by the Principal Contractor's or receiver's agents which are notified immediately to the Principal Contractor by radio (or by telephone, if radio is unavailable).
- (vii) The Principal Contractor may adjust the remuneration of the Contract Carrier by way of deducting any amount properly payable by the Contract Carrier which has been incurred by the Contract Carrier in the name of the Principal Contractor; and the Principal Contractor may withhold payment from the Contract Carrier's remuneration of the amount of \$381.75 for a maximum of three months on the Contract Carrier ceasing to undertake work for the Principal Contractor, to enable the final adjustment to be made under this sub-clause. The Principal Contractor shall pay the balance of the remuneration due to the Contract Carrier not later than on the expiry of the period of three months. The \$381.75 amount referred to in this clause shall be varied by an amount equal to the overall percentage variation to rates of remuneration as provided by this determination.
- (viii) The Principal Contractor shall pay the Contract Carrier the remuneration due to him on the fifth working day after the close of the pay period which shall not exceed two weeks' duration.
- (ix) The Principal Contractor shall provide with each payment of remuneration to the Contract Carrier a list showing:
  - (a) origin of loads or parts thereof;
  - (b) delivery points of loads or parts thereof;
  - (c) amounts paid for loads or parts thereof; and
  - (d) the amount of all adjustments and deductions.
- (x) The Principal Contractor shall supply to the Contract Carrier a current schedule of rates for local work and intrastate work showing the pick up points, destinations and rates applicable for vehicles of each capacity.
- (xi) The Principal Contractor shall not make any deductions other than statutory deductions or as authorised by this determination from the remuneration provided for by this determination except as may be authorised in writing by the Contract Carrier.

**8A. Deemed Distances**

- (i) Subject to clause 8A(iii) and 8A(iv), the Principal Contractor may calculate any payment for intrastate work involving the transportation of freight between the locations identified in tables G, H, I and J in Schedule 1 based on the deemed distances specified in those tables. This will apply both in circumstances where a principal contractor pays a contractor at the minimum rates of remuneration provided in the contract determination or at a rate that is higher than that prescribed by the contract determination.
- (ii) Where, at the instruction of a Principal Contractor, a Contract Carrier performs work in the course of a contract of carriage that is in connection with the performance of a journey identified in tables G, H, I or J in Schedule 1 and the Principal Contractor requires the Contract Carrier to travel significant additional kilometres to the deemed distances specified in such tables because the Contract Carrier:
- (a) was instructed to part-unload or load before they will be paid the kilometres necessarily travelled between the starting point and destination designated by the principal contractor; or
  - (b) was required at law to undertake a 4.6 Metre Route in order to complete the contract of carriage and had advised the Principal Contractor of this before undertaking such a route; or
  - (c) deviates from the generally accepted or Principal Contractor designated route due to impassable roads or some other reason agreed to by the Principal Contractor, provided:
    - a. the Contract Carrier has first obtained the agreement of the Principal Contractor to undertake such deviation or is instructed to undertake such a deviation; and
    - b. The Contract Carrier Complies with any reasonable instruction from the Principal Contractor as to the performance of the contract of carriage;
- the Principal Contractor will pay to the Contract Carrier the rate of remuneration per kilometre shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle for each additional kilometre necessarily travelled at the request of the Principal Contractor
- (iii) A Contract Carrier may raise a concern with the Principal Carrier that engages them that a route that they are required to travel in order to complete a journey identified in tables G, H or I by travelling the number of kilometres contemplated in such tables poses a risk to their safety or that of other road uses. Any such concern must be discussed with the Contract Carrier, along with the TWU if requested by the Contract Carrier, and considered promptly and genuinely. This must include the Principal Contractor considering whether a Contract Carrier should be permitted to take an alternate route in order to avoid such alleged risks and consequently be paid for any additional kilometres necessarily travelled. Any dispute about such matters must be dealt with in accordance with the dispute procedure contained in clause 4(v) of this contract determination.
- (iv) If, due to development of new or improved roads, it becomes possible for a Contract Carrier to undertake any of the journeys identified in tables G, H or I by travelling less kilometres than assumed in such tables the Principal Contractor apply such lesser number of kilometres in lieu of the number specified in such tables provided:
- a. The Principal Contractor has advised the TWU of the number of kilometres that it intends to apply (the nominated alternate kilometres) and the reason why; and
  - b. The TWU does not reasonably dispute that the journey can be undertaken within the nominated alternate kilometres; and
  - c. The Principal Contractor has advised relevant Contract Carriers, in writing, that the nominated deemed distances will be applied in the future.

### 9. Leave Reserved

- (i) Leave is reserved for either party to apply as it may be advised for:
- a sixth zone rate for the metropolitan work;
  - rates for vehicles of a capacity not currently covered by this determination;
  - and subclause 7(vii)(c) - trailer hire fee;
  - Diesel fuel rebate
- (ii) Leave is reserved for either party to apply as it may be advised for:
- the definition of "Local Work" contained in clause 1, Definitions; and subclause 8(iii);
  - rates of remuneration for subcontractors based in Port Kembla;
  - review of cost benchmarks at schedule 2.

### 10. Additional Payments in Respect of Fuel

- 10.1 A principal contractor must pay an additional fuel levy (the fuel levy), which shall be a percentage of remuneration payable under this contract determination calculated in accordance with the following formula:

$$\frac{((\text{Current Fuel Cost}) - (\text{Base Fuel Cost}))}{\text{Base Fuel Cost}} \times [\text{Base Fuel Percentage}]$$

Where:

"Current Fuel Cost" is either:

- (a) In the case of a contract carrier who buys fuel, the current monthly average of per litre rates for fuel according to the most recent AIP NSW State average for the price of diesel; or
- (b) In the case of a contract carrier who is provided fuel by the Principal Contractor, the cost charged by the Principal Contractor to the Contract Carrier for the provision of that fuel.

"Base Fuel Cost" is \$1.26 per litre (excluding GST)

"Base Fuel Percentage" is the Reset Weighting percentage given to fuel in the Car Carriers Adjustment Calculations Table contained in Schedule 1

By way of example, if the price of fuel were 200.6 (excluding GST) the formula would be applied as follows:

$$(200.60 - 126.09) \text{ divided by } 126.09 = 0.5909 \times 15.95\% = 9.42\%$$

- 10.2 The fuel levy will be calculated by the Principal Contractor on a monthly basis. The Principal Contractor will advise Contract Carrier of the quantum of the fuel levy on a monthly basis and the basis of the calculation. If the Contract Carrier (or his or her representative) does not dispute the accuracy of the calculation of such rates within 7 days of receiving notification of an adjustment to the fuel levy, then regardless of any error in calculations, the fuel levy, as calculated will be payable until the Contract Carrier (or his or her representative) advises that the fuel levy has been incorrectly calculated.

## SCHEDULE 1 - RATES OF REMUNERATION

- (i) This schedule contains the following tables:

Table A: Rates of remuneration for local and interstate work where the contract carrier supplies the prime mover only.

Table B: Rates of remuneration for local and intrastate work where the contract carrier supplies both the prime mover and the trailer.

Table C: Rates of remuneration for local and intrastate work where the contract carrier supplies the prime mover and the tyres for the principal contractor's trailer.

Table D: Rates of remuneration for Port Kembla Work (including the base rate of remuneration for Port Kembla Work - also referred to as the "Connor Rate") where the contract carrier supplies the prime mover only.

Table E: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and trailer.

Table F: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and the tyres for the principal contractor's trailer.

Table G: Deemed distances to apply for common trips from the Sydney Metropolitan Area to towns within the State of New South Wales, for the purpose of calculating intrastate remuneration.

Table H: Deemed distances to apply for common trips originating and terminating in the Sydney Metropolitan Area and passing through towns within the State of New South Wales, for the purposes of calculating intrastate remuneration.

Table I: Deemed distances to apply for common trips originating and/or terminating in Kembla Grange. These deemed distances are applicable only where the Principal Contractor's terminal or depot was located in Kembla Grange on 1 July 2022 and this was the only terminal or depot operated by the Principal Contractor in NSW at that date.

Table J: Deemed distances to apply for common trips originating and/or terminating at Minto.

- (ii) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Tax Fuel Credit Subsidy ['the subsidy'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the subsidy pursuant to the scheme by the principal contractor;

the principal contractor may reduce the cartage rates payable in Tables "A", "B", "C", "D", "E" and "F" of Schedule I of this determination up to a maximum reduction of 1.84% of the rate otherwise payable to the carrier for the performance of that contract of carriage.

- (iii) Should a carrier become ineligible to claim a rebate pursuant to the subsidy or should the subsidy be abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to subclause (ii).
- (iv) Should the subsidy be abolished or altered or modified leave is reserved to the parties to make application in relation to subclauses (ii) and (iii).

(v) Whenever a rates contained in schedule 1 to this determination are altered the maximum reduction referred to in subclause (ii) of this schedule shall be calculated according to the following formula:

- (a)  $(\text{fuel per litre, less GST} - \text{fuel tax credit per litre}) / \text{fuel per litre, less GST} \times 100 = (a)$
- (b)  $\text{new weighting for fuel} \times (a) = (b)$
- (c)  $\text{reset weighting for fuel} - (b) = \text{maximum reduction}$

For the purpose of this formula the cost of fuel per litre shall be based on that benchmark adopted under schedule 2 of the Determination.

(vi) Currently, the maximum reduction contained in subclause (ii) is calculated according to the following formula:

- (d)  $(126.09 - 17.8) / 126.09 \times 100 = (85.88\%)$
- (e)  $18.37 \times (85.88\%) = (15.78)$
- (f)  $16.58 - (15.78) = 0.81\%$

(vii) The rates contained within this schedule shall take effect from the first full pay period on or after 1 July 2022

Car Carriers Contract Determination Rate Adjustment						
Percentage variation = 5.58%						
Category	Old Value	New Value	% Change	Current Weighting	New Weighting	Reset Weighting
Wages	889.10	940.20	5.75	42.33	44.7629	42.40
Capital	107.30	111.60	4.01	13.44	13.9786	13.24
Insurances	145.10	166.50	14.75	13.04	14.9632	14.17
Registration	137.50	143.20	4.15	5.28	5.4989	5.21
R&M	128.00	132.40	3.44	6.36	6.5786	6.23
Tyres	128.00	139.60	9.06	1.22	1.3306	1.26
Fuel	126.09	126.09	-	15.95	15.9500	15.11
Admin	128.60	135.80	5.60	2.38	2.5133	2.38
				100.00	105.5760	100.00

**Table A**

(Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	41.57	65.86	87.07	107.99	119.28	48.61
2	62.80	97.93	123.42	149.50	163.60	73.45
3	80.49	124.00	152.49	185.39	202.59	94.07
4	94.61	145.46	181.39	221.34	241.37	110.64
5	105.24	175.03	210.38	257.23	280.36	123.04
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	41.57	21.96	21.78	21.69	19.87	48.61
2	62.80	32.64	30.85	29.89	27.26	73.45
3	80.49	41.23	38.14	37.06	32.41	94.07

4	94.61	48.49	45.37	44.27	40.26	110.64
5	105.24	58.35	52.59	51.44	46.74	123.04
Vehicle	Standing and Running Rate				Standing Rate	
	per Hour				per Hour	
	\$				\$	
1 car	53.06				41.14	
3 car	64.22				51.01	
4 car	72.59				58.05	
5 car	77.00				60.79	
6 car	83.26				66.45	
1 car tilt	62.02				47.53	
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					
1 Car	102.24					
3 Car	146.43					
4 Car	162.13					
5 Car	179.89					
6 car	193.40					
7 car	195.39					
1 car tilt	119.94					

**Table B - Local Work**

Local Work						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car Tilt \$
	Capacity \$	Capacity \$	Capacity \$	Capacity \$	Capacity \$	
1	43.27	73.79	98.60	124.78	136.73	52.67
2	65.37	109.78	139.51	172.23	189.98	79.58
3	83.79	138.64	172.34	213.42	235.24	101.99
4	98.47	167.31	205.19	254.91	280.36	119.97
5	109.55	196.19	237.98	296.20	325.84	133.38
Rates Per Car Delivered						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car Tilt \$
	Capacity \$	Capacity \$	Capacity \$	Capacity \$	Capacity \$	
1	43.27	24.61	24.66	24.94	22.75	52.67
2	65.37	36.58	34.89	34.45	31.66	79.58
3	83.79	46.21	43.08	42.68	39.22	101.99
4	98.47	55.78	51.30	50.96	46.74	119.97
5	109.55	65.40	59.49	59.22	54.27	133.38
Vehicle	Standing and Running Rate				Standing Rate	
	per Hour				per Hour	
	\$				\$	
1 car	55.22				43.19	
3 car	71.99				51.66	
4 car	75.29				54.48	
5 car	88.64				63.24	
6 car	96.63				81.63	
1 car tilt	67.23				52.03	

**Table C**

(Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car Tilt \$
	Capacity \$	Capacity \$	Capacity \$	Capacity \$	Capacity \$	
1	42.04	66.65	89.02	110.22	121.31	48.58

2	63.55	99.15	126.15	152.01	166.43	73.33
3	81.48	125.19	155.81	187.65	205.88	94.03
4	95.81	151.20	185.48	224.98	245.36	110.56
5	106.52	177.22	215.14	261.59	284.83	123.00
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	42.04	22.20	22.23	22.07	20.23	48.58
2	63.55	33.03	31.52	30.41	27.72	73.33
3	81.48	41.74	27.98	37.52	34.30	94.03
4	95.81	50.39	46.39	44.99	40.91	110.56
5	106.52	59.10	53.80	52.31	47.49	123.00
Standing and Running Rate						
Vehicle	Standing and Running Rate per Hour \$			Standing Rate per Hour \$		
1 car	53.73			41.10		
3 car	65.04			51.00		
4 car	74.85			58.04		
5 car	78.27			60.77		
6 car	84.61			66.35		
1 car tilt	62.01			47.49		
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					
1 Car	104.70					
3 Car	150.55					
4 Car	170.30					
5 Car	186.87					
6 car	201.05					
1 car tilt	119.87					

**Table D**

(Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	232.41	321.53	358.26	392.31	423.05	271.52
1	257.72	352.17	392.89	432.94	462.96	301.09
2	283.02	382.79	427.48	465.74	502.66	330.71
3	308.29	413.43	462.10	502.44	542.34	360.25
4	333.63	444.06	496.67	539.17	582.04	389.86
5	390.54	512.94	574.57	621.79	671.36	456.37
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	232.41	107.19	89.55	78.46	70.55	271.52
1	257.72	117.38	98.23	85.80	77.15	301.09
2	283.02	127.60	106.90	93.14	83.77	330.71
3	308.29	137.81	115.52	100.49	89.11	360.25
4	333.63	148.02	124.18	107.84	97.01	389.86
5	390.54	170.97	143.63	124.37	111.88	456.37
Standing and Running Rate						
Vehicle	Standing and Running Rate per Hour \$			Standing Rate per Hour \$		
1 car	50.63			39.23		
3 car	61.26			48.64		
4 car	69.23			55.35		

5 car	73.42	57.97
6 car	79.40	63.37
1 car tilt	59.15	45.32

Intrastate Work

Vehicle	Standing and Running Rate cents per Km
1 Car	97.50
3 Car	139.63
4 Car	154.61
5 Car	171.55
6 car	184.42
1 car tilt	114.38

**Table E**

(Including 2% Trailer Hire)

Local Work

Zone Rates per Car Carriage - Prime Mover

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	232.41	338.69	378.60	417.07	446.03	284.60
1	258.75	373.06	418.26	459.33	492.09	316.66
2	285.10	407.38	457.39	501.58	538.18	369.79
3	311.40	441.71	496.54	543.84	584.27	380.77
4	337.72	476.03	535.68	586.11	630.35	412.80
5	396.98	553.29	623.76	681.19	734.04	484.96

Rates Per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	232.41	112.89	94.79	83.42	74.34	284.60
1	258.75	124.36	104.54	91.87	82.01	316.66
2	285.10	135.81	114.36	100.33	89.68	369.13
3	311.40	147.26	124.14	108.74	97.37	380.77
4	337.72	158.69	133.93	117.23	105.06	412.80
5	396.98	184.44	155.95	136.25	122.35	484.96

Vehicle	Standing and Running Rate per Hour \$	Standing Rate per Hour \$
1 car	52.64	41.19
3 car	68.66	49.26
4 car	78.30	56.66
5 car	84.53	60.29
6 car	92.15	70.05
1 car tilt	64.12	49.62

Intrastate Work

Vehicle	Standing and Running Rate cents per Km
1 Car	95.86
3 Car	148.79
4 Car	165.23
5 Car	183.49
6 car	191.54
1 car tilt	118.03



**Table F**

(Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	236.50	328.54	372.12	404.09	436.22	271.35
1	262.11	359.55	407.50	441.44	476.58	306.96
2	287.74	390.55	442.88	478.73	516.92	346.47
3	313.34	421.56	478.25	516.08	557.25	360.09
4	338.95	452.59	513.64	553.42	597.93	389.64
5	396.55	522.35	593.25	637.39	688.41	456.15
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	236.50	109.50	93.03	80.82	72.69	271.35
1	262.11	119.84	101.88	88.26	66.97	306.96
2	287.74	130.19	110.74	95.76	86.16	346.47
3	313.34	140.51	119.56	103.21	92.86	360.09
4	338.95	150.88	128.41	110.69	99.61	389.64
5	396.55	174.12	148.32	127.47	114.73	456.15
Vehicle	Standing and Running Rate per Hour \$			Standing Rate per Hour \$		
1 car	51.24			39.18		
3 car	62.02			48.63		
4 car	70.77			55.34		
5 car	74.65			57.96		
6 car	80.69			63.28		
1 car tilt	59.14			45.29		
Intrastate Work						
Vehicle	Standing and Running Rate cents per Km					
1 Car	99.84					
3 Car	143.56					
4 Car	162.41					
5 Car	178.20					
6 car	191.73					
1 car tilt	114.32					

**Table G**

EX SYDNEY All distances in Kilometres

Town	One Way	Return	Town	One Way	Return
Albion Park	104	208	Kiama	118	236
Albury	571	1142	Kurri Kurri	159	318
Ardlethan	498	996	Kyogle	827	1654
Armidale	545	1090	Lake Cargellico	592	1184
Baradine	499	998	Lawson	92	184
Barraba	522	1044	Leeton	563	1126
Batemans Bay	278	556	Lismore	788	1576
Bathurst	205	410	Lithgow	145	290
Bega	428	856	Macksville	492	984
Bellingen	542	1084	Maitland	183	366
Belmont	139	278	Mayfield	161	322
Blaney	243	486	Merriwa	352	704

Boggabri	493	986	Milton	219	438
Bombala	500	1000	Mittagong	116	232
Bourke	778	1556	Molong	295	590
Bowral	125	250	Moree	645	1290
Brewarrina	784	1568	Moruya	305	610
Broadmeadow	159	318	Moss Vale	138	276
Broken Hill	1153	2306	Mudgee	259	1290
Bulahdelah	255	510	Murwillumbah	846	1692
Burrill Lake	230	460	Muswellbrook	277	554
Canberra	291	582	Nambucca Heads	505	1010
Canowindra	311	622	Narrabri	450	900
Cardiff	159	318	Narrandera	570	1140
Casino	795	1590	Newcastle	159	318
Cessnock	167	334	Nowra	158	316
Charlestown	149	298	Nyngan	575	1150
Cobar	702	1404	Orange	260	520
Coffs Harbour	557	1114	Parkes	360	720
Collarenebri	763	1526	Peak Hill	409	818
Condobolin	464	928	Picton	96	192
Coolah	380	760	Port Kembla	89	178
Cooma	412	824	Port Macquarie	400	800
Coonabarrabran	455	910	Queanbeyan	295	590
Coonamble	571	1142	Quirindi	379	758
Cootamundra	387	774	Raymond Terrace	177	354
Cowra	314	628	Rylstone	228	456
Crookwell	246	492	Scone	304	608
Dapto	98	196	Singleton	230	460
Deniliquin	769	1538	Springwood	76	152
Dorrigo	572	1144	Tamworth	435	870
Dubbo	410	820	Taree	322	644
Dungog	228	456	Temora	432	864
Eden	487	974	Tenterfield	736	1472
Ettamogah	565	1130	Toronto	147	294
Eugowra	345	690	Tottenham	570	1140
Forbes	382	764	Trangie	483	966
Forster	329	658	Trundle	420	840
Gilgandra	475	950	Tullamore	452	904
Glenn Innes	644	1288	Tumbarumba	476	952
Gloucester	273	546	Tumut	416	832
Gosford	78	156	Tweed Heads	878	1756
Goulburn	199	398	Ulladulla	225	450
Grafton	639	1278	Uralla	524	1048
Grenfell	369	738	Wagga	468	936
Gresford	229	458	Walcha	527	1054
Griffith	583	1166	Walgett	686	1372
Gulgombone	526	1052	Warialda	627	1254
Gulgong	289	578	Warilla	100	200
Gundagai	384	768	Warren	536	1072
Gunnedah	454	908	Wauchope	396	792
Gunning	243	486	Wellington	360	720
Guyra	584	1168	West Wyalong	473	946
Harden	348	696	Williamstown	183	366
Hay	731	1462	Wingham	335	670
Hexam	167	334	Wollongong	81	162
Hillston	681	1362	Woonona	75	150
Inverell	697	1394	Wyong	93	186

Junee	442	884	Yass	280	560
Kandos	221	442	Young	383	766
Katoomba	105	210			
Kempsey	439	878			

**TABLE H**

All distances in Kilometres

From	Via	To	Total
Sydney	Albury/Corowa	Sydney	1256
Sydney	Albury/Wagga	Sydney	1166
Sydney	Armidale/Walcha	Sydney	1136
Sydney	Bathurst/Cowra/ Grenfell/ West Wyalong/ Ardlethan/Leeton	Sydney	1171
Sydney	Bega/Bombala	Sydney	1034
Sydney	Bega/Cooma	Sydney	950
Sydney	Bega/Cooma/Eden	Sydney	1068
Sydney	Bellingen/Coffs Harbour	Sydney	1138
Sydney	Canberra/Queanbeyan	Sydney	603
Sydney	Canberra/Yass	Sydney	628
Sydney	Cardiff/Mayfield	Sydney	324
Sydney	Cessnock/Kurri	Sydney	341
Sydney	Cessnock/Maitland	Sydney	380
Sydney	Collarenabri/Moree	Sydney	1552
Sydney	Cooma/Bombala/Bega/Eden	Sydney	1152
Sydney	Cowra/Canowindra	Sydney	660
Sydney	Cowra/Eugowra	Sydney	723
Sydney	Cowra/West Wyalong/Rankin Springs/Griffith	Sydney	1262
Sydney	Cowra/West Wyalong/Ardlethan Dorrigo/Coffs Harbour	Sydney	1041
Sydney		Sydney	1198
Sydney	Gilgandra/Coonabarabran	Sydney	1024
Sydney	Glenn Innes/Moree	Sydney	1422
Sydney	Glenn Innes/Moree/Inverell	Sydney	1497
Sydney	Gloucester/Dungog	Sydney	561
Sydney	Gloucester/Taree	Sydney	668
Sydney	Gloucester/Taree/Wingham	Sydney	674
Sydney	Gresford/Singleton	Sydney	500
Sydney	Kempsey/Wauchope	Sydney	894
Sydney	Maitland/Kurri	Sydney	357
Sydney	Mudgee/Bathurst/Lithgow	Sydney	681
Sydney	Mudgee/Kandos	Sydney	544
Sydney	Newcastle/Williamstown	Sydney	366
Sydney	Orange/Blayney	Sydney	538
Sydney	Port Macquarie/Kempsey	Sydney	886
Sydney	Port Macquarie/Kempsey/Wauchope	Sydney	902
Sydney	Port Macquarie/Wauchope	Sydney	816
Sydney	Tamworth/Armidale/Glenn Innes/Inverell/Bingara/Manilla	Sydney	1408
Sydney	Tamworth/Gunnedah	Sydney	965
Sydney	Tamworth/Moree (via Narrabri)	Sydney	1348
Sydney	Tamworth/Moree (via Warialda)	Sydney	1352
Sydney	Tamworth/Quirindi	Sydney	880
Sydney	Toronto/Newcastle	Sydney	334
Sydney	Tumut/Wagga	Sydney	1013
Sydney	Warillda/Albion Park	Sydney	214

**TABLE I**

EX Kembla Grange All distances in Kilometres. Note: These deemed distances are applicable only where a Principal Contractor's sole terminal or depot in NSW was located in Kembla Grange on 1 July 2022.

Town	One way	Return
Armidale	627	1254
Batemans Bay	191	382
Bathurst	265	530
Bega	335	670
Bombala	448	896
Canberra	260	520
Coffs Harbour	638	1276
Cooma	362	724
Coonabarabran	520	1040
Cootamundra	344	688
Cowra	368	736
Dubbo	474	948
Eden	380	760
Forbes	440	880
Gilgandra	502	1004
Griffith	542	1084
Gunnedah	542	1084
Inverell	724	1448
Kempsey	533	1066
Leeton	525	1050
Lockhart	486	972
Moree	749	1498
Moruya	215	430
Mudgee	331	662
Muswellbrook	362	724
Narrabri	646	1292
Nyngan	636	1272
Orange	321	642
Parkes	424	848
Port Macquarie	499	998
Quirindi	463	926
Scone	387	774
Singleton	314	628
Tamworth	520	1040
Taree	426	852
Tuggeranong	269	538
Tumut	375	750
Wagga Wagga	439	878
Walcha	607	1214
Warren	581	1162
Wellington	422	844
West Wyalong	458	916
Yass	249	498
Young	339	678

TABLE J

EX Minto All distances in Kilometres

Town	One Way	Return	Town	One Way	Return
Albion Park	89	178	Kempsey	463	926
Albury	504	1008	Kiama	105	210
Ardlethan	441	882	Kurri Kurri	191	382
Armidale	555	1110	Kyogle	784	1568
Baradine	496	992	Lake Cargellico	560	1120
Barraba	539	1078	Lawson	84	168
Batemans Bay	263	526	Leeton	506	1012
Bathurst	198	396	Lismore	768	1536
Bega	407	814	Lithgow	134	268
Bellingen	558	1116	Macksville	515	1030
Belmont	179	358	Maitland	205	410
Blaney	232	464	Mayfield	186	372
Boggabri	514	1028	Merriwa	352	704
Bombala	435	870	Milton	203	406
Bourke	754	1508	Mittagong	67	134
Bowral	74	148	Molong	286	572
Brewarrina	759	1518	Moree	669	1338
Broadmeadow	201	402	Moruya	290	580
Broken Hill	1138	2276	Moss Vale	81	162
Bulahdelah	280	560	Mudgee	260	520
Burrill Lake	223	446	Murwillumbah	839	1678
Canberra	242	484	Muswellbrook	292	584
Canowindra	300	600	Nambucca Heads	529	1058
Cardiff	195	390	Narrabri	576	1152
Casino	754	1508	Narrandera	500	1000
Cessnock	197	394	Newcastle	205	410
Charlestown	189	378	Nowra	149	298
Cobar	681	1362	Nyngan	550	1100
Coffs Harbour	567	1134	Orange	252	504
Collarenbri	753	1506	Parkes	351	702
Condobolin	452	904	Peak Hill	396	792
Coolah	368	736	Picton	44	88
Cooma	349	698	Port Kembla	79	158
Coonabarrabran	451	902	Port Macquarie	429	858
Coonamble	528	1056	Queanbeyan	243	486
Cootamundra	333	666	Quirindi	393	786
Cowra	355	710	Raymond Terrace	211	422
Crookwell	190	380	Rylstone	232	464
Dapto	79	158	Scone	318	636
Deniliquin	663	1326	Singleton	244	488
Dorrigo	587	1174	Springwood	67	134
Dubbo	386	772	Tamworth	449	898
Dungog	297	594	Taree	356	712
Eden	453	906	Temora	377	754
Ettamogah	489	978	Tenterfield	705	1410
Eugowra	333	666	Toronto	176	352
Forbes	369	738	Tottenham	492	984
Forster	349	698	Trangie	458	916
Gilgandra	432	864	Trundle	404	808

Glenn Innes	652	1304	Tullamore	440	880
Gloucester	306	612	Tumbarumba	444	888
Gosford	120	240	Tumut	364	728
Goulburn	148	296	Tweed Heads	854	1708
Grafton	653	1306	Ulladulla	212	424
Grenfell	357	714	Uralla	532	1064
Gresford	269	538	Wagga	414	828
Griffith	526	1052	Walcha	534	1068
Gulargombone	483	966	Walgett	644	1288
Gulgong	289	578	Warialda	641	1282
Gundagai	327	654	Warilla	92	184
Gunnedah	472	944	Warren	526	1052
Gunning	194	388	Wauchope	418	836
Guyra	593	1186	Wellington	351	702
Harden	292	584	West Wyalong	446	892
Hay	676	1352	Williamstown	218	436
Hexam	202	404	Wingham	365	730
Hillston	633	1266	Wollongong	71	142
Inverell	626	1252	Woonona	74	148
Junee	384	768	Wyong	136	272
Kandos	225	450	Yass	233	466
Katoomba	98	196	Young	327	654

## SCHEDULE 2

### Procedure and Time for Adjustment of Rates and Amounts

1. The rates prescribed in Schedule 1 may be adjusted each year upon application to the Industrial Relations Commission of New South Wales.
2. Applications for adjustment shall be made by reference to the calculated weighted movements in the following benchmarks for each cost component, calculated as at the end of the September Quarter each year.

Component	Benchmark	Current Index	Current Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker Agreed Figure.	940.20	42.40
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	111.60	13.24
Insurances	ABS CPI Financial and insurance services, Insurance Services	166.50	14.17
Registration	ABS CPI, Transportation Group, Other Motoring Charges.	143.20	5.21
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	132.40	6.23
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	139.60	1.26

Fuel	AIP NSW State Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation. Such calculations must only take into consideration figures for each relevant full quarter of the year. The end of quarters are as follows: December 31, March 31, June 30 and September 30.	126.09	2.38
Administration	ABS CPI, All Groups, Sydney	135.80	42.40
Total			100.00

3. Each cost component shall be re-weighted after each adjustment.
4. The Union, the Industry Principal Contractors, and their nominated representatives shall confer with a view to reaching agreement on any application for adjustment.
5. If the combined benchmarks for the cost components of fuel, insurances, tyres, and repairs and maintenance move between adjustments to the extent that a variation to the total rates of more than either a positive or negative 2 per cent, then an interim adjustment to the rates may be applied for.
6. Any variation to rates payable within this determination shall take effect not earlier than the first full pay period to commence three (3) months after the date which such variation is approved by the Industrial Relations Commission of New South Wales. This shall not apply to any interim adjustment.

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Printed by the authority of the Industrial Registrar.

**BROKEN HILL HEALTH EMPLOYEES' (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 343698 of 2023)

Before Commissioner Muir

30 January 2024

**VARIATION**

1. Delete subclause 3.1 of clause 3, Employees in BIC Classifications of the award published 11 March 2022 (391 I.G. 616) and insert in lieu thereof the following:
  - 3.1. Employees employed in a BIC Classification will be paid the weekly rates of pay set out against their classification in Columns 3, 4, 5, 6, 7 and 8 of the table in Schedule 1, noting that:
    - 3.1.1. the weekly rates of pay set out in Columns 3, 4, 5, 6 and 7 of the table incorporate the Broken Hill Town & Versatility Allowance payable under subclause 3.2. The weekly rates of pay set out in Column 8 of the table do not incorporate the Broken Hill Town & Versatility Allowance payable under subclause 3.2;
    - 3.1.2. Column 3 of the table contains the rates payable from the first full pay period on or after 1 July 2019, including a 2.5% increase;
    - 3.1.3. Column 4 of the table contains the rates payable from the first full pay period on or after 1 July 2020, including a 0.3% increase;
    - 3.1.4. Column 5 of the table contains the rates payable from the first full pay period on or after 1 July 2021, including a 2.04% increase;
    - 3.1.5. Column 6 of the table contains the rates payable from the first full pay period on or after 1 July 2022, including a 2.53% increase;
    - 3.1.6. Column 7 of the table contains the rates payable from the first full pay period on or after 1 July 2023, including a 4% \$3,502 flat rate increase to annual pay and a 4% increase to the Broken Hill Town and Versatility Allowance;
    - 3.1.7. Column 8 of the table contains the rates payable from the first full pay period on or after 25 September 2023. These rates are equivalent to the rates in Column 7, less the Broken Hill Town & Versatility Allowance, which remains payable under subclause 3.2.
2. Delete subclause 3.2 of clause 3, Employees in BIC Classification and insert in lieu thereof the following:
  - 3.2. Employees employed in a BIC Classification will be paid a weekly Broken Hill Town & Versatility Allowance in the nature of salary as set out in the table in Schedule 2.



3. Delete Schedule 1 - BIC Classifications, Relevant State Awards and Rates of Pay and insert in lieu thereof the following:

### SCHEDULE 1

#### BIC CLASSIFICATIONS, RELEVANT STATE AWARDS AND RATES OF PAY

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Boiler Attendant</b>	Health Employees' Conditions of Employment (State) Award 2021	1096.49	1099.77	1122.22	1150.61	1219.71	1168.12
<b>BI Assist Catering Officer</b>	Health Employees' Conditions of Employment (State) Award 2021	1217.11	1220.76	1245.67	1277.19	1346.29	1294.70
<b>BI Catering Officer</b>	Health Employees' Conditions of Employment (State) Award 2021	1312.08	1316.03	1342.87	1376.84	1445.94	1394.35
<b>BI Clerk Junior 16 Years</b>	Health Employees' Conditions of Employment (State) Award 2021	569.89	571.6	583.26	598.02	667.12	615.53
<b>BI Clerk Junior 17 Years</b>	Health Employees' Conditions of Employment (State) Award 2021	645.27	647.2	660.4	677.11	746.21	694.62
<b>BI Clerk Junior 18 Years</b>	Health Employees' Conditions of Employment (State) Award 2021	736.69	738.91	753.98	773.06	842.16	790.57
<b>BI Clerk Junior 19 Years</b>	Health Employees' Conditions of	827.37	829.85	846.79	868.21	937.31	885.72

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Clerk Junior 20 Years</b>	Health Employees' Conditions of Employment (State) Award 2021	910.19	912.91	931.53	955.1	1024.20	972.61
<b>BI Clerk Grade 1 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	961.33	964.2	983.86	1008.75	1077.85	1026.26
<b>BI Clerk Grade 1 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1000.43	1003.43	1023.91	1049.81	1118.91	1067.32
<b>BI Clerk Grade 1 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1037.70	1040.82	1062.04	1088.91	1158.01	1106.42
<b>BI Clerk Grade 1 Year 4</b>	Health Employees' Conditions of Employment (State) Award 2021	1062.57	1065.75	1087.49	1115	1184.10	1132.51
<b>BI Clerk Grade 1 Year 5</b>	Health Employees' Conditions of Employment (State) Award 2021	1087.34	1090.6	1112.85	1141.01	1210.11	1158.52
<b>BI Clerk - Grade 2 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1124.06	1127.44	1,150.44	1179.55	1248.65	1197.06

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Clerk - Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1162.28	1165.76	1,189.55	1219.65	1288.75	1237.16
<b>BI Clerk - Grade 3 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1200.10	1203.69	1228.25	1259.32	1328.42	1276.83
<b>BI Clerk - Grade 3 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1238.86	1242.58	1267.93	1300.01	1369.11	1317.52
<b>BI Clerk - Grade 4 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1271.05	1274.87	1300.88	1333.79	1402.89	1351.30
<b>BI Clerk - Grade 4 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1300.56	1304.45	1331.07	1364.75	1433.85	1382.26
<b>BI Clerk - Grade 5 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1339.86	1343.88	1371.30	1405.99	1475.09	1423.50
<b>BI Clerk - Grade 5 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1371.19	1375.31	1403.37	1438.88	1507.98	1456.39
<b>BI Clerk - Grade 6 Year 1</b>	Health Employees' Conditions of	1414.70	1418.94	1447.88	1484.51	1553.61	1502.02

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Clerk - Grade 6 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1448.29	1452.64	1482.28	1519.78	1588.88	1537.29
<b>BI Clerk - Grade 7 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1499.79	1504.29	1534.98	1573.81	1642.91	1591.32
<b>BI Clerk - Grade 7 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1540.05	1544.68	1576.19	1616.07	1685.17	1633.58
<b>BI Clerk - Grade 8 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1652.81	1657.76	1691.59	1734.39	1803.49	1751.90
<b>BI Clerk - Grade 8 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1704.49	1709.61	1744.49	1788.63	1857.73	1806.14
<b>BI Cook</b>	Health Employees' Conditions of Employment (State) Award 2021	1164.99	1168.49	1192.32	1222.49	1291.59	1240.00
<b>BI CSSD Super</b>	Health Employees' Conditions of Employment (State) Award 2021	1308.97	1312.89	1339.68	1373.57	1442.67	1391.08

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Diet Supervisor</b>	Health Employees' Conditions of Employment (State) Award 2021	1217.11	1220.76	1245.67	1277.19	1346.29	1294.70
<b>BI Diversional Therapist No Dip Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1055.36	1058.52	1080.11	1107.44	1176.54	1124.95
<b>BI Diversional Therapist No Dip Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1075.59	1078.82	1100.82	1128.67	1197.77	1146.18
<b>BI Diversional Therapist No Dip Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1099.09	1102.39	1124.88	1153.34	1222.44	1170.85
<b>BI Diversional Therapist With Dip Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1063.96	1067.15	1088.93	1116.48	1185.58	1133.99
<b>BI Diversional Therapist With Dip Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1124.49	1127.86	1150.87	1179.99	1249.09	1197.50
<b>BI Diversional Therapist With Dip Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1183.83	1187.39	1211.61	1242.26	1311.36	1259.77
<b>BI Diversional Therapist With Dip Year 4</b>	Health Employees' Conditions of	1243.70	1247.44	1272.89	1305.09	1374.19	1322.60

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Diversional Therapist With Dip Year 5</b>	Health Employees' Conditions of Employment (State) Award 2021	1300.46	1304.36	1330.98	1364.65	1433.75	1382.16
<b>BI EDSA Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1124.06	1127.44	1150.44	1179.55	1248.65	1197.06
<b>BI EDSA Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1162.28	1165.76	1189.55	1219.65	1288.75	1237.16
<b>BI EDSA - Level 3 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1200.10	1203.69	1228.25	1259.32	1328.42	1276.83
<b>BI EDSA - Level 3 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1238.86	1242.58	1267.93	1300.01	1369.11	1317.52
<b>BI Electronics Tech Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1516.15	1520.71	1551.72	1590.98	1660.08	1608.49
<b>BI Electronics Tech Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1573.12	1577.84	1610.02	1650.75	1719.85	1668.26

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Electronics Tech 5% Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1591.98	1596.75	1629.32	1670.54	1739.64	1688.05
<b>BI Electronics Tech 5% Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1651.74	1656.69	1690.49	1733.26	1802.36	1750.77
<b>BI Electronics Tech 10% Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1667.88	1672.89	1707.02	1750.21	1819.31	1767.72
<b>BI Electronics Tech 10% Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1730.35	1735.54	1770.95	1815.76	1884.86	1833.27
<b>BI Electronics Tech 15% Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1743.49	1748.72	1784.40	1829.55	1898.65	1847.06
<b>BI Electronics Tech 15% Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1809.18	1814.60	1851.61	1898.46	1967.56	1915.97
<b>BI Field Implementation Officer Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1401.15	1405.35	1434.02	1470.3	1539.40	1487.81
<b>BI Field Implementation Officer Year 2</b>	Health Employees' Conditions of	1434.31	1438.61	1467.97	1505.11	1574.21	1522.62

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Field Implementation Officer Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1485.56	1490.03	1520.43	1558.9	1628.00	1576.41
<b>BI Field Implementation Officer Year 4</b>	Health Employees' Conditions of Employment (State) Award 2021	1525.52	1530.09	1561.31	1600.81	1669.91	1618.32
<b>BI Heavy Duty Cleaner</b>	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17	1114.68	1183.78	1132.19
<b>BI Hospital Assistant</b>	Health Employees' Conditions of Employment (State) Award 2021	1039.84	1042.95	1064.23	1091.16	1160.26	1108.67
<b>BI Leading Hand Hospital Assist</b>	Health Employees' Conditions of Employment (State) Award 2021	1080.23	1083.47	1105.57	1133.54	1202.64	1151.05
<b>BI Assist Housekeeper</b>	Health Employees' Conditions of Employment (State) Award 2021	1145.82	1149.25	1172.69	1202.36	1271.46	1219.87
<b>BI Housekeeper</b>	Health Employees' Conditions of Employment (State) Award 2021	1201.37	1204.98	1229.56	1260.67	1329.77	1278.18



<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Kitchen Hand</b>	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17	1114.68	1183.78	1132.19
<b>BI Labourer</b>	Health Employees' Conditions of Employment (State) Award 2021	1062.25	1065.44	1087.17	1114.68	1183.78	1132.19
<b>BI Patient Services Assist</b>	Health Employees' Conditions of Employment (State) Award 2021	1121.48	1124.84	1147.80	1176.84	1245.94	1194.35
<b>BI Machine Operator</b>	Health Employees' Conditions of Employment (State) Award 2021	1221.63	1225.30	1250.29	1281.92	1351.02	1299.43
<b>BI Machinist</b>	Health Employees' Conditions of Employment (State) Award 2021	1071.20	1074.40	1096.32	1124.06	1193.16	1141.57
<b>BI Leading Hand Machinist</b>	Health Employees' Conditions of Employment (State) Award 2021	1111.78	1115.11	1137.86	1166.65	1235.75	1184.16
<b>BI Motor Vehicle Driver up to 2950</b>	Health Employees' Conditions of Employment (State) Award 2021	1063.87	1067.06	1088.83	1116.38	1185.48	1133.89

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Motor Vehicle Driver up to 6250</b>	Health Employees' Conditions of Employment (State) Award 2021	1079.69	1082.94	1105.03	1132.99	1202.09	1150.50
<b>BI Pharmacy Assist - Grade 1 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1075.40	1078.63	1100.63	1128.48	1197.58	1145.99
<b>BI Pharmacy Assist - Grade 1 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1098.75	1102.04	1124.52	1152.97	1222.07	1170.48
<b>BI Pharmacy Assist - Grade 1 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1117.37	1120.73	1143.59	1172.52	1241.62	1190.03
<b>BI Pharmacy Assist - Grade 1 Year 4</b>	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92	1203.62	1272.72	1221.13
<b>BI Pharmacy Assist - Grade 2 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92	1203.62	1272.72	1221.13
<b>BI Pharmacy Assist - Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1173.59	1177.13	1201.14	1231.53	1300.63	1249.04
<b>BI Grad Pharmacist Unregistered</b>	Health Employees' Conditions of	1325.54	1329.52	1356.63	1390.95	1460.05	1408.46

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Pharmacist - Grade 1 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1403.83	1408.04	1436.77	1473.12	1542.22	1490.63
<b>BI Pharmacist - Grade 1 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1497.22	1501.70	1532.32	1571.09	1640.19	1588.60
<b>BI Pharmacist - Grade 1 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1597.24	1602.04	1634.72	1676.08	1745.18	1693.59
<b>BI Pharmacist - Grade 1 Year 4</b>	Health Employees' Conditions of Employment (State) Award 2021	1776.00	1781.33	1817.66	1863.65	1932.75	1881.16
<b>BI Pharmacist - Grade 1 Year 5</b>	Health Employees' Conditions of Employment (State) Award 2021	1831.68	1837.17	1874.65	1922.08	1991.18	1939.59
<b>BI Pharmacist - Grade 2 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1966.82	1972.72	2012.97	2063.9	2133.00	2081.41
<b>BI Pharmacist - Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	2031.02	2037.12	2078.68	2131.27	2200.37	2148.78

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Pharmacist - Grade 2 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	2086.26	2092.52	2135.21	2189.23	2258.33	2206.74
<b>BI Pharmacist - Grade 3 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	2309.61	2316.54	2363.80	2423.6	2492.70	2441.11
<b>BI Pharmacist - Grade 3 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	2372.28	2379.39	2427.93	2489.36	2558.46	2506.87
<b>BI Pharmacy Tech - Grade 1 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1147.00	1150.44	1173.92	1203.62	1272.72	1221.13
<b>BI Pharmacy Tech - Grade 1 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1172.61	1176.13	1200.13	1230.49	1299.59	1248.00
<b>BI Pharmacy Tech - Grade 1 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1199.01	1202.61	1227.15	1258.2	1327.30	1275.71
<b>BI Pharmacy Tech - Grade 1 Year 4</b>	Health Employees' Conditions of Employment (State) Award 2021	1225.40	1229.08	1254.16	1285.89	1354.99	1303.40
<b>BI Pharmacy Tech - Grade 2 Year 1</b>	Health Employees' Conditions of	1252.31	1256.07	1281.70	1314.13	1383.23	1331.64

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Pharmacy Tech - Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1296.47	1300.36	1326.89	1360.46	1429.56	1377.97
<b>BI Pharmacy Tech - Grade 2 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1337.17	1341.19	1368.54	1403.16	1472.26	1420.67
<b>BI Pharmacy Tech - Grade 2 Year 4</b>	Health Employees' Conditions of Employment (State) Award 2021	1372.61	1376.73	1404.82	1440.36	1509.46	1457.87
<b>BI Pharmacy Tech - Grade 3 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1465.65	1470.04	1500.02	1537.97	1607.07	1555.48
<b>BI Pharmacy Tech - Grade 3 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1513.45	1518.00	1548.97	1588.16	1657.26	1605.67
<b>BI Pharmacy Tech - Grade 4 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1564.18	1568.88	1600.89	1641.39	1710.49	1658.90
<b>BI Pharmacy Tech - Grade 4 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1658.75	1663.72	1697.67	1740.62	1809.72	1758.13

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Pathology Assist Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1167.68	1171.19	1195.08	1225.32	1294.42	1242.83
<b>BI Pathology Assist Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1,199.33	1202.92	1227.47	1258.52	1327.62	1276.03
<b>BI Pathology Assist Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1231.64	1235.33	1260.54	1292.43	1361.53	1309.94
<b>BI Porter</b>	Health Employees' Conditions of Employment (State) Award 2021	1085.18	1088.43	1110.64	1138.74	1207.84	1156.25
<b>BI Theatre Porter</b>	Health Employees' Conditions of Employment (State) Award 2021	1109.52	1112.85	1135.55	1164.28	1233.38	1181.79
<b>BI Supervising Porter</b>	Health Employees' Conditions of Employment (State) Award 2021	1125.35	1128.72	1151.75	1180.89	1249.99	1198.40
<b>BI Foreperson Porter</b>	Health Employees' Conditions of Employment (State) Award 2021	1407.50	1411.72	1440.51	1476.95	1546.05	1494.46
<b>BI Radiographer - Level 1</b>	Health Employees' Conditions of	1279.34	1283.18	1309.35	1342.48	1411.58	1359.99

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Radiographer - Level 2 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1325.45	1329.42	1356.54	1390.86	1459.96	1408.37
<b>BI Radiographer - Level 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1497.09	1501.58	1532.21	1570.97	1640.07	1588.48
<b>BI Radiographer - Level 2 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1696.00	1701.07	1735.76	1779.67	1848.77	1797.18
<b>BI Radiographer - Level 2 Year 4</b>	Health Employees' Conditions of Employment (State) Award 2021	1775.90	1781.23	1817.57	1863.55	1932.65	1881.06
<b>BI Radiographer - Level 2 Year 5</b>	Health Employees' Conditions of Employment (State) Award 2021	1831.91	1837.40	1874.88	1922.31	1991.41	1939.82
<b>BI Radiographer - Level 3 Grade 1 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1966.82	1972.72	2012.97	2063.9	2133.00	2081.41
<b>BI Radiographer - Level 3 Grade 1 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	2031.02	2037.12	2078.68	2131.27	2200.37	2148.78

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Radiographer - Level 3 Grade 2 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	2086.38	2092.63	2135.33	2189.35	2258.45	2206.86
<b>BI Radiographer - Level 3 Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	2309.61	2316.54	2363.80	2423.6	2492.70	2441.11
<b>BI Radiographer - Level 3 Grade 3</b>	Health Employees' Conditions of Employment (State) Award 2021	2372.39	2379.51	2428.04	2489.47	2558.57	2506.98
<b>BI Radiographer - Level 4 Grade 1 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	2372.39	2379.51	2428.04	2489.47	2558.57	2506.98
<b>BI Radiographer - Level 4 Grade 1 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	2450.15	2457.49	2507.64	2571.08	2640.18	2588.59
<b>BI Radiographer - Level 4 Grade 2 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	2524.66	2532.23	2583.88	2649.25	2718.35	2666.76
<b>BI Radiographer - Level 4 Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	2587.01	2594.76	2647.70	2714.69	2783.79	2732.20
<b>BI Radiographer - Level 5 Grade 1</b>	Health Employees' Conditions of	2768.26	2776.57	2833.20	2904.88	2973.98	2922.39



<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Radiographer - Level 5 Grade 2</b>	Health Employees' Conditions of Employment (State) Award 2021	2836.00	2844.50	2902.53	2975.96	3045.06	2993.47
<b>BI Radiographer - Level 5 Grade 3</b>	Health Employees' Conditions of Employment (State) Award 2021	2979.44	2988.38	3049.34	3126.49	3195.59	3144.00
<b>BI Radiographer - Level 6 Grade 1</b>	Health Employees' Conditions of Employment (State) Award 2021	3050.41	3059.56	3121.97	3200.96	3270.06	3218.47
<b>BI Radiographer Level 6 Grade 2</b>	Health Employees' Conditions of Employment (State) Award 2021	3120.84	3130.20	3194.07	3274.88	3343.98	3292.39
<b>BI Radiographer Level 6 Grade 3</b>	Health Employees' Conditions of Employment (State) Award 2021	3191.57	3201.15	3266.46	3349.1	3418.20	3366.61
<b>BI Remote Fire Safety Officer</b>	Health Employees' Conditions of Employment (State) Award 2021	1215.38	1219.03	1243.89	1275.36	1344.46	1292.87
<b>BI Rehabilitation Super</b>	Health Employees' Conditions of Employment (State) Award 2021	1294.74	1298.63	1325.13	1358.66	1427.76	1376.17

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Secretary - Grade 2 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1182.96	1186.53	1210.73	1241.36	1310.46	1258.87
<b>BI Secretary - Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1201.18	1204.79	1229.36	1260.46	1329.56	1277.97
<b>BI Secretary - Grade 3 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1271.05	1274.87	1300.88	1333.79	1402.89	1351.30
<b>BI Secretary - Grade 3 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1300.56	1304.45	1331.07	1364.75	1433.85	1382.26
<b>BI Tech Assist - Grade 1 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1065.48	1068.67	1090.48	1118.07	1187.17	1135.58
<b>BI Tech Assist - Grade 1 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1085.18	1088.43	1110.64	1138.74	1207.84	1156.25
<b>BI Tech Assist - Grade 1 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1109.31	1112.63	1135.34	1164.06	1233.16	1181.57
<b>BI Tech Assist - Grade 2 Year 1</b>	Health Employees' Conditions of	1085.18	1088.43	1110.64	1138.74	1207.84	1156.25

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Employment (State) Award 2021						
<b>BI Tech Assist - Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1109.31	1112.63	1135.34	1164.06	1233.16	1181.57
<b>BI Tech Assist - Grade 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1128.81	1132.20	1155.31	1184.54	1253.64	1202.05
<b>BI Technical Assist Bio/Med - Level 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1128.81	1132.20	1155.31	1184.54	1253.64	1202.05
<b>BI Technical Assist Bio/Med - Level 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1183.62	1187.16	1211.37	1242.02	1311.12	1259.53
<b>BI Technical Assist Bio/Med - Level 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1231.53	1235.22	1260.42	1292.31	1361.41	1309.82
<b>BI Telephonist - Grade 1 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	997.19	1000.18	1020.58	1046.40	1115.50	1063.91
<b>BI Telephonist - Grade 1 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1015.41	1018.44	1039.22	1065.51	1134.61	1083.02

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Telephonist - Grade 1 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1056.54	1059.71	1081.33	1108.69	1177.79	1126.20
<b>BI Telephonist - Grade 1 Year 4</b>	Health Employees' Conditions of Employment (State) Award 2021	1082.48	1085.74	1107.88	1135.91	1205.01	1153.42
<b>BI Telephonist - Grade 1 Year 5</b>	Health Employees' Conditions of Employment (State) Award 2021	1126.43	1129.82	1152.86	1182.03	1251.13	1199.54
<b>BI Telephonist - Grade 2 Year 1</b>	Health Employees' Conditions of Employment (State) Award 2021	1139.88	1143.31	1166.63	1196.15	1265.25	1213.66
<b>BI Telephonist - Grade 2 Year 2</b>	Health Employees' Conditions of Employment (State) Award 2021	1163.80	1167.28	1191.09	1221.22	1290.32	1238.73
<b>BI Telephonist - Grade 2 Year 3</b>	Health Employees' Conditions of Employment (State) Award 2021	1186.84	1190.39	1214.68	1245.41	1314.51	1262.92
<b>BI Team Leader</b>	Health Employees' Conditions of Employment (State) Award 2021	1308.97	1312.89	1339.68	1373.57	1442.67	1391.08
<b>BI Apprentice Tradesperson SC53%</b>	Public Health Service Employees	680.27	682.32	696.23	713.84	782.94	731.35

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Skilled Trades (State) Award 2021						
<b>BI Apprentice Tradesperson SC64%</b>	Public Health Service Employees Skilled Trades (State) Award 2021	821.56	824.03	840.85	862.12	931.22	879.63
<b>BI Apprentice Tradesperson SC75%</b>	Public Health Service Employees Skilled Trades (State) Award 2021	962.85	965.74	985.44	1010.37	1079.47	1027.88
<b>BI Apprentice Tradesperson SC86%</b>	Public Health Service Employees Skilled Trades (State) Award 2021	1,103.91	1,107.23	1,129.82	1158.4	1227.50	1175.91
<b>BI Apprentice Tradesperson HSC 64%</b>	Public Health Service Employees Skilled Trades (State) Award 2021	821.56	824.03	840.85	862.12	931.22	879.63
<b>BI Apprentice Tradesperson HSC75%</b>	Public Health Service Employees Skilled Trades (State) Award 2021	962.85	965.74	985.44	1010.37	1079.47	1027.88
<b>BI Apprentice Tradesperson HSC86%</b>	Public Health Service Employees Skilled Trades (State) Award 2021	1,103.91	1,107.23	1,129.82	1158.4	1227.50	1175.91

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
	Award 2021						
<b>BI Apprentice Tradesperson HSC97%</b>	Public Health Service Employees Skilled Trades (State) Award 2021	1,244.99	1248.71	1274.19	1306.43	1375.53	1323.94
<b>BI Tradesman Level 1</b>	Public Health Service Employees Skilled Trades (State) Award 2021	1283.66	1287.52	1313.79	1347.03	1416.13	1364.54
<b>BI Tradesman Level 2 (+5%)</b>	Public Health Service Employees Skilled Trades (State) Award 2021	1347.84	1351.88	1379.46	1414.36	1483.46	1431.87
<b>BI Tradesman Level 3 (+10%)</b>	Public Health Service Employees Skilled Trades (State) Award 2021	1411.80	1416.04	1444.93	1481.49	1550.59	1499.00
<b>BI Tradesman Level 4 (+15%)</b>	Public Health Service Employees Skilled Trades (State) Award 2021	1476.00	1480.42	1510.62	1548.84	1617.94	1566.35
<b>BI Tradesman Level 5 (+20%)</b>	Public Health Service Employees Skilled Trades (State) Award 2021	1540.61	1545.24	1576.75	1616.64	1685.74	1634.15

<b>COLUMN 1 BIC Classification</b>	<b>COLUMN 2 Relevant State Award</b>	<b>COLUMN 3 ffppooa 1.7.19</b>	<b>COLUMN 4 ffppooa 1.7.20</b>	<b>COLUMN 5 ffppooa 1.7.21</b>	<b>COLUMN 6 ffppoa 1.7.22</b>	<b>COLUMN 7 ffppoa 1.7.23</b>	<b>COLUMN 8 ffppoa 25.9.23 (rate less BHTVA)</b>
<b>BI Ward Services Officer</b>	Health Employees' Conditions of Employment (State) Award 2021	1173.72	1177.24	1201.26	1231.65	1300.75	1249.16

4. Delete Schedule 2 - BIC Classification Allowances and insert in lieu thereof the following:

## SCHEDULE 2

### BIC CLASSIFICATION ALLOWANCES

<b>Allowance</b>	<b>Frequency</b>	<b>ffppooa 1.7.19</b>	<b>ffppooa 1.7.20</b>	<b>ffppooa 1.7.21</b>	<b>Ffppoa 1.7.22</b>	<b>Ffppoa 1.7.23</b>
Broken Hill Town & Versatility Allowance	Weekly	47.28	47.43	48.39	49.61	51.59
Pool Allowance	Weekly	12.37	12.41	12.66	12.98	13.50
Offensive Work Allowance	Weekly	4.59	4.61	4.70	4.82	5.01
Typing Qualification Allowance	Annual	751.43	753.68	769.06	788.52	820.06
Sterilising Certificate Allowance	Weekly	14.98	15.02	15.33	15.72	16.35
Pruning Allowance	Per Shift	3.01	3.02	3.08	3.16	3.29

5. This variation takes effect from 1 July 2023.

*C. MUIR, Commissioner*

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