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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS, FLEXIBLE WORKING HOURS) LEGAL OFFICERS AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(Case No. 112772 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Muir

8 January 2024

AWARD

PART A - GENERAL

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
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2. Title

This Award is the Crown Employees (Office of the Director of Public Prosecutions, Flexible Working Hours) Legal Officers Award 2023.

3. Definitions

- 3.1 Accrued Work Time (AWT) is all time worked by Legal Officers within the Bandwidth during a Settlement Period.
- 3.2 Bandwidth is the period during the working day when Legal Officers may work, record and accrue credit for time worked in accordance with clause 6.

- 3.3 Conditions Award means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as amended from time to time.
- 3.4 Contract Hours for a Settlement Period are calculated by multiplying the Legal Officer's weekly contract hours by the number of weeks in the Settlement Period. Legal Officers working full-time are contracted to work 35 hours per week.
- 3.5 Core Time is the period during the day when a Legal Officer is be required to be on duty.
- 3.6 Director means the Director of Public Prosecutions (NSW).
- 3.7 Executive means the Public Service Senior Executives and Statutory Officers with managerial responsibility over Legal Officers.
- 3.8 Flexible Working Hours Agreement 2015 means the document titled "Flexible Working Hours Agreement" executed by the Director and the General Secretary of the PSA on 27 May 2015.
- 3.9 Flexible Working Hours Credit means the time worked within the Bandwidth which exceeds a Legal Officer's Contract Hours for a Settlement Period.
- 3.10 Flexible Working Hours Debit means the debit which arises when the actual hours worked within the Bandwidth by a Legal Officer in a Settlement Period, including approved leave taken during the Settlement Period and any carry over from the previous Settlement Period, are less than the Legal Officer's Contract Hours for the Settlement Period.
- 3.11 Flex Leave means those periods of time that a Legal Officer may, subject to the approval of the Legal Officer's Manager and the terms of this Award, absent themselves from work by using Flexible Working Hours Credit.
- 3.12 Flex Year means the 12 month period commencing from the Settlement Period ending in February each year.
- 3.13 Legal Officer means every non-executive employee employed at the ODPP as a lawyer, legal officer, or solicitor (however described) under the Crown Employees-Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award and the Office of the Director of Public Prosecutions NSW Prosecution Officer (Lawyer) Level 5 - Step 1 and Prosecution Officer (Lawyer) Level 4 - Step 3 - Section 52(1) Determination No. 2 of 2023.
- 3.14 Manager means the supervisor or manager of the Legal Officer with responsibility of approving time sheets.
- 3.15 Minimum Daily Contract Hours for full-time Legal Officers means 7 hours of work, excluding meal breaks.
- 3.16 ODPP means the Office of the Director of Public Prosecutions (NSW).
- 3.17 Overtime has the meaning set out in Clause 12 below.
- 3.18 Overtime Rate means .the rate of time and one-half of the Legal Officer's salary (including any Temporary Assignment Allowance) as at the date the Flexible Working Hours Credit is accrued
- 3.19 PSA means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales
- 3.20 Settlement Period refers to each six-week period commencing from 4 December 2023.

- 3.21 Standard Hours are from 9:00 am to 5:00 pm, Monday to Friday, with a lunch break of up to 1 hour or any 8 consecutive hours within the Bandwidth with up to an hour for lunch as agreed by Legal Officer and their Manager.

4. Parties

- 4.1 The parties to this Award are the PSA and the Crown in right of New South Wales.

Note: The Industrial Relations Secretary is taken to be the employer for the purposes of industrial proceedings pursuant to s 50 of the *Government Sector Employment Act 2013* ("GSE Act"). The Director of Public Prosecutions is the head of the ODPP pursuant to Sch 1, Pt 3 of the GSE Act and has the functions conferred on them pursuant to s 4 of the *Director of Public Prosecutions Act 1986*.

5. Coverage

- 5.1 This Award applies to all Legal Officers employed at the ODPP.
- 5.2 Legal Officers are entitled to the conditions of employment as set out in this Award and, except where inconsistent with this Award, the conditions provided for under the Conditions Award.
- 5.3 This Award prevails over the Flexible Working Hours Agreement 2015.

6. Bandwidth

- 6.1 The Bandwidth is from 7.30 am to 6:30 pm, Monday to Friday.
- 6.2 For the purposes of accrual under Clause 9, time will not be credited to Legal Officers for work outside the Bandwidth.

7. Daily Hours Worked

- 7.1 The standard Core Time is 9:30 am to 3:30 pm.
- 7.2 The standard Core Time may be varied by mutual agreement between a Legal Officer and their Manager.
- 7.3 Subject to clause 11.5, Legal Officers are required to work, and cannot be directed to work less than, their Minimum Daily Contract Hours on any normal working day.
- 7.4 A Legal Officer may, subject to the approval of their Manager, elect to work Standard Hours or Minimum Daily Contract Hours with fixed starting and finishing times.
- 7.5 A Legal Officer may vary their working hours at any time, subject to the approval of the Manager and in accordance with the provisions of this Award.
- 7.6 Nothing in this Award prevents the ODPP from requiring a Legal Officer to work Standard Hours or limit flexible working hours arrangements where:
- 7.6.1 operational demands so require (e.g. if work is unavailable before 9:00 am, a Legal Officer may be directed to commence work from that time); or
- 7.6.2 repeated breaches of the provisions of this Award occur (e.g. late arrivals, extended lunch periods, flex debits); or
- 7.6.3 the Director finds the Legal Officer is not observing the terms of this Award.

8. Lunch and Meal Breaks

- 8.1 A Legal Officer must not work more than 5 continuous hours without taking a meal break of at least 30 minutes.
- 8.2 The standard entitlement for a lunch break is 1 hour, which may be extended up to 2.5 hours with approval of the Legal Officer's Manager.
- 8.3 Lunch breaks must be taken between 11:30 am to 2:30 pm.
- 8.4 The scheduling and duration of lunch breaks are subject to the operational requirements of the work unit, the needs of the Legal Officer, and the approval of the Legal Officer's Manager.

9. Accrual of Work Time Within the Settlement Period

- 9.1 A Legal Officer may only accumulate Flexible Working Hours Credit in excess of the Minimum Daily Contract Hours where a Manager is satisfied that work is available.
- 9.2 Legal Officers must record their hours worked in the flex system daily, or as soon as reasonably practicable. Unless there are exceptional or unforeseen circumstances, Legal Officers must submit their completed flex sheets for approval within 3 working days of the end of each Settlement Period. In addition, all leave sought to be taken in a Settlement Period must be applied for and approved by a Legal Officer's Manager before the end of that Settlement Period, unless there are exceptional or unforeseen circumstances.
- 9.3 Managers are responsible for approving flex sheets within 3 working days after the flex sheet has been submitted in accordance with clause 9.2.
- 9.4 All time worked during the Settlement Period in accordance with this Award (except paid overtime, but including accrued flex leave that is paid as overtime in accordance with clause 9.10) will count towards the Legal Officer's AWT.
- 9.5 The 10 Flexible Working Hours Debit includes all credited AWT and all approved leave. Where Flexible Working Hours Debit is greater than 10 hours at the end of the Settlement Period, the Legal Officer will be required to utilise recreation leave to cover the shortfall in hours. If the Legal Officer has no leave available, leave without pay (LWOP) will apply for the greater than 10 Flexible Working Hours Debit, and the LWOP is credited to the AWT total. Legal Officers with greater than 10 Flexible Working Hours Debit over 2 Settlement Periods will be monitored and may be directed to work Standard Hours.
- 9.6 Subject to clauses 9.8 and 9.9, a Legal Officer is entitled to carry forward up to a maximum of 50 Flexible Working Hours Credit into a Settlement Period.
- 9.7 Hours worked are to be monitored by the Legal Officer and Manager throughout each Settlement Period, through the use of flexitime records and time sheets, and a Legal Officer and their Manager will work together with the aim of preventing the Legal Officer accruing more than 50 Flexible Working Hours Credit in a Settlement Period.
- 9.8 If it is likely that at the end of the Settlement Period the Legal Officer will have more than 50 Flexible Working Hours Credit, the Manager and Legal Officer must devise a strategy in writing to ensure that the Legal Officer is able to use the Flexible Working Hours Credit as Flex Leave so as to avoid the Legal Officer accruing more than 50 Flexible Working Hours Credit.
- 9.9 If, notwithstanding clause 9.7 and 9.8, the Legal Officer has more than 50 Flexible Working Hours Credit at the end of any Settlement Period, the Manager and the Legal Officer are to have a discussion as to whether there are half days or days in the following Settlement Period that can be taken as Flex Leave that will have the effect of reducing the total Flexible Working Hours Credit to fewer than 50 hours.

- 9.10 If the Manager and the Legal Officer cannot, or do not, agree on half days or days that can be taken as Flex Leave in the next Settlement Period in accordance with clause 9.9, then any Flexible Working Hours Credit over 50 hours will be paid at the Overtime Rate, and removed from accrued Flexible Working Hours Credit.
- 9.11 The written strategy referred to in clause 9.8 must be reported to the relevant Executive.

10. Flex Leave Entitlements

- 10.1 Subject to the convenience of the ODPP, Legal Officers can take up to a maximum of 5 Flex Leave days in any Settlement Period. The issue of when Flex Leave is taken should be agreed between the Legal Officer and the Manager to ensure service is maintained. The 5 Flex Leave days may be taken as either full days or half days or combinations of either. A Legal Officer does not receive any credit towards their accrued work time when taking Flex Leave.
- 10.2 The maximum number of Flex Leave days that can be taken consecutively is 5 working days.
- 10.3 Where a Legal Officer's recreation leave balance is in excess of the maximum accrued limits as specified in Premier's Memorandum 2012-07 (or any subsequent determination related to excess recreation leave accrual) no Flex Leave days may be taken.
- 10.4 The maximum number of Flex Leave days that can be taken over a Flex Year is 30 days.
- 10.5 Legal Officers are permitted to carry up to a maximum of 50 Flexible Working Hours Credit throughout the Flex Year.
- 10.6 The restrictions on the taking of Flex Leave in clauses 10.1, 10.2, 10.3, 10.4 and 10.5 will not apply in circumstances when it would result in a Legal Officer accruing more than 50 Flexible Working Hours Credit in a Settlement Period. This includes Flex Leave taken either at the request of the Legal Officer or as directed by their Manager. This clause 10.6 is subject to clause 9.

11. Scheduling Flex Leave

- 11.1 The taking and scheduling of Flex Leave will be made in an equitable, transparent and fair manner that takes into account its impact on co-workers.
- 11.2 The scheduling of Flex Leave is to be agreed between the Legal Officer and their Manager.
- 11.3 Subject to the operational requirements of the group/office/unit, a Legal Officer may vary working hours to suit their particular needs or absent themselves from work using Flex Leave. Subject to the operational requirements of their work unit, a Legal Officer may schedule their approved Flex Leave as consecutive single days, single days or half days, up to a total of 5 days at any one time (consecutive or otherwise).
- 11.4 Flex Leave can be taken with other forms of leave. Flex Leave can be taken before or after paid leave but may not be taken at the end of a period of unpaid leave.
- 11.5 A Manager can direct a Legal Officer to take Flex Leave and a Legal Officer cannot refuse a reasonable direction to take Flex Leave.
- 11.6 A Manager can refuse Flex Leave for operational reasons or if it is likely to lead to more than 10 Flexible Working Hours Debit.
- 11.7 To assist with planning, reasonable notice must be given of the Legal Officer's intention to take Flex Leave. If Flex Leave requests cannot be accommodated, alternative arrangements should be agreed between the Legal Officer and their Manager. Approval in the ODPP's applicable Human Resources management system must be obtained from the appropriate Manager as soon as practical.

12. Overtime

- 12.1 The rate of Overtime will be paid in accordance with clauses 90.2 and 95 of the Conditions Award.
- 12.2 All hours worked outside the Bandwidth will be paid as Overtime subject to the following:
- 12.2.1 The hours worked outside of the Bandwidth must be reasonable and necessary for the proper performance of the Legal Officer's duties.
- 12.2.2 A Legal Officer must take all reasonable steps to obtain prior approval from their Manager to work overtime. Approval to work overtime will not unreasonably be withheld. A failure by a Manager to respond to a request for approval, provided that the request has been made in a timely manner, will be taken to be approval. A Manager must provide written reasons for any refusal to approve overtime.
- 12.2.3 Prior approval to work overtime will not be required in the case of unforeseen or exceptional circumstances, that preclude a Legal Officer seeking such approval. In that case, the Legal Officer must endeavour to notify their Manager that they worked overtime as soon as practicable after having done so and explain to their Manager why it was not possible to obtain prior approval.
- 12.2.4 If a Legal Officer routinely seeks approval to work overtime, their Manager must meet with them to discuss their workload and why their work is unable to be performed during contract hours.

13. Separation from the ODPP

- 13.1 Where a Legal Officer gives notice of resignation, retirement or transfer to another government department, the Manager and the Legal Officer will, during the period of notice, take all necessary steps to eliminate any Flexible Working Hours Credit or Debit.
- 13.2 On resignation or separation from the Office, the notice period may be increased by the number of Flexible Working Hours Credit held by the Legal Officer, up to 50 hours, to ensure credits are reduced by the last day of duty.
- 13.3 Where a Legal Officer has Flexible Working Hours Debit at the completion of the last day of service, the accumulated recreation leave or monies owing to that Legal Officer will be adjusted accordingly.
- 13.4 A Legal Officer will receive payment at the Overtime Rate for Flexible Working Hours Credit accrued and remaining untaken on the last day of service:
- 13.4.1 Where the Legal Officer's services terminate without a period of notice for reasons other than misconduct; or
- 13.4.1 Where Flex Leave was not able to be used by the Legal Officer to reduce the Flexible Working Hours Credit to zero.
- 13.5 Where it is requested by the Legal Officer and agreed by the new agency, the Legal Officer's Flexible Working Hours Credit may be carried forward to the new agency.

14. Legal Officers Transferring to the Office

- 14.1 Individuals transferring or returning to the ODPP from another agency cannot transfer Flexible Working Hours Credit or Debit to the ODPP.

15. Part-Time Staff

- 15.1 Part-time Legal Officers, including those in job sharing arrangements, may have access to flexible working hours arrangements where appropriate. Where flexible working hours are appropriate working

hours credit and debit limits and the periods of flex leave permitted, will be the same as for a full-time Legal Officer.

15.2 Part-time Legal Officers may not be directed to work more than their pro rata contract hours.

15.3 All other provisions of this Award apply to part-time Legal Officers.

16. Consultative Committee

16.1 A consultative committee comprising an equal number of representatives from the ODPP and PSA will be formed. The consultative committee will meet at least twice a year to review the impact of this Award on the hours of work and workload of Legal Officers.

17. Monitoring and Varying the Award

17.1 The parties must co-operate in the monitoring and operation of this Award. Statistics on working hours are to be provided in writing to both management and the Consultative Committee, and the Public Service Association delegates and representatives, including but not limited to:

17.1.1 Identifying the number of Legal Officers who have 50 Flexible Working Hours Credit during the Settlement Period.

17.1.2 Confirming whether or not a written strategy was put in place for each of the said Legal Officers.

18. Grievance and Dispute Settling Procedures

18.1 For the avoidance of doubt, clause 9 of the Conditions Award applies.

19. Incidence and Duration

19.1 The Award takes effect from 4 December 2023 and will remain in force for a period of three years.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
C. MUIR, *Commissioner*

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TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 444067 of 2023)

Before Commissioner Sloan

20 December 2023

VARIATION

1. Delete "Part B" and replace with the following.

PART B

Rates of Remuneration

Item	2 Axles	3 Axles	4 Axles	5 Axles	6 Axles	6 Axles (48t)	7 Axles	PBS T&D
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1. Loading Rate	21.815	33.969	41.256	49.088	52.862	56.621	57.434	61.194
1A. Extra Capacity (per cubic metre)	3.759	3.759	3.759	3.759	3.759	x	3.759	x
2. Kilometre Rate (0-8 Km)	5.486	8.546	10.378	12.349	13.296	14.242	14.449	15.395
2A. Extra Capacity (per cubic metre)	0.946	0.946	0.946	0.946	0.946	x	0.946	x
3. Kilometre Rate (over 8 - 25 km)	5.076	7.906	9.605	11.426	12.308	13.184	13.373	14.249
3A. Extra Capacity (per cubic metre)	0.876	0.876	0.876	0.876	0.876	x	0.876	x
4. Kilometre Rate (over 25 km)	3.993	3.993	3.993	3.993	3.993	4.806	3.993	4.806
4A. Extra Capacity (per cubic metre)	0.813	0.813	0.813	0.813	0.813	x	0.813	x
6. Hourly Rate	71.526	111.374	135.316	160.878	173.257	185.630	197.142	209.514
6A. Extra Capacity (per cubic metre)	12.372	12.372	12.372	12.372	12.372	x	12.372	x

2. Delete "Part C" and replace with:

PART C

Rise and Fall Formula

- The rates prescribed in Part B may be adjusted each year upon application to the Industrial Relations Commission of New South Wales.
- Application for adjustment shall be made by reference to the weighted movement in the following benchmarks for each cost component, calculated as at the end of the full quarter immediately preceding the variation, with each adjustment application based upon the rates and amounts in the immediately preceding variation.

Component Current	Benchmark	Current Index	Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	\$940.20	35.40
Capital	ABS Consumer Price Index (CPI), Motor Vehicles, Australia	111.6	18.88
Insurances	ABS CPI, Insurance, Australia	166.5	6.50
Registration	ABS CPI, Transportation Group, Other Services in respect of motor vehicles	143.2	3.27
Repairs & Maintenance	ABS CPI, Transportation Group, Maintenance and Repair of Motor and Repair of motor vehicles	132.4	17.99
Tyres	ABS CPI, Transportation Group, Spare Parts and Accessories for motor vehicles	139.6	5.16
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.	120.97	9.31
Administration	ABS CPI, All Groups, Sydney	135.8	3.49
Total			100

3. If the cost components, excepting fuel, change such that it causes an increase in the total remuneration of 2 percent or more from the date of the last variation, an interim adjustment may be made. An application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative.
4. Each cost component will be re-weighted after each adjustment.
5. Parties to this Determination will confer with a view to reaching agreement on any application for adjustment on any application for adjustment. In the absence of agreement the rates and amounts shall be determined by the IRC.
6. Notwithstanding anything contained in this Part, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
3. Delete "Part D" and replace with:

PART D

Temporary Fuel Levy

APPLICATION

1. This Part applies to all Contracts of Carriage performed on or after 1 February 2024.

BACKGROUND

2. This Part was introduced by the IRC in Matter No. 2022/174729 as a temporary measure to respond to significant fluctuations in the price of fuel and the temporary inability for Contract Carriers to claim fuel tax credits.

THE SURCHARGE

3. In addition to all other amounts set out in this Determination, a Principal Contractor must pay a Contract Carrier an additional amount (the Temporary Fuel Levy).
4. The Temporary Fuel Levy shall be paid as a percentage of the total amounts payable to the Contract Carrier under this Determination.

5. For Contracts of Carriage performed on or after 1 February 2024, the Temporary Fuel Levy shall be 5.9%.

REVIEW

6. The Temporary Fuel Levy shall be reviewed on a monthly basis, subject to an application being made to the IRC.
7. The Temporary Fuel Levy shall be calculated by applying the following formula:

$$((x-y) / y) * z$$

where:

x = 197.89 (being the mean of all weekly retail diesel prices (NSW State Average) published by the Australian Institute of Petroleum for weeks ending in the prior calendar month, in cents, exclusive of GST;

y = 120.97 (being the current index price of fuel as set out in part C of the Determination); and

z = 0.0931, (being the weighting applied to the fuel component as set out in part C of the Determination); and

8. The Temporary Fuel Levy shall be rounded to one decimal place.
9. Parties seeking a variation to the Temporary Fuel Levy shall make an application to the IRC by the second Monday of the relevant calendar month.
10. The revised Temporary Fuel Levy will apply from the first day of the following calendar month.
11. As the Temporary Fuel Levy responds to fluctuations in fuel prices, it may increase or decrease from time to time.

OTHER PROVISIONS

12. The Temporary Fuel Levy may be offset by any payments made to a Contract Carrier in excess of the amounts prescribed elsewhere in this Determination.
13. Leave is reserved for any party to apply to vary the operation of this Part in circumstances where the Principal Contractor:
 - a. provides the Contract Carrier with fuel, either for free or at a cost below the prevailing market rate;
 - b. directly reimburses the Contract Carrier for some or all of their fuel costs; or
 - c. otherwise compensates the Contract Carrier for their fuel cost
4. This variation will take effect on 1 February 2024.

D. SLOAN, *Commissioner*

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner Sloan

9 January 2024

VARIATION

1. Delete subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge and insert in lieu the following:

- F.3.2 For pay periods commencing between 15 January 2024 and 18 February 2024, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.11
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.13
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.19
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.19
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.19
Rigid-carrying capacity over 14 tonnes or more	\$0.25
Single Axle Prime Mover	\$0.25
Bogie Axle Prime Mover	\$0.30

For pay periods commencing between 18 December 2023 and 14 January 2024, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.13
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.16
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.23
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.23
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.23
Rigid-carrying capacity over 14 tonnes or more	\$0.30
Single Axle Prime Mover	\$0.30
Bogie Axle Prime Mover	\$0.36

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 15 January 2024 and 18 February 2024:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.71
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.71
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.71
Rigid-carrying capacity over 14 tonnes or more	\$3.47
Single Axle Prime Mover	\$3.49
Bogie Axle Prime Mover	\$4.23

For pay periods commencing between 18 December 2023 and 14 January 2024:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.24
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.24
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.24
Rigid-carrying capacity over 14 tonnes or more	\$4.15
Single Axle Prime Mover	\$4.17
Bogie Axle Prime Mover	\$5.06

3. This variation will take effect on 15 January 2024.

D. SLOAN, *Commissioner*

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