



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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(1131)

SERIAL C9764

**CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS
BOARD (NSW) EXAMINERS, ASSESSORS AND CHIEF EXAMINERS)
AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 347242 of 2023)

Before Chief Commissioner Constant

7 November 2023

VARIATION

1. Delete the year "2019" in subclause 8.3 of clause 8, Examining Rates (Covid-19 Video Examinations), of the award published 29 May 2020 (388 I.G. 727) and in lieu thereof insert the year "2021".
2. Delete the year "2022" in subclause 17.1 of clause 17, No Further Claims and insert in lieu thereof the year "2023".
3. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1

	Amount Per Hour \$
Base rate on and from 1 January 2020	87.63
Base rate on and from 1 January 2021	89.62
Base rate on and from 1 January 2022	91.45
Base rate on and from 1 January 2023	95.11

Table 2 - Allowances for Chief Examiners

Chief Examiners per annum allowance	2.5% On and from 1/1/20 \$	2.27% On and from 1/1/21 \$	2.04% On and from 1/1/22 \$	4% On and from 1/1/23 \$
Level 1: candidature 0 to 100	1,034	1,058	1,079	1,122
Level 2: candidature 101 to 3,000	2,075	2,122	2,165	2,252
Level 3: candidature 3,001 to 15,000	3,109	3,180	3,245	3,375
Level 4: candidature Over 15,001	4,142	4,236	4,322	4,495

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	On and from 1/1/20 \$	On and from 1/1/21 \$	On and from 1/1/22 \$	On and from 1/1/23 \$
1	10.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	10.88	10.88	10.88	12.48
2	10.2	Travel allowance per km outside metropolitan area:				
		- Up to 8,000 km per annum	0.6800	0.6800	0.6800	0.7800
		- Over 8,000 km per annum	0.272	0.272	0.272	0.312

4. This variation takes effect from the first full pay period on or after 1 January 2023.

N. CONSTANT, *Chief Commissioner*

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(1297)

SERIAL C9762

**CROWN EMPLOYEES (NEW SOUTH WALES EDUCATION
STANDARDS AUTHORITY - EDUCATION OFFICERS) SALARIES
AND CONDITIONS AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 347287 of 2023)

Before Chief Commissioner Constant

7 November 2023

VARIATION

1. Delete the date "31 December 2022" in subclause 19.1 of clause 19, No Further Claims, of the award published 29 May 2020 (388 I.G. 750) and insert in lieu thereof the date "31 December 2023".
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Chief Education Officer - Grade 1

Grade 1	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Level 1	163,727	167,444	170,860	177,694
Level 2	169,038	172,875	176,402	183,458
Level 3	174,355	178,313	181,951	189,229
Level 4	177,923	181,962	185,674	193,101
Level 5	181,887	186,016	189,811	197,403

Chief Education Officer - Grade 2

Grade 2	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Single Salary Point	186,434	190,666	194,556	202,338

Principal Education Officer

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Single Salary Point	160,104	163,738	167,078	173,761

Senior Education Officer Grade 1

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Level 1	123,062	125,855	128,422	133,559
Level 2	138,439	141,582	144,470	150,249

Senior Education Officer Grade 2

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Single Salary Point	144,316	147,592	150,603	156,627

Education Officer AECG

	2.5% From the first pay period to commence on or after 1/1/2020 \$	2.27% From the first pay period to commence on or after 1/1/2021 \$	2.04% From the first pay period to commence on or after 1/1/2022 \$	4% From the first pay period to commence on or after 1/1/2023 \$
Level 1				
1st year of service	89,690	91,726	93,597	97,341
Thereafter	92,519	94,619	96,549	100,411
Level 2				
1st year of service	96,146	98,329	100,335	104,348
Thereafter	98,964	101,210	103,275	107,406
Level 3				
1st year of service	101,926	104,240	106,366	110,621
Thereafter	104,982	107,365	109,555	113,937
Level 4				
1st year of service	109,345	111,827	114,108	118,672
Thereafter	112,824	115,385	117,739	122,449

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

3. This variation takes effect from the first full pay period on or after 1 January 2023.

N. CONSTANT, *Chief Commissioner*

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(1653)

SERIAL C9759

**CROWN EMPLOYEES (NSW (DEPARTMENT OF COMMUNITIES
AND JUSTICE (YOUTH JUSTICE) - 38 HOUR WEEK OPERATIONAL
STAFF 2023) REVIEWED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Communities & Justice.

(Case No. 323888 of 2023)

Before Chief Commissioner Constant

24 October 2023

VARIATION

1. Delete the title of the award published 28 February 2020 (386 I.G 976), and insert in lieu thereof the following:

**CROWN EMPLOYEES (NSW DEPARTMENT OF COMMUNITIES
AND JUSTICE (YOUTH JUSTICE) - 38 HOUR WEEK OPERATIONAL
STAFF 2023) REVIEWED AWARD**

2. Delete clause 2, Title and Scope, and insert in lieu thereof the following>

2. Title and Scope

- 2.1 This Award will be known as the Crown Employees (NSW Department of Communities and Justice (Youth Justice) - 38 Hour Week Operational Staff 2023) Reviewed Award. This Award covers Operational Staff of the Department as defined in Clause 3 of this Award who are employed under the provisions of the Act.
- 2.2 All other relevant conditions of employment not specified in this Award will be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. and the Personnel Handbook where applicable.
3. Delete the Definition "Operational Staff, of clause 3, Definitions and insert in lieu thereof the following:

"Operational Staff" means, for the purposes of this Award, the following roles:

Centre Manager;

Senior Manager, Court Logistics, Classification and Placement.

Assistant Manager;

Assistant Manager Client Services; Unit Manager;

Shift Supervisor/Assistant Unit Manager; Youth Officer, Centre;

Youth Officer, Non Court Based, Court Logistics; Youth Officer, Court Based, Court Logistics; Court Supervisor, Court Logistics;

Logistics Officer, Court Logistics;

Drug Detection Security and Intelligence Officer; Vocational Instructor;

Vocational Instructor (Cook Supervisor) Kitchen Support Officer;

4. Delete clause, 4 Rates of Pay and Allowances, and insert in lieu thereof the following:

4. Rates of Pay and Allowances

- 4.1 “This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2023) Award and salaries and allowances payable to employees will be in accordance with that award or any award replacing it.”
- 4.2 A chokage Allowance will be paid at the rate as set out in item 1 of Table 2(a) of Part B to Vocational Instructors who are required to assist in clearing sewerage chokages and are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or who are required to work in a septic tank in operation.
- 4.3 A trade allowance will be paid at the rate as set out in item 3 of Table 2(a) of Part B to Vocational Instructors who hold a trade qualification relevant to the Vocational Instructor’s vocational employment classification, in addition to the rates prescribed.
5. Delete clause 5, Hours, and insert in lieu thereof the following:

5. Hours

5.1

(a) Ordinary Hours

- (i) The ordinary hours of work for Shift Workers will not exceed 152 hours per twenty eight (28) calendar days or an average of 38 hours per week in each roster cycle. Each Shift Worker will be free from duty for not less than eight (8) full days and an allocated rostered day off in each cycle.
- (ii) The hours of work prescribed in paragraph (a)(i) of this sub-clause will be arranged to allow variable working hours in each roster cycle of twenty eight (28) days to ensure that each Shift Worker will work his/her other ordinary hours of work on not more than nineteen (19) days in the cycle.

(b) Rostered Day Off Duty

- (i) Time for a rostered day off duty accrues at 0.4 of an hour for each eight hour day or shift.
- (ii) All paid ordinary working time and paid leave count towards accrual of time for the rostered day off duty.
- (iii) An Operational Staff rostered day off duty prescribed in paragraph (a)(ii) of this sub-clause will be determined by having regard to the operational needs of the Centre. Where practicable the rostered day off duty will be consecutive with the days off prescribed in paragraph (a)(i) of this sub-clause.
- (iv) If the operational needs of the Centre require the rostered day off duty to be changed, another day will be substituted in the current cycle. If this not be practicable the day must be given and taken in the next cycle immediately following.
- (v) Where an Operational Staff member has accumulated sufficient time to take his/her rostered day off duty prior to entering on annual leave, it will be allowed to the Operational Staff on the first working day immediately following the period of leave.
- (vi) Where an Operational Staff member has not accumulated sufficient time for a rostered day off duty prior to entering on annual leave, time in credit will count towards taking the

next rostered day off duty falling in roster sequence after the Operational Staff member's return to duty.

- (vii) An Operational Staff member will be entitled to the next rostered day off duty after returning from a period of worker's compensation leave or extended leave.
- (viii) A rostered day off duty is not re-credited if the Operational Staff member is ill or incapacitated on a rostered day off duty. However sick leave will not be debited.
- (ix) Upon termination of employment, the Operational Staff member will be paid for any untaken rostered time off.
- (x) Permanent part-time Operational Staff members, due to the terms of engagement, are paid for all time worked as there is no accrual of time for rostered days off duty.
- (xi) In the case of an Operational Staff member in receipt of an All Incidents Allowance prescribed in Clause 7 of this Award, if the operational needs of a Centre require the rostered day off duty to be changed, another day will be substituted in the current cycle. If this is not practicable, rostered days off duty can be accrued to a maximum of five (5) days in any calendar year and be taken in a less active period.

5.2 Meal Breaks

- (a) Meal breaks must be given to and taken by Operational Staff members. No Operational Staff will be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However where a Operational Staff member is called upon to work for any portion of a rostered unpaid meal break, such time will be paid for at overtime rates.
- (b) The time taken for an Operational Staff member required by the Department to take a meal or meals with a detainee or detainees will be considered as ordinary hours of work. All time in such circumstances will be paid at the applicable rate of the shift and the Department will provide a meal to the Operational Staff member free of charge, the meal to be of the same or no less than the quality of that provided to the detainee or detainees. In such circumstances the provision of paragraph (a) of this sub-clause will not apply.
- (c) The provisions of paragraph (b) of this sub-clause will only apply if an Operational Staff member or a group of Operational Staff take the meal or meals at the allocated meal time for the detainee or detainees and such Operational Staff or group of Operational Staff are physically located with the detainee or detainees and are engaged in the supervision of the detainee or detainees while taking their meal or meals.

6. Delete clause 6, Hours Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Member (Non-Metropolitan Centres - Detainee Movements and Transport), Operational Staff, and insert in lieu thereof the following:

6. Hours Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Member (Non-Metropolitan Centres - Detainee Movements and Transport), Operational Staff

6.1 Operational Staff Member (Non-Metropolitan Centres, Detainee Movements and Transport)

Notwithstanding Clause 5 (except clause 5.1(b)) and Clause 8 (excluding 8.1-8.5) of this Award, if it is deemed necessary for operational reasons to undertake detainee movements or transport relating to a non-metropolitan centre, the following provisions will apply:

- (a) Ordinary Hours
 - (i) The ordinary hours of work for the relevant Operational Staff member will be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 6:00 a.m. and 10:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.

(b) Working Arrangements

- (i) The ordinary daily working hours for each Operational Staff member will be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
- (ii) A working arrangement can be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
- (iii) Operational staff members will be required to work variable start times depending upon operational requirements.

(c) Annual Leave

- (i) At the rate of twenty (20) working days per year.

(d) Public Holidays

- (i) All gazetted Public Holidays will be taken as they fall.

(e) Meal Breaks

- (i) Meal breaks must be given to and taken by the relevant Operational Staff. No Operational Staff member will be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where an Operational Staff member is called upon to work for any portion of an unpaid meal break, such time will be paid for at overtime rates.
- (ii) In circumstances where the Department is unable to supply a meal, an Operational Staff member will be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Operational Staff member.
- (iii) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement will be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.

(f) Other duties

When there are no detainee movements or transport, the Operational Staff members, under the arrangements set out in this Clause, are to perform other mainstream Centre duties (such as working on the unit floor) as directed by the Department.

(g) Overtime

- (i) An Operational Staff Member can be directed by the Department to work overtime, provided it is reasonable for the staff member to be required to do so. An Operational Staff member can refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:

- (1) The Operational Staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (2) Any risk to the Operational Staff Member's health and safety;
 - (3) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the Department and the effect on client services;
 - (4) The notice, if any, given regarding the working of the overtime, and the Operational Staff member's intention to refuse overtime; or
 - (5) Any other relevant matter.
- (ii) Payment for overtime will be made only where the Operational Staff member works approved overtime.
- (iii) Overtime will be paid at the following rates:
- (1) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two (2) hours and at the rate of double time thereafter for all directed overtime worked outside the Operational Staff member's ordinary hours of duty.
 - (2) Saturday - At the rate of time and one-half for the first two (2) hours and at the rate of double time thereafter.
 - (3) Sundays - All overtime at the rate of double time.
 - (4) Public Holidays - All overtime at the rate of double time and one-half.
- (iv) An Operational Staff member who works overtime on a Saturday, Sunday or Public Holiday will be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (h) Rest periods
- (i) An Operational Staff member who works overtime will be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (ii) Where an Operational Staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Operational Staff member will be paid at the appropriate overtime rate until released from duty. The Operational Staff member will then be entitled to eight (8) consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.
- 6.2 Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Members (Court Logistics)
- (a) Logistics Officer, Court Logistics
- (i) Ordinary hours
- (1) The ordinary hours of work for each Logistics Officer will be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 9:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.

- (ii) Working arrangements
 - (1) The ordinary daily working hours for each Logistics Officer will be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
 - (2) A working arrangement can be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
 - (3) Logistics Officers will be required to work variable start times depending upon operational requirements.
 - (4) If a variable start time commences at or after 10:00 a.m. and before 1:00 p.m., or at or after 1:00 p.m. and before 4:00 p.m. a loading of 10% and 12.5% will apply respectively.
- (iii) Annual leave
 - (1) At the rate of twenty (20) working days per year.
- (iv) Public Holidays
 - (1) All gazetted Public Holidays will be taken as they fall.
- (v) Meal Breaks
 - (1) Meal breaks must be given to and taken by the relevant Logistics Officer. No Logistics Officer will be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Logistics Officer is called upon to work for any portion of an unpaid meal break, such time will be paid for at overtime rates.
 - (2) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement will be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.
- (vi) Overtime
 - (1) A Logistics Officer can be directed by the Department to work overtime, provided it is reasonable for the Logistics Officer to be required to do so. A Logistics Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Logistics Officer working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
 - (a) The Logistics Officer's prior commitments outside the workplace, particularly the Logistics Officer's family and carer responsibilities, community obligations or study arrangements;
 - (b) Any risk to the Logistic Officer's health and safety;

- (c) A working arrangement can be altered at any time to enable service to be delivered where another Logistics Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
 - (d) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (e) The notice, if any, given regarding the working of the overtime, and the Logistics Officer's intention to refuse overtime; and/or
 - (f) Any other relevant matter.
- (2) Payment for overtime will be made only where the Logistics Officer works approved overtime.
 - (3) Overtime will be paid at the following rates:
 - (a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Logistics Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
 - (b) Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (c) Sundays - All overtime at the rate of double time.
 - (d) Public Holidays - All overtime at the rate of double time and one-half.
 - (4) A Logistics Officer who works overtime on a Saturday, Sunday or Public Holiday will be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vii) Rest periods
 - (1) A Logistics Officer who works overtime will be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a Logistics Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Logistics Officer will be paid at the appropriate overtime rate until released from duty. The Logistics Officer will then be entitled to eight (8) consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.
- (b) Court Supervisor, Court Logistics
 - (i) Ordinary hours
 - (1) The ordinary hours of work for each Court Supervisor will be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
 - (ii) Working arrangements
 - (1) The ordinary daily working hours for each Court Supervisor will be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7)

days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.

- (2) A working arrangement can be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
 - (3) Court Supervisors will be required to work variable start times depending upon operational requirements.
- (iii) Annual leave
- (1) At the rate of twenty (20) working days per year.
- (iv) Public Holidays
- (1) All gazetted Public Holidays will be taken as they fall.
- (v) Meal Breaks
- (1) Meal breaks must be given to and taken by the relevant Court Supervisor. No Court Supervisor will be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Court Supervisor is called upon to work for any portion of an unpaid meal break, such time will be paid for at overtime rates.
 - (2) In circumstances where the Department is unable to supply a meal, a Court Supervisor will be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Court Supervisor.
 - (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement will be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.
- (vi) Overtime
- (1) A Court Supervisor can be directed by the Department to work overtime, provided it is reasonable for the Court Supervisor to be required to do so. A Court Supervisor can refuse to work overtime in circumstances where the working of such overtime would result in the Court Supervisor working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
 - (a) The Court Supervisor's prior commitments outside the workplace, particularly the Court Supervisor's family and carer responsibilities, community obligations or study arrangements;
 - (b) Any risk to the Court Supervisor's health and safety;
 - (c) A working arrangement may be altered at any time to enable service to be delivered where another Court Supervisor is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;

- (d) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (e) The notice, if any, given regarding the working of the overtime, and the Court Supervisor's intention to refuse overtime; and/or
 - (f) Any other relevant matter.
- (2) Payment for overtime will be made only where the Court Supervisor works approved overtime.
- (3) Overtime will be paid at the following rates:
- (a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Court Supervisor's ordinary hours of duty, if working standard hours, or outside the bandwidth.
 - (b) Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (c) Sundays - All overtime at the rate of double time.
 - (d) Public Holidays - All overtime at the rate of double time and one-half.
- (4) A Court Supervisor who works overtime on a Saturday, Sunday or Public Holiday will be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vii) Rest periods
- (1) A Court Supervisor who works overtime will be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a Court Supervisor, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Court Supervisor will be paid at the appropriate overtime rate until released from duty. The Court Supervisor will then be entitled to eight (8) consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.
- (c) Youth Officers (Court Based), Court Logistics
- (i) Ordinary hours
 - (1) The ordinary hours of work for each Youth Officer will be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. with an allocated day off i.e. nineteen (19) days in each four (4) week period.
 - (ii) Working arrangements
 - (1) The ordinary daily working hours for each Youth Officer will be displayed as a proposed working arrangement in a place conveniently accessible to Youth Officers. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
 - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.

- (3) Youth Officers will be required to work variable start times depending upon operational requirements.
- (iii) Annual leave
 - (1) At the rate of twenty (20) working days per year.
 - (iv) Public Holidays
 - (1) All gazetted Public Holidays will be taken as they fall.
 - (v) Meal Breaks
 - (1) Meal breaks must be given to and taken by the relevant Youth Officer. No Youth Officer will be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Youth Officer is called upon to work for any portion of an unpaid meal break, such time will be paid for at overtime rates.
 - (2) In circumstances where the Department is unable to supply a meal, a Youth Officer will be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Youth Officer.
 - (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement will be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.
 - (vi) Overtime
 - (1) A Youth Officer can be directed by the Department to work overtime, provided it is reasonable for the Youth Officer to be required to do so. A Youth Officer can refuse to work overtime in circumstances where the working of such overtime would result in the Youth Officer working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
 - (a) The Youth Officer's prior commitments outside the workplace, particularly the Youth Officer's family and carer responsibilities, community obligations or study arrangements;
 - (b) Any risk to the Youth Officer's health and safety;
 - (c) A working arrangement may be altered at any time to enable service to be delivered where another Youth Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
 - (d) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (e) The notice, if any, given regarding the working of the overtime, and the Youth Officer's intention to refuse overtime; and/or
 - (f) Any other relevant matter.

- (2) Payment for overtime will be made only where the Youth Officer works approved overtime.
 - (3) Overtime will be paid at the following rates:
 - (a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Youth Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
 - (b) Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (c) Sundays - All overtime at the rate of double time.
 - (d) Public Holidays - All overtime at the rate of double time and one-half.
 - (4) A Youth Officer who works overtime on a Saturday, Sunday or Public Holiday will be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vii) Rest periods
- (1) A Youth Officer who works overtime will be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a Youth Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Youth Officer will be paid at the appropriate overtime rate until released from duty. The Youth Officer will then be entitled to eight (8) consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.
- (d) Youth Officers (Non-Court Based), Court Logistics
- (i) Ordinary hours
 - (1) The ordinary hours of work for each Youth Officer will be thirty-eight (38) hours per week Monday to Friday inclusive with variable start times, with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
 - (ii) Working arrangements
 - (1) The ordinary daily working hours for each Youth Officer will be displayed as a proposed working arrangement in a place conveniently accessible to Youth Officers. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
 - (2) A working arrangement can be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
 - (3) Youth Officers will be required to work variable start times depending upon operational requirements.
 - (iii) Annual leave
 - (1) At the rate of twenty (20) working days per year.

- (iv) Public Holidays
 - (1) All gazetted Public Holidays will be taken as they fall.
- (v) Meal Breaks
 - (1) Meal breaks must be given to and taken by the relevant Youth Officer. No Youth Officer will be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Youth Officer is called upon to work for any portion of an unpaid meal break, such time will be paid for at overtime rates.
 - (2) In circumstances where the Department is unable to supply a meal, a Youth Officer will be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Youth Officer.
 - (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement will be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.
- (vi) Overtime
 - (1) A Youth Officer can be directed by the Department to work overtime, provided it is reasonable for the Youth Officer to be required to do so. A Youth Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Youth Officer working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
 - (a) The Youth Officer's prior commitments outside the workplace, particularly the Youth Officer's family and carer responsibilities, community obligations or study arrangements;
 - (b) Any risk to the Youth Officer's health and safety;
 - (c) A working arrangement may be altered at any time to enable service to be delivered where another Youth Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
 - (d) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (e) The notice, if any, given regarding the working of the overtime, and the Youth Officer's intention to refuse overtime; and/or
 - (f) Any other relevant matter.
 - (2) Payment for overtime will be made only where the Youth Officer works approved overtime.
 - (3) Overtime will be paid at the following rates:
 - (a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all

directed overtime worked outside the Youth Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.

- (b) Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (c) Sundays - All overtime at the rate of double time.
 - (d) Public Holidays - All overtime at the rate of double time and one-half.
- (4) A Youth Officer who works overtime on a Saturday, Sunday or Public Holiday will be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vii) Rest periods
- (1) A Youth Officer who works overtime will be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a Youth Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Youth Officer will be paid at the appropriate overtime rate until released from duty. The Youth Officer will then be entitled to eight (8) consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.
- (viii) Loadings
- (1) A Youth Officer will be paid for work performed during the ordinary hours plus the following loadings depending on the commencing times for each day's ordinary hours.

Day	At or after 6 am and before 10 am	Nil
Afternoon	At or after 10 am and before 1 pm	10%
Afternoon	At or after 1 pm and before 4 pm	12.5%
Night	At or after 4pm and before 4 am	15%
Night	At or after 4 am and before 6 am	10%

- (2) The loadings above will only apply to ordinary time worked from Monday to Friday.

7. Delete clause 7, All Incidences Allowance, and insert in lieu thereof the following:

7. All Incidences Allowance

- 7.1 An All Incidents Allowance of 22% of base salary will be payable to Operational Staff classified at Items (iv) - (vi) in Part B of this Award in addition to the salary prescribed in such Table as compensation for all time worked in excess of ordinary hours and other work related allowances including payments in lieu of overtime, on call, shift penalties, travel time and annual leave loading but does not include compensation for expense related payments. However the Department has the discretion to approve that work outside normal rostered hours attract the provisions of Clause 8.13 - Overtime.
- 7.2 The allowance will be regarded as salary for all leave and superannuation purposes.
8. Delete clause, 8, Shift Workers - Loadings, Penalties, Leave, Rosters and Overtime, and insert in lieu thereof the following:

8. Shift Workers - Loadings, Penalties, Leave, Rosters and Overtime

- 8.1 Monday to Friday - Shift Loadings

- (a) A Shift Worker employed on a shift will be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following shift loadings depending on the commencing times of such shifts:

Day	At or after 6 am and before 10 am	Nil
Afternoon	At or after 10 am and before 1 pm	10%
Afternoon	At or after 1 pm and before 4 pm	12.5%
Night	At or after 4 pm and before 4 am	15%
Night	At or after 4 am and before 6 am	10%

- (b) The loadings specified in this sub-clause will only apply to shifts worked from Monday to Friday.

8.2 Weekends and Public Holidays - Penalties

- (a) For the purpose of this sub-clause any shift, of which 50% or more is worked on a Saturday, Sunday or Public Holiday will be deemed to have been worked on a Saturday, Sunday or Public Holiday and will be paid as such.

8.3 Saturday Shifts - Penalties

- (a) Shift Workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a Public Holiday, will be paid for such shifts at ordinary time and one half.

8.4 Sunday Shifts - Penalties

- (a) Shift Workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a Public Holiday, will be paid for such shifts at ordinary time and three quarters.

8.5 Public Holidays - Penalties

- (a) When rostered on a Public Holiday and work is performed, additional payment will be made at the rate of half time.
- (b) When rostered off on a Public Holiday, no additional compensation or payment will be made.
- (c) Where a gazetted Public Holiday falls on a Sunday, Shift Workers rostered to work on that day will be paid ordinary time and an additional payment at the rate of three quarter time.
- (d) A Shift Worker is entitled to receive compensation for regularly working Sundays and Public Holidays as specified in clause 8.6 of this Award.

8.6 Additional Payments

- (a) Additional payments will be made on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of twelve months from 1 December one year to 30 November the next year	Additional Payment
4 - 10	1/5th of one week's ordinary salary
11 - 17	2/5ths of one week's ordinary salary
18 - 24	3/5ths of one week's ordinary salary
25 - 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- (a) The additional payment will be made after 1 December in each year for the preceding twelve (12) months.
- (b) Where the Shift Worker retires or the employment of a Shift Worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last date of service will be paid to the Shift Worker.
- (c) Payment will be made at the rate applicable as at 1 December each year, or at the salary rate applicable at the date of retirement or termination.
- (d) All Incidents Allowance as detailed in clause 7.1 of this Award applies to this payment,

8.7 Recreation Leave

- (a) Shift Workers will be entitled to recreation leave at the rate of six (6) weeks per year (thirty (30) working days) inclusive of payment for any Public Holiday/s falling within the leave period.
- (b) Additional recreation leave at the rate of five (5) days per year, will accrue to a Shift Worker, employed under this Award and the Act, who is stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidated Act* (NSW) 1913 before its repeal.
- (c) Shift Workers entitled to additional recreation leave under this Clause can elect, at any time, to cash out that additional recreation leave.
- (d) Shift Workers on recreation leave are eligible to receive the more favourable of:
 - (i) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - (ii) 17½% annual leave loading.

8.8 Annual Leave Loading

- (a) With the exception of those Shift Workers in receipt of the All Incidents Allowance prescribed in Clause 7 of this Award, Shift Workers are entitled to the payment of an annual leave loading of 17.5% on the monetary value of four weeks recreation leave accrued in a leave year.
- (b) For the purposes of the calculation of the annual leave loading, the leave year will commence on 1 December each year and will end on 30 November of the following year.
- (c) If located in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, under Clause 8.7(b) of this Award, the annual leave loading will be paid on a maximum of four weeks leave.
- (d) The annual leave loading payable will not exceed the amount which would have been payable to a Shift Worker in receipt of salary equivalent to the maximum salary for Grade 12 Clerk.

8.9 Rosters

- (a) The ordinary hours of work for each Shift Worker will be displayed on a roster in a place conveniently accessible to Shift Workers. The roster will cover a minimum period of twenty eight (28) days, where practical, and will be displayed at least fourteen (14) days prior to the commencing date of the first working period in any roster.
- (b) A roster can be altered at any time to enable the service of a Centre to be delivered where another officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances. Where any such alteration involves a Shift Worker working on a day that would

have been his or her day off such time worked will be paid for at overtime rates as specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

- (c) Each roster will indicate the starting and finishing time of each shift and include rostered days off. Where current or proposed shift arrangements are incompatible with the Shift Worker's family, religious or community responsibilities, every effort to negotiate alternative arrangements with the Shift Worker will be made by the Department Head or delegate.

8.10 Notice of Change of Shift

- (a) A Shift Worker who is required to change from one shift to another shift will, where practicable, be given forty eight (48) hours notice of the proposed change.

8.11 Breaks between Shifts

- (a) There will be a minimum break of eight (8) consecutive hours between ordinary rostered shifts.
- (b) If a Shift Worker resumes or continues to work without having had eight (8) consecutive hours off duty, the Shift Worker will be paid overtime in accordance with Clause 89, Overtime Worked by Shift Workers of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 until released from duty for eight (8) consecutive hours. The Shift Worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (c) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (i) The completion of an ordinary rostered shift; or
 - (ii) The completion of authorised overtime; or
 - (iii) The completion of additional travelling time, if travelling on duty, but will not include time spent travelling to and from the workplace.

8.12 Daylight Saving

- (a) In all cases where a Shift Worker works during the period of changeover to and from daylight saving time, the Shift Worker will be paid the normal rate of pay for the shift.

8.13 Overtime

- (a) A Shift Worker can be directed by the Department Head to work overtime, provided it is reasonable for the Shift Worker to be required to do so. A Shift Worker can refuse to work overtime in circumstances where the working of such overtime would result in the Shift Worker working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
 - (i) The Shift Worker's prior commitments outside the workplace, particular the Shift Worker's family and carer responsibilities, community obligations or study arrangements;
 - (ii) Any risk to the Shift Worker's health and safety;
 - (iii) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (iv) The notice, if any, given regarding the working of the overtime, and the Shift Worker's intention to refuse overtime; or
 - (v) Any other relevant matter.

- (b) Overtime will be paid to Shift Workers under the following conditions:
- (i) The rates specified are in substitution for and not cumulative upon the rates payable for work performed on Monday to Friday, Saturday, Sunday or Public Holidays.
 - (ii) For the purposes of assessing overtime, each day will stand alone. Where any one (1) period of overtime is continuous and extends beyond midnight, all overtime hours in this period will be regarded as if it had occurred within the one (1) day.
 - (iii) Overtime will be paid for hours worked in excess of the ordinary hours of work, as defined in Clause 5 of this Award. Entitlements under this clause are restricted by the provisions of Clause 7 of this Award.
- (c) Overtime will be paid to Shift Workers at the following rates:
- (i) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Shift Worker's ordinary hours of duty.
 - (ii) Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (iii) Sundays - All overtime at the rate of double time.
 - (iv) Public Holidays - All overtime at the rate of double time and one half.

9. Delete clause 9, Casual Employment, and insert in lieu thereof the following:

9. Casual Employment

- 9.1 A casual employee is one engaged on an hourly basis.
- 9.2 A casual employee can only be engaged for short-term periods where there is the need to supplement the workforce arising from fluctuations in the needs of the Centre.
- 9.3 A casual employee will be paid on an hourly basis based on the appropriate rate, prescribed in Table 1 of Part B of this Award, plus 15% thereof with a minimum payment of four (4) hours for each engagement. This loaded rate of pay is in lieu of all leave entitlements, other than recreation and extended leave.
- 9.4 A casual employee will be entitled to the shift loadings, prescribed in clause 8.1 of this Award, where a shift commences prior to 6 am or finishes subsequent to 6 pm.
- 9.5 For weekend and Public Holiday work, casual employee will, in lieu of all other penalty rates and the 15% casual loading, receive the following rates:
- (a) Time and one half for work between midnight Friday and midnight Saturday;
 - (b) Time and three quarters for work between midnight Saturday and midnight Sunday; and
 - (c) Double time and one half for work on a Public Holiday.
- For the purpose of this clause, any shift of which 50% or more is worked on a Saturday, Sunday or Public Holiday will be deemed to have been worked wholly on a Saturday, Sunday or Public Holiday and will be paid as such.
- 9.6 On termination a casual employee will be paid 1/12th of ordinary earnings in lieu of recreation leave.

- 9.7 A casual employee's employment can be terminated for any reason by the giving of one (1) hour's notice by either party.
- 9.8 Casuals will also receive the following leave entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:
- (a) Unpaid parental leave in accordance with Clause 12.5.4;
 - (b) Personal Carer's entitlement in accordance with Clause 12.6; and
 - (c) Bereavement entitlement in accordance with Clause 12.7.
10. Delete clause 10, Higher Duties, and insert in lieu thereof the following:

10. Higher Duties

- 10.1 Operational Staff called upon by the Department to perform work of a classification or position paid at a higher rate, will be paid that higher rate on the completion of a minimum of one eight (8) hour shift, or equivalent working day.
- 10.2 Relieving for part of a shift in a higher position will not attract monetary payment but will be compensated through the acquisition of skills and experience gained by this opportunity.
- 10.3 The provisions of this clause apply only where an employee relieves in another position covered by this Award.
11. Delete clause 11, Settlement of Disputes, and insert in lieu thereof the following:

11. Settlement of Disputes

- 11.1 Procedures relating to individual employees
- (a) Individual employees can raise matters pertaining to this Award and other conditions of employment matters with the Centre Manager, Manager, Supervisor or other authorised departmental representative as the case may be, providing that the following conditions are observed:
 - (i) The employee will notify the Centre Manager, Manager, Supervisor or other authorised departmental representative in writing, as to the substance of any matter and request a meeting with the Centre Manager, Manager, Supervisor or other authorised departmental representative for discussions in order to settle the matter. The employee may have another employee or an Association delegate present during these discussions.
 - (ii) If no remedy to the employee's matter is found, then the employee will seek further discussions and attempt to resolve the matter at a higher level of authority, where appropriate.
 - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
 - (iv) At the conclusion of the discussions, the departmental representative must provide a response to the employee if the matter has not been resolved and include reasons for not implementing any proposed remedy. At this stage if the employee's concerns still exist, the provisions of Clause 11.3(e) of this Award will be invoked.
- 11.2 Settlement of Disputes
- (a) All questions, disputes or difficulties relating to the provisions of this award or any other condition of employment will initially be dealt with as close to the source as possible, with

- graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (b) The staff member is required to notify in writing their immediate supervisor or manager, as to the substance of the question, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
 - (c) Where the question, dispute or difficulty involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate supervisor or manager the notification can occur to the next appropriate level of management including where required, to the Department Head or delegate.
 - (d) The immediate supervisor or manager, or other appropriate officer, will convene a meeting in order to resolve the question, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
 - (e) If the question, dispute or difficulty remains unresolved with the immediate supervisor or manager, the staff member can request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The staff member can pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
 - (f) The Department can refer the matter to the Industrial Relations Secretary (IRS) for consideration.
 - (g) If the matter remains unresolved, the Department will provide a written response to the employee and any other party involved in the question, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
 - (h) A staff member, at any stage, can request to be represented by the Association.
 - (i) The staff member or the Association on their behalf or the Department can refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
 - (j) The staff member, Association, Department and IRS will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
 - (k) Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the question, dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.
12. Delete subclause 12.1 of clause 12, Dignity and Respect in the Workplace, and insert in lieu thereof the following:
- 12.1 The Dignity and Respect Policy, Guidelines and Grievance Procedure of the Department will apply to all staff covered by this Award.

13. Delete clause 13, Uniforms and Protective Clothing, and insert in lieu thereof the following:

13. Uniforms and Protective Clothing

- 13.1 Sufficient and serviceable uniforms or overalls will be supplied, free of cost, to each Operational Staff Member required to wear them, provided that any shift employee to whom a new uniform or part of a uniform has been supplied by the Department who without good reason, fails to return the

corresponding article last supplied, will not be entitled to have such article replaced without payment therefore at a reasonable price.

- 13.2 An employee, on leaving the service of the Department, will return any uniform or part thereof supplied by the Department which is still in use by that employee immediately or prior to leaving.
- 13.3 If the uniform of an employee is not laundered at the expense of the Department an allowance, as set out in Item 2 of Table 2(a), of Part B of this Award, will be paid to such employee.
- 13.4 Each employee whose duties require them to work in the rain will be supplied with suitable protective clothing upon request.
- 13.5 Each employee whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.
14. Delete clause 14, Right of Entry to Association Officials, and insert in lieu thereof the following:

14. Right of Entry to Association Officials

- 14.1 Entry of Association Officials onto Departmental premises will be in accordance with the *Industrial Relations Act (NSW) 1996*
15. Delete clause 15, Area, Incidence and Duration, and insert in lieu thereof the following

15. Area, Incidence and Duration

- 15.1 The Award will apply to Operational Staff in the Agency as defined in Clause 3 of this Award who are employed under the provisions of the Act
- 15.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* rescinds and replaces the Crown Employees (Department of Justice (Juvenile Justice)-38 Hour Week Operational Staff 2019) Reviewed Award published 28 February 2020 (386 I.G. 976), to take effect from 24 October 2023.
16. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay and Qualifications for roles covered by this Award

- (i) Unqualified Youth Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 1/07/2023 \$	Minimum Qualifications for assignment under the Act
1	-	GS Year 10	67,006	

- (ii) Youth Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2023 \$	Minimum Qualifications for assignment under the Act
2	1	Min 1	70,694	6 Units of Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline* plus relevant experience
	2	Max 1	72,772	

	3	Min 2	74,803	
3	1	Max 2	76,857	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline* plus relevant experience

Youth Officers who, as a consequence of the making of this award, and who have only completed Certificate III in Juvenile Justice shall be allowed to progress to Level 2 year 3 by meeting the requirements of incremental progression without first obtaining 6 units of Certificate IV in Youth Work or Youth Justice.

Annual increments shall occur on the anniversary of the completion of Certificate III or 6 units of competence in Certificate IV in Youth Work or Youth Justice subject to satisfactory performance.

(iii) Shift Supervisor/Assistant Unit Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2023 \$	Minimum Qualifications for assignment under the Act
4	1	Min 4	83,957	Certificate IV in Youth Work or Youth Justice and/or Equivalent related discipline *
	2	Max 4	86,539	
	3	Min 5	93,295	
	4	Max 5	96,237	

(iv) Unit Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2023 \$	Minimum Qualifications for assignment under the Act
5	1	Min 6	100,011	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline * and Certificate IV in Frontline Management and/or equivalent related discipline *
	2	Max 6	102,941	
	3	Min 7	106,025	
	4	Max 7	109,194	

(v) Assistant Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2023 \$	Minimum Qualifications for Assignment under the Act
6	1	Min 8	113,746	Completion of Diploma and/or Degree in a relevant discipline as set out in relevant Assistant Manager Position Description
	2	Max 8	117,643	
	3	Min 9	120,859	
	4	Max 9	124,258	

(vi) Centre Manager /Snr Manager Court Logistics, Classification and Placement.

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2023 \$	Minimum Qualifications for assignment under the Act
8	1	Min 11	139,787	Diploma and/or Degree in a relevant discipline*
9	2	Max 11	145,713	
	1	Min	154,840	
	2	Max 12	161,663	

A Centre Manager shall not have their level reduced by the making of this award.

(vii) Kitchen Support Officer

Level	Year	Salary FPP 01/07/2023 \$	Qualification and Experience
1	1	55,295	Relevant experience
	2	57,663	

(viii) Vocational Instructor (Trade, Maintenance, Grounds)

Level	Year	Salary FPP 01/07/2023 \$	Qualification and Experience
1	1	67,006	Relevant experience
2	1	70,694	Relevant Trade Certificate and Train Small Groups qualification or equivalent plus relevant experience.
2	2	72,772	
2	3	74,803	
2	4	76,857	

(ix) Vocational Instructor (Cook)

Level	Year	Salary FPP 01/07/2023 \$	Qualification and Experience
1	1	67,006	Relevant experience
	2	70,694	
2	1	70,694	Relevant TAFE Certificate or TAFE Certificate in Hospitality Commercial Cookery or Catering Operations) or equivalent and Train Small Groups qualification or equivalent plus relevant experience
2	2	72,772	
2	3	74,803	
2	4	76,857	

(x) Vocational Instructor (Cook Supervisor)

Salary FPP 01/07/2023 \$	Qualification and Experience
79,909	TAFE Certificate II in Hospitality (Kitchen Operations) or equivalent, formerly called Certificate II in Commercial Cookery, and Train Small Groups or equivalent.

(xi) Logistics Officer

Level	Year	Salary FPP 01/07/2023 \$	Qualification and Experience
4	1	93,295	Certificate IV in Youth or Youth Justice and/or equivalent related discipline*
4	2	96,237	
5	3	100,011	
5	4	102,941	

(xii) Court Supervisor

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2023 \$	Minimum Qualifications for assignment under the Act
	1	Min 4	83,957	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 4	86,539	
	3	Min 5	93,295	
	4	Max 5	96,237	

(xiii) Drug Detection Security and Intelligence Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2023 \$	Minimum Qualifications for assignment under the Act
2	1	Min 1	70,694	6 Units of Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 1	72,772	
	3	Min 2	74,803	
3	1	Max 2	76,857	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *

* Related and relevant disciplines are to be determined by the Department

Table 2 - Allowances and Additional Responsibilities Allowance

(a) Allowances

Item	Allowance	Salary FPP 01/07/2023 \$
1	Chokage Allowance	5.65 per day
2	Uniform Allowance	5.90 per week
3	Trade Allowance	2,146 per annum

(b) "Allocated Youth Officer Handcuff Allowance"

Allowance	Salary FPP 01/07/2023 \$
Allocated Youth Officer Handcuff Allowance	1.52 per hour

17. This variation shall take effect on and 1 July 2023.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

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. 335771 of 2023)

Before Commissioner Sloan

8 November 2023

VARIATION

1. Delete the Arrangement of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:

PART 1 - APPLICATION AND OPERATION

1. Definitions
2. Application
3. Savings clause
4. Promotion of Determination

PART 2 - OPERATIONAL MATTERS

5. Vehicles
6. Loading and Delivery
7. Fatigue Management and Heavy Vehicle Compliance
8. Uniforms
9. Lunch Break
10. Annual Leave

PART 3- RIGHTS AND RESPONSIBILITIES

11. Contract Carrier Obligations
12. Principal Contractors' Obligations
13. Termination
14. Insurance
15. Allocation of Work and Rostering
16. Fleet Mix Change
17. Selling of Vehicles
18. Supervision of Personnel

PART 4 - RATES AND REMUNERATION

19. Application of this Part
20. Rates of Remuneration
21. Alternative Remuneration Arrangements
22. Mass Management
23. Three Yearly Cost Reconciliation Review
24. Tolls & Charges

PART 5- MISCELLANEOUS

25. Disputes Procedure
26. Union Delegates

- 27. Record Keeping
- 28. Leave Reserved

Schedule A - Rates of Remuneration
 Schedule B - Waterfront and Container Depots
 Schedule C - Procedure and Time for Adjustments of Rates
 Schedule D - Nominated Contract Determinations
 Schedule E - Superannuation Contribution Arrangements
 Schedule F - Temporary Fuel Surcharge

2. Delete the definitions of "Additional Amount", "Light Vehicle Rates" and "Nominated Contract Determination", in subclause 1.1 of clause 1, Definitions and insert in lieu thereof the following:

Additional Amount has the meaning attributed to it in Schedule A;

Light Vehicle Rates means the minimum rates of remuneration set out in Schedule A.3 in this Determination that are expressed to apply to Light Vehicles.

Nominated Contract Determination means a determination listed in Schedule D and any successor to those determinations;

3. Delete subclause 19.2 of clause 19, Application of This Part, and insert in lieu thereof the following:

- 19.2 This Part also applies to a Contract of Carriage involving a single journey commencing within the County of Cumberland and finishing within:

- (a) a 50 kilometre radius of the Newcastle GPO; or
- (b) a rectangular area being 50 kilometres North of the Wollongong GPO, 20 kilometres East of the Wollongong GPO, 50 kilometres South of the Wollongong GPO and 20 kilometres West of the Wollongong GPO.

4. Delete subclauses 20.2 to 20.5 of clause 20, Rates of Remuneration and insert in lieu thereof the following:

- 20.2 Annual Minimum Guarantee Cartage Rate - Small Trucks

- (a) This subclause applies on and from 1 January 2019, and only to the following classes of vehicle:
 - (i) Rigid - carrying capacity over 2 and including 5 tonnes; and
 - (ii) Rigid - carrying capacity over 5 and including 8 tonnes.
- (b) 50 x 50 Arrangement - Subject to this subclause and subclause (c), if a Principal Contractor makes an agreement in writing with a Contract Carrier for a minimum of 50 hours each week for 50 weeks for a 12 month period, or periods, the Principal Contractor may pay the Contract Carrier 90% of the "Per Hour" rate in Schedule A Table A.1.1 or A.1.2 (whichever is applicable to the Contract Carrier's Vehicle) for each hour that the Contract Carrier performs the Cartage Work during that period.
- (c) Subject to subclause (d), with respect to Contract Carriers engaged as at 31 December 2018, a Principal Contractor may utilise a 50 x 50 Arrangement of the kind described in subclause (b) where the Contract Carrier has been engaged by the Principal Contractor for a minimum of 50 hours each week for 50 weeks in the previous 12 month period (Existing Tied Contract Carrier), notwithstanding that there is no agreement in writing between the Principal Contractor and the Contract Carrier to that effect.
- (d) Where a Principal Contractor that engages an Existing Tied Contract Carrier wishes to utilise a 50 x 50 Arrangement in circumstances described in sub clause (c):

- (i) the Principal Contractor shall advise the Existing Tied Contract Carrier in writing of the Principal Contractor's intention to utilise a 50 x 50 Arrangement. The notice shall include as a minimum:
 - (A) the date from which the Principal Contractor intends to utilise a 50 x 50 Arrangement, which shall be at least 8 weeks prior to its commencement; and
 - (B) the 12 month period, or periods, during which the Principal Contractor will apply those provisions; and
 - (C) advising the Existing Tied Contract Carrier that they have 4 weeks from the receipt of the Principal Contractor's notice to elect not to adopt a 50 x 50 Arrangement. If the Existing Tied Contract Carrier elects not to adopt a 50 x 50 arrangement, which election not to adopt must not be unreasonable, they must give the Principal Contractor a written notice of election to that effect;
 - (ii) within 4 weeks of receiving the Existing Tied Contract Carrier's notice of election, the Principal Contractor must either consent to or refuse the election, but must not unreasonably so refuse; and
 - (iii) if the Principal Contractor consents to the election, a 50 x 50 Arrangement will not apply to the Existing Tied Contract Carrier.
- (e) Nothing in this subclause affects an obligation of a Principal Contractor to pay the per/km rate applicable in Schedule A Tables A.1.1 or A.2.1, or any of the rates in clauses A3, A4, A5 or A6 for the Cartage Work.
- (f) Minimum Earnings Guarantee - Reconciliation: If clause 20.2(b) or (c) applies to a Contract of Carriage and in an 8 week period the Contract Carrier has not worked at least 50 hours each week for whatever reason, then:
- (i) the Principal Contractor must ensure that the Contract Carrier receives an amount of pay (excluding any payment arising from the per/km rates in Schedule A Tables A.1.1 or A.2.1, or from any of the rates in clauses A3, A4, A5 or A6 equivalent to the Minimum Earnings Guarantee.
 - (ii) If there is any shortfall between the amount of pay paid to the Contract Carrier (excluding any payment arising from the per/km rates in Schedule A clauses A.1.1 or A.2.1, or from any of the rates in clauses A3, A4, A5 or A6 and the Minimum Earnings Guarantee, the Principal Contractor must pay the shortfall to the Contract Carrier in the Principal Contractor's next pay cycle.
- (g) Minimum Earnings Guarantee - Calculation: The Minimum Earnings Guarantee is calculated using the following formula:
- (i) (per hour rate from Table A.1.1 x 90%) x ((50 x 8) minus Unavailable Hours) for Vehicles less than six years old; or
 - (ii) (per hour rate from Table A.2.1 x 90%) x ((50 x 8) minus Unavailable Hours) for Vehicles six or more years old.
- (h) "Unavailable Hours" are those hours that the Contract Carrier's Vehicle is unavailable to perform the Cartage Work during the hours the Contract Carrier is required to make their Vehicle available in accordance with clause 20.2(b) above.
- (i) Early Termination of 50 x 50 Arrangement:

Where a Principal Contractor decides to terminate a 50 x 50 Arrangement prior to the expiration of the relevant 12 month period the Principal Contractor:

- (i) will notify the Contract Carrier in writing of its intention to terminate the 50 x 50 Arrangement. The notice will specify the date upon which the 50 x 50 Arrangement will terminate, which shall be no fewer than 4 weeks after the date of the notice; and
- (ii) will pay the Contract Carrier either:
 - (A) the difference in remuneration the Contract Carrier would have earned had a 50 x 50 Arrangement not been entered into under this Part 4 for the relevant period, but capped at 50 hours per week; or
 - (B) the difference in remuneration between what the Contract Carrier earns for the remainder of the relevant 12 month period (or periods) and what the Contract Carrier would have earned had the 50 x 50 Arrangement, entered into under this Part 4, not been terminated,

whichever is the lesser amount.

NOTE: The 50 x 50 Arrangement takes into account Unavailable Hours.

- (j) Termination of Engagement during 50 x 50 Arrangement:

Where a Principal Contractor terminates the engagement of a Contract Carrier to whom a 50 x 50 Arrangement applies, prior to the expiration of the relevant 12 month period (or periods), the Principal Contractor will pay to the Contract Carrier the difference in remuneration the Contract Carrier would have earned had a 50 x 50 Arrangement not been entered into under this Part 4 for the relevant period, but capped at 50 hours per week.

However this subclause will not apply in the case of a termination for misconduct (which misconduct will not be limited by clause 1.1), or a termination in circumstances where the Contract Carrier is entitled to the benefits of the Transport Industry - Redundancy (State) Contract Determination.

- (k) 50 x 50 Arrangement not a Common Law Contract: For the avoidance of doubt, any arrangement made under this Part will not be construed as being, or forming, part of any common law contract or arrangement, collateral or otherwise, whether written or oral, which may exist between a Principal Contractor and a Contract Carrier with respect to Cartage Work to which this Determination applies.
- (l) Early Termination of 50 x 50 Arrangement - Reconciliation: the payment referred to in clause 20.2(i)(ii)(A) or (B) is to be calculated every 8 weeks, or part thereof, for the remainder of the relevant 12 month period (or periods).

20.3 The Rates will be varied in accordance with the procedure set out in Schedule C.

20.4 Introduction of Light Vehicle Rates

- (a) In matters 2019/268320, 2020/112760, 2020/112849 and 2020/133735, the IRC introduced new minimum rates applicable to Light Vehicles.
- (b) Subject to subclause 20.4(d), the Light Vehicle Rates set out in Schedule A include compensation for all fixed and running costs that may be incurred by a Contract Carrier.
- (c) The Light Vehicle Rates set out in Schedule A are to be increased if the charge percentage (as set out in the *Superannuation Guarantee (Administration) Act 1992*) increases above 10%. The Light Vehicle Rates in Schedule A shall be increased by 0.25% for each 0.5 percentage point increase to the charge percentage.

20.5 Subject to Schedule E, the cartage rates contained in this contract determination compensate contract carriers for the cost of contributing to their superannuation.

5. Delete all clauses from clause 22, Coverage Review, onwards and insert in lieu thereof the following:

22. Mass Management

- 22.1 If the Principal Contractor so directs, the Contract Carrier must do all things required and necessary to be accredited and remain accredited under:
- (a) the Principal Contractor's accredited NHVAS Mass Management Module for Basic Fatigue Management or Advanced Fatigue Management (or any scheme replacing this); or
 - (b) a NHVAS Mass Management Module for Basic Fatigue Management or Advanced Fatigue Management of the Contract Carrier.
- 22.2 In circumstances where clause 22.1 applies the Principal Contractor must reimburse the Contract Carrier for any reasonable costs directly arising from becoming accredited or at their election pay the lump sum allowance set out in clause A.4.2 of Schedule A to set up for the NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.
- 22.3 In circumstances where clause 22.1 applies the Principal Contractor must reimburse the Contract Carrier for any reasonable costs directly arising from maintaining accreditation or at their election pay the allowance set out in clause A.4.3 of Schedule A per hour to cover costs associated with maintaining that NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.
- 22.4 To avoid any doubt clause 22.2 and/or 22.3 shall not apply if the Contract Carrier has made their own decision to become and work under an accredited NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.

23. Three Yearly Cost Reconciliation Review

- 23.1 Reconciliation

Subject to an application being made to apply the Three Yearly True Cost reconciliation Review Process, the price entries in the "Price Table" and the table "Trailers" of the Key Data Variables sheet contained in the Cost Model should be updated using sourcing that are relevant to and reflect the cartage work being performed and such prices should reflect the lowest price available from a reputable vendor which is accessible to Contract Carriers in the open market.

- 22.2 Operative Date

Any rates shall be operative from such date as is determined by the Commission having regard to the need to inform Principal Contractors and Contract Carriers of any change.

- 22.3 This clause does not apply in relation to Light Vehicle Rates.

24. Tolls & Charges

- 24.1 A Principal Contractor shall pay road tolls incurred by a Contract Carrier in the performance of Cartage Work for the Principal Contractor as a consequence of any mandatory legal obligations upon commercial vehicles to:
- (a) use certain toll roads; or
 - (b) avoid certain roads including light limit roads which has the result of requiring the use of a toll road.
- 24.2 In all other circumstances, a Principal Contractor shall pay road tolls incurred by a Contract Carrier in the performance of Cartage Work for the Principal Contractor unless the Principal Contractor expressly directs the Contract Carrier in writing to not use a toll road.

An express direction may include:

- (a) a standing written direction issued by the Principal Contractor to Contract Carriers on an enterprise or fleet basis; or
- (b) individual written directions issued by the Principal Contractor to Contract Carriers.

24.3 This clause does not apply:

- (a) if the Principal Contractor can demonstrate that it already pays the Contract Carrier under an arrangement which factors in the payment of current road tolls, including by way of an alternative remuneration arrangement pursuant to clause 21; or
- (b) to a Principal Contractor and their Contract Carriers performing Cartage Work under a contract agreement that was approved by the Commission during the period of on or after 1 January 2018 and up to and including 5 February 2021.

For the avoidance of doubt, the exclusion provided for by 25.3(b) will not apply to any contract agreement that is approved or varied by the Commission after 5 February 2021.

24.4 The payment of a road toll can be made by a Principal Contractor:

- (a) in the next pay cycle following the Contract Carrier providing a receipt to the Principal Contractor; or
- (b) by providing the Contract Carrier with an E-Tag.

PART 5 - MISCELLANEOUS

25. Disputes Procedure

25.1 Application of Procedure

Any dispute that arises between a Contract Carrier and a Principal Contractor must be dealt with in accordance with this clause.

25.2 Appointment of Representative

A Contract Carrier who is a party to a dispute may appoint a representative for the purposes of this clause which may include the Union.

25.3 Procedure

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

25.4 Notification to Commission

If the dispute remains unresolved it may be referred to the IRC.

25.5 Continue to Perform Cartage Work

Whilst the parties are trying to resolve the dispute using the procedure set out in this clause:

- (a) a Contract Carrier must continue to perform Cartage Work as they normally would do unless they hold a reasonable concern about an imminent risk to their health or safety; and
- (b) a Contract Carrier must comply with a direction given by their Principal Contractor to perform other available Cartage Work, unless:

- (i) the Cartage Work is not safe; or
- (ii) applicable workplace health and safety legislation would not permit the Cartage Work to be performed; or
- (iii) the Cartage Work is not appropriate for the Contract Carrier to perform; or
- (iv) there are other reasonable grounds for the Contract Carrier to refuse to comply with the direction.

26. Union Delegates

26.1 Appointment

A Contract Carrier appointed Delegate in a yard in which they are Contract Carrier must, upon notification to their Principal Contractor, be recognised as the accredited representative of the Union.

26.2 Opportunity to Meet

An accredited Delegate must be allowed a reasonable opportunity to meet the relevant manager of the Principal Contractor and Contract Carriers to discuss matters affecting Contract Carriers whom they represent.

26.3 Use of Notice Board

Accredited Delegates must be permitted to put Union notices on a notice board, signed or countersigned by the representative posting it.

27. Record Keeping

27.1 Obligations

The Principal Contractor must record either in documentary form or electronic form, the following information for each Contract Carrier:

- (a) any Cartage Rate Schedule;
- (b) start and finish times;
- (c) hours worked per day;
- (d) kilometres travelled per day;
- (e) Starting Place and Finishing Place;
- (f) remuneration paid; and
- (g) a copy of any written contract entered into with the Contract Carrier; and
- (h) all trip schedules and driver rosters; and
- (i) all safe driving plans and risk assessments that relate to the fatigue of road transport drivers; and
- (j) all reported breaches and suspected breaches of the fatigue management law, including breaches and suspected breaches identified by the Principal Contractor; and
- (k) all breaches of fatigue management laws investigated by the Principal Contractor, the outcome and any remedial action taken.

27.2 Maintenance of Records

The Principal Contractor must maintain all the records arising from clause 28.1 for a period of seven years.

27.3 Contract Carrier to Assist

- (a) A Contract Carrier must do all things reasonably directed by the Principal Contractor to gather and record the information referred to in clause 28.1.
- (b) A Principal Contractor must not be liable for breach of this clause 28 because of the failure of a Contract Carrier to comply with clause (a).

28. Leave Reserved

- (a) Leave is reserved to any party covered by this Determination to make an application to vary the conditions or rates of pay for "Long Distance Work" within the meaning of clause 13 of the Transport Industry (State) Award (Serial C7740).
- (b) Leave is reserved to any party covered by this Determination to apply to vary the application of this Determination in respect of the transport of pre-fabricated construction materials to and from construction sites.

SCHEDULE A - RATES OF REMUNERATION

NOTE: The rates of remuneration in this Schedule apply to Contracts of Carriage covered by Part 4 of this Determination.

A.1 Hourly and kilometre rates (other than for Light Vehicles) - new vehicles

A.1.1 A contract carrier performing work using a vehicle which is less than six years old must be paid at least the hourly and kilometre rates set out in the following table (rounded up to the nearest half hour, nearest kilometre and nearest cent). For the avoidance of confusion, the per kilometre rate payable is the Running Rate. The Running Rate is the total of the "Per km excluding fuel component" and the "Per km fuel component". The "Per km excluding fuel component" and the "Per km fuel component" columns have been included for ease of reference when updating rates.

From the first full pay period commencing on or after 10 November 2023:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule C (\$/km)	Per km fuel component of running rate for the purposes of Schedule C (\$/km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$52.15	\$0.29	\$0.12	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$59.43	\$0.32	\$0.13	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$66.95	\$0.43	\$0.15	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$68.43	\$0.47	\$0.19	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$69.07	\$0.46	\$0.18	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$73.12	\$0.56	\$0.20	\$0.36

Single Axle Prime Mover	\$74.28	\$0.53	\$0.15	\$0.38
Bogie Axle Prime Mover	\$80.30	\$0.65	\$0.19	\$0.46

From the first full pay period commencing on or after 20 February 2023:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule C (\$/km)	Per km fuel component of the running rate for the purposes of Schedule C (\$/km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$51.85	\$0.29	\$0.11	\$0.17
Rigid-carrying capacity 5 and including 8 tonnes	\$59.00	\$0.32	\$0.13	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$66.37	\$0.43	\$0.14	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$67.82	\$0.46	\$0.18	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$68.45	\$0.46	\$0.17	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$72.43	\$0.56	\$0.20	\$0.36
Single Axle Prime Mover	\$73.56	\$0.53	\$0.14	\$0.38
Bogie Axle Prime Mover	\$79.46	\$0.65	\$0.18	\$0.46

A.2 Hourly and kilometre rates (other than for Light Vehicles) - not new vehicles

A.2.1 A contract carrier performing work using a vehicle which is six or more years old must be paid at least the hourly and kilometre rates set out in the following table (rounded up to the nearest half hour, and nearest kilometre). For the avoidance of confusion, the per kilometre rate payable is the Running Rate. The Running Rate is the total of the "Per km excluding fuel component" and the "Per km fuel component". The "Per km excluding fuel component" and the "Per km fuel component" columns have been included for ease of reference when updating rates.

From the first full pay period commencing on or after 10 November 2023:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule C (\$/km)	Per km fuel component of the running rate for the purposes of Schedule C (\$/km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$48.17	\$0.36	\$0.19	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$53.65	\$0.41	\$0.21	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$57.32	\$0.50	\$0.22	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$63.13	\$0.55	\$0.27	\$0.8
Rigid-carrying capacity over 12 and including 14 tonnes	\$62.98	\$0.54	\$0.25	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$64.21	\$0.64	\$0.28	\$0.36

Single Axle Prime Mover	\$60.78	\$0.58	\$0.22	\$0.36
Bogie Axle Prime Mover	\$65.67	\$0.71	\$0.27	\$0.44

From the first full pay period commencing on or after 20 February 2023:

Class of Vehicle	Per Hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule C (\$/km)	Per km fuel component of the running rate for the purposes of Schedule C (\$/km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$47.95	\$0.36	\$0.19	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$53.32	\$0.40	\$0.21	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$56.91	\$0.50	\$0.22	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$62.61	\$0.54	\$0.26	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$62.47	\$0.53	\$0.25	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$63.69	\$0.64	\$0.27	\$0.36
Single Axle Prime Mover	\$60.31	\$0.58	\$0.22	\$0.36
Bogie Axle Prime Mover	\$65.09	\$0.70	\$0.26	\$0.44

A.3 Light Vehicle Rates

A.3.1 A Contract Carrier performing work with a Light Vehicle must be paid at least the hourly rate set out in the following table (rounded up the nearest half hour).

From the first full pay period commencing on or after 1 March 2022:

Class of Vehicle	Per hour \$
Bicycle	\$21.82
Motorcycles	\$26.85
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$29.85
Over 750kg and up to 1 tonne	\$30.68
Over 1 tonne and up to 1.5 tonnes	\$31.06
Over 1.5 tonnes and up to 3 tonnes	\$32.71

From the first full pay period commencing on or after 1 July 2022:

Class of Vehicle	Per hour \$
Bicycle	\$24.19
Motorcycles	\$28.78
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$31.84
Over 750kg and up to 1 tonne	\$32.80
Over 1 tonne and up to 1.5 tonnes	\$33.55
Over 1.5 tonnes and up to 3 tonnes	\$35.47

From the first full pay period commencing on or after 1 July 2023:

Class of Vehicle	Per hour \$
Bicycle	\$26.57
Motorcycles	\$30.70
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$33.82
Over 750kg and up to 1 tonne	\$34.91
Over 1 tonne and up to 1.5 tonnes	\$36.05
Over 1.5 tonnes and up to 3 tonnes	\$38.22

From the first full pay period commencing on or after 1 July 2024:

Class of Vehicle	Per hour \$
Bicycle	\$28.94
Motorcycles	\$32.63
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$35.81
Over 750kg and up to 1 tonne	\$37.03
Over 1 tonne and up to 1.5 tonnes	\$38.54
Over 1.5 tonnes and up to 3 tonnes	\$40.98

From the first full pay period commencing on or after 1 July 2025:

Class of Vehicle	Per hour \$
Bicycle	\$31.32
Motorcycles	\$34.56
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$37.80
Over 750kg and up to 1 tonne	\$39.15
Over 1 tonne and up to 1.5 tonnes	\$41.04
Over 1.5 tonnes and up to 3 tonnes	\$43.74

NOTE: These Light Vehicle Rates are subject to any increases arising from changes to the superannuation guarantee charge percentage. See subclause 20.8(e) for details.

A.4 NHVR Training and Accreditation

A.4.1 NHVR Training and Accreditation System Set Up

A.4.2 The lump sum allowance referred to in clause 22.2 is:

- (a) From the first full pay period commencing on or after 10 November 2023: \$7,619.78; and
- (b) from the first full pay period commencing on or after 20 February 2023: \$7,443.28.

A.4.3 The allowance referred to in clause 22.3 is (rounded up to the nearest half hour):

From the first full pay period commencing on or after 10 November 2023;

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.46
Single Axle Prime Mover	\$0.46
Rigid-carrying capacity over 14 tonnes or more	\$0.46
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.46
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.46
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.46
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.46
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.46
Rigid-carrying capacity less than 3 tonnes	\$0.46

From the first full pay period commencing on or after 20 February 2023:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.45
Single Axle Prime Mover	\$0.45
Rigid-carrying capacity over 14 tonnes or more	\$0.45
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.45
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.45
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.45
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.45
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.45
Rigid-carrying capacity less than 3 tonnes	\$0.45

A.5 Blue Card

A.5.1 A Contract Carrier who in order to perform a Contract of Carriage is required to obtain a blue card (or equivalent), after this Determination has come into operation, shall be paid the following amounts (rounded up to the nearest half hour):

From the first full pay period commencing on or after 10 November 2023:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.05
Single Axle Prime Mover	\$0.05
Rigid-carrying capacity over 14 tonnes or more	\$0.05
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.05
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.05
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.05
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.05
Rigid-carrying capacity over 2 and including 5 tonnes	\$0.05
Rigid-carrying capacity less than 3 tonnes	

From the first full pay period commencing on or after 20 February 2023:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.05
Single Axle Prime Mover	\$0.05
Rigid-carrying capacity over 14 tonnes or more	\$0.05
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.05
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.05

Rigid-carrying capacity over 8 and including 10 tonnes	\$0.05
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.05
Rigid-carrying capacity over 2 and including 5 tonnes	\$0.04
Rigid-carrying capacity less than 3 tonnes	

A.5.2 However, a Principal Contractor will not be required to make any such payment in circumstance where the Principal Contractor has previously paid for a Contract Carrier to obtain the appropriate blue card (or equivalent).

A.6 Workwear and PPE

A.6.1 A Contract Carrier who, in order to perform a contract of carriage, is required by a Principal Contractor to wear certain type of workwear and/or personal protective equipment shall be paid the following amounts:

From the first full pay period commencing on or after 10 November 2023:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.31
Single Axle Prime Mover	\$0.31
Rigid-carrying capacity over 14 tonnes or more	\$0.31
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.31
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.31
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.31
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.31
Rigid-carrying capacity over 2 and including 5 tonnes	\$0.31
Rigid-carrying capacity less than 3 tonnes	

From the first full pay period commencing on or after 20 February 2023:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.31
Single Axle Prime Mover	\$0.31
Rigid-carrying capacity over 14 tonnes or more	\$0.31
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.31
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.31
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.31
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.31
Rigid-carrying capacity over 2 and including 5 tonnes	\$0.31
Rigid-carrying capacity less than 3 tonnes	

A.6.2 A Principal Contractor will not be required to make any such payment in circumstance where the Principal Contractor provides the Contract Carrier with the certain type of workwear and/or personal protective equipment

A.7 Additional amounts

A.7.1 Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a Contract of Carriage must be paid the following allowance per day or part day during which the equipment is used for the purpose of the Contract of Carriage:

- (a) From the first full pay period on or after 10 November 2023: \$4.78

- (b) from the first full pay period commencing on or after 20 February 2023: \$4.67

A.7.2 Twistlock Allowance

A Contract Carrier who, in order to perform a Contract of Carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers must be paid the following allowance per day or part day during which the equipment is used for the purpose of the Contract of Carriage:

- (a) from the first full pay period commencing on or after 10 November 2023: \$3.58
- (b) from the first full pay period commencing on or after 20 February 2023: \$3.50

A.7.3 Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the Contract of Carriage:

From the first full pay period commencing on or after 10 November 2023:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	\$5.72
Rear-Lift Platform up to and including 6,000 lbs capacity	\$7.85
Side loading device	\$25.26

From the first full pay period commencing on or after 20 February 2023:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	\$5.61
Rear-Lift Platform up to and including 6,000 lbs capacity	\$7.69
Side loading device	\$24.73

SCHEDULE B - WATERFRONT AND CONTAINER DEPOTS

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other conditions provided for by this Contract Determination but in substitution for the rates in Schedule A.

From the first full pay period commencing on or after 10 November 2023:

Class of Vehicle	Rate
Rigid Vehicle	
Not less than 8 and not greater than 10 tonnes	\$66.47
Not less than 10 and not greater than 12 tonnes	\$72.92
Not less than 12 and not greater than 14 tonnes	\$72.58
Not less than 14 tonnes	\$75.86
Single Axle Prime Mover	\$71.66
Bogie Axle Prime Mover	\$78.88

From the first full pay period commencing on or after 20 February 2023:

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	\$62.30291	\$62.30706
Not less than 10 and not greater than 12 tonnes	\$70.16822	\$70.18285

Not less than 12 and not greater than 14 tonnes	\$72.99331	\$72.99491
Not less than 14 tonnes	\$76.81962	\$76.82919
Single Axle Prime Mover	\$70.49264	\$70.49296
Bogie Axle Prime Mover	\$79.32526	\$79.33167

The above rates of remuneration are calculated using the following formula:

$$\frac{(\text{Hourly Rate} \times 221 \times 7.6) + (\text{Km Rate} \times 23,500)}{(221 \times 7.6)}$$

where Hourly Rate and km Rate are the relevant per hour and per km rates for a 6 year+ vehicle in Schedule A - Rates of Remuneration.

This formula is based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

2. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used:

From the first full pay period commencing on or after 10 November 2023:

	Rate A - Subsidy	Rate B - No Subsidy
40 ft Skel trailer	\$55.42 per day	\$56.55 per day
40 ft General Purpose trailer	\$55.42 per day	\$59.55 per day
Dog or Pig trailer	\$41.48 per day	\$44.56 per day
Pup trailer	\$27.70 per day	\$29.77 per day
20 ft Skel trailer	\$49.88 per day	\$53.61 per day

From the first full pay period commencing on or after 20 February 2023:

40 ft Skel trailer	\$54.12 per day	\$55.22 per day
40 ft General Purpose trailer	\$54.12 per day	\$58.15 per day
Dog or Pig trailer	\$40.51 per day	\$43.52 per day
Pup trailer	\$27.05 per day	\$29.07 per day
20 ft Skel trailer	\$48.71 per day	\$52.35 per day

3. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed:

From the first full pay period commencing on or after 10 November 2023:

40 ft trailer	\$3.19 per hour	\$3.11 per hour
Dog/Pig trailer	\$6.25 per hour	\$6.09 per hour
Pup trailer	\$4.61 per hour	\$4.50 per hour

From the first full pay period commencing on or after 20 February 2023:

40 ft trailer	\$3.12 per hour	\$3.04 per hour
Dog/Pig trailer	\$6.10 per hour	\$5.95 per hour
Pup trailer	\$4.50 per hour	\$4.39 per hour

4. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
5. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
6. Clause 3, Savings clause, of this Determination shall apply to the above rates and conditions.

SCHEDULE C - PROCEDURE AND TIME FOR ADJUSTMENTS OF RATES

C.1 Procedure for adjustment of rates

- C.1.1 The rates prescribed in Schedules B and C shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
- C.1.2 The union shall make application to the IRC for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
- C.1.3 The parties to this determination shall confer with a view to reaching agreement on the variation. In the absence of agreement, the rates and amounts shall be determined by the IRC in accordance with the Method of Adjustment outlined in this Schedule.
- C.1.4 The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
- C.1.5 Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.
- C.1.6 If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.
- C.1.7 The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
1. Total Labour Costs	Adjust according to the actual percentage change in the Minimum Weekly Rate for the relevant Transport Worker Grade in the Road Transport and Distribution Award 2010.
2. Fuel	Adjust according to the percentage change in the Australian Institute of Petroleum NSW State weekly average for the retail price of diesel, excluding GST.
3. Capital	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Capital.
4. Service and Parts	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Maintenance.
5. Registration, Licensing and Insurances	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Insurance.
6. Training and compliance	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Admin.
7. Miscellaneous Fixed Costs	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Admin.

C.1.8 The procedure outlined in subclause E.1 does not apply to Light Vehicle Rates.

C.2 Cost Recovery for variations in the Price of fuel

C.2.1 Due to the changeable nature of the pricing of fuel, including significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.

C.2.2 Any party to this determination may make an application to the IRC to vary rates of remuneration to account for changes in the price of fuel on the following basis:

- (a) 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;
- (b) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
- (c) the benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST.

C.2.3 The parties to this determination shall take all necessary steps to enable an application made pursuant to this Schedule to be heard and determined at the earliest possible time, including but not limited to, consenting to have the IRC hear and determine any such application within 48 hours from the initial listing of the application.

SCHEDULE D - NOMINATED CONTRACT DETERMINATION

The Nominated Contract Determinations are:

1. Transport Industry - Car Carriers (N.S.W.) Contract Determination;
2. Transport Industry - Concrete Haulage Contract Determination;
3. Transport Industry - Excavated Materials Contract Determination;
4. Transport Industry - Quarried Materials Contract Determination;
5. Transport Industry - Waste Collection and Recycling Contract Determination;
6. Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination;
7. Transport Industry - Courier and Taxi Truck Contract Determination;
8. Transport Industry - Concrete Haulage - Mini Trucks Contract Determination;
9. Transport Industry - Readymix Holdings Pty Ltd Concrete Cartage Contract Determination;
10. Boral Transport Limited Haulier Contract Determination;
11. CEVA Logistics (Australia) Pty Ltd (NSW Vehicle Logistics Local Fleet) Contract Determination;
12. Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination;
13. Readymix Holdings Pty Ltd Country Concrete Carriers Contract Determination;
14. Transport Industry - Quarried Materials, &c., Carriers Interim Contract Determination;
15. Australian Liquor Marketers Pty Limited Carriers Contract Determination;
16. Boral Country - Concrete and Quarries Contract Determination;
17. Boral Resources (NSW) Pty Limited Sydney Metropolitan Concrete Contract Determination;
18. Transport Industry - Metromix Concrete Haulage Contract Determination;
19. Transport Industry - Allied Express TWU Interim Contract Determination;
20. Couriers Please Pty Ltd Contract Determination;
21. Transport Industry - Mayne Logistics Contract Determination;
22. Transport Industry - Penrith City Council Contract Determination;
23. Boral GST Protocol (Facilitation and Compliance) Contract Determination;
24. TNT Domestic & International Express Ancillary Contract Determination, The;
25. Superior Premix Contract Determination No. 2;
26. Superior Premix Contract Determination - Blacktown City Council Project;
27. Transport Industry - General Carriers (The Smith Family) Contract Determination;

28. Boral Transport Limited Quarried Materials Minimum Load Contract Determination; and
29. Monier Roofing Limited and Reliance Roof Tiles Pty Ltd Contract Determination.

SCHEDULE E - SUPERANNUATION CONTRIBUTION ARRANGEMENTS

This Schedule is intended to ensure Principal Contractors are not subject to the cost of both providing rates that compensate for superannuation costs and separately making contributions upon a contract carrier's behalf.

E.1 ARRANGEMENT BY AGREEMENT

E.1.1 A Principal Contractor and Contract Carrier may enter an arrangement whereby the Principal Contractor makes superannuation contributions for the benefit of the Contract Carrier.

E.1.2 A Principal Contractor may deduct from any remuneration payable to the Contract Carrier an amount no greater than the contributions that the Principal Contractor is required to make under such an arrangement.

E.2 Any such arrangement must be reduced to writing and must set out:

E.2.1 the amount of the contribution (whether as a fixed amount, a percentage of the Contract Carriers remuneration, or a combination of both);

E.2.2 in what period the contributions will be made (monthly, quarterly etc.); and

E.2.3 when the deductions are to be made.

E.3 Within 28 days of making superannuation contributions for a Contract Carrier's benefit, the Principal Contractor must provide the Contract Carrier with a written statement setting out the amount of contributions made and the account into which they have been paid.

E.4 ARRANGEMENT BY DIRECTION

E.4.1 A Principal Contractor may implement a superannuation arrangement without the agreement of a Contract Carrier if:

E.4.2 the Contract Carrier is not an incorporated entity; and

E.4.3 the Principal Contractor has a reasonably held belief that the payment of superannuation contributions for the benefit of the Contract Carrier is required to reduce a Superannuation Guarantee Charge liability that would otherwise accrue to the Principal Contractor.

E.5 An arrangement entered into in accordance with subclause 2.1 is subject to the following terms:

E.5.1 any deductions from a Contract Carrier's remuneration must be made in the same pay period for which the Contract Carrier is remunerated for the relevant cartage work;

E.5.2 superannuation contributions must be made no later than 28 days after the end of the quarter in which the relevant cartage work was performed; and

E.5.3 superannuation contributions must be paid into:

(a) a complying superannuation fund chosen by the Contract Carrier;

(b) the Contract Carrier's stapled superannuation fund (if the Contract Carrier does not choose a fund or if the Principal Contractor is not able to make contributions to the chosen fund);
or

(c) TWUSuper (in the absence of a chosen or stapled superannuation fund into which the Principal Contractor can make contributions).

- E.6 Within 28 days of making superannuation contributions for a Contract Carrier's benefit, the Principal Contractor must provide the Contract Carrier with a written statement setting out the amount of contributions made and the account into which they have been paid
- E.7 Any disputes concerning the operation of this Schedule are to be dealt with using the dispute resolution procedures at clause 26.

SCHEDULE F - TEMPORARY FUEL SURCHARGE

F.1. APPLICATION

- F.1.1 This Schedule applies to all Contracts of Carriage to which Part 4 of this Determination applies, other than Contracts of Carriage performed by a Light Vehicle.

F.2. BACKGROUND

- F.2.1 This Schedule was introduced by the IRC in Matter No. 2022/77087 as a temporary measure to respond to significant fluctuations in the price of fuel arising from the war in Ukraine and the temporary inability for Contract Carriers to claim fuel tax credits.

F.3. THE SURCHARGE

- F.3.1 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 Surcharge).

- F.3.2 For pay periods commencing between 16 October 2023 and 19 November 2023, 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	\$0.24
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.24
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.24
Rigid-carrying capacity over 14 tonnes or more	\$0.30
Single Axle Prime Mover	\$0.31
Bogie Axle Prime Mover	\$0.37

- F.3.3 Where Schedule C (which deals with waterfront and container depots) applies to a Contract of Carriage, the Principal Contractor may elect to pay the following Temporary Fuel Surcharge in lieu of the amount in clause 3.2:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.33
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.33
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.33
Rigid-carrying capacity over 14 tonnes or more	\$4.26
Single Axle Prime Mover	\$4.28
Bogie Axle Prime Mover	\$5.20

F.4. REVIEW

- F.4.1 The Temporary Fuel Surcharge shall be reviewed on a monthly basis.

- F.4.2 The Temporary Fuel Surcharge shall be calculated by updating the fuel component of the Cost Model with 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.

F.4.3 Parties shall calculate the Temporary Fuel Surcharge and provide the results to the IRC by the second Monday of each calendar month.

F.4.4 The revised Temporary Fuel Surcharge will apply from the third Monday in each calendar month.

F.4.5 As the Temporary Fuel Surcharge responds to fluctuations in fuel prices, it may increase or decrease from time to time.

F 5. OTHER PROVISIONS

F.5.1 The Temporary Fuel Surcharge may be offset by any payments made to a Contract Carrier in excess of the amounts prescribed elsewhere in this Determination.

F.5.2 Leave is reserved for any party to apply to vary the operation of this Schedule 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 costs.

6. This variation will take effect on and from 10 November 2023.

D. SLOAN, *Commissioner*

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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

14 November 2023

VARIATION

1. Delete subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:
- 3.2 For pay periods commencing between 20 November 2023 and 17 December 2023, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.14
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.17
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.25
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.25
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.25
Rigid-carrying capacity over 14 tonnes or more	\$0.32
Single Axle Prime Mover	\$0.32
Bogie Axle Prime Mover	\$0.39

For pay periods commencing between 16 October 2023 and 19 November 2023, 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	\$0.24
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.24
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.24
Rigid-carrying capacity over 14 tonnes or more	\$0.30
Single Axle Prime Mover	\$0.31
Bogie Axle Prime Mover	\$0.37

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

For pay periods commencing between 20 November 2023 and 17 December 2023:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.50
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.50
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.50
Rigid-carrying capacity over 14 tonnes or more	\$4.48
Single Axle Prime Mover	\$4.50
Bogie Axle Prime Mover	\$5.46

For pay periods commencing between 16 October 2023 to 19 November 2023:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.33
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.33
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.33
Rigid-carrying capacity over 14 tonnes or more	\$4.26
Single Axle Prime Mover	\$4.28
Bogie Axle Prime Mover	\$5.20

3. This variation will take effect on 20 November 2023.

D. SLOAN, *Commissioner*

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(1938)

SERIAL C9765

**CROWN EMPLOYEES (SCHOOL PSYCHOLOGISTS -
DEPARTMENT OF EDUCATION) SALARIES AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C9647 published 9 June 2023

(394 I.G. 636)

(Case No. 356548 of 2021)

CORRECTION

1. Insert after paragraph 4.2.6 of subclause 4.2 of clause 4, Salaries, the following paragraph:

4.2.7 A School Psychologist with General Registration with the Psychology Board and Advanced Certification against the Professional Practice Framework will commence on Band 3.

E. ROBINSON, *Industrial Registrar*.

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CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C9761 published 10 November 2023

(395 I.G. 1121)

(Case No. 331998 of 2023)

CORRECTION

1. Delete subclause 3.7, of clause 3, Salaries and insert in lieu thereof the following:
 - 3.7 Salary progression from Step 2 to Step 3 will take effect from the first full pay period after confirmation of Proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of one year full time and subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process. For those teachers who have confirmation of accreditation at Proficient but do not have one year full time service, progression from Step 2 to Step 3 will take effect from the first full pay period after the completion of one year of full time service.
2. Delete subclause 23.8 of clause 23, Casual Teachers and Casual School Counsellors, and insert in lieu thereof the following:
 - 23.8 Casual teachers who commence work at the CT1 rate of pay will be required to work for a minimum of the full time equivalent of two years before being eligible to receive the CT2 rate of pay if they have attained the relevant accreditation. Casual teachers will be required to work for a further minimum of the full time equivalent of two years before being eligible to receive the CT3 rate of pay provided they have maintained the relevant accreditation.

E. ROBINSON, *Industrial Registrar*

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