



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NSW HEALTH SERVICE HEALTH PROFESSIONALS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192081 of 2022)

Before Chief Commissioner Constant

6 July 2022

AWARD

PART A

1. Arrangement

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2. Definitions

- 2.1. "Complex" professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.
- 2.2. "Critical" professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.
- 2.3. "Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

- 2.4. "Heads of Departments" are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff. Heads of Department may have responsibilities across a number of facilities/sites within a Local Health District.
- 2.5. "Health Professional" for the purposes of this Award includes employees who possess, as a minimum, a relevant bachelor's degree or equivalent qualification, and who are involved in one or more of the following:
- provision of direct clinical and/or professional services to patients
 - planning, co-ordination or evaluation of the delivery of clinical or professional services
 - provision of professional supervision or consultation to other health professionals
 - provision of professional education services to other health professionals
 - management of clinical or professional services providing direct services to patients.
- Health professional classifications covered by this Award are listed at Schedule A.
- 2.6. "Novel" professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.
- 2.7. "NSW Health Service" consists of those persons who are employed under Chapter 9, Part 1, of the *Health Services Act 1997* by the Government of NSW in the service of the Crown, as amended or varied from time to time.
- 2.8. "Professional judgement" involves the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.
- 2.9. "Professional knowledge" includes the knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.
- 2.10. "Professional supervision" refers to supervision given to subordinate health professionals from the same discipline, which requires the exercise of professional judgement and consists of:
- setting guidelines for the work of the health professional
 - suggesting approaches to the conduct of professional work
 - solving technical problems raised by subordinate health professionals
 - reviewing and sometimes checking the work of other health professionals.
- 2.11. "Union" means the Health Services Union NSW.

3. Classification of Health Professionals

- 3.1. Health Professional positions will be classified according to the criteria set out at Schedule B of this Award.

4. Qualifications

- 4.1. The minimum qualification requirements for each health professional classification are set out at Schedule C of this Award.

5. Salaries

- 5.1. Full time Health Professional employees shall be paid the salaries and allowances as set out in the tables of Part B - Monetary Rates of this Award.
- 5.2. Minimum commencing salaries at Level 1 are as follows:
 - 5.2.1. employees who hold an appropriate degree, or other approved equivalent qualification, requiring three years of full-time study shall commence on the Level 1, Year 1 salary
 - 5.2.2. employees who hold an appropriate degree, or other approved equivalent qualification requiring more than three years full-time study shall commence on the Level 1, Year 2 salary.
 - 5.2.3. employees who have completed an undergraduate degree and a Master's degree, or other approved equivalent qualifications requiring more than four years of combined full-time study shall commence on the Level 1, Year 3 salary.
- 5.3. Salary progression within Levels 1 - 6 will occur following 12 months satisfactory service.

6. Sole Practitioner Allowance

- 6.1. The sole practitioner allowance is payable to positions at Level 1 or Level 2 where position occupants:

are the only practitioner of their discipline at the site; and

are required to exercise independent professional judgement on a day to day basis without ready face to face access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or

undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or Level 2 position.
- 6.2. The sole practitioner allowance is equal to the difference between the maximum Level 2 salary and the minimum Level 3 salary. The current allowance is set out at Table 2 of Part B - Monetary Rates of this Award.

7. Conditions of Service

- 7.1. The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 as varied or replaced from time to time, shall apply to all persons covered by this Award, excepting for those professions identified in subclause 7.2.
- 7.2. The Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to Diversional Therapists, and Orthotists/Prosthetists covered by this Award.
- 7.3. The Health Industry Status of Employment (State) Award 2021 as varied or replaced from time to time, shall also apply to relevant employees.

8. Dispute Resolution

- 8.1. The dispute resolution procedures contained in the Awards identified in Clause 7, Conditions of Service, shall apply.

9. Anti-Discrimination

- 9.1. It is the intention of the parties bound by this Award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

- 9.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4. Nothing in this clause is to be taken to affect:
- 9.4.1. any conduct or act which is specifically exempted from anti-discrimination legislation;
- 9.4.2. offering or providing junior rates of pay to persons under 21 years of age;
- 9.4.3. any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*;
- 9.4.4. a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 9.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

10. Expanded Scope of Practice

- 10.1. Should a profession within the coverage of this Award incorporate an expanded scope of practice, the parties agree to discuss the impact of this on the classification structure.

11. No Extra Claims

- 11.1. Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

12. Translation Arrangements

- 12.1. The translation to the new structure for health professionals covered by this Award will be undertaken utilising the following basic principles.
- 12.1.1 Anniversary/incremental date of employees will be retained.
- 12.1.2 Relevant years of service will be counted toward placement on the new salary scale.
- 12.1.3 Employees will be placed into a position in the new structure that is most reflective of their current duties and responsibilities.

12.1.4 Any disputes that cannot be resolved at a Local Health District level should be referred to the Employer and Union for consideration at a peak level committee, which will subsequently make a recommendation to the Local Health District.

12.1.5 Nothing contained in this Award shall operate to reduce the wages or conditions of employment available to any employee at the time of the Award coming into effect.

13. Personal Regrading

- 13.1. Health professionals at Level 2 may make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.
- 13.2. An application for personal regrading will need to demonstrate that the health professional is consistently working at a level and undertaking duties that are equivalent to the Level and role being applied for. The applicant must be able to demonstrate that the claimed expertise is being utilised and there is a positive impact on services arising from the work of the applicant.
- 13.3. Such applications must be provided to the direct line manager of the health professional. Applications must be commented upon, including whether it is supported or not and the reasons why, by the direct line manager and another relevant senior professional in the discipline e.g. Area Advisor.
- 13.4. The application will then be forwarded to Human Resources, who deals with the application on the basis of the information and professional input provided as part of the application, or by Human Resources seeking additional professional input on the application, if this is seen as necessary.
- 13.5. Human Resources will then make a recommendation on the application to the employer, or approved delegate, for final decision. The delegate must be provided with all relevant information on the application.
- 13.6. The date of effect of any approved personal regrading will be the first full pay period on or after the date the application was initially provided to their direct line supervisor.
- 13.7. If an application is declined by the employer, the health professional is to receive written advice at the time of being notified that their application was declined and the grounds and reasons for the decision.
- 13.8. If the health professional wishes to pursue their application, the matter will be referred to a peak level (state-wide) Health Professional Regrading Committee, to be established in consultation between the employer and Union. Such a Committee will meet on a regular or needs basis to consider any such personal regrading applications from across the state and subsequently make recommendations to the relevant approved delegate of the employer.
- 13.9. Any disputes that arise regarding personal regrading applications may be dealt with under the dispute resolution provisions of this Award.
- 13.10. Personal gradings will not automatically transfer with a health professional should they be successful in gaining employment in another position within NSW Health. The transferability of a personal grading must be raised by the health professional as part of the selection process and addressed by the selection panel with the panel making a specific recommendation on transferability. The employer, or approved delegate, will determine whether or not the personal grading will transfer.

14. Area, Incidence and Duration

- 14.1. This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates and allowances in the last second in the tables of Part B - Monetary Rates, will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- 14.2. This Award rescinds and replaces the NSW Health Service Health Professionals (State) Award 2021 published on 8 April 2022 (391 I.G. 898) and all variations thereof.

- 14.3. This Award applies to persons employed in health professional classifications as defined in the NSW Health Service under s115(1) of the *Health Services Act 1997*, excluding the County of Yancowinna.

SCHEDULE A

HEALTH PROFESSIONAL CLASSIFICATIONS

Audiologist
Art Therapist
Counsellor
Dietitian
Diversional Therapist
Exercise Physiologist
Genetic Counsellor
Music Therapist
Occupational Therapist
Orthoptist
Orthotist/Prosthetist
Physiotherapist
Play Therapist
Podiatrist
Sexual Assault Worker
Social Worker
Speech Pathologist
Welfare Officer

Provided that additional classifications that the Union has constitutional coverage for may be added to this list as agreed between the Union and the Employer.

SCHEDULE B

CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS

Level 1

Health professionals employed at Level 1 are newly qualified employees. Health professionals at this level are beginning practitioners who are developing their skills and competencies.

Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.

Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.

Level 1 staff participate in quality activities and workplace education.

After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Commencing rates for Level 1 staff are prescribed in clause 5 Salaries.

Level 2

Progression to Level 2 from Level 1 is automatic following completion of 12 months satisfactory service at the Level 1 Year 4 salary step.

Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.

Health professionals at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.

Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.

Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

Sole Practitioner Allowance

The sole practitioner allowance is only payable in the circumstances prescribed in clause 6 Sole Practitioner Allowance.

Levels 3 and 4

Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.

Health professionals working in positions at Levels 3 and 4 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.

Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff. Level 3 and 4 staff are involved in planning, implementing,

evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.

The expertise, skills and knowledge of a Level 3 or 4 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.

Level 3 and 4 staff may be required to manage specific tasks or projects.

Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Health professionals at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4. Such personal progression will be via the process prescribed in Clause 13, Personal Regrading.

Senior Clinician (Level 3)

Level 3 Senior Clinicians include the following:

A health professional who has a recognised clinical specialty within their discipline and works in an area that requires high levels of clinical expertise and knowledge in that specialty.

A health professional with generalist skills who would usually work in a regional or rural area and would possess high level clinical skills enabling them to work across a range of clinical areas within their discipline.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility. This would be under the direction of a Department Head with responsibilities across a zone, region or cluster.

Senior Clinician (Level 4)

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may be specialists or generalists as follows:

A Level 4 Senior Clinician's expertise in their area of specialty is such that they provide a consultancy service in their speciality area across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's breadth of knowledge and expertise in general practice is such that they provide a consultancy service on a range of clinical areas within their discipline across an Area, geographic region or clinical network. A generalist Level 4 Senior Clinician would usually work in a rural or regional area.

Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

Deputy Department Head

Deputy to a Department Head at Level 5 as well as maintaining a clinical load - Level 3.

Deputy to a Department Head at Level 6, as well as maintaining a clinical load - Level 4.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required

including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

Up to 5 other full-time equivalent health professionals or other technical or support staff providing clinical input - Level 3

More than 5 - 10 other full-time equivalent health professionals or other technical or support staff providing clinical input - Level 4

The criteria for a unit head or team leader will generally rely upon the number of full-time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Department Head (Level 4)

Where the department contains up to 5 full-time equivalent health professionals or other technical or support staff providing clinical input Department Heads at Level 4 are also required to maintain a clinical load

The criteria for a Department Head will generally rely upon the number of full-time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Student Educator (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

Levels 5 and 6

Positions at Levels 5 and 6 may have a clinical, education or management focus or may have elements of all three features.

Positions at Levels 5 and 6 deliver and/or manage and direct the delivery of services in a complex clinical setting.

Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Roles that may be undertaken at Levels 5 and 6 include, but are not limited to, the following:

Department Head

Department Heads at these levels may also be required to maintain a clinical load

Where the department contains more than 5 - 15 other full-time equivalent health professionals or other technical and support staff providing clinical input - Level 5

Where the department contains more than 15 - 25 other full-time equivalent health professionals or other technical and support staff providing clinical input - Level 6

The criteria for a Department Head will generally rely upon the number of full-time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Deputy Department Head

Deputy to a Department Head at Level 7, Grade 1, as well as maintaining a clinical load - Level 5

Deputy to a Department Head at Level 7, Grade 2, as well as maintaining a clinical load - Level 6.

The criteria for a Deputy Department Head will generally rely upon the Level of the Department Head. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff as well as a clinical load.

More than 10 - 20 other full-time equivalent health professionals or other technical or support staff providing clinical input - Level 5

More than 20 - 30 other full-time equivalent health professionals or other technical or support staff providing clinical input - Level 6

The criteria for a unit head or team leader will generally rely upon the number of full-time equivalent health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Health Professional Educator (Level 5)

This position facilitates learning and professional development for health professionals, technical and support staff. The Health Professional Educator may work across a geographic region, zone or clinical network. The Health Professional Educator is responsible for the design, development, delivery and evaluation of education

programs including continuing professional education, new graduate orientation and general staff development courses. The role may also entail instructional design and research into education best practice to support ongoing learning and development of clinical staff.

Clinical Specialist (Level 6)

Discipline specific clinical specialists are recognised as experts in their field at an advanced level of clinical expertise and practice.

This advanced level of expertise will be demonstrated by the fact that the health professional:

has extensive experience in their field of expertise; and

is actively contributing to their clinical field of expertise by presenting papers at conferences and contributing to peer reviewed journals

A clinical specialist will possess

clinically relevant post graduate qualifications; or

have gained peer recognition by a panel of discipline colleagues, professional association or professional registration body in the relevant clinical speciality area; or

a substantive academic conjoint appointment.

In recognition of their superior clinical expertise, a position at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of expertise. The clinical specialist also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone. Clinical specialists will also participate on relevant high level committees. A clinical specialist can also undertake, dependent on workloads, specific supervisory, management or educative roles.

Level 7

Positions at Level 7 are managers, leaders or deputy managers of large units, teams or departments.

The work requires considerable co-ordination and the position is responsible for human, physical and financial resources. The position contributes directly to the development of policy for the work area and must have a sound understanding of the broader policy and strategic context.

Programs, strategies and priorities are generally decided at a higher management level but positions at this level have the authority to decide how to achieve results within the limits of available resources.

Decisions at this level have direct consequences on the achievement of results for the area for which the position is responsible.

Level 7 positions may maintain a clinical load or may be required to provide an expert speciality consultancy role in their area of expertise.

The size and complexity of the areas managed and the consequent impact on the nature of the work and are reflected in the different grading of positions as follows:

Deputy Department Head

Deputy to a Department Head at Level 7, Grade 3, as well as maintaining a clinical load - Level 7, Grade 1.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the professional leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff.

More than 30 - 45 other full-time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 1

More than 45 - 60 full-time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 2

The criteria for a unit head or team leader will generally rely upon the number of full-time equivalent (FTE) health professionals or technical and other support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Department Head

Where the department contains more than 25 - 40 other full-time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 1

Where the department contains more than 40 - 55 other full-time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 2

Where the department contains more than 55 other full-time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 3

The criteria for a Department Head will generally rely upon the number of full-time equivalent (FTE) health professionals or other support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Level 8**Discipline Specific Director/Advisor**

Positions at this level lead, direct, co-ordinate and provide strategic advice on major functions or work areas within a Local Health District(s), a geographic region, zone or clinical network. Positions at this level will make a major contribution towards the development and achievement of the strategic directions of the Local Health District(s). They have significant responsibility for the resources under their control.

Discipline Directors/Advisors will exercise a high degree of independence in the determination of overall workforce and clinical service strategies, priorities, work standards and the allocation of resources.

The position will make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff. The position participates in strategic management and service development decisions.

The position requires expert professional knowledge of methods, principles and practice and skills across client groups and work areas.

Positions at this level are required to apply senior strategic processes in the management of departmental resources and services.

Positions at this level have a combination of operational and strategic roles as follows:

has professional responsibility with regard to strategic workforce and service development and professional practice across a Local Health District(s), a geographic region, zone or clinical network

provides professional co-ordination and leadership across a Local Health District(s), a geographic region, zone or clinical network to department heads

acts as a central point of contact for strategic consultation and liaison with Senior Executive management and the Allied Health Director/Advisor

may have a dual role of department head

may be required to provide an expert speciality consultancy role in their area of expertise

may be involved in the provision of relevant clinical or leadership training, management development and/or mentoring to staff within the Local Health District(s), geographic region, zone or clinical network.

The varying size and complexity of disciplines and the scope of the Discipline Director/Advisor positions and the consequent impact on the nature of the work are reflected in the different grading of positions as follows:

Where the area of responsibility includes up to 25 full-time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 1

Where the area of responsibility includes more than 25 - 55 full-time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 2

Where the area of responsibility includes more than 55 - 100 other full-time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 3

Where the area of responsibility includes more than 100 other full-time equivalent health professionals or technical other support staff providing clinical input - Level 8, Grade 4.

The criteria for a Discipline Director/Advisor positions will generally rely on the number of full-time equivalent health professionals or technical and other support staff within the area of responsibility. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

SCHEDULE C

QUALIFICATION REQUIREMENTS

Audiologist

Must hold a Master's degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by the employer.

Art Therapist

Must hold a Master's degree in art therapy which provides eligibility for professional membership of the Australian, New Zealand and Asian Creative Arts Therapies Association, or other qualification deemed equivalent by the employer.

Counsellor

Must hold as a minimum a bachelor's degree in counselling or a related field, or other qualification deemed equivalent by the employer.

Dietitian

Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the employer.

Diversional Therapist

Must hold a health science or applied science bachelor's degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the employer.

Exercise Physiologist

Must hold a bachelor's degree in exercise and sports science, or other qualification deemed equivalent by the employer.

Genetics Counsellor

Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.

Music Therapist

Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.

Occupational Therapist

Must hold qualifications recognised for registration with the Occupational Therapy Board of Australia.

From 1 July 2012, must hold general registration with the Occupational Therapy Board of Australia.

Orthoptist

Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.

Orthotist/Prosthetist

Must hold as a minimum a bachelor's degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by the employer.

Physiotherapist

Must hold qualifications recognised for registration with the Physiotherapy Board of Australia.

Must hold general registration with the Physiotherapy Board of Australia.

Play Therapist

Must hold a Bachelor of Early Childhood, primary teaching or a related field that includes two years study in child development, or other qualification deemed equivalent by the employer.

Podiatrist

Must hold qualifications recognised for registration with the Podiatry Board of Australia.

Must hold general registration with the Podiatry Board of Australia.

Sexual Assault Worker

Must hold as a minimum a bachelor's degree in a relevant field such as counselling or other qualification deemed equivalent by the employer.

Social Worker

Must hold as a minimum a bachelor's degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.

Speech Pathologist

Must hold a bachelor's or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.

Welfare Officer

Must hold a minimum of a bachelor's degree in a relevant field e.g. community welfare, or other qualification deemed equivalent by the employer.

PART B**MONETARY RATES****Table 1 - Salaries**

Classification	Rate to apply prior to ffppoa 01/07/21 Per Annum \$	Rate from ffppoa 01/07/22 Per Annum \$
Health Professional Classifications		
Audiologist, Art Therapist, Counsellor, Dietitian, Diversional Therapist, Exercise Physiologist, Genetics Counsellor, Music Therapist, Occupational Therapist, Orthoptist, Orthotist /Prosthetist, Physiotherapist, Play Therapist, Podiatrist, Sexual Assault Worker, Social Worker, Speech Pathologist, Welfare Officer		
Level 1		
Year 1	65,778	67,442
Year 2	68,255	69,982
Year 3	72,461	74,294
Year 4	77,438	79,397
Level 2		
Year 1	82,783	84,877
Year 2	88,034	90,261
Year 3	92,318	94,654
Year 4	95,298	97,709
Level 3		
Year 1	102,500	105,093
Year 2	105,932	108,612
Level 4		
Year 1	111,228	114,042
Year 2	114,007	116,891
Level 5		
Year 1	119,709	122,738

Year 2	122,703	125,807
Level 6		
Year 1	128,784	132,042
Year 2	132,057	135,398
Level 7		
Grade 1	138,659	142,167
Grade 2	145,594	149,278
Grade 3	152,871	156,739
Level 8		
Grade 1	145,594	149,278
Grade 2	152,871	156,739
Grade 3	160,517	164,578
Grade 4	168,543	172,807

Table 2 - Sole Practitioner Allowance

Clause	Allowance Description	Rate to apply prior to ffppoa 01/07/21 Per Annum \$	Rate from ffppoa 01/07/22 Per Annum \$
6	Sole Practitioner Allowance (Health Professional)	7,202	7,384

N. CONSTANT, *Chief Commissioner*

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BROKEN HILL CITY COUNCIL CONSENT AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 362317 of 2022)

Before Commissioner

16 December 2022

VARIATION

1. Delete paragraph (b) of subclause 8.7 of clause 8, Ordinary Hours for Employees Engaged on or after 21 December 2015, of the award published 20 January 2023 (393 I.G. 1025), and insert in lieu thereof the following:

 (b) Entertainment Services, including Civic Centre operations, Hospitality;
2. Renumber subclause 8.11 to 8.10.
3. In subclause 9.1, substitute the reference to "subclause 6.4" with "subclause 7.5".
4. Renumber clauses 9.3, 9.4 and 9.5 as 9.2, 9.3 and 9.4 accordingly.
5. Substitute the words "Entertainment Centre Operations" with "Civic Centre Operations" in subclause 9.2.
6. Delete the reference to "sub-clause 37.5" and replace it with "subclause 38.5" in subclause 14.16 of clause 14, Overtime.
7. Substitute the reference to "Clause 42" with "Clause 43" in subclause 18.2 of clause 18, Trainees.
8. Substitute the reference to "Clause 42" with "Clause 43" in subclause 18.3 of clause 18.
9. Substitute the reference to "clause 46.3" with "subclause 50.2" in subclause 18.25 of clause 18.
10. Delete the words "Local Government Superannuation Scheme" and replace them with "Active Super (previously known as the Local Government Superannuation Scheme)", in subclause 24.1 of clause 24, Superannuation.
11. In paragraph (d) of subclause 28.1, delete the reference to "sub-clause 37.3" and replace it with "subclause 38.3".
12. Substitute the reference to "subclause 29.5" with "clause 29.6" in subclause 29.15 of clause 29, Long Service Leave.
13. Substitute the reference to "clause 44" with "clause 45" in subclause 31.4 of clause 31, Carer's Leave.
14. Delete subparagraph (a)(ii) of subclause 33.2 of clause 33, Parental Leave and insert in lieu thereof the following:

 (ii) Dad and Partner Pay will mean instalments paid under Chapter 3A of the *Paid Parental Leave Act 2010* (Cth).
15. Substitute the reference to "sub-clause 34.15" and replace it with "subclause 33.4(c)" in paragraph (a) of subclause 34.16 of clause 34, Paid Maternity Leave.

16. Renumber subclauses 39.4, 39.5, 39.6 and 39.7 in clause 38, Public Holidays as 38.4, 38.5, 38.6 and 38.7 respectively.
17. Delete clause title "44. Dispute Resolution Procedure" in Part 7, Dispute Resolution and insert in lieu thereof the following:

45. Dispute Resolution Procedure

18. Delete subclause 47.5 of clause 47, Termination of Employment and insert in lieu thereof the following:
- 47.5 Except where otherwise provided, the above requirements do not apply when clause 49 or 50 (Redundancy) apply.
19. Delete Table 2, of Part 12, Schedules, and insert in lieu thereof the following:

Table 2 - School based trainees and apprentices weekly rate of pay

School Based Trainees

School based trainees are entitled to payment in accordance with the rates of pay for Juniors and Trainees graded between "T1 at 15 years of age" and "T4 at 18 years of age or over or HSC" of Level 1 of Operational Band 1 of the Local Government (State) Award 2020 and its successors. The table below reflects the relevant rates of pay that are known at the time of this Award's creation.

Band/Level	FFPP on or after 1/7/2021 \$	FFPP on or after 1/7/2022 \$	FFPP on or after 1/7/2023 \$	FFPP on or after 1/7/2024 \$
S1 at 15 years of age	424.20	432.70		
S2 at 16 years of age or School Certificate	529.50	540.10		
S3 at 17 years of age	622.80	635.30		
S4 at 18 years of age or over or HSC	728.10	742.70		

20. This variation will take effect on and from 16 December 2022.

D SLOAN, Commissioner.

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CROWN EMPLOYEES (DEPARTMENT OF PLANNING AND ENVIRONMENT) WAGES STAFF AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Maritime, Mining and Energy Union (New South Wales Branch), Industrial Organisation of Employees.

(Case No. 198333 of 2022)

Before Chief Commissioner Constant

22 August 2022

VARIATION

1. Delete the title of the Award published 8 October 2021 (390 I.G. 605) and insert in lieu thereof the following:

CROWN EMPLOYEES (DEPARTMENT OF PLANNING AND ENVIRONMENT) WAGES STAFF AWARD 2021

2. Delete subclause 2.2 of clause 2, Definitions and insert in lieu thereof the following:
- 2.2 "Secretary" means the Secretary of the NSW Department of Planning and Environment.
3. Insert after subclause 2.8 of clause 2, Definitions, the following new subclause:
- 2.9 "Appropriate officer of the employer" means the applicable manager and/or supervisor employed at Heritage Stoneworks
4. Delete subclause 3.1 of clause 3, Parties, and insert in lieu thereof the following:
- 3.1 This Award has been made pursuant to Section 10 of the *Industrial Relations Act* 1996 by the following parties:

NSW Department of Planning and Environment.

Industrial Relations Secretary

Construction, Forestry, Mining and Energy Union

(Construction and General Division) NSW Divisional Branch

Plumbers Union NSW

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, New South Wales

5. Delete subclause 4.2 of clause 4, Incidence and Period of Operation, and insert in lieu thereof the following:
- 4.2 This award shall take effect on 1 July 2021 and remains in force until 30 June 2023 or until varied or rescinded.

6. Delete subclause 8.10 of clause 8, Allowances, and insert in lieu thereof the following:

8.10 Higher Duties Allowance

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift. If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. For the avoidance of doubt the Higher Duties Allowance is the payment of the applicable higher rate of the classification the Employee is undertaking.

If an employee is required to act as leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

8.11 Allowances Review

8.11.1 Increases in Expense Related Allowances payable under the Awards listed in clause 8 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

8.11.2 Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

8.11.3 Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

- 8.12 On an annual basis an appropriate officer of the employer and the employee, will meet to develop a training plan by agreement. The intention of the training plan is to provide the employee with the opportunity for skill acquisition and career development with reference to Award classifications and requirements.

7. Delete Part B, Rates & Allowances, and insert in lieu thereof the following:

PART B

RATES & ALLOWANCES

Rates

From the first full pay period on or after 1 July 2022, the rates of pay set out under the heading 2022/23 shall be payable. These rates represent a 2.53% wage increase from 1 July 2022.

Legend: pf = per fortnight, pw = per week, pd = per day, ph = per hour

Table 1 A - Wages Classification and Wage Schedules

Item	Award Code	Clause	Description	2021/22	2022/23
Percentage increase for wage and wage related allowances				2.04%	2.53%
1	1279	7.1	Level 1	2106.80 pf	2160.10 pf
2	1279	7.1	Level 2	2177.10 pf	2232.20 pf

3	1279	7.1	Level 3	97.50%	2236.60 pf	2293.20 pf
4	1279	7.1	Level 4	100%	2289.90 pf	2347.80 pf
5	1279	7.1	Level 5	105%	2419.10 pf	2480.30 pf
6	1279	7.1	Level 6	110%	2519.10 pf	2582.80 pf
7	1279	7.1	Level 7	115%	2633.70 pf	2700.30 pf
8	1279	7.1	Level 8	120%	2747.80 pf	2817.30 pf
9	1279	7.1	Level 9	126%	2885.70 pf	2958.70 pf
10	1279	7.1	Level 10 Step 1	133%	3036.60 pf	3113.40 pf
11	1279	7.1	Level 10 Step 2	135%	3101.70 pf	3180.20 pf
12	1279	7.1	Level 11 Step 1	139%	3192.50 pf	3273.30 pf
13	1279	7.1	Level 11 Step 2		3260.30 pf	3342.80 pf
14	1279	7.1	Level 11 Step 3	147%	3379.10 pf	3464.60 pf
15	1279	7.1	Level 12 Step 1	152%	3484.10 pf	3572.20 pf
16	1279	7.1	Level 12 Step 2	156%	3586.00 pf	3676.70 pf

Table 1B - Survey and Spatial Classification and Wage Schedules

Item	Award Code	Clause	Description	2020/21	2021/22
Percentage increase for wage and wage related allowances				2.04%	2.53 %
17	2,064.70 pf	7.1	Survey and Spatial Classification - Level 1	2,106.80 pf	2160.10 pf
18	2,133.60 pf	7.1	Survey and Spatial Classification - Level 2	2,177.10 pf	2232.20 pf
19	2,191.90 pf	7.1	Survey and Spatial Classification - Level 3	2,236.60 pf	2293.20 pf
20	2,244.10 pf	7.1	Survey and Spatial Classification - Level 4	2,289.90 pf	2347.80 pf

Table 1C - Apprentice Classification and Wage Schedules

Item	Award Code	Clause	Description	2021/22	2022/23
Percentage increase for wage and wage related allowances				2.04%	2.53%
Three Year Program					
21	1279	7.1	Apprentice 3 Year 1	1426.50 pf	1462.60 pf
22	1279	7.1	Apprentice 3 Year 2	1792.70 pf	1838.10 pf
23	1279	7.1	Apprentice 3 Year 3	2048.20 pf	2100.00 pf
Four Year Program					
24	1279	7.1	Apprentice 4 Year 1	1113.50 pf	1141.70 pf
25	1279	7.1	Apprentice 4 Year 2	1426.50 pf	1462.60 pf
26	1279	7.1	Apprentice 4 Year 3	1792.70 pf	1838.10 pf
27	1279	7.1	Apprentice 4 Year 4	2048.20 pf	2100.00 pf

Table 2A - Wage Related Allowances

Item	Award Code	2020/21	Description	2021/22	2022/23
Percentage increase for wage and wage related allowances				2.04%	2.53%
Special Allowances					
28	1279	7.4.1	All-purpose special allowance - Stonemason-carvers	153.30 pf	157.20 pf

29	1279	7.4.2	All-purpose special allowance - Electricians	153.30 pf	156.40 pf
30	1279	7.4.3	All-purpose special allowance - Plumbers	24.20 pf	24.80 pf
All Purpose Allowances					
31	1279	8.7.3.1	All-purpose allowance - General (Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer	64.20 pf	65.80 pf
32	1279	8.7.3.2	All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices	72.10 pf	73.90 pf
Other Allowances					
33	256		Electrician Licence	53.10 pw	54.40 pw
34	256		Plumber, Gasfitters, Drainers License	2.65 ph	2.72 ph
35	256		Registration allowance	1.05 pd	1.08 pd
36	256		First Aid allowance	3.72 pd	3.81pd
37	1279	8.8.1	Thermostatic mixing valves allowance	0.72 ph	0.74 ph
38	1279	8.9.1	Driving van allowance	2.96 pd	3.04 pd

Table 2B - Expense Related Allowances

Item	Award Code	Clause	Description	2021/22	2022/23
39	1279	8.6.1.1	Tool Allowance for: Carpenter/Joiner Stonemason-carver Stonemason Plumber Electrician Plasterer	67.70 pf	70.70 pf
40	1279	8.6.1.2	Tool Allowance for: Bricklayer	48.30 pf	50.40 pf
41	1279	8.6.1.3	Tool Allowance for: Slate & Tiler	35.20 pf	36.70 pf
42	1279	8.6.1.4	Tool Allowance for: Painter	16.40 pf	17.10 pf
43	1279	8.3.2	Private vehicle use	0.84 per km	0.88 per km
44	1279	8.3	Fares and Travelling Time	26.33 pd	27.49 pd
45			(fares)	15.85 pd	16.55 pd
46			(travelling time)	10.50 pd	10.96 pd
47	1279	8.4.7	Distance work - transporting tools	25.43 pd	26.55 pd
48	1279	8.4.8.1	Distance work - per day	78.80 pd	82.27 pd
49	1279	8.4.8.2	Distance work - per week	551.70 pw	576.00 pw
50	1279	8.5.1	Loss of tools	1962.70	2049.10

Method of Adjustment**Wages - fortnightly rates**

Fortnightly wage rates are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount.

Allowances

Wage related allowances (such as a first aid allowance) are increased by 2.53 per cent.

Fortnightly and weekly allowances are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount. Daily, hourly and per shift allowances are rounded to the nearest cent.

Expense related allowances (such as meal and travelling allowances) are in accordance with the Crown Employees (Skilled Trades) Award (Award code 256).

8. This variation will take effect from 4 July 2022 until 30 June 2023.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (POLICE OFFICERS - 2021) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(Case No. 262219 of 2022)

Before Chief Commissioner Constant

8 September 2022

VARIATION

- Delete Tables 1-4 of Part B, Monetary Rates, of the award published 3 December 2021 (391 I.G. 1) and insert in lieu thereof following:

Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	70,277	78,359
Constable Level 2	72,930	81,317
Constable Level 3	75,578	84,269
Constable Level 4	78,228	87,224
Constable Level 5	79,557	88,706
Senior Constable Level 1	87,519	97,584
Senior Constable Level 2 Step 1	88,838	99,054
Senior Constable Level 2 Step 2	88,838	99,054
Senior Constable Level 3 Step 1	92,819	103,493
Senior Constable Level 3 Step 2	92,819	103,493
Senior Constable Level 3 Step 3	92,819	103,493
Senior Constable Level 4 Step 1	98,124	109,408
Senior Constable Level 4 Step 2	98,124	109,408
Senior Constable Level 5 Step 1	100,773	112,362
Senior Constable Level 5 Step 2	100,773	112,362
Senior Constable Level 6	102,096	113,837
Leading Senior Constable Level 1 Step 1	105,346	117,461
Leading Senior Constable Level 1 Step 2	105,346	117,461
Leading Senior Constable Level 2	108,091	120,521
Sergeant 1st Year	103,428	115,322
Sergeant 2nd Year	103,428	115,322
Sergeant 3rd Year	108,728	121,232
Sergeant 4th Year	108,728	121,232
Sergeant 5th Year	112,704	125,665
Sergeant 6th Year	112,704	125,665
Sergeant 7th Year	118,013	131,584
Sergeant 8th Year	118,013	131,584
Sergeant 9th Year	119,335	133,059
Senior Sergeant 1st Year	118,013	131,584
Senior Sergeant 2nd Year	118,013	131,584

Senior Sergeant 3rd Year	119,335	133,059
Senior Sergeant 4th Year	121,984	136,012
Senior Sergeant 5th Year	125,865	140,339

From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	72,055	80,341.00
Constable Level 2	74,775	83,374.00
Constable Level 3	77,490	86,401.00
Constable Level 4	80,207	89,431.00
Constable Level 5	81,570	90,951.00
Senior Constable Level 1	89,733	100,052.00
Senior Constable Level 2 Step 1	91,085	101,560.00
Senior Constable Level 2 Step 2	91,085	101,560.00
Senior Constable Level 3 Step 1	95,167	106,111.00
Senior Constable Level 3 Step 2	95,167	106,111.00
Senior Constable Level 3 Step 3	95,167	106,111.00
Senior Constable Level 4 Step 1	100,606	112,176.00
Senior Constable Level 4 Step 2	100,606	112,176.00
Senior Constable Level 5 Step 1	103,323	115,205.00
Senior Constable Level 5 Step 2	103,323	115,205.00
Senior Constable Level 6	104,679	116,717.00
Leading Senior Constable Level 1 Step 1	108,012	120,433.00
Leading Senior Constable Level 1 Step 2	108,012	120,433.00
Leading Senior Constable Level 2	110,825	123,570.00
Sergeant 1st Year	106,045	118,240.00
Sergeant 2nd Year	106,045	118,240.00
Sergeant 3rd Year	111,479	124,299.00
Sergeant 4th Year	111,479	124,299.00
Sergeant 5th Year	115,556	128,845.00
Sergeant 6th Year	115,556	128,845.00
Sergeant 7th Year	120,999	134,914.00
Sergeant 8th Year	120,999	134,914.00
Sergeant 9th Year	122,355	136,426.00
Senior Sergeant 1st Year	120,999	134,914.00
Senior Sergeant 2nd Year	120,999	134,914.00
Senior Sergeant 3rd Year	122,355	136,426.00
Senior Sergeant 4th Year	125,070	139,453.00
Senior Sergeant 5th Year	129,050	143,891.00

Table 2 - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$

Detective 1st Year	78,228	82,982.00	94,057
Detective 2nd Year	79,557	84,311.00	95,539
Detective 3rd Year	87,519	92,273.00	104,417
Detective 4th Year	88,838	93,592.00	105,887
Detective 5th Year	92,819	97,573.00	110,326
Detective 6th Year	98,124	102,878.00	116,241
Detective 7th Year	100,773	105,527.00	119,195
Detective 8th Year	102,096	106,850.00	120,670
Detective 9th Year	105,346	110,100.00	124,294
Detective 10th Year	108,091	112,845.00	127,354
Detective Sergeant 1st Year	103,428	108,182.00	122,155
Detective Sergeant 2nd Year	103,428	108,182.00	122,155
Detective Sergeant 3rd Year	108,728	113,482.00	128,065
Detective Sergeant 4th Year	112,704	117,458.00	132,498
Detective Sergeant 5th Year	118,013	122,767.00	138,417
Detective Sergeant 6th Year	119,335	124,089.00	139,892
Detective Senior Sergeant 1st Year	118,013	122,767.00	138,417
Detective Senior Sergeant 2nd Year	119,335	124,089.00	139,892
Detective Senior Sergeant 3rd Year	121,984	126,738.00	142,845
Detective Senior Sergeant 4th Year	125,865	130,619.00	147,172

From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	80,207	85,081	96,437
Detective 2nd Year	81,570	86,444	97,957
Detective 3rd Year	89,733	94,607	107,058
Detective 4th Year	91,085	95,959	108,566
Detective 5th Year	95,167	100,041	113,117
Detective 6th Year	100,606	105,480	119,182
Detective 7th Year	103,323	108,197	122,211
Detective 8th Year	104,679	109,553	123,723
Detective 9th Year	108,012	112,886	127,439
Detective 10th Year	110,825	115,699	130,576
Detective Sergeant 1st Year	106,045	110,919	125,246
Detective Sergeant 2nd Year	106,045	110,919	125,246
Detective Sergeant 3rd Year	111,479	116,353	131,305
Detective Sergeant 4th Year	115,556	120,430	135,851
Detective Sergeant 5th Year	120,999	125,873	141,920
Detective Sergeant 6th Year	122,355	127,229	143,432
Detective Senior Sergeant 1st Year	120,999	125,873	141,920
Detective Senior Sergeant 2nd Year	122,355	127,229	143,432
Detective Senior Sergeant 3rd Year	125,070	129,944	146,459
Detective Senior Sergeant 4th Year	129,050	133,924	150,897

Table 3 - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2022- 2.53%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	78,228	87,031	97,738
Prosecutor 2nd Year	79,557	88,360	99,220
Prosecutor 3rd Year	87,519	96,322	108,098
Prosecutor 4th Year	88,838	97,641	109,568
Prosecutor 5th Year	92,819	101,622	114,007
Prosecutor 6th Year	98,124	106,927	119,922
Prosecutor 7th Year	100,773	109,576	122,876
Prosecutor 8th Year	102,096	110,899	124,351
Prosecutor 9th Year	105,346	114,149	127,975
Prosecutor 10th Year	108,091	116,894	131,035
Prosecutor Sergeant 1st Year	103,428	112,231	125,836
Prosecutor Sergeant 2nd Year	103,428	112,231	125,836
Prosecutor Sergeant 3rd Year	108,728	117,531	131,746
Prosecutor Sergeant 4th Year	112,704	121,507	136,179
Prosecutor Sergeant 5th Year	118,013	126,816	142,098
Prosecutor Sergeant 6th Year	119,335	128,138	143,573
Prosecutor Senior Sergeant 1st Year	118,013	126,816	142,098
Prosecutor Senior Sergeant 2nd Year	119,335	128,138	143,573
Prosecutor Senior Sergeant 3rd Year	121,984	130,787	146,526
Prosecutor Senior Sergeant 4th Year	125,865	134,668	150,853

From the beginning of the first full pay period to commence on or after 1 July 2023- 2.53%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	80,207	89,232	100,210
Prosecutor 2nd Year	81,570	90,595	101,730
Prosecutor 3rd Year	89,733	98,758	110,831
Prosecutor 4th Year	91,085	100,110	112,339
Prosecutor 5th Year	95,167	104,192	116,890
Prosecutor 6th Year	100,606	109,631	122,955
Prosecutor 7th Year	103,323	112,348	125,984
Prosecutor 8th Year	104,679	113,704	127,496
Prosecutor 9th Year	108,012	117,037	131,212
Prosecutor 10th Year	110,825	119,850	134,349
Prosecutor Sergeant 1st Year	106,045	115,070	129,019
Prosecutor Sergeant 2nd Year	106,045	115,070	129,019
Prosecutor Sergeant 3rd Year	111,479	120,504	135,078

Prosecutor Sergeant 4th Year	115,556	124,581	139,624
Prosecutor Sergeant 5th Year	120,999	130,024	145,693
Prosecutor Sergeant 6th Year	122,355	131,380	147,205
Prosecutor Senior Sergeant 1st Year	120,728	129,753	145,391
Prosecutor Senior Sergeant 2nd Year	122,080	131,105	146,898
Prosecutor Senior Sergeant 3rd Year	124,790	133,815	149,920
Prosecutor Senior Sergeant 4th Year	128,760	137,785	154,346

Table 4 - Commissioner Officer's Salaries:

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	147,453
Inspector 2nd Year	154,953
Inspector 3rd Year	165,261
Inspector 4th Year	170,640
Inspector 5th Year	173,227
Inspector 6th Year	177,256
Inspector 7th Year	183,968
Inspector 8th Year	186,662
Superintendent 1st Year	200,866
Superintendent 2nd Year	208,257
Superintendent 3rd Year	210,943
Superintendent 4th Year	213,630
Superintendent 5th Year	216,766
Superintendent 6th Year	220,349
Superintendent 7th Year	223,038
Superintendent 8th Year	229,202

From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	151,183
Inspector 2nd Year	158,874
Inspector 3rd Year	169,442
Inspector 4th Year	174,957
Inspector 5th Year	177,610
Inspector 6th Year	181,741
Inspector 7th Year	188,622
Inspector 8th Year	191,385
Superintendent 1st Year	205,948
Superintendent 2nd Year	213,526
Superintendent 3rd Year	216,280
Superintendent 4th Year	219,035
Superintendent 5th Year	222,250
Superintendent 6th Year	225,924
Superintendent 7th Year	228,681
Superintendent 8th Year	235,001

2. Delete Tables 7 - 10, of Part B, Monetary Rates, and insert in lieu the following:

Table 7 - Detectives' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%	2,028
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	2,079
From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%	2,132

Table 8 - Prosecutors' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%	1,668
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	1,711
From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%	1,754

Table 9 - Special Duties Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%

	Per Annum \$
Grade 1 Six months following permanent appointment	1,356
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,031 2,370 2,705
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,389 4,064 4,754
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,754 7,110 8,803

From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%

	Per Annum \$
Grade 1 Six months following permanent appointment	1,391
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,083 2,430 2,773
Grade 3 Six months following permanent appointment 3 years after permanent appointment	3,475 4,167

5 years after permanent appointment	4,874
Grade 4	
Six months following permanent appointment	5,899
3 years after permanent appointment	7,290
5 years after permanent appointment	9,025

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 October 2021 - 2.04%	19,192
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	19,678
From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%	20,176

3. Delete Table 12 - On-Call Allowances (Non-Commissioned Officers), of Part B, Monetary Rates, and insert in lieu the following:

Table 12 - On-Call Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than for each such period the rate is;	22.44
24 hours, Where the period advised to be on call is 24 hours, for each such period the rate is;	33.62
Vehicle Care as defined in 48.2	11.18

From the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%

	\$
Where the period advised to be on call is between 2 ordinary shifts or less than for each such period the rate is;	23.01
24 hours, Where the period advised to be on call is 24 hours, for each such period the rate is;	34.47
Vehicle Care as defined in 48.2	11.46

4. Delete Table 17 - Tactical Operations Unit Allowance, of Part B, Monetary Rates, and insert in lieu the following:

Table 17 - Tactical Operations Unit Allowance**Level 1 - Certified Level 1 TOU Operative**

Per Annum
\$

On the attainment of Module 1 from the beginning of the first full pay period on or after 1 October 2021 - 2.04%	6,545
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	6,711
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%	6,881

Level 2 - Certified Level 2 TOU Operative

Per Annum
\$

On the attainment of Module 2 from the beginning of the first full pay period on or after 1 October 2021 - 2.04%	13,090
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commence on or after 1 July 2022 - 2.53%	13,422
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2023 - 2.53%	13,761

Level 3 - Certified Level 3 TOU Operative/Experienced Operative

Note: The Level 3 allowance is payable upon Completion of module 3 training, or upon 3 years service (refer definition of service in subclause 64.12) in the Tactical Operations Unit having completed module 2, whichever occurs first. If module 3 training has not been completed at the time that payment of the allowance commences, the module 3 training must be completed within 2 years of the allowance commencing to continue to receive payment of the allowance. Should module 3 training not be completed within the 2 year period, and the organisation has made training for the module available, payment of the module 3 allowance will cease and the Officer will revert to receiving a Level 2 allowance.

	Per Annum \$
From the beginning of the first full pay period on or after 1 October 2021 - 2.04%	16,362
From the beginning of the first full pay period to commence on or after 1 July 2022 - 2.53%	16,776
From the beginning of the first full pay period to commence on or after 1 July 2023- 2.53%	17,200

5. This variation will take effect on and from 1 July 2022.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES (TRAFFIC SIGNALS STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 194666 of 2022)

Before Commissioner

30 August 2022

VARIATION

1. Delete Clause 2, Arrangement, of the award published 20 March 2020 (387 I.G. 271), and insert in lieu thereof the following:

2. Arrangement

Clause No.	Subject Matter
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PART A

SECTION ONE - APPLICATION AND OPERATION

1. Title
2. Arrangement
3. Definitions
4. Purpose of this Award
5. Area, Incidence and Duration
6. No Extra Claims
7. Grievance Resolution
8. Dispute Settlement Procedure
9. Consultation
10. Anti-Discrimination

SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS

11. Employment Categories

SECTION THREE - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

12. Working Hours
13. Shift Work
14. Overtime

SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS

15. Compensatory Travel Leave and Payments
16. Salaries
17. Minimum and Maximum Payments
18. Incremental Progression
19. Higher Duties Relief
20. Salary and Grade Appeals
21. Allowances and Expenses
22. Provision of Tools

SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

- 23. Public Holidays
- 24. Recreation Leave
- 25. Long Service Leave
- 26. Sick Leave
- 27. Family and Community Service Leave
- 28. Parental Leave
- 29. Domestic and Family Violence
- 30. Study and Examination Leave
- 31. Military Leave
- 32. Special Leave
- 33. Leave Without Pay

SECTION SIX - OTHER CONDITIONS

- 34. Deduction of Union Membership Fees
- 35. Contracting Out
- 36. Local Arrangements

PART B

Table 1 - Salaries

Table 2 - Allowances and Expenses

APPENDIX A - Workplace Reform

APPENDIX B - Glossary of Terms

APPENDIX C - Grievance Management Procedure

- 2. Delete subclause 5.4 of clause 5, No Extra Claims, and insert in lieu thereof the following:
- 5.4 Salary and allowance adjustments provided for in this Award are as follows:
 - (a) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2019;
 - (b) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2020;
 - (c) salaries will increase by 2.04% from the first pay period commencing on or after 1 July 2021;
 - (d) salaries will increase by 2.53% from the first pay period commencing on or after 1 July 2022;
 - (e) allowance items in part B table 2 will be increased in accordance with variations made via Treasury Circulars and Schedule B amended as required.
- 3. Delete subclause 6.1 of clause 6, No Extra Claims, and insert in lieu thereof the following:
- 6.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.
- 4. Delete Clause 12, Working Hours, and insert in lieu thereof:

12. Working Hours

- 12.1 A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:

- (a) a 20 day, 4 week cycle, with 19 working days of 8 hours each, and 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO"); or
 - (b) a 10 day, 2 week cycle with 9 working days of 8 hours 27 minutes each, and 0.89 hours per day accrues as an entitlement to take two days off per four weeks as a Paid Accrued Day Off (ADO) which must be taken to accommodate operational requirements.
- 12.2 A 4 day week may be implemented as an alternative to the work cycles in 12.1, if approved by management, subject to operational requirements, and if endorsed by the relevant local consultative group prior to implementation. The work cycle may be arranged as equal days of 9 hours 30 minutes each or another pattern that averages 38 hours worked per week, and will enable an entitlement to take four days off per four weeks as a Paid Accrued Day Off (ADO) which must be taken to accommodate operational requirements.
- 12.3 These hours to be worked Monday to Friday inclusive with working hours each day between 6.00am and 5.30pm.
- 12.4 The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- 12.5 Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.
- 12.6 Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- 12.7 By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- 12.8 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- 12.9 Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- 12.10 Staff who have either:
 - (a) not worked a complete four-week cycle, or
 - (b) are regarded as not having worked a complete four-week cycle according to 12.1 abovereceive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- 12.11 Staff may be required to work on their ADO for the following reasons:
 - (a) to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
 - (b) because of unforeseen delays to a particular project (or part)
 - (c) emergency or other unforeseen circumstances on a project.
- 12.12 Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:
 - (a) given at least five (5) working days notice of the change
 - (b) not paid penalty payments

- (c) permitted to take an alternate day off in the work cycle
- 12.13 Staff required to work on their ADO without the notice period outlined in subclause 12.11 and who are not provided with an alternate day off will be paid at Saturday overtime rates.
- 12.14 Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- 12.15 The conditions in 12.4 - 12.12 above also apply to continuous shift workers.
- 12.16 Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.
- 12.17 Changes to work cycles
 - (a) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal working week as set out in subclause 12.1 or return to the normal working week set out in subclause 12.1, RMS will engage in a consultation process in accordance with clause 8 (Dispute Settlement Procedure).
 - (b) In addition to any obligation on the parties to consult as set out in clause 8 (Dispute Settlement Procedure), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
 - (c) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 8.1 (Dispute Settlement).
 - (d) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial Relations Commission. For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.
 - (e) Subclause 12.17 will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.
- 5. Insert after subclause 24.6 of clause 24, Annual Leave, the following new subclause:
 - 24.7 Employees entitled to accrue up to five days additional annual leave per annum in accordance with subclause 24.4 can cash out the monetary value of the additional leave once in any twelve month period.
- 6. Delete clause 28. Maternity Leave, and insert in lieu thereof the following:

28. Parental Leave

28.1 Definitions

For the purpose of this clause:

- (a) "Partner" includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who is the Employee's husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.
- (b) "Primary Responsibility" means the person who meets the child's physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.

- (c) "Miscarriage" means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
- (d) "Pre-term birth" means the birth of a live child prior to 36 weeks gestation.
- (e) "Full-term birth" means the birth of a live child at 37 weeks onwards.

28.2 Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

28.3 Paid Parental Leave

- (a) An Employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the Employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- (b) Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant Employees may commence leave up to 9 weeks prior to the date of birth.
- (c) Paid parental leave may be taken at full pay, half pay or as a lump sum.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.

28.4 Paid Other Parent Leave

An Employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the Employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- (a) Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the Employee's Partner); and
- (b) Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the Employee's Partner is not concurrently taking Primary Responsibility for the care of the child.
- (c) Paid other parent leave may be taken at full pay, half pay or as a lump sum

28.5 Simultaneous Unpaid Parental Leave

An unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

28.6 Special Pre-Term Parental Leave

- (a) Where an Employee or the Partner of an Employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.
- (b) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

28.7 Miscarriage Leave

- (a) Where an Employee or the Partner of an Employee miscarries, an Employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- (b) Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block

28.8 Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against, extended leave, flex leave or family and community service leave

28.9 Subsequent Parental Leave - rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of maternity, adoption or altruistic surrogacy leave will be paid:

- (a) at the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

28.10 Alternate Duties

- (a) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

28.11 Communication during Parental Leave

- (a) Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:

- (b) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (c) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing parental leave
- (d) Employees must take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (e) Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause

28.12 Right to Request

- (a) An Employee who has taken parental leave in accordance with this clause may make a request to the Employer to:
 - (i) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

- (b) The Employer shall consider all requests made under this clause having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

28.13 Return to Work

- (a) An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.

28.14 Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

- 7. Delete clause 29. Adoption Leave, and insert in lieu thereof the following:

29. Domestic and Family Violence

29.1 General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

29.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:
 - (i) physical and sexual violence
 - (ii) verbal abuse and threats
 - (iii) emotional and psychological abuse
 - (iv) financial abuse
 - (v) social isolation
 - (vi) stalking
 - (vii) intimidation
 - (viii) technology facilitated abuse
 - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

29.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
 - (i) subject to subclause (ii) respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 2.5 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - (iv) recognise the Employee's right to confidentiality, as outlined in clause 2.6, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;

- (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
 - (i) support Employees to access evidence-based behaviour change supports
 - (ii) approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (c) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

29.4 Leave

- (a) An Employee experiencing domestic or family violence will have access to 10 days paid Special Leave for domestic and family violence per calendar year to support the establishment of their safety and recovery [subject to further consideration by Government]. Temporary and part time employees are entitled to leave under this clause on a pro rata basis.
- (b) This leave will assist Employees to:
 - (i) attending medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organising alternative care or education arrangements for their children,
 - (iii) attending court and other legal proceedings relating to their experience of domestic and family violence
 - (iv) allow time for the employee to seek alternate or safe accommodation, and
 - (v) other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (c) This leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days. Given the emergency context in which this leave may need to be accessed, employees may seek approval and provide evidence in accordance with clause 2.7.

29.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
 - (i) changes to their span or pattern of hours and / or shift patterns;
 - (ii) job redesign or changes to duties;

- (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (vi) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause 29.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

29.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
- (i) adopt a ‘needs to know’ approach to any communications regarding the Employee’s experience;
 - (ii) not store or include any information about the following matters on the Employee’s personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. special leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause 29.5 or otherwise).
- (c) Any information regarding an Employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 29.4, 29.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employer recognises that the Employer’s commitment to, and obligations regarding, confidentiality are subject to:
- (i) any steps that the Employer must to take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.
- (e) Where the Employer does need to disclose confidential information for the reasons outlined in subclause
- (d) the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the employee to take practical steps to minimise an associated safety risks.

29.7 When approving leave the Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:

- (a) an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
 - (b) a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
 - (c) a medical certificate.
8. Delete clause 30, Parental Leave and renumber existing clauses accordingly.
9. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salary Increases

Classification		Current annual salary	Rates inclusive of 2.53% ffppoa 1/7/2022
		(\$) pa	(\$) pa
Grade 4	Year 1	73,669	75,533
	Year 2	76,559	78,496
	Year 3	79,567	81,580
Grade 5	Year 1	82,304	84,386
	Year 2	84,960	87,109
	Year 3	86,494	88,682
Grade 6	Year 1	88,393	90,629
	Year 2	91,074	93,378
	Year 3	94,057	96,437
Grade 7	Year 1	96,231	98,666
	Year 2	99,721	102,244
	Year 3	101,657	104,229
Grade 8	Year 1	105,590	108,261
	Year 2	109,872	112,652
	Year 3	113,305	116,172

Table 2 - Allowances and Expenses

* To be updated in accordance with the NSW Treasury Circulars

Clause	Description	Current Rates	From the first full pay period on or after 1 July 2022 Amount \$
21.1	Meal on journeys that do not require Overnight accommodation		
(a) & (c)	Meal allowance	35.25	35.25*
21.2 (a)	Meals on overtime		
	Meal allowance	31.95	31.95*

21.5 (a)(ii)	Lodging and travelling allowances		
	Breakfast	25.75	25.75*
	Lunch	29.35	29.35*
	Evening meal	50.65	50.65*
	Incidentals	20.40	20.40*

10. This variation will take effect on and from 1 July 2022.

D. O'SULLIVAN *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. 207484 of 2022)

Before Commissioner Sloan

2 September 2022

VARIATION

1. Delete subclause A.1 of Schedule A - Transitional Rates of Remuneration, and insert in lieu thereof the following:

A.1 Hourly and kilometre rates

A.1.1 Where the Commonwealth Government's fuel tax credit subsidy is applicable

From the first full pay period commencing on or after 3 October 2022:

	Vehicle Age							
	< 1 year Old		1 - 3 Years		3 - 6 Years		6 Years +	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)
Over 3 to 5 Tonnes	\$48.51	\$0.3232	\$47.45	\$0.3303	\$45.92	\$0.3290	\$42.92	\$0.3850
Over 5 to 8 Tonnes	\$55.63	\$0.3898	\$54.06	\$0.3905	\$51.88	\$0.3887	\$47.53	\$0.4527
Over 8 to 10 Tonnes	\$63.09	\$0.5045	\$60.97	\$0.5064	\$59.43	\$0.5046	\$52.17	\$0.5620
Over 10 to 12 Tonnes	\$68.29	\$0.6009	\$64.74	\$0.5983	\$62.40	\$0.5962	\$58.40	\$0.6581
Over 12 to 14 Tonnes	\$73.59	\$0.6551	\$68.38	\$0.6550	\$65.01	\$0.6525	\$60.42	\$0.7099
Over 14 Tonnes +	\$79.08	\$0.7905	\$73.06	\$0.7874	\$68.98	\$0.7847	\$62.26	\$0.8457
Single Axle Prime Mover	\$73.50	\$0.7382	\$69.74	\$0.7397	\$67.31	\$0.7363	\$57.13	\$0.7782
Bogie Axle Prime Mover	\$85.18	\$0.8826	\$78.96	\$0.8824	\$74.72	\$0.8789	\$63.68	\$0.9228

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

	Vehicle Age							
	< 1 year Old		1 - 3 Years		3 - 6 Years		6 Years +	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)
Over 3 to 5 Tonnes	44.73	\$0.3232	43.75	\$0.3303	42.36	\$0.3290	39.71	\$0.3850
Over 5 to 8 Tonnes	51.08	\$0.3898	49.67	\$0.3905	47.67	\$0.3887	43.81	\$0.4527

Over 8 to 10 Tonnes	57.79	\$0.5045	55.91	\$0.5064	54.49	\$0.5046	48.06	\$0.5620
Over 10 to 12 Tonnes	62.52	\$0.6009	59.35	\$0.5983	57.15	\$0.5962	53.62	\$0.6581
Over 12 to 14 Tonnes	67.36	\$0.6551	62.70	\$0.6550	59.55	\$0.6525	55.48	\$0.7099
Over 14 Tonnes +	72.29	\$0.7905	66.93	\$0.7874	63.10	\$0.7847	57.16	\$0.8457
Single Axle Prime Mover	67.21	\$0.7382	63.87	\$0.7397	61.63	\$0.7363	52.62	\$0.7782
Bogie Axle Prime Mover	77.79	\$0.8826	72.27	\$0.8824	68.33	\$0.8789	58.56	\$0.9228

From the first full pay period commencing on or after 1 December 2020:

	Vehicle Age							
	< 1 year Old		1 - 3 Years		3 - 6 Years		6 Years +	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)	Hourly Standing Rate	Running Rate (per km)
Over 3 to 5 Tonnes	43.60	0.3647	41.64	0.3789	38.86	0.3763	36.87	0.4183
Over 5 to 8 Tonnes	50.19	0.4617	47.36	0.4629	43.35	0.4594	40.46	0.5074
Over 8 to 10 Tonnes	57.21	0.5868	53.45	0.5906	50.61	0.5871	45.79	0.6301
Over 10 to 12 Tonnes	65.43	0.7423	59.09	0.7371	54.70	0.7331	52.04	0.7795
Over 12 to 14 Tonnes	74.56	0.8584	65.24	0.8582	58.93	0.8532	55.89	0.8962
Over 14 Tonnes +	81.00	1.0301	70.28	1.0239	62.63	1.0184	58.18	1.0642
Single Axle Prime Mover	69.82	0.9549	63.14	0.9579	58.65	0.9510	51.89	0.9824
Bogie Axle Prime Mover	85.86	1.1233	74.82	1.1227	66.94	1.1159	59.61	1.1487

A.1.2 Where the Commonwealth Government's fuel tax credit subsidy does not apply

From the first full pay period commencing on or after 3 October 2022:

	Vehicle Age							
	< 1 year Old		1 - 3 Years		3 - 6 Years		6 Years +	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)
Over 3 to 5 Tonnes	\$48.51	33.6121	\$47.44	33.6302	\$45.92	33.4935	\$42.92	39.0927
Over 5 to 8 Tonnes	\$55.63	39.7014	\$54.07	39.8031	\$51.88	38.8656	\$47.53	45.2682
Over 8 to 10 Tonnes	\$63.09	51.2170	\$61.00	51.5198	\$59.43	50.4862	\$52.17	56.2291
Over 10 to 12 Tonnes	\$68.29	61.3504	\$64.79	60.8752	\$62.40	59.7265	\$58.40	65.9176
Over 12 to 14 Tonnes	\$73.59	67.0164	\$68.44	67.0662	\$65.01	65.2588	\$60.42	71.0017
Over 14 Tonnes +	\$79.08	80.9924	\$73.15	80.4999	\$68.98	78.5353	\$62.26	84.6334

Single Axle Prime Mover	\$73.50	75.5235	\$69.80	75.7529	\$67.31	73.6308	\$57.13	77.8178
Bogie Axle Prime Mover	\$85.18	90.2042	\$79.06	90.1630	\$74.72	87.9397	\$63.68	92.3226

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

	Vehicle Age							
	< 1 year Old		1 - 3 Years		3 - 6 Years		6 Years +	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)
Over 3 to 5 Tonnes	44.73	33.6121	43.74	33.6302	42.36	33.4935	39.71	39.0927
Over 5 to 8 Tonnes	51.08	39.7014	49.65	39.8031	47.67	38.8656	43.81	45.2682
Over 8 to 10 Tonnes	57.79	51.2170	55.88	51.5198	54.49	50.4862	48.06	56.2291
Over 10 to 12 Tonnes	62.52	61.3504	59.31	60.8752	57.15	59.7265	53.62	65.9176
Over 12 to 14 Tonnes	67.36	67.0164	62.65	67.0662	59.55	65.2588	55.48	71.0017
Over 14 Tonnes +	72.29	80.9924	66.86	80.4999	63.10	78.5353	57.16	84.6334
Single Axle Prime Mover	67.21	75.5235	63.83	75.7529	61.63	73.6308	52.62	77.8178
Bogie Axle Prime Mover	77.79	90.2042	72.20	90.1630	68.33	87.9397	58.56	92.3226

From the first full pay period commencing on or after 1 December 2020:

	Vehicle Age							
	< 1 year Old		1 - 3 Years		3 - 6 Years		6 Years +	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)	Hourly Standing Rate	Running Rate (cents per km)
Over 3 to 5 Tonnes	\$43.60	39.0524	\$41.62	39.0886	\$38.86	38.8153	\$36.87	43.0146
Over 5 to 8 Tonnes	\$50.19	47.6032	\$47.32	47.8067	\$43.35	45.9315	\$40.46	50.7335
Over 8 to 10 Tonnes	\$57.21	60.2253	\$53.39	60.8310	\$50.61	58.7637	\$45.79	63.0708
Over 10 to 12 Tonnes	\$65.43	76.7610	\$59.02	75.8107	\$54.70	73.5132	\$52.04	78.1566
Over 12 to 14 Tonnes	\$74.56	88.8542	\$65.13	88.9539	\$58.93	85.3390	\$55.89	89.6462
Over 14 Tonnes +	\$81.00	106.8934	\$70.15	105.9085	\$62.63	101.9793	\$58.18	106.5529
Single Axle Prime Mover	\$69.82	98.8925	\$63.05	99.3512	\$58.65	95.1070	\$51.89	98.2473
Bogie Axle Prime Mover	\$85.86	116.2076	\$74.68	116.1251	\$66.94	111.6785	\$59.61	114.9657

2. Delete the tables in subclause B.1 of Schedule B - New Rates of Remuneration, and insert in lieu thereof the following:

From the first full pay period commencing on or after 3 October 2022:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule E (\$/km)	Per km fuel component of running rate for the purposes of Schedule E (\$/km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$49.73	\$0.28	\$0.11	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$56.61	\$0.32	\$0.12	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$63.72	\$0.42	\$0.14	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$65.11	\$0.46	\$0.18	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$65.72	\$0.45	\$0.17	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$69.55	\$0.55	\$0.19	\$0.36
Single Axle Prime Mover	\$70.65	\$0.52	\$0.14	\$0.38
Bogie Axle Prime Mover	\$76.34	\$0.64	\$0.18	\$0.46

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour	Running Rate (per km)	Per km excluding fuel component running rate for the purposes of Schedule E	Per km fuel component of running rate for the purposes of Schedule E
Rigid-carrying capacity over 3 and including 5 tonnes	\$45.86	\$0.28	\$0.11	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$51.98	\$0.32	\$0.12	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$58.37	\$0.42	\$0.14	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$59.61	\$0.46	\$0.18	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$60.16	\$0.45	\$0.17	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$63.57	\$0.55	\$0.19	\$0.36
Single Axle Prime Mover	\$64.61	\$0.52	\$0.14	\$0.38
Bogie Axle Prime Mover	\$69.72	\$0.64	\$0.18	\$0.46

3. Delete the tables in subclause B.2 of Schedule B - New Rates of Remuneration, and insert in lieu thereof the following:

From the first full pay period commencing on or after 3 October 2022:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule E (\$/km)	Per km fuel component of running rate for the purposes of Schedule E (\$/km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$45.99	\$0.35	\$0.18	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$51.16	\$0.40	\$0.20	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$54.63	\$0.49	\$0.21	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$60.12	\$0.54	\$0.25	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$59.98	\$0.52	\$0.24	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$61.15	\$0.63	\$0.27	\$0.36
Single Axle Prime Mover	\$57.92	\$0.57	\$0.21	\$0.36
Bogie Axle Prime Mover	\$62.54	\$0.70	\$0.26	\$0.44

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour	Running Rate (per km)	Per km excluding fuel component running rate for the purposes of Schedule E	Per km fuel component of running rate for the purposes of Schedule E
Rigid-carrying capacity over 3 and including 5 tonnes	\$42.55	\$0.35	\$0.18	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$47.16	\$0.40	\$0.20	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$50.33	\$0.49	\$0.21	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$55.19	\$0.54	\$0.25	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$55.08	\$0.52	\$0.24	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$56.15	\$0.63	\$0.27	\$0.36
Single Axle Prime Mover	\$53.35	\$0.57	\$0.21	\$0.36
Bogie Axle Prime Mover	\$57.51	\$0.70	\$0.26	\$0.44

4. Delete the tables in subclause B.4 of Schedule B - New Rates of Remuneration, and insert in lieu thereof the following:

From the first full pay period commencing on or after 3 October 2022:

Trailer Type	Per Hour	Per kilometre
Semi-trailer	\$8.46	\$0.1605
B-Double lead trailer	\$7.72	\$0.1605

Refrigerated trailer	\$13.03	\$0.1605
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From the first full pay period commencing on or after 1 March 2020:

Trailer Type	Per Hour	Per kilometre
Semi-trailer	\$7.60	\$0.1490
B-Double lead trailer	\$6.90	\$0.1490
Refrigerated trailer	\$11.58	\$0.1490

5. Delete subclause B.5 of Schedule B - New Rates of Remuneration, and insert in lieu thereof the following:

B.5 NHVR Training and Accreditation**B.5.1 NHVR Training and Accreditation System Set Up****B.5.2 The lump sum allowance referred to in clause 22.2 is:**

- (a) from the first full pay period commencing on or after 15 August 2022: \$7,462.65; and
- (b) from the first full pay period commencing on or after 1 March 2020: \$6,847.04.

B.5.3 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 3 October 2022:**

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

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour
Bogie Axle Prime Mover	\$0.41
Single Axle Prime Mover	\$0.41
Rigid-carrying capacity over 14 tonnes or more	\$0.41
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.41
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.41
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.41
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.41
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.41

6. Delete the tables in subclause B.6 of Schedule B - New Rates of Remuneration, and insert in lieu thereof the following:

From the first full pay period commencing on or after 3 October 2022:

Class of Vehicle	Per hour
Bogie Axle Prime Mover	\$0.05
Single Axle Prime Mover	\$0.04

Rigid-carrying capacity over 14 tonnes or more	\$0.04
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.04
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.04
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.04
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.04
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.04
Rigid-carrying capacity less than 3 tonnes	

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour
Bogie Axle Prime Mover	\$0.04
Single Axle Prime Mover	\$0.04
Rigid-carrying capacity over 14 tonnes or more	\$0.04
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.04
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.04
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.04
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.04
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.04
Rigid-carrying capacity less than 3 tonnes	

7. Delete the tables in subclause B.7 of Schedule B - New Rates of Remuneration, and insert in lieu thereof the following:

From the first full pay period commencing on or after 3 October 2022:

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 3 and including 5 tonnes	\$0.31
Rigid-carrying capacity less than 3 tonnes	

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Per hour
Bogie Axle Prime Mover	\$0.28
Single Axle Prime Mover	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.28
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.28
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.28
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.28
Rigid-carrying capacity less than 3 tonnes	

8. Delete subclause B.8 of Schedule B - New Rates of Remuneration, and insert in lieu thereof the following:

B.8 Additional amounts

B.8.1 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 commencing on or after 3 October 2022: \$4.68; and
- (b) from the first full pay period commencing on or after 1 March 2020: \$4.30.

B.8.2 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 3 October 2022: \$3.51; and
- (b) from the first full pay period commencing on or after 1 March 2020: \$3.22;

B.8.3 Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or sideloading 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 3 October 2022:

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

From the first full pay period commencing on or after 1 March 2020:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	\$5.14
Rear-Lift Platform up to and including 6,000 lbs capacity	\$7.06
Side loading device	\$22.69

9. Delete the tables in subclause 2 of Schedule C – Waterfront and Container Depots, and insert in lieu thereof the following:

From the first full pay period commencing on or after 3 October 2022:

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	\$60.03	\$60.04
Not less than 10 and not greater than 12 tonnes	\$67.61	\$67.62
Not less than 12 and not greater than 14 tonnes	\$70.35	\$70.35
Not less than 14 tonnes	\$74.09	\$74.10

Single Axle Prime Mover	\$68.02	\$68.02
Bogie Axle Prime Mover	\$76.59	\$76.60

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	\$53.29	\$53.30
Not less than 10 and not greater than 12 tonnes	\$63.08	\$63.12
Not less than 12 and not greater than 14 tonnes	\$71.44	\$71.44
Not less than 14 tonnes	\$77.14	\$77.17
Single Axle Prime Mover	\$67.77	\$67.77
Bogie Axle Prime Mover	\$79.90	\$79.91

10. Delete the tables in subclause 3, Trailer Allowance, of Schedule B - New Rates of Remuneration, and insert in lieu thereof the following:

From the first full pay period commencing on or after 3 October 2022:

40 ft Skel trailer	\$58.27 per day	\$56.84 per day
40 ft General Purpose trailer	\$58.27 per day	\$56.84 per day
Dog or Pig trailer	\$43.62 per day	\$42.54 per day
Pup trailer	\$29.13 per day	\$28.42 per day
20 ft Skel trailer	\$52.44 per day	\$51.17 per day

From the first full pay period commencing on or after 1 March 2020:

40 ft Skel trailer	\$55.34 per day	\$53.98 per day
40 ft General Purpose trailer	\$55.34 per day	\$53.98 per day
Dog or Pig trailer	\$41.42 per day	\$40.40 per day
Pup trailer	\$27.66 per day	\$26.99 per day
20 ft Skel trailer	\$49.80 per day	\$48.59 per day

11. Delete the tables in subclause 4, Towing Rates of Schedule C - Waterfront and Container Depots, and insert in lieu thereof the following:

From the first full pay period commencing on or after 3 October 2022:

40 ft trailer	\$3.05 per hour	\$2.97 per hour
Dog/Pig trailer	\$5.97 per hour	\$5.82 per hour
Pup trailer	\$4.40 per hour	\$4.29 per hour

From the first full pay period commencing on or after 1 March 2020:

40 ft trailer	\$2.90 per hour	\$2.82 per hour
Dog/Pig trailer	\$5.67 per hour	\$5.53 per hour
Pup trailer	\$4.18 per hour	\$4.07 per hour

12. Delete subclauses F.1 and F.2 of Schedule F – Old Rates of Remuneration, and insert in lieu thereof the following:

F.1 Where the Commonwealth Government's fuel tax credit subsidy is applicable

From the first full pay period commencing on or after 3 October 2022:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	43.61	0.4892	38.29	0.5247	30.65	0.5183
Over 5 to 8 Tonnes	51.73	0.6773	43.85	0.6803	32.99	0.6714
Over 8 to 10 Tonnes	60.56	0.8339	49.98	0.8435	42.30	0.8345
Over 10 to 12 Tonnes	81.00	1.1667	63.25	1.1537	51.55	1.1436
Over 12 to 14 Tonnes	105.06	1.4684	79.03	1.4678	62.18	1.4552
Over 14 Tonnes +	117.23	1.7489	87.13	1.7334	66.68	1.7197
Single Axle Prime Mover	84.91	1.6050	66.09	1.6124	53.97	1.5952
Bogie Axle Prime Mover	120.53	1.8451	89.45	1.8438	68.25	1.8267

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	40.21	0.4892	35.31	0.5247	28.35	0.5183
Over 5 to 8 Tonnes	47.50	0.6773	40.44	0.6803	30.41	0.6714
Over 8 to 10 Tonnes	55.48	0.8339	46.08	0.8435	38.97	0.8345
Over 10 to 12 Tonnes	74.16	1.1667	58.32	1.1537	47.32	1.1436
Over 12 to 14 Tonnes	96.16	1.4684	72.87	1.4678	57.10	1.4552
Over 14 Tonnes +	107.15	1.7489	80.34	1.7334	61.22	1.7197
Single Axle Prime Mover	77.64	1.6050	60.94	1.6124	49.71	1.5952
Bogie Axle Prime Mover	110.07	1.8451	82.48	1.8438	62.76	1.8267

F.2 Where the Commonwealth Government's fuel tax credit subsidy does not apply

From the first full pay period commencing on or after 3 October 2022:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	43.61	55.3734	38.25	55.4638	30.66	54.7806
Over 5 to 8 Tonnes	51.73	71.3086	43.93	71.8173	32.99	67.1295
Over 8 to 10 Tonnes	60.56	87.2504	50.15	88.7645	42.30	83.5961
Over 10 to 12 Tonnes	81.00	122.9930	63.49	120.6171	51.55	114.8734

Over 12 to 14 Tonnes	105.06	153677	79.31	154.6169	62.18	145.5798
Over 14 Tonnes +	117.23	184.5964	87.53	182.1341	66.68	172.3111
Single Axle Prime Mover	84.91	168.9993	66.40	170.1462	53.97	159.5356
Bogie Axle Prime Mover	120.53	194.2176	89.93	194.0114	68.25	182.8948

From the first full pay period commencing on or after 1 March 2020:

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)	Hourly Standing Rate (\$)	Running Rate (\$ per km)
Up to 2 Tonnes						
Over 2 to 5 Tonnes	40.21	55.3734	35.27	55.4638	28.36	54.7806
Over 5 to 8 Tonnes	47.50	71.3086	40.34	71.8173	30.41	67.1295
Over 8 to 10 Tonnes	55.48	87.2504	45.93	88.7645	38.97	83.5961
Over 10 to 12 Tonnes	74.16	122.9930	58.13	120.6171	47.32	114.8734
Over 12 to 14 Tonnes	96.16	154.3677	72.60	154.6169	57.10	145.5798
Over 14 Tonnes +	107.15	184.5964	80.01	182.1341	61.22	172.3111
Single Axle Prime Mover	77.64	168.9993	60.72	170.1462	49.71	159.5356
Bogie Axle Prime Mover	110.07	194.2176	82.13	194.0114	62.76	182.8948

13. This variation will take effect from the first full pay period on or after 3 October 2022.

D. SLOAN, *Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Business Chamber Limited, Industrial Organisation of Employers.

(Case No. 77087 of 2022)

Before Commissioner Sloan

15 September 2022

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - 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 19 September 2022 and 16 October 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.11
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.16
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.23
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.23
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.23
Rigid-carrying capacity over 14 tonnes or more	\$0.29
Single Axle Prime Mover	\$0.29
Bogie Axle Prime Mover	\$0.36

For pay periods commencing between 15 August 2022 and 18 September 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.15
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.22
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.33
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.33
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.33
Rigid-carrying capacity over 14 tonnes or more	\$0.42
Single Axle Prime Mover	\$0.42
Bogie Axle Prime Mover	\$0.51

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

For pay periods commencing between 19 September 2022 and 16 October 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.20
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.20
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.20
Rigid-carrying capacity over 14 tonnes or more	\$4.10

Single Axle Prime Mover	\$4.12
Bogie Axle Prime Mover	\$5.00

For pay periods commencing between 15 August 2022 and 18 September 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.58
Rigid-carrying capacity over 10 and including 12 tonnes	\$4.58
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.58
Rigid-carrying capacity over 14 tonnes or more	\$5.87
Single Axle Prime Mover	\$5.89
Bogie Axle Prime Mover	\$7.16

3. This variation will take effect on and from 19 September 2022.

D. SLOAN, *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 NSW Business Chamber Limited, Industrial Organisation of Employers.

(Case No. 77087 of 2022)

Before Commissioner Sloan

11 October 2022

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - 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 17 October 2022 and 20 November 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.12
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.15
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.21
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.21
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.21
Rigid-carrying capacity over 14 tonnes or more	\$0.27
Single Axle Prime Mover	\$0.27
Bogie Axle Prime Mover	\$0.33

For pay periods commencing between 19 September 2022 and 16 October 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.11
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.16
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.23
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.23
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.23
Rigid-carrying capacity over 14 tonnes or more	\$0.29
Single Axle Prime Mover	\$0.29
Bogie Axle Prime Mover	\$0.36

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

For pay periods commencing between 17 October 2022 and 20 November 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.97
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.97
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.97
Rigid-carrying capacity over 14 tonnes or more	\$3.81

Single Axle Prime Mover	\$3.82
Bogie Axle Prime Mover	\$4.64

For pay periods commencing between 19 September 2022 and 16 October 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.20
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.20
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.20
Rigid-carrying capacity over 14 tonnes or more	\$4.10
Single Axle Prime Mover	\$4.12
Bogie Axle Prime Mover	\$5.00

3. This variation will take effect on and from 17 October 2022.

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

24 November 2022

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - 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 21 November 2022 and 18 December 2022, 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	\$0.33
Single Axle Prime Mover	\$0.33
Bogie Axle Prime Mover	\$0.40

For pay periods commencing between 17 October 2022 and 20 November 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.12
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.15
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.21
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.21
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.21
Rigid-carrying capacity over 14 tonnes or more	\$0.27
Single Axle Prime Mover	\$0.27
Bogie Axle Prime Mover	\$0.33

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

For pay periods commencing between 21 November 2022 and 18 December 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.56
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.56
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.56
Rigid-carrying capacity over 14 tonnes or more	\$4.56

Single Axle Prime Mover	\$4.58
Bogie Axle Prime Mover	\$5.56

For pay periods commencing between 17 October 2022 and 20 November 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.97
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.97
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.97
Rigid-carrying capacity over 14 tonnes or more	\$3.81
Single Axle Prime Mover	\$3.82
Bogie Axle Prime Mover	\$4.64

3. This variation will take effect on and from 14 November 2022.

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 December 2022

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - 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 19 December 2022 and 15 January 2023, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.15
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.20
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.29
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.29
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.29
Rigid-carrying capacity over 14 tonnes or more	\$0.37
Single Axle Prime Mover	\$0.37
Bogie Axle Prime Mover	\$0.45

For pay periods commencing between 21 November 2022 and 18 December 2022, 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	\$0.33
Single Axle Prime Mover	\$0.33
Bogie Axle Prime Mover	\$0.40

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

For pay periods commencing between 19 December 2022 and 15 January 2023:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.02
Rigid-carrying capacity over 10 and including 12 tonnes	\$4.02
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.02
Rigid-carrying capacity over 14 tonnes or more	\$5.15

Single Axle Prime Mover	\$5.17
Bogie Axle Prime Mover	\$6.28

For pay periods commencing between 21 November 2022 and 18 December 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.56
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.56
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.56
Rigid-carrying capacity over 14 tonnes or more	\$4.56
Single Axle Prime Mover	\$4.58
Bogie Axle Prime Mover	\$5.56

3. This variation will take effect on and from 19 December 2022.

D. SLOAN, *Commissioner*

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