



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT) TECHNICAL STAFF AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 248582 of 2025)

Before Commissioner Webster

18 February 2026

AWARD

Arrangement

Clause No.	Subject Matter
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PART A

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PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

PART A

1. Title

This Award will be known as the Crown Employees (Department of Primary Industries and Regional Development) Technical Staff Award.

2. Definitions

- (i) "Act" means *Government Sector Employment Act* 2013.
- (ii) "Association" means:
 - (a) the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales for all employees covered by the Award, and

- (b) in the case of Fisheries Technicians and Hatchery Staff whose roles were previously covered by the *Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award*, the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales, the Construction Forestry Mining and Energy Union (NSW Branch) and the Electrical Trades Union, NSW Branch.
- (iii) "Department" means the Department of Primary Industries and Regional Development, or as otherwise specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (iv) "Hatchery Staff" for the purpose of this Award, means Hatchery Manager, Assistant Manager and Hatchery Guide Attendants at Gaden and Ebor Trout Hatcheries, who undertake primarily a salmonid fingerling production role.
- (v) "Industrial Relations Secretary" means the Secretary of the Premier's Department, as established under the *Government Sector Employment Act 2013*.
- (vi) "Job Evaluation" means a methodology agreed to between the parties to grade Technical Staff under this Award.
- (vii) "Member of staff" for the purposes of this Award, means a person employed as an employee on probation or employee, employed in any capacity under the provisions of Part 4, Division 5 of the Act.
- (viii) "Normal Work" is defined as the duties, responsibilities and capabilities relevant to the Role Description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (ix) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (x) "Role" means a role as dealt with in Division 5 of the *Government Sector Employment Act 2013*.
- (xi) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xii) "Secretary" means the Secretary of the Department of Primary Industries and Regional Development as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (xiii) "Service" means continuous service for salary purposes.
- (xiv) "Technical Assistant" means an employee who holds the New South Wales School Certificate or its equivalent and is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description that is required for employment in any of the roles covered by the provisions of this Award. VET Certificate II in any qualification is considered equivalent to the NSW School Certificate.
- (xv) "Technical Co-ordinator" means an employee who has the experience, expertise and is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description that allows them to accept responsibility for the supervision and co-ordination of technical activities in a technical section or work unit and is assigned to a role designated as such.
- (xvi) "Technical Manager" means an employee who is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description of the role and assigned to a role designated as such.
- (xvii) "Technical Officer" means an employee who is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description of the role and holds:

- (a) a Biological Technicians Certificate, Chemistry Certificate Course, or the Pathology Technician Certificate Course from TAFE, or a relevant VET Diploma (equivalent AQF Level V) or other qualification deemed by the Department to be equivalent; or
 - (b) a trade qualification plus 5 years relevant post trade experience that is required for employment in any of the roles covered by the provisions of this Award; or,
 - (c) a Library Technician Certificate from TAFE or other qualification deemed by the Department to be equivalent; or
 - (d) successfully completed two-thirds of the required credit points necessary for the awarding of a relevant degree; or
 - (e) a relevant AQF Certificate IV or equivalent plus 5 years relevant post qualification experience.
- (xviii) "Technical Staff" means all members of staff employed to provide technical contributions to the achievement of the Department's corporate goals.

3. Salaries

- (i) Subject to the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014* thereunder and the *Crown Employees (Public Sector - Salaries 2024) Award*, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates, will be paid to members of staff assigned to roles at grades specified. This award is listed in Schedule A of the *Crown Employees (Public Sector - Salaries 2024) Award* and salaries payable to employees will be in accordance with that award or any award replacing it. The rates set out at Table 1 and Table 2 of Part B, of this award are subject to the rates as set by the *Crown Employees (Public Sector - Salaries 2024) Award* or any award replacing it.
- (ii) In respect of persons formally employed as Fisheries Technicians or Hatchery staff under the *Crown Employees (Department of Industry Skills and Regional Development) Fisheries Employees Award* who are now employed under this award, employees will transition to the relevant classification under this award in accordance Annexure A. A Classification Transition Table for Fisheries Technicians to Technical Officers is at Annexure A to the Award. Annexure A applies to the transition of Fisheries Technicians and Hatchery staff from being employed under the *Crown Employees (Department of Industry Skills and Regional Development) Fisheries Employees Award* to this award and is not relevant to any future iterations of the Award.

4. Progression Criteria

- (i) A Technical Assistant who has been in receipt of the maximum salary prescribed for their grade for 12 months will be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (ii) A Technical Officer, who has been in receipt of the maximum salary prescribed for their grade for 12 months, will be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (iii) Technical Manager roles will be included at levels, Grade 3, Grade 4 and Grade 5, with promotion into such roles being by assignment subject to the occurrence of a vacancy and completing a comparative assessment process.

5. Allowances

- (i) Technical Co-ordinator Allowance.
 - (a) A member of staff who is assigned to a role as a Technical Co-ordinator will be paid an allowance as set out in Item 1 of Table 2 - Allowances of Part B, Monetary Rates, from the date of their assignment. The allowance will be part of the member of staff's salary for all purposes

and will be adjusted in accordance with any variations applied commensurate with this Award. The allowance will also be superable.

- (b) Members of staff will be assigned to the role of Technical Co-ordinator for periods of up to two years with future assignments to be determined by comparative assessment.

(ii) Sea Going Allowance.

An employee who is absent from his/her port of departure for ten hours or more will be entitled to the provisions of the following clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.

Clause 26:	Travelling Compensation
Clause 27:	Excess Travelling Time
Clause 28:	Waiting Time
Clause 29:	Meal Expenses on One-Way Journeys
Clause 30:	Restrictions on Payment of Travelling Allowances
Clause 31:	Increase or Reduction in Payment of Travelling Allowances
Clause 32:	Production of Receipts
Clause 33:	Travelling Distance

(iii) Regional Dive Co-ordinator and Dive Usage Allowances for Fisheries Technicians

- (a) Regional Dive Co-ordinator Allowance (annual) is paid to perform the additional responsibilities of the role when conducting diving activities in accordance with the Department's Diving Code of Practice. An allowance will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.
- (b) Dives no greater than 15 metres in depth - Allowance of \$45.00 per day of diving.
- (c) Dives greater than 15 metres in depth - Allowance of \$5.53 per metre of diving. Where multiple depths are dived on a particular day, the dive of the greatest depth will be the rate calculated for that day and no other allowance will apply.

6. Penalty Loadings for Hatchery Staff

Loading for Hatchery Staff - The loading of 11.05 per cent is paid to employees who are required to regularly work outside normal working hours. Due to the range of times Managers and Assistant Managers may be required to work, a salary loading of 11.05 per cent will be applied to their roles. Guides and attendants at hatcheries who are also required to work such hours will also be entitled to the payment of the loading.

7. Hours of Work

- (i) Both full-time and part-time members of staff, subject to Departmental convenience, will work a flexible working hour's arrangement in accordance with the Department's Flexible Working Hours Agreement, which is a co-lateral arrangement under clause 10, Local Arrangement, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.

8. Job Evaluation

Roles classified as Technical Staff will be graded in accordance with the accredited Job Evaluation methodology and to meet the requirements of the NSW Government Sector Capability Framework as agreed by the Secretary and the Association.

9. Appeals Mechanism for Progression

- (i) A member of staff of the Department will have the right to appeal any decision made by the Department in relation to their performance assessment review in relation to progression criteria assessment.
- (ii) Members of staff may submit a written submission outlining their case to the Director Human Resources and Industrial Relations within 28 days of the decision being made.
- (iii) The Director Human Resources and Industrial Relations will constitute an appeals committee made up of one Management representative, an Association representative and one peer that is acceptable to both Management and the Association.
- (iv) The appeal will be heard within 28 days of it being lodged and the recommendation of the committee will be forwarded to the Secretary or nominee for approval.
- (v) The decision of the Secretary or nominee will be forwarded to the member of staff concerned within 7 working days of the appeal being heard.
- (vi) This appeal mechanism will not cover matters that are dealt with by clause 24 of the Government Sector Employment (General) Rules 2014.

10. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, transgender identity, marital or domestic status, disability, responsibilities as a carer, homosexuality, HIV/AIDS infected or age.
- (ii) 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.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

- (b) Section 56(d) of the *Anti-Discrimination Act* 1977 provides:
- (c) "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

11. Deduction of Union Membership Fees

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

12. No Extra Claims

- (i) The Industrial Relations Commission recognises that the parties have provided an undertaking that, other than as provided for in the *Industrial Relations Act* 1996, there will be no further claims/demands or proceedings instituted before the 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 1 July 2027 unilaterally made by a party to the Award, unless otherwise agreed by the parties.
- (ii) This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to 1 July 2027.
- (iii) Parties are not prevented from commencing any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

13. Area, Incidence and Duration

- (i) The Award will apply to each member of staff described as Technical Staff employees in clause 2, Definitions.
- (ii) The members of staff regulated by this Award will be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act* 2013, the Government Sector Employment Regulation 2014, the Government Sector Employment (General) Rules, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2024) Award or any Awards replacing these Awards.
- (iii) This award rescinds and replaces the Crown Employees (Department of Industry) Technical Staff Award 2021 published 24 December 2021 (Vol 391 I.G. 367), and all variations thereof.

- (iv) With the exception of Part B which takes effect in accordance with its terms, the Award otherwise takes effect from the date of the decision of the Industrial Relations Commission. The nominal term of the award is two years, which will expire on 1 July 2027.

PART B

MONETARY RATES

Effective from the beginning of the first full pay period to commence on or after 1 July 2025 and 2026 respectively.

Table 1 - Salaries

(A) Full-time rates

Technical Assistant

Grade	1.7.25 Per annum 3% \$	1.7.26 Per annum 3% \$	Common Salary Point
Junior			
Under 17	31,685	32,636	n/a
Age 17	38,019	39,160	n/a
Age 18	44,356	45,687	n/a
Age 19	50,697	52,218	n/a
Age 20	57,032	58,743	n/a
Grade 1			
1st Year	63,367	65,268	26
2nd Year	65,078	67,030	29
3rd Year and thereafter	67,341	69,361	33
Grade 2			
1st Year	69,220	71,297	36
2nd Year and thereafter	71,189	73,325	39
Grade 3			
1st Year	73,879	76,095	43
2nd Year and thereafter	75,728	78,000	46

Technical Officer

Grade	1.7.25 Per annum 3% \$	1.7.26 Per annum 3% \$	Common Salary Point
Grade 1			
1st Year	75,728	78,000	46
2nd Year	78,711	81,072	50
3rd Year	80,815	83,239	53
4th Year and thereafter	83,099	85,592	56
Grade 2			
1st Year	89,934	92,632	64
2nd Year	92,701	95,482	67
3rd Year	95,384	98,246	70
4th Year and thereafter	101,039	104,070	76
Grade 3			
1st Year	105,986	109,166	81
2nd Year	109,127	112,401	84
3rd Year	112,454	115,828	87
4th Year and thereafter	116,969	120,478	91

Grade 4			
1st Year	121,845	125,500	95
2nd Year	125,720	129,492	98
3rd Year	128,222	132,069	100
4th Year and thereafter	131,909	135,866	103
Grade 5			
1st Year	137,176	141,291	107
2nd Year	141,286	145,525	110
3rd Year and thereafter	145,442	149,805	113

(B) Part-Time Hourly Rate Formula

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{35} \times \frac{1 \text{ hours pay}}{1}$$

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount 1.7.25 Per annum 3% \$	Amount 1.7.26 Per annum 3% \$
1	5(i)	Technical Co-ordinator Allowance	3,402	3,504
2	5(iii)(a)	Regional Dive Co-ordinator Allowance	2,568	2,645
3	5(iii)(b)	Dive Usage Allowance (no greater than 15 metres in depth)	45.00 per day	46.35 per day
4	5(iii)(b)	Dive Usage Allowance (greater than 15 metres depth)	5.53 per metre of diving	5.69 per metre of diving

ANNEXURE A**Classification Transition Table**

From: Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award	To: Crown Employees (Department of Industry) Technical Staff Award
Fisheries Scientific Technician & Fisheries Maintenance Technician Grade 1 – Year 1 Grade 1 – Year 2 Grade 1 – Year 3 Grade 1 – Year 4 Grade 1 – Year 5 Grade 1 – Year 6	Technical Officer Grade 1 First Year Grade 1 First Year Grade 1 First Year Grade 1 First Year Grade 1 First Year Grade 1 First Year
Grade 2 - Year 1 Grade 2 - Year 2 Grade 2 - Year 3 Note: Also incorporates Assistant Manager Hatchery	Grade 1 Second Year Grade 1 Fourth Year Grade 2 First Year
Grade 3 - Year 1 Grade 3 - Year 2 Grade 3 - Year 3 Note: Also incorporates Manager Hatchery	Grade 2 First Year Grade 2 Third Year Grade 2 Fourth Year
Grade 4 - Year 1 Grade 4 - Year 2 Grade 4 - Year 3	Grade 3 First Year Grade 3 First Year Grade 3 Second Year

Grade 5 - Year 1	Grade 3 Fourth Year
Grade 5 - Year 2	Grade 4 First Year
Grade 5 - Year 3	Grade 4 First Year

J. WEBSTER, *Commissioner*

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CROWN EMPLOYEES (FIRE AND RESCUE NSW FIREFIGHTING STAFF DEATH AND DISABILITY) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 68974 & 301376 of 2024)

Before Commissioner McDonald

13 March 2026

AWARD

1. Introduction, Intentions and Commitments

- 1.1 This Award shall be known as the "Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2024".
- 1.2 The intentions and commitments of this Award are to: -
 - 1.2.1 Promote firefighters' health and fitness and to assist firefighters in meeting the occupational requirements of their job.
 - 1.2.2 Provide practical support, education and assistance to firefighters through structured health and fitness programs.
 - 1.2.3 Provide rehabilitation and retraining for permanent firefighters suffering partial and permanent incapacity.
 - 1.2.4 Provide benefits in the event of the death or the termination of employment of permanently incapacitated firefighters.

2. Index

1. Introduction, Intentions and Commitments
2. Index
3. Definitions
4. Health Screening
5. Death and Disability Superannuation Fund
6. Contributions to the Death and Disability Superannuation Fund
7. Other Benefits Applicable to Firefighters
8. Medical Retirement
9. "On Duty" Death Benefits
10. "On Duty" Total and Permanent Incapacity Benefits
11. "Off Duty" Death and Total and Permanent Incapacity Benefits
12. Rehabilitation and Retraining for Permanent Firefighters who suffer Partial and Permanent Incapacity
13. Partial and Permanent Incapacity Benefits
14. Assessment of Entitlement to Benefits
15. Grievance Mechanism
16. Anti-Discrimination
17. Area, Incidence, Duration and Parties Bound

Schedule 1 - 2022 Award Health Checks Provisions

3. Definitions

"actuary" means an actuary appointed by the Trustee of the Death and Disability Superannuation Fund.

"compulsory employer superannuation contributions" has the same meaning as it has in sub-sections 8(1) and (2) of the *Aware Super Act* 1992.

"Deemed annual salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Schedule 1 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 52.1785.

"Deemed fortnightly salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Schedule 1 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 2.

"Death and Disability Superannuation Fund" means the superannuation fund established in accordance with this Award.

"Electricity Industry Superannuation Scheme" ("EISS") has the same meaning as it has in the *Superannuation Administration Act* 1996.

"FBEU" means the Fire Brigade Employees' Union of New South Wales.

"FRNSW" means Fire and Rescue New South Wales, established by the *Fire Brigades Act* 1989 and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act* 2013.

"firefighter" means either a permanent firefighter or a retained firefighter as defined in this clause.

"First State Superannuation Scheme" ("FSS") means the superannuation scheme established under the *Aware Super Act* 1992.

"Judges Pension Scheme" ("JPS") means the superannuation scheme established under the *Judges' Pensions Act* 1953.

"Local Government Superannuation Scheme" ("LGSS") has the same meaning as it has in the *Superannuation Administration Act* 1996.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"on duty injury" means personal injury arising out of or in the course of employment as a firefighter and includes a disease which is contracted by a firefighter in the course of his/her employment as a firefighter and to which the employment was a contributing factor, and the aggravation, acceleration, exacerbation or deterioration of any disease, where his/her employment as a firefighter was a contributing factor to the aggravation, acceleration, exacerbation or deterioration but does not include a personal injury or disease arising out of or in the course of journeying to or from work subject to the proviso that a retained firefighter responding to an incident shall be considered to be on duty from the time of call.

"ordinary duties" means the full range of work that was usually performed by the firefighter immediately prior to suffering the condition, illness or injury that caused them to cease to perform, in whole or in part, such work.

"Parliamentary Contributory Superannuation Fund" ("PCSF") means the fund referred to in section 5 of the *Parliamentary Contributory Superannuation Act* 1971.

"partial and permanent incapacity" means that a firefighter is no longer fit to carry out the full range of his/her ordinary duties with FRNSW.

"PBRI" means the Police Blue Ribbon Insurance arrangements established under the Police Amendment (Death and Disability) Regulation 2011.

"permanent firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

"Police Superannuation Scheme" ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"retained firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award.

"spouse" means a person who falls within the definition of "spouse" or "de facto partner" in the *Superannuation Act 1916*.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *Superannuation Act 1916*.

"total and permanent incapacity" means that the firefighter is unlikely, by reason of ill-health (whether physical or mental) to ever again engage in gainful employment for which the firefighter is reasonably qualified by education, training or experience.

4. Health Screening

- 4.1 The parties agree and accept the need for a non-compulsory and non-punitive health screening program that is underpinned by practical support, education and assistance provided by FRNSW.
- 4.2 The parties agree that the Health Screening Program will be in accordance with clause 60 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) 2024 Award for permanent firefighters and clause 53 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2024 for retained firefighters.
- 4.3 The Health Screening program referenced in subclause 4.2 will replace the current Health Checks system provided for under this Award and will operate for a trial basis for 36 months commencing on a date to be agreed between FRNSW and FBEU. The current clauses relating to Health Checks (as contained at clause 8 and Annexure A of the Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability Award 2022 and replicated at Schedule 1 of this Award) will have no application (with the exception of that provided for by clauses 8.1 (c), 14.1 and Fitness Drills at 8 (a) and (b) of Annexure A of Schedule 1) until the expiry of the 36 month trial period at which point they will either be removed from the Award by consent of the parties or become re-operative, following consultation between the parties in accordance with clause 9 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) 2024 Award and clause 8 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2024.

5. Death and Disability Superannuation Fund

- 5.1 FRNSW will maintain, with the agreement of the FBEU, a Death and Disability Superannuation Fund to pay the benefits prescribed by clauses 9, 10 and 11 of this Award. The Fund shall operate in accordance with relevant Commonwealth legislation and the terms of the trust deed by which it is created.
- 5.2 The terms of the trust deed by which the Death and Disability Superannuation Fund is created shall provide that the Trustee of the Death and Disability Superannuation Fund is required to reduce the benefits otherwise payable from the said fund so as to offset any benefits prescribed by this Award that

have previously been paid from the Death and Disability Superannuation Fund or by FRNSW pursuant to this Award.

6. Contributions to the Death and Disability Superannuation Fund

- 6.1 Subject to subclause 6.2, permanent firefighters who are less than 67 years of age and who are covered by FSS or who are contributors to SASS or who have elected under section 9 of the *Aware Super Act* 1992 to make other arrangements shall each fortnight contribute an amount equivalent to 0.8 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund.
- 6.2 Permanent firefighters who contribute to SASS and who contribute for additional benefit cover shall within three months of commencing employment make an election on a "once only" basis, whether they wish to contribute to the Death and Disability Superannuation Fund. Permanent firefighters who elect to not contribute to the Death and Disability Superannuation Fund shall not be eligible to receive a pension or lump sum payment prescribed by this Award.
- 6.3 The contributions prescribed by this Award in relation to permanent firefighters who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act* 1987.
- 6.4 Notwithstanding the provisions of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award and the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award, a firefighter who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the firefighter's contribution pursuant to this clause, unless they elect to contribute from their post-tax salary. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the firefighter would have received in the event that no salary sacrifice had been applicable.
- 6.5 Subject to subclause 6.6, FRNSW shall each fortnight contribute an amount equivalent to 0.5 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age.
- 6.6 FRNSW shall each fortnight contribute an amount equivalent to 0.2 percent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age and who, by virtue of their primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF, PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover.
- 6.7 FRNSW shall contribute to the Death and Disability Superannuation Fund such sum as may be necessary to meet any shortfall between the Fund's reserves and that sum that it needs in order to pay the superannuation pensions and superannuation lump sum benefits prescribed by this Award (or past Awards).
- 6.8 A firefighter on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 6.9 FRNSW shall each fortnight deduct the contributions that firefighters are required or elect to make pursuant to this clause from their salaries and forward such contributions together with the contributions that FRNSW is required to make in respect of retained firefighters to the Death and Disability Superannuation Fund.

7. Other. Benefits Applicable to Firefighters

- 7.1 The benefits conferred upon firefighters by this Award shall be in addition to those benefits otherwise payable under the FSS Scheme, the SASS scheme and/or the *Workers Compensation Act* 1987 and *Workplace Injury Management and Workers Compensation Act* 1998, as varied from time to time.

8. Medical Retirement

8.1 A firefighter who has either:

- (a) been directed to access their benefits under this Award by FRNSW in accordance with clause 60 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award and Clause 53 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award; and/or
- (b) has reason, supported by medical information, to believe that they may be unfit for duty, permanently or otherwise;

can access the benefits provided for under clause 10, 11 and 13 of this Award.

- (c) Where FRNSW disagrees with the medical information at subclause 8.1 (b) above, Clause 8 at Schedule 1 will apply.

9. "On Duty" Death Benefits

- 9.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 9.2 In the event that an on duty injury results in the death of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 40% of the Deemed fortnightly salary shall be paid to the deceased firefighter's spouse until that spouse's death.
- 9.3 Children's pensions shall be payable in addition to the spouse pension payable under subclause 9.2 on the same basis as in SSS, provided that such fortnightly pensions shall be set at a rate equivalent to 5% of the Deemed fortnightly salary in respect of each eligible child.
- 9.4 Pensions shall be able to be commuted on the same basis as in SSS.
- 9.5 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a firefighter who does not have a spouse at the time of his or her death. In such cases, the firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with the following table.

Age	Benefit as a multiple of the Deemed Annual Salary
59 and under	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8
65	1.2
66	0.6
67	0.0

- 9.6 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the *Superannuation Act* 1916, but the "minimum benefit" as defined in section 31A(7) will not apply and for the purposes of this Award the minimum benefit shall be the amount that would have been payable under subclause 9.5 had the firefighter not had a spouse at the time of the firefighter's death.
- 9.7 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary.
- 9.8 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers death as the result of an on duty injury and who,

by virtue of his/her primary employment, was already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who was a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who was a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to the deceased retained firefighter's estate.

10. "On Duty" Total and Permanent Incapacity Benefits

- 10.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 10.2 In the event that an on duty injury results in the total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 60% of the Deemed fortnightly salary shall be paid to the firefighter until his or her 67th birthday or death (whichever the earlier).
- 10.3 Pensions shall be able to be commuted at age 60 or any time thereafter, with the commuted lump sum to be determined in accordance with the table at subclause 9.5.
- 10.4 Where a former firefighter in receipt of a total and permanent incapacity pension suffers death prior to his or her 67th birthday then a lump sum amount determined in accordance with clause 11 shall be paid to the deceased former firefighter's estate.
- 10.5 To avoid doubt, the lump sum payments under subclauses 10.3 and 10.4 shall be determined by the former firefighter's age at the time of commutation or death, as the case may be, and not their medical retirement
- 10.6 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary
- 10.7 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers total and permanent incapacity as the result of an on duty injury and who, by virtue of his/her primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and the retained firefighter shall instead be paid a lump sum benefit equivalent to 20% of the Deemed annual salary.

11. "Off Duty" Death and Total and Permanent Incapacity Benefits

- 11.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 11.2 Subject to subclause 11.4, in the event that an off duty injury results in the death or total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a lump sum payment in accordance with the scale set out in subclause 11.3 shall be paid to the firefighter or his/her estate.
- 11.3 For the purposes of this subclause, a firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by FRNSW or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

Age	Benefit as a multiple of the Deemed Annual Salary
59 and under	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8

65	1.2
66	0.6
67	0.0

- 11.4 The Benefit as a multiple of the Deemed annual salary as set out in clause 11.3 shall only apply to permanent firefighters. In the case of retained firefighters, their Benefit shall be determined as 62.5 percent of the corresponding benefit for permanent firefighters.
- 11.5 Retained firefighters for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffer death or total incapacity as the result of an off duty injury and who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit cover shall not be entitled to the other benefits of this clause and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to such retained firefighters or their estate.

12. Rehabilitation and Retraining for Permanent Firefighters Who Suffer Partial and Permanent Incapacity

- 12.1 Every permanent firefighter who suffers partial and permanent incapacity (PPI) shall receive extensive rehabilitation/retraining with the objective placing them in a suitable position within FRNSW. All reasonable efforts will be made by FRNSW to ensure that a permanent firefighter who suffers PPI is so placed, including by identifying potential employment opportunities as soon as practicable and directing the firefighter's rehabilitation/retraining to that end, and in consultation with the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed).
- 12.2 Where FRNSW believes that, notwithstanding every reasonable effort to the contrary, a suitable position may not be found for a permanent firefighter who, by reason of PPI, is undergoing rehabilitation/retraining, the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) shall be informed at the earliest possible opportunity.
- 12.3 The employment of a permanent firefighter who suffers PPI will not be terminated because of the lack of a suitable position within FRNSW without the firefighter's consent. In the event that the firefighter does not consent, an adequate opportunity will be given to the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider FRNSW's opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause in this Award.
- 12.4 The parties agree that it is anticipated that the rehabilitation/retraining and associated forward planning associated will minimise the likelihood that any permanent firefighter who suffers PPI will be terminated because at the end of their rehabilitation/retraining, a suitable position is not available.

13. Partial and Permanent Incapacity Benefits

- 13.1 The partial and permanent incapacity benefits prescribed by this clause are provided and payable by FRNSW.
- 13.2 FRNSW may terminate the employment of a firefighter who suffers partial and permanent incapacity. Subject to subclause 13.3, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be given the option of:
- 13.2.1 being paid a lump sum payment in accordance with this clause immediately upon termination; or
- 13.2.2 deferring a lump sum payment in accordance with this clause pending the determination of the firefighter's claim for a total and permanent incapacity benefit.

- 13.3 Subject to paragraph 13.2.2, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be paid a lump sum payment in accordance with the scale set out below:

Age	Benefit as a multiple of the Deemed Annual Salary	
	for permanent firefighters	for retained firefighters
52 and under	3.08	0.308
53	2.81	0.281
54	2.53	0.253
55	2.25	0.225
56	1.95	0.195
57	1.65	0.165
58	1.34	0.134
59	1.02	0.102
60	0.69	0.069
61	0.35	0.035
62	0	0

14. Assessment of Entitlement to Benefits

- 14.1 Entitlement to the partial and permanent incapacity benefits provided by FRNSW pursuant to this Award shall be assessed through the mechanism provided for in the provisions contained at Schedule 1 of this Award titled "Clause 8. Assessment of Fitness for Duty and Permanent Incapacity".
- 14.2 Entitlement to receive a total and permanent incapacity or death benefit from the Death and Disability Superannuation Fund shall be assessed in accordance with relevant Commonwealth legislation and the terms of the trust deed by which the Fund operates.
- 14.3 To avoid doubt, a firefighter can receive either a total and permanent incapacity benefit, or a partial and permanent incapacity benefit, but not both. FRNSW shall advise the Death and Disability Fund the name of any firefighter who receives a partial and permanent incapacity lump sum payment, and of the amount so paid.
- 14.4 Subject to subclause 14.2, any dispute as to the entitlement to receive a benefit from the Death and Disability Superannuation Fund or any other dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales for final determination.
- 14.5 To avoid doubt, the provision at subclauses 12.1, 12.2 and 12.3 whereby the FBEU is to be informed "unless the firefighter expressly declines to agree to the FBEU being informed" is intended to allow the firefighter to seek the FBEU's advice before authorising or agreeing to any course of action or signing any document associated with those subclauses and unless the firefighter does expressly decline to agree to the FBEU being informed then FRNSW will neither expect nor allow a firefighter to authorise or agree to any course of action nor sign any document associated with their rehabilitation/retraining or possible termination until such time as the FBEU has been notified in writing and been given adequate opportunity to confer with the firefighter.

15. Grievance Mechanism

- 15.1 If an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Procedure in clause 11 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

16. Anti-Discrimination

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

- 16.2 It follows that in fulfilling their obligations under clause 15 of 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 an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 16.3 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.
- 16.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

17. Area, Incidence, Duration and Parties Bound

- 17.1 This Award shall apply to all permanent firefighters and retained firefighters, as defined in clause 3, Definitions, who are employed by FRNSW.
- 17.2 This Award shall rescind and replace the Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2023.
- 17.3 This Award shall be binding upon the FBEU and FRNSW.
- 17.4 This Award shall take effect on and from 26 February 2024 and shall remain in force until 25 February 2027.

SCHEDULE 1 - 2022 AWARD HEALTH CHECKS PROVISIONS

Clause 8. Assessment of Fitness for Duty and Permanent Incapacity

- 8.1. The procedures set out at subclauses 8.2 to 8.5 inclusive will apply if:
- 8.1.1 FRNSW has reason to believe that:
- 8.1.1.1 a firefighter may be unfit for duty, permanently or otherwise, and that firefighter disagrees; or
- 8.1.1.2 it may be necessary to impose certain medical/physical conditions or restrictions on a firefighter, permanently or otherwise, and that firefighter disagrees with the need for some or all such conditions or restrictions; or
- 8.1.2 A firefighter has reason, supported by medical information, to believe that:
- 8.1.2.1 the firefighter may be unfit for duty, permanently or otherwise, and FRNSW disagrees; or
- 8.1.2.2 it may be necessary to impose certain medical/physical conditions or restrictions on the firefighter, permanently or otherwise, and FRNSW disagrees with the need for some or all such conditions or restrictions; or
- 8.1.3 A firefighter has already been assessed as defined at paragraphs 8.6.2, 8.6.3 or 8.6.4 and subsequently obtains more contemporary information which suggests that they may be fit or that their requirements or restrictions should be changed, and FRNSW disagrees.

- 8.2 If the medical assessment is initiated by FRNSW at subclause 8.1.1 then FRNSW will advise the firefighter in writing of their need to undergo an immediate health assessment by a medical practitioner nominated by FRNSW, and its reason(s) for such referral.
- 8.3
- 8.3.1 If FRNSW believes at any point in time that a permanent firefighter's condition is such that by remaining on-duty he/she may endanger themselves, their colleagues or the public, FRNSW will, having regard to the firefighter's circumstances, either assign appropriate alternative duties for the firefighter or direct the firefighter on special leave (which is not to be deducted from any of the firefighter's leave balances) pending the determination of their condition in accordance with this clause. A permanent firefighter who is stood down from their ordinary duties in accordance with this subclause will continue to receive their ordinary pay until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this Clause, or the assessing medical practitioner reports pursuant to subclause 8.6. To avoid doubt, a permanent firefighter's ordinary pay shall be the pay to which the permanent firefighter would have been entitled had they been on sick leave.
- 8.3.2 Subject to paragraph 8.3.3, if FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend emergency incidents he/she may endanger themselves, their colleagues or the public, FRNSW will allow the firefighter to respond to their station, but not the incident, for all calls received by their brigade, and to attend all drills pending the determination of their condition in accordance with this clause. A retained firefighter who is placed on non-response duties in accordance with this subclause will continue to be permitted to - 6 - attend the station for calls and drills until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this clause, or the assessing medical practitioner reports pursuant to subclause 8.6.
- 8.3.3 If FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend the station he/she may endanger themselves, their colleagues or the public, FRNSW will direct the firefighter to not attend their station pending the determination of their condition in accordance with this clause. A retained firefighter who is excluded from their station in accordance with this subclause will be paid a fortnightly amount equivalent to the retained firefighter's highest fortnightly pay within the three month period immediately prior to their exclusion, and such payment shall continue until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this clause, or the assessing medical practitioner reports pursuant to subclause 8.6.
- 8.4 Whether the medical assessment is initiated by FRNSW at paragraph 8.1.1 or a firefighter at paragraph 8.1.2, FRNSW will arrange for a reasonable appointment for the firefighter as soon as possible, if not with FRNSW's preferred medical practitioner then with some other suitable medical practitioner, and will notify both the firefighter and the assessing medical practitioner in writing setting out:
- 8.4.1 the time, date and location of the appointment;
- 8.4.2 the inherent requirements of the firefighter's ordinary duties and the firefighter's typical work environment(s);
- 8.4.3 the health-related issue(s), if any, which FRNSW believes may be affecting work performance;
- 8.4.4 the manner in which it is believed work performance has been/is being and/or may be affected, including evidence where available;
- 8.4.5 any specific question(s) from FRNSW. It will not be sufficient to simply request an assessment of a firefighter's "fitness to continue" or assume such question(s) would be inferred by the assessing medical practitioner from the general background information provided; and
- 8.4.6 a summary of all relevant documents in checklist format.

- 8.5 The assessing medical practitioner should take into account any and all relevant material supplied by FRNSW, the firefighter and/or the firefighter's own medical practitioner(s). FRNSW will ensure that any material provided to the assessing medical practitioner will at the same time also be provided to the firefighter and/or the medical practitioner(s) nominated by the firefighter.
- 8.6 The assessing medical practitioner's report, which will be in writing and provided to both FRNSW and the firefighter, should conclude that the firefighter is, in that medical practitioner's opinion, either:
- 8.6.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
 - 8.6.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
 - 8.6.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
 - 8.6.4 temporarily unfit to perform any FRNSW duties; or
 - 8.6.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.7 FRNSW will write to the firefighter within 7 days of receipt of the assessing medical practitioner's report stating that it has either:
- 8.7.1 wholly accepted the assessing medical practitioner's report; or
 - 8.7.2 partially accepted the assessing medical practitioner's report, together with the reason(s) for its non-acceptance of the relevant part(s); or
 - 8.7.3 accepted none of the assessing medical practitioner's report and its reasons for same.
- 8.8 If the FRNSW determination at subclause 8.7 is that the firefighter is permanently unfit to perform the firefighter's ordinary duties then the firefighter shall be deemed for the purposes of this Award to have suffered partial and permanent incapacity until determined otherwise in accordance with this clause. FRNSW shall inform the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) at the earliest possible opportunity.
- 8.9 A firefighter may request by way of report that the Commissioner review the FRNSW determination at subclause 8.7 within 14 days of receipt of that written determination or within 7 days of the Department having informed the FBEU, whichever is the later. A firefighter who makes such a request shall then be allowed 28 days, or such additional time as the Commissioner may allow, in order for a medical practitioner of the firefighter's choosing to:
- 8.9.1 review all previous reports and documentation relating to the matter; and
 - 8.9.2 confer with a FRNSW-nominated medical practitioner with a view to maximising the areas of agreement and minimising any areas of disagreement between them. In order to facilitate such conferences, FRNSW and the firefighter must, by no later than close of business on the next working day following the firefighter's request for a review, exchange the contact details of their respective nominated medical practitioners and in the case of the firefighter, written authorisation for their nominated medical practitioner to discuss their medical information with the FRNSW nominated medical practitioner; and
 - 8.9.3 produce a report (and, if the FRNSW-nominated medical practitioner is agreeable, a joint report) of their conclusions.
 - 8.9.4 The Commissioner will consider all previous reports and documentation relating to the matter, together with any additional information (including the medical practitioner's report at paragraph 8.9.3) submitted by the firefighter and will within 14 days supply the firefighter concerned with a written and final FRNSW determination of the matter.

- 8.10 If the firefighter does not agree with the Commissioner's determination at subclause 8.9 then the matter may be referred to the Industrial Relations Commission (the Commission) for final determination of the matter, i.e. whether the firefighter is;
- 8.10.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
 - 8.10.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
 - 8.10.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
 - 8.10.4 temporarily unfit to perform any FRNSW duties; or
 - 8.10.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.11 Where a dispute cannot be settled by conciliation, the parties agree in principle that the preferred method of adjudication will be by the Commission utilising the 'Bluescope model'. The 'Bluescope model' will be adopted except where the Commission orders otherwise or where one of the parties elects not to use the Bluescope model and notifies the other party of this election as soon as practicable before or at the time the dispute is notified to the Commission.
- 8.12 A firefighter who is found to be temporarily unfit as per paragraphs 8.6.3 or 8.6.4 or 8.10.3 or 8.10.4 will be given the appropriate period of time, as advised by the assessing medical practitioner, necessary for the firefighter to return to their ordinary duties.
- 8.13 A firefighter who fails to return to their ordinary duties within the appropriate period of time, or within six months from the date they last performed their ordinary duties or previous assessment (whichever occurs first) will be referred for medical re-assessment.
- 8.14 FRNSW will bear the cost of any assessment conducted by a medical practitioner pursuant to subclauses 8.4, 8.5 and 8.6, and of any independent assessment conducted at subclause 8.13, provided that in the case of any review conducted at subclauses 8.8 and 8.9 (only), the firefighter and FRNSW will each be responsible for the costs of their own nominated medical practitioner.
- 8.15 A firefighter who fails to comply with a reasonable direction to attend and participate in a medical assessment under this mechanism may be subject to disciplinary action.
- 8.16 A firefighter who has been determined as suffering partial and permanent incapacity may at any time elect to be assessed by the Death and Disability Superannuation Fund for total and permanent incapacity, in which case FRNSW will make all reasonable efforts to assist the Fund in concluding such assessment as soon as practicable.
- 8.17 The employment of a firefighter who is determined as suffering partial and permanent incapacity will be terminated in accordance with clause 13, or otherwise upon such firefighter's consent or request.

ANNEXURE A

Principles and Procedures of the Firefighters' Health and Fitness Program

1. Objectives
 - To promote the health and fitness of firefighters and to assist them in meeting the occupational requirements of their job.
 - To provide practical support, education and assistance to firefighters through a structured health and fitness program.
2. Benefits for the firefighter

- A compulsory health assessment as recommended for the firefighter on medical advice.
- A comprehensive individual report.
- Access to individual health and fitness counselling sessions.
- Access to health and fitness resource materials.
- Identification of negative lifestyle habits and risks.
- Identification of some medical conditions.
- Early intervention and management of medical conditions.
- Health statistics over the lifetime of career as a firefighter.
- Decreased risk of death, injury or disability from disease.
- Increased ability to cope with the physical and emotional stresses of firefighter duties.
- Heightened job performance and satisfaction.

3. General benefits for the employer

Supplementary to saving lives, improving performance and achieving compliance with Workplace Health and Safety legislation and Australian and international standards, it is anticipated that the health and fitness program will make a significant positive contribution to:

- the number and cost of worker's compensation and death and disability claims.
- payroll costs due to sick or injured workers.
- identification of negative health factors (work-related or other) for FRNSW.

4. Outcomes

- A healthy and fit workforce.
- Increased capacity to cope with the physical and psychological demands of firefighting.
- Decreased risk of injury, illness and disease, leading to a reduction in the number and cost of health related absences, workers compensation claims/premiums and Death and Disability claims.
- Compliance with relevant Work Health and Safety legislation and Australian Standards.
- Identification and analysis of trends for the purpose of developing firefighter specific health and safety interventions.

5. Focus Areas

- Support Program - Introduction of a comprehensive program designed to support firefighters in their efforts to improve personal health outcomes.
- Health and fitness checks - Introduction of a firefighter-specific health assessment program designed to identify significant health issues.

6. Principles

- Broad consultation with all stakeholders in the development and delivery of programs is critical to success.
- Collaboration with international, national and state initiatives is essential for a sustained and systematic approach to health promotion and injury/disease prevention.
- Linking relevant programs and taking a comprehensive/holistic approach to health promotion and injury/disease prevention will provide maximum impact.
- Long term 'capacity building' will prolong and multiply health gains for both firefighters and FRNSW.

7. Key Strategies

Infrastructure

Develop the physical and organisational infrastructure needed to implement program components. This includes support structure (e.g. health/fitness and return to work professionals), related systems and procedures (e.g. data management, pathways for rehabilitation), resources (e.g. educational materials).

Education

Increase awareness and understanding of general and firefighter-specific health issues and provide the necessary skills to take ownership of personal health outcomes. Focus on physical activity, nutrition, smoking cessation, occupational and environmental exposures, and critical incident stress as they relate to firefighter performance, mental health, injury prevention and chronic disease development (cardiovascular disease, cancer, diabetes, etc.).

Environments

Create work environments that promote and encourage healthy lifestyle behaviours (a ‘healthy’ organisational culture). Focus on provision of healthy lifestyle education.

Monitoring/Evaluation

Monitor health and fitness outcomes over time to determine efficacy of programs. Including broad surveys of lifestyle changes (e.g. physical activity patterns), monitoring of injury and illness trends, participation rates for health and fitness activities, and periodic health assessment and ‘Return to Work’ program outcomes.

8. Health Checks and Fitness Drills

Fitness Drills

- (a) The health and fitness program will include a compulsory fitness drill, commencing in January 2018, for all firefighters who may be called upon to perform operational firefighting duties in order to enhance their personal understanding of their functional capacity. The compulsory fitness drill will be subject to negotiation and agreement or, in the absence of agreement, determination by the Industrial Relations Commission (and the status quo will apply in the interim), but will be undertaken annually, locally and when on duty by not less than two firefighters utilising readily available operational equipment.
- (b) The annual fitness drill for retained firefighters will be considered and paid for as if it is a regular drill provided that attendance at the fitness drill will not count towards the 75% regular drill attendance requirement of subclause 22.1.2 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2024 and will be additional to the two regular drills per station, per month provision of subclause 12.10.2 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2024.

Health Checks

- (c) The health and fitness program will also include regular health checks for firefighters by the firefighter’s nominated medical practitioner in accordance with a health check pack.. Following implementation, the health check pack will remain subject to negotiation and agreement and it will be open to either party to refer any matter that is not agreed to the Industrial Relations Commission for determination and the status quo will apply in the interim. The health check pack will include the inherent requirements of the firefighter’s ordinary duties and the firefighter’s typical work environment(s), a template medical report and the tests to be conducted as part of the health check.
- (d) The implementation of the health and fitness checks will help to ensure:
 - that firefighters are medically and physically capable of performing their required duties;
 - that the risk of injury or illness is reduced through constant monitoring of health trends and the implementation of focussed health interventions;
 - that FRNSW satisfies its statutory obligations under all relevant legislation;
 - the provision of current and accurate health/medical information for the purposes of resource allocation and planning.

- (e) The health checks will include:
- Medical examination (primary focus on cardiovascular, respiratory and musculoskeletal systems);
 - Pathology testing (general health markers; e.g. lipid profile, blood glucose level);
 - Urinalysis;
 - Twelve lead ECG;
 - Cardiac Risk Profile (risk score based on Framingham study);
 - Spirometry (lung function), if recommended by the firefighter's nominated medical practitioner;
 - Vision;
 - Audiometry (hearing), if recommended by the firefighter's nominated medical practitioner;
 - Other medical assessments as indicated.
- (f) The health checks (which will commence not prior to 31 January 2019 and in respect of any commencement date, upon four weeks formal advance notice to the FBEU) will be arranged and undertaken by each firefighter within the twelve month period following their fourth anniversary of employment, and again within the twelve month period following their ninth anniversary of employment, and so on, so that health checks are undertaken at least once every five years up until the age of 60, at which age health checks will then be arranged and undertaken by each firefighter no more than three years after their last health check until the age of 67, at which age health checks will then be arranged and undertaken by each firefighter annually.
- (g) The pathology tests, urinalysis and 12 lead ECG testing will all be undertaken on referral by the independent occupational physician prior to the health check, which will then be conducted by a local medical practitioner nominated by the firefighter having regard to the most reasonable option in terms of practicality and cost. A nominated medical practitioner who recommends spirometry and/or audiometry testing but, is unable to conduct such test(s), may refer the firefighter. FRNSW will ensure that the health checks (including spirometry and audiometry referrals) and any consequent referrals required by FRNSW will be arranged and conducted without any cost to the firefighter.
- (h) Firefighters who attend a health check while off duty will be compensated for their attendance and travel expenses by way of a payment equivalent to 4% of the Award's deemed fortnightly salary for each such attendance, and unless transport is provided by FRNSW, payment at the Official Business rate for the actual return distance necessarily and reasonably travelled between the firefighter's normal residence or place of work and the location(s) of each health check.
- (i) The firefighter's nominated medical practitioner will forward their report on the firefighter's health check, together with the results, to both the firefighter and the independent occupational physician nominated by FRNSW. The independent occupational physician will in turn review the firefighter's health check results against the firefighters' health and fitness standard and the nominated medical practitioner's report and advise FRNSW that the firefighter is:
- fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
 - fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
 - temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
 - temporarily unfit to perform any FRNSW duties; or
 - permanently unfit to perform the firefighter's ordinary duties.
- (j) The independent occupational physician will provide no other information or advice to FRNSW concerning the firefighter's health and fitness without the firefighter's consent apart from such information regarding the specified requirements or restrictions as, in the professional opinion of the independent occupational physician, is necessary for the safe management of the firefighter. If the firefighter disagrees with the independent occupational physician's advice to FRNSW, then it will be open to the firefighter to seek a determination of their fitness for duty under clause 8.

- (k) Where a medical issue is identified during a health check, the health risk will be assessed against the inherent requirements of the firefighter's job (safety critical).
- (l) The results of the health checks will be collected and collated by an agreed independent third party and provided to both parties to allow them to assess and respond to firefighters' health risks.
- (m) FRNSW will not cover the cost of treatment for non-compensable injuries or illness. The treatment cost associated with compensable injuries or illness will be addressed through the Workers' Compensation system.

J. McDONALD, *Commissioner*

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CROWN EMPLOYEES (DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT) TECHNICAL STAFF AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 248582 of 2025)

Before Commissioner Webster

18 February 2026

AWARD

1. Delete clauses 1-3 of the award published 3 June 2022 (392 I.G. 21) and insert in lieu thereof following:

1. Title

This Award will be known as the Crown Employees (Department of Primary Industries and Regional Development) Fisheries Employees Award.

2. Parties to the Award

This Award is binding upon the Industrial Relations Secretary and the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

3. Definitions

"AFMA" means the Australian Fisheries Management Authority

"Association" or "Union" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

"Department" means the Department of Primary Industries and Regional Development as established under Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.

"Employees" means and includes all persons employed on an ongoing full time, ongoing part time or temporary basis under the provisions of the *Government Sector Employment Act 2013*, who, on the operative date or during the period of operation of this award, are assigned to a role to perform the duties and roles of the former NSW Fisheries within the Department, except for Fisheries Technicians and Hatcheries Staff to which the Crown Employees (Department of Primary Industries and Regional Development) Technical Staff Award 2025 applies.

"Employer" means the Industrial Relations Secretary, or as otherwise defined in s 49(1) of the *Government Sector Employment Act 2013*.

"FFPP" means the first full pay period.

"Secretary" means the Secretary of the Department of Primary Industries and Regional Development established under the *Government Sector Employment Act 2013*.

2. Delete paragraphs (b) and (c) of subclause (i) of clause 4, Salaries.
3. Delete the words "Managers and Assistant Managers at hatcheries" in subclause (a) and the entire subclause (c) of clause 6, Hours of Work and Working Hours Arrangements.

4. Delete the second paragraph of subclause (b) and delete the words "or located at Trout Hatcheries" in subclause (c) of clause 7, Housing.
5. Delete the year "2021" and insert in lieu thereof "2024" in subclause (a) of clause 15, Area, Incidence and Duration.
6. Delete subclauses (b) and (c) of clause 15, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (b) This Award will apply to all employees assigned to roles that can be identified as a responsibility of the former NSW Fisheries in the Department of Regional NSW, except for Fisheries Technicians and Hatchery Staff to which the Crown Employees (Department of Primary Industries and Regional Development) Technical Staff Award 2025 applies.
 - (c) The changes made to the Award take effect on and from [date].
7. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1.07.2025

Administrative and Clerical Officers	Common Salary Point		First full pay period after 1.7.2025 Yearly Rate \$
General Scale -			
Year 1	9		50,117
Year 2	17		57,658
Year 3	25		62,855
Year 4	32		66,799
Year 5	40		71,777
Fisheries Officers - Clause 4(i)(a) 13.7% Salary Loading		Base Salary Yearly Rate First Full Pay Period on or after 1.7.2025 (4% increase) \$	13.7% Loaded Salary Yearly Rate \$
Grade 1 -			
Year 1	52	80,129	91,107
Grade 2			
Year 1	58	84,659	96,257
Year 2	64	89,935	102,256
Grade 3 -			
Year 1	64	89,935	102,256
Year 2	67	92,700	105,400
District Fisheries Officer -			
Year 1	78	103,089	117,212
Year 2	85	110,270	125,377
Supervising Fisheries Officer -			
Year 1	101	129,464	147,201
Year 2	104	133,105	151,340
Senior Manager -			
Year 1		179,935	
Year 2		197,314	

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	FFPP after 1.7.2025 (3% Increase) Amount \$
1	5(c)	Freezer Inspection Allowance	30.00 for each inspection, for each vessel, for each day
2	5(d)	Regional Dive Coordinator	2,568 p.a.
3	5(e)	Regional Dive Officer	1,803 p.a.
4	6(b)	Fisheries Officer - meal allowance where the second break is taken	32.50

8. Delete Attachment A in its entirety and rename existing Attachment B to read as Attachment A.
9. This variation will take effect on and from 18 February 2026.

J. WEBSTER, *Commissioner*

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CROWN EMPLOYEES (RESEARCH SCIENTISTS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 102774 of 2026)

Before Senior Commissioner Constant

24 March 2026

VARIATION

1. Delete all references to the "Public Service Commissioner", wherever it appears in the Award and insert in lieu thereof the words "NSW Chief Scientist and Engineer", of the award published 3 December 2021 (391 I.G. 258).
2. Delete the definition of "Public Service Commissioner" in clause 2, Definitions.
3. Delete first paragraph of subclause (b) of clause 11, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (b) This award is made following a variation under section 17 of the *Industrial Relations Act* 1996 and rescinds and replaces the *Crown Employees (Research Scientists) Award 2007* published 3 December 2021 (391 I.G. 258), as varied.
4. Delete Table 1 - Salaries of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Salaries

Salaries for classifications covered by this Award are adjusted by the *Crown Employees (Public Sector - Salaries 2024) Award* (or its replacement) and are found in the salary tables attached to that award

Classification Levels	Rates of pay as at the first full pay period on or after 1.7.23 Per annum 4% \$	Rates of pay as at the first full pay period on or after 1.7.24 Per annum 4% \$	Rates of pay as at the first full pay period on or after 1.7.25 Per annum 3% \$	Rates of pay as at the first full pay period on or after 1.7.26 Per annum 3% \$
Research Scientist -				
1st year of service	103,863	108,018	111,259	114,597
2nd year of service	109,194	113,562	116,969	120,478
3rd year of service	114,937	119,534	123,120	126,814
4th year of service	119,699	124,487	128,222	132,069
Efficiency Barrier				
5th year of service	125,521	130,542	134,458	138,492
6th year of service	130,616	135,841	139,916	144,113
7th year of service	135,775	141,206	145,442	149,805
Senior Research Scientist -				
1st year of service	138,427	143,964	148,283	152,731
2nd year of service	142,579	148,282	152,730	157,312
3rd year of service	146,966	152,845	157,430	162,153
Efficiency Barrier				
4th year of service	151,509	157,569	162,296	167,165
5th year of service	156,464	162,723	167,605	172,633

Principal Research Scientist -				
1st year of service	161,663	168,130	173,174	178,369
2nd year of service	165,361	171,975	177,134	182,448
3rd year of service	169,560	176,342	181,632	187,081
Senior Principal Research Scientist -				
1st year of service	181,784	189,055	194,727	200,569
2nd year of service	195,007	202,807	208,891	215,158
Efficiency Barrier				
3rd year of service	211,623	220,088	226,691	233,492

5. This variation will take effect from the first full pay period on or after 24 March 2026.

N. CONSTANT, *Senior Commissioner*

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(1944)

SERIAL C10131

**HEALTH EMPLOYEES' TECHNICAL OFFICER TO HOSPITAL
SCIENTIST CONVERSION INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Secretary, NSW Ministry of Health.

(Case No. 59918 of 2025)

Before Commissioner McDonald

1 September 2025

VARIATION

1. Delete Schedule A - Employees Determined to be Hospital Scientists, of the award published 14 October 2024 (396 I.G. 1023) and insert in lieu thereof the following:

SCHEDULE A - EMPLOYEES DETERMINED TO BE HOSPITAL SCIENTISTS

Name	Date of decision
Evonne Keryakous	1 September 2025

2. This variation will take effect from 1 September 2025.

J. McDONALD, *Commissioner*

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(1944)

SERIAL C10132

**HEALTH EMPLOYEES' TECHNICAL OFFICER TO HOSPITAL
SCIENTIST CONVERSION INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Secretary, NSW Ministry of Health.

(Case No. 59706 of 2025)

Before Commissioner McDonald

2 April 2026

VARIATION

1. Delete Schedule B - Employees Determined to be Technical Officers, of the award published 14 October 2024 (396 I.G. 1023) and insert in lieu thereof the following:

SCHEDULE B - EMPLOYEES DETERMINED TO BE TECHNICAL OFFICERS

Name	Date of decision
Sinead Davidson	2 April 2026
Nilay Shah	2 April 2026

J. McDONALD, *Commissioner*

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(008)

SERIAL C10123

NSW AMBULANCE PARAMEDICS (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Secretary, NSW Ministry of Health.

(Case No. 280353 of 2025)

Before Commissioner McDonald

5 February 2026

VARIATION

1. Insert after 5(i)(ii)(1) of clause 5, Work Levels, of the award published 19 January 2024 (396 I.G. 438) the following new subparagraph:
 - (2) Clinical Support Paramedic means an employee who has successfully completed the requirements to be a Paramedic and who has successfully completed the requirements for and is appointed to a Clinical Support Paramedic position.
2. This variation will take effect on and from 16 February 2026.

J. McDONALD, *Commissioner*

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(1559)

SERIAL C10120

ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport for New South Wales.

(Case No. 489360 of 2025)

Before Commissioner Webster

23 December 2025

VARIATION

1. Delete the arrangement of the award published 20 March 2020 (387 I.G. 318) and reprinted 24 November 2023 (395 I.G. 1303) and insert the following:

Arrangement**PART A - CORE CONDITIONS****SECTION 1 - APPLICATION AND OPERATION**

Clause No.	Subject Matter
------------	----------------

- | | |
|----|------------------------------|
| 1. | Title |
| 2. | Parties Bound |
| 3. | Definitions |
| 4. | Area, Incidence and Duration |
| 5. | No Extra Claims |
| 6. | Anti-Discrimination |
| 7. | Work Health & Safety |

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

- | | |
|-----|---------------------------|
| 8. | Employment Categories |
| 9. | Apprentices and Trainees |
| 10. | Employment Obligations |
| 11. | Probationary Period |
| 12. | Termination of Employment |
| 13. | Secure Employment |
| 14. | Local Arrangements |

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

- | | |
|-----|-----------------|
| 15. | Hours of Work |
| 16. | Accrued Day Off |
| 17. | Meal Breaks |
| 18. | Tea Break |
| 19. | Shift Work |
| 20. | Overtime |
| 21. | Recall to Work |

SECTION 4 - WAGES, ALLOWANCES AND RELATED MATTERS

- | | |
|-----|------------------|
| 22. | Payment of Wages |
|-----|------------------|

- 23. Rates of Pay
- 24. Allowances
- 25. Higher Duties
- 26. On-call Allowance
- 27. Fares & Travel
- 28. Payment For Time Spent Travelling (excluding Distant Work)
- 29. Distant Work
- 30. Clothing
- 31. Tools & Amenities

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

- 32. General Provisions
- 33. Annual Leave
- 34. Long Service Leave (Extended Leave)
- 35. Sick Leave
- 36. Special Sick Leave
- 37. Parental Leave
- 37A. Leave related to miscarriage and fertility treatment
- 38. Domestic and Family Violence Leave
- 38A. Leave for employees providing support to people experiencing domestic and family violence
- 39. Family and Community Service Leave
- 40. Study and Examination Leave
- 41. Military Leave
- 42. Special Leave
- 43. Public Holidays

SECTION 6 - COMMUNICATION AND CONSULTATION

- 44. Consultation
- 45. Grievance and Dispute Resolution
- 46. Disputes Relating to Work Health and Safety
- 47. Union Contributions
- 48. Union Representatives

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

- 49. Sydney Harbour Bridge Maintenance Employees
- 50. Traffic Signals Employees
- 51. Traffic Emergency Patrollers
- 52. Tow Truck Employees

PART B - PAY RATES AND ALLOWANCES

- Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)
- Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)
- Table 3 - Rates of Pay, Broken Hill Workshop Employees Only
- Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)
- Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

APPENDIX A - Workplace Reform

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

2. Delete subclause 4.2 in clause 4 Area, Incidence and Duration:
- 4.2 This Award shall commence from 1 July 2019 and shall have a nominal expiry date of 30 June 2028. This Award remains in force until varied or rescinded, the period of which it was made already having expired.
3. Delete clause 5 No Extra Claims and insert the following:

5. No Extra Claims

- 5.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will 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 the 30 June 2028 unilaterally made by a party to this Award unless otherwise agreed by the parties.
- 5.2 This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to 30 June 2028.
4. Delete subclause 23.1 in clause 23 Rates of Pay and insert the following:
 - 23.1 The rates of pay in this Award are set out in Table 1, Part B, of this Award. The pay rates outlined in Table, Part B, incorporate the following wage increases:
 - (a) 3.5% from the first full pay period to commence on or after 1 July 2025
 - (b) 3.5% from the first full pay period to commence on or after 1 July 2026
 - (c) 3.0% from the first full pay period to commence on or after 1 July 2027.
5. Delete paragraph (a) of subclause 24.1 of clause 24, Allowances, and insert in lieu thereof the following:
 - 24.1 Operative dates and future increases in other rates and allowances
 - (a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, will increase by the rates set out in 23.1 from the specified effective first full pay periods set out in 23.1.
6. Insert in clause 24, subclause 24.8 Long/wide load allowance the following new paragraph:
 - (c) Truck Drivers required to drive a truck with a modular boom spray attachment for the purpose of weed spraying shall be entitled to the payment of an allowance set out in 24.8 (a) above.
7. Delete clause 37 Maternity Leave, clause 38 Adoption Leave, clause 39 Parental Leave and clause 40 Other matters relating to Maternity, Adoption and Parental Leave, and insert new clause 37 Parental Leave:

37. Parental Leave

The following table summarises the entitlements in this section. This table must be read with the relevant clauses. If there are inconsistencies, the provisions in the relevant clause will prevail.

Summary of parental leave provisions			
Leave	Paid leave	Unpaid leave	Total leave
Parental Leave	14 weeks for a parent with caring responsibility associated with the birth, adoption, altruistic surrogacy or ongoing placement arrangement of a child	38 weeks	52 weeks
Bonus Paid Parental Leave	2 weeks for single parents or when both parents have taken any Paid Parental Leave offered by their employees		2 weeks
Special Pre-Term Birth Leave	From birth to the end of 36 weeks' gestation for the parent with the caring responsibility of a child born before 37 weeks, then revert to full-term parental leave provisions		From birth to the end of 36 weeks
Leave for a Stillbirth (the birth of a baby without signs of life, at 20 or more completed weeks or where a child dies shortly after birth)	14 weeks for the employee who gave birth 2 weeks for an employee whose partner gave birth		14 weeks for the employee who gave birth 2 weeks for an employee whose partner gave birth
Requests to extend leave or return part time		52 weeks	52 weeks

37.1 Definitions

For the purpose of this clause:

- (a) “Altruistic Surrogacy” means a surrogacy arrangement as defined in the *Surrogacy Act* 2010 (NSW) and must not be a commercial surrogacy arrangement.
- (b) “De facto partner” means a person who is the employee’s partner and lives with them on a genuine domestic basis but is not legally married to the employee.
- (c) “Caring responsibility” means a person who meets the child’s physical needs, including feeding, dressing, bathing and otherwise supervising the child.
- (d) “Child” means:
 - (i) For birth-related leave, a child (or children from a multiple birth) of the employee, employee’s partner or employee’s legal surrogate.
 - (ii) For adoption-related leave, a child (or children) who the employee or the employee’s partner will adopt and is not the employee or employee’s partner’s child. The child (or children) is or will be under 18 years of age.
 - (iii) For ongoing placement arrangement-related leave, a child (or children) under 18 years, placed in the permanent care of the employee or the employee’s partner.
- (e) “Confirmation of placement letter” means a letter from the Department of Communities and Justice (DCJ) or their accredited designated agency that:

- (i) confirms the employee is an authorised foster carer or relative/kinship carer who is or will be providing continuous care on an ongoing basis for a child or young person who is subject to a legal order allocating parental responsibility to the Minister; or
 - (ii) confirms the employee is an authorised relative/kinship carer, authorised foster carer or other suitable person who is or will be providing continuous care on an ongoing basis for a child or young person for whom they hold parental responsibility under a legal order, including a guardianship order; and
 - (iii) confirms the start date of the placement.
- (f) Fertility treatment” means any of the following assisted reproductive technology treatments as defined in the *Assisted Reproductive Technology Act 2007* (NSW) including but not limited to:
- (i) intrauterine insemination (IUI)
 - (ii) in-vitro fertilisation (IVF)
 - (iii) intracytoplasmic sperm injection (ICSI)
 - (iv) Ovulation induction (OI).
- (g) “Full-term birth” means the birth of a live child from 37 weeks.
- (h) “Legal order” means an order made by the Children’s Court of NSW under the *Children and Young Persons (Care and Protection) Act 1998* (NSW) including:
- (i) Parental Responsibility to the Minister (PRM), Relative/Kin (PRR) or Non-Relative (PNR) Interim Orders;
 - (ii) Short Term Court Order (STCO) allocating parental responsibility to the Minister, Relative/Kin or Non-Relative for a period of at least 12 months;
 - (iii) Parental Responsibility to the Minister (PRM), Relative/Kin (PRR) or Non-Relative (PNR) Long Term Care to 18 years Final Order; or
 - (iv) Guardianship Order.

For the purposes of this definition, a legal order made by the *Federal Circuit and Family Court of Australia under the Family Law Act 1975* (Cth) includes a final order allocating parental responsibility to relative/kin or suitable person to 18 years provided that the Department of Communities and Justice intervened as a party to the proceedings and the employee is an authorised carer eligible for the out-of-home care carer allowance.

- (i) “Legal surrogate” means the birth mother in a surrogacy arrangement as defined in the *Surrogacy Act 2010* (NSW).
- (j) “Miscarriage” means a pregnancy that ceases before 20 weeks or where the number of weeks is unknown, or the baby weighed less than 400g.
- (k) “Ongoing placement arrangement” means the placement of a child or young person who is subject to a legal order of the Children’s Court of NSW or Federal Circuit and Family Court of Australia with an authorised foster carer, authorised relative/kinship carer or suitable person on an ongoing basis. Ongoing placements do not include informal arrangements or emergency, respite care or short-term care with a specified end date.
- (l) “Partner” means a spouse, de facto partner, former spouse or former de facto partner.
- (m) “Pre-term birth” means the birth of a live child before 37 weeks.

- (n) “Stillbirth” means the birth of a baby without signs of life, at 20 or more completed weeks or where a child dies shortly after birth.

37.2 Paid Parental Leave

- (a) Employees are entitled to up to 14 weeks Paid Parental Leave if:
 - (i) they have or will have completed at least 40 weeks continuous service at the expected date of birth, adoption, altruistic surrogacy or ongoing placement, and
 - (ii) they have or will have caring responsibility for the child (or children), or
 - (iii) the employee is a legal surrogate and has or will have completed at least 40 weeks continuous service at the expected date of birth.
- (b) Paid Parental Leave must be taken within 24 months of the date of birth, adoption or altruistic surrogacy or ongoing placement.
- (c) Pregnant employees may start Paid Parental Leave up to 9 weeks before their expected date of birth.
- (d) Employees who are eligible for paid parental leave in accordance with subclause 28.2 (a) are entitled to an additional two weeks of Bonus Paid Parental Leave where both parents have exhausted any paid parental leave offered by their employer.
- (e) Employees who are single parents or whose partners do not have access to employer paid parental leave will be eligible for the full two weeks of bonus paid parental leave.
- (f) An employee is entitled to Bonus Paid Parental Leave, where it can be demonstrated that their partner:
 - (i) has or will have exhausted the paid parental leave provided by their employer, or
 - (ii) has no access to employer paid parental leave.
- (g) A maximum of two employees (if both are working in the NSW Government Sector) can access Paid Parental Leave under this clause per birth, adoption, altruistic surrogacy or ongoing placement arrangement except in the event of an altruistic surrogacy where three employees (two intended parents and one surrogate are all employed in the NSW Government Sector) will be entitled to access Paid Parental Leave.
- (h) Where an employee takes paid parental leave in respect of an ongoing placement arrangement and later adopts, becomes the legal guardian or cares for the child (or children) or young person/s under a different legal order, the employee is not entitled to access a further period of paid parental leave in connection with the adoption, guardianship order or other legal order of the same child (or children).
- (i) In the event that an ongoing placement arrangement ceases, and the employee no longer has responsibility for the care of the child/children, the employee must notify the employer as soon as practicable. At the cessation of an ongoing placement, the remaining period of paid parental leave ceases. The employer and employee should discuss alternative leave arrangements and/or a return-to-work date.

37.3 Unpaid Parental Leave

- (a) In addition, an employee is entitled to unpaid parental leave where:

- (i) the employee, their partner or their legal surrogate gives birth; or the employee or their partner adopts; or the employee or their partner have a child placed in the care of the employee or their partner as part of an ongoing placement arrangement, and
 - (ii) the employee has or will have responsibility for the care of the child that is born, adopted or placed in an ongoing placement arrangement, or
 - (iii) the employee is a legal surrogate who gives birth.
- (b) Subject to this clause the employee shall be entitled to be granted unpaid parental leave as follows:
 - (i) For a pregnant employee, a period up to 9 weeks prior to the expected date of birth; and
 - (ii) For all eligible employees, a further period of up to 12 months after the actual date of birth.
- (c) An employee on parental leave does not have to return to work to access a further period of parental leave.
- (d) Where an employee combines paid and unpaid parental leave, the total period of parental leave taken cannot exceed 12 months except where an employee has applied to extend their period of unpaid parental leave under subclause 28.6.

37.4 Calculation of Paid Parental Leave

- (a) Paid Parental Leave including bonus parental leave is calculated at the employee's ordinary rate of pay at the time they take leave.
- (b) Paid Parental Leave may be paid:
 - (i) in advance as a lump sum;
 - (ii) fortnightly as normal;
 - (iii) fortnightly at half pay; or
 - (iv) as a combination of full and half pay.
- (c) A full-time employee who is on part-time leave without pay when they start parental leave is paid:
 - (i) at the full-time rate if they began part-time leave 40 weeks or less before starting parental leave; or
 - (ii) at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements during the 40 weeks; or
 - (iii) at the rate based on the average number of weekly hours worked during the 40-week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.
- (d) An employee who commences a subsequent period of parental leave for another child within 24 months of commencing an initial period of parental leave will be paid:
 - (i) at the full-time or part-time rate, they received before starting the initial leave if they have not returned to work; or

- (ii) at a rate based on the hours worked before they took the initial leave if they have returned to work and reduced their hours during the 24-month period; or
- (iii) at a rate based on the hours worked before the subsequent period of leave if they have returned to work and not reduced their hours.

37.5 Concurrency of Paid Parental Leave

Employees can take all Paid Parental Leave concurrently except in circumstances where both parents are employed at the same workplace and operational requirements may prevent concurrent leave. In these instances, employees may take up to four weeks Paid Parental Leave concurrently with their partner. Employees may request to take more than four weeks Paid Parental Leave concurrently with their partner in accordance with subclause 28.6.

37.6 Flexibility for taking Paid Parental Leave

- (a) An employee may request to use their Paid Parental Leave entitlement in ways other than a single continuous period. RMS will consider this request based on operational requirements and the employee's personal and family circumstances.
- (b) Employees in the same NSW Government Sector workplace may also request to take more than four weeks of parental leave concurrently.
- (c) RMS may refuse a request on reasonable grounds based on the effect on the workplace including but not limited to:
 - (i) that the new working arrangements requested would be too costly for the business;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
 - (iv) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity; or
 - (v) that the new working arrangements requested would be likely to have a significant negative impact on customer service.
- (d) RMS will consider and respond to the request in writing within 21 days.
- (e) If RMS agrees to the employee's request to use their Paid Parental Leave entitlement in ways other than a single continuous period, the leave period must not extend beyond 24 months of the date of birth, adoption, altruistic surrogacy or ongoing placement of the child. Any public holidays that fall during the leave will not extend the period of leave.

37.7 Other accrued leave in conjunction with parental leave

- (a) An employee may take available recreation leave or extended leave during the parental leave period as long as it does not extend the total period of parental leave.
- (b) An employee may take available recreation leave at half pay with parental leave provided that:
 - (i) recreation leave at half pay is taken within the period of parental leave;
 - (ii) the total period of parental leave is not extended beyond 24 months by the taking of recreation leave at half pay;

- (iii) the half-pay leave is converted to the full-time equivalent and treated as such for the purpose of accruing further recreation, extended and other leave at the full-time rate.

37.8 Pregnancy related illness and alternative duties

- (a) A pregnant employee who is sick during their pregnancy may take available paid sick leave, accrued recreation or extended leave, or sick leave without pay.
- (b) If a pregnant employee finds it difficult to perform their normal duties or there is a risk to their health or that of the unborn child, RMS must consult with the employee and take all reasonable steps to arrange safer alternative duties or adjustments.
- (c) Safer alternative duties or adjustments include but are not limited to:
 - (i) having flexible working arrangements for when and where the employee performs their duties;
 - (ii) changing duties temporarily;
 - (iii) retraining;
 - (iv) multiskilling;
 - (v) redesigning their role.
- (d) If a pregnant employee gives the employer evidence that the employee is fit for work, but that it is inadvisable for the employee to continue in the employee's normal duties, and safe alternative duties or adjustments cannot reasonably be provided, RMS must grant the employee paid no safe job leave until the end of the risk period, end of the employee's pregnancy or expected commencement of parental leave, whichever is the earliest.

37.9 Further periods of parental leave

- (a) When an employee, their partner or their legal surrogate gives birth; or the employee or their partner adopts; or the employee or their partner have a child placed in the care of the employee or their partner as part of an ongoing placement arrangement while on parental leave, the employee is entitled to a further period of parental leave.
- (b) At the commencement of the new period of parental leave, any remaining unpaid parental leave from the former birth, adoption or ongoing placement arrangement ceases.
- (c) Any remaining paid parental leave from the former birth, adoption or ongoing placement arrangement may be retained but must be taken within 24 months of the former date of birth, adoption or altruistic surrogacy or placement of a child or children.

37.10 Leave for a pre-term birth

- (a) When an employee or their partner has a pre-term birth (before 37 weeks), the parent with caring responsibility is entitled to paid Special Pre-Term Parental Leave. This applies from the date of birth to the end of 36 weeks. Where both parents are NSW Government Sector employees, only one parent may access the leave.
- (b) An employee is entitled to paid special pre-term parental leave if they have or would have, if not for the pre-term birth, completed 40 weeks continuous service at the expected date of birth.
- (c) Paid Special Pre-Term Parental Leave starts from the date of the pre-term birth at full pay and the employee must take it in one continuous block up to the end of 36 weeks.

- (d) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, special pre-term birth parental leave will cease, and an employee may commence parental leave in accordance with subclauses 28.2 and 28.3.
- (e) Where a pre-term child dies during a period of paid Special Pre-Term Parental Leave, the rest of that leave is replaced by up to 14 weeks' Paid Parental Leave in accordance with subclause 28.2.
- (f) Employees cannot take paid Special Pre-Term Leave concurrently with any other form of leave.
- (g) When accessing paid Special Pre-Term Parental Leave, the employee must notify RMS as soon as practicable of:
 - (i) the amount of leave required; and
 - (ii) which other types of leave (if any) will follow the period of Special Pre-Term Parental Leave, including all paid and unpaid leave that employees propose to take, have applied for, or will take.
- (h) To access paid Special Pre-Term Parental Leave, the employee may need to provide evidence, such as:
 - (i) a medical certificate showing the expected date of birth; or
 - (ii) a statutory declaration or medical certificate confirming caring responsibility; or
 - (iii) a medical certificate or a birth certificate showing the child's actual date of birth.

37.11 Leave for a stillbirth

- (a) An employee who gives birth to a stillborn child has access to paid parental leave in accordance with subclause 28.2 or may elect to take available sick leave.
- (b) Where an employee's partner gives birth to a stillborn child the employee can access two weeks Paid Parental Leave.

37.12 Leave prior to an adoption

- (a) In addition to the paid parental leave available at subclause 28.2, an employee seeking to adopt a child is entitled to up to two days unpaid special adoption leave to attend interviews or examinations as are necessary as part of the adoption process.
- (b) An employee may also use accrued leave entitlements or flexible working arrangements to attend interviews or examinations. This includes recreation leave, extended leave and where applicable, family and community service leave.

37.13 Right to request extension of unpaid parental leave and part-time return to work

- (a) To assist employees with parental responsibilities, an employee who has been granted parental leave in line with subclause 28.2, Paid Parental Leave, can apply to RMS to:
 - (i) extend Unpaid Parental Leave for a further continuous leave period of up to 12 months provided the unpaid parental leave does not extend beyond 24 months from the birth, adoption or ongoing placement of the child; and/or
 - (ii) return from full-time parental leave to work part time until the child reaches school age (including the option to return to work on part-time leave without pay).

- (b) An employee intending to apply to return from parental leave part time must write to RMS as soon as practicable. An employee can give notice at any time up to four weeks before their proposed return or extension of leave, or later if RMS agrees.
- (c) RMS will consider the request and the employee's circumstances and respond in writing. RMS can only refuse the request on reasonable grounds based on the effect on the workplace or RMS's business. This could include:
 - (i) that the new working arrangements requested would be too costly for the business;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
 - (iv) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity; or
 - (v) that the new working arrangements requested would be likely to have a significant negative impact on customer service.
- (d) An employee on parental leave may change the period of leave once without the consent of RMS by providing at least 14 days' notice in writing. Further changes may be made with the consent of RMS.
- (e) An employee who has returned to full-time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert to unpaid parental leave. This may be done once only, by providing a minimum of 4 weeks' notice (or less if RMS agrees).

37.14 Returning to work

- (a) An employee has the right to return to their former role if they have taken parental leave or returned to work part-time under right to request provisions, and they immediately resume duty after the approved leave or part-time work arrangement.
- (b) If the role occupied by the employee immediately prior to the taking of 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 will be appointed to a role of the same grade and classification as the employee's former position.
- (c) An employee does not have the right to their former role if they return to work part time. If RMS approves an employee to return to work part time, the employee will be appointed to a role of the same grade and classification as their former role.

37.15 Notice requirements

- (a) RMS must inform employees of their entitlements and obligations under this section when it is made aware that an employee or their partner is pregnant, expecting a child through an altruistic surrogacy arrangement, is having a child placed with them as part of an ongoing placement arrangement or is adopting a child.
- (b) An employee who is an intended parent in an altruistic surrogacy arrangement must notify RMS at least 8 weeks before the expected due date. The employee must give RMS a copy of the pre-conception surrogacy altruistic surrogacy agreement. This agreement is provided for in the *Surrogacy Act 2010* and can be redacted as necessary to protect non-employees' privacy.
- (c) To access parental leave, an employee must give RMS written notice, eight weeks or as soon as practicable, before the expected start of their parental leave, of:

- (i) their intention to take leave; and
 - (ii) the child's expected date of birth, adoption, altruistic surrogacy or ongoing placement; and
 - (iii) the employee's role as carer of their child for the parental leave period.
- (d) At least four weeks before the expected commencement of parental leave, the employee must advise RMS of:
 - (i) the date they intend to start parental leave; and
 - (ii) the date they expect to return to work.
- (e) Once an employee or their partner gives birth, they must notify RMS of the date of birth as soon as convenient.
- (f) If an employee changes their intentions because of a pre-term birth or stillbirth, they must notify RMS as soon as practicable.
- (g) Before and during Paid Parental Leave, an employee must notify RMS of any changes to their circumstances that might affect their eligibility for this leave as soon as possible.

37.16 Evidence requirements

- (a) To access Paid Parental Leave, the employee must provide evidence of the birth, adoption, altruistic surrogacy or ongoing placement arrangement:
 - (i) for a birth related leave, a medical or birth certificate showing the child's expected or actual date of birth;
 - (ii) for adoption related leave, an integrated birth certificate or certificate of adoption;
 - (iii) for altruistic surrogacy related leave, the provision of documentary evidence of the altruistic surrogacy agreement and a statutory declaration advising of the intention to make application for a parentage order as required under the *Surrogacy Act* 2010. A copy of the parentage order (redacted as needed) does not need to be provided before accessing Paid Parental Leave if the order is not available before that time but must be provided as soon as it is obtained;
 - (iv) for an ongoing placement arrangement, a confirmation of placement letter provided by the Department of Communities and Justice, or their accredited designated agency as defined in 28.1(e). A copy of the legal order as defined in 28.1(h) (redacted as needed) does not need to be provided before accessing Paid Parental Leave if the order is not available before that time but must be provided as soon as it is obtained.
- (b) To access bonus paid parental leave, RMS may require evidence of this such as:
 - (i) documents from the partner's employer; or
 - (ii) a statutory declaration from the employee.

37.17 Communication requirements

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, RMS will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and

- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform RMS of any significant matter that will affect the employee's decision about:
 - (i) the duration of parental leave;
 - (ii) whether they intend to return to work; and
 - (iii) whether they intend to request to return to work part time.
- (c) The employee will notify RMS of any changes to their address and contact details which may affect the Employer's

8. Insert a new clause 37A, Leave Related to Miscarriage and Fertility Treatment

37A. Leave Related to Miscarriage and Fertility Treatment

37A.1 Leave for a miscarriage

- (a) When an Employee Or Their Partner Miscarries, the Employee is Entitled to One Week of Paid Special Miscarriage Leave on Each Occasion a Pregnancy Ceases By Way of Miscarriage.
- (b) Paid Special Miscarriage Leave starts from the date of miscarriage. The employee must take this leave in one continuous block before they can take any other leave.
- (c) When accessing paid Special Miscarriage Leave, the employee must notify RMS as soon as reasonably practicable of:
 - (i) the amount of leave required; and
 - (ii) the anticipated date of return to duty.
- (d) To access paid Special Miscarriage Leave an agency may request evidence, such as:
 - (i) a medical certificate; or
 - (ii) an early loss certificate from the NSW Registry of Births, Deaths and Marriages.

37A.2 Leave for fertility treatment

- (a) Employees can take up to one week of paid Special Fertility Treatment Leave each calendar year to undergo fertility treatment. This includes related medical appointments and travel required to access treatment.
- (b) Special Fertility Treatment Leave does not accumulate, and employees may take it in:
 - (i) part days
 - (ii) single days
 - (iii) consecutive days.
- (c) Paid Special Fertility Treatment Leave is not available to the partner of the person undergoing fertility treatment.

- (d) When accessing paid Special Fertility Treatment Leave, the employee must notify RMS as soon as is reasonably practicable of:
 - (i) the amount of leave required, and
 - (ii) when they expect to return to work.
- (e) To access paid Special Fertility Treatment Leave, the employee may need to provide a medical certificate that confirms the treatment.

8. Insert new clause 38 Domestic and Family Violence Leave:

38. Domestic and Family Violence Leave

38.1 Definitions

For the purpose of this clause:

- (a) “Domestic violence” is any behaviour in an intimate, family or domestic relationship, which is violent, threatening, coercive, controlling or causes a person to live in fear for their own or someone else’s safety. It may be a pattern of ongoing controlling or coercive behaviour.
- (b) An “intimate relationship” refers to people who are or have been in an intimate partnership, whether or not the relationship involves or has involved a sexual relationship, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
- (c) A “family relationship” has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
- (d) Examples of behaviours that constitute domestic and family violence include but are not limited to:
 - (i) physical and sexual violence;
 - (ii) verbal abuse;
 - (iii) emotional or psychological abuse;
 - (iv) stalking and intimidation;
 - (v) technology facilitated abuse;
 - (vi) social and geographical isolation;
 - (vii) financial abuse;
 - (viii) cruelty to pets;
 - (ix) damage to property; or
 - (x) threats to be violent in the above ways.

38.2 Employees, including casual employees, are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.

- 38.3 Paid domestic and family violence leave is not pro-rata for part-time or casual employees.
- 38.4 Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an employee must take in a day.
- 38.5 Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
- (a) seeking safe accommodation or establishing safety;
 - (b) attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - (c) attending court and other legal proceedings relating to their experience of domestic and family violence;
 - (d) organising alternative care or education arrangements for their children or person(s) in their care;
 - (e) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
 - (f) any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- 38.6 Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise their employer of the need to take domestic and family violence leave as soon as possible.
- 38.7 The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- 38.8 The employer should only require evidence of the occurrence of domestic and family violence in exceptional circumstances and should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.
- 38.9 Evidence of the occurrence of domestic and family violence may include:
- (a) a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - (b) a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - (c) a medical certificate;
 - (d) a statutory declaration by the employee experiencing domestic and family violence; or
 - (e) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- 38.10 Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.
- 38.11 The intent of paid domestic and family violence leave is to provide employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave.
- 38.12 Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.

- 38.13 Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, “Rostered” means the employer has offered specific hours of work and the casual employee has accepted that offer.
- 38.14 Employers must keep personal information about domestic and family violence (including information about support provided by the employer) confidential. This includes not recording instances of or information about domestic and family violence leave on:
- (a) payslips,
 - (b) the employee’s personnel file, or
 - (c) rosters.
- 38.15 Any information regarding an employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the employee’s consent, a relevant senior manager.
- 38.16 Employers must not take adverse action against an employee because they:
- (a) have experienced, or are experiencing, domestic and family violence;
 - (b) use the paid domestic and family violence leave provisions; or
 - (c) are a casual employee who declines to take a shift they are not rostered for because they are attending to a matter connected *with domestic and family violence at that time*.
- 38.17 The employer will provide support to an employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.
- 9 Insert new clause 38A Leave for employees providing support to people experiencing domestic and family violence:

38A. Leave for employees providing support to people experiencing domestic and family violence

- 38A.1 Employees providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria are met, access existing Family and Community Service Leave entitlements consistent with clause 27 of this award.
- 38A.2 The “family” or “household” member that the employee is providing care and support to must meet the definition of these terms as defined in clause 27.
- 38A.3 If the employer needs to establish the reasons for an employee accessing existing leave entitlements under these provisions, the employee may be required to provide evidence consistent with subclause 26.1 of this award or any other form of evidence that is considered acceptable by the employer such as a statutory declaration.
- 38A.4 Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee’s personnel file.
10. Insert a new clause 39, Family and Community Service Leave

39. Family and Community Service Leave

- 39.1 In this clause, “Family Member” in relation to an Employee means the Employee’s:
- (a) spouse;

- (b) de facto partner;
 - (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - (d) parent (including a foster parent or legal guardian);
 - (e) grandparent or grandchild;
 - (f) sibling (including the sibling of a spouse or de facto partner);
 - (g) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means a family group living in the same domestic dwelling.
- 39.2 RMS may grant family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies including, but not limited to, the following reasons;
- (a) compassionate grounds, such as the death or illness of a close Family Member or a member of the Employee's household;
 - (b) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens your property and/or prevents the Employee from reporting for duty;
 - (d) attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) attendance at court by you to answer a charge for a criminal offence, only if the RMS considers the granting of family and community service leave to be appropriate in a particular case.
- 39.3 Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.
- 39.4 Family and Community Service Leave may also be granted for the following reasons:
- (a) an Employee's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (b) an Employee's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if the Employee is selected to represent Australia or the State.
- 39.5 The maximum amount of family and community service leave payable at ordinary rates that may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed service	7.6 hrs (1 day)

- 39.6 Family and community service leave is available to Part-time Employees on a pro-rata basis.
- 39.7 If an Employee's family and community service leave balance is exhausted, RMS may grant additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a Family Member or relative.
- 39.8 Subject to approval, an Employee's accrued sick leave may be accessed when the Employee's family and community service leave has been exhausted, to allow the Employee to provide short-term care or support for a Family Member who is ill.
- 39.9 Access to other forms of leave is available for reasons related to family responsibilities or community service, subject to approval. These include:
- (a) accrued annual leave (including single-day periods);
 - (b) leave without pay;
 - (c) time off in lieu of payment for overtime;
 - (d) make up time.
- 39.10 Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 39.11 An Employee who was employed in the NSW Public Sector immediately prior to commencing employment with RMS may transfer the Employee's family and community service leave accruals from the previous Employer.
- 39.12 An Employee who is a Casual Employee is entitled to not be available to attend work, or to leave work:
- (a) upon the death in Australia of a Family Member; or
 - (b) if the Employee is required to care for a Family Member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- 39.13 Where a Casual Employee is unavailable to attend work for one of the reasons outlined above, the Employee and RMS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, a Casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Such an Employee is not entitled to any payment for that period.
- 39.14 If required by RMS, a Casual Employee must produce evidence of the need to take the leave as follows:
- (a) in the case of death, a death certificate or a statutory declaration providing details of the circumstances of death;
 - (b) in any other case, a medical certificate or a statutory declaration setting out the nature of the illness or emergency, as applicable.
- 39.15 RMS shall not fail to re-engage a Casual Employee who has accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage the Employee is otherwise not affected.
11. Delete B Monetary Rates and insert in lieu thereof the following:

PART B**PAY RATES AND ALLOWANCES****MONETARY RATES****Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)**

Pay Point	Positions	Current Weekly Rates	Weekly Rates Effective from the first full pay period on or after 1-Jul-2025 and inclusive of 3.5% increase	Weekly Rates Effective from the first full pay period on or after 1-Jul-2026 and inclusive of 3.5% increase	Weekly Rates Effective from the first full pay period on or after 1-Jul-2027 and inclusive of 3% increase
		\$	\$	\$	\$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1275.00	1319.60	1365.80	1406.80
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1309.30	1355.10	1402.50	1444.60
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1343.50	1390.50	1439.20	1482.40
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4	1378.00	1426.20	1476.10	1520.40
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General) Truck Driver (Stores) Linemarker Grade 3 Storeperson Grade 2 Rigger Grade 1 Traffic Emergency Patroller	1412.70	1462.10	1513.30	1558.70
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA)	1446.90	1497.50	1549.90	1596.40

	Operator				
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1481.80	1533.70	1587.40	1635.00
8	Rigger Grade 4 Bitumen Spray Driver Truck Driver (Tow Truck) Barrier Transfer Operator	1516.00	1569.10	1624.00	1672.70
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1550.50	1604.80	1661.00	1710.80
10	Finishing Grader Operator	1584.80	1640.30	1697.70	1748.60
11	Team Leader Grade 1	1619.20	1675.90	1734.60	1786.60
12	Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1653.80	1711.70	1771.60	1824.70
13					
14	Team Leader Grade 2	n/a	1786.20	1848.70	1904.20

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees) insert the following:

Pay Point	Positions	Current Weekly Rates	Weekly Rates Effective from the first full pay period on or after 1-Jul-2025 and inclusive of 3.5% increase	Weekly Rates Effective from the first full pay period on or after 1-Jul-2026 and inclusive of 3.5% increase	Weekly Rates Effective from the first full pay period on or after 1-Jul-2027 and inclusive of 3% increase
		\$	\$	\$	\$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1388.10	1436.70	1487.00	1531.60
2	Plasterer Grade 1	1411.20	1460.60	1511.70	1557.10
3	Mechanical Trades Grade 1 Fitter Grade 1	1418.40	1468.00	1519.40	1565.00
4	Painter Grade 2	1422.50	1472.30	1523.80	1569.50
5	Signwriter Grade 1	1429.40	1479.40	1531.20	1577.10
6	Metal Fabricator Grade 1 Plumber Grade 1	1432.60	1482.70	1534.60	1580.60
7	Shipwright Grade 1	1445.20	1495.80	1548.20	1594.60
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1457.50	1508.50	1561.30	1608.10
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1458.90	1510.00	1562.90	1609.80
10	Electrician Grade 1	1490.00	1542.20	1596.20	1644.10
11	Painter Grade 4 Traffic facilities Painter Grade 3	1492.00	1544.20	1598.20	1646.10
12	Mechanical Trades Grade 2 Fitter Grade 2	1494.60	1546.90	1601.00	1649.00
13	Signwriter Grade 2	1500.80	1553.30	1607.70	1655.90
14	Metal Fabricator Grade 2 Plumber Grade 2	1504.50	1557.20	1611.70	1660.10

15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1532.00	1585.60	1641.10	1690.30
16	Signwriter Grade 3	1536.50	1590.30	1646.00	1695.40
17	Electrician Grade 2	1564.40	1619.20	1675.90	1726.20
18	Construction Carpenter Grade 3	1568.40	1623.30	1680.10	1730.50
19	Fitter Grade 3	1569.80	1624.70	1681.60	1732.00
20	Plumber Grade 3	1576.20	1631.40	1688.50	1739.20
21		1619.20	1675.90	1734.60	1786.60
22	Electrician Grade 3 Mechanical Trades Grade 3	1638.50	1695.80	1755.20	1807.90
23		1644.40	1702.00	1761.60	1814.40
24		1653.80	1711.70	1771.60	1824.70
25		1713.00	1773.00	1835.10	1890.20
26	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	n/a	1786.30	1848.80	1904.30
27	Electrician (Team Leader)	n/a	1850.10	1914.90	1972.30

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only insert the following:

Positions	Current Weekly Rates	Weekly Rates Effective from the first full pay period on or after 1-Jul-2025 and inclusive of 3.5% increase	Weekly Rates Effective from the first full pay period on or after 1-Jul-2026 and inclusive of 3.5% increase	Weekly Rates Effective from the first full pay period on or after 1-Jul-2027 and inclusive of 3% increase
	\$	\$	\$	\$
Tradesperson				
Plant Mechanic	1,531.30	1584.90	1640.40	1689.60
Boilermaker	1,531.30	1584.90	1640.40	1689.60
Carpenter	1,531.30	1584.90	1640.40	1689.60
Painter	1,531.30	1584.90	1640.40	1689.60
Electrical Fitter	1,558.60	1613.20	1669.70	1719.80
Plant Operator				
Mobile Crane Operator	1,377.60	1425.80	1475.70	1520.00
General				
Storeman	1,353.30	1400.70	1449.70	1493.20
Cleaner	1,359.40	1407.00	1456.20	1499.90
Labour (Fitter/Plant Mechanic)	1,327.90	1374.40	1422.50	1465.20
General Labour	1,317.70	1363.80	1411.50	1453.80
Labourer (Testing Laboratory)	1,317.70	1363.80	1411.50	1453.80
Labourer Junior Male (19/21 years)	1,183.10	1224.50	1267.40	1305.40
Labourer Hammer & Drill	1,344.30	1391.40	1440.10	1483.30

Labourer (Proline Borer or Benkelman Beam)	1,367.40	1415.30	1464.80	1508.70
Apprentice – School Certificate				
Year 1	812.60	841.00	870.40	896.50
Year 2	981.00	1015.30	1050.80	1082.30
Year 3	1,149.10	1189.30	1230.90	1267.80
Year 4	1,317.70	1363.80	1411.50	1453.80
Apprentice – Higher School Certificate				
Level				
Year 1	981.00	1015.30	1050.80	1082.30
Year 2	1,149.10	1189.30	1230.90	1267.80
Year 3	1,317.70	1363.80	1411.50	1453.80
Year 4	1,485.60	1537.60	1591.40	1639.10

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees) insert the following:

Pay Point	Positions	Current Weekly Rates	Weekly Rates Effective from the first full pay period on or after 1-Jul-2025 and inclusive of 3.5% increase	Weekly Rates Effective from the first full pay period on or after 1-Jul-2026 and inclusive of 3.5% increase	Weekly Rates Effective from the first full pay period on or after 1-Jul-2027 and inclusive of 3% increase
		\$	\$	\$	\$
1	Apprentice 1st Year Painter/Decorator Signwriter	621.40	643.10	665.60	685.60
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	632.30	654.40	677.30	697.60
3	Apprentice 1st Year Bricklayer Civil Construction	640.50	662.90	686.10	706.70
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	651.90	674.70	698.30	719.20
5	Apprentice 1st Year Carpenter/Joiner Shipwright	679.00	702.80	727.40	749.20
6	Apprentice 1st Year Bridge & Wharf Carpenter	693.00	717.30	742.40	764.70
7	Apprentice 2nd Year Painter/Decorator Signwriter	805.40	833.60	862.80	888.70
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	816.10	844.70	874.30	900.50

9	Apprentice 2nd Year Bricklayer Civil Construction	824.10	852.90	882.80	909.30
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	835.80	865.10	895.40	922.30
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	863.20	893.40	924.70	952.40
12	Apprentice 2nd Year Bridge & Wharf Carpenter	877.00	907.70	939.50	967.70
13	Apprentice 3rd Year Painter/Decorator Signwriter	1022.30	1058.10	1095.10	1128.00
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	1033.20	1069.40	1106.80	1140.00
15	Apprentice 3rd Year Bricklayer Civil Construction	1040.80	1077.20	1114.90	1148.30
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	1052.70	1089.50	1127.60	1161.40
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	1079.20	1117.00	1156.10	1190.80
18	Apprentice 3rd Year Bridge & Wharf Carpenter	1093.20	1131.50	1171.10	1206.20
19	Apprentice 4th Year Painter/Decorator Signwriter	1172.60	1213.60	1256.10	1293.80
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	1183.50	1224.90	1267.80	1305.80
21	Apprentice 4th Year Bricklayer Civil Construction	1191.40	1233.10	1276.30	1314.60
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker	1203.60	1245.70	1289.30	1328.00

	Blacksmith Trimmer Welder Plumber				
23	Apprentice 4th Year Carpenter/Joiner Shipwright	1230.30	1273.40	1318.00	1357.50
24	Apprentice 4th Year Bridge & Wharf Carpenter	1243.40	1286.90	1331.90	1371.90

Table 5 – Other Rates and Allowances (not applicable for Broken Hill Workshop Employees) insert the following:

^	To be updated in accordance with the CE Wages Staff (Rates of Pay) Award
*	To be updated in accordance with the NSW Treasury Circulars
~	To be updated in accordance with clause 23.2 of the CE (Skilled Trades) Award
∞	To be increased by the annual % movement in the March Quarter Sydney CPI

Clause	Description	Current Rates \$	Rates Effective from the first full pay period on or after 1-Jul-2025 and inclusive of 3.5% increase \$	Rates Effective from the first full pay period on or after 1-Jul-2026 and inclusive of 3.5% increase \$	Rates Effective from the first full pay period on or after 1-Jul-2027 and inclusive of 3% increase \$
Other Rates					
24.1	Sydney Harbour Bridge Allowance Sydney Harbour Bridge Maintenance Staff	253.50	262.40	271.60	279.70
Allowances					
24.3	Asphalt Plant Repairs Tradespersons	1.24	1.28	1.32	1.36
24.5	Lead Paint Removal Allowance (per hour)	3.00	3.11	3.22	3.32
24.6	Asbestos Materials Tradespersons	1.24	1.28	1.32	1.36
24.7	Asbestos Eradication Tradespersons	3.31	3.43	3.55	3.66
24.8	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high	3.16	3.28	3.39	3.49
	minimum daily payment	12.65	13.10	13.55	13.95
	3.36m wide or 21.34m long or	5.88	6.08	6.29	6.48

	4.58m high minimum daily payment	23.50	24.30	25.15	25.90
20.13 & 20.14 (a) (b)	Meal Allowance				
	First meal^	18.90	19.30		
	Subsequent meal^	16.30	16.70		
27.2 (b)	Fares				
	Per Week	12.00	12.00	12.00	12.00
	Per Day	2.40	2.40	2.40	2.40
27.3	Travelling Allowance				
	3 but not more than 10 km ∞	4.35	4.45		
	More than 10 but not more than 20km	8.60	8.80		
	More than 20 km but not more than 30km	12.85	13.15		
	More than 30km but not more than 40km	17.15	17.55		
	More than 40km but not more than 50km	21.50	22.00		
	More than 50km but not more than 60km	25.75	26.35		
	More than 60km but not more than 70km	30.10	30.80		
	More than 70km but not more than 80km	34.25	35.05		
	More than 80kms but more than 90km	38.60	39.50		
	More than 90km but not more than 100km	42.55	43.85		
29	Distant Work				
	Board & Lodging*	1013.95*	1027.25*		
	Broken parts of week where camp not provided*	144.85*	146.75*		
	Breakfast*	30.35*	31.15*		
	Lunch*	34.65*	35.55*		
	Dinner*	59.75*	61.30*		
	Incidentals*	8.00	8.00		
	Casual Rate*	0.35/km*	0.35km*		
Other Conditions					
24.4	First Aid Allowance	4.40	4.55	4.70	4.85

31.1 (c)	Insuring Tools Reimbursement for Loss ~	2283.00	2336.00		
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12. This variation shall take effect from the first full pay period on or after 1 July 2025.

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1909)

SERIAL C10129

TRANSPORT FOR NEW SOUTH WALES AND SYDNEY METRO SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport for NSW.

(Case No. 65827 of 2026)

Before Commissioner McDonald

25 March 2026

VARIATION

1. In the arrangement of the award published 20 October 2022 (392 I.G. 1412) and reprinted 2 February 2024 (396 I.G. 536), insert the following new clause 34:

34. Engineering Registration and Recognition

2. Insert Part 1, and Part 2 under Schedule B - Allowances and Expenses of the arrangement:

SCHEDULE B - ALLOWANCES AND EXPENSES

Part 1

Part 2

3. After clause 33 of the arrangement, renumber existing clauses as follows:

34. Engineering Registration and Recognition

PART B - CONDITIONS COVERING SHIFT WORKERS IN THE TRANSPORT MANAGEMENT CENTRE

35 TOCs and TIOs

36. TMC Shift workers Other Than TOCs and TIOs and
Transport Commanders

37. Transport Commanders

38. TMC CBD Taskforce and Replacement Bus Transport
Services, Transport Liaison Managers, Emergency
Bussing Managers and Digital Media Support Officers39. CBD Taskforce and Replacement Bus Transport
Services Area Transport Coordinators and Senior
Transport Information Managers

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Part 1

Part 2

SCHEDULE B - ALLOWANCES AND EXPENSES

Part 1

Part 2

SCHEDULE C -TRANSITIONAL ARRANGEMENTS

- 40. Transitional Arrangements
- 41. Personal Salaries - Code Z
- 42. Annual Award Increases
- 43. Former RailCorp Employees
- 44. Former Maritime Employees

4. Insert after subclause 7.10 of clause 7, Classifications, the following new subclause:

7.11 Electrical Safety Allowance

- (a) The following clause applies to employees performing electrical works on the Transport for New South Wales electrical network.,
- (b) An Employee is eligible for the Electrical Safety Allowance (ESA) in accordance with clause when the Employee:
 - (i) acquires and maintains current knowledge of Electrical Safety including the relevant training and assessment as determined by schedule B Part 2; and
 - (ii) provides the Employer with evidence of their attainment of the relevant certification where not issued by the Employer or recorded in the Employer's enterprise systems; and
 - (iii) works, supervises, or directs work in accordance with Transport for NSW Electrical Safety Systems; and,
 - (iv) the certification is relevant to the Employee performing the required duties of their role; or it is required for work which is regularly performed by the Employee which is outside of their substantive role's required duties.

For the avoidance of doubt, the employee will receive the allowance weekly unless the employee:

- is no longer accredited,
- loses competency,
- has the certification suspended, or
- no longer performs work consistent with (iii) above.

The ESA is not paid unless and until the Employee satisfies the requirements of this clause.

- (c) An Employee who is eligible for the ESA in accordance with sub-clause 7.11 (b) will be entitled to a percentage of the ESA rate in accordance with Schedule B Part 2. An Employee is only entitled to one payment of the ESA weekly.
- (d) For the purposes of sub-clause (d)

Ad-hoc Work means irregular work (ordinary time or overtime) that requires Certification and results in the Allowance being paid on a maximum of six occasions spread throughout a 12 month period.

Week means the week commencing Sunday and ending Saturday which aligns to the payroll period. For the purpose of this definition a shift that starts on a Saturday is paid in relation to the week the shift commences.

An employee holding a certification not required for their substantive role who performs ad hoc work requiring the certification held, (for example, occasional overtime in a role requiring certification) is paid the allowance for the week in which the ad hoc work is performed. Where an employee performs these functions more than six times in a period of 12 months, they will receive the ESA payment on a permanent basis, so long as the criteria in clause 7.11(b) are met.

- (e) Where an Employee in receipt of the Allowance proceeds on a period of paid leave the Allowance will continue to be paid until the absence exceeds 4 weeks

Ad-hoc Work means irregular work (ordinary time or overtime) that requires Certification and results in the Allowance being paid on a maximum of six occasions spread throughout a 12 month period.

Week means the week commencing Sunday and ending Saturday which aligns to the payroll period. For the purpose of this definition a shift that starts on a Saturday is paid in relation to the week the shift commences.

An employee holding a certification not required for their substantive role who performs ad hoc work requiring the certification held, (for example, occasional overtime in a role requiring certification) is paid the allowance for the week in which the ad hoc work is performed. Where an employee performs these functions more than six times in a period of 12 months, they will receive the ESA payment on a permanent basis, so long as the criteria in clause 7.11(b) are met.

- (e) Where an Employee in receipt of the Allowance proceeds on a period of paid leave the Allowance will continue to be paid until the absence exceeds 4 weeks

5. Insert after clause 33, Work Health and Safety, the following new clause:

34. Engineering Registration and Recognition

- 34.1 This clause is not intended to undermine any superior conditions or practices which currently exist across TfNSW. Where there is an inconsistency between this clause and existing conditions or practices, the more beneficial condition or practice will apply.
- 34.2 The importance of the contribution of Engineers to the Employer is recognised in this Award through the following:
- (a) An Employee with the qualification of a Professional Engineer, may apply to the Employer to be recognised as a Registered Professional Engineer under this Award; and
- (b) Recognition as a Registered Professional Engineer by the Employer, in accordance with this clause, will not be unreasonably withheld.
- 34.3 In this clause Registered Professional Engineer means an employee who is registered or accredited as a RPEng (“Registered Professional Engineer”) or CPEng (“Chartered Professional Engineer”) and has been assessed as meeting the requirements of a Registered Professional Engineer through the process referenced in 34.4 and, if successful, the employee will be able to access the entitlements pursuant to sub-clause 34.8. For the avoidance of doubt, the Employer recognises either RPEng or CPEng as satisfying the standard for engineer’s accreditation.
- 34.4 The Employer is committed to producing a policy or procedure (in collaboration with the relevant unions Australia), that sets out the governance framework for recognition as a Registered Professional Engineer by the Employer, including the application and assessment process, within six months of the inclusion of this clause in this Award.
- 34.5 Once the policy or procedure outlined in 34.4 is published, it will not be amended without the agreement of the relevant unions.
- 34.6 Sub-clause 34.4 will cease to apply following the Employer producing the first published version of the procedure with agreement from the relevant unions. Sub-clause 34.4 will be removed, and sub-clause 34.5 retained and updated accordingly, when this Award is replaced.
- 34.7 If an Employee no longer satisfies the requirements under 34.2, the Employee may re-apply for recognition under 34.2.

34.8 Engineering Accreditation

- (a) The Employer is committed to promoting the value of being recognised as a Registered Professional Engineer under this clause. To further this cause, the Employer will engage in collaborative promotion of engineering accreditations with the relevant unions.
- (b) Where a Professional Engineer is required, or seeks, to be a Registered Professional Engineer under this clause, the Employer will:
 - (i) Acknowledge that it is a matter for the Employee to decide which organisation to achieve their accreditation through and will not select or encourage a preferred provider; and
 - (ii) Pay the initial and ongoing costs associated with achieving and/or renewing Chartered or Registered Professional Engineer status (such as costs associated with continuing professional development programs (CPD), membership and accreditation).
- (c) Once a Professional Engineer is recognised as a Registered Professional Engineer under this clause, the Employer will:
 - (i) Allow the Employee to use any post nominals in their professional correspondence and be recognised as such in their role with the Employer;
 - (ii) Support the Employee to attend or participate in relevant professional development courses or events pre-agreed with their manager, during or outside ordinary hours of work, in order for the Employee to meet the required professional development hours to maintain accreditation as a Professional Engineer (in accordance with this clause); and
 - (iii) Pay the Employee at ordinary rates if they attend professional development courses or events pursuant to Clause 34.8(b), and the time spent will be included in the Employee's ordinary hours of work. For the avoidance of doubt, this will not include penalty rates or allowances.
- (d) Consultation and reporting on the application of this Clause for Professional Engineers will occur through the Engineering Consultative Committee.
- (e) This will include discussion on matters related to Registered Professional Engineers as defined in this Clause, such as the number and type of engineering roles, uptake of professional registration, availability of CPD, and other matters associated with the application of this Clause.

34.9 Registered Professional Engineer Loading

- (a) Registered Professional Engineer will receive a loading of 1.5% applied to their ordinary base rate of pay where:
 - (i) the Registered Professional Engineer supervises Employees carrying out Professional Engineering Work and is responsible for that Professional Engineering Work; or,
 - (ii) the Registered Professional Engineer undertakes, without engineering supervision, Professional Engineering Work and is directly responsible for that Professional Engineering Work.
- (b) For the purposes of this Clause, Professional Engineering Work includes engineering work that requires, or is based on, the application of engineering principles and data to a design, or a construction, production, operation or maintenance activity, relating to engineering as required by the Employee's role or work performed.

34.10 Continuing Professional Development

- (a) In the case of recognised professions, training will be provided so that professional practice qualifications are maintained where they are a requirement of the position or an employee is recognised as a Registered Professional Engineer under this Award.
- (b) Specifically, and to this end, the Employer will support employees with professional engineering qualifications to achieve and maintain professional engineering recognition through either the Registered Professional Engineering program (RPEng) or the Chartered Professional Engineering program (CPEng) or other relevant programs of equivalent professional status, pursuant to this clause. The employer will facilitate these programs by, where necessary, assisting employees to meet the peer validation requirements of the programs, for example, by providing statements about professional and technical engineering work experience.
- (c) Where an Employee is required to attend training and development courses (including conferences, trade shows and seminars) to fulfill a CPD requirement for an accreditation:
 - (i) which is held as part of their role; or
 - (ii) professional accreditation pursuant to this clause;

the Employer will pay the cost of the relevant professional development activity, in accordance with established learning and professional development procedures and practices including travel and accommodation costs, and this shall not be unreasonably refused.

34.11 In the application of this clause, the parties will have regard to:

- (a) Professional engineers who are required to fulfill Continuing Professional Development (CPD) as part of their role or to maintain and/or achieve professional accreditation, are entitled to undertake CPD requirements in work time.
 - (b) Where an employee seeks to undertake CPD requirements and travel to and from the event in work time they shall seek approval from their manager with at least two weeks' notice.
 - (c) Managers shall not unreasonably refuse approval and shall respond to the request within 5 days of the request for approval, wherever reasonably practical.
 - (d) The current practice of Employees with technical and/or professional skills and knowledge (e.g. engineers) attending conferences, trade shows and seminars in order to maintain the currency of their skills and knowledge in subject areas that are required for the performance of work under this Award.
6. Following the insertion of new clause 34, Engineering Registration and Recognition, renumber the subsequent clauses and subclauses therein accordingly
7. Insert after Schedule B, Allowances and Expenses the following new heading:

PART 1

8. Insert after the table in Schedule B, Part 1, the following new Part 2:

PART 2

ELECTRICAL SAFETY ALLOWANCE

Allowance level	Rate Level	Allowance Rate per week	Certification
A (High Voltage Switching)	100%	\$130	• Authorised Officer (Mains) (ELLIPSE Resource Code: AES06) • Authorised Officer (Substations) (ELLIPSE

			- Resource Code: AES07) • Authorised Traction Operator (ELLIPSE Resource Code: AES16) • Authorised Operator (Substations) (ELLIPSE Resource Code: AES08) • Electrical System Operator (ELLIPSE Resource Code: AES22) • Authorised Attendant (ELLIPSE Resource Code: AES05) – if authorised to operate High Voltage distribution network • Signal Engineer (Field) (Resource Code ADI01)
B (Low Voltage Switching)	80%	\$104	• Authorised Overhead Traction Worker (ELLIPSE Resource Code: AES15) • Authorised Person (Low Voltage) (ELLIPSE Resource Code: AES19) Authorised Attendant (ELLIPSE Resource Code: AES05) – if authorised to operate on Low Voltage distribution network • Signalling Authorised Person (Resource Code: ASI07)
C	70%	\$91	• Accredited Electrolysis Interference Tester (ELLIPSE Resource Code: AES02) • Authorised Attendant (ELLIPSE Resource Code: AES05) – if authorised to operate on 1500V OHW system only or for duties than operating including supervision of work
D	60%	\$78	• Accredited Cable Jointer (ELLIPSE Resource Code: AES13) • Accredited Safety Assistant for Switching Operations (ELLIPSE Resource Code: AES23) • Accredited for Entry (ELLIPSE Resource Code: AES03) • Accredited Electrical Permit Holder (ELLIPSE Resource Code: ME161) • Competent in ER39-Road Isolation and TOH01-Testing Over Head Wire (OHW) using Hivotech • Operational Technology workers holding Certificate IV (Telecommunications Engineering Technology or equivalent) • Authorised Attendant (ELLIPSE Resource Code: AES05) – as not already listed above and with supervisory duties

Allowance does not increase.

9. This variation will take effect from 9 September 2025.

J. McDONALD, *Commissioner*