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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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## ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 297020 of 2023)

Before Chief Commissioner Constant

27 September 2023

### VARIATION

1. Delete the definition of "Domestic Violence" in clause 1, Definitions, of the award published
2. Delete clause 4, No Extra Claims and insert in lieu thereof the following:

#### 4. No. Extra Claims

- 4.1 Until 30 June 2024, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.
  - 4.2 Notwithstanding subclause 4.1, the parties to this Award commit to further discussions, in good faith, on claims made during the bargaining of this Award. Subclause 4.1 will not prevent the parties from having these discussions.
  - 4.3 The parties to this Award acknowledge that the intention of subclause 4.2 is to facilitate discussions until 30 June 2024.
  - 4.4 The date of subclause 4.1 does not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of Award provisions.
  - 4.5 Variations made with the agreement of the parties are not prohibited by this clause.
3. Delete paragraph (f) in subclause 8.3 of clause 8, Trade Union Activities
  4. Insert after paragraph (b) of subclause 8.12 of clause 8, Trade Union Activities, the following new paragraph:
    - (c) Online union notice board:
      - (i) The Employer will provide a dedicated page for unions party to this Award on its intranet site in a readily available location.
      - (ii) Unions can use this page to provide links to their own websites to enable employees to access union information. Unions will provide the relevant information for the page to the Employer.
      - (iii) Unions will provide the hyperlinks to the Employer
  5. Insert after subclause 8.13 of clause 8, Trade Union Activities, the following new subclause:

## 8.14 Inductions - union information sessions

- (a) The Employer will hold induction sessions for new employees in sessions that may be online or in-person.
- (b) Within induction sessions, the Employer will include a union information session of up to 30 minutes during which the union parties to this Award can attend and present information to the inductees.
- (c) If the induction session is online, the Employer will assist the attending unions by distributing union material electronically.
- (d) If more than one union attends the union information session, those unions will determine how the union information session time will be divided between the unions.
- (e) The Employer will invite unions to each union information session with sufficient time for the unions to arrange attendance. Attending unions must confirm whether they will attend before the induction.
- (f) If requested, the Employer will release one union delegate per union from duty to attend for the duration of the union information sessions.

6. Delete subclause 12.1 of clause 12 Negotiation of Next Award and insert in lieu thereof the following:

12.1 Subject to subclause 4.2 the parties agree to begin negotiations for the next Award no later than six months prior to the nominal expiry date of this Award.

7. Insert after subparagraph (ii) of paragraph 18.6(a) of clause 18, Classifications and Rate of Pay, the following new subparagraph:

- (iii) 4.0% from the first pay period to commence on or after 1 July 2023.

8. Delete paragraphs (b) and (c) in subclause 26.6 of clause 26, Flexible work Practices and insert in lieu thereof the following:

- (b) For the purposes of this subclause normal hours of work are:
  - (i) an Employee's set standard hours in accordance with clause 23.2 (d);
  - (ii) agreed flexible start and finish times for Employees working flexible hours,
  - (iii) a shift worker's rostered shifts;
  - (iv) an employee's overtime hours; or
  - (i) the hours an employee is on - call.
- (c) This subclause will not apply to the communication of shift changes.

9. Delete subclause 39.4 of clause 39 Leave for Matters Arising from Domestic and Family Violence and insert in lieu thereof the following:

## 39.4 Leave

- (a) Full time, Part-Time, Temporary and Casual Employees experiencing domestic or family violence will have access to 20 days paid leave for domestic and family violence per calendar year to support the establishment of their safety and recovery.

- (b) Paid domestic and family violence leave will be paid at the Employee's full rate of pay: worked out in relation to the period as if:
    - (i) for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
    - (ii) for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
  - (c) Domestic and family violence leave will assist Employees to:
    - (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
    - (ii) organise alternative care or education arrangements for their children,
    - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation,
    - (iv) allow time for the employee to seek alternate or safe accommodation, and
    - (v) undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
  - (d) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
  - (e) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
  - (f) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
  - (g) An employee providing care and support may access their existing:
    - (i) Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
    - (ii) Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.
10. Delete paragraph (a) of subclause 39.6 of clause 39, Leave for Matters Arising from Domestic and Family Violence and insert in lieu thereof the following:
- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and that a breach of confidentiality may pose a risk to the safety of the Employee and others.

11. Delete section B of subparagraph 39.6(b)(ii) of clause 39, Leave for Matters Arising from Domestic and Family Violence and insert in lieu thereof the following:
- B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
12. Delete Tables 1, 2 and 3 of Parts 1, 2 and 3 of Schedule A - Classification Structure and Rates of Pay and insert in thereof the following:

**PART 1 - SALARIED EMPLOYEE CLASSIFICATIONS (INCLUDING COMPLIANCE OPERATIONS INSPECTORS)**

**Table 1: Salaried Employee Classifications (including Compliance Operations Inspectors)**

Unified Salary Scale Grades	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1-Jul-2021 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2023 Per annum \$
Grade 1	40,429	41,440	42,285	43,355	45,089
	44,343	45,452	46,379	47,552	49,454
	50,693	51,960	53,020	54,361	56,535
Grade 2	53,464	54,801	55,919	57,334	59,627
	55,890	57,287	58,456	59,935	62,332
	57,970	59,419	60,631	62,165	64,652
Grade 3	61,554	63,093	64,380	66,009	68,649
	64,437	66,048	67,395	69,100	71,864
	67,439	69,125	70,535	72,320	75,213
Grade 4	69,496	71,233	72,686	74,525	77,506
	72,222	74,028	75,538	77,449	80,547
	75,064	76,941	78,511	80,497	83,717
Grade 5	77,643	79,584	81,208	83,263	86,594
	80,153	82,157	83,833	85,954	89,392
	81,597	83,637	85,343	87,502	91,002
Grade 6	83,389	85,474	87,218	89,425	93,002
	85,920	88,068	89,865	92,139	95,825
	88,731	90,949	92,804	95,152	98,958
Grade 7	90,661	92,928	94,824	97,223	101,112
	93,861	96,208	98,171	100,655	104,681
	95,682	98,074	100,075	102,607	106,711
Grade 8	99,608	102,098	104,181	106,817	111,090
	103,652	106,243	108,410	111,153	115,599
	106,889	109,561	111,796	114,624	119,209
Grade 9	111,806	114,601	116,939	119,898	124,694
	115,017	117,892	120,297	123,341	128,275
	120,194	123,199	125,712	128,893	134,049
Grade 10	123,229	126,310	128,887	132,148	137,434
	128,088	131,290	133,968	137,357	142,851
	134,668	138,035	140,851	144,415	150,192
Grade 11	138,829	142,300	145,203	148,877	154,832
	144,871	148,493	151,522	155,356	161,570
	148,134	151,837	154,934	158,854	165,208
Grade 12	156,802	160,722	164,001	168,150	174,876
	161,380	165,415	168,789	173,059	179,981
	167,018	171,193	174,685	179,105	186,269

Grade 13	172,002	176,302	179,899	184,450	191,828
	176,459	180,870	184,560	189,229	196,798
	184,916	189,539	193,406	198,299	206,231

## PART 2 - PROFESSIONAL ENGINEERS

Table 2 - Professional Engineers

Engineering Scale	Year	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1 July 2021 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2023 Per annum \$
Cadet Engineer Level 1	-	42,871	43,943	44,839	45,973	47,812
Cadet Engineer Level 2	-	45,347	46,481	47,429	48,629	50,574
Cadet Engineer Level 3	-	48,111	49,314	50,320	51,593	53,657
Cadet Engineer Level 4	-	51,150	52,429	53,499	54,853	57,047
Cadet Engineer Level 5	-	55,102	56,480	57,632	59,090	61,454
Cadet Engineer Level 6	-	55,669	57,061	58,225	59,698	62,086
GRAD Program	1	78,689	80,656	82,301	84,383	87,758
Engineer	2	81,233	83,264	84,963	87,113	90,598
	3	82,698	84,765	86,494	88,682	92,229
	1	91,887	94,184	96,105	98,536	102,477
Engineer Level 1	2	95,131	97,509	99,498	102,015	106,096
	3	96,975	99,399	101,427	103,993	108,153
	4	100,956	103,480	105,591	108,262	112,592
	5	105,048	107,674	109,871	112,651	117,157
	6	108,332	111,040	113,305	116,172	120,819
Engineer Level 2	1	113,314	116,147	118,516	121,514	126,375
	2	116,571	119,485	121,922	125,007	130,007
	3	121,817	124,862	127,409	130,632	135,857
Engineer Level 3	1	124,890	128,012	130,623	133,928	139,285
	2	129,816	133,061	135,775	139,210	144,778
	3	136,484	139,896	142,750	146,362	152,216
Engineer Level 4	1	140,704	144,222	147,164	150,887	156,922
	2	146,825	150,496	153,566	157,451	163,749
	3	150,130	153,883	157,022	160,995	167,435
Engineer Level 5	1	158,914	162,887	166,210	170,415	177,232
	2	163,557	167,646	171,066	175,394	182,410
	3	169,274	173,506	177,046	181,525	188,786
Engineer Level 6	1	174,326	178,684	182,329	186,942	194,420
	2	178,842	183,313	187,053	191,785	199,456
	3	187,412	192,097	196,016	200,975	209,014

**PART 3 - MARITIME EMPLOYEE CLASSIFICATIONS****Table 3: Maritime Employee Classifications**

Level	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1 July 2021 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2023 Per annum \$
1	51,143	52,422	53,491	54,844	57,038
2	55,965	57,364	58,534	60,015	62,416
3	64,978	66,602	67,961	69,680	72,467
4	68,041	69,742	71,165	72,965	75,884
5	73,159	74,988	76,518	78,454	81,592
6	76,612	78,527	80,129	82,156	85,442
7	82,362	84,421	86,143	88,322	91,855
8	86,244	88,400	90,203	92,485	96,184
9	92,716	95,034	96,973	99,426	103,403
10	97,090	99,517	101,547	104,116	108,281
11	104,376	106,985	109,167	111,929	116,406
12	109,294	112,026	114,311	117,203	121,891
13	117,491	120,428	122,885	125,994	131,034
14	123,017	126,092	128,664	131,919	137,196
15	132,240	135,546	138,311	141,810	147,482
16	138,465	141,927	144,822	148,486	154,425
17	148,833	152,554	155,666	159,604	165,988
5A	94,829	97,200	99,183	101,692	105,760
7A	104,035	106,636	108,811	111,564	116,027
7AA	101,005	103,530	105,642	108,315	112,648
9A	111,164	113,943	116,267	119,209	123,977
10A	118,763	121,732	124,215	127,358	132,452
10AA	119,066	122,043	124,533	127,684	132,791
11A	126,048	129,199	131,835	135,170	140,577
12A	130,965	134,239	136,977	140,443	146,061
13A	130,660	133,927	136,659	140,116	145,721
13B	137,630	141,071	143,949	147,591	153,495
14A	144,691	148,308	151,333	155,162	161,368
15A	153,910	157,758	160,976	165,049	171,651
15AA	154,710	158,578	161,813	165,907	172,543
16A	160,936	164,959	168,324	172,583	179,486
16AA	160,936	164,959	168,324	172,583	179,486
17A	165,174	169,303	172,757	177,128	184,213
17AA	171,302	175,585	179,167	183,700	191,048



13. Delete Schedule B, Allowances and Expenses, and insert in lieu thereof the following:

**SCHEDULE B - ALLOWANCES AND EXPENSES**

**Table 5**

*	To be updated in accordance with the NSW Department of Premier and Cabinet Circular
~	To be updated in accordance with the Crown Employees (Transferred Employee Compensation) Award clauses 8.1.3, 10.1.3, 11, 12.1, 13.4
^	Adjusted annually on 1 July by CPI (all groups Sydney index) for the proceeding 1 April to 31 March period

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019		From the first full pay period on or after 1 July 2020		From the first full pay period on or after 1 July 2021		From the first full pay period on or after 1 July 2022		From the first full pay period on or after 1 July 2023		
			Amount	\$	Amount	\$	Amount	\$	Amount	\$	Amount	\$	
1	21.2.1(b)	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (5) below)	Per meal		Per meal		Per meal						
		Breakfast										*	
		Lunch	28.15		28.70		*					*	
		Evening Meal	31.65		32.30		*					*	
		‘Tier 2’ Country Centres & Elsewhere (refer to (5) below)	53.90		55.05		*					*	
		Breakfast											*
		Lunch											*
2	25.4	Meal Allowance on Overtime	Per meal		Per meal		Per meal					Per Meal	
		Breakfast	31.25		31.95		*				*		
		Lunch	31.25		31.95		*				*		
		Evening Meal	31.25		31.95		*				*		
												*	
3	21.3	Lodgings Location	Per Day	Per Hour	Per Day	Per Hour	Per Day	Per Hour			Per day	Per Hour	
		Capital Cities	\$	\$	\$	\$	\$	\$	\$		\$	\$	

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019		From the first full pay period on or after 1 July 2020		From the first full pay period on or after 1 July 2021		From the first full pay period on or after 1 July 2022		From the first full pay period on or after 1 July 2023	
			Amount	\$	Amount	\$	Amount	\$	Amount	\$	Amount	\$
		Sydney	321.75	13.41	324.45	13.52	*	*	*	*	*	*
		Adelaide	290.75	12.11	293.45	12.23	*	*		*	*	
		Brisbane	308.75	12.86	311.45	12.98	*	*		*	*	
		Canberra	301.75	12.57	304.45	12.69	*	*		*	*	
		Darwin	353.75	14.74	356.45	14.85	*	*		*	*	
		Hobart	280.75	11.70	283.45	11.81	*	*		*	*	
		Melbourne	306.75	12.78	309.45	12.89	*	*		*	*	
		Perth	313.75	13.07	316.45	13.19	*	*		*	*	
		High Cost Country Centres (NSW)										
		Bathurst	268.75	11.20	271.45	11.31	*	*		*	*	
		Broken Hill	272.75	11.36	280.45	11.69	*	*		*	*	
		Gold Coast (QLD)	342.75	14.28	345.45	14.39	*	*		*	*	
		Gosford	273.75	11.41	276.45	11.52	*	*		*	*	
		Maitland	285.75	11.91	288.45	12.02	*	*		*	*	
		Muswellbrook	276.75	11.53	284.45	11.85	*	*		*	*	

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019		From the first full pay period on or after 1 July 2020		From the first full pay period on or after 1 July 2021		From the first full pay period on or after 1 July 2022		From the first full pay period on or after 1 July 2023	
			Amount \$		Amount \$		Amount \$		Amount \$		Amount \$	
		Newcastle	302.75	12.61	310.45	12.94	*	*			*	*
		Orange	288.75	12.03	291.45	12.14	*	*			*	*
		Queanbeyan	272.75	11.36	275.45	11.48	*	*			*	*
		Wagga Wagga	277.75	11.57	280.45	11.69	*	*			*	*
		Wollongong	288.75	12.03	291.45	12.14	*	*			*	*
		Port Macquarie	291.75	12.16	297.45	12.39	*	*			*	*
		‘Tier 2’ Country Centres (NSW)										
		Dubbo	257.60	10.73	260.15	10.84	*	*			*	*
		Goulburn	257.60	10.73	260.15	10.84	*	*			*	*
		All other Country Centres (NSW)										
		‘Elsewhere’	237.60	9.90	240.15	10.01	*	*			*	*
4	21.3	Incidentals allowance (all locations)	20.05 per day		20.40 per day		* per day				* per day	
5	21.5.2(b)	Amount for incidentals deducted from actual / reasonable expenses	20.05 per week		20.40 per week		* per week				* per week	
6	21.5.2(b)	Maximum allowance for Employee separated from dependent	254 per week		254 per week		* per week				* per week	
7(a)	21.5.9(a)	(i) Allowance for removal of furniture- value of Furniture	7037.00		7037.00		~				~	

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$	From the first full pay period on or after 1 July 2023 Amount \$
7(b)		(ii) If value above amount in (i), Employees receive -	1126.00	1126.00	~		~
7(c)		(iii) If value below amount in (i), Employees receive -	563.00	563.00	~		~
7(d)		(iv) If not eligible, Employees shall receive -	281.00	281.00	~		~
8	21.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520000.00	520000.00	~		~
9	21.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51	51	~		~
10(a)	21.5.8(a)	Parents to pay first	27 per week	27 per week	~ per week		~ per week
10(b)		The Employer pays up to a maximum of	56 per week	56 per week	~ per week		~ per week
11	21.6	Remote areas allowance (with dependants)					
		Grade A	2,114	2,156	*		*
		Grade B	2,804	2,860	*		*
		Grade C	3,744	3,819	*		*
		Remote areas allowance (without dependants)					
		Grade A	1,475	1,505	*		*
		Grade B	1,966	2,005	*		*
		Grade C	2,623	2,675	*		*

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$	From the first full pay period on or after 1 July 2023 Amount \$
12(a)	21.7	Fares subsidy for climatic area - actual cost less or Maximum amount for Employee with spouse/dependents; or Maximum amount for Employee without spouse/Dependents	52.10	53.15	*		*
12(b)	349.05		356.05	*		*	
12(c)	172.40		175.85	*		*	
13	21.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	9172 per annum	9401 per annum	9593 per annum	9836	10229 per annum
14	21.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38000	38000	~		~
15	21.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	\$933 per annum	\$936 per annum	* per annum		* per annum
16	21.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	\$1401 per annum	\$1405 per annum	* per annum		* per annum
17	21.4.2(b) 21.5.10(c)	Use of Private Motor Vehicles on Official Business - Official Business Rate:	0.68 per km	0.72 per km	*		*per annum
18	21.3.3(b) 21.4.2(b) 21.5.6(c) 21.7(e)	Use of Private Motor Vehicles on Official Business - Specified Journey Rate:	0.272 per km	0.288 per km	*		*per annum

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$	From the first full pay period on or after 1 July 2023 Amount \$
19(a)	21.11 69.1	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	82 per day (Mon - Fri) 122 per day (Sat, Sun & P. Hol)	84 per day (Mon - Fri) 125 per day (Sat, Sun & P. Hol)	86 per day (Mon - Fri) 128 per day (Sat, Sun & P. Hol)	88  131	92 per day (Mon – Fri) 136 per day Sat, Sun & P. Hol)
19(b)		On call allowance (payable to Maritime Employees)	0.99 per hour	1.04 per hour	1.06 per hour	1.09	1.13 per hour
20	21.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	*	*	*		*
21	69.2	Assistance with Child Care fees per child (for Maritime Employees)	325.18 per annum	331.68 per annum	334.67 per annum	349.39	373.82 per annum
22	69.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	325.18 per annum	331.68 per annum	334.67 per annum	348.39	373.82 per annum
23	69.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	9203 per annum	9433 per annum	9625 per annum	9868	10,263 per annum
24	21.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	44.15 per day	45.05 per day	* per day		*per day

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$	From the first full pay period on or after 1 July 2023 Amount \$
25	21.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	8 per week	8 per week	* per week		8 per week
26	47.2	Incident co-ordination allowance - applies to Manager - Field Operations & Services and Field Traffic Managers.	40 (Mon - Fri) 60 per day (Sat, Sun & P. Hol)	42 (Mon - Fri) 62 per day (Sat, Sun & P. Hol)	43 (Mon - Fri) 63 (Sat, Sun & P. Hol)	44  65	46 (Mon - Fri) 68 per day (Sat, Sun & P. Hol)
27	47.7	Incident management allowance - applies to Traffic Commanders (based on grade) and level of Employee	1002 per fortnight to 1087 per fortnight	1027 per fortnight to 1114 per fortnight	1048 per fortnight to 1137 per fortnight	1075  1166	1118 per fortnight to 1213 per fortnight

14. This variation will take effect from 1 July 2023.

N. CONSTANT, *Chief Commissioner*

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## ROADS AND MARITIME SERVICES SCHOOL CROSSING SUPERVISORS AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 302287 of 2023)

Before Chief Commissioner Constant

27 September 2023

### VARIATION

1. Insert after paragraph (c) of subclause 7.1 of clause 7, Payment of Wages, of the award published 20 March 2020 (387 I.G. 379) and reprinted 5 May 2023 (394 I.G. 504), the following new paragraph:

(d) 4.0% operative from the first full pay period on or after 1 July 2023.

2. Delete subclause 8.1 of clause 8, Superannuation and insert in lieu thereof the following:

- 8.1 RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The superannuation proportion is 11% effective from 1 July 2023.

3. Delete subclause 11.10 of clause 11, Leave and insert in lieu thereof the following:

#### 11.10 Domestic and Family Violence

- (a) General Principle

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

- (b) Definition of Domestic and Family Violence

(i) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.

(ii) Domestic and family violence behaviours can include, but are not limited to:

- A. physical and sexual violence
- B. verbal abuse and threats
- C. emotional and psychological abuse
- D. financial abuse
- E. social isolation



- F. stalking
  - G. intimidation
  - H. technology facilitated abuse
  - I. threats or actual harm to others, pets and/or property.
- (iii) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (iv) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.
- (c) Principles of prevention and response
- (i) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
- A. subject to subparagraph (c)(i) (B) respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in subclause (e) or otherwise) and any associated communication about these supports;
  - B. prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
  - C. acknowledge that any actions taken by the Employer may impact Employees and their dependents' safety at work and at home;
  - D. recognise the Employee's right to confidentiality, as outlined in subclause (f), except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
  - E. train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
  - F. provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
  - G. ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
  - H. clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
  - I. acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (ii) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
- A. support Employees to access evidence-based behaviour change supports

- B. approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (iii) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.
- (d) Leave
  - (i) Paid domestic and family violence leave will be paid at the Employee's full rate of pay: worked out in relation to the period as if:
    - A. for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
    - B. for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
  - (ii) Domestic and family violence leave will assist Employees to:
    - A. Attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
    - B. organise alternative care or education arrangements for their children,
    - C. attend court and other legal proceedings relating to their experience of domestic and family violence,
    - D. allow time for the employee to seek alternate or safe accommodation, and
    - E. undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
  - (iii) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
  - (iv) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
  - (v) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
  - (vi) An employee providing care and support may access their existing:
    - A. Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
    - B. Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

- (e) Workplace Domestic and Family Violence Support
- (i) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
    - A. changes to their span or pattern of hours and/or shift patterns;
    - B. job redesign or changes to duties;
    - C. relocation to suitable employment with the Employer;
    - D. a change to their telephone number and/or email address to avoid harassing contact;
    - E. any other appropriate measure including those available under existing provisions for flexible work arrangements; and
    - F. increased security measures in their workplace including entry and egress.
  - (ii) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with paragraph (e) (i), an Employer will not then unreasonably refuse a request from an Employee to maintain, change or remove these arrangements.
  - (iii) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.
- (f) Protecting the confidentiality of Employees experiencing domestic or family violence
- (i) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and a breach of confidentiality may pose a risk to the safety of the Employee and others.
  - (ii) to protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
  - (iii) adopt a 'needs to know' approach to any communications regarding the Employee's experience;
  - (iv) not store or include any information about the following matters on the Employee's personnel file or payslip:
    - A. the Employees experience of domestic or family violence
    - B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
    - C. support provided by the Employer (under clause (e) or otherwise).
  - (v) Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under subclauses (d), (e) or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
  - (vi) The Employee recognises that the Employer's commitment to, and obligations regarding, confidentiality are subject to:

- A. any steps that the Employer must to take to ensure the safety of all Employees
  - B. any mandatory reporting requirements.
- (vii) Where the Employer does need to disclose confidential information for the reasons outlined in paragraph (f) (vi), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made and support the employee to take practical steps to minimise an associated safety risks.

4. Delete clause 24, No Extra Claims and insert in lieu thereof the following:

**24. No Extra Claims**

- 24.1 Until 30 June 2024, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.
- 24.2 Notwithstanding subclause 24.1, the parties to this Award commit to further discussions, in good faith, on industrial matters and future employment arrangements for employees covered by this Award. Subclause 24.1 will not prevent the parties from having these discussions.
- 24.3 The date of subclause 24.1 does not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of Award provisions.
- 24.4 Variations made with the agreement of the parties are not prohibited by this clause.
5. Delete the table in clause 25, Rates of Pay and insert in lieu thereof the following:

Category Refer to clause 7, Payment of Wages for the calculation of rates	2.04% Operative from the first full pay period on or after 1 July 2021 (\$/hr)	2.53% Operative from the first full pay period on or after 1 July 2022 (\$/hr)	4.0% Operative from the first full pay period on or after 1 July 2023 (\$/hr)
Base Rate (N)	24.6802	25.3046	26.3168
Permanent SCSs (P)	23.1377	23.7231	24.6720
Additional hours/training(A)	26.7369	27.4133	28.5099
Casual SCSs (C)	29.6162	30.3655	31.5802

6. This variation will take effect from the first full pay period on or after 1 July 2023.

N. CONSTANT, *Chief Commissioner*

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**ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2019**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 294572 of 2023)

Before Chief Commissioner Constant

27 September 2023

**VARIATION**

1. Delete clause 28, Transport Provided by RMS, in the arrangement of the award published 20 March 2020 (387 I.G. 318) and reprinted 5 May 2023 (394 I.G. 1648), and insert in lieu there of the following:

28. Payment For Time Spent Travelling (excluding Distant Work)

2. Delete the definition of "Materials" in paragraph (a) of subclause 3.1 of clause 3, Definitions.
3. Delete Clause 5, No Extra Claims, and insert in lieu thereof the following:

**5. No Extra Claims**

- 5.1 Other than as provided for in the *Industrial Relations Act* 1996, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.
  - 5.2 Notwithstanding subclause 5.1, the parties to this Award commit to further discussions, in good faith, on claims made during the bargaining of this Award. Subclause 5.1 will not prevent the parties from having these discussions.
  - 5.3 The parties to this Award acknowledge that the intention of subclause 5.2 is to facilitate discussions during the nominal term of the Award.
  - 5.4 The terms of clause 5.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
  - 5.5 Variations made with the agreement of the parties are not prohibited by this clause.
4. Delete paragraph (a) of subclause 20.7 of clause 20, Overtime, and insert in lieu thereof the following:
    - (a) Subject to subclauses 20.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work. Prior to commencement of ordinary hours following the overtime worked, managers must refer to the Fatigue Management Policy.
  5. Delete paragraph (a) of subclause 23.1 of clause 23, Rates of Pay, and insert in lieu thereof the following:
    - (a) 4% from the first full pay period to commence on or after 1 July 2023.
  6. Delete paragraph (a) of subclause 24.1 of clause 24, Allowances, and insert in lieu thereof the following:
    - (a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, have increased by 4% effective from the first full pay period on or after 1 July 2023.

7. Delete paragraph (d) of subclause 27.3 of clause 27, Fares and Travel and insert in lieu thereof the following:

(d) If an Employee's work or established reporting place is more than 100km from the Employee's residence, RMS provides accommodation, as per subclause 29.7 or suitable transport.

8. Delete clause 28, Transport Provided by RMS and insert in lieu thereof the following:

### **28. Payment for Time Spent Travelling (Excluding Distant Work)**

- 28.1 All employees will have a designated depot specified in writing at the commencement of employment. The designated depot for those employees already in employment at the time of the commencement of this Variation (made in 2023) shall be that to which they are currently assigned. All employees are required to advise of their home residence address, and any subsequent change of address.
- 28.2 Travel time to and from the employee's home and their designated depot is unpaid.
- 28.3 All travel to and from the employee's designated depot, or any other depot they may start or finish work at from time to time, to a worksite is paid as time worked including at overtime rates where applicable to all employees regardless of whether they are the driver or passenger.
- 28.4 Where employees are required by RMS/Transport to start and/or finish work at worksite or alternate depot and they travel to and from their home to that location, travel time direct from a person's home in excess of 15 minutes is paid as time worked including at overtime rates where applicable. Travel time will be recorded as time worked.
- 28.5 This entire clause applies to all employees regardless of whether they travel in a RMS/Transport provided vehicle, use their own vehicle, or travel by other means including public transport.
- 28.6 Penalty rates provided by this Award for the time and days on which travel is required will apply provided that only the single highest penalty or overtime rate will apply at any time.
- 28.7 This clause 28 will be effective from the start of the second full pay period after approval of the variation by the IRC in 2023.
9. Delete clause 29, Distant Work and insert in lieu thereof the following:

### **29. Distant Work**

- 29.1 This clause does not apply to Traffic Signals Technicians' Assistants, whose arrangements are commensurate with salaried staff when engaged on Distant Work.
- 29.2 "Distant Work" is where an employee is required to travel away from home or their designated depot and stay away overnight.
- 29.3 RMS/Transport will provide at least two days' notice before it is necessary for an Employee to travel and report for duty on Distant Work, except in case of emergency or unforeseen circumstances.
- 29.4 During Distant Work, an Employees travel:
- (a) from their home residence and/or their designated depot to the remote accommodation or worksite, and return will be paid for the first three hours at ordinary rates, with all time spent travelling after three hours paid as time worked including overtime rates (unless the travel occurs during ordinary hours in which case it remains at ordinary rates).
- (b) from their accommodation to the worksite and return will be considered ordinary time hours of work and recorded as time worked. Where ordinary time is exceeded, travel will be paid as time worked including overtime rates where applicable.

- (c) This subclause 29.4 will be effective from the start of the second full pay period after approval of the variation by the IRC in 2023.
- 29.5 Where possible RMS/Transport provides transport to and from Distant Work at the beginning and end of each work week/period. Where RMS does not provide such transport, Employees shall be:
- (a) reimbursed for the specified journey at a set rate per kilometre, as prescribed in 29.6 and Part B if the Employee uses their own private vehicle; or
  - (b) reimbursed for the cost of fares and return fares if the Employee does not use their own private vehicle.
  - (c) paid for all time spent travelling consistent with clause 29.4.
- 29.6 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- (a) The casual rate is payable if an employee elects, with the approval of the employer, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
  - (b) The official business rate is payable if an employee is directed, and agrees, to use their vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle. This rate will be payable on and from the date of IRC variation in 2023.
  - (c) No allowance is payable for travel by private motor vehicle between the employee's residence and the base work location and for any distance travelled in a private capacity.
  - (d) This subclause 29.6 will be effective from the start of the second full pay period after approval of the variation by the IRC in 2023.
- 29.7 Employees required to report for duty on Distant Work, are provided with either:
- (a) accommodation and meals as follows:
    - (i) at an established RMS/Transport camp;
    - (ii) at a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available;
    - (iii) if suitable motel accommodation is not available, in a single room hotel or private accommodation;
    - (iv) if suitable motel, hotel or private accommodation is not available, at a caravan park; or
    - (v) If a suitable caravan park is not available, in a caravan with a toilet, shower and air conditioning or another agreed facility; or
  - (b) a daily 'Board and Lodging Allowance' as prescribed in Part B, to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved.
- 29.8 If RMS/Transport provides accommodation, an Employee may elect to receive the relevant amounts, as prescribed in Table 2 for breakfast, lunch, dinner and any incidental expenses incurred, in lieu of RMS/Transport providing, or paying directly for, meals.

- 29.9 If accommodation and meal(s) are provided, the Employee is entitled to an incidental payment of a set amount for each night spent away from their residence or normal reporting place, as prescribed in Table 2.
- 29.10 If RMS/Transport and the majority of staff engaged on Distant Work agree, the ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days.
10. Delete subclause 40A.4 of clause 40A, Domestic and Family Violence and insert in lieu thereof the following:

#### 40A.4 Leave

- (a) Full time, Part-Time, Temporary and Casual Employees experiencing domestic or family violence will have access to 20 days paid leave for domestic and family violence per calendar year to support the establishment of their safety and recovery.
- (b) Paid domestic and family violence leave will be paid at the Employee's full rate of pay: worked out in relation to the period as if:
- (i) for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
  - (ii) for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
- (c) Domestic and family violence leave will assist Employees to:
- (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
  - (ii) organise alternative care or education arrangements for their children,
  - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation,
  - (iv) allow time for the employee to seek alternate or safe accommodation, and
  - (v) undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (d) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (e) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (f) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
- (g) An employee providing care and support may access their existing:
- (i) Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.



- (ii) Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

11. Delete paragraph (a) of subclause 40A.6 of clause 40A, Domestic and Family Violence and insert in lieu thereof the following:
- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and that a breach of confidentiality may pose a risk to the safety of the Employee and others.
12. Delete section B of subparagraph 40A.6(b)(ii) of clause 40A, Domestic and Family Violence and insert in lieu thereof the following:
- B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
13. Delete Part B, Pay Rates and Allowances 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-2023 and inclusive of 4% increase
		\$	\$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1184.50	1231.90
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1216.30	1265.00
3	Roadworker Grade 3 Linemarkers Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1248.20	1298.10
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 Linemarkers Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4	1280.20	1331.40
5	Bridge Worker Grade 5 Technician's Assistant Grade 2	1312.40	1364.90

	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		
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)	1344.20	1398.00
	Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA) Operator		
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1376.60	1431.70
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1408.40	1464.70
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1440.50	1498.10
10		1472.30	1531.20
11		1504.20	1564.40
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1536.40	1597.90

**Table 2 - Rates of Pay, 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-2023 and inclusive of 4% increase
		\$	\$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1289.60	1341.20
2	Plasterer Grade 1	1311.10	1363.50
3	Mechanical Trades Grade 1 Fitter Grade 1	1317.70	1370.40
4	Painter Grade 2	1321.50	1374.40
5	Signwriter Grade 1	1328.00	1381.10
6	Metal Fabricator Grade 1 Plumber Grade 1	1331.00	1384.20
7	Shipwright Grade 1	1342.60	1396.30

8	Painter Grade 3 Traffic Facilities Painter Grade 2	1354.00	1408.20
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1355.40	1409.60
10	Electrician Grade 1	1384.20	1439.60
11	Painter Grade 4 Traffic facilities Painter Grade 3	1386.10	1441.50
12	Mechanical Trades Grade 2 Fitter Grade 2	1388.60	1444.10
13	Signwriter Grade 2	1394.20	1450.00
14	Metal Fabricator Grade 2 Plumber Grade 2	1397.70	
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1423.30	1480.20
16	Signwriter Grade 3	1427.40	1484.50
17	Electrician Grade 2	1453.40	1511.50
18	Construction Carpenter Grade 3	1457.10	1515.40
19	Mechanical Trades Grade 3 Fitter Grade 3	1458.40	1516.70
20	Plumber Grade 3	1464.30	1522.90
21		1504.20	1564.40
22	Electrician Grade 3	1522.20	1583.10
23		1527.70	1588.80
24	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)	1536.40	1597.90
25	Electrician (Team Leader)	1591.40	1655.10

**Table 3 - Rates of Pay, Broken Hill Workshop Employees Only**

Positions	Current Weekly Rates	Weekly Rates effective from the first full pay period on or after 1-Jul-2023 and inclusive of 4% increase
	\$	\$
Tradesperson		
Plant Mechanic	1422.60	1479.50
Boilermaker	1422.60	1479.50
Carpenter	1422.60	1479.50
Painter	1422.60	1479.50
Electrical Fitter	1448.00	1505.90
Plant Operator		
Mobile Crane Operator	1279.80	1331.00
General		
Storeman	1257.20	1307.50
Cleaner	1262.90	1313.40
Labour (Fitter/Plant Mechanic)	1233.70	1283.00
General Labour	1224.10	1273.10

Labourer (Testing Laboratory)	1224.10	1273.10
Labourer Junior Male (19/21 years)	1099.10	1143.10
Labourer Hammer & Drill	1248.80	1298.80
Labourer (Proline Borer or Benkleman Beam)	1270.40	1321.20
Apprentice - School Certificate		
Year 1	754.90	785.10
Year 2	911.30	947.80
Year 3	1067.50	1110.20
Year 4	1224.10	1273.10
Apprentice -Higher School Certificate		
Level		
Year 1	911.30	947.80
Year 2	1067.50	1110.20
Year 3	1224.10	1273.10
Year 4	1380.20	1435.40

**Table 4 - Rates of Pay, Apprentices (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-2023 and inclusive of 4% increase
		\$	\$
1	Apprentice 1st Year Painter/Decorator Signwriter	577.30	600.40
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	587.40	610.90
3	Apprentice 1st Year Bricklayer Civil Construction	595.00	618.80
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	605.70	629.90
5	Apprentice 1st Year Carpenter/Joiner Shipwright	630.80	656.00
6	Apprentice 1st Year Bridge & Wharf Carpenter	643.80	669.60
7	Apprentice 2nd Year Painter/Decorator Signwriter	748.30	778.20
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	758.20	788.50

9	Apprentice 2nd Year Bricklayer Civil Construction	765.60	796.20
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	776.40	807.50
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	801.90	834.00
12	Apprentice 2nd Year Bridge & Wharf Carpenter	814.70	847.30
13	Apprentice 3rd Year Painter/Decorator Signwriter	949.70	987.70
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	959.90	998.30
15	Apprentice 3rd Year Bricklayer Civil Construction	966.90	1005.60
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	978.00	1017.10
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	1002.60	1042.70
18	Apprentice 3rd Year Bridge & Wharf Carpenter	1015.60	1056.20
19	Apprentice 4th Year Painter/Decorator Signwriter	1089.30	1132.90
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	1099.50	1143.50
21	Apprentice 4th Year Bricklayer Civil Construction	1106.80	1151.10
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer	1118.20	1162.90

	Welder Plumber		
23	Apprentice 4th Year Carpenter/Joiner Shipwright	1143.00	1188.70
24	Apprentice 4th Year Bridge & Wharf Carpenter	1155.20	1201.40

**Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)**

^	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		
Clause	Description	Current Rates	Rates effective from the first full pay period on or after 1 July 2023 and inclusive of 4% increase
		\$	\$
<b>Other Rates</b>			
24.1	Sydney Harbour Bridge Allowance Sydney Harbour Bridge Maintenance Staff	235.51	244.90
<b>Allowances</b>			
24.5	Lead Paint Removal Allowance (per hour)	2.79	2.90
24.6	Asbestos Materials Tradespersons	1.15	1.20
24.7	Asbestos Eradication Tradespersons	3.09	3.20
24.3	Asphalt Plant Repairs Tradespersons	1.15	1.20
24.8	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment	2.92 11.69	3.05 12.20
	3.36m wide or 21.34m long or 4.58m high minimum payment	5.44 21.84	5.68 22.70
20.13 & 20.14	Meal Allowance		
(a)	First meal	16.55	17.00 <sup>^</sup>
(b)	Subsequent meal	14.20	14.60 <sup>^</sup>
27.2(b)	Fares		
	per week	12.00	12.00
	per day	2.40	2.40
27.3	Travelling Allowance		
	3 but not more than 10 km	4.20	4.20
	More than 10 but not more than 20km	8.30	8.30
	More than 20 km but not more than 30km	12.40	12.40
	More than 30km but not more than 40km	16.50	16.50
	More than 40km but not more than 50km	20.70	20.70
	More than 50km but not more than 60km	24.80	24.80
	More than 60km but not more than 70km	29.00	29.00
	More than 70km but not more than 80km	33.00	33.00
	More than 80kms but more than 90km	37.20	37.20
	More than 90km but not more than 100km	41.30	41.30
29	Distant Work		
	Board & Lodging	840.55	875.00*
	Broken parts of week where camp not provided	120.08	125.00*
	Breakfast	25.75	26.80*
	Lunch	29.35	30.60*

	Dinner	50.65	52.75*
	Incidentals	8.00	8.00*
	Casual Rate		0.3121/km*
	Official Business Rate* (*commencing from date of 2023 variation)	NA	0.78/km*
Other Conditions			
24.4	First Aid Allowance	4.10	4.25
31.1(c)	Insuring Tools Reimbursement for Loss	2049.00 ~	2049.00~

14. This variation will take effect from the first full pay period on or after 1 July 2023.

N. CONSTANT, *Chief Commissioner*

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(1909)

SERIAL C9740

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 296392 of 2023)

Before Chief Commissioner Constant

27 September 2023

### VARIATION

1. Delete the definition of "Domestic Violence" in subclause 2.1 of clause 2, Interpretation, of the award published 20 October 2022 (392 I.G. 1412).
2. Delete subclause 4.2 of clause 4, Area, Incidence and Duration and insert in lieu thereof the following:
  - 4.2 This Award comes into effect on 1 July 2022 and will remain in force up to 30 June 2024.
3. Insert after paragraph (e) of subclause 4.4 of clause 4, Area, Incidence and Duration the following new paragraph:
  - (f) the Electrical Trades Union, NSW Branch.
4. Delete subclause 4.6 of clause 4, Area, Incidence and Duration and insert in lieu thereof the following:
  - 4.6 Subject to subclause 9.2 the parties will make best endeavours to commence discussions in relation to the next Award six months prior to the nominal expiry date of this Award.
5. Insert after paragraph (b) of subclause 6.2 of clause 6, Union Rights, the following new paragraph:
  - (c) Online union notice boards:
    - (i) The Employer will provide a dedicated page for unions party to this Award on its intranet site in a readily available location.
    - (ii) Unions can use this page to provide links to their own websites to enable employees to access union information. Unions will provide the relevant information for the page to the Employer
    - (iii) Unions will provide the hyperlinks to the Employer
6. Insert after subclause 6.2 of clause, 6 Union Rights, the following new subclause:
  - 6.3 Inductions - union information sessions
    - (a) The Employer will hold induction sessions for new employees in sessions that may be online or in-person.
    - (b) Within induction sessions, the Employer will include a union information session of up to 30 minutes during which the union parties to this Award can attend and present information to the inductees.
    - (c) If the induction session is online, the Employer will assist the attending unions by distributing union material electronically.



- (d) If more than one union attends the union information session, those unions will determine how the union information session time will be divided between the unions.
  - (e) The Employer will invite unions to each union information session with sufficient time for the unions to arrange attendance. Attending unions must confirm whether they will attend before the induction.
  - (f) If requested, the Employer will release one union delegate per union from duty to attend for the duration of the union information sessions.
7. Delete paragraph (a) of subclause 7.5 of clause 7, Classifications, Salary and Allowances and insert in lieu thereof the following:
- (a) salaries will increase by:
    - (i) 2.53% from first full pay period commencing on or after 1 July 2022.
    - (ii) 4.0% from the first full pay period commencing on or after 1 July 2023.
8. Delete clause 9, No Extra Claims and insert in lieu thereof the following:

### **9. No Extra Claims**

- 9.1 During the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC or any other industrial tribunal.
- 9.2 Notwithstanding subclause 9.1, the parties to this Award commit to further discussions, in good faith, on claims made during the bargaining of this Award. Subclause 9.1 will not prevent the parties from having these discussions.
- 9.3 The parties to this Award acknowledge that the intention of subclause 9.2 is to facilitate discussions during the term of the Award.
- 9.4 The terms of clause 9.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 9.6 Variations made with the agreement of the parties are not prohibited by this clause.
9. Delete paragraphs (b) and (c) of subclause 22.7, Right to Disconnect, of clause 22, Flexible Working Practice and insert in lieu thereof the following:
- (b) For the purposes of this subclause normal hours of work are:
    - (i) an Employee's set standard hours in accordance with subclause 18.5;
    - (ii) agreed flexible start and finish times for Employees working flexible hours;
    - (iii) a shift worker's rostered shifts;
    - (iv) an Employee's overtime hours; or
    - (v) the hours an Employee is on - call
  - (c) This subclause will not apply to the communication of shift changes.

10. Delete paragraph (b) of subclause 23.7 of clause 23, Leave Provisions and insert in lieu thereof the following:
  - (b) Eligibility for a period of out of home care leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person before 1 October 2022.
11. Delete paragraph (e) of subclause 23.7 of clause 23, Leave Provisions and insert in lieu thereof the following:
  - (e) Employees who are granted out of home care leave also have a right to request extended Parental Leave and Return to Work on a part-time basis as outlined in subclause 24.12.
12. Delete subclause 25.4 of clause 25, Domestic and Family Violence and insert in lieu thereof the following:

#### 25.4 Leave

- (a) Full time, Part -Time and Temporary Employees experiencing domestic or family violence will have access to 20 days paid domestic and family violence leave per calendar year to support the establishment of their safety and recovery.
- (b) Domestic and family violence leave will be paid at the Employee's full rate of pay for the hours they would have worked if they had not taken leave.
- (c) Domestic and family violence leave will assist Employees to:
  - (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
  - (ii) organise alternative care or education arrangements for their children,
  - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence
  - (iv) allow time for the employee to seek alternate or safe accommodation, and
  - (v) undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (d) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (e) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (f) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
- (g) An employee providing care and support may access their existing:
  - (i) Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
  - (ii) Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

13. Delete paragraph (a) of subclause 25.6 of clause 25, Domestic and Family Violence and insert in lieu thereof the following:
- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and a breach of confidentiality may pose a risk to the safety of the Employee and others.
14. Delete Schedule A - Classification Structure and Rates of Pay, Parts 1 and 2 and insert in thereof the following

## SCHEDULE A

### CLASSIFICATION STRUCTURE AND RATES OF PAY

#### PART 1

Classification	Level	2.53% increase effective from the first full pay period on or after 1 July 2022 (per annum) \$	4.0% increase effective from the first full pay period on or after 1 July 2023 (per annum) \$
Transport Service Grade 1	Level 1A	56,790	59,062
	Level 1B	58,209	60,537
	Level 1C	59,630	62,015
	Level 1D	61,049	63,491
	Level 1E	62,469	64,968
Transport Service Grade 2	Level 2A	62,802	65,314
	Level 2B	64,372	66,947
	Level 2C	65,944	68,582
	Level 2D	67,514	70,215
	Level 2E	69,086	71,849
Transport Service Grade 3	Level 3A	69,486	72,265
	Level 3B	71,222	74,071
	Level 3C	72,958	75,876
	Level 3D	74,694	77,682
	Level 3E	76,432	79,489
Transport Service Grade 4	Level 4A	77,370	80,465
	Level 4B	79,305	82,477
	Level 4C	81,238	84,488
	Level 4D	83,173	86,500
	Level 4E	85,105	88,509
Transport Service Grade 5	Level 5A	87,256	90,746
	Level 5B	89,438	93,016
	Level 5C	91,619	95,284
	Level 5D	93,802	97,554
	Level 5E	95,984	99,823
Transport Service Grade 6	Level 6A	97,279	101,170
	Level 6B	99,711	103,699
	Level 6C	102,143	106,229
	Level 6D	104,574	108,757

	Level 6E	107,007	111,287
Transport Service Grade 7	Level 7A	108,770	113,121
	Level 7B	112,031	116,512
	Level 7C	115,295	119,907
	Level 7D	118,560	123,302
	Level 7E	121,822	126,695
Transport Service Grade 8	Level 8A	123,470	128,409
	Level 8B	127,173	132,260
	Level 8C	130,877	136,112
	Level 8D	134,580	139,963
	Level 8E	138,284	143,815
Transport Service Grade 9	Level 9A	142,178	147,865
	Level 9B	146,442	152,300
	Level 9C	150,707	156,735
	Level 9D	154,972	161,171
	Level 9E	159,238	165,608

## PART 2

Classification	Level	2.53% increase effective from the first full pay period on or after 1 July 2022 (per annum) \$	4.0% increase effective from the first full pay period on or after 1 July 2023 (per annum) \$
Professional Engineer	Level 1	97,279	101,170
Grade A	Level 2	102,143	106,229
	Level 3	104,574	108,757
	Level 4	108,770	113,121
	Level 5	112,031	116,512
	Level 6	115,295	119,907
Professional Engineer	Level 1	118,560	123,302
Grade B	Level 2	123,470	128,409
	Level 3	128,773	133,924
	Level 4	134,135	139,500
	Level 5	138,284	143,815
Professional Engineer	Level 1	142,178	147,865
Grade C	Level 2	147,862	153,776
	Level 3	153,547	159,689
	Level 4	159,238	165,608

15. Delete Schedule B - Allowances and Expenses and insert in lieu thereof the following:

## SCHEDULE B

### ALLOWANCES AND EXPENSES

Allowances and Expenses	Subject	Amount effective first full pay period on or after 1 July 2022 \$	Amount effective first full pay period on or after 1 July 2023
Item 1*	On Call (Rostered Day)	\$43.10	\$44.80
Item 2*	On Call (Non Rostered Day)	\$65.10	\$67.70
Item 3#	Overtime Meal	#	#
Item 4#	Breakfast Meal (no overnight stay)	#	#

Item 5#	Lunch Meal (no overnight stay)	#	#
Item 6#	Dinner Meal (no overnight stay)	#	#
Item 7#	Overnight Stay Away from Headquarters Allowance	Varies depending on location - see relevant NSW Department of Premier and Cabinet Circular	
Item 8#	Incidental Expenses Associated with Overnight Stay Away from Headquarters	#	#
Item 9#	Private use of Motor Vehicle - up to 1600 cc	#	#
Item 10#	Private use of Motor Vehicle -between 1601cc and 2600cc	#	#
Item 11#	Private use of Motor Vehicle - over 2600 cc	#	#
Item 12*	Holders of St John's Ambulance	\$1,002.50	\$1042.60
Item 13*	Holders of current occupational first aid certification issued within the previous three years and in charge of a First aid room in a workplace of 200 or more	\$1,505.80	\$1566.00
Item 14#	Remote Location (with dependants)	#	#
	Grade A		
	Grade B		
	Remote Location (without dependants)	#	#
	Grade A		
	Grade B		
Item 15#	Remote Location Annual Leave Travel By Private Vehicle	#	#
	Other Transport (with dependants)	#	#
	Other Transport (without dependants)	#	#
	Rail Travel	#	#

16. This variation will take effect from 1 July 2023.

N. CONSTANT, *Chief Commissioner*

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## TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 77087 of 2022)

Before Commissioner Sloan

11 October 2023

### VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:
- 3.2 For pay periods commencing between 16 October 2023 and 19 November 2023, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.13
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.16
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.24
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.24
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.24
Rigid-carrying capacity over 14 tonnes or more	\$0.30
Single Axle Prime Mover	\$0.31
Bogie Axle Prime Mover	\$0.37

For pay periods commencing between 18 September 2023 and 15 October 2023, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.12
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.14
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.21
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.21
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.21
Rigid-carrying capacity over 14 tonnes or more	\$0.27
Single Axle Prime Mover	\$0.27
Bogie Axle Prime Mover	\$0.33

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

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

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.33
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.33
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.33
Rigid-carrying capacity over 14 tonnes or more	\$4.26

Single Axle Prime Mover	\$4.28
Bogie Axle Prime Mover	\$5.20

For pay periods commencing between 18 September 2023 and 15 October 2023:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.95
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.95
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.95
Rigid-carrying capacity over 14 tonnes or more	\$3.78
Single Axle Prime Mover	\$3.79
Bogie Axle Prime Mover	\$4.61

3. This variation will take effect on 16 October 2023.

D. SLOAN, *Commissioner*

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