

WITHOUT PREJUDICE

Memorandum of Understanding

Between the NSW Government and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

For the period 1 July 2024 to 30 June 2027

1. Objectives

- 1.1 This Memorandum of Understanding (**Memorandum**) between the NSW Government and the Public Service Association of NSW sets out the understanding and agreement of the parties in relation to wages and conditions outcomes for employees covered by the *Crown Employees (Public Sector – Salaries 2022) Award* and the other Awards listed in section 2 for the period 1 July 2024 to 30 June 2027.
- 1.2 The parties agree that this Memorandum will be implemented by:
 - 1.2.1 The making of a new award to be known as the *Crown Employees (Public Sector - Salaries 2024) Award (Salaries Award)* and the making of new awards for those industrial instruments listed in section 2;
 - 1.2.2 A variation to the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, with necessary amendment to clauses as required to give effect to the intent of this Memorandum; and
 - 1.2.3 A review and consolidation of the Premiers Memorandum *M2011-11 Changes to the Management of Excess Employees Policy (Managing Excess Employees Policy)* and the Premier's Memorandum *M2023-06 NSW Government Workforce Mobility Placement Policy (Workforce Mobility Policy)* to create an updated policy.
- 1.3 The parties will make consent applications for new salaries awards as soon as practicable after the signing of this Memorandum and such awards will remain in force until 30 June 2027.
- 1.4 The parties agree that award matters in the Memorandum will be addressed through amendment to the relevant awards and that policy matters will be addressed by changes to relevant policies.
- 1.5 This Memorandum of Understanding is designed to provide both parties with certainty of outcomes for the period of the Memorandum.

2. Application

- 2.1 The terms of this Memorandum will apply to the *Crown Employees (Public Sector – Salaries 2022) Award* and all industrial instruments listed at Schedule A to the Salaries Award, and to the following awards, which are part of matter no. IRC 237120 of 2024 and IRC 237303 of 2024:
- a. *Crown Employees (SAS Trustee Corporation) Award 2021;*
 - b. *Landcom Award 2022;*
 - c. *Local Land Services Award 2022;*
 - d. *Independent Commission Against Corruption Award 2022;*
 - e. *Crown Employees (Independent Pricing and Regulatory Tribunal) Award 2022;*
 - f. *Crown Employees (Audit Office) Award 2022;*
 - g. *Service NSW (Salaries and Conditions) Employees Award 2022;*
 - h. *Venues NSW Award 2023;*
 - i. *Insurance and Care NSW Award 2022;*
 - j. *Roads and Maritime Services School Crossing Supervisors Award 2019;* and the
 - k. *Crown Employees (School Administrative and Support Staff) Award 2022.*
- 2.2 The parties will apply the terms of this memorandum to the *Roads and Maritime Services Consolidated Salaried Award 2019* and *Transport for New South Wales and Sydney Metro Salaries and Conditions of Employment Award 2022*, following consultation with the other parties to those awards. This will include consideration of whether there are any additional obsolete allowances contained in those awards.

3. Definitions

- 3.1 For the purpose of this Memorandum of Understanding the following definitions apply:
- 3.1.1 "**the Association**" means the Public Service Association of NSW;
 - 3.1.2 "**Conditions Award**" means the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* or the relevant conditions instrument(s) as pertaining to the employee group
 - 3.1.3 "**Salaries Award**" means the *Crown Employees (Public Sector Salaries –2024) Award*
 - 3.1.4 "**the Commission**" means the Industrial Relations Commission of New South Wales;
 - 3.1.5 "**the Government**" means the NSW Government;
 - 3.1.1 "**Employee**" means an employee covered by the *Crown Employees (Public Sector -Salaries 2024) Award* or an employee covered by any of the awards listed in section 2 of this Memorandum.
 - 3.1.2 "**the parties**" means the Association and the Government

4. New Award

- 4.1 The parties will make a consent application for new awards, incorporating those elements of this agreement to be included in the award/s, where applicable and specified.
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5. Salaries Agreement

Crown Employees (Public Sector Salaries – 2024) Award

- 5.1 The term of this award shall be for three years from 1 July 2024 until 30 June 2027 and will provide for:
- 5.1.1 4 per cent increase in salaries from the first full pay period on or after 1 July 2024;
 - 5.1.2 3 per cent increase in salaries from the first full pay period on or after 1 July 2025; and
 - 5.1.3 3 per cent increase in salaries from the first full pay period on or after 1 July 2026.
- 5.2 The increases referred to above, insofar as they apply from the first full pay period on or after 1 July 2024, shall be paid to those Employees who are employed as at the date of the making of the award and to those Employees who retired between 30 June 2024 and the making of the Award.
- 5.3 Any salary related allowances will be adjusted in line with the increases to the rates of pay set out in Section 5.1 above.
- 5.4 The salaries arrangements agreed above will also apply to those awards listed at Section 2 above.
- 5.5 The salary increases outlined in 5.1 are in addition to increases under the *Superannuation Guarantee Act* in July 2024 and July 2025.
- 5.6 The parties note the specific agreements for groups of Employees as set out in Annexure A hereto.
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6. Cost of Living Adjustment

- 6.1 The parties agree that, should an agreed trigger point be reached in regard to the average annual Sydney Consumer Price Index, consultations will occur between the parties regarding the availability of a cost-of-living adjustment payment.
- 6.2 If the annual average Sydney Consumer Price Index for the preceding year (March quarter 2026 figure) exceeds 3.5 per cent, the parties will enter into discussions regarding the provision of a cost-of-living adjustment payment. Where there is mutual agreement between the parties for a cost-of-living adjustment payment, an Employee may receive a cost-of-living adjustment payment subject to the following conditions:
- 6.2.1 The payment is a one off, non-cumulative cost of living adjustment; and
 - 6.2.2 The payment would be payable from the first available pay period on or after 1 July 2026.
- 6.3 If the annual average Sydney Consumer Price Index for the preceding year (March quarter 2026 figure) exceeds 4 per cent Employees will receive a \$1000 taxable, one-off cost of living adjustment payment, plus superannuation subject to the following conditions:
- 6.3.1 The payment is a one off, non-cumulative cost of living adjustment; and
 - 6.3.2 The payment would be payable from the first available pay period on or after 1 July 2026.

- 6.4 If the annual average Sydney Consumer Price Index for the preceding year (March quarter 2027 figure) exceeds 3.5 per cent, the parties will enter into discussions regarding the provision of a cost-of-living adjustment payment. Where there is agreement between the parties for a cost-of-living adjustment payment, an Employee may receive cost-of-living adjustment payment subject to the following conditions:
- 6.4.1 The payment is a one off, non-cumulative cost of living adjustment; and
 - 6.4.2 The payment would be payable from the first available pay period on or after 1 July 2027.
- 6.5 If the annual average Sydney Consumer Price Index for the preceding year (March quarter 2027 figure) exceeds 4 per cent Employees will receive a \$1000 taxable, one-off cost of living adjustment payment, plus superannuation subject to the following conditions:
- 6.5.1 The payment is a one off, non-cumulative cost of living adjustment; and
 - 6.5.2 The payment would be payable from the first available pay period on or after 1 July 2027.
- 6.6 The payment will be available to full-time, part-time and casual Employees employed on the date the payment is made.
- 6.7 The amount of the payment will be provided on a pro rata basis when an Employee does not work full-time calculated on the average ordinary hours worked over the preceding 12 months.
- 6.8 If a dispute arises regarding the cost-of-living adjustment payment at clauses 6.2 to 6.5 the assistance of the Commission may be sought, by either party after the parties have expended reasonable efforts to reach agreement. However, in relation to the cost-of-living adjustment payment at clause 6.2 and 6.4 any implementation will only occur with the consent of the parties.
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7. Removal of obsolete allowances

- 7.1 The parties agree that the following allowances are obsolete and will be removed:
- a. word processing allowance;
 - b. extraneous duties allowance;
 - c. diving allowance
 - d. semi-official telephone allowance; and
 - e. forage for horses allowance
- 7.2 The removal of these allowances will be effected by amendment to Clause 4 of the Salaries Award and a variation to the Conditions Award in respect of clauses 44, 49 and 52. These allowances will also be removed, where applicable, from the awards listed in section 2 of this Memorandum.
- 7.3 However, any Employee who receives any of these allowances at the time of the signing of this Memorandum will have the arrangement grandfathered and will continue to receive the relevant allowance whilst eligible. This will be reflected in an amendment to the Conditions Award.
- 7.4 Subject to clause 7.3 the removal of these allowances applies to Employees covered by the Salaries Award, the Conditions Award and all industrial instruments listed at Schedule A to the Salaries Award.
- 7.5 The parties agree that these changes will be finalised by consent application by 31 December 2024.

8. Consolidation of the Managing Excess Employees Policy and the updated Mobility Placement Policy

- 8.1 The parties agree to review the Managing Excess Employees Policy and the Mobility Policy and to consolidate the policies.
- 8.2 The parties agree that these amendments will be considered and formalised by 31 December 2024.

9. No Extra Claims clause

- 9.1 Parties agree that the following No Extra claims clause will be inserted into the Award:
- 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 nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties. Leave is reserved to the parties to apply to the Commission after all efforts have been exhausted, to resolve salaries and conditions claims for Psychologists, Child Protection Employees and Fisheries Employees.
- This clause does not prevent the Parties from continuing collaborative discussions during the life of the Awards to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements in 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 the nominal expiry of the Award.
- 9.2 This clause does not prevent the Parties from seeking the Commission’s assistance in accordance with clause 6.8 of the Memorandum.
- 9.3 Parties are not prevented from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions, or this Memorandum.

10. Withdrawal of current claim

- 10.1 The Association agrees to discontinue matter no. IRC 237120 of 2024 and IRC 237303 of 2024 on the basis of the matters referred to in this Memorandum.

11. Term of this Memorandum of Understanding

- 11.1 This Memorandum of Understanding expires on 30 June 2027.
- 11.2 This agreement is made at Sydney on the [Date] day of [Month] 2024.

Signed

Industrial Relations Secretary

Witnessed by

Signed for and on behalf of the

Public Service Association and Professional Officers'
Association Amalgamated Union of New South Wales

Witnessed by

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