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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (FIRE AND RESCUE NSW FIREFIGHTING STAFF DEATH AND DISABILITY) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(Case No. 54484 of 2021)

Before Chief Commissioner Constant

22 April 2021

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 2020".
- 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.

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3. Definitions

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

"compulsory employer contributions" has the same meaning as it has in section 12(1) of the *First State Superannuation Act 1992*.

"Deemed annual salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C 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 Part C 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 *First State Superannuation 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 and Fitness Program

- 4.1 The parties agree and accept the need for a compulsory health and fitness program that is underpinned by practical support, education and assistance provided by FRNSW.
- 4.2 The parties agree to develop and implement the health and fitness program in circumstances in which a member of the Industrial Relations Commission will oversight their progress and set appropriate time frames, subject to the proviso that the parties specifically agree that:
 - 4.2.1 the health and fitness program will be developed and implemented within the life of this Award;
 - 4.2.2 the health and fitness program will be developed and implemented in accordance with the principles and procedures detailed in Annexure A;
 - 4.2.3 following implementation, the health and fitness standards will remain subject to negotiation 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; and
 - 4.2.4 the health and fitness standards will not distinguish between ranks and will apply to all firefighters. Where a firefighter is found to have a medical issue, the health risk will be assessed against the inherent requirements of that firefighter's ordinary duties; and
 - 4.2.5 A firefighter who fails to meet the prescribed health and fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of health and fitness required. Subsequently, a permanent firefighter who fails the medical reassessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness will be rehabilitated to another position in accordance with clause 12.

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 10 of the *First State Superannuation 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 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 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

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. 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 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.

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 actuary shall separately review and assess the cost of the benefits provided by this Award for both permanent firefighters and retained firefighters by 30 June each year. In the event that the actuary's review finds that the long-term cost of the off duty benefits provided by this clause for either employee group exceeds both (a), the long-term contributions to be made by that employee group, and (b), 30% of the long-term combined cost of the benefits provided clauses 9, 10 and 11 for that employee group, then the scale at subclause 11.3 shall be reduced for that employee group on 1 January next to the extent necessary to ensure that the long-term cost of the off duty benefits for that employee group no longer exceeds either (a) or (b). Once the scale is reduced for an employee group it shall remain subject to annual adjustment, both upwards and downwards as each review permits, until such time as the scale at subclause 11.3 is returned to provided that where any adjustment would be less than 5% then no adjustment will be made.
- 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 Subject to clause 12, 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 at clause 8.
- 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 8.8, 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

If an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in clause 35 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 2020 published 22 May 2020 (388 I.G. 290).
- 17.3 This Award shall be binding upon the FBEU and FRNSW.
- 17.4 This Award shall take effect on and from 26 February 2021 and shall remain in force until 24 February 2022.

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 28.1.2 and will be additional to the two regular drills per station, per month provision of subclause 6.5.2.2.

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, which will be subject to negotiation and in the event that the parties do not agree, determination by the Industrial Relations Commission, which must occur prior to 31 March 2018. 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.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1933)

SERIAL C9250

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 95009 of 2021)

Before Commissioner Murphy

20 April 2021

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
	Part 1 - Application and Operation
1.	Title
2.	Commencement and Duration
3.	Coverage
4.	Industrial Parties
5.	Definitions and Interpretation
6.	Relationship with the Local Government (State) Award
	Part 2 - Statement of Intent
7.	Intention
	Part 3 - Dispute Resolution Procedure
8.	Grievance and Dispute Procedure
	Part 4 - Anti-Discrimination
9.	Anti-Discrimination
	Part 5 - Conditions of Employment (General)
10.	Operational Flexibility
11.	Employees Working from Home
12.	Leave for COVID-19 Vaccinations
	Part 6 - Close Down
13.	Duty to Explore Suitable Alternative Duties
14.	No Useful Work
15.	Savings and Transitional
16.	Leave Reserved
	Schedule A - Employers covered by this Award

PART 1 - APPLICATION AND OPERATION

1. Title

- 1.1 This Award shall be known as the Local Government (COVID-19) Splinter (Interim) Award 2021 ("Award").

2. Commencement and Duration

- 2.1 This Award commences operation on and from 8 April 2021 and shall remain in force until 7 April 2022 (12 months).
- 2.2 This Award ceases to operate on 8 April 2022.

3. Coverage

- 3.1 This Award shall apply to all employers named in Schedule A and to all their employees, except for employees whose positions are identified as senior staff positions pursuant to sections 332 and 334 of the *Local Government Act 1993* (NSW).

4. Industrial Parties

- 4.1 The industrial parties to this Award are:
- (a) Local Government NSW ("LGNSW");
 - (b) Aged and Community Services Australia ("ACSA");
 - (c) New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU");
 - (d) Local Government Engineers' Association of New South Wales ("LGEA");
 - (e) Development and Environmental Professionals' Association ("depa");
 - (f) Nurses and Midwives' Association of New South Wales ("NSW Nurses");
 - (g) Electrical Trades Union of Australia, New South Wales Branch ("ETU"); and
 - (h) Health Services Union ("HSU").

5. Definitions and Interpretation

- 5.1 In this Award, unless the context requires otherwise:

Award means the Local Government (COVID-19) Splinter (Interim) Award 2021.

COVID-19 means the coronavirus named "COVID-19" by the World Health Organisation (previously known as "2019 novel coronavirus") and the disease it causes.

Job Retention Allowance means the Job Retention Allowance referred to in clause 13 of this Award and which is based on the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020. The allowance may be a weekly amount or an hourly amount depending on the context. The hourly amount is either 1/35th or 1/38th of the weekly amount depending on the ordinary hours of work for the relevant work function at clause 18A of the Local Government (State) Award 2020 for the employee's substantive position.

LG (State) Award means:

- (i) the Broken Hill City Council Consent Award 2015 as varied from time to time, and any award that succeeds the Broken Hill City Council Consent Award 2015;
- (ii) the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award as varied from time to time, and any award that succeeds the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award;
- (iii) the Goldenfields Water County Council Enterprise Award 2020 as varied from time to time, and any award that succeeds the Goldenfields Water County Council Enterprise Award 2020;
- (iv) the Local Government (State) Award 2020, as varied from time to time and any award that succeeds the Local Government (State) Award 2020;
- (v) the Local Government (Electricians) Award, as varied from time to time, and any award that succeeds the Local Government (Electricians) Award;
- (vi) the Local Government, Aged, Disability and Home Care (State) Award, as varied from time to time and any award that succeeds the Local Government, Aged, Disability and Home Care (State) Award;
- (vii) the Nursing Home &c Nurses (State) Award, as varied from time to time and any award that succeeds the Nursing Home &c Nurses (State) Award;
- (viii) the Riverina Water Council Enterprise Award 2019 as varied from time to time, and any award that succeeds the Riverina Water Council Enterprise Award 2019;
- (ix) the South Sydney City Council Salaried Officers Award 2017 as varied from time to time, and any award that succeeds the South Sydney City Council Salaries Officers Award 2017;
- (x) the South Sydney City Council Wages Staff Award 2017 as varied from time to time, and any award that succeeds the South Sydney City Council Wages Staff Award 2017;
- (xi) the City of Sydney Wages/Salary Award 2017 as varied from time to time, and any award that succeeds The City of Sydney Wages/Salary Award 2017;
- (xii) any enterprise agreement or council agreement made in relation to the abovementioned awards; and/or
- (xiii) the Wollongong City Council Enterprise Agreement 2018 - 2021, and any agreement that succeeds the Wollongong City Council Enterprise Agreement 2018 - 2021.

Local Government (State) Award 2020 means the Local Government (State) Award 2020, as varied from time to time, and any award that succeeds the Local Government (State) Award 2020.

Ordinary pay has the same meaning as under the LG (State) Award.

Salary system rate of pay means the rate of pay an employee is entitled to receive under their employer's salary system in recognition of the skills the employee is required to apply on the job.

Senior staff has the same meaning as under the *Local Government Act 1993* (NSW) and includes the general manager of the Council and the holder of all other positions identified in the employer's organisation structure as senior staff positions.

Suitable alternative duties include:

- duties that are within the limits of an employee's skill, competence and training; and/or

- duties, whether the same or different, that have a different span of ordinary hours, different spread of ordinary hours, or different commencement and/or finishing times that are reasonable and which take into consideration carers or family responsibilities, provided that employees make genuine efforts to make themselves available; and/or
- duties that involve working a different number of hours per day or week; and/or
- training, including training in areas unrelated to an employee's substantive role.

Union means any one or more of the following organisations:

- New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU");
- Local Government Engineers' Association of New South Wales ("LGEA");
- Development and Environmental Professionals' Association ("depa");
- Nurses and Midwives' Association of New South Wales ("NSW Nurses");
- Electrical Trades Union of Australia, New South Wales Branch ("ETU"); and
- Health Services Union ("HSU").

6. Relationship with the Local Government (State) Award

- 6.1 This Award is to be read and interpreted in conjunction with the LG (State) Award.
- 6.2 Where there is any inconsistency between this Award and the LG (State) Award, this Award shall prevail to the extent of the inconsistency.
- 6.3 Where this Award is silent, the LG (State) Award shall apply (where applicable).

PART 2 - STATEMENT OF INTENT

7. Intention

- 7.1 This Award puts in place special interim arrangements in response to the COVID-19 pandemic.
- 7.2 Where this Award provides an employer with additional rights which, if exercised by the employer, would result in employees being worse off under this Award than they would be under the LG (State) Award or another applicable industrial instrument(s), those rights may only be exercised as a result of an Order from the State or Commonwealth Government related to COVID-19 responses and for no other reason.
- 7.3 Nothing in this Award prevents changes to working arrangements provided elsewhere under the LG (State) Award (in accordance with the relevant award provisions), including but not limited to the following clauses which are currently identified in the Local Government (State) Award 2020 at subclause 16(x) [Travelling Allowance]; clause 19D [Facilitative Provisions]; clause 23 [Flexibility for Work and Family Responsibilities]; clause 24 [Phased Retirement]; and clause 28 [Job Share Employment].
- 7.4 This Award shall not set any precedent in relation to award entitlements after its expiry.

PART 3 - DISPUTE RESOLUTION PROCEDURE

8. Grievance and Dispute Procedure

- 8.1 Clause 36 [Grievance and Dispute Procedures] of the Local Government (State) Award 2020 shall apply.

PART 4 - ANTI-DISCRIMINATION

9. Anti-Discrimination

- 9.1 Clause 3 [Anti-Discrimination] of the Local Government (State) Award 2020 shall apply.

PART 5 - CONDITIONS OF EMPLOYMENT (GENERAL)

10. Operational Flexibility

- 10.1 The employer may, due to COVID-19, direct an employee to carry out suitable alternative duties, provided that such a direction shall not be unreasonable having regard to the employee's personal circumstances including any family and carer responsibilities.
- 10.2 Where, due to COVID-19, an employee is directed to perform suitable alternative duties, the employee, when performing the suitable alternative duties:
- (a) shall be paid the salary system rate of pay that recognises the skills the employee is required to apply to those duties, provided that the employee shall not suffer a reduction in the salary system rate of pay for their substantive position;
 - (b) shall be entitled to allowances, weekend penalties and shift penalties under the LG (State) Award which are applicable to the suitable alternative duties; and
 - (c) is not entitled to allowances, weekend penalties and shift penalties under the LG (State) Award which are not applicable to the suitable alternative duties.
- 10.3 An employer and an employee may agree to the employee taking their accrued annual leave at half pay through a combination of paid annual leave and leave without pay. Agreement to a combination of paid annual leave and leave without pay shall not be unreasonably refused.
- 10.4 An employee (other than a casual) with less than five (5) years' service may, with the consent of the employer, take long service leave in advance.

11. Employees Working from Home

Spread of Ordinary Hours

- 11.1 Where working from home under this Award, an employee shall not be entitled to shift or weekend penalties, unless directed to work outside their ordinary spread or span of hours.
- 11.2 Ordinary hours of work shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

Home Internet and Home Computer Related Expenses

- 11.3 Employees working from home (due to COVID-19) shall not be entitled to a reimbursement of home internet and/or home computer related expenses, provided that an employer shall not unreasonably refuse to reimburse an employee for such expenses where exceptional circumstances exist and the employee obtains the employer's prior approval before incurring the expense.

- 11.4 Claims for other out-of-pocket expenses (e.g. stationary) shall be processed in accordance with subclause 15(viii) [Expenses] of the LG (State) Award and applicable policies of the employer.
- 11.5 The employer may require proof to justify payments under this clause.

12. Leave for Covid-19 Vaccinations

- 12.1 Employees shall be entitled to leave, without loss of pay, for the time reasonably required to receive a Therapeutic Goods Administration approved vaccination for COVID-19.
- 12.2 The employer may require proof to justify payments under this clause.

PART 6 - CLOSE DOWN

13. Duty to Explore Suitable Alternative Duties

- 13.1 Where, due to COVID-19, employees are unable to perform their normal duties at their normal place of work, the employer shall:
- (a) explore opportunities for the affected employees to work from home or from another location; and/or
 - (b) provide the employees with suitable alternative duties where available; and
 - (c) regularly review these arrangements.
- 13.2 Where an employee can perform their work duties from home or from another location and/or suitable alternative duties are available, and the employee unreasonably refuses to perform such duties, the employee shall not be entitled to the paid COVID-19 special leave and Job Retention Allowance provided at clause 14 of this Award. For this subclause to apply, the employee must have received prior written notice of the consequences of unreasonably refusing to perform their work duties from home or from another location and/or from performing suitable alternative duties.

14. No Useful Work

- 14.1 This clause applies to permanent full-time employees and permanent part-time employees only.
- 14.2 Where, due to COVID-19, the employer has no useful work for employees, the employer may temporarily stand down (or partially stand down) the employees, subject to the following:

Stage 1 - Paid COVID-19 Special Leave, up to four (4) weeks

- 14.3 Subject to subclause 14.4, an employee who is stood down (or partially stood down) under subclause 14.2 shall be entitled to paid COVID-19 special leave at their salary system rate of pay for four (4) weeks or until the employer is able to provide the employee with useful work, whichever occurs first.
- 14.4 Effective from the operative date applying to the employer as indicated in Schedule A of the Award, the amount of paid COVID-19 special leave that an employee is entitled to receive under subclause 14.3 may be absorbed by up to two (2) weeks of paid special leave already received by the employee from the employer in relation to COVID-19 since 8 April 2021.

Example:

Susan is a swimming school instructor.

Arising from Public Health (COVID-19 Restrictions on Gathering and Movement) Order 2020, the pool where Susan works was required to close. As a result, Susan's employer was unable to provide her with useful work and provided her with two (2) weeks paid special leave in May 2021 (after 8 April 2021).

No suitable alternative duties are available, and the employer has now decided to temporarily stand Susan down.

As Susan has already received two (2) weeks paid special leave in relation to COVID-19 since 8 April 2021, she is entitled to two (2) weeks paid COVID-19 special leave (instead of four (4) weeks paid COVID-19 special leave).
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- 14.5 Paid COVID-19 special leave under subclauses 14.3 and 14.4 may be taken:
- (a) in one continuous period; or
 - (b) two or more separate periods.
- 14.6 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) paid COVID-19 special leave shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.
- 14.7 Employees may be recalled back to work by the employer during paid COVID-19 special leave by the giving 24 hours' notice or such shorter period of notice as may be agreed.
- 14.8 Part-time employees shall be entitled to paid COVID-19 special leave on a pro-rata basis according to the regular number of hours worked.
- 14.9 Paid COVID-19 special leave shall be regarded as service for the purposes of computing entitlements under the LG (State) Award. Paid COVID-19 special leave shall also be regarded as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

Stage 2 - Job Retention Allowance, up to 13 weeks (3 months)

- 14.10 An employee who remains stood down (or partially stood down) under subclause 14.2 and who has exhausted their entitlement to paid COVID-19 special leave under subclauses 14.3 or 14.4 and who has accrued annual leave balance not exceeding four (4) weeks, shall be paid a Job Retention Allowance at the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020 for thirteen (13) weeks or until the employer is able to provide the employee with useful work, whichever occurs first. Provided that where a Junior, Trainee or Apprentice employee's regular ordinary rate of pay is less than the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020, the amount to be paid as the Job Retention Allowance shall be the employee's ordinary rate of pay instead of the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020.
- 14.11 The Job Retention Allowance under subclause 14.10 may be taken:
- (a) in one continuous period; or
 - (b) two or more periods that together are not more than thirteen (13) weeks in the aggregate.
- 14.12 Employees may supplement payment of the Job Retention Allowance under this Award by applying to take accrued annual leave or long service leave (including long service leave under 10.4 with the consent of the employer) at the same time.

Example:

Anthony earns approximately \$2,000/week (\$400/day).

Anthony is entitled to the Job Retention Allowance (\$871.10/week as at 8 April 2021) and has accrued annual and long service leave available for use.
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In addition to receiving the Job Retention Allowance (\$871.10/week as at 8 April 2021), Anthony can apply to take 3 days accrued leave per week, which would bring his weekly earnings to approximately \$2,071.10/week.

- 14.13 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) the Job Retention Allowance shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.
- 14.14
- (a) Employees may be recalled back to work by the employer during the period that they are receiving the Job Retention Allowance by the giving of 24 hours' notice or such shorter period of notice as may be agreed.
 - (b) An employee that is temporarily recalled back to work under this subclause to perform their normal duties shall be paid in accordance with the LG (State) Award for the time so recalled.
 - (c) An employee that is temporarily recalled back to work under this subclause to perform suitable alternative duties shall be paid in accordance with subclause 10.2 of this Award for the time so recalled.
- 14.15 Part-time employees shall receive the Job Retention Allowance on a pro-rata basis according to the regular number of hours worked.
- 14.16 An employee who is directed to take excess accrued annual leave and/or long service leave pursuant to the LG (State) Award shall not be entitled to the Job Retention Allowance whilst on such directed leave.
- 14.17 Subject to subclause 14.18, where an employee is receiving the Job Retention Allowance and is not working, such period shall not be regarded as service for the purposes of computing entitlements under the LG (State) Award.
- 14.18 Periods of paid annual leave and long service leave count as service for the purposes of computing leave entitlements under the LG (State) Award and as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.
- 14.19 The Job Retention Allowance is not ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

Stage 3 - Leave without pay

- 14.20 An employee who remains stood down under subclause 14.2 and who has exhausted their entitlements to paid COVID-19 special leave under subclauses 14.3 or 14.4 and the Job Retention Allowance under subclause 14.10 shall be placed on leave without pay until the employer is able to provide the employee with useful work, provided that if the employee has accrued annual leave or long service leave available they may take that leave (including long service leave under subclause 10.4, with the consent of the employer).
- 14.21 If an employee is stood down and placed on leave without pay by an employer as a direct or indirect result of the COVID-19 pandemic:
- (a) the service of the employee with the employer is, despite that break, taken to be continuous service, and
 - (b) the employee continues to accrue annual leave and long service leave while stood down without pay.

15. Savings and Transitional

- 15.1 Nothing in this Award limits the employer's right to direct employees to take accrued annual leave and/or long service leave in accordance with the provisions of the LG (State) Award.
- 15.2 Nothing in this Award prevents the employer from providing additional benefits to employees to help mitigate the adverse effects of COVID-19 on employees.

- 15.3 If, after the commencement of this Award, an employer receives new or additional State and/or Commonwealth Government funding in relation to COVID-19, the employer shall take such funding into consideration when deciding whether to extend the benefits provided by this Award or to provide additional benefits to mitigate the adverse effects of COVID-19 on employees.

16. Leave Reserved

- 16.1 Nothing in this Award limits the employer's right to direct employees to take accrued annual leave and/or long service leave in accordance with the provisions of the LG (State) Award.
- 16.2 Leave is reserved for the Parties to the Award to apply to vary this Award and/or access the Industrial Relations Commission of New South Wales should a State or Commonwealth Government assistance/funding package related to COVID 19 be provided to Employers and/or Employees.

SCHEDULE A-EMPLOYERS COVERED BY THIS AWARD

- A.1 The employers listed in Table 1 below are the employers covered by this Award, as provided by clause 3.
- A.2 For employers listed in Column A of Table 1, subclause 14.4 of the Award operates on and from 8 April 2021.
- A.3 For employers listed in Column B of Table 1, subclause 14.4 of the Award operates on and from [DATE TO BE DETERMINED BY THE COMMISSION, IF REQUIRED].
- A.4 For employers listed in Column C of Table 1, subclause 14.4 of the Award operates on and from [DATE TO BE DETERMINED BY THE COMMISSION, IF REQUIRED].
- A.5 For employers listed in Column D of Table 1, subclause 14.4 of the Award operates on and from [DATE TO BE DETERMINED BY THE COMMISSION, IF REQUIRED].

Table 1 - Employers covered by the Award, and operative date of subclause 13.4

Column A (Subclause 14.4 operates on and from 8 April 2021)	Column B (Subclause 14.4 operates on and from ...)	Column C (Subclause 14.4 operates on and from ...)	Column D (Subclause 14.4 operates on and from ...)
Armidale Regional Council			
Ballina Shire Council			
Bathurst Regional Council			
Bega Valley Shire Council			
Berrigan Shire Council			
Blacktown City Council			
Blue Mountains City Council			
Bogan Shire Council			
Bourke Shire Council			
Brewarrina Shire Council			
Byron Shire Council			
Cabonne Council			
Camden Council			
Campbelltown City Council			
Canterbury Bankstown Council			

Central Coast Council			
Cessnock City Council			
City of Lithgow Council			
Clarence Valley Council			
Cobar Shire Council			
Coffs Harbour City Council			
Coonamble Shire Council			
Cowra Shire Council			
Dubbo Regional Council			
Dungog Shire Council			
Edward River Council			
Federation Council			
Greater Hume Shire Council			
Griffith City Council			
Gunnedah Shire Council			
Hawkesbury City Council			
Hay Shire Council			
Hilltops Council			
Hornsby Shire Council			
Kempsey Shire Council			
Ku-ring-gai Council			
Lane Cove Municipal Council			
Liverpool City Council			
Lockhart Shire Council			
Mid-Coast Council			
Cumberland Council			
Mid-Western Regional Council			
Moree Plains Shire Council			
Muswellbrook Shire Council			
Narrabri Shire Council			
Narrandera Shire Council			
Narromine Shire Council			
Newcastle City Council			
North Sydney Council			
Oberon Council			
Port Stephens Council			
Queanbeyan-Palerang Regional Council			
Randwick City Council			
Riverina Water County Council			
Rous County Council			
Shellharbour City Council			
Shoalhaven City Council			
Singleton Council			
Snowy Valleys Council			
Tamworth Regional Council			

Temora Shire Council			
The Council of the Municipality of Hunters Hill			
The Council of the Municipality of Kiama			
The Hills Shire Council			
Tweed Shire Council			
Uralla Shire Council			
Wagga Wagga City Council			
Walcha Council			
Walgett Shire Council			
Warren Shire Council			
Warrumbungle Shire Council			
Wentworth Shire Council			
Willoughby City Council			
Wollondilly Shire Council			
Woollahra Municipal Council			
Yass Valley Council			

J. V. MURPHY, *Commissioner*

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CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 358771 of 2020)

Before Chief Commissioner Constant
 Commissioner Murphy
 Commissioner Sloan

2 March 2021

VARIATION

1. Delete Part B, Monetary Rates, of the award published 15 January 2016 (378 I.G. 824) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Adult Wages**

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 16 December 2020.

Grade	SWC 2019 %	Weekly Rate Including 2019 Increase \$	SWC 2020 %	Weekly Rate Including 2020 Increase \$
1	2.5	781.90	0.3	784.20
2	2.5	810.90	0.3	813.30
3	2.5	857.40	0.3	860.00
4	2.5	915.20	0.3	917.90
5	2.5	999.50	0.3	1002.50

Table 2 - Junior Wages

The minimum rates of wages per week for junior employees shall be as follows:

- (a) Equivalent to grade 3 or above

Age	SWC 2019 %	Weekly Rate Including 2019 Increase \$	SWC 2020 %	Weekly Rate Including 2020 Increase \$
At 17 years of age	2.5	412.70	0.3	413.90
At 18 years of age	2.5	510.10	0.3	511.60
At 19 years of age	2.5	582.90	0.3	584.60
At 20 years of age	2.5	688.20		690.30

(b) All other junior employees

Age	SWC 2019 %	Weekly Rate Including 2019 Increase \$	SWC 2020 %	Weekly Rate Including 2020 Increase \$
Under 17 years of age	2.5	309.70	0.3	310.60
At 17 years of age	2.5	387.90	0.3	389.10
At 18 years of age	2.5	475.40	0.3	476.80
At 19 years of age	2.5	539.00	0.3	540.60
At 20 years of age	2.5	635.20	0.3	637.10

Table 3 - Telephone Canvassers (Other than for the Sale of Goods)

Classification	SWC 2019 %	Weekly Rate Full-time \$	SWC 2020 %	Weekly Rate Full-time \$	Weekly Rate Part- time (Weekly rate divided by 38) \$	Hourly Rate Casual (Weekly rate divided by 38 plus 20% loading Includes 1/12 holiday pay) \$
Telephone Canvasser	2.5	750.70	0.3	753.00	19.80	25.70

Table 4 - Other Rates and Allowances

Item No.	Clause	Brief Description	2019 Amount \$	2020 Amount \$
1	9.9.1	Saturday Loadings: Adult Employees under 21 years of age	22.30 15.20	22.40 15.20
2	10.3.2	Meal Money (shift Work)	16.00	16.30
3	13.1	Meal Allowance (Overtime)	16.00	16.30
4	13.5	Own Car Allowance: per week For vehicle 1,500cc and under For a vehicle over 1,500cc	119.00 147.10	119.40 147.50
5	13.5	Own Car allowance For use on a casual or incidental basis	0.80 per Km	0.81 per
6	13.7	First-Aid Allowance	13.30	13.30

2. This variation shall take effect from the first full pay period to commence on or after 16 December 2020.

N. CONSTANT, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1361)

SERIAL C9256

ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 361916 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

- Delete Part 9 - Monetary Rates, of the award published 26 December 2008 (366 I.G. 1546) and reprinted 27 January 2012 (372 I.G. 315) and insert in lieu thereof the following:

PART 9 - MONETARY RATES

Table 1 - Rates of Pay

	Previous Rate (2019) \$	SWC Case 2020 1.75% \$
Theatrical Employee Level 1	738.92	751.85
Theatrical Employee Level 2	809.50	823.67
Theatrical Employee Level 3	838.88	853.56
Theatrical Employee Level 4	900.45	916.21
Theatrical Employee Level 5	929.85	946.12
Theatrical Employee Level 6	985.85	1003.10
Theatrical Employee Level 7	1044.60	1062.88

Table 2 - Other Rates and Allowances

Item No.	Clause No.		CPI Classification	Total min per wk 2019 \$	Total min per wk from first full pay period after 28/10/2020 \$
1	20.1.1	Heads of Department Supplying Own tools	Work Related	10.98	11.17
2	20.1.1	Other Employees providing basic tools	Work Related	1.14	1.16
3	20.2	Laundry Allowance - Blouses and Shirts	Clothing and Shoe Repair	3.28	3.30

4	20.2	Laundry Allowance - Other Garments	Clothing and Shoe Repair	8.53	8.57
5	20.2	Laundry Allowance - Other than weekly employees	Clothing and Shoe Repair	2.62	2.63
6	20.2	Laundry Allowance - Other Employees Maximum per week	Clothing and Shoe Repair	11.89	11.95
7	20.3	Front of House - Shoes other than black	Clothing and Shoe Repair	2.41	2.45
8	20.3	Front of House - Shoes other than black maximum per week	Clothing and Shoe Repair	6.19	6.22
9	20.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	Clothing and Shoe Repair	9.27	9.32
10	20.4.1(b)	Costume more unusual than Reasonably necessary - other than engaged by the week	Clothing and Shoe Repair	1.84	1.85
11	20.5.1	Allowance per recording	Work Related	131.61	133.91
12	23.5	Meal Allowance	Meal	10.27	10.69
13	23.6	Meal Allowance	Meal	15.61	16.25
14	34.8.2	Travel period less than one week	Accommodation	173.03	173.20
15	34.8.3	Travel period greater than one week - per week	Accommodation	604.45	605.05
16	34.8.3	Travel period greater than one week -per night	Accommodation	120.92	121.04
17	38.8.6(a)	Cash Allowance per week	Accommodation	604.45	605.05
18	38.8.6(b)	Cash Allowance per night	Accommodation	120.92	121.04
19	34.9	Meals - per day	Meal	57.26	59.61
20	34.9	Meals - maximum per week	Meal	286.34	298.08
21	34.10	Incidentals - per day	Expense Meal	16.45	17.12
22	34.10	Incidentals - maximum per week	Expense Meal	82.25	85.62

Table 3 - Reimbursement of Expenses

Destination	Previous rate (2019) \$	Amount first full pay period after 28/10/20 \$
Sydney and Melbourne	1154.32	1155.47
Adelaide, Hobart, Perth and Brisbane	873.06	873.93
Canberra	1018.01	1019.03
Other Places	795.78	796.58

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 October 2020.

N. CONSTANT, *Chief Commissioner*
 J. V. MURPHY, *Commissioner*
 D. SLOAN, *Commissioner*

(950)

SERIAL C9243

HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 359096 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete paragraph (g) of subclause (vi) Wages of clause 28, Traineeships, of the award published 28 February 2020 (386 I.G. 1000) and insert in lieu thereof the following:

(g)

- (i) Definition of Adult Trainee

An adult trainee for the purpose of this subclause is a trainee who would qualify for the highest wage rate in Industry/Skill Level A, B, or C if covered by that Industry/Skill Level.

- (ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/ Skill Level	First Year of Traineeship SWC 2013 (2.27%) \$	Second Year of Traineeship SWC 2013 (2.27%) \$	First Year of Traineeship SWC 2014 (2.38%) \$	Second Year of Traineeship SWC 2014 (2.38%) \$	First Year of Traineeship SWC 2015 (2.5%) \$	Second Year of Traineeship SWC 2015 (2.5%) \$	Second Year of Traineeship SWC 2020 (2.5%) \$
Industry/ Skill Level A	602.00	626.00	616.30	640.90	631.70	656.90	673.30
Industry/ Skill Level B	581.00	602.00	594.80	616.30	609.70	631.70	647.50
Industry/ Skill Level C	526.00	545.00	538.50	558.00	552.00	571.95	586.20

2. Delete clause 31, State Wage Case Adjustment, and insert in lieu thereof the following:

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2020. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. Delete Part B, Monetary Rates, and Part C, Trainee Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Full Time SWC 2016 (2.5%) \$	Hourly Rate SWC 2016 (2.5%) \$	Full Time SWC 2017 (2.5%) \$	Hourly Rate SWC 2017 (2.5%) \$	Full Time SWC 2018 (2.5%) \$	Hourly Rate SWC 2018 (2.5%) \$	Full Time SWC 2020 (2.5%) \$	Hourly Rate SWC 2020 (2.5%) \$
Level 1	675.50	17.80	692.40	18.20	709.70	18.70	727.40	19.20
Level 2	697.00	18.30	714.40	18.80	732.30	19.30	750.60	19.80
Level 3A	726.00	19.20	744.20	19.70	762.80	20.10	781.90	20.60
Level 3B	747.10	19.60	765.80	20.10	784.90	20.70	804.50	21.20
Level 4	750.80	19.80	769.60	20.30	788.80	20.80	808.50	21.30
Level 5	796.20	21.00	816.10	21.50	836.50	22.00	857.40	22.60
Level 6	877.70	23.20	899.60	23.80	922.10	24.30	945.20	24.90

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate
	%
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	Amount Per Week SWC 2016 (2.5%) \$	Amount Per Week SWC 2017 (2.5%) \$	Amount Per Week SWC 2018 (2.5%) \$	Amount Per Week SWC 2020 (2.5%) \$
1	2(c)	Supervisory loadings - Up to 5 employees	28.30 per week	29.00 per week	29.70 per week	30.40 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	38.50 per week	39.50 per week	40.50 per week	41.50 per week
3	2(c)	Supervisory loadings - 11 or more employees	51.80 per week	53.10 per week	54.40 per week	55.80 per week
4	21(a)	First-aid allowance	13.30 per week 2.55 per shift	13.60 per week 2.65 per shift	13.90 per week 2.70 per shift	14.20 per week 2.80 per shift

5	23(a)	Stocking allowance	3.70 per week 0.80 per day	3.80 per week 0.85 per day	3.90 per week 0.90 per shift	4.00 per week 0.90 per shift
	23(b)	Toilet cleaning allowance	10.90	11.20	11.50	11.80
	23(c)	Laundry Allowance	9.30 per week 1.90 per day	9.50 per week 1.95 per day	9.70 per week 2.00 per day	9.90 per week 2.10 per day
	23(d)	Broken Shift Allowance: for each broken shift so worked	14.10 per day	14.50 per day	14.90 per day	15.30 per day
		Excess fares allowance	9.50 per week 1.90 per day	9.70 per week 1.95 per day	9.90 per week 2.00 per day	10.10 per week 2.10 per day

Table 3 - Base Rate

	Relativity	Amount Per Week (includes 2.5% for 2018)	Amount Per Week (includes 2.5% for 2020)
	%	\$	\$
Level 1	78	345.80	354.40
Level 2	82	363.60	372.70
Level 3A	87.4	387.70	397.40
Level 3B	91.5	405.80	415.90
Level 4	92	408.00	418.20
Level 5	100	443.40	454.50
Level 6	115	509.90	522.60

Table 4 - Supplementary Payments

	Relativity	Supplementary Payments (includes 2.5% for 2019)	Supplementary Payments (includes 1.75% for 2020)
	%	\$	
Level 1	78	110.20	112.15
Level 2	82	112.85	114.80
Level 3A	87.4	116.25	118.30
Level 3B	91.5	118.10	120.15
Level 4	92	119.10	121.20
Level 5	100	124.65	126.85
Level 6	115	137.35	139.75

PART C**TRAINEE MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Year 10 SWC 2016 2.5% \$	Year 11 SWC 2016 2.5% \$	Year 12 SWC 2016 2.5% \$	Year 10 SWC 2017 2.5% \$	Year 11 SWC 2017 2.5% \$	Year 12 SWC 2017 2.5% \$	Year 10 SWC 2018 2.5% \$	Year 11 SWC 2018 2.5% \$	Year 12 SWC 2018 2.5% \$	Year 14 SWC 2020 2.5% \$
School Leaver	305.20	336.00	403.60	312.80	344.40	413.70	320.60	353.00	424.00	434.60
Plus 1 year out of school	336.00	403.60	470.40	344.40	413.70	482.20	353.00	424.00	494.30	506.70
Plus 2 years	403.20	470.40	545.60	413.30	482.20	559.20	423.60	494.30	573.20	587.50
Plus 3 years	470.40	545.60	624.10	482.20	559.20	639.70	494.30	573.20	655.70	672.10
Plus 4 years	545.60	624.10	624.10	559.20	639.70	639.70	573.20	655.70	655.70	672.10
Plus 5 years or more	624.10	624.10	624.10	639.70	639.70	639.70	655.70	655.70	655.70	672.10

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Year 10 SWC 2016 2.5% \$	Year 11 SWC 2016 2.5% \$	Year 12 SWC 2016 2.5% \$	Year 10 SWC 2017 2.5% \$	Year 11 SWC 2017 2.5% \$	Year 12 SWC 2017 2.5% \$	Year 10 SWC 2018 2.5% \$	Year 11 SWC 2018 2.5% \$	Year 12 SWC 2018 2.5% \$	Year 14 SWC 2020 2.5% \$
School Leaver	305.20	336.30	390.70	312.80	344.70	400.50	320.60	353.30	410.50	420.80
Plus 1 year out of school	336.30	390.70	449.60	344.70	400.50	460.80	353.30	410.50	472.30	484.10
Plus 2 years	390.70	449.60	528.20	400.50	460.80	541.40	410.50	472.30	554.90	568.80
Plus 3 years	449.80	528.20	602.00	461.00	541.40	617.10	472.50	554.90	632.50	648.30
Plus 4 years	528.20	602.00	602.00	541.40	617.10	617.10	554.90	632.50	632.50	648.30
Plus 5 years or more	602.00	602.00	602.00	617.10	617.10	617.10	632.50	632.50	632.50	648.30

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Year 10 SWC 2016 2.5% \$	Year 11 SWC 2016 2.5% \$	Year 12 SWC 2016 2.5% \$	Year 10 SWC 2017 2.5% \$	Year 11 SWC 2017 2.5% \$	Year 12 SWC 2017 2.5% \$	Year 10 SWC 2018 2.5% \$	Year 11 SWC 2018 2.5% \$	Year 12 SWC 2018 2.5% \$	Year 14 SWC 2020 2.50% \$
School Leaver	306.30	336.30	387.20	314.00	344.70	396.90	321.90	353.30	406.80	417.00
Plus 1 year out of school	336.30	387.20	435.60	344.70	396.90	446.50	353.30	406.80	457.70	469.10
Plus 2 years	387.20	435.60	485.40	396.90	446.50	497.50	406.80	457.70	509.90	522.60
Plus 3 years	435.60	485.40	543.00	446.50	497.50	556.60	457.70	509.90	570.50	584.80
Plus 4 years	486.30	543.00	543.00	498.50	556.60	556.60	511.00	570.50	570.50	584.80
Plus 5 years or more	543.00	543.00	543.00	556.60	556.60	556.60	570.50	570.50	570.50	584.80

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year 11 SWC 2016 (2.5%) \$	Year 12 SWC 2016 (2.5%) \$	Year 11 SWC 2017 (2.5%) \$	Year 12 SWC 2017 (2.5%) \$	Year 11 SWC 2018 (2.5%) \$	Year 12 SWC 2018 (2.5%) \$	Year 14 SWC 2020 (2.5%) \$
School based Traineeships Skill Levels A, B and C	306.30	336.30	314.00	344.70	321.90	353.30	362.10

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

4. This variation shall take effect from the first full pay period to commence on or after 16 December 2020.

N. CONSTANT, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 361308 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete Part B, Monetary Rates, of the award published 24 January 2020 (386 I.G. 184) and insert in lieu thereof the following:

PART B**MONETARY RATES**

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 October 2020.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2020. These adjustments may offset against:

- i. Any equivalent over-award payments, and/or
- ii. Award wage increases other than State Wage Case adjustments.

Table 1 - Wage Rates - Clause 5

	Rate of Pay Per Week \$
Technical/Trades Band Level 1	953.40
Technical/Trades Band Level 2	1048.60
Technical/Trades Band Level 3	1199.60
Professional Band Level 1	1048.60
Professional Band Level 2	1199.60
Professional Band Level 3	1344.90
Professional Band Level 4	1571.70
Apprentice 1st Year	527.70
Apprentice 2nd Year	623.10
Apprentice 3rd Year	716.00
Apprentice 4th Year	806.30

Table 2 - Other Rates and Allowances

Clause 7 - Special Allowances	
(i) Wages	
(a) Dirty work, etc.	0.40 per hour
(b) Wet places	0.45 per hour
(c) Confined spaces	0.45 per hour
(d) Working underground	0.40 per hour

(e) Working with raw sewerage	8.89 per day
Clause 8 - Tool Allowances	
	Per Week \$
(i) Electrical Tradesperson	36.70
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	93.30
Clause 14 - On Call	
	\$
(iii) On call allowance	121.40
Clause 15 - Meal Breaks and Allowances for Overtime Work	
	\$
(i) Meal allowance	16.60
(ii)(a) Meal allowance	16.60
(ii)(b) Meal allowance working 4 hours overtime	12.70
Clause 24 - Travelling Allowance	
Where the employee works at a distance from the depot greater than:	Amount \$
(ii) 3-10 km	5.70 per day
10-20 km	10.30 per day
20-30 km	14.70 per day
30-40 km	18.90 per day
40-50 km	23.50 per day
For each additional kilometre	\$0.44
Clause 27 - Driving of Motor Vehicles	
	Amount \$
(ii) (a) Use of private vehicle (cents) per kilometre	
Under 2.5 litres	0.68
2.5 litres and over	0.78
(b) Minimum yearly allowance	7556.60
Clause 28 - Industry Allowance	
Industry Allowance	\$60.60 per week
Clause 31 - Miscellaneous	
(ii) (a) West of the line allowance	1.03 per day
(iii) First-aid allowance	3.526 per day

2. This variation shall take effect from the first full pay period commencing on and from 28 October 2020.

N. CONSTANT, Chief Commissioner
J. V. MURPHY, Commissioner
D. SLOAN, Commissioner

(1925)

SERIAL C9253

LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 362005 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

- Delete Part B, of the award published 19 February 2016 (379 I.G. 254) and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

	Current Rate p/week from 28 October 2020 \$
Care Service Employees	
New Entrant Grade 1 Junior	\$750.10
Grade 1	\$875.66
Grade 2	\$930.50
Grade 3	\$986.16
Grade 4	
- Level 1	\$1,037.65
- Level 2	\$1,126.07
Grade 5 from	\$1,201.06
to	\$1,774.72

- Note: Employees classified and paid as Recreational Activities Officers as at 10 November 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.
- Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate p/week from 28 October 2020 \$
Maintenance Supervisors	
Maintenance Supervisor (Otherwise)	\$1,030.32

Maintenance Supervisor (Otherwise)	
- in charge of staff	\$1,052.60
Maintenance Supervisor (Tradesperson)	\$1,117.11
Catering Officer	
Trainee Catering Officer	
1st year	\$911.48
2nd year	\$927.86
3rd year	\$946.68
Assistant Catering Officer	
80-120 beds	\$956.04
120-300 beds	\$1,018.21
300-500 beds	\$1,092.69
500-1000 beds	\$1,121.69
	Current Rate p/week from 28 October 2020 \$
Catering Officer	
80-120 beds	\$1,063.08
120-200 beds	\$1,092.69
200-300 beds	\$1,121.69
300-500 beds	\$1,177.65
500-1000 beds	\$1,271.16
Diversional Therapist	
1st year of experience	\$950.96
2nd year of experience	\$998.27
3rd year of experience	\$1,045.07
4th year of experience	\$1,091.78
5th year of experience and thereafter	\$1,136.55
Dieticians	
1st year of service	\$1,035.31
2nd year of service	\$1,080.79
3rd year of service	\$1,134.82
4th year of service	\$1,193.32
5th year of service	\$1,247.46
6th year of service	\$1,290.60
7th year of service	\$1,323.26
Therapists and Social Workers (excluding Diversional Therapists)	
1st year of service	\$1,008.44
2nd year of service	\$1,035.31
3rd year of service	\$1,080.79
4th year of service	\$1,134.82
5th year of service	\$1,193.32
6th year of service	\$1,247.46
7th year of service	\$1,290.60
8th year of service & thereafter	\$1,323.26
Apprentices	
Apprentice Cook	
1st year	\$591.68
2nd year	\$813.59
3rd year	\$912.19

Apprentice Gardener		
1st year		\$493.08
2nd year		\$591.68
3rd year		\$788.97
4th year		\$887.57
Homecare Employees		
Homecare Employee		
Grade 1		\$880.65
Grade 2		\$923.89
Grade 3		\$987.99
		Current Rate p/week from 28 October 2020 \$
Live-in Homecarers		
Grade 1	Daily Rate	\$229.04
Grade 2	Daily Rate	\$258.65
Grade 3	Daily Rate	\$299.86
Clerical & Administrative Employees		
Juniors		
At 16 years of age and under		\$479.04
At 17 years of age		\$542.84
At 18 years of age		\$622.40
At 19 years of age		\$701.46
At 20 years of age		\$773.40
Adults		
Grade 1		\$945.05
Grade 2		\$1,001.22
Grade 3		\$1,049.65
Grade 4		\$1,106.94
Grade 5		\$1,156.90

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Allowances

Item No.	Clause No.	Brief Description		Current Rate \$
1	6(xi)(c)	Broken Shift	per shift	11.17
2	8(iii)(a)	Overtime - Breakfast *	per meal	13.74
3	8(iii)(b)	Overtime - Luncheon *	per meal	17.75
4	8(iii)(c)	Overtime - Evening Meal *	per meal	25.92
5	9(iii)(b)	Overtime - recall use of own vehicle *	per klm	0.39
6	9(iii)(c) 13(i)	On Call Allowance	per day (24 hrs)	18.20
7	13(ii)	Climatic & Isolation Allowance	per/week	7.24
8	15(i)(a)	Climatic & Isolation Allowance	per week	13.69
9	15(i)(b)	Cleaning/Scraping Work - Confined Space	per hour	0.68

10	9(iii)(c)	Cleaning Scraping Work - Boiler/Flue	per hour	1.09
11	15(ii)	Linen Handling - Nauseous Nature	per hour	0.35
12	15(v)	Use of own vehicle	per week	0.78
13	15(ix)	Laundry & Dry Cleaning certificate Allowance	per week	12.04
14	26(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	29.63
15	26(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	42.38
26	26(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	53.52
17	26(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	65.35
18	28(i)(c)	Uniform Allowance *	per week	7.05
19	28(i)(d)	Special Type Shoes Allowance *	per week	2.17
20	28(i)(e)	Cardigan or Jumper Allowance *	per week	2.10
21	28(i)(f)	laundry Allowance - Uniform *	per week	5.82
22	29(ii)(d)	Sleepover Allowance	per shift	52.91
23	39(vi)	Apprentice - TAFE Examination Allowance	per week	11.17

Note: Allowances marked * did not increase by CPI (June 2019 until June 2020 -0.3%)

2. Delete subclause A.4 of Schedule A, Training Wages and insert in lieu thereof the following:

A.4 Minimum Wages

A.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause A5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Schedule B are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	348.90	384.62	461.74
Plus 1 year out of school	384.62	461.74	537.55
Plus 2 years out of school	461.74	537.55	624.75
Plus 3 years out of school	537.55	624.75	713.88
Plus 4 years out of school	624.75	713.88	713.88
Plus 5 or more years out of school	713.88	713.88	713.88

A.4.2 Minimum wages for part-time traineeships

(a) Wage Level A

The minimum wages for a trainee undertaking a part-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B are:

	Highest Year of Schooling completed		
	Year 10 Per hour \$	Year 11 Per hour \$	Year 12 Per hour \$
School Leaver	11.49	12.65	15.18
Plus 1 year out of school	12.64	15.18	17.63
Plus 2 years	15.18	17.63	17.63
Plus 3 years	17.63	20.57	23.47
Plus 4 years	20.57	23.47	23.47

Plus 5 years or more	23.47	23.47	23.47
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(b) School-based traineeships

The minimum wages for a trainee undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage A by Schedule B are as follows when the trainee works ordinary hours:

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Wage Level A	\$11.49	12.65

SCHEDULE B: ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

The wage levels applying to training packages and their AQF certificate levels are:

Wage Level A

Training package
Business Services

AQF certificate level

- I
- II
- III
- IV

Community Services

- II
- III
- IV

3. This variation shall take effect from the first full pay period commencing on and from 28 October 2020.

N. CONSTANT, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
D. SLOAN, *Commissioner*

(007)

SERIAL C9255**MARINE CHARTER VESSELS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 360500 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 12 April 2002 (332 I.G. 875) and reprinted 27 February 2012 (372 I.G. 420) and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2020. These adjustments may be offset against:
 - (a) Any equivalent overaward payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Rate Per Week (2019) \$	State Wage Case 2020 (applying a 1.75% increase) Per Week \$	Total Wages Per Week \$
Master (vessels 35m and over)	932.28	16.32	948.60
Engineer (vessels 35m and over)	932.28	16.32	948.60
Master (vessels 20m and over)	836.85	14.65	851.50
Engineer (vessels 20m and over)	836.85	14.65	851.50
Master (vessels under 20m but 18.25 and over)	820.16	14.35	834.51
Engineer (vessels under 20m but 18.25 and Over)	820.16	14.35	834.51
Master (vessels under 18.25m)	815.62	14.27	829.89
General - purpose Hand	739.07	12.93	752.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount (0% increase due to 2019- 20 June quarter CPI -0.3%) \$
1	5(b)	Meal Allowance	\$12.00
2	6(iii)(a)	Certificate of Competency (per day or part thereof)	\$4.23
3	14(i)	Uniforms	\$14.55
4	17	Compensation for Personal Effects	\$1,157.37

3. This variation shall take effect from the beginning of the first pay period to commence on or after 28 October 2020 in accordance with the State Wage Case 2020.

N. CONSTANT, *Chief Commissioner*
 J. V. MURPHY, *Commissioner*
 D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 359049 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete paragraph (c) of subclause (i) of clause 9, Wages, of the award published 6 September 2019 (385 I.G. 187), and insert in lieu thereof the following:
 - (c) The rates of pay in this award include the adjustments payable pursuant to orders made in the the State Wage Case 2020. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases other than State Wage Case adjustments.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

TABLE 1B

WAGES - SUPPORT WORKER CLASSIFICATIONS

Classification	Rate at 16/12/2018 \$	Rate at 16/12/2020 \$ 2.5%
Support Worker	771.80	791.10
Support Worker(Qualified Cook)	789.04	808.80

TABLE 1C

NEW WAGES - CHILD CARE CLASSIFICATIONS IN LONG DAY CARE

Level	Step	Rate at 16/12/2018 \$	Rate at 16/12/2020 \$ 2.5%
CCW	1	881.50	903.50
	2	888.70	910.90
	3	895.70	918.10
	4	902.80	925.40
	5	911.40	934.20
ACCW	1	920.10	943.10
	2	938.00	961.50

	3	968.90	993.10
ACCWQ	1	985.00	1009.60
	2	1085.60	1112.70
	3	1138.20	1166.70
	4	1194.80	1224.70
Asst Co-ord		1004.10	1029.20
Asst Co-ord Qual		1221.30	1251.80
Co-Ord OOSH	L1	1075.90	1102.80
Co-Ord LDC	L2	1102.40	1130.00
	L3	1138.60	1167.10
	L4	1184.00	1213.60
Co-Ord Qual OOSH		1314.50	1347.40
Co-Ord Qual LDC	L2	1340.80	1374.30
	L3	1377.10	1411.50
	L4	1422.60	1458.20

TABLE 1D

NEW WAGES - CHILD CARE CLASSIFICATIONS IN PRE-SCHOOLS

Level	Step	Rate at 16/12/2018 \$	Rate at 16/12/2020 \$ 2.5%
CCW	1	849.60	870.80
	2	856.60	878.00
	3	863.30	884.90
	4	870.10	891.90
	5	878.50	900.50
ACCW	1	886.70	908.90
	2	905.00	927.60
	3	932.70	956.00
ACCWQ	1	950.30	974.10
	2	1045.70	1071.80
	3	1096.30	1123.70
	4	1150.90	1179.70
Asst Co-ord		967.70	991.90
Asst Co-ord Qual		1176.40	1205.80
Co-ord OOSH	L1	1041.00	1067.00
Co-Ord Pre-School	L2	1067.60	1094.30
	L3	1103.80	1131.40
	L4	1149.40	1178.10
Co-Ord Qual OOSH		1270.70	1302.50

Co-Ord Qual Pre-Sch	L2	1297.10	1329.50
	L3	1333.30	1366.60
	L4	1378.70	1413.20

TABLE 2**Additional Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount 16/12/2018 \$	Amount 16/12/2020 \$
1	10 (ii)(a)	Broken Shift	77.90 Per week 15.60 Per day	79.80 Per week 16.00 Per day
2	10 (ii)(b)	Excess Fares	10.60	10.90
3	10 (iii)	Uniform: Laundry Allowance	5.60	5.70
4	10 (iv)	Cooks Uniforms: Laundry Allowance	9.00	9.20
5	10 (vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate		
6	10 (vi)(b)	Hotel & Restaurant Cookery Certificate	16.30	16.70
7	12 (iv)	Meal Money	8.70	8.90
8	10 (ix)	Authorised Supervisor	42.10 Weekly 8.50 daily	43.20 Weekly 8.70 daily

Note: The rates at Table 1B, Table 1C, Table 1D and Table 2 reflect the adjustments made to the wage and wage related allowances of the awards listed in Annexure C to the orders made in the State Wage Case 2019.

3. This variation shall take effect from the first full pay period to commence on or after 16 December 2020.

N. CONSTANT, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 358969 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Webster

2 March 2021

VARIATION

1. Delete Part B, Monetary Rates, of award published 21 February 2020 (386 I.G. 552) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wage Rates

Classification	Rate per week applicable following the increase of SWC 2019 \$	New Rate Per Week effective from the first full pay period on or after 16 December 2020 \$
Field Staff Grade 1	817.10	831.40
Field Staff Grade 2	848.90	863.80
Field Staff Grade 3	898.90	914.60
Live-in Houseworker Grade 1	1062.40	1081.00
Live-in Houseworker Grade 2	1188.50	1209.30
Live-in Houseworker Grade 3	1395.40	1419.80

Table 2 - Other Wage Rates

Rate	Field Staff Grade 1 \$	Field Staff Grade 2 \$	Field Staff Grade 3 \$
Part-time minimum daily payment - hourly rate	21.90	22.70	24.10
Casual per hour includes 20% loading	26.30	27.20	28.90
Composite per hour includes 20%	26.30	27.20	28.90
Composite casual per hour includes 20% plus 20%	30.70	31.80	33.70

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(ii)	Shift Allowance	9.90 for each break in the shift
2	13(iii)	Sleep Over Allowance	50.60 per night
3	16	Meal Money (overtime)	12.30
4	29(i)(a)	Vehicle Allowance	0.90 per kilometre

2. This variation shall take effect from the first full pay period to commence on or after 16 December 2020.

N. CONSTANT, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(550)

SERIAL C9241

MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 358823 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete subclause 12.2, Minimum Rates of Pay, of clause 12, Classifications and Wage Rates, of the award published 24 January 2020 (386 I.G. 222) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Former Rate Per Week	New Rate Per Week effective from the first full pay period on or after 16 April 2021
	\$	\$
Introductory Level	727.40	740.10
LEVEL 1		
Hospitality Services Grade 1	750.60	763.70
LEVEL 2		
Hospitality Services Grade 2	785.30	799.00
Leisure Attendant Grade 1	785.30	799.00
Hospitality Administration and Front Office Grade 1	785.30	799.00
LEVEL 3		
Hospitality Services Grade 3	810.90	825.10
Hospitality Administration and Front Office Grade 2	810.90	825.10
Leisure Attendant Grade 2	810.90	825.10
LEVEL 4		
Hospitality Services Grade 4	857.40	872.40
Hospitality Administration and Front Office Grade 3	857.40	872.40
Leisure Attendant Grade 3	857.40	872.40
LEVEL 5		
Hospitality Services Grade 5	915.30	931.30
Hospitality Administration and Front Office Supervisor	915.30	931.30
LEVEL 6		
Hospitality Services Grade 6	941.60	958.10

2. Delete subclause 12.4 of clause 12, Classifications and Wage Rates, and insert in lieu thereof the following:

12.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2020. These adjustments may be offset against:

- (i) Any equivalent over-award payments, and/or

- (ii) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
3. Delete paragraph 16.2.1 of subclause 16.2 of clause 16, Allowances, and insert in lieu thereof the following:

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day effective from the first full pay period on or after 16 April 2021 \$
Under 10	Nil
10 but under 10-1/2	1.70
10-1/2 but under 11-1/2	3.40
11-1/2 or more	5.00

4. This variation shall take effect from the first full pay period to commence on or after 16 April 2020.

N. CONSTANT, *Chief Commissioner*
 J. V. MURPHY, *Commissioner*
 D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(4229)

SERIAL C9254**NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 361383 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete paragraph (iv) of subclause (a) from clause 7, Wages, of the award published 2 August 1996 (294 I.G. 77) and reprinted 27 January 2012, (372 I.G. 588) and insert in lieu thereof the following:

(iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2020.

These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates, take effect from the first pay period on or after 28 October 2020.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Monetary Rate for Trainees****WAGES**

Effective from the first full pay period on or after 28 October 2020

Highest Year of Schooling Completed			
Skill Level A - Year 10	Existing 2019	Increase	SWC 2020
School Leaver	\$342.90	1.75%	\$348.90
1 year out of school	\$377.90	1.75%	\$384.50
2 years out of school	\$453.80	1.75%	\$461.70
3 years out of school	\$528.30	1.75%	\$537.50
4 years out of school	\$614.00	1.75%	\$624.70
5 years out of school	\$701.60	1.75%	\$713.90
Highest Year of Schooling Completed			
Skill Level A - Year 11	SWC 2019	Increase	SWC 2020
School Leaver	\$378.00	1.75%	\$384.60
1 year out of school	\$453.80	1.75%	\$461.70
2 years out of school	\$528.30	1.75%	\$537.50
3 years out of school	\$614.00	1.75%	\$624.70

4 years out of school	\$701.70	1.75%	\$714.00
5 years out of school	\$701.70	1.75%	\$714.00

Highest Year of Schooling Completed			
Skill Level A - Year 12	SWC 2019	Increase	SWC 2020
School Leaver	\$453.80	1.75%	\$461.70
1 year out of school	\$528.30	1.75%	\$537.50
2 years out of school	\$614.00	1.75%	\$624.70
3 years out of school	\$701.70	1.75%	\$614.00
4 years out of school	\$701.70	1.75%	\$714.00
5 years out of school	\$701.70	1.75%	\$714.00

Table 2 - Monetary Rates for School Based Traineeships

Year of Schooling - Year 11	SWC 2019	Increase	SWC 2020
Skill Level 1	\$329.50	1.75%	\$335.30
Year of Schooling - Year 12	SWC 2019	Increase	SWC 2020
Skill Level 1	\$378.00	1.75%	\$384.60

Table 3 - Wages - School Based Traineeships

Year of Schooling - Year 11	SWC 2019	Increase	SWC 2020
Skill Levels A,B,C.	\$229.00	1.75%	\$233.00
Year of Schooling - Year 12	SWC 2019	Increase	SWC 2020
Skill Levels A,B,C.	\$250.70	1.75%	\$255.10

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 October 2020

N. CONSTANT, *Chief Commissioner*
 J. V. MURPHY, *Commissioner*
 D. SLOAN, *Commissioner*

NURSING HOMES, &c., NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 361947 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete subclause (iii) of clause 49, Area Incidence and Duration, of the award published 24 January 2020 (386 I.G. 273) and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2020. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates, take effect from the first pay period on or after 28 October 2020.

2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2019 FFPP 28/09/2019	Increase 1.75%	SWC 2020 FFPP 28/10/2020
Assistant in nursing/trainee enrolled nurse			
Under 18 years			
First year of experience	\$711.10	1.75%	\$723.50
Second year of experience	\$742.70	1.75%	\$755.70
Thereafter	\$772.20	1.75%	\$785.70
18 years and over			
First year of experience	\$835.70	1.75%	\$850.30
Second year of experience	\$861.50	1.75%	\$876.60
Third year of experience	\$887.70	1.75%	\$903.20
Thereafter	\$914.50	1.75%	\$930.50
Enrolled nurse			
First year of experience	\$1,019.90	1.75%	\$1,037.70
Second year of experience	\$1,040.70	1.75%	\$1,058.90
Third year of experience	\$1,063.00	1.75%	\$1,081.60
Fourth year of experience	\$1,084.80	1.75%	\$1,103.80

Thereafter	\$1,106.70	1.75%	\$1,126.10
Registered nurse general, MR Psych., Infants, geriatric, midwifery			
First year of service	\$1,151.80	1.75%	\$1,172.00
Second year of service	\$1,213.10	1.75%	\$1,234.30
Third year of service	\$1,274.10	1.75%	\$1,296.40
Fourth year of service	\$1,339.40	1.75%	\$1,362.80
Fifth year of service	\$1,404.40	1.75%	\$1,429.00
Sixth year of service	\$1,469.30	1.75%	\$1,495.00
Seventh year of service	\$1,543.70	1.75%	\$1,570.70
Eighth year of service	\$1,605.70	1.75%	\$1,633.80
Nursing unit manager (personal to current occupants as at 1 March 1999).			
Level 1			
First year	\$1,777.90	1.75%	\$1,809.00
Second year	\$1,827.20	1.75%	\$1,859.20
Level 2	\$1,874.90	1.75%	\$1,907.70
Level 3	\$1,920.00	1.75%	\$1,953.60
Nurse undergoing pre-registration Assessment	\$997.00	1.75%	\$1,014.40
Clinical nurse specialist	\$1,670.50	1.75%	\$1,699.70
Clinical nurse consultant	\$1,967.80	1.75%	\$2,002.20
Clinical nurse educator	\$1,670.50	1.75%	\$1,699.70
Nurse educator			
First year	\$1,777.80	1.75%	\$1,808.90
Second year	\$1,827.20	1.75%	\$1,859.20
Third year	\$1,871.20	1.75%	\$1,903.90
Fourth year	\$1,967.80	1.75%	\$2,002.20
Senior nurse educator			
First year	\$2,014.70	1.75%	\$2,050.00
Second year	\$2,055.40	1.75%	\$2,091.40
Third year	\$2,122.90	1.75%	\$2,160.10
Assistant director of nursing			
Less than 150 beds	\$1,827.20	1.75%	\$1,859.20
150-250 beds	\$1,967.80	1.75%	\$2,002.20
250 beds and over	\$2,014.70	1.75%	\$2,050.00
Deputy director of nursing			
Less than 20 beds	\$1,863.70	1.75%	\$1,896.30
20 beds, less than 75 beds	\$1,911.00	1.75%	\$1,944.40
75 beds, less than 100 beds	\$1,954.60	1.75%	\$1,988.80
100 beds, less than 150 beds	\$1,995.50	1.75%	\$2,030.40
150 beds, less than 200 beds	\$2,055.30	1.75%	\$2,091.30
200 beds, less than 250 beds	\$2,122.90	1.75%	\$2,160.10
250 beds, less than 350 beds	\$2,201.40	1.75%	\$2,239.90
350 beds, less than 450 beds	\$2,278.80	1.75%	\$2,318.70
450 beds, less than 750 beds	\$2,362.50	1.75%	\$2,403.80
750 beds and over	\$2,452.70	1.75%	\$2,495.60
Director of nursing			
Less than 25 beds	\$2,080.50	1.75%	\$2,116.90
25 beds, less than 50 beds	\$2,201.40	1.75%	\$2,239.90

50 beds, less than 75 beds	\$2,247.90	1.75%	\$2,287.20
75 beds, less than 100 beds	\$2,294.00	1.75%	\$2,334.10
100 beds, less than 150 beds	\$2,359.30	1.75%	\$2,400.60
150 beds, less than 200 beds	\$2,437.30	1.75%	\$2,480.00
200 beds, less than 250 beds	\$2,514.80	1.75%	\$2,558.80
250 beds, less than 350 beds	\$2,608.30	1.75%	\$2,653.90
350 beds, less than 450 beds	\$2,764.00	1.75%	\$2,812.40
450 beds, less than 750 beds	\$2,922.80	1.75%	\$2,973.90
750 beds and over	\$3,104.40	1.75%	\$3,158.70

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	Rate 2019 \$	Increase %	Rate 2020 \$	Period
1	In Charge of Nursing Home (a) less than 100 beds	10(i)(a)	28.56	1.75	29.06	per shift
	(b) 100 beds and less than 150 beds		45.97	1.75	46.77	per shift
2	In Charge of ward/unit	10(i)(b)	28.56	1.75	29.06	per shift
3	On Call	10(ii)(a)	25.44	1.75	25.89	per 24 hours or part thereof
4	On Call on rostered days off	10(ii)(b)	50.88	1.75	51.77	per 24 hours or part thereof
5	On Call During Meal Break	10(ii)(c)	13.77	1.75	14.01	per shift
6	Travelling Allowance	10(ii)(d)	0.79	0	0.79	per km
7	Climatic Allowance	11(i)	5.27	1.75	5.36	per week
8	Isolation Allowance	11(ii)	10.20	1.75	10.38	per week
9	Expense Allowance for DON's less 100 beds	13	287.81	0	287.81	per annum
	100 - 299 beds		574.41	0	574.41	per annum
	300 - 499 beds		862.24	0	862.24	per annum
	over 500 beds		1,150.44	0	1,150.44	per annum
10	Uniforms	16(ii)(a)	7.72	0	7.72	per week
11	Shoes	16(ii)(a)	2.39	0	2.39	per week
12	Cardigan or Jacket	16(ii)(b)	2.32	0	2.32	per week
13	Stockings	16(ii)(c)	4.02	0	4.02	per week
14	Socks	16(ii)(d)	0.80	0	0.80	per week
15	Laundry	16(iv)	6.45	0	6.45	per week
16	Meal on Overtime	18(vi)	11.37	0	11.37	per week
17	Breakfast	28(i)(c)	4.26	0	4.26	per week
18	Other Meals	28(i)(c)	7.71	0	7.71	per week

Table 3 - Continuing Education Allowances

Item No.	Brief Description	Clause No.	Rate 2019 \$	Increase %	Rate 2020 \$	Period
1	Continuing education allowance: RN	10A(vii)	23.96	1.75	24.38	per week
2	Continuing education allowance: RN	10A(viii)	39.92	1.75	40.62	per week
3	Continuing education allowance: RN	10A(ix)	47.91	1.75	48.75	per week
4	Continuing education allowance: EN	10A(x)	15.97	1.75	16.25	per week

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 October 2020.

N. CONSTANT, *Chief Commissioner*
 J. V. MURPHY, *Commissioner*
 D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

RESTAURANTS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 358930 of 2020)

Before Chief Commissioner Constant
 Commissioner Murphy
 Commissioner Sloan

2 March 2021

VARIATION

1. Delete Part B, Monetary Rates of the award published 6 March 2020 (386 I.G. 1227) and insert in lieu thereof the following:

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

Classification	Former Rate Per Week \$	New Rate Per Week effective from the first full pay period on or after 16 April 2021 \$
Grade 1	737.10	750.00
Grade 2	760.60	773.90
Grade 3	796.20	810.10
Grade 4	822.20	836.60
Grade 5	869.90	885.10
Grade 6	926.00	942.20
Grade 7	955.60	972.30

The rates of pay in this award include the adjustments payable under the State Wage Case 2020. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	Former Rate Per Week \$	New Rate Per Week effective from the first full pay period on or after 16 April 2021 \$
1	7.1	Meal Allowance	15.30	15.60
2	14.2	Apprentice's Tool Allowance	0.94	0.96

3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	4.40 per day to a Maximum of 13.30 2.56 per day to a Maximum of 7.60	4.50 per day to a Maximum of 13.50 2.60 per day to a Maximum of 7.70
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2. This variation shall take effect from the first full pay period to commence on or after 16 April 2020.

N. CONSTANT, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
D. SLOAN, *Commissioner*

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 358949 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete paragraph 11.1.2 of clause 11, Wages, of the award published 21 February 2020 (386 I.G. 620), and insert in lieu thereof the following:

11.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case of 2020. These adjustments may be offset against:

- (i) any equivalent over-award payment, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	Former rate per week SWC 2019 \$	New rate per week SWC 2020 \$
Grade 1	837.10	851.70
Grade 2	862.50	877.60
Grade 3	878.10	893.50
Grade 4	902.40	918.20
Grade 5	933.00	949.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate Per Week from the first pay period to commence on or after 16 Dec 2019 \$	Rate Per Shift from the first pay period to commence on or after 16 Dec 2019 \$	Rate Per Week from the first pay period to commence on or after 16 April 2021 \$	Rate Per Shift from the first pay period to commence on or after 16 April 2021 \$
	12.1	Leading Hand Allowance		Casuals only		Casuals only
1		up to 5 Employees	37.00	7.60	37.60	7.70

2		6 to 10 Employees	41.90	9.40	42.60	9.60
3		11 to 15 Employees	54.80	11.00	55.80	11.20
4		16 to 20 Employees	63.20	12.70	64.30	12.90
5		Over 20 Employees	63.20	12.70	64.30	12.90
6		for each Employee Exceeding 20, extra	0.92	0.25	0.94	0.25
7	12.2	Relieving Officer	36.80		37.40	
	12.3	First Aid Allowance		Casuals only		Casuals only
8		Industrial	20.80	4.20	21.20	4.30
9	12.4	Gun Allowance	14.20	3.00	14.40	3.10
10	12.5	Locomotion Allowance		All employees		
11		Motor Vehicle/cycle		34.20		34.80
12		Bicycle		3.70		3.80
13	12.6	Meal Allowance		10.90		11.10
14	12.7	Fares Allowance		9.30		9.50
15	12.8	Overnight Meal Allowance		89.00		90.60
			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour	Permanent Employees Rate Per Hour	Casual Employees Rate Per Hour
16	12.9	Aviation Allowance	1.50	1.50	1.52	1.52

3. This variation shall take effect from the first full pay period to commence on or after 16 April 2021.

N. CONSTANT, *Chief Commissioner*
 J. V. MURPHY, *Commissioner*
 D. SLOAN, *Commissioner*

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(601)

SERIAL C9242

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 358997 of 2019)

Before Chief Commissioner Constant
 Commissioner Murphy
 Commissioner Sloan

2 March 2021

VARIATION

1. Delete subclause (b) of clause 38, Wages, of the award published 24 January 2020 (386 I.G. 349) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2020. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

(i)

Group No	Description	Former Rate Per Week	SWC 2020 1.75%	New Rate Per Week effective from the first full pay period on or after 16 April 2021
		\$	\$	\$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of,	808.40	14.10	822.50

	commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day			
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of clause 38, Wages.	816.90	14.30	831.20
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	823.40	14.40	837.80
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			
	(i) Without the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants (ii) With the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants	823.50 835.40 849.80 860.80 825.50 838.70 855.90 865.60	14.40 14.60 14.90 15.10 14.40 14.70 15.00 15.10	837.90 850.00 864.70 875.90 839.90 853.40 870.90 880.70
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - clause 38 Wages.	832.60	14.60	847.20
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	808.40	14.10	822.50

3. Delete Table 2 - Other Rates & Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates & Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	3.04 per shift
2	5(a)	Night interval employees (working one night per week)	4.85 per shift
3	6(i)(b), (c) 36(i)(d) 6(ii)(a)	Meal Allowances	16.10

4	6(ii) 16(vii)	Breakfast Allowance	8.80
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees	8.97 per shift
		Employees under 21 years of age	5.74 per shift
		Engagements exceeding four hours - Adult Employees	18.36 per shift
		Employees under 21 years of age	9.91 per shift
	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees	8.97 per shift
		Employees under 21 years of age	5.74 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	2.66 each night
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment	11.90 4.20 11.90
		Laundering Allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	7.10 2.60 7.10
8	38(1)(i)2(b)	Window Dressers under the age of 21	12.20 per week
9	35(i)(a)	Section Head	18.00 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	40.90 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	28.10 per week
12	35(ii)(a)	Employee delivering goods	5.90 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	59.10 per week 12.00 per day
14	35(ii)(c)	First-aid attendant	2.40 per day
15	35(ii)(d)	Employee engaged to speak a second language	11.80 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	24.20 per week 12.00 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	14.30 per week 43.30 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	150.80 per week 179.60 per week 0.45 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.68 per km 0.74 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.81 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	11.40 per week

21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	17.10 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	22.80 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	20.80 per hour 20.40 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	8.97 5.74

3. This variation shall take effect from the first full pay period to commence on or after 16 April 2021.

N. CONSTANT, *Chief Commissioner*
J. V. MURPHY, *Commissioner*
D. SLOAN, *Commissioner*

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(677)

SERIAL C9246**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 359067 of 2020)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

2 March 2021

VARIATION

1. Delete Part B, Monetary Rates, of award published 20 April 2000 (315 I.G. 192) and reprinted 27 January 2012 (372 I.G. 855) and insert in lieu thereof the following:

PART B**MONETARY RATES**

	Former Rate Per Week	Increase	New Rate Per Week effective from the first full pay period on or or after 1 April 2021
	\$	%	\$
Transport Worker Grade One	835.66	1.75	850.28
Transport Worker Grade Two	859.42	1.75	874.46
Transport Worker Grade Three	875.94	1.75	891.27
Transport Worker Grade Four	890.43	1.75	906.01
Transport Worker Grade Five	927.41	1.75	943.64
Transport Worker Grade Six	936.70	1.75	953.09
Transport Worker Grade Seven	964.75	1.75	981.63
Transport Worker Grade Eight	1022.45	1.75	1040.34

Table 2 - Wages (Clause 1.2 Mobile Cranes &c., Rates)			
	Former Rate Per Week	Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2021
	\$	%	\$
(i) Mobile Cranes			
Grade A	1014.53	1.75	1032.28
Grade B	1037.62	1.75	1055.78
Grade C	1060.35	1.75	1078.91
Grade D	1083.10	1.75	1102.05
Additional Amount	22.97	1.75	23.37
(ii) Mobile Hydraulic Platforms			
Grade A	925.60	1.75	941.80
Grade B	930.70	1.75	946.99
Grade C	964.30	1.75	981.18
Grade D	987.50	1.75	1004.78
Grade E	1014.53	1.75	1032.28
Additional Amount	2.15	1.75	2.19

Grade F	1014.53	1.75	1032.28
(iii) Crane Offsider	1014.53	1.75	1032.28
(iv) Advanced Crane Offsider	1060.35	1.75	1078.91

Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)			
	Former Rate Per Week	Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2021
	\$	%	\$
Grade A	942.92	1.75	959.42
Grade B	970.63	1.75	987.62
Grade C	987.15	1.75	1004.43
Grade D	998.81	1.75	1016.29
Grade E	1008.31	1.75	1025.96
Grade F	1046.56	1.75	1064.88

Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)			
	Former Rate Per Week	Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2021
	\$	%	\$
Grade A	911.70	1.75	927.65
Grade B	930.70	1.75	946.99
Grade C	964.30	1.75	981.18
Grade D	987.50	1.75	1004.78
Grade E	1014.53	1.75	1032.28
Additional Amount	2.15	1.75	2.19

Table 5 - Wages (Clause 1.5 Furniture Removals)			
	Former Rate Per Week	Increase	New Rate Per Week
	\$	%	\$
Furniture Removalist Offsider	844.26	1.75	859.03

Table 6 - Wages (Clause 1.6 - Chauffeurs)			
	Former Rate Per Week	Increase	New Rate Per Week
	\$	%	\$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	842.67	1.75	857.42

Table 7 - Allowances					
Item No.	Clause No.	Brief Description	Former Rate	Increase	New Rate effective from the first full pay period on or after 1 April 2021
			\$	%	\$
1	2.1	Furniture Removals	36.86 per week	1.75	37.51
2	2.2.1	Driving agitator trucks	0.72 per hour	1.75	0.73
3	2.2.1	Maximum Payment - agitator trucks	28.24 per week	1.75	28.73
4	2.2.2	Delivery/placement of concrete rate	2.24 per week	1.75	2.28
5	2.3	Leading Hands	44.49 per week	1.75	45.27
6	2.4	Collecting Butcher Bones, Fat, etc.	9.30 per week	1.75	9.46

7	2.5	Extra Horses	23.08 per horse	1.75	23.48
8	2.6	Working in Forests	29.13 per week	1.75	29.64
9	2.7.1.2	Long/wide loads	2.24 per hour or part thereof	1.75	2.28
10	2.7.1.2	Long/wide loads - minimum payments	9.30 per day	1.75	9.46
11	2.7.1.3	Long/wide loads	4.37 per hour or part thereof	1.75	4.45
12	2.7.1.3	Long/wide loads - minimum payment	17.25 per day	1.75	17.55
13	2.7.2	Rear-end steering	6.27 per day	1.75	6.38
14	2.7.2	Rear-end steering - minimum payment	25.22 per day	1.75	25.66
15	2.8	HIAB cranes, etc.	40.45 per day	1.75	41.16
16	2.9	Removal and Delivery of Furniture, etc.	7.40 per day	1.75	7.53
17	2.1	Handling diapers - weekly employees	3.14 per week	1.75	3.19
18	2.1	Handling diapers - casual employees	0.59 per day	1.75	0.60
19	2.11	In charge of plant	21.63 per week	1.75	22.01
20	2.12.1	Collecting moneys - > \$30 - \$150	6.94 per week	1.75	7.06
21	2.12.2	Collecting moneys - > \$150 - \$250	9.75 per week	1.75	9.92
22	2.12.3	Collecting moneys - > \$250 - \$400	14.11 per week	1.75	14.36
23	2.12.4	Collecting moneys - > \$400 - \$600	20.62 per week	1.75	20.98
24	2.12.5	Collecting moneys - \$600	27.45 per week	1.75	27.93
25	2.13.1	Carrying goods - on the level	1.34 per tonne	1.75	1.36
26	2.13.2	Carrying goods - upstairs	2.02 per tonne	1.75	2.06
27	2.14	Carrying salt	1.34 per tonne	1.75	1.36
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	1.24 per hour	1.75	1.26
29	2.15.1.2	Obnoxious materials - oxides	0.89 per hour	1.75	0.91
30	2.15.2	Obnoxious materials - loading and unloading	1.24 per hour	1.75	1.26
31	2.15.3	Obnoxious materials - transportation	0.68 per hour	1.75	0.69
32	2.15.7	Obnoxious materials - blast furnaces, etc.	1.00 per hour	1.75	1.02
33	2.16	First Aid	3.02 per day	1.75	3.07
34	2.17	Garaging	28.34 per week	1.75	28.84

Item No.	Clause No.	Brief Description	Former Rate	Increase	New Rate effective from the first full pay period on or after 1 April 2021
			\$	%	\$
1	7.4.3	Overnight Expenses	49.63 per day	1.75	50.50
2	7.6	Weekend/Holiday Expenses	46.05 per day	1.75	46.86
3	7.7	Camping out - weekly	106.99 per week	1.75	108.86
4	7.7	Camping out - daily	15.47 per day	1.75	15.74

Clause No.	Brief Description	Former Amount	Increase	New Rate effective from the first full pay period on or after 1 April 2021
		\$	%	\$
8.2.1	Meal Allowance	15.12	1.75	15.38

Item No.	Classification	Former Amount (cents/km)	Increase %	New Rate effective from the first full pay period on or after 1 April 2021 (cents/km)
1	Transport Workers Grade 7 and below	39.26	1.75	39.95
2	Transport Worker Grade 8	41.07	1.75	41.79

	Former Rate Per Week	Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2021
	\$	%	\$
Transport Worker Grade One	674.55	1.75	686.35
Transport Worker Grade Two	698.20	1.75	710.42
Transport Worker Grade Three	714.49	1.75	726.99
Transport Worker Grade Four	728.17	1.75	740.91
Transport Worker Grade Five	765.40	1.75	778.79
Transport Worker Grade Six	774.11	1.75	787.66
Transport Worker Grade Seven	801.60	1.75	815.63
Transport Worker Grade Eight	858.75	1.75	873.78

	Former Rate Per Week	Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2021
	\$	%	\$
Transport Worker Grade One	752.05	1.75	765.21
Transport Worker Grade Two	778.30	1.75	791.92

Transport Worker Grade Three	796.50	1.75	810.44
Transport Worker Grade Four	812.35	1.75	826.57
Transport Worker Grade Five	853.08	1.75	868.01
Transport Worker Grade Six	863.38	1.75	878.49
Transport Worker Grade Seven	894.50	1.75	910.15
Transport Worker Grade Eight	958.08	1.75	974.85

Table 13 - Income Protection on Seven Day Rosters - Saturday and Sunday (Clause 3.2.3)			
	Former Rate Per Week	Increase	New Rate Per Week effective from the first full pay period on or after 1 April 2021
	\$	%	\$
Transport Worker Grade One	1009.45	1.75	1027.12
Transport Worker Grade Two	1044.75	1.75	1063.03
Transport Worker Grade Three	1069.19	1.75	1087.90
Transport Worker Grade Four	1090.46	1.75	1109.54
Transport Worker Grade Five	1145.21	1.75	1165.25
Transport Worker Grade Six	1159.02	1.75	1179.30
Transport Worker Grade Seven	1200.99	1.75	1222.01
Transport Worker Grade Eight	1286.08	1.75	1308.59

2. This variation shall take effect from the first full pay period to commence on or after 1 April 2021.

N. CONSTANT, *Chief Commissioner*
 J. V. MURPHY, *Commissioner*
 D. SLOAN, *Commissioner*

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(1929)

SERIAL C8789

METROMIX PTY LIMITED MAXI CONCRETE CARTAGE CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Metromix Pty Ltd.

(Case No. 110607 of 2021)

Before Commissioner Murphy

26 April 2021

VARIATION

1. Insert after paragraph (b) of subclause 4.11 of clause 4, Surcharges, of the contract determination published 22 June 2018 (383 I.G. 185), the following new paragraph:
 - (c) To avoid any doubt, a Contract Carrier shall not be paid the call back surcharge when the Contract Carrier:
 - (i) attends a plant to commence the performance of cartage work at the direction of Metromix prior to 6.00am on a day having completed cartage work on the previous day;
 - (ii) is performing night work having not been rostered to otherwise perform cartage work before the performance of night work;
 - (iii) attends a plant to commence the performance of cartage work at the direction of Metromix on a Sunday;
 - (iv) attends a plant to commence the performance of cartage work at the direction of Metromix on a public holiday; or
 - (v) is directed by Metromix to undertake an additional load prior to leaving the Plant.
2. This variation shall commence to operate on and from 28 April 2021.

J. V. MURPHY, *Commissioner*

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