**Dry Cleaning and Laundry Industry Award 2010**

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 8 April 2020 ([PR718141](https://www.fwc.gov.au/documents/awardsandorders/html/pr718141.htm))

Clause(s) affected by the most recent variation(s):

Schedule X—Additional Measures During the COVID-19 Pandemic

Current review matter(s): [AM2014/47](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201447-annual-leave); [AM2014/190](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014190-transitional); [AM2014/196](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014196-part-time); [AM2014/197](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014197-casual); [AM2014/264](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000096?m=AM2014/264); [AM2014/300](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014300-award); [AM2014/301](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014301-public); [AM2015/1](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20151-family-and); [AM2015/2](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/am20152-family-friendly-work-arrangemen-0); [AM2016/8](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20168-payment-wages); [AM2016/15](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201615-plain-language); [AM2016/17](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201617-national)

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1. Application and Operation
2. Title

This award is the *Dry Cleaning and Laundry Industry Award 2010*.

1. Commencement and transitional

[Varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm)]

* 1. This award commences on 1 January 2010.
  2. The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.
  3. This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:
* minimum wages and piecework rates
* casual or part-time loadings
* Saturday, Sunday, public holiday, evening or other penalties
* shift allowances/penalties.

[2.4 varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm) ppc 04Dec13]

* 1. Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm) ppc 04Dec13]

* 1. The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm) ppc 04Dec13]

* 1. The Fair Work Commission may review the transitional arrangements:
     1. on its own initiative; or
     2. on application by an employer, employee, organisation or outworker entity covered by the modern award; or
     3. on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
     4. in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

1. Definitions and interpretation

[Varied by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm), [PR503715](http://www.fwc.gov.au/awardsandorders/html/PR503715.htm), [PR544174](http://www.fwc.gov.au/awardsandorders/html/PR544174.htm), [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm)]

* 1. In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

[Definition of **adult apprentice** inserted by [PR544174](http://www.fwc.gov.au/awardsandorders/html/PR544174.htm) ppc 01Jan14]

**adult apprentice** means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

**agreement-based transitional instrument** has the meaning in the Fair Work *(Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**award-based transitional instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

[Definition of **default** **fund employee** inserted by [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm) ppc 01Jan14]

**default** **fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm) ppc 01Jan14]

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503715](http://www.fwc.gov.au/awardsandorders/html/PR503715.htm) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503715](http://www.fwc.gov.au/awardsandorders/html/PR503715.htm) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

dry cleaning and laundry industry means the industry of:

* + 1. dry cleaning, dyeing and/or repairing and/or invisible mending of garments or articles in dry cleaning establishments or their auxiliary receiving depots; and
    2. washing, sorting and/or packing of laundry in laundries and laundrettes including the repair of items and preparation of garments for rental; and
    3. performing any operation incidental to the activities in clauses 3.1(a) or (b) of this definition in dry cleaning, laundry or combined dry cleaning/laundry establishments

[Definition of **employee** substituted by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

**employer** means national system employer within the meaning of the Act

**enterprise** **award-based instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm) ppc 01Jan14]

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**foul laundry** means laundry that contains human excreta

[Definition of **MySuper product** inserted by [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm) ppc 01Jan14]

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](http://www.fwc.gov.au/awardmod/download/nes.pdf) of the Act

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**standard rate** means the minimum weekly rate for a Dry cleaning employee Level 5 in clause 14—Minimum wages

**transitional minimum wage instrument** has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

* 1. Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

1. Coverage
   1. This industry award covers employers throughout Australia in the dry cleaning and laundry industry and their employees in the classifications listed in Schedule B—Dry Cleaning Classifications and Schedule C—Laundry Classifications to the exclusion of any other modern award.
   2. The award does not cover employers covered by the following modern awards:
      1. Cleaning Services Award 2010;
      2. Clerks—Private Sector Award 2010;
      3. General Retail Industry Award 2010;
      4. Health Professionals and Support Services Award 2010;
      5. Hospitality Industry (General) Award 2010; or
      6. Local Government Industry Award 2010.
   3. The award does not cover an employee excluded from award coverage by the Act.
   4. The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
   5. The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
   6. This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
   7. This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
   8. Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

1. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

1. The National Employment Standards and this award

The [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf) and this award contain the minimum conditions of employment for employees covered by this award.

1. Individual flexibility arrangements

[Varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm); 7—Award flexibility renamed and substituted by [PR712698](https://www.fwc.gov.au/documents/awardsandorders/html/pr712698.htm) ppc 04Oct19]

* 1. Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
     1. arrangements for when work is performed; or
     2. overtime rates; or
     3. penalty rates; or
     4. allowances; or
     5. annual leave loading.
  2. An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
  3. An agreement may only be made after the individual employee has commenced employment with the employer.
  4. An employer who wishes to initiate the making of an agreement must:
     1. give the employee a written proposal; and
     2. if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
  5. An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
  6. An agreement must do all of the following:
     1. state the names of the employer and the employee; and
     2. identify the award term, or award terms, the application of which is to be varied; and
     3. set out how the application of the award term, or each award term, is varied; and
     4. set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
     5. state the date the agreement is to start.
  7. An agreement must be:
     1. in writing; and
     2. signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
  8. Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
  9. The employer must keep the agreement as a time and wages record and give a copy to the employee.
  10. The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
  11. An agreement may be terminated:
      1. at any time, by written agreement between the employer and the employee; or
      2. by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](http://www.legislation.gov.au/Series/C2009A00028)).

* 1. An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
  2. The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

1. Consultation and Dispute Resolution
2. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](http://www.fwc.gov.au/awardsandorders/html/pr546288.htm); 8—Consultation renamed and substituted by [PR712698](https://www.fwc.gov.au/documents/awardsandorders/html/pr712698.htm) ppc 04Oct19]

* 1. If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
     1. give notice of the changes to all employees who may be affected by them and their representatives (if any); and
     2. discuss with affected employees and their representatives (if any):
        1. the introduction of the changes; and
        2. their likely effect on employees; and
        3. measures to avoid or reduce the adverse effects of the changes on employees; and
     3. commence discussions as soon as practicable after a definite decision has been made.
  2. For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
     1. their nature; and
     2. their expected effect on employees; and
     3. any other matters likely to affect employees.
  3. Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.
  4. The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
  5. In clause 8:

**significant effects**, on employees, includes any of the following:

* + 1. termination of employment; or
    2. major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
    3. loss of, or reduction in, job or promotion opportunities; or
    4. loss of, or reduction in, job tenure; or
    5. alteration of hours of work; or
    6. the need for employees to be retrained or transferred to other work or locations; or
    7. job restructuring.
  1. Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR712698](https://www.fwc.gov.au/documents/awardsandorders/html/pr712698.htm) ppc 04Oct19]

**8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**8A.3** For the purpose of the consultation, the employer must:

* + 1. provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
    2. invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**8A.4** The employer must consider any views given under clause 8A.3(b).

**8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

1. Dispute resolution

[Varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm); substituted by [PR712698](https://www.fwc.gov.au/documents/awardsandorders/html/pr712698.htm) ppc 04Oct19]

* 1. Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).
  2. The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
  3. If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
  4. If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
  5. The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
  6. If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](http://www.legislation.gov.au/Series/C2009A00028) to use and that it considers appropriate for resolving the dispute.
  7. A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
  8. While procedures are being followed under clause 9 in relation to a dispute:
     1. work must continue in accordance with this award and the [Act](http://www.legislation.gov.au/Series/C2009A00028); and
     2. an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
  9. Clause 9.8 is subject to any applicable work health and safety legislation.

1. Types of Employment and Termination of Employment
2. Types of employment

[Varied by [PR700560](https://www.fwc.gov.au/documents/awardsandorders/html/pr700560.htm)]

* 1. Employees under this award will be employed in one of the following categories:
     1. full-time employment;
     2. part-time employment; or
     3. casual employment.
  2. At the time of engagement an employer must inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part‑time or casual. This will then be recorded in the time and wages record of the employee.

Full-time employment

* + 1. A full-time employee is one who is engaged to work 38 ordinary hours per week.
    2. Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

Part-time employment

* + 1. A part-time employee is an employee who:
       1. is engaged to work less than full-time hours of 38 ordinary hours per week;
       2. has reasonably predictable hours of work; and
       3. receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
    2. At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
    3. Any agreed variation to the hours of work will be in writing.
    4. A part-time employee must be engaged for a minimum of three consecutive hours per start including if called in for a separate engagement for overtime.
    5. All time worked in excess of the hours agreed under clause 10.4(b) or varied under clause 10.4(c) will be overtime and paid for at the rates prescribed in clause 22—Overtime and penalty rates.
    6. An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.
    7. A part-time employee under the provisions of this clause must be paid for each ordinary hour worked at the rate of 1/38th of the weekly rate prescribed for the appropriate classification.

Casual employment

* + 1. Subject to clause 10.4 a casual employee is an employee who is engaged and paid as such. Where a casual employee works in excess of 38 ordinary hours per week overtime will be paid.
    2. The employment of a casual employee is terminable with one hour’s notice by either the employer or the employee.
    3. A casual employee must be paid an hourly rate of 1/38th of the weekly rate prescribed for the appropriate classification plus a loading of 25% for all hours worked.
    4. The casual loading is paid instead of annual leave, paid personal/carer’s leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this award.
    5. A casual employee must be paid for a minimum of three hours per day for each start on any day.

Right to request casual conversion

[10.6 inserted by [PR700560](https://www.fwc.gov.au/documents/awardsandorders/html/pr700560.htm) ppc 01Oct18]

* + 1. A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
    2. A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
    3. A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.
    4. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
    5. Any request under this subclause must be in writing and provided to the employer.
    6. Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
    7. Reasonable grounds for refusal include that:
       1. it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
       2. it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;
       3. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
       4. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
    8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
    9. Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
    10. Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
        1. the form of employment to which the employee will convert – that is, full-time or part-time employment; and
        2. if it is agreed that the employee will become a part-time employee, the employee’s hours of work fixed in accordance with clause 10.4(b).
    11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
    12. Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
    13. A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
    14. Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
    15. Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
    16. An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
    17. A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

1. Termination of employment

[Substituted by [PR712698](https://www.fwc.gov.au/documents/awardsandorders/html/pr712698.htm) ppc 04Oct19]

NOTE: The [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Notice of termination by an employee

* + 1. This clause applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

|  |  |
| --- | --- |
| **Column 1  Employee’s period of continuous service with the employer at the end of the day the notice is given** | **Column 2  Period of notice** |
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

* + 1. In paragraph(b) **continuous service** has the same meaning as in section 117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
    3. If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
    4. Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

* 1. The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

1. Redundancy

[Varied by [PR503715](http://www.fwc.gov.au/awardsandorders/html/PR503715.htm), [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm); substituted by [PR706943](https://www.fwc.gov.au/documents/awardsandorders/html/pr706943.htm) ppc 03May19; varied by [PR712698](https://www.fwc.gov.au/documents/awardsandorders/html/pr712698.htm)]

NOTE: Redundancy pay is provided for in the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf). See sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Transfer to lower paid duties on redundancy

* + 1. Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
    2. The employer may:
       1. give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) as if it were a notice of termination given by the employer; or
       2. transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
    3. If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

Employee leaving during redundancy notice period

* + 1. An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
    2. The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) had they remained in employment until the expiry of the notice.
    3. However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

Job search entitlement

* + 1. Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028) for the purpose of seeking other employment.
    2. If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
    3. A statutory declaration is sufficient for the purpose of paragraph (b).
    4. An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.

[12.3(e) varied by [PR712698](https://www.fwc.gov.au/documents/awardsandorders/html/pr712698.htm) ppc 04Oct19]

* + 1. This entitlement applies instead of clauses 11.2 and 11.3.

1. Minimum Wages and Related Matters
2. Classifications
   1. All employees covered by this award must be classified according to the structures set out in Schedule B—Dry Cleaning Classifications and Schedule C—Laundry Classifications. Employers must advise their employees in writing of their classification and any changes to their classification.
   2. The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.
3. Minimum wages

[Varied by [PR997973](http://www.fwc.gov.au/awardsandorders/html/PR997973.htm), [PR509127](http://www.fwc.gov.au/awardsandorders/html/PR509127.htm), [PR522958](http://www.fwc.gov.au/awardsandorders/html/PR522958.htm), [PR536761](http://www.fwc.gov.au/awardsandorders/html/pr536761.htm), [PR544174](http://www.fwc.gov.au/awardsandorders/html/PR544174.htm), [PR546804](http://www.fwc.gov.au/awardsandorders/html/pr546804.htm), [PR551684](http://www.fwc.gov.au/awardsandorders/html/PR551684.htm), [PR559274](http://www.fwc.gov.au/awardsandorders/html/PR559274.htm), [PR566776](https://www.fwc.gov.au/awardsandorders/html/PR566776.htm), [PR579883](http://www.fwc.gov.au/awardsandorders/html/PR579883.htm), [PR592197](https://www.fwc.gov.au/documents/awardsandorders/html/pr592197.htm), [PR593871](http://www.fwc.gov.au/awardsandorders/html/PR593871.htm), [PR606422](https://www.fwc.gov.au/documents/awardsandorders/html/pr606422.htm), [PR707513](https://www.fwc.gov.au/documents/awardsandorders/html/pr707513.htm)]

* 1. An employer must pay full-time employees weekly wages for ordinary hours (exclusive of penalties and allowances) as follows:

Dry cleaning

[14.1(a) varied by [PR997973](http://www.fwc.gov.au/awardsandorders/html/PR997973.htm), [PR509127](http://www.fwc.gov.au/awardsandorders/html/PR509127.htm), [PR522958](http://www.fwc.gov.au/awardsandorders/html/PR522958.htm), [PR536761](http://www.fwc.gov.au/awardsandorders/html/pr536761.htm), [PR551684](http://www.fwc.gov.au/awardsandorders/html/PR551684.htm), [PR566776](https://www.fwc.gov.au/awardsandorders/html/PR566776.htm), [PR579883](http://www.fwc.gov.au/awardsandorders/html/PR579883.htm), [PR592197](https://www.fwc.gov.au/documents/awardsandorders/html/pr592197.htm), [PR606422](https://www.fwc.gov.au/documents/awardsandorders/html/pr606422.htm), [PR707513](https://www.fwc.gov.au/documents/awardsandorders/html/pr707513.htm) ppc 01Jul19]

| **Classification** | **Minimum weekly rate** |
| --- | --- |
|  | **$** |
| Dry cleaning employee Level 1 | 740.80 |
| Dry cleaning employee Level 2 | 762.10 |
| Dry cleaning employee Level 3 | 773.10 |
| Dry cleaning employee Level 4 | 818.50 |
| Dry cleaning employee Level 5 | 862.50 |

Laundry

[14.1(b) varied by [PR997973](http://www.fwc.gov.au/awardsandorders/html/PR997973.htm), [PR509127](http://www.fwc.gov.au/awardsandorders/html/PR509127.htm), [PR522958](http://www.fwc.gov.au/awardsandorders/html/PR522958.htm), [PR536761](http://www.fwc.gov.au/awardsandorders/html/pr536761.htm), [PR551684](http://www.fwc.gov.au/awardsandorders/html/PR551684.htm), [PR566776](https://www.fwc.gov.au/awardsandorders/html/PR566776.htm), [PR579883](http://www.fwc.gov.au/awardsandorders/html/PR579883.htm), [PR592197](https://www.fwc.gov.au/documents/awardsandorders/html/pr592197.htm), [PR606422](https://www.fwc.gov.au/documents/awardsandorders/html/pr606422.htm), [PR707513](https://www.fwc.gov.au/documents/awardsandorders/html/pr707513.htm) ppc 01Jul19]

| **Classification** | **Minimum weekly rate** |
| --- | --- |
|  | **$** |
| Laundry employee Level 1 | 751.20 |
| Laundry employee Level 2 | 778.10 |
| Laundry employee Level 3 | 810.80 |
| Laundry employee Level 4 | 832.40 |

Wages of junior employees—dry cleaning

Junior employees will be paid the following percentage of the appropriate wage rate in clause 14.1(a):

| **Age** | **% of weekly rate of pay** |
| --- | --- |
| Under 16 years | 50 |
| 16 years | 55 |
| 17 years | 65 |
| 18 years | 75 |
| 19 years | 85 |
| 20 years | 93 |

Wages of junior employees—laundry

Junior employees will be paid the following percentage of the appropriate wage rate in clause 14.1(b):

| **Age** | **% of weekly rate of pay** |
| --- | --- |
| 17 years or under | 60 |
| 18 years | 75 |
| 19 years | 90 |
| 20 years | 100 |

Wages of apprentices

[14.4 substituted by [PR544174](http://www.fwc.gov.au/awardsandorders/html/PR544174.htm) ppc 01Jan14; corrected by [PR546804](http://www.fwc.gov.au/awardsandorders/html/pr546804.htm) ppc 01Jan14]

* + 1. The following wage rates will apply to apprentices and school-based apprentices who commenced their apprenticeship before 1 January 2014. School-based apprentices will be engaged in accordance with Schedule D—School-based Apprentices.

| **Year of apprenticeship** | **% of Dry Cleaning Employee Level 5** |
| --- | --- |
| 1st year - First six months | 45 |
| 1st year - Second six months | 50 |
| 2nd year | 60 |
| 3rd year - First six months | 75 |
| 3rd year - Second six months | 90 |

[14.4(b) substituted by [PR566776](https://www.fwc.gov.au/awardsandorders/html/PR566776.htm) ppc 01Jul15]

* + 1. The following wage rates will apply to apprentices and school-based apprentices who commenced their apprenticeship on or after 1 January 2014. School-based apprentices will be engaged in accordance with Schedule D—School-based Apprentices.

| **Year of apprenticeship** | **Has not completed Year 12** | **Has completed Year 12** |
| --- | --- | --- |
|  | **% of Dry Cleaning Employee Level 5** | |
| 1st year | 50 | 55 |
| 2nd year | 60 | 65 |
| 3rd year - First six months | 75 | 75 |
| 3rd year - Second six months | 90 | 90 |

* + 1. The above percentages will be calculated in multiples of $0.05, amounts of $0.02 and less being taken to the lower multiple and amounts in excess of $0.02 being taken to the higher multiple.
    2. The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the rate for Dry cleaning employee Level 5, or the rate prescribed by clause 14.4(b) for the relevant year of the apprenticeship, whichever is the greater.
    3. The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1 or the rate prescribed by clause 14.4(b) for the relevant year of the apprenticeship, whichever is the greater.
    4. A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 14.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
    5. An employee who is under 21 years of age at the expiration of their apprenticeship and thereafter works as a minor in a dry cleaning classification will be paid not less than the adult rate of that classification.

Apprentice conditions of employment

[new 14.5 inserted by [PR559274](http://www.fwc.gov.au/awardsandorders/html/PR559274.htm) ppc 01Jan15]

* + 1. Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
    2. Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
    3. For the purposes of clause 14.5(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
    4. The amount payable by an employer under clause 14.5(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
    5. All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) for the apprenticeship , which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
    6. An employer may meet its obligations under clause 14.5(e) by paying any fees and/or cost of textbooks directly to the RTO.
    7. An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
    8. Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This subclause operates subject to the provisions of Schedule D—School-based Apprentices.
    9. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

Supported wage system

[14.5 renumbered as 14.6 by [PR559274](http://www.fwc.gov.au/awardsandorders/html/PR559274.htm) ppc 01Jan15]

See Schedule E

National training wage

[14.6 renumbered as 14.7 by [PR559274](http://www.fwc.gov.au/awardsandorders/html/PR559274.htm) ppc 01Jan15; substituted by [PR593871](http://www.fwc.gov.au/awardsandorders/html/PR593871.htm) ppc 01Jul17]

* + 1. Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[14.7(b) varied by [PR606422](https://www.fwc.gov.au/documents/awardsandorders/html/pr606422.htm), [PR707513](https://www.fwc.gov.au/documents/awardsandorders/html/pr707513.htm) ppc 01Jul19]

* + 1. This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Dry Cleaning and Laundry Industry Award 2010* and not the *Miscellaneous Award 2010.*

1. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](http://www.fwc.gov.au/documents/documents/modern_awards/allowances/MA000096-all.pdf).

[Varied by [PR998117](http://www.fwc.gov.au/awardsandorders/html/PR998117.htm), [PR509248](http://www.fwc.gov.au/awardsandorders/html/PR509248.htm), [PR523078](http://www.fwc.gov.au/awardsandorders/html/PR523078.htm), [PR536881](http://www.fwc.gov.au/awardsandorders/html/pr536881.htm), [PR551804](http://www.fwc.gov.au/awardsandorders/html/PR551804.htm), [PR566905](http://www.fwc.gov.au/awardsandorders/html/PR566905.htm), [PR579603](http://www.fwc.gov.au/awardsandorders/html/PR579603.htm), [PR592351](https://www.fwc.gov.au/documents/awardsandorders/html/pr592351.htm), [PR606574](https://www.fwc.gov.au/documents/awardsandorders/html/pr606574.htm), [PR704136](http://www.fwc.gov.au/documents/awardsandorders/html/pr704136.htm), [PR707740](https://www.fwc.gov.au/documents/awardsandorders/html/pr707740.htm)]

First aid allowance

An employee who has been trained to render first aid, who holds a current first aid qualification and who is appointed by the employer to perform first aid duty will be paid an additional 2% of the [standard rate](#standard_rate) per week.

Meal allowance

[15.2(a) varied by [PR998117](http://www.fwc.gov.au/awardsandorders/html/PR998117.htm), [PR509248](http://www.fwc.gov.au/awardsandorders/html/PR509248.htm), [PR523078](http://www.fwc.gov.au/awardsandorders/html/PR523078.htm), [PR536881](http://www.fwc.gov.au/awardsandorders/html/pr536881.htm), [PR551804](http://www.fwc.gov.au/awardsandorders/html/PR551804.htm), [PR566905](http://www.fwc.gov.au/awardsandorders/html/PR566905.htm), [PR579603](http://www.fwc.gov.au/awardsandorders/html/PR579603.htm), [PR592351](https://www.fwc.gov.au/documents/awardsandorders/html/pr592351.htm), [PR606574](https://www.fwc.gov.au/documents/awardsandorders/html/pr606574.htm), [PR704136](http://www.fwc.gov.au/documents/awardsandorders/html/pr704136.htm), [PR707740](http://www.fwc.gov.au/documents/awardsandorders/html/pr707740.htm) ppc 01Jul19]

* + 1. An employee required to work overtime for more than one hour after the usual ceasing time on any day will be reimbursed for the purchase of a meal or paid a meal allowance of $10.50. The provisions of this clause will not apply where the employer provides the employee with a meal of equivalent value.

[15.2(b) varied by [PR998117](http://www.fwc.gov.au/awardsandorders/html/PR998117.htm), [PR509248](http://www.fwc.gov.au/awardsandorders/html/PR509248.htm), [PR523078](http://www.fwc.gov.au/awardsandorders/html/PR523078.htm), [PR536881](http://www.fwc.gov.au/awardsandorders/html/pr536881.htm), [PR551804](http://www.fwc.gov.au/awardsandorders/html/PR551804.htm), [PR566905](http://www.fwc.gov.au/awardsandorders/html/PR566905.htm), [PR579603](http://www.fwc.gov.au/awardsandorders/html/PR579603.htm), [PR592351](https://www.fwc.gov.au/documents/awardsandorders/html/pr592351.htm), [PR606574](https://www.fwc.gov.au/documents/awardsandorders/html/pr606574.htm), [PR704136](http://www.fwc.gov.au/documents/awardsandorders/html/pr704136.htm), [PR707740](http://www.fwc.gov.au/documents/awardsandorders/html/pr707740.htm) ppc 01Jul19]

* + 1. Clause 15.2(a) will not apply where the employee has been notified on the day prior to when they will be required to work overtime. Where an employee has been notified of the overtime and such overtime work is cancelled after the employee has provided a meal, the employee will be allowed the sum of $10.50.

Protective clothing allowance

Where the employer requires an employee to wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied to the employee at the employer’s expense. In that case the clothing will remain the property of the employer and will be returned by the employee to the employer upon termination in good condition, fair wear and tear excepted.

Tools of trade allowance

An employee will be reimbursed the demonstrated cost of purchase for all tools of trade required in the performance of the employee’s duties. The provisions of this clause will not apply where the employer provides such tools of trade.

Uniform allowances

* + 1. Where the employer requires an employee to wear a uniform the employer must reimburse the employee for the cost of purchasing such uniform. The provisions of this clause do not apply where the uniform is paid for by the employer.
    2. Where the employee is responsible for laundering the uniform the employer must reimburse the employee for the demonstrated costs of laundering it. The employer and the employee may agree on an arrangement under which the employee will wash and iron the uniform for an agreed sum of money to be paid by the employer to the employee each week.

Disability allowance

An employee who is required to handle foul laundry will be paid an additional 1.96% of the [standard rate](#standard_rate) per week.

Adjustment of expense related allowances

* + 1. At the time of any adjustment to the [standard rate](#standard_rate), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
    2. The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

|  |  |
| --- | --- |
| **Allowance** | **Applicable Consumer Price Index figure** |
| Meal allowance | Take away and fast foods sub-group |

1. District allowances

[16 deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

1. Accident pay

[Varied by [PR503715](http://www.fwc.gov.au/awardsandorders/html/PR503715.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15; new 17 inserted by [PR571821](http://www.fwc.gov.au/awardsandorders/html/PR571821.htm) ppc 15Oct15]

Definitions

For the purposes of this clause, the following definitions will apply:

* + 1. **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers’ compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.
    2. **Injury** will be given the same meaning and application as applying under the applicable workers’ compensation legislation covering the employer.

Entitlement to accident pay

The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers’ compensation legislation for a maximum period of 26 weeks.

Calculation of the period

* + 1. The 26 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.
    2. The termination by the employer of the employee’s employment within the 26 week period will not affect the employee’s entitlement to accident pay.
    3. For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

When not entitled to payment

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

Return to work

If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

Redemptions

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers’ compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

Damages independent of the Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers’ compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

Casual employees

For a casual employee, the weekly payment referred to in clause 17.1(a) will be calculated using the employee’s average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee’s average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

1. Higher duties

An employee engaged for more than four hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift. An employee undertaking such duties for four hours or less during one day or shift must be paid the higher minimum wage for the time so worked.

1. Payment of wages
   1. Wages are to be paid weekly or fortnightly.
   2. Method of payment

By no later than payday, wages must be paid by cash or electronic funds transfer, the latter into the bank or financial institutional account nominated by the employee.

Termination

When notice of termination of employment has been given by an employee or an employee’s services have been terminated by an employer, payment of all wages and other money owing to an employee will be made to the employee by no later than the last day of the formal notice period.

1. Superannuation

[Varied by [PR530223](http://www.fwc.gov.au/awardsandorders/html/PR530223.htm), [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm)]

Superannuation legislation

* + 1. Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
    2. The rights and obligations in these clauses supplement those in superannuation legislation.

Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Voluntary employee contributions

* + 1. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
    2. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.
    3. The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

[20.4(a) substituted by [PR530223](http://www.fwc.gov.au/awardsandorders/html/PR530223.htm) ppc 26Oct12]

* + 1. CareSuper;
    2. AustralianSuper;
    3. Sunsuper;
    4. Tasplan;

[20.4(e) deleted by [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm) ppc 01Jan14]

[20.4(f) renumbered as 20.4(e) and varied by [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm) ppc 01Jan14]

* + 1. any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[New 20.4(f) inserted by [PR546082](http://www.fwc.gov.au/awardsandorders/html/pr546082.htm) ppc 01Jan14]

* + 1. a superannuation fund or scheme which the employee is a defined benefit member of.

Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):

* + 1. Paid leave—while the employee is on any paid leave;
    2. Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
       1. the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
       2. the employee remains employed by the employer.

1. Hours of Work and Related Matters
2. Ordinary hours of work and rostering

[Varied by [PR502463](http://www.fwc.gov.au/awardsandorders/html/PR502463.htm)]

Ordinary hours of work—dry cleaning workplaces

* + 1. The ordinary hours of work will average 38 hours per week.
    2. Ordinary hours may be worked between:
       1. 7.00 am–7.00 pm Monday to Friday;
       2. 7.00 am–9.00 pm on a prescribed late shopping night(s) in the particular locality; and
       3. 7.00 am–5.00 pm on Saturday.
    3. Where the regular prescribed late night shopping night falls on a public holiday and another night is prescribed the span of hours in clause 21.1(b)(ii) will apply.
    4. An employer who requires employees in package plants to work their 38 ordinary hours within four days, Monday to Friday, will inform each affected employee at least seven days prior to the commencement of that working week of the days upon which they are rostered to work and the days on which they are rostered off.

Ordinary hours of work—laundry workplaces

* + 1. The ordinary hours of work will average 38 hours per week. Ordinary hours may be worked Monday to Friday between the spread of hours of 6.00 am to 6.00 pm and may be worked in one of the following arrangements:
       1. 7.6 hours per day;
       2. four days of eight hours work and one day of six hours work; or
       3. a roster system averaging 38 hours worked per week over a four week cycle.
    2. By agreement the ordinary working hours may be worked as a 19 day four week cycle of eight hours on each day Monday to Friday with 0.4 of an hour per day worked accruing as an entitlement to take a rostered day off in each cycle to be paid for as though worked.
    3. Where such a roster system of averaging the hours applies, the weekly wage rate for ordinary hours of work applicable to the employee will be the average weekly wage rate for the employee’s classification as set out in clause 14—Minimum wages of this award, even though more or less than 38 hours are worked each week.
    4. Where a rostered day off falls on a public holiday, unless an alternative rostered day off is agreed, the next working day will be taken as a rostered day off.
    5. Each day of paid leave and any paid public holiday occurring during the roster cycle will be regarded as a day worked for accrual purposes.
    6. An employee who has not accrued an entitlement to be paid in full for a rostered day off will be paid their accrued entitlement when taking a rostered day off. Any accrued entitlement to a rostered day off will be paid to an employee on termination.
    7. By mutual agreement between the employer and an employee another day may be substituted for a rostered day off but no more than 12 rostered days off may be accrued in each 12 month period.

Ordinary hours of work—shiftworkers in laundry workplaces

* + 1. The ordinary hours of work will be an average of 38 hours per week to be worked in not more than five shifts of not more than 10 hours, Monday to Sunday inclusive, on one of the following bases:
       1. 38 hours within a period not exceeding seven consecutive days;
       2. 76 hours within a period not exceeding 14 consecutive days;
       3. 114 hours within a period not exceeding 21 consecutive days; or
       4. 152 hours within a period not exceeding 28 consecutive days.
    2. Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours.

Rostering

[21.4 varied by [PR502463](http://www.fwc.gov.au/awardsandorders/html/PR502463.htm) from 01Jan10]

The starting and finishing times of each employee (excluding casual employees) will be fixed by the employer. Those times will not be changed, except in a case of emergency or by agreement with the individual employee, unless seven days’ notice has been given. This includes changes to shift rosters.

1. Overtime and penalty rates

[22 varied by [PR585793](https://www.fwc.gov.au/documents/awardsandorders/html/pr585793.htm)]

Overtime

All work performed by an employee outside of and/or in excess of their ordinary hours will be paid for at the rate of time and a half for the first three hours and double time thereafter. In computing overtime each day’s work will stand alone.

Time off instead of payment for overtime

[22.2 substituted by [PR585793](https://www.fwc.gov.au/documents/awardsandorders/html/pr585793.htm) ppc 14Dec16]

* + 1. An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
    2. The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 22.2 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours’ time off.

* + 1. Time off must be taken:
       1. within the period of 6 months after the overtime is worked; and
       2. at a time or times within that period of 6 months agreed by the employee and employer.
    2. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
    3. If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
    4. An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
    5. An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 22.2 will apply for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

* + 1. If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 22.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.2.

Rest period after overtime

* + 1. When overtime work is necessary it will, so far as it is reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days or shifts. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
    2. If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty, the employee will be paid at double time until they are released from duty for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

Recall to work overtime

An employee recalled from home to work after having left the premises of the employer will be paid for all time worked, with a minimum payment of four hours.

Weekend and public holiday work

Saturday work

* + - 1. All ordinary time worked before midday on a Saturday will be paid at the rate of time and a quarter. All ordinary time worked after midday on a Saturday will be paid at the rate of time and a half.
      2. For shiftworkers the rate in clause 22.5(a)(i) is in substitution for and not cumulative upon the shift premiums prescribed in clause 23—Shiftwork.

Sunday work

* + - 1. All time worked by an employee on a Sunday will be paid at the rate of double time.
      2. For shiftworkers the rate in clause 22.5(b)(i) is in substitution for and not cumulative upon the shift premiums prescribed in clause 23—Shiftwork.

Public holiday work

* + - 1. All time worked by an employee on a public holiday will be paid at the rate of double time and a half.
      2. An employee who works on a public holiday will be paid for a minimum of four hours’ work.
      3. For shiftworkers the rate in clause 22.5(c)(i) is in substitution for and not cumulative upon the shift premiums prescribed in clause 23—Shiftwork.

Time off instead of payment for work on a Saturday, Sunday or public holiday

An employer and an employee may agree that the employee will take time off instead of payment for all or some time worked on a Saturday, Sunday or public holiday. The agreement will:

* + - 1. provide for the time off to be taken in the normal working hours of the employee;
      2. provide for the time off to be taken to be calculated as ‘value time’ e.g: if an employee works for one hour at time and a half penalty rates, they will be entitled to take one and a half hours off;
      3. be in writing; and
      4. provide for the time off to be taken within a period of two months of the date on which the time is worked.

1. Shiftwork

[Varied by [PR529539](http://www.fwc.gov.au/awardsandorders/html/PR529539.htm)]

* 1. Notwithstanding clause 25.3(a), a **shiftworker** means an employee who works an afternoon shift and/or night shift whether alternating with day work or not. Such an employee is a shiftworker for the purposes of the NES.

[23.2 substituted by [PR529539](http://www.fwc.gov.au/awardsandorders/html/PR529539.htm) ppc 01Jan10]

* 1. **Morning shift** in a dry cleaning workplace means a shift commencing before 7.00 am and finishing after midday and in a laundry workplace means a shift commencing before 6.00 am.
  2. **Afternoon shift** means a shift finishing after 6.00 pm and at or before midnight.
  3. **Night shift** means a shift finishing after midnight and at or before 8.00 am.
  4. An employee who works shiftwork must be paid for each hour worked during a morning, afternoon or night shift 15% more than the ordinary rate prescribed for the appropriate classification.
  5. An employee who works on a night shift which does not alternate with another shift or day work must be paid for each hour worked 30% more than the ordinary rate prescribed for the appropriate classification.
  6. An employee in a laundry workplace who works on any morning, afternoon or night shift which does not continue for at least five successive mornings, afternoons or nights in a five day workshop, or for at least six successive mornings, afternoons or nights in a six day workshop must be paid for the first three hours of each such shift at time and a half. The remaining hours on each such shift must be paid at double time.
  7. An employee in a dry cleaning workplace who works on any morning, afternoon or night shift which does not continue for a period of three successive mornings, afternoons or nights will be paid time and one half for the first three hours and then double time for the remaining period worked on each occasion.
  8. Employees under the age of 18 will not be permitted to work shiftwork.

[23.10 inserted by [PR529539](http://www.fwc.gov.au/awardsandorders/html/PR529539.htm) ppc 01Jan10]

* 1. The variation to clause 23.2 made by Fair Work Australia on 28 September 2012 but with effect from 1 January 2010, does not take effect so as to require any employee engaged on a morning shift to repay any component of the wages pertaining to the morning shift loading, paid in respect of the period 1 January 2010 to 28 September 2012 nor will it operate to vary any agreed shift rosters in place on 28 September 2012 in an enterprise covered by this award except where such variation is introduced in accordance with the provisions of clause 21.4—Rostering.

1. Breaks

Meal breaks

* + 1. An employee will be entitled to an unpaid meal break of not less than 30 minutes per day or shift. The break must be taken not later than five hours after commencing duty.
    2. Where an employer requires an employee to work during their meal break, the period worked will be treated as time worked and paid at the rate of time and a half until released for the meal.
    3. An employee who is required to work more than one and a half hours overtime will be entitled to a meal break of not less than 20 minutes. This break will be paid at ordinary rates of pay and will be taken at a time agreed to between the employee and employer.

Rest periods

* + 1. An employee will be entitled to a rest period of 10 minutes in the morning and another in the afternoon on each day worked. The rest periods will count as time worked and will be taken at times agreed between the employer and the majority of employees.
    2. Where an employer and the majority of employees agree the rest periods may be taken as one period of 20 minutes in either the morning or the afternoon.

Crib breaks

Shiftworkers will be entitled to a crib break of at least 20 minutes. This break is to be taken not later than five hours after the commencement of each shift. The break is to count as time worked.

24A. Requests for flexible working arrangements

[24A inserted by [PR701499](https://www.fwc.gov.au/documents/awardsandorders/html/pr701499.htm) ppc 01Dec18]

24A.1 Employee may request change in working arrangements

Clause 24A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 24A is an addition to s.65.

24A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

* + 1. the needs of the employee arising from their circumstances;
    2. the consequences for the employee if changes in working arrangements are not made; and
    3. any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee’s s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

24A.3 What the written response must include if the employer refuses the request

Clause 24A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 24A.2.

* + 1. The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
    2. If the employer and employee could not agree on a change in working arrangements under clause 24A.2, the written response under s.65(4) must:
       1. state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
       2. if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

24A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 24A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

24A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 24A, can be dealt with under clause 9—Dispute resolution.

1. Leave and Public Holidays

[Varied by [PR567233](http://www.fwc.gov.au/awardsandorders/html/PR567233.htm)]

1. Annual leave

[Varied by [PR567233](http://www.fwc.gov.au/awardsandorders/html/PR567233.htm), [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm)]

* 1. Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

Annual leave loading

* + 1. In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.
    2. Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
       1. an annual leave loading of 17.5% of their ordinary rate of pay; or
       2. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

Shiftworkers—laundry workplaces

* + 1. For the purposes of the extra week of leave prescribed by the NES, a **shiftworker** is an employee who is rostered to regularly work on Sundays and public holidays.

[25.3(b) and (c) deleted by [PR567233](http://www.fwc.gov.au/awardsandorders/html/PR567233.htm) ppc 27May15]

Annual leave in advance

[25.4 inserted by [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm) ppc 29Jul16]

* + 1. An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
    2. An agreement must:
       1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
       2. be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 25.4 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

* + 1. The employer must keep a copy of any agreement under clause 25.4 as an employee record.
    2. If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 25.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Cashing out of annual leave

[25.5 inserted by [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm) ppc 29Jul16]

* + 1. Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.5.
    2. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.5.
    3. An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
    4. An agreement under clause 25.5 must state:
       1. the amount of leave to be cashed out and the payment to be made to the employee for it; and
       2. the date on which the payment is to be made.
    5. An agreement under clause 25.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
    6. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
    7. An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
    8. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
    9. The employer must keep a copy of any agreement under clause 25.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 25.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.5.

Note 3: An example of the type of agreement required by clause 25.5 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

Excessive leave accruals: general provision

[25.6 inserted by [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm) ppc 29Jul16]

Note: Clauses 25.6 to 25.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

* + 1. An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 25.3).
    2. If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
    3. Clause 25.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
    4. Clause 25.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by employer that leave be taken

[25.7 inserted by [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm) ppc 29Jul16]

* + 1. If an employer has genuinely tried to reach agreement with an employee under clause 25.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
    2. However, a direction by the employer under paragraph (a):
       1. is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.6, 25.7 or 25.8 or otherwise agreed by the employer and employee) are taken into account; and
       2. must not require the employee to take any period of paid annual leave of less than one week; and
       3. must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
       4. must not be inconsistent with any leave arrangement agreed by the employer and employee.
    3. The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
    4. An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 25.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Excessive leave accruals: request by employee for leave

[25.8 inserted by [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm) ppc 29Jul16; substituted by [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm) ppc 29Jul17]

* + 1. If an employee has genuinely tried to reach agreement with an employer under clause 25.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
    2. However, an employee may only give a notice to the employer under paragraph (a) if:
       1. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
       2. the employee has not been given a direction under clause 25.7(a) that, when any other paid annual leave arrangements (whether made under clause 25.6, 25.7 or 25.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
    3. A notice given by an employee under paragraph (a) must not:
       1. if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.6, 25.7 or 25.8 or otherwise agreed by the employer and employee) are taken into account; or
       2. provide for the employee to take any period of paid annual leave of less than one week; or
       3. provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
       4. be inconsistent with any leave arrangement agreed by the employer and employee.
    4. An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 25.3) in any period of 12 months.
    5. The employer must grant paid annual leave requested by a notice under paragraph (a).

1. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the NES.

1. Community service leave

Community service leave is provided for in the NES.

1. Public holidays

Public holidays are provided for in the NES.

1. Leave to deal with Family and Domestic Violence

[29 inserted by [PR609425](https://www.fwc.gov.au/documents/awardsandorders/html/pr609425.htm) ppc 01Aug18]

* 1. This clause applies to all employees, including casuals.

Definitions

* + 1. In this clause:

***family and domestic violence*** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

***family member*** means:

* + - 1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
      2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
      3. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
    1. A reference to a spouse or de facto partner in the definition of family member in clause 29.2(a) includes a former spouse or de facto partner.

Entitlement to unpaid leave

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

* + 1. the leave is available in full at the start of each 12 month period of the employee’s employment; and
    2. the leave does not accumulate from year to year; and
    3. is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.

Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

* + 1. is experiencing family and domestic violence; and
    2. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service.

Notice and evidence requirements

Notice

An employee must give their employer notice of the taking of leave by the employee under clause 29. The notice:

* + - 1. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
      2. must advise the employer of the period, or expected period, of the leave.

Evidence

An employee who has given their employer notice of the taking of leave under clause 29 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 29.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Confidentiality

* + 1. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 29.6 is treated confidentially, as far as it is reasonably practicable to do so.
    2. Nothing in clause 29 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

Compliance

An employee is not entitled to take leave under clause 29 unless the employee complies with clause 29.

1. —Transitional Provisions

[Varied by [PR503715](http://www.fwc.gov.au/awardsandorders/html/PR503715.htm)]

General

* + 1. The provisions of this schedule deal with minimum obligations only.
    2. The provisions of this schedule are to be applied:
       1. when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
       2. when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
       3. when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
       4. when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

Minimum wages – existing minimum wage lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

* + 1. In this clause minimum wage includes:
       1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
       2. a piecework rate; and
       3. any applicable industry allowance.
    2. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
    3. The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.
    4. From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

| **First full pay period on or after** |  |
| --- | --- |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review.
    2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Minimum wages – existing minimum wage higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

* + 1. In this clause minimum wage includes:
       1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
       2. a piecework rate; and
       3. any applicable industry allowance.
    2. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
    3. The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.
    4. From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.
    2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

* casual or part-time loading;
* Saturday, Sunday, public holiday, evening or other penalty;
* shift allowance/penalty.

Loadings and penalty rates – existing loading or penalty rate lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

* + 1. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.
    2. The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
    3. From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates – existing loading or penalty rate higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
       1. was obliged,
       2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
       3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

* + 1. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.
    2. The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.
    3. From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates – no existing loading or penalty rate

* + 1. The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.
    2. Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.
    3. From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 20% |
| 1 July 2011 | 40% |
| 1 July 2012 | 60% |
| 1 July 2013 | 80% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Former Division 2B employers

[A.8 inserted by [PR503715](http://www.fwc.gov.au/awardsandorders/html/PR503715.htm) ppc 01Jan11]

* + 1. This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.
    2. All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
    3. Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
    4. Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
    5. Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
    6. In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

1. —Dry Cleaning Classifications

Dry cleaning employee Level 1

An employee who is below the level of a tradesperson dry cleaner and is not within Levels 2 to 4.

Dry cleaning employee Level 2

An employee who is employed as:

* + - 1. a wet cleaner;
      2. a steam air finisher;
      3. an examiner of garments;
      4. an assembler of garments; or
      5. a sorter of garments.

Dry cleaning employee Level 3

An employee who is employed as:

* + - 1. a repairer (other than a tailor or tailoress);
      2. a spotter presser (off-set press);
      3. a hand ironer receiver and/or dispatcher;
      4. a presser;
      5. a receiver and dispatcher in charge (namely a person in charge of a depot and responsible for the keeping of records and responsible for cash); or
      6. a cleaner (operating dry cleaning machine).

Dry cleaning employee Level 4

An employee who is employed as:

* + - 1. an invisible mender; or
      2. a tailor or tailoress.

Dry cleaning employee Level 5

* + 1. An employee who is employed as a tradesperson dry cleaner.
    2. An employee who is required to be solely accountable for all aspects of a self‑contained dry cleaning establishment including the receiving of garments and articles, the cleaning, spotting, pressing, packaging and dispatch of garments and articles, the handling of monies, the keeping of records and maintenance of the establishment will be classified as a Dry cleaning employee Level 5 and paid accordingly.

1. —Laundry Classifications

Laundry employee Level 1

* + 1. An employee in the first six months of employment with no previous experience in the industry.
    2. An employee at this level must possess the following skills and abilities:
       1. be responsible for their own work subject to detailed instructions;
       2. work under routine supervision;
       3. carry out duties in a safe, responsible and efficient manner; and
       4. possess basic communication and interpersonal skills.
    3. An employee at this level must be able to perform basic tasks as a result of skills that should have been gained from basic education or gained in the course of everyday living or readily learn such basic tasks including, but not limited to, the following:
       1. be able to identify and classify items of linen/garments and associated simple tasks;
       2. be able to load and unload drying machines; and
       3. be capable of simple keyboard operations.
    4. An employee at this level will be trained in one of the following Work Brackets:

Bracket 1

* + - * 1. perform all ironing machine functions either manually or with the aid of semi-automatic or automatic feeding, folding and preparing equipment;
        2. perform all manual or machine folding/hanging operations on linen/garments;
        3. operate a tunnel finisher; and
        4. use a heat seal or heat marking machine or mark linen with any other type of machine or manually.

Bracket 2

* + - * 1. operate any washing, drying and extracting equipment; and
        2. operate towel unwinding equipment.

Bracket 3

* + - * 1. operate any textile pressing machine.

Bracket 4

* + - * 1. manual or machine repair of garments or linen.
    1. Provided that an employee with experience in the bracket the employee was employed for will advance to Level 2 within six months upon demonstrating that the employee has attained and can perform at the desired level of efficiency in that bracket.

Laundry employee Level 2

* + 1. An employee who has completed the required period as Level 1 and who can competently perform the tasks required of them in the appropriate Bracket as well as meet the general requirements of a Level 1, even though they may not have completed training in all the tasks in their Bracket.
    2. The employee will be required to qualify in the tasks missed while in Level 1.
    3. In addition the employee must be able to:
       1. operate with a minimum of supervision;
       2. recognise and report obvious faults in the equipment they use; and
       3. be responsible for the maintenance of the quality and quantity of their own output.
    4. Alternatively, an employee at this level will be a repairer who must at the point of entry be competent to repair linen and garments either manually or by machine or a combination of both and must meet the general requirements of a Level 1 employee. Tasks performed by a repairer at this level would include but not be limited to the following:
       1. patching;
       2. stud and button replacement;
       3. hemming;
       4. darning; and
       5. seaming.

Laundry employee Level 3

* + 1. An employee who meets the requirements of a Laundry employee Level 2 and, in addition:
       1. can efficiently carry out two Level 1 Brackets and has been designated as a stand-by employee in those Brackets;
       2. operates washing and ancillary equipment and is responsible for work flow and control of all washing supplies for such equipment and can carry out these tasks with minimal supervision;
       3. holds a Boiler Ticket and is ready and available to use that ticket in the performance of their duties; or
       4. is a repairer who is competent to perform all facets of repair functions and either performs work at this level or is designated as a stand-by employee.
    2. Tasks performed by a repairer at this level would include but not be limited to the following:
       1. zip replacement;
       2. pocket replacement;
       3. alterations; and
       4. making of monograms.

Laundry employee Level 4

* + 1. An employee who holds a Boiler Ticket and is ready and available to use that ticket; or
    2. any Level 2 or 3 employee who is appointed for the purpose of directing and controlling a section of the production operation.

1. —School-based Apprentices

[Varied by [PR544174](http://www.fwc.gov.au/awardsandorders/html/PR544174.htm)]

* 1. This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
  2. A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
  3. The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
  4. For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
  5. A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
  6. For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
  7. The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[D.8 substituted by [PR544174](http://www.fwc.gov.au/awardsandorders/html/PR544174.htm) ppc 01Jan14]

* 1. School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.

[D.9 substituted by [PR544174](http://www.fwc.gov.au/awardsandorders/html/PR544174.htm) ppc 01Jan14]

* 1. The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[D.10 substituted by [PR544174](http://www.fwc.gov.au/awardsandorders/html/PR544174.htm) ppc 01Jan14]

* 1. If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
  2. School-based apprentices are entitled pro rata to all of the other conditions in this award.

1. —Supported Wage System

[Varied by [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm)]

* 1. This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

[E.2 varied by [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm) ppc 01Jul15]

* 1. In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate

Eligibility criteria

[Varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm)]

* + 1. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
    2. This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

* + 1. Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| **Assessed capacity (clause E.5)**  **%** | **Relevant minimum wage**  **%** |
| --- | --- |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

[E.4.2 varied by [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm) ppc 01Jul19]

* + 1. Provided that the minimum amount payable must be not less than $87 per week.
    2. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

* + 1. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
    2. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

[E.6.1 varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm) ppc 04Dec13]

* + 1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[E.6.2 varied by [PR542216](http://www.fwc.gov.au/awardsandorders/html/PR542216.htm) ppc 04Dec13]

* + 1. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

* + 1. In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
    2. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[E.10.3 varied by [PR998748](http://www.fwc.gov.au/awardsandorders/html/PR998748.htm), [PR510670](http://www.fwc.gov.au/awardsandorders/html/PR510670.htm), [PR525068](http://www.fwc.gov.au/awardsandorders/html/PR525068.htm), [PR537893](http://www.fwc.gov.au/awardsandorders/html/PR537893.htm), [PR551831](http://www.fwc.gov.au/awardsandorders/html/PR551831.htm), [PR568050](http://www.fwc.gov.au/awardsandorders/html/PR568050.htm), [PR581528](http://www.fwc.gov.au/awardsandorders/html/PR581528.htm), [PR592689](http://www.fwc.gov.au/awardsandorders/html/PR592689.htm), [PR606630](https://www.fwc.gov.au/documents/awardsandorders/html/pr606630.htm), [PR709080](https://www.fwc.gov.au/documents/awardsandorders/html/pr709080.htm) ppc 01Jul19]

* + 1. The minimum amount payable to the employee during the trial period must be no less than $87 per week.
    2. Work trials should include induction or training as appropriate to the job being trialled.
    3. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

1. —National Training Wage

[Varied by [PR997973](http://www.fwc.gov.au/awardsandorders/html/PR997973.htm), [PR509127](http://www.fwc.gov.au/awardsandorders/html/PR509127.htm), [PR522958](http://www.fwc.gov.au/awardsandorders/html/PR522958.htm), [PR536761](http://www.fwc.gov.au/awardsandorders/html/pr536761.htm), [PR545787](http://www.fwc.gov.au/awardsandorders/html/PR545787.htm), [PR551684](http://www.fwc.gov.au/awardsandorders/html/PR551684.htm), [PR566776](https://www.fwc.gov.au/awardsandorders/html/PR566776.htm), [PR579883](http://www.fwc.gov.au/awardsandorders/html/PR579883.htm); deleted by [PR593871](http://www.fwc.gov.au/awardsandorders/html/PR593871.htm) ppc 01Jul17]

1. —Part-day Public Holidays

[Sched G inserted by [PR532630](http://www.fwc.gov.au/awardsandorders/html/pr532630.htm) ppc 23Nov12; renamed and varied by [PR544519](http://www.fwc.gov.au/awardsandorders/html/pr544519.htm) ppc 21Nov13; renamed and varied by [PR557581](http://www.fwc.gov.au/awardsandorders/html/PR557581.htm), [PR573679](http://www.fwc.gov.au/awardsandorders/html/PR573679.htm), [PR580863](http://www.fwc.gov.au/awardsandorders/html/PR580863.htm), [PR598110](http://www.fwc.gov.au/documents/awardsandorders/html/pr598110.htm), [PR701683](http://www.fwc.gov.au/documents/awardsandorders/html/pr701683.htm), [PR715118](https://www.fwc.gov.au/documents/awardsandorders/html/pr715118.htm)]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

[G.1 varied by [PR715118](https://www.fwc.gov.au/documents/awardsandorders/html/pr715118.htm) ppc 18Nov19]

* 1. Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
     + 1. All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

[G.1(b) varied by [PR715118](https://www.fwc.gov.au/documents/awardsandorders/html/pr715118.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

[G.1(c) substituted by [PR715118](https://www.fwc.gov.au/documents/awardsandorders/html/pr715118.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[G.1(d) varied by [PR715118](https://www.fwc.gov.au/documents/awardsandorders/html/pr715118.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[G.1(e) varied by [PR715118](https://www.fwc.gov.au/documents/awardsandorders/html/pr715118.htm) ppc 18Nov19]

* + - 1. Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[G.1(f) varied by [PR715118](https://www.fwc.gov.au/documents/awardsandorders/html/pr715118.htm) ppc 18Nov19]

* + - 1. Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

[G.1(g) varied by [PR715118](https://www.fwc.gov.au/documents/awardsandorders/html/pr715118.htm) ppc 18Nov19]

* + - 1. An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

1. —Agreement to Take Annual Leave in Advance

[Sched H inserted by [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](http://www.fwc.gov.au/documents/documents/modern_awards/leave-in-advance-agreement.pdf).

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_/\_\_\_/20\_\_\_

Signature of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

|  |
| --- |
| *[If the employee is under 18 years of age - include:]*  **I agree that:**  **if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**  Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date signed: \_\_\_/\_\_\_/20\_\_\_ |

1. —Agreement to Cash Out Annual Leave

[Sched I inserted by [PR582993](http://www.fwc.gov.au/awardsandorders/html/PR582993.htm) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](http://www.fwc.gov.au/documents/documents/modern_awards/cash-out-agreement.pdf).

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: $\_\_\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_/\_\_\_/20\_\_\_

Signature of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

|  |
| --- |
| *Include if the employee is under 18 years of age:*  Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date signed: \_\_\_/\_\_\_/20\_\_\_ |

1. —Additional Measures During the COVID-19 Pandemic

[Sched X inserted by [PR718141](https://www.fwc.gov.au/documents/awardsandorders/html/pr718141.htm) ppc 08Apr20]

* 1. Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.
  2. During the operation of Schedule X, the following provisions apply:

Unpaid pandemic leave

* + - 1. Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks’ unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
      2. The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
      3. An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).
      4. A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.
      5. Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks’ unpaid pandemic leave.

Annual leave at half pay

* + - 1. Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
      2. Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
      3. A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week’s annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks’ annual leave on half pay. In this example:

* the employee’s pay for the 2 weeks’ leave is the same as the pay the employee would have been entitled to for one week’s leave on full pay (where one week’s full pay includes leave loading under the Annual Leave clause of this award); and
* one week of leave is deducted from the employee’s annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the[Act](http://www.legislation.gov.au/Series/C2009A00028).

NOTE 2: Under section 340(1) of the[Act](http://www.legislation.gov.au/Series/C2009A00028), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the[Act](http://www.legislation.gov.au/Series/C2009A00028), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee’s prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the[Act](http://www.legislation.gov.au/Series/C2009A00028), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.