

The Dry Cleaning and Laundry Industry Award—Exposure Draft was first published on 3 November 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
29 March 2019	Incorporates changes resulting from [2018] FWCFB 3936, PR609425	30 (deleted)
	Incorporates changes resulting from [2018] FWCFB 3500, PR606422, PR606574, PR606630	18, 20, Schedule C, Schedule D, Schedule E
	Incorporates changes resulting from PR701683	Schedule I
	Incorporates changes resulting from [2018] FWCFB 1548 and [2018] FWCFB 4175	2, 13.1, 24.4(e), Schedule C
	Incorporates changes resulting from [2018] FWCFB 6863, PR701499	6
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14 October 2019	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	20
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	Incorporates changes resulting from [2019] FWCFB 2548 , PR706943	36
	Incorporating changes resulting from [2019] FWCFB 3500, PR707513, PR707740, PR709080	18, 20, Schedule C, Schedule D, Schedule E
	Incorporating changes resulting from [2019] FWCFB 5144	30
	Incorporating changes resulting from [2019] FWCFB 5409	4, 18, 24
	Incorporating changes resulting from [2019] FWCFB 6572, PR712680	5, 32, 33, 34, 35
	Incorporates changes resulting from [2019] FWCFB 6953	C.3.2, C.3.4

Exposure Draft—Dry Cleaning and Laundry Industry Award 20XX

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Publication date	Reason for amendments	Clauses affected
	Administrative changes made by Modern Awards team to the document structure, Part and clause titles and clause content in accordance with [2019] FWCFB 5409 at [6] and Attachment A	1.4 (deleted), 5 (deleted), 9, 10, 11, 11.8, 18, 18.5, 18.9, 20, 21, 23, 26, 29, 30, 32, Schedule G—National Training Wage (deleted), Schedule C, D.1.1, Schedule I
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 19

EXPOSURE DRAFT

Dry Cleaning and Laundry Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Dry Cleaning and Laundry Industry Award 2010* (the Laundry award) as at 3 November 2016 and incorporates award updates up to 25 September 2019. This exposure draft does not seek to amend any entitlements under the Laundry award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/264](#). Additionally, a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Dry Cleaning and Laundry Industry Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~1.4 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. Definitions

In this award, unless the contrary intention appears:

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

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

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

dry cleaning and laundry industry has the meaning given in clause 4.2.

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

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

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](#) 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 18.1(a)

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

Clauses 4.4 and 4.5 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 This industry award covers employers throughout Australia in the dry cleaning and laundry industry and their employees in the classifications listed in Schedule A—Dry Cleaning Classification and Schedule B—Laundry Classifications to the exclusion of any other modern award.
- 4.2 **Dry cleaning and laundry industry** means the industry of:
- (a) dry cleaning, dyeing and/or repairing and/or invisible mending of garments or articles in dry cleaning establishments or their auxiliary receiving depots; and
 - (b) washing, sorting and/or packing of laundry in laundries and laundrettes including the repair of items and preparation of garments for rental; and
 - (c) performing any operation incidental to the activities in clauses 4.2(a) or 4.2(b) of this definition in dry cleaning, laundry or combined dry cleaning/laundry establishments
- 4.3 The award does not cover employers covered by the following modern awards:
- (a) *Cleaning Services Award 20XX*;
 - (b) *Clerks—Private Sector Award 20XX*;
 - (c) *General Retail Industry Award 20XX*;
 - (d) *Health Professionals and Support Services Award 20XX*;
 - (e) *Hospitality Industry (General) Award 20XX*; or
 - (f) *Local Government Industry Award 20XX*.

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- 4.4 This award covers any employer which supplies labour on an on-hire basis in the dry cleaning and laundry industry ~~set out in clauses 4.1 and 4.2~~ 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.
- 4.5 This award covers employers which provide group training services for apprentices and trainees engaged in the dry cleaning and laundry industry and/or parts of that industry ~~set out at clause 4.1 and 4.2~~ 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.
- 4.6 This industry award does not cover:
- (a) an employee excluded from award coverage by the Act;
 - (b) 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; or
 - (c) 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.
- 4.7 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.

~~Effect of variations made by the Fair Work Commission~~

Clause 5 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

~~A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.~~

5. Individual flexibility arrangements

Clause 5 substituted in accordance with [\[2019\] FWCFB 6572](#) and [PR712698](#).

- 5.1 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:
- (a) arrangements for when work is performed; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

(a) give the employee a written proposal; and

(b) 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.

5.5 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.

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) 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

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) 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).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 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.

5.6. **Requests for flexible working arrangements**

5.16.1 **Employee may request change in working arrangements**

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

5.26.2 **Responding to the request**

Before responding to a request made under section 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:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

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

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

5.36.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 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.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) 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
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

5.46.4 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 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

5.56.5 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 6, can be dealt with under clause 33—[Dispute resolution](#).

6.7. Facilitative provisions for flexible working practices

- 6.17.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

6.27.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
14.9	Ordinary hours of work—laundry workplaces – substitution of a rostered day off	An individual
17.2(b)	Rest breaks	The majority of employees
23.3	Time off instead of payment for overtime	An individual
24.4	Time off instead of payment for work on a Saturday, Sunday or public holiday	An individual
26.4	Annual leave in advance	An individual
26.5	Cashing out of annual leave	An individual

Part 2—Types of Employment and Classifications

7.8. Types of employment

7.18.1 Employees under this award will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

7.28.2 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.

8.9. Full-time employees

8.19.1 A full-time employee is engaged to work 38 ordinary hours per week.

8.29.2 Unless otherwise specified in the award, any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee.

9.10. Part-time employees

9.110.1 A part-time employee:

- (a) is engaged to work less than full-time hours of 38 ordinary hours per week;
- (b) has reasonably predictable hours of work; and

- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

9.210.2 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.

9.310.3 Any agreed variation to the hours of work will be in writing.

9.410.4 A part-time employee must be engaged for a minimum of ~~three~~ 3 consecutive hours per start including if called in for a separate engagement for overtime.

9.510.5 All time worked in excess of the hours agreed under clause 10.2 or varied under clause 10.3 will be overtime and paid for at the rates prescribed in 23—Overtime.

9.610.6 A part-time employee under the provisions of ~~this~~ clause 10 must be paid for each ordinary hour worked at the minimum hourly rate prescribed for the appropriate classification.

10.11. Casual employees

10.111.1 Subject to clause 10—Part-time employees a casual employee is an employee who is engaged and paid as a casual employee.

10.211.2 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 11.

10.311.3 The employment of a casual employee may be terminated with one hour's notice by either the employer or the employee.

10.411.4 A casual employee must be paid at the minimum hourly rate prescribed for the appropriate classification plus a loading of 25% for all hours worked.

10.511.5 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.

10.611.6 A casual employee must be paid for a minimum of ~~three~~ 3 hours for each start on any day.

10.711.7 Where a casual employee works in excess of 38 ordinary hours per week, overtime will be paid.

10.811.8 Right to request casual conversion

- (a) 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.
- (b) 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,

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without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) 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.
- (d) 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.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) 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.
- (g) Reasonable grounds for refusal include that:
 - (i) 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) clause~~ 11.8(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) 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
 - (iv) 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.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) 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 33—Consultation about changes to rosters or hours of work.

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- (j) 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.
- (k) 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 11.8, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clause 10.2.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) 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.
- (n) 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 11.8.
- (o) Nothing in ~~this~~ clause 11.8 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.
- (p) Nothing in ~~this~~ clause 11.8 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.8 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~~ clause 11.8 by 1 January 2019.
- (r) 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)~~ clause 11.8(q).

11.12. Classifications

11.12.1 All employees covered by this award must be classified according to the structures set out in Schedule A—Dry Cleaning Classifications or Schedule B—Laundry Classifications. Employers must advise their employees in writing of their classification and any changes to their classification.

11.212.2 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.

Part 3—Hours of Work

12.13. Ordinary hours of work—dry cleaning workplaces

12.13.1The ordinary hours of work will be 38 hours per week.

12.13.2Ordinary hours may be worked between:

- (a) 7.00 am–7.00 pm Monday to Friday;
- (b) 7.00 am–9.00 pm on a prescribed late shopping night(s) in the particular locality; and
- (c) 7.00 am–5.00 pm on Saturday.

12.13.3Where the regular prescribed late night shopping night falls on a public holiday and another night is prescribed the span of hours in clause 13.2(b) will apply.

12.13.4An employer who requires employees in package plants to work their 38 ordinary hours within ~~four~~4 days, Monday to Friday, will inform each affected employee at least ~~seven~~7 days before the start of that working week of the days upon which they are rostered to work and the days on which they are rostered off.

13.14. Ordinary hours of work—laundry workplaces

13.14.1The ordinary hours of work will average 38 hours per week.

13.14.2Ordinary 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:

- (a) 7.6 hours per day;
- (b) ~~four~~4 days of ~~eight~~8 hours work and one day of ~~six~~6 hours work; or
- (c) a roster system averaging 38 hours worked per week over a ~~four~~4 week cycle.

13.14.3By agreement the ordinary working hours may be worked as a 19 day ~~four~~4 week cycle of ~~eight~~8 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.

13.14.4Where 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 weekly wage rate for the employee's classification as set out in clause 18—Minimum rates of this award, even though more or less than 38 hours are worked each week.

13.14.5Where 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.

13.14.6Each day of paid leave and any paid public holiday occurring during the roster cycle will be regarded as a day worked for accrual purposes.

~~13.7~~14.7 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.

~~13.8~~14.8 Any accrued entitlement to a rostered day off will be paid to an employee if unused on termination.

~~13.9~~14.9 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.

14.15. Ordinary hours of work—shiftworkers in laundry workplaces

~~14.1~~15.1 The ordinary hours of work will be an average of 38 hours per week to be worked in not more than ~~five~~5 shifts of not more than 10 hours, Monday to Sunday inclusive, on one of the following bases:

- (a) 38 hours within a period not exceeding ~~seven~~7 consecutive days;
- (b) 76 hours within a period not exceeding 14 consecutive days;
- (c) 114 hours within a period not exceeding 21 consecutive days; or
- (d) 152 hours within a period not exceeding 28 consecutive days.

~~14.2~~15.2 Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours.

15.16. Rostering arrangements

~~15.1~~16.1 The starting and finishing times of each employee (excluding casual employees) will be fixed by the employer.

~~15.2~~16.2 Subject to clause 33—Consultation about changes to rosters or hours of work, those times will not be changed, except in a case of emergency or by agreement with the individual employee, unless ~~seven~~7 days' notice has been given.

~~15.3~~16.3 Clause 16 also applies to changes to shift rosters.

16.17. Breaks

16.17.1 Meal breaks

- (a) An employee will be entitled to an unpaid meal break of at least 30 minutes per day or shift. The break must be taken not later than ~~five~~5 hours after starting work.
- (b) Where an employer requires an employee to work during their meal break, the period worked will be treated as time worked and paid at **150%** of the minimum hourly rate until released for the meal.
- (c) An employee who is required to work more than one and a half hours overtime will be entitled to a meal break of at least 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.

~~16.2~~17.2 Rest breaks

- (a) An employee will be entitled to a paid rest break of 10 minutes in the morning and another in the afternoon on each day worked. The rest breaks will count as time worked and will be taken at times agreed between the employer and the majority of employees.
- (b) 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.

~~16.3~~17.3 Crib breaks

Shiftworkers will be entitled to a paid crib break of at least 20 minutes. This break is to be taken not later than ~~five~~5 hours after the start of each shift. The break is to count as time worked.

Part 4—Wages and Allowances

~~17.18.~~ Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked
Minimum rates table amended in accordance with [2019] FWCFB 5409 at [114].

18.1 Adult rates

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

(a) Dry cleaning

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Dry cleaning employee Level 1	740.80	19.49
Dry cleaning employee Level 2	762.10	20.06
Dry cleaning employee Level 3	773.10	20.34
Dry cleaning employee Level 4	818.50	21.54
Dry cleaning employee Level 5	862.50	22.70

(b) **Laundry**

Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Laundry employee Level 1	751.20	19.77
Laundry employee Level 2	778.10	20.48
Laundry employee Level 3	810.80	21.34
Laundry employee Level 4	832.40	21.91

17.218.2 Wages of junior employee rates—dry cleaning

Junior employees will be paid the following percentage of the appropriate ~~wage~~-rate in clause 18.1(a):

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

17.318.3 Wages of junior employee rates—laundry

Junior employees will be paid the following percentage of the appropriate ~~wage~~-rate in clause 18.1(b):

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

17.418.4 Wages of apprentice rates

- (a) 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 F—School-based Apprentices.

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Year of apprenticeship	% of Dry cleaning employee Level 5
1st year—First six 6 months	45
1st year—Second six 6 months	50
2nd year	60
3rd year—First six 6 months	75
3rd year—Second six 6 months	90

- (b) 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 F—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 6 months	75	75
3rd year—Second six 6 months	90	90

- (c) The above percentages will be calculated in multiples of \$0.05, amounts of \$0.02 and less being rounded down to the lower multiple and amounts in excess of \$0.02 being rounded up to the higher multiple.
- (d) The minimum rate for an adult apprentice who commenced their apprenticeship 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 18.4(b) for the relevant year of the apprenticeship, whichever is the greater.
- (e) The minimum rate for an adult apprentice who commenced their apprenticeship 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 18.1 or the rate prescribed by clause 18.4(b) for the relevant year of the apprenticeship, whichever is the greater.
- (f) 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~~ 6 months as a full-time employee or 12 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 18.1 in which the adult

apprentice was engaged immediately prior to entering into the training agreement.

- (g) 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.

17-518.5 Apprenticeship conditions of employment

- (a) Except as provided in ~~this~~ clause 18.5 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) 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 18.5 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.
- (c) For the purposes of clause 18.5(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.
- (d) The amount payable by an employer under clause 18.5(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.
- (e) 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~~-6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within ~~three~~-3 months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) An employer may meet its obligations under clause 18.5(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) 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.
- (h) 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

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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 F—School-based Apprentices.

- (i) 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.

17.618.6 Higher duties

- (a) An employee engaged for more than ~~four~~ 4 hours during one day or shift on duties carrying a higher minimum hourly rate than their ordinary classification must be paid the higher minimum hourly rate for the day or shift.
- (b) An employee undertaking higher duties for ~~four~~ 4 hours or less during one day or shift must be paid the higher minimum hourly rate for the time worked at the higher level.

17.718.7 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.

17.818.8 School-based apprentices

For school-based apprentices, see Schedule F—School-based Apprentices.

17.918.9 National training wage

- (a) Schedule E to the *Miscellaneous Award 20~~10XX~~* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20~~10XX~~* as at ~~1 July 2018~~ 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20~~10XX~~* is to be read as referring to the *Dry Cleaning and Laundry Industry Award 20~~10XX~~* and not the *Miscellaneous Award 20~~10XX~~*.

See Schedule C—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalties.

18.19. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

18.119.1 Wages are to be paid weekly or fortnightly.

18.219.2 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.

Payment of wages on termination is being considered in matter [AM2016/8](#).

18.319.3 When notice of termination of employment has been given by an employer 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.

19.20. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

19.120.1 The employer must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 20. See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

19.220.2 Wage-related allowances

(a) Disability allowance

An employee who is required to handle foul laundry (as defined) will be paid an additional **\$16.91** per week.

(b) First aid allowance

An employee who has been trained to provide 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 **\$17.25** per week.

19.320.3 Expense-related allowances

(a) Meal allowance

(i) An employee required to work overtime for more than one hour after the usual finishing time on any day will be reimbursed for the purchase of a meal or paid a meal allowance of **\$10.50**. ~~This e~~Clause 20.3(a) does not apply where the employer provides the employee with a meal of equivalent value.

(ii) Clause 20.3(a)(i) 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 paid the allowance of **\$10.50**.

(b) Protective clothing allowance

- (i) 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.
- (ii) ~~This e~~Clause_20.3(b) does 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.

(c) Tool allowance

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

(d) Uniform allowances

- (i) 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.
- (ii) 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.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances

20.21. Accident Pay

20.21.1 Definitions

For the purposes of ~~this~~ clause_21, the following definitions will apply:

- (a) **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.

- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

20.221.2 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.

20.321.3 Calculation of the period

- (a) 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.
- (b) 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.
- (c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

20.421.4 When not entitled to payment

An employee will not be entitled to any payment under ~~this~~-clause_21 in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

20.521.5 Return to work

If an employee entitled to accident pay under ~~this~~-clause_21 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.

20.621.6 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.

20.721.7 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_21 and the employee will not be entitled to any further accident pay thereafter.

20.821.8 Casual employees

For a casual employee, the weekly payment referred to in clause 21.1(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.

21.22. Superannuation

21.22.1 Superannuation legislation

- (a) 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.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

21.22.2 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.

21.22.3 Voluntary employee contributions

- (a) 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 22.2.
- (b) 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.
- (c) The employer must pay the amount authorised under clauses 22.3(a) or 22.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or 22.3(b) was made.

21.22.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or 22.3(b) to one of the following superannuation funds or its successor:

- (a) CareSuper;
- (b) AustralianSuper;
- (c) Sunsuper;

- (d) Tasplan;
- (e) 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 superannuation scheme; or
- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

21.522.5 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 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **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:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime, Penalty Rates and Shiftwork

22.23. Overtime

22.23.1 All work performed by an employee outside of and/or in excess of their ordinary hours will be paid for at **150%** of the minimum hourly rate for the first ~~three~~ **3** hours and **200%** of the minimum hourly rate thereafter.

22.23.2 In calculating overtime each day's work will stand alone.

22.323.3 Time off instead of payment for overtime

- (a) 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.
- (b) 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 23.3 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 23.3 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.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e) clause~~ 23.3(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.
- (f) 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.
- (g) 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 23.3 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](#)).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23.3 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 23.3.

22.423.4 Rest period after overtime

- (a) 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.
- (b) An employee who works so much overtime after finishing their ordinary hours on a day or shift that they will not have at least 10 consecutive hours off duty before commencing ordinary hours on their next day or shift will, subject to ~~this~~ clause 23.4, 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.

- (c) 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 **200%** of the minimum hourly rate 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.

22.523.5 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~~ 4 hours.

23.24. Weekend and public holiday work

Clause 24 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

23.124.1 Saturday work

- (a) All ordinary time worked before midday on a Saturday will be paid at **125%** of the minimum hourly rate. All ordinary time worked after midday on a Saturday will be paid at **150%** of the minimum hourly rate.
- (b) For shiftworkers the rate in clause 24.1(a) is in substitution for and not cumulative upon the shift ~~premiums-rates~~ in clause 25—Shiftwork. However, an employee who is receiving a higher penalty rate under clause 25—Shiftwork will continue to receive that higher rate.

23.224.2 Sunday work

- (a) All time worked by an employee on a Sunday will be paid at **200%** of the minimum hourly rate.
- (b) For shiftworkers the rate in clause 24.2(a) is in substitution for and not cumulative upon the shift ~~premiums-rates~~ in clause 25—Shiftwork.

23.324.3 Public holiday work

- (a) All time worked by an employee on a public holiday will be paid at **250%** of the minimum hourly rate.
- (b) An employee who works on a public holiday will be paid for a minimum of ~~four~~ 4 hours' work.
- (c) For shiftworkers the rate in clause 24.3(a) is in substitution for and not cumulative upon the shift ~~premiums-rates~~ in clause 25—Shiftwork.

23.424.4 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:

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- (a) provide for the time off to be taken in the normal working hours of the employee;
- (b) 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;
- (c) be in writing; and
- (d) provide for the time off to be taken within a period of ~~two~~2 months of the date on which the time is worked.
- (e) If, on the termination of the employee’s employment, time off for time worked on a Saturday, Sunday or public holiday worked by the employee to which clause 24.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

24.25. Shiftwork

24.125.1 Definitions

- (a) **Morning shift—dry cleaning** means a shift commencing before 7.00 am and finishing after midday
- (b) **Morning shift—laundry** means a shift commencing before 6.00 am.
- (c) **Afternoon shift** means a shift finishing after 6.00 pm and at or before midnight.
- (d) **Night shift** means a shift finishing after midnight and at or before 8.00 am.

24.225.2 Notwithstanding clause 26.3, 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](#).

24.325.3 An employee who works shiftwork must be paid **115%** of the minimum hourly rate prescribed for the appropriate classification for each hour worked during a morning, afternoon or night shift.

24.425.4 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 **130%** of the minimum hourly rate prescribed for the appropriate classification.

24.525.5 An employee in a laundry workplace who works on any morning, afternoon or night shift which does not continue for at least ~~five~~5 successive mornings, afternoons or nights in a ~~five~~5 day workshop, or for at least ~~six~~6 successive mornings, afternoons or nights in a ~~six~~6 day workshop must be paid for the first ~~three~~3 hours of each such shift at **150%** of the minimum hourly rate. The remaining hours on each such shift must be paid at **200%** of the minimum hourly rate.

24.625.6 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~~3 successive mornings, afternoons or nights will be paid **150%** of the minimum hourly rate for the first ~~three~~three

3 hours and then 200% of the minimum hourly rate for the remaining period worked on each occasion.

~~24.7~~25.7 Employees under the age of 18 are not permitted to work shiftwork.

~~24.8~~25.8 The variation to clause 25.1(a) 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 penalty, 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 16—Rostering arrangements.

Part 6—Leave and Public Holidays

~~25.2~~26. Annual leave

~~25.1~~26.1 Annual leave is provided for in the NES. ~~This clause~~26 supplements or deals with matters incidental to the NES provisions.

~~25.2~~26.2 Annual leave loading

Annual leave loading remains outstanding with further decision to be issued – see [2019] FWCFB 5409 at [153].

- (a) 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.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

~~25.3~~26.3 Shiftworkers—laundry workplaces

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.

~~25.4~~26.4 Annual leave in advance

- (a) 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.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

- (ii) 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 26.4 is set out at Schedule G—Annual leave in advance. There is no requirement to use the form of agreement set out at Schedule G—Annual leave in advance.

- (c) The employer must keep a copy of any agreement under clause 26.4 as an employee record.
- (d) 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 26.4, 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.

25.526.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 26.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 26.5.
- (c) 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.
- (d) An agreement under clause 26.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 26.5 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.
- (f) 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.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 26.5 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 26.5.

NOTE 2: 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 26.5.

NOTE 3: An example of the type of agreement required by clause 26.5 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

25.626.6 Excessive leave accruals: general provision

NOTE: Clauses 26.6 to 26.8 contain provisions, additional to the [NES](#), 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 [Act](#).

- (a) 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 26.3).
- (b) 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.
- (c) Clause 26.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 26.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

25.726.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 26.6(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.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 26.7(a):
 - (i) 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 26.6, 26.7 or 26.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) 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
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 26.7(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 26.7(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) clause~~ 26.7(d) may result in the direction ceasing to have effect. See clause 26.7(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

~~25.826.8~~ Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 26.6(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.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 26.8(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 26.7(a) that, when any other paid annual leave arrangements (whether made under clause 26.6, 26.7 or 26.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 26.8(a) must not:
 - (i) 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 26.6, 26.7 or 26.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) 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
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause~~ 26.8(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 26.3) in any period of 12 months.

- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause~~ 26.8(a).

26.27. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

27.28. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

28.29. Community service leave

Community service leave is provided for in the [NES](#).

29.30. Unpaid family and domestic violence leave

Clause 30 inserted in accordance with [\[2019\] FWC FB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: 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.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

30.31. Public holidays

30.131.1 Public holiday entitlements are provided for in the [NES](#).

30.231.2 Part-day Public Holidays

For provisions relating to part-day public holidays see Schedule I—Part-day Public Holidays.

30.331.3 Where an employee works on a public holiday they will be paid in accordance with clause 24.3.

Part 7—Consultation and Dispute Resolution

32. Consultation about major workplace change

Clause 32 substituted in accordance with [\[2019\] FWCFCB 6572](#) and [PR712698](#).

32.1 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:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

32.2 For the purposes of the discussion under clause 32.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

32.3 Clause 32.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

32.4 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 32.1(b).

32.5 In clause 32 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations;
or

(g) job restructuring.

32.6 Where this award makes provision for alteration of any of the matters defined at clause 32.5, such alteration is taken not to have significant effect.

33. Consultation about changes to rosters or hours of work

Clause 3 inserted in accordance with [\[2019\] FWCFB 6572](#) and [PR712698](#).

33.1 Clause 33 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.

33.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

33.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 33.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) 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.

33.4 The employer must consider any views given under clause 33.3(b).

33.5 Clause 33 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

34. Dispute resolution

Clause 34 substituted in accordance with [\[2019\] FWCFB 6572](#) and [PR712698](#).

34.1 Clause 34 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

34.2 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.

34.3 If the dispute is not resolved through discussion as mentioned in clause 34.2, 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.

- 34.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 34.2 and 34.3, a party to the dispute may refer it to the Fair Work Commission.
- 34.5 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.
- 34.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 34.7 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 34.
- 34.8 While procedures are being followed under clause 34 in relation to a dispute:
- (a) work must continue in accordance with this award and the Act; and
 - (b) 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.
- 34.9 Clause 34.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

35. Termination of employment

Clause 35 substituted in accordance with [\[2019\] FWCFB 6572](#) and [PR712698](#).

NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.

35.1 Notice of termination by an employee

- (a) Clause 35.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.
- (b) 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

<u>Column 1</u>	<u>Column 2</u>
<u>Employee's period of continuous service with the employer at the end of the day the notice is given</u>	<u>Period of notice</u>
<u>Not more than 1 year</u>	<u>1 week</u>
<u>More than 1 year but not more than 3 years</u>	<u>2 weeks</u>

<u>Column 1</u>	<u>Column 2</u>
<u>Employee’s period of continuous service with the employer at the end of the day the notice is given</u>	<u>Period of notice</u>
<u>More than 3 years but not more than 5 years</u>	<u>3 weeks</u>
<u>More than 5 years</u>	<u>4 weeks</u>

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.

- (c) In clause 35.1(b) **continuous service** has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 35.1(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.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 35.1(b), then no deduction can be made under clause 35.1(d).
- (f) Any deduction made under clause 35.1(d) must not be unreasonable in the circumstances.

35.2 Job search entitlement

- (a) 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.
- (b) The time off under clause 35.2 is to be taken at times that are convenient to the employee after consultation with the employer.

31.36. Redundancy

Clause 36 substituted in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706943](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

36.1 Transfer to lower paid duties on redundancy

- (a) Clause 36.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) 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 as if it were a notice of termination given by the employer; or

(ii) 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 clause 36.1(c).

(c) If the employer acts as mentioned in clause 36.1(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.

36.2 Employee leaving during redundancy notice period

(a) 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.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 36 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) 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.

36.3 Job search entitlement

(a) 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 for the purpose of seeking other employment.

(b) If an employee is allowed time off without loss of pay of more than one day under clause 36.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 36.3(b).

(d) An employee who fails to produce proof when required under clause 36.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 35.2.

Schedule A—Dry Cleaning Classifications

A.1 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.

A.2 Dry cleaning employee Level 2

An employee who is employed as:

- (a) a wet cleaner;
- (b) a steam air finisher;
- (c) an examiner of garments;
- (d) an assembler of garments; or
- (e) a sorter of garments.

A.3 Dry cleaning employee Level 3

An employee who is employed as:

- (a) a repairer (other than a tailor or tailoress);
- (b) a spotter presser (off-set press);
- (c) a hand ironer receiver and/or dispatcher;
- (d) a presser;
- (e) 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
- (f) a cleaner (operating dry cleaning machine).

A.4 Dry cleaning employee Level 4

An employee who is employed as:

- (a) an invisible mender; or
- (b) a tailor or tailoress.

A.5 Dry cleaning employee Level 5

A.5.1 An employee who is employed as a tradesperson dry cleaner.

A.5.2 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.

Schedule B—Laundry Classifications

B.1 Laundry employee Level 1

- B.1.1** An employee in the first ~~six~~-6 months of employment with no previous experience in the industry.
- B.1.2** An employee at this level must possess the following skills and abilities:
- (a) be responsible for their own work subject to detailed instructions;
 - (b) work under routine supervision;
 - (c) carry out duties in a safe, responsible and efficient manner; and
 - (d) possess basic communication and interpersonal skills.
- B.1.3** 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:
- (a) be able to identify and classify items of linen/garments and associated simple tasks;
 - (b) be able to load and unload drying machines; and
 - (c) be capable of simple keyboard operations.
- B.1.4** An employee at this level will be trained in one of the following Work Brackets:
- (a) **Bracket 1**
 - (i) perform all ironing machine functions either manually or with the aid of semi-automatic or automatic feeding, folding and preparing equipment;
 - (ii) perform all manual or machine folding/hanging operations on linen/garments;
 - (iii) operate a tunnel finisher; and
 - (iv) use a heat seal or heat marking machine or mark linen with any other type of machine or manually.
 - (b) **Bracket 2**
 - (i) operate any washing, drying and extracting equipment; and
 - (ii) operate towel unwinding equipment.
 - (c) **Bracket 3**
 - (i) operate any textile pressing machine.
 - (d) **Bracket 4**
 - (i) manual or machine repair of garments or linen.

B.1.5 Provided that an employee with experience in the bracket the employee was employed for will advance to Level 2 within ~~six~~ 6 months upon demonstrating that the employee has attained and can perform at the desired level of efficiency in that bracket.

B.2 Laundry employee Level 2

B.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.

B.2.2 The employee will be required to qualify in the tasks missed while in Level 1.

B.2.3 In addition the employee must be able to:

- (a) operate with a minimum of supervision;
- (b) recognise and report obvious faults in the equipment they use; and
- (c) be responsible for the maintenance of the quality and quantity of their own output.

B.2.4 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:

- (a) patching;
- (b) stud and button replacement;
- (c) hemming;
- (d) darning; and
- (e) seaming.

B.3 Laundry employee Level 3

B.3.1 An employee who meets the requirements of a Laundry employee Level 2 and, in addition:

- (a) can efficiently carry out ~~two~~ 2 Level 1 Brackets and has been designated as a stand-by employee in those Brackets;
- (b) 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;
- (c) holds a Boiler Ticket and is ready and available to use that ticket in the performance of their duties; or

(d) 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.

B.3.2 Tasks performed by a repairer at this level would include but not be limited to the following:

- (a) zip replacement;
- (b) pocket replacement;
- (c) alterations; and
- (d) making of monograms.

B.4 Laundry employee Level 4

B.4.1 An employee who holds a Boiler Ticket and is ready and available to use that ticket; or

B.4.2 any Level 2 or 3 employee who is appointed for the purpose of directing and controlling a section of the production operation.

Schedule C—Summary of Hourly Rates of Pay

~~NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.~~

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Clauses C.3.2 and C.3.4 inserted as a result of [\[2019\] FWCFB 6953](#) at [34] – [35].

C.1 Full-time and part-time adult dry cleaning employees

C.1.1 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday– ordinary hours worked before midday	Saturday– ordinary hours worked after midday	Public holiday
	% of minimum hourly rate			
	100%	125%	150%	250%
	\$	\$	\$	\$
Dry cleaning employee Level 1	19.49	24.36	29.24	48.73
Dry cleaning employee Level 2	20.06	25.08	30.09	50.15
Dry cleaning employee Level 3	20.34	25.43	30.51	50.85
Dry cleaning employee Level 4	21.54	26.93	32.31	53.85
Dry cleaning employee Level 5	22.70	28.38	34.05	56.75

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC2]: Relevant percentage in cl 24.1 and cl 24.3.

C.1.2 Full-time and part-time shiftworkers—ordinary and shiftwork rates

	Day	Morning, afternoon or night shift	Permanent night shift	Non-successive morning, afternoon or night shift – dry cleaning ¹	
				First 3 hours	After first 3 hours
	% of minimum hourly rate				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Dry cleaning employee Level 1	19.49	22.41	25.34	29.24	38.98
Dry cleaning employee Level 2	20.06	23.07	26.08	30.09	40.12
Dry cleaning employee Level 3	20.34	23.39	26.44	30.51	40.68
Dry cleaning	21.54	24.77	28.00	32.31	43.08

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC4]: Relevant percentage in cl 25.3, cl 25.4 and cl 25.6.

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	Day	Morning, afternoon or night shift	Permanent night shift	Non-successive morning, afternoon or night shift – dry cleaning ¹	
				First 3 hours	After first 3 hours
	% of minimum hourly rate				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
employee Level 4					
Dry cleaning employee Level 5	22.70	26.11	29.51	34.05	45.40

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC4]: Relevant percentage in cl 25.3, cl 25.4 and cl 25.6.

¹ Non successive morning, afternoon or night shift – dry cleaning means 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~~ 3 successive mornings, afternoons or nights (see clause 25.6~~24.6~~)

C.1.3 Full-time and part-time shiftworkers—penalty rates

	Saturday—ordinary hours worked before midday	Saturday—ordinary hours worked after midday	Public holiday
	% of minimum hourly rate		
	125%	150%	250%
	\$	\$	\$
Dry cleaning employee Level 1	24.36	29.24	48.73
Dry cleaning employee Level 2	25.08	30.09	50.15
Dry cleaning employee Level 3	25.43	30.51	50.85
Dry cleaning employee Level 4	26.93	32.31	53.85
Dry cleaning employee Level 5	28.38	34.05	56.75

Commented [FWC5]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC6]: Relevant percentage in cl. 24.1 and cl. 24.3.

C.1.4 Full-time and part-time employees including shiftworkers—overtime rates

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Dry cleaning employee Level 1	29.24	38.98	38.98	48.73
Dry cleaning employee Level 2	30.09	40.12	40.12	50.15
Dry cleaning employee Level 3	30.51	40.68	40.68	50.85
Dry cleaning employee Level 4	32.31	43.08	43.08	53.85
Dry cleaning employee Level 5	34.05	45.40	45.40	56.75

Commented [FWC7]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC8]: Relevant percentage in cl 23.1, cl 24.2 and cl 24.3.

C.2 Full-time and part-time adult laundry employees

C.2.1 Full-time and part-time employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	100%	250%
	\$	\$
Laundry employee Level 1	19.77	49.43
Laundry employee Level 2	20.48	51.20
Laundry employee Level 3	21.34	53.35
Laundry employee Level 4	21.91	54.78

Commented [FWC9]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC10]: Relevant percentage in cl 24.3.

C.2.2 Full-time and part-time employees including shiftworkers—overtime rates

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Laundry employee Level 1	29.66	39.54	39.54	49.43
Laundry employee Level 2	30.72	40.96	40.96	51.20
Laundry employee Level 3	32.01	42.68	42.68	53.35
Laundry employee Level 4	32.87	43.82	43.82	54.78

Commented [FWC11]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC12]: Relevant percentage in cl 23.1, cl 24.2 and cl 24.3.

C.2.3 Full-time and part-time shiftworkers—ordinary and shiftwork rates

	Day	Morning, afternoon or night shift	Permanent night shift	Non-successive morning, afternoon or night shift – laundry ¹	
				First 3 hours	After 3 hours
	% of minimum hourly rate				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Laundry employee Level 1	19.77	22.74	25.70	29.66	39.54
Laundry employee Level 2	20.48	23.55	26.62	30.72	40.96
Laundry employee Level 3	21.34	24.54	27.74	32.01	42.68
Laundry employee Level 4	21.91	25.20	28.48	32.87	43.82

Commented [FWC13]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC14]: Relevant percentage in cl 25.3, cl 25.4 and cl 25.5.

¹ **Non successive morning, afternoon or night shift – laundry** means an employee in a laundry workplace who works on any morning, afternoon or night shift which does not continue for at least ~~five~~5 successive mornings, afternoons or nights in a ~~five~~5 day workshop, or for at least ~~six~~6 successive mornings, afternoons or nights in a ~~six~~6 day workshop (see clause 25.5~~24.5~~)

C.2.4 Full-time and part-time shiftworkers—penalty rates

	Saturday – ordinary hours worked before midday	Saturday – ordinary hours worked after midday	Sunday – all day	Public holiday
	% of minimum hourly rate			
	125%	150%	200%	250%
	\$	\$	\$	\$
Laundry employee Level 1	24.71	29.66	39.54	49.43
Laundry employee Level 2	25.60	30.72	40.96	51.20
Laundry employee Level 3	26.68	32.01	42.68	53.35
Laundry employee Level 4	27.39	32.87	43.82	54.78

Commented [FWC15]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC16]: Relevant percentage in cl 24.1, cl 24.2 and cl 24.3.

C.3 Casual adult employees

C.3.1 Casual employees other than shiftworkers—ordinary and penalty rates—Dry cleaning employees

	Ordinary hours	Saturday–ordinary hours worked before midday	Saturday–ordinary hours worked after midday	Public holiday
	% of minimum hourly rate			
	125%	150%	175%	275%
	\$	\$	\$	\$
Dry cleaning employee Level 1	24.36	29.24	34.11	53.60
Dry cleaning employee Level 2	25.08	30.09	35.11	55.17
Dry cleaning employee Level 3	25.43	30.51	35.60	55.94
Dry cleaning employee Level 4	26.93	32.31	37.70	59.24
Dry cleaning employee Level 5	28.38	34.05	39.73	62.43

Commented [FWC17]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC18]: Minimum hourly rate in cl 18.1 + 25% casual loading in cl 11.4

Commented [FWC19]: Relevant percentage in cl 24.1 + 25% casual loading in cl 11.4.

Commented [FWC20]: Relevant percentage in cl 24.3 + 25% casual loading in cl 11.4.

C.3.2 Casual employees including shiftworkers—overtime rates—Dry cleaning employees

	<u>Monday to Saturday – first 3 hours</u>	<u>Monday to Saturday – after 3 hours</u>	<u>Sunday – all day</u>	<u>Public holiday</u>
	% of minimum hourly rate			
	175%	225%	225%	275%
	\$	\$	\$	\$
<u>Dry cleaning employee Level 1</u>	<u>34.11</u>	<u>43.85</u>	<u>43.85</u>	<u>53.60</u>
<u>Dry cleaning employee Level 2</u>	<u>35.11</u>	<u>45.14</u>	<u>45.14</u>	<u>55.17</u>
<u>Dry cleaning employee Level 3</u>	<u>35.60</u>	<u>45.77</u>	<u>45.77</u>	<u>55.94</u>
<u>Dry cleaning employee Level 4</u>	<u>37.70</u>	<u>48.47</u>	<u>48.47</u>	<u>59.24</u>
<u>Dry cleaning employee Level 5</u>	<u>39.73</u>	<u>51.08</u>	<u>51.08</u>	<u>62.43</u>

Commented [FWC21]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC22]: Relevant percentage in cl 23.1, cl 24.2 and cl 24.3 + 25% casual loading in cl 11.4.

C.3.2C.3.3 Casual employees other than shiftworkers—ordinary and penalty rates—Laundry employees

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	125%	275%
	\$	\$
Laundry employee Level 1	24.71	54.37
Laundry employee Level 2	25.60	56.32
Laundry employee Level 3	26.68	58.69
Laundry employee Level 4	27.39	60.25

Commented [FWC23]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC24]: Minimum hourly rate in cl 18.1 + 25% casual loading in cl 11.4

Commented [FWC25]: Relevant percentage in cl 24.3 + 25% casual loading in cl 11.4.

C.3.4 Casual employees including shiftworkers—overtime rates—Laundry employees

	<u>Monday to Saturday – first 3 hours</u>	<u>Monday to Saturday – after 3 hours</u>	<u>Sunday – all day</u>	<u>Public holiday</u>
	% of minimum hourly rate			
	175%	225%	225%	275%
	\$	\$	\$	\$
<u>Laundry employee Level 1</u>	<u>34.60</u>	<u>44.48</u>	<u>44.48</u>	<u>54.37</u>
<u>Laundry employee Level 2</u>	<u>35.84</u>	<u>46.08</u>	<u>46.08</u>	<u>56.32</u>
<u>Laundry employee Level 3</u>	<u>37.35</u>	<u>48.02</u>	<u>48.02</u>	<u>58.69</u>
<u>Laundry employee Level 4</u>	<u>38.34</u>	<u>49.30</u>	<u>49.30</u>	<u>60.25</u>

Commented [FWC26]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC27]: Relevant percentage in cl 23.1, cl 24.2 and cl 24.3 + 25% casual loading in cl 11.4.

C.3.3C.3.5 Casual shiftworkers—ordinary and penalty rates—Dry cleaning employees

	Ordinary hours	Morning, afternoon or night shift	Permanent night shift	Saturday – ordinary hours worked before midday	Saturday – ordinary hours worked after midday	Public holiday	Non-successive morning, afternoon or night shift – dry cleaning ¹	
							First 3 hours	After 3 hours
	% of minimum hourly rate							
	125%	140%	155%	150%	175%	275%	175%	225%
	\$	\$	\$	\$	\$	\$	\$	\$
Dry cleaning employee Level 1	24.36	27.29	30.21	29.24	34.11	53.60	34.11	43.85
Dry cleaning employee Level 2	25.08	28.08	31.09	30.09	35.11	55.17	35.11	45.14
Dry cleaning employee Level 3	25.43	28.48	31.53	30.51	35.60	55.94	35.60	45.77
Dry cleaning employee Level 4	26.93	30.16	33.39	32.31	37.70s	59.24	37.70	48.47
Dry cleaning employee Level 5	28.38	31.78	35.19	34.05	39.73	62.43	39.73	51.08

Commented [FWC28]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC29]: Minimum hourly rate in cl 18.1 + 25% casual loading in cl 11.4.

Commented [FWC30]: Relevant percentage in cl 25.3 or cl 25.4 + 25% casual loading in cl 11.4.

Commented [FWC31]: Relevant percentage in cl 24.1 or 24.3 + 25% casual loading in cl 11.4.

Commented [FWC32]: Relevant percentage in cl 25.6 + 25% casual loading in cl 11.4.

¹ **Non-successive morning, afternoon or night shift - dry cleaning** means 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~~3 successive mornings, afternoons or nights (see clause 25.6~~24.6~~)

C.3.4C.3.6 Casual shiftworkers—ordinary and penalty rates—Laundry employees

	Ordinary hours	Morning, afternoon or night shift	Permanent night shift	Saturday – ordinary hours worked before midday	Saturday – ordinary hours worked after midday	Sunday – all day	Public holiday	Non-successive morning, afternoon or night shift – laundry ¹	
								First 3 hours	After 3 hours
% of minimum hourly rate									
	125%	140%	155%	150%	175%	225%	275%	175%	225%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Laundry employee Level 1	24.71	27.68	30.64	29.66	34.60	44.48	54.37	34.60	44.48
Laundry employee Level 2	25.60	28.67	31.74	30.72	35.84	46.08	56.32	35.84	46.08
Laundry employee Level 3	26.68	29.88	33.08	32.01	37.35	48.02	58.69	37.35	48.02
Laundry employee Level 4	27.39	30.67	33.96	32.87	38.34	49.30	60.25	38.34	49.30

Commented [FWC33]: (Minimum weekly rate ÷ 38) in cl 18.1.

Commented [FWC34]: Minimum hourly rate in cl. 18.1 + 25% casual loading in cl 11.4

Commented [FWC35]: Relevant percentage in cl 25.3 or cl 25.4 + 25% casual loading in cl 11.4.

Commented [FWC36]: Relevant percentage in cl 24.1, cl 24.2 or cl 24.3 + 25% casual loading in cl 11.4.

Commented [FWC37]: Relevant percentage in cl 25.5 + 25% casual loading in cl 11.4.

¹ **Non-successive morning, afternoon or night shift – laundry** means an employee in a laundry workplace who works on any morning, afternoon or night shift which does not continue for at least ~~five~~5 successive mornings, afternoons or nights in a ~~five~~5 day workshop, or for at least ~~six~~6 successive mornings, afternoons or nights in a ~~six~~6 day workshop (see clause 25.5~~24.5~~)

Schedule D—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked

See clause 20—Allowances for full details of allowances payable under this award.

D.1 Wage-related allowances:

D.1.1 The following wage-related allowances are based on the weekly [standard rate](#) as defined in Clause 2—Definitions as the minimum weekly rate for a Dry cleaning employee Level 5 in clause 18.1(a) = **\$862.50**. These rates are to be paid in accordance with clause 20—Allowances.

Allowance	Clause	% of standard rate	\$ per week
Disability allowance—handling foul laundry	20.2(a)	1.96	16.91
First aid allowance	20.2(b)	2.00	17.25

D.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

D.2 Expense-related allowances

D.2.1 The following expense-related allowances will be payable to employees in accordance with clause 20—Allowances.

Allowance	Clause	\$ per occasion
Meal allowance—more than one hour's overtime after usual ceasing time	20.3(a)(i)	10.50
Meal allowance—late cancellation of overtime	20.3(a)(ii)	10.50

D.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [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.
- (b) 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:

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

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

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Schedule E—Supported Wage System

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked

E.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 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

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

E.3 Eligibility criteria

E.3.1 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.

E.3.2 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.

E.4 Supported wage rates

E.4.1 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 Provided that the minimum amount payable must be not less than **\$87** per week.

E.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E.5.1 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 SWS 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.

E.5.2 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](#).

E.6 Lodgement of SWS wage assessment agreement

E.6.1 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 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.

E.7 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 SWS.

E.8 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.

E.9 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.

E.10 Trial period

E.10.1 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~~ 4 weeks) may be needed.

E.10.2 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 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.10.5 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.

Schedule F—School-based Apprentices

- F.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.
- F.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.
- F.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.
- F.4** For the purposes of clause F.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.
- F.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.
- F.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.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed ~~six~~6 years.
- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each ~~two~~2 years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of ~~four~~4 years (unless the apprenticeship is of ~~three~~3 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.
- F.10** 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.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule G—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

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____

Schedule H—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

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____

Schedule I—Part-day Public Holidays

- I.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- I.2** Where a part-day public holiday is declared or prescribed between 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:
- (a)** 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](#).
 - (b)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight 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.
 - (c)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d)** Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, 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.
 - (e)** Excluding annualised salaried employees to whom clause I.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f)** 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 between 7.00 pm and midnight.
 - (g)** An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause I.2(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.
- I.3** This schedule is not intended to detract from or supplement the [NES](#).