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EXPOSURE DRAFT**Dry Cleaning and Laundry Industry Award 2016****Table of Contents****Part 1— Application and Operation of this Award**

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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Dry Cleaning and Laundry Industry Award 2010</i>.</p>	<p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Dry Cleaning and Laundry Industry Award 2016</i>.</p>
<p>Part 2—Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional</p>	<p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 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.</p>

<p>arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 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.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (a) on its own initiative; or (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate. 	<p><i>References to transitional arrangements removed – obsolete</i></p>
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p>	<p>2. Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p>

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

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

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

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

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

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

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

dry cleaning and laundry industry means the industry of:

- (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 3.1(a) or (b) of this definition in dry cleaning, laundry or combined dry cleaning/laundry establishments

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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 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 (a) or (b) of this definition in dry cleaning, laundry or combined dry cleaning/laundry establishments

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)—Minimum wages

Definitions relating to transitional instruments removed - obsolete

<p>enterprise award-based instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>foul laundry means laundry that contains human excreta</p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the Act</p> <p>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</p> <p>standard rate means the minimum weekly rate for a Dry cleaning employee Level 5 in clause 14—Minimum wages</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p>4. Coverage</p> <p>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 B—Dry Cleaning Classifications and Schedule C—Laundry Classifications to the exclusion of any other modern award.</p>	<p>4. Coverage</p> <p>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 Classifications and Schedule B—Laundry Classifications to the exclusion of any other modern award.</p>
<p>4.2 The award does not cover employers covered by the following modern awards:</p> <p>(a) <i>Cleaning Services Award 2010</i>;</p> <p>(b) <i>Clerks—Private Sector Award 2010</i>;</p>	<p>4.3 The award does not cover employers covered by the following modern awards:</p> <p>(a) <i>Cleaning Services Award 2016</i>;</p> <p>(b) <i>Clerks—Private Sector Award 2016</i>;</p>

<p>(c) <i>General Retail Industry Award 2010</i>;</p> <p>(d) <i>Health Professionals and Support Services Award 2010</i>;</p> <p>(e) <i>Hospitality Industry (General) Award 2010</i>; or</p> <p>(f) <i>Local Government Industry Award 2010</i>.</p>	<p>(c) <i>General Retail Industry Award 2016</i>;</p> <p>(d) <i>Health Professionals and Support Services Award 2016</i>;</p> <p>(e) <i>Hospitality Industry (General) Award 2016</i>; or</p> <p>(f) <i>Local Government Industry Award 2016</i>.</p>
<p>4.3 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p>	<p>4.6 This industry award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act;</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</p> <p>(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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p>
<p>4.6 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p>	<p>4.4 This award covers any employer which supplies labour on an on-hire basis in the 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.</p>
<p>4.7 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p>	<p>4.5 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and 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.</p>
<p>4.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p>	<p>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.</p>

<p>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.</p>	<p>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.</p>
<p><i>Clause inserted</i></p>	<p>4.2 Dry cleaning and laundry industry means the industry of:</p> <p>(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</p> <p>(b) washing, sorting and/or packing of laundry in laundries and laundrettes including the repair of items and preparation of garments for rental; and</p> <p>(c) performing any operation incidental to the activities in clauses (a) or (b) of this definition in dry cleaning, laundry or combined dry cleaning/laundry establishments</p>
<p>5. Access to the award and the National Employment Standards</p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>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.</p>
<p><i>Clause inserted</i></p>	<p>5. Effect of variations made by the Fair Work Commission</p> <p>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.</p>
<p>7. Award flexibility</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>6. Award flexibility for individual arrangements</p> <p><i>Provision not reproduced - standard clause - no change</i></p>

<p><i>Clause inserted - proposed new provision</i></p>	<p>7. Facilitative provisions for flexible working practices</p> <p>7.1 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.</p> <p>7.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1115 379 2094 1007"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>14.9</td> <td>Ordinary hours of work—laundry workplaces – rostered day off</td> <td>An individual</td> </tr> <tr> <td>17.2(b)</td> <td>Rest breaks</td> <td>The majority of employees</td> </tr> <tr> <td>22.3</td> <td>Time off instead of payment for overtime</td> <td>An individual</td> </tr> <tr> <td>23.4</td> <td>Time off instead of payment for work on a Saturday, Sunday or public holiday</td> <td>An individual</td> </tr> <tr> <td>25.4</td> <td>Annual leave in advance</td> <td>An individual</td> </tr> <tr> <td>25.5</td> <td>Cashing out of annual leave</td> <td>An individual</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	14.9	Ordinary hours of work—laundry workplaces – rostered day off	An individual	17.2(b)	Rest breaks	The majority of employees	22.3	Time off instead of payment for overtime	An individual	23.4	Time off instead of payment for work on a Saturday, Sunday or public holiday	An individual	25.4	Annual leave in advance	An individual	25.5	Cashing out of annual leave	An individual
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<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>30. Consultation about major workplace change</p> <p><i>Provision not reproduced - standard clause - no change</i></p>																					
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>32. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>																					
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p>																					

<p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time employment; (b) part-time employment; or (c) casual employment. <p>10.2 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.</p>	<p>8.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time employment; (b) part-time employment; or (c) casual employment. <p>8.2 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.</p>
<p>10.3 Full-time employment</p> <ul style="list-style-type: none"> (a) A full-time employee is one who is engaged to work 38 ordinary hours per week. (b) Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award. 	<p>9. Full-time employment</p> <p>9.1 A full-time employee is engaged to work 38 ordinary hours per week.</p> <p>9.2 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.</p>
<p>10.4 Part-time employment</p> <ul style="list-style-type: none"> (a) A part-time employee is an employee who: <ul style="list-style-type: none"> (i) is engaged to work less than full-time hours of 38 ordinary hours per week; (ii) has reasonably predictable hours of work; and (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work. (b) 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. (c) Any agreed variation to the hours of work will be in writing. 	<p>10. Part-time employment</p> <p>10.1 A part-time employee:</p> <ul style="list-style-type: none"> (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. <p>10.2 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.</p> <p>10.3 Any agreed variation to the hours of work will be in writing.</p>

<p>(d) A part-time employee must be engaged for a minimum of three consecutive hours per start including if called in for a separate engagement for overtime.</p> <p>(e) All time worked in excess of the hours agreed under clause 10.4(b) or varied under clause 10.4(c) will be overtime and paid for at the rates prescribed in clause 22—Overtime and penalty rates.</p> <p>(f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.</p> <p>(g) A part-time employee under the provisions of this clause must be paid for each ordinary hour worked at the rate of 1/38th of the weekly rate prescribed for the appropriate classification.</p>	<p>10.4 A part-time employee must be engaged for a minimum of three consecutive hours per start including if called in for a separate engagement for overtime.</p> <p>10.5 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 22—Overtime.</p> <p>10.6 A part-time employee under the provisions of this clause must be paid for each ordinary hour worked at the minimum hourly rate prescribed for the appropriate classification.</p>
<p>10.5 Casual employment</p> <p>(a) Subject to clause 10.4 a casual employee is an employee who is engaged and paid as such. Where a casual employee works in excess of 38 ordinary hours per week overtime will be paid.</p> <p>(b) The employment of a casual employee is terminable with one hour's notice by either the employer or the employee.</p> <p>(c) A casual employee must be paid an hourly rate of 1/38th of the weekly rate prescribed for the appropriate classification plus a loading of 25% for all hours worked.</p> <p>(d) 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.</p> <p>(e) A casual employee must be paid for a minimum of three hours per day for each start on any day.</p>	<p>11. Casual employment</p> <p>11.1 Subject to clause 10 a casual employee is an employee who is engaged and paid as a casual employee.</p> <p>11.2 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.</p> <p>11.3 The employment of a casual employee may be terminated with one hour's notice by either the employer or the employee.</p> <p>11.4 A casual employee must be paid at the minimum hourly rate prescribed for the appropriate classification plus a loading of 25% for all ordinary hours worked.</p> <p>11.5 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.</p> <p>11.6 A casual employee must be paid for a minimum of three hours for each start on any day.</p> <p>11.7 Where a casual employee works in excess of 38 ordinary hours per week, overtime will be paid.</p>

<p>11. Termination of employment</p> <p><i>Provision not reproduced – no change</i></p>	<p>Part 8—Termination of Employment and Redundancy</p> <p>33. Termination of employment</p> <p><i>Provision not reproduced – no change</i></p>
<p>11.3 Job search entitlement</p> <p><i>Clause 11.3 now clause 37.1 - combined with clause 37 (Job search entitlement)</i></p>	<p>37.1 Job search entitlement for notice of termination of employment</p> <p><i>Clause 11.3 now clause 37.1 - combined with clause 37 (Job search entitlement)</i></p>
<p>12. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>12.2 Transfer to lower paid duties</p> <p>12.3 Employee leaving during notice period</p>	<p>34. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>35. Transfer to lower paid job on redundancy</p> <p>36. Employee leaving during redundancy notice period</p>
<p>12.4 Job search entitlement</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p>	<p>37.2 Job search entitlement—redundancy</p> <p>(a) Time off for seeking other employment</p> <p>(b) Proof of attendance</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p>
<p>12.5 Transitional provisions – NAPSA employees</p> <p>12.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>
<p>Part 4—Minimum Wages and Related Matters</p> <p>13. Classifications</p> <p>13.1 All employees covered by this award must be classified according to the structures set out in Schedule B—Dry Cleaning Classifications and Schedule C—Laundry Classifications. Employers must advise their employees in writing of their classification and any changes to their classification.</p>	<p>12. Classifications</p> <p>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.</p>

13.2 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.

12.2 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.

14. Minimum wages

Part 4—Wages and Allowances

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

18. Minimum wages

18.1 An employer must pay full-time adult employees weekly wages for ordinary hours worked by the employee (exclusive of penalties and allowances):

(a) Dry cleaning

Classification	Minimum weekly rate
	\$
Dry cleaning employee Level 1	672.70
Dry cleaning employee Level 2	692.10
Dry cleaning employee Level 3	702.00
Dry cleaning employee Level 4	743.30
Dry cleaning employee Level 5	783.30

(a) Dry cleaning

Employee classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Dry cleaning employee Level 1	672.70	17.70
Dry cleaning employee Level 2	692.10	18.21
Dry cleaning employee Level 3	702.00	18.47
Dry cleaning employee Level 4	743.30	19.56
Dry cleaning employee Level 5	783.30	20.61

(b) Laundry

Classification	Minimum weekly rate
	\$
Laundry employee Level 1	682.10
Laundry employee Level 2	706.60
Laundry employee Level 3	736.30
Laundry employee Level 4	756.00

(b) Laundry

Employee classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Laundry employee Level 1	682.10	17.95
Laundry employee Level 2	706.60	18.59
Laundry employee Level 3	736.30	19.38
Laundry employee Level 4	756.00	19.89

14.2 Wages of junior employees—dry cleaning

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

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

14.3 Wages of junior employees—laundry

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

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

14.4 Wages of apprentices

(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 D—School-based Apprentices.

18.2 Wages of junior employees—dry cleaning

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

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

18.3 Wages of junior employees—laundry

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

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

18.4 Wages of apprentices

(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.

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

(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 D—School-based Apprentices.

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

(c) The above percentages will be calculated in multiples of \$0.05, amounts of \$0.02 and less being taken to the lower multiple and amounts in excess of \$0.02 being taken to the higher multiple.

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

(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 months	75	75
3rd year—Second six 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.

<p>(d) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the rate for Dry cleaning employee Level 5, or the rate prescribed by clause 14.4(b) for the relevant year of the apprenticeship, whichever is the greater.</p> <p>(e) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1 or the rate prescribed by clause 14.4(b) for the relevant year of the apprenticeship, whichever is the greater.</p> <p>(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 months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 14.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.</p> <p>(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.</p>	<p>(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.</p> <p>(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.</p> <p>(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 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.</p> <p>(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.</p>
<p>14.5 Apprentice conditions of employment</p> <p>(a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.</p> <p>(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</p>	<p>18.5 Apprentice conditions of employment</p> <p>(a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.</p> <p>(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</p>

<p>course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(c) For the purposes of clause 14.5(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p> <p>(d) The amount payable by an employer under clause 14.5(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p> <p>(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 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p> <p>(f) An employer may meet its obligations under clause 14.5(e) by paying any fees and/or cost of textbooks directly to the RTO.</p> <p>(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.</p> <p>(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 worked for the employer for the purposes of</p>	<p>course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(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.</p> <p>(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.</p> <p>(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 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p> <p>(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.</p> <p>(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.</p> <p>(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 worked for the employer for the purposes of</p>
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<p>calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule D—School-based Apprentices.</p> <p>(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.</p>	<p>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.</p> <p>(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.</p>
<p>14.6 Supported wage system</p> <p>See Schedule E</p>	<p>18.8 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.</p>
<p>14.7 National training wage</p> <p>See Schedule F</p>	<p>18.10 National training wage</p> <p>For employees undertaking a traineeship, see Schedule G—National Training Wage.</p>
<p>15. Allowances</p> <p><i>Clause inserted - proposed new provision</i></p>	<p>19. Allowances</p> <p>19.1 The employer must pay to an employee the allowances the employee is entitled to under this clause. See Schedule D for a summary of monetary allowances and method of adjustment.</p>
<p>15.1 First aid allowance</p> <p>An employee who has been trained to render first aid, who holds a current first aid qualification and who is appointed by the employer to perform first aid duty will be paid an additional 2% of the standard rate per week.</p>	<p>19.2 Wage-related allowances</p> <p>(b) First aid allowance</p> <p>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 \$15.67 per week.</p>
<p>15.2 Meal allowance</p> <p>(a) An employee required to work overtime for more than one hour after the usual ceasing time on any day will be reimbursed for the purchase of a meal or paid a meal allowance of \$9.86. The provisions of this clause will not apply where the employer provides the employee with a meal of equivalent value.</p>	<p>19.3 Expense-related allowances</p> <p>(a) Meal allowance</p> <p>(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 \$9.86. This clause does not apply where the employer provides the employee with a meal of equivalent value.</p>

<p>(b) Clause 15.2(a) will not apply where the employee has been notified on the day prior to when they will be required to work overtime. Where an employee has been notified of the overtime and such overtime work is cancelled after the employee has provided a meal, the employee will be allowed the sum of \$9.86.</p>	<p>(ii) Clause 19.3(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 \$9.86.</p>
<p>15.3 Protective clothing allowance</p> <p>Where the employer requires an employee to wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied to the employee at the employer's expense. In that case the clothing will remain the property of the employer and will be returned by the employee to the employer upon termination in good condition, fair wear and tear excepted.</p>	<p>(b) Protective clothing allowance</p> <p>(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.</p> <p>(ii) This clause 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.</p>
<p>15.4 Tools of trade allowance</p> <p>An employee will be reimbursed the demonstrated cost of purchase for all tools of trade required in the performance of the employee's duties. The provisions of this clause will not apply where the employer provides such tools of trade.</p>	<p>(c) Tool allowance</p> <p>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.</p>
<p>15.5 Uniform allowances</p> <p>(a) 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.</p> <p>(b) 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.</p>	<p>(d) Uniform allowances</p> <p>(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.</p> <p>(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.</p>

<p>15.6 Disability allowance</p> <p>An employee who is required to handle foul laundry will be paid an additional 1.96% of the standard rate per week.</p>	<p>19.2 Wage-related allowances</p> <p>(a) Disability allowance</p> <p>An employee who is required to handle foul laundry (as defined) will be paid an additional \$15.35 per week.</p>				
<p>15.7 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p> <table border="0" data-bbox="280 769 1019 874"> <thead> <tr> <th style="text-align: left;">Allowance</th> <th style="text-align: left;">Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	<p><i>Moved to Schedule D — Summary of Monetary Allowances</i></p>
Allowance	Applicable Consumer Price Index figure				
Meal allowance	Take away and fast foods sub-group				
<p>16. District allowances</p> <p><i>Provision not reproduced - clause removed- see AM2014/190</i></p>	<p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>				
<p>17. Accident pay</p> <p><i>Provision not reproduced - clause removed- see AM2014/190</i></p>	<p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>				
<p>18. Higher duties</p> <p>An employee engaged for more than four hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift. An employee undertaking such duties for four hours or less during one day or shift must be paid the higher minimum wage for the time so worked.</p>	<p>18.6 Higher duties</p> <p>(a) An employee engaged for more than four 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.</p> <p>(b) An employee undertaking higher duties for four hours or less during one day or shift must be paid the higher minimum hourly rate for the time worked at the higher level.</p>				

<p>19. Payment of wages</p> <p>19.1 Wages are to be paid weekly or fortnightly.</p> <p>19.2 Method of payment</p> <p>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.</p>	<p>18.7 Payment of wages</p> <p>(a) Wages are to be paid weekly or fortnightly.</p> <p>(b) 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.</p>
<p>19.3 Termination</p> <p>When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other money owing to an employee will be made to the employee by no later than the last day of the formal notice period.</p>	<p>(c) When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other money owing to an employee will be made to the employee by no later than the last day of the formal notice period.</p>
<p>20. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>21. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>Part 5—Hours of Work and Related Matters</p> <p>21. Ordinary hours of work and rostering</p> <p>21.1 Ordinary hours of work—dry cleaning workplaces</p> <p>(a) The ordinary hours of work will average 38 hours per week.</p> <p>(b) Ordinary hours may be worked between:</p> <p>(i) 7.00 am–7.00 pm Monday to Friday;</p> <p>(ii) 7.00 am–9.00 pm on a prescribed late shopping night(s) in the particular locality; and</p> <p>(iii) 7.00 am–5.00 pm on Saturday.</p> <p>(c) Where the regular prescribed late night shopping night falls on a public holiday and another night is prescribed the span of hours in clause 21.1(b)(ii) will apply.</p>	<p>Part 3—Hours of Work</p> <p>13. Ordinary hours of work—dry cleaning workplaces</p> <p>13.1 The ordinary hours of work for a full-time employee will average 38 hours per week.</p> <p>13.2 Ordinary hours may be worked between:</p> <p>(a) 7.00 am–7.00 pm Monday to Friday;</p> <p>(b) 7.00 am–9.00 pm on a prescribed late shopping night(s) in the particular locality; and</p> <p>(c) 7.00 am–5.00 pm on Saturday.</p> <p>13.3 Where the regular prescribed late night shopping night falls on a public holiday and another night is prescribed the span of hours in clause 13.2(b) will apply.</p>

<p>(d) An employer who requires employees in package plants to work their 38 ordinary hours within four days, Monday to Friday, will inform each affected employee at least seven days prior to the commencement of that working week of the days upon which they are rostered to work and the days on which they are rostered off.</p>	<p>13.4 An employer who requires employees in package plants to work their 38 ordinary hours within four days, Monday to Friday, will inform each affected employee at least seven days 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.</p>
<p>21.2 Ordinary hours of work—laundry workplaces</p> <p>(a) The ordinary hours of work will average 38 hours per week. Ordinary hours may be worked Monday to Friday between the spread of hours of 6.00 am to 6.00 pm and may be worked in one of the following arrangements:</p> <p>(i) 7.6 hours per day;</p> <p>(ii) four days of eight hours work and one day of six hours work; or</p> <p>(iii) a roster system averaging 38 hours worked per week over a four week cycle.</p> <p>(b) By agreement the ordinary working hours may be worked as a 19 day four week cycle of eight hours on each day Monday to Friday with 0.4 of an hour per day worked accruing as an entitlement to take a rostered day off in each cycle to be paid for as though worked.</p> <p>(c) Where such a roster system of averaging the hours applies, the weekly wage rate for ordinary hours of work applicable to the employee will be the average weekly wage rate for the employee's classification as set out in clause 14—Minimum wages of this award, even though more or less than 38 hours are worked each week.</p> <p>(d) Where a rostered day off falls on a public holiday, unless an alternative rostered day off is agreed, the next working day will be taken as a rostered day off.</p> <p>(e) Each day of paid leave and any paid public holiday occurring during the roster cycle will be regarded as a day worked for accrual purposes.</p>	<p>14. Ordinary hours of work—laundry workplaces</p> <p>14.1 The ordinary hours of work will average 38 hours per week.</p> <p>14.2 Ordinary hours may be worked Monday to Friday between the spread of hours of 6.00 am to 6.00 pm and may be worked in one of the following arrangements:</p> <p>(a) 7.6 hours per day;</p> <p>(b) four days of eight hours work and one day of six hours work; or</p> <p>(c) a roster system averaging 38 hours worked per week over a four week cycle.</p> <p>14.3 By agreement the ordinary working hours may be worked as a 19 day four week cycle of eight hours on each day Monday to Friday with 0.4 of an hour per day worked accruing as an entitlement to take a rostered day off in each cycle to be paid for as though worked.</p> <p>14.4 Where such a roster system of averaging the hours applies, the weekly wage rate for ordinary hours of work applicable to the employee will be the weekly wage rate for the employee's classification as set out in clause 18—Minimum wages of this award, even though more or less than 38 hours are worked each week.</p> <p>14.5 Where a rostered day off falls on a public holiday, unless an alternative rostered day off is agreed, the next working day will be taken as a rostered day off.</p> <p>14.6 Each day of paid leave and any paid public holiday occurring during the roster cycle will be regarded as a day worked for accrual purposes.</p> <p>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.</p>

<p>(f) An employee who has not accrued an entitlement to be paid in full for a rostered day off will be paid their accrued entitlement when taking a rostered day off. Any accrued entitlement to a rostered day off will be paid to an employee on termination.</p> <p>(g) 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.</p>	<p>14.8 Any accrued entitlement to a rostered day off will be paid to an employee if unused on termination.</p> <p>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.</p>
<p>21.3 Ordinary hours of work—shiftworkers in laundry workplaces</p> <p>(a) The ordinary hours of work will be an average of 38 hours per week to be worked in not more than five shifts of not more than 10 hours, Monday to Sunday inclusive, on one of the following bases:</p> <p>(i) 38 hours within a period not exceeding seven consecutive days;</p> <p>(ii) 76 hours within a period not exceeding 14 consecutive days;</p> <p>(iii) 114 hours within a period not exceeding 21 consecutive days; or</p> <p>(iv) 152 hours within a period not exceeding 28 consecutive days.</p> <p>(b) Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours.</p>	<p>15. Ordinary hours of work—shiftworkers in laundry workplaces</p> <p>15.1 The ordinary hours of work will be an average of 38 hours per week to be worked in not more than five shifts of not more than 10 hours, Monday to Sunday inclusive, on one of the following bases:</p> <p>(a) 38 hours within a period not exceeding seven consecutive days;</p> <p>(b) 76 hours within a period not exceeding 14 consecutive days;</p> <p>(c) 114 hours within a period not exceeding 21 consecutive days; or</p> <p>(d) 152 hours within a period not exceeding 28 consecutive days.</p> <p>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.</p>
<p>21.4 Rostering</p> <p>The starting and finishing times of each employee (excluding casual employees) will be fixed by the employer. Those times will not be changed, except in a case of emergency or by agreement with the individual employee, unless seven days' notice has been given. This includes changes to shift rosters.</p>	<p>16. Rostering arrangements</p> <p>16.1 The starting and finishing times of each employee (excluding casual employees) will be fixed by the employer.</p> <p>16.2 Subject to clause 31—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 days' notice has been given.</p> <p>16.3 Clause 16 also applies to changes to shift rosters.</p>

<p>22. Overtime and penalty rates</p> <p>22.1 Overtime</p> <p>All work performed by an employee outside of and/or in excess of their ordinary hours will be paid for at the rate of time and a half for the first three hours and double time thereafter. In computing overtime each day's work will stand alone.</p>	<p>Part 5—Overtime and Penalties Rates</p> <p>22. Overtime</p> <p>22.1 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 hours and 200% of the minimum hourly rate thereafter.</p> <p>22.2 In calculating overtime each day's work will stand alone.</p>
<p>22.2 Time off instead of payment for overtime</p> <p>An employer and an employee may agree that the employee will take time off instead of payment for all or some overtime worked. The agreement will:</p> <ul style="list-style-type: none"> (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' i.e. 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 instead of payment for overtime to be taken within a period of two months of the date on which the overtime is worked. 	<p>22.3 Time off instead of payment for overtime</p> <p>An employer and an employee may agree that the employee will take time off instead of payment for all or some overtime worked. The agreement will:</p> <ul style="list-style-type: none"> (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' i.e. 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 instead of payment for overtime to be taken within a period of two months of the date on which the overtime is worked.
<p>22.3 Rest period after overtime</p> <ul style="list-style-type: none"> (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. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. 	<p>22.4 Rest period after overtime</p> <ul style="list-style-type: none"> (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 between finishing work on one day and starting work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

<p>(b) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty, the employee will be paid at double time until they are released from duty for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.</p>	<p>(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.</p>
<p>22.4 Recall to work overtime</p> <p>An employee recalled from home to work after having left the premises of the employer will be paid for all time worked, with a minimum payment of four hours.</p>	<p>22.5 Recall to work overtime</p> <p>An employee recalled from home to work after having left the premises of the employer will be paid for all time worked, with a minimum payment of four hours.</p>
<p>22.5 Weekend and public holiday work</p> <p>(a) Saturday work</p> <p>(i) All ordinary time worked before midday on a Saturday will be paid at the rate of time and a quarter. All ordinary time worked after midday on a Saturday will be paid at the rate of time and a half.</p> <p>(ii) For shiftworkers the rate in clause 22.5(a)(i) is in substitution for and not cumulative upon the shift premiums prescribed in clause 23—Shiftwork.</p>	<p>23. Weekend and public holiday work</p> <p>23.1 Saturday work</p> <p>(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.</p> <p>(b) For shiftworkers the rate in clause 23.1(a) is in substitution for and not cumulative upon the shift premiums in clause 24—Shiftwork.</p>
<p>(b) Sunday work</p> <p>(i) All time worked by an employee on a Sunday will be paid at the rate of double time.</p> <p>(ii) For shiftworkers the rate in clause 22.5(b)(i) is in substitution for and not cumulative upon the shift premiums prescribed in clause 23—Shiftwork.</p>	<p>23.2 Sunday work</p> <p>(a) All time worked by an employee on a Sunday will be paid at 200% of the minimum hourly rate.</p> <p>(b) For shiftworkers the rate in clause 23.2(a) is in substitution for and not cumulative upon the shift premiums in clause 24—Shiftwork.</p>
<p>(c) Public holiday work</p> <p>(i) All time worked by an employee on a public holiday will be paid at the rate of double time and a half.</p> <p>(ii) An employee who works on a public holiday will be paid for a minimum of four hours' work.</p>	<p>23.3 Public holiday work</p> <p>(a) All time worked by an employee on a public holiday will be paid at 250% of the minimum hourly rate.</p> <p>(b) An employee who works on a public holiday will be paid for a minimum of four hours' work.</p>

<p>(iii) For shiftworkers the rate in clause 22.5(c)(i) is in substitution for and not cumulative upon the shift premiums prescribed in clause 23—Shiftwork.</p>	<p>(c) For shiftworkers the rate in clause 23.3(a) is in substitution for and not cumulative upon the shift premiums in clause 24—Shiftwork.</p>
<p>(d) Time off instead of payment for work on a Saturday, Sunday or public holiday</p> <p>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:</p> <p>(i) provide for the time off to be taken in the normal working hours of the employee;</p> <p>(ii) 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;</p> <p>(iii) be in writing; and</p> <p>(iv) provide for the time off to be taken within a period of two months of the date on which the time is worked.</p>	<p>23.4 Time off instead of payment for work on a Saturday, Sunday or public holiday</p> <p>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:</p> <p>(a) provide for the time off to be taken in the normal working hours of the employee;</p> <p>(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;</p> <p>(c) be in writing; and</p> <p>(d) provide for the time off to be taken within a period of two months of the date on which the time is worked.</p>
<p>23. Shiftwork</p> <p>23.1 Notwithstanding clause 25.3(a), a shiftworker means an employee who works an afternoon shift and/or night shift whether alternating with day work or not. Such an employee is a shiftworker for the purposes of the NES.</p> <p>23.2 Morning shift in a dry cleaning workplace means a shift commencing before 7.00 am and finishing after midday and in a laundry workplace means a shift commencing before 6.00 am.</p> <p>23.3 Afternoon shift means a shift finishing after 6.00 pm and at or before midnight.</p> <p>23.4 Night shift means a shift finishing after midnight and at or before 8.00 am.</p>	<p>24. Shiftwork</p> <p>24.1 Definitions</p> <p>(a) Morning shift—dry cleaning means a shift commencing before 7.00 am and finishing after midday</p> <p>(b) Morning shift—laundry means a shift commencing before 6.00 am.</p> <p>(c) Afternoon shift means a shift finishing after 6.00 pm and at or before midnight.</p> <p>(d) Night shift means a shift finishing after midnight and at or before 8.00 am.</p> <p>24.2 Notwithstanding clause 25.3, 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.</p>

<p>23.5 An employee who works shiftwork must be paid for each hour worked during a morning, afternoon or night shift 15% more than the ordinary rate prescribed for the appropriate classification.</p> <p>23.6 An employee who works on a night shift which does not alternate with another shift or day work must be paid for each hour worked 30% more than the ordinary rate prescribed for the appropriate classification.</p> <p>23.7 An employee in a laundry workplace who works on any morning, afternoon or night shift which does not continue for at least five successive mornings, afternoons or nights in a five day workshop, or for at least six successive mornings, afternoons or nights in a six day workshop must be paid for the first three hours of each such shift at time and a half. The remaining hours on each such shift must be paid at double time.</p>	<p>24.3 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.</p> <p>24.4 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.</p> <p>24.5 An employee in a laundry workplace who works on any morning, afternoon or night shift which does not continue for at least five successive mornings, afternoons or nights in a five day workshop, or for at least six successive mornings, afternoons or nights in a six day workshop must be paid for the first three hours of each such shift at 150% of the minimum hourly rate. The remaining hours on each such shift must be paid at 200% of the minimum hourly rate.</p>
<p>23.8 An employee in a dry cleaning workplace who works on any morning, afternoon or night shift which does not continue for a period of three successive mornings, afternoons or nights will be paid time and one half for the first three hours and then double time for the remaining period worked on each occasion.</p> <p>23.9 Employees under the age of 18 will not be permitted to work shiftwork.</p> <p>23.10 The variation to clause 23.2 made by Fair Work Australia on 28 September 2012 but with effect from 1 January 2010, does not take effect so as to require any employee engaged on a morning shift to repay any component of the wages pertaining to the morning shift loading, paid in respect of the period 1 January 2010 to 28 September 2012 nor will it operate to vary any agreed shift rosters in place on 28 September 2012 in an enterprise covered by this award except where such variation is introduced in accordance with the provisions of clause 21.4—Rostering.</p>	<p>24.6 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 successive mornings, afternoons or nights will be paid 150% of the minimum hourly rate for the first three hours and then 200% of the minimum hourly rate for the remaining period worked on each occasion.</p> <p>24.7 Employees under the age of 18 are not permitted to work shiftwork.</p> <p>24.8 The variation to clause 24.1(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 loading, paid in respect of the period 1 January 2010 to 28 September 2012 nor will it operate to vary any agreed shift rosters in place on 28 September 2012 in an enterprise covered by this award except where such variation is introduced in accordance with the provisions of clause 16—Rostering arrangements.</p>
<p>24. Breaks</p> <p>24.1 Meal breaks</p> <p>(a) An employee will be entitled to an unpaid meal break of not less than 30 minutes per day or shift. The break must be taken not later than five hours after commencing duty.</p>	<p>17. Breaks</p> <p>17.1 Meal breaks</p> <p>(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 hours after starting work.</p>

<p>(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 the rate of time and a half until released for the meal.</p> <p>(c) An employee who is required to work more than one and a half hours overtime will be entitled to a meal break of not less than 20 minutes. This break will be paid at ordinary rates of pay and will be taken at a time agreed to between the employee and employer.</p>	<p>(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.</p> <p>(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.</p>
<p>24.2 Rest periods</p> <p>(a) An employee will be entitled to a rest period of 10 minutes in the morning and another in the afternoon on each day worked. The rest periods will count as time worked and will be taken at times agreed between the employer and the majority of employees.</p> <p>(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.</p>	<p>17.2 Rest breaks</p> <p>(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.</p> <p>(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.</p>
<p>24.3 Crib breaks</p> <p>Shiftworkers will be entitled to a crib break of at least 20 minutes. This break is to be taken not later than five hours after the commencement of each shift. The break is to count as time worked.</p>	<p>17.3 Crib breaks</p> <p>Shiftworkers will be entitled to a paid crib break of at least 20 minutes. This break is to be taken not later than five hours after the start of each shift. The break is to count as time worked.</p>
<p>Part 6—Leave and Public Holidays</p> <p>25. Annual leave</p> <p>25.1 Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.</p>	<p>Part 6—Leave and Public Holidays</p> <p>25. Annual leave</p> <p>25.1 Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.</p>
<p>25.2 Annual leave loading</p> <p>(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.</p> <p>(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:</p>	<p>25.2 Annual leave loading</p> <p>(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.</p> <p>(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:</p>

<p>(i) an annual leave loading of 17.5% of their ordinary rate of pay; or</p> <p>(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.</p>	<p>(i) an annual leave loading of 17.5% of their ordinary rate of pay; or</p> <p>(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.</p>
<p>25.3 Shiftworkers—laundry workplaces</p> <p>(a) 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.</p>	<p>25.3 Shiftworkers—laundry workplaces</p> <p>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.</p>
<p>25.4 Annual leave in advance</p> <p><i>Clause not reproduced – standard clause – no change</i></p>	<p>25.4 Annual leave in advance</p> <p><i>Clause not reproduced – standard clause – no change</i></p>
<p>25.5 Cashing out of annual leave</p> <p><i>Clause not reproduced – standard clause – no change</i></p>	<p>25.5 Cashing out of annual leave</p> <p><i>Clause not reproduced – standard clause – no change</i></p>
<p>25.6 Excessive leave accruals: general provision</p> <p><i>Clause not reproduced – standard clause – no change</i></p>	<p>25.6 Excessive leave accruals: general provision</p> <p><i>Clause not reproduced – standard clause – no change</i></p>
<p>25.7 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Clause not reproduced – standard clause – no change</i></p>	<p>25.7 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Clause not reproduced – standard clause – no change</i></p>
<p>25.8 Excessive leave accruals: request by employee for leave</p> <p><i>Clause not reproduced – standard clause – no change</i></p>	<p>25.8 Excessive leave accruals: request by employee for leave</p> <p><i>Clause not reproduced – standard clause – no change</i></p>
<p>26. Personal/carer’s leave and compassionate leave</p> <p>Personal/carer’s leave and compassionate leave are provided for in the NES.</p>	<p>26. Personal/carer’s leave and compassionate leave</p> <p>Personal/carer’s leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted</i></p>	<p>27. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>

<p>27. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>29. Community service leave</p> <p>Community service leave is provided for in the NES.</p>
<p>28. Public holidays</p> <p>Public holidays are provided for in the NES.</p>	<p>28. Public holidays</p> <p>28.1 Public holiday entitlements are provided for in the NES.</p> <p>28.2 Part-day Public Holidays</p> <p>For Provisions relating to part-day public holidays see Schedule J—2016 Part-day Public Holidays.</p> <p>28.3 Where an employee works on a public holiday they will be paid in accordance with clause 23.3.</p>
<p>Schedule A—Transitional Provisions</p> <p><i>Transitional provision - clause removed – obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule B—Dry Cleaning Classifications</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule A—Dry Cleaning Classifications</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule C—Laundry Classifications</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule B—Laundry Classifications</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule D—School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule F— School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Schedule inserted</i></p>	<p>Schedule C—Summary of Hourly Rates of Pay</p> <p><i>Provision not reproduced</i></p>
<p><i>Schedule inserted</i></p>	<p>Schedule D—Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p>

<p>Schedule E—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule E—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule F—National Training Wage</p> <p>Appendix F1: Allocation of Traineeships to Wage Levels</p> <p><i>Provision not reproduced no change</i></p>	<p>Schedule G—National Training Wage</p> <p><i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p>Link to comparison document</p>
<p>Schedule G—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule J—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule H—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule H—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Provision not reproduced - no change</i></p>	<p>Schedule I—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - no change</i></p>