

Dry Cleaning and Laundry Industry Award 2010

The above award was first made on 4 December 2009 [[PR991062](#)]

This consolidated version of the award includes variations made on 4 June 2010 [[PR997772](#)]; 18 June 2010 [[PR998117](#)]; 18 June 2010 [[PR997973](#)]

NOTE: **Transitional provisions** may apply to certain clauses – see [clause 2](#) and [Schedule A](#)

This [link](#) is to the version of this modern award in operation prior to 1 July 2010. It does not include:

- (a) variations to minimum wages resulting from the Annual Wage Review 2009-10; or
- (b) variations in expense related allowances operative from 1 July 2010.

Table of Contents

Part 1—Application and Operation.....	3
1. Title	3
2. Commencement and transitional	3
3. Definitions and interpretation.....	4
4. Coverage.....	5
5. Access to the award and the National Employment Standards	6
6. The National Employment Standards and this award	6
7. Award flexibility	6
Part 2—Consultation and Dispute Resolution.....	7
8. Consultation regarding major workplace change.....	7
9. Dispute resolution.....	8
Part 3—Types of Employment and Termination of Employment.....	8
10. Types of employment.....	8
11. Termination of employment.....	10
12. Redundancy	10
Part 4—Minimum Wages and Related Matters	11
13. Classifications	11
14. Minimum wages	12
15. Allowances	13
16. District allowances	15
17. Accident pay.....	15

Dry Cleaning and Laundry Industry Award 2010

18.	Higher duties.....	16
19.	Payment of wages	16
20.	Superannuation	16
Part 5—Hours of Work and Related Matters.....		18
21.	Ordinary hours of work and rostering.....	18
22.	Overtime and penalty rates	19
23.	Shiftwork	21
24.	Breaks	22
Part 6—Leave and Public Holidays		22
25.	Annual leave	22
26.	Personal/carer’s leave and compassionate leave	23
27.	Community service leave.....	23
28.	Public holidays.....	23
Schedule A—Transitional Provisions		24
Schedule B—Dry Cleaning Classifications.....		29
Schedule C—Laundry Classifications.....		30
Schedule D—School-based Apprentices		33
Schedule E—Supported Wage System.....		34
Schedule F—National Training Wage		37
Appendix F1: Allocation of Traineeships to Wage Levels		44

Part 1—Application and Operation

1. Title

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

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

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.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

- (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.

3. Definitions and interpretation

[Varied by [PR997772](#)]

3.1 In this award, unless the contrary intention appears:

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

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)

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

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

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

foul laundry means laundry that contains human excreta

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 14—Minimum wages

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

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

4. Coverage

- 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.
- 4.2 The award does not cover employers covered by the following modern awards:
- (a) *Cleaning Services Award 2010*;
 - (b) *Clerks—Private Sector Award 2010*;
 - (c) *General Retail Industry Award 2010*;
 - (d) *Health Professionals and Support Services Award 2010*;
 - (e) *Hospitality Industry (General) Award 2010*; or
 - (f) *Local Government Industry Award 2010*.
- 4.3 The award does not cover an employee excluded from award coverage by the Act.
- 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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 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.
- 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.
- 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.

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.

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

- (e) state the date the agreement commences to operate.
- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
 - (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give

Dry Cleaning and Laundry Industry Award 2010

prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 9.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

- 10.1** 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.

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.

10.3 Full-time employment

- (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.

10.4 Part-time employment

- (a) A part-time employee is an employee who:
 - (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.
- (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.
- (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.
- (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.
- (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.

10.5 Casual employment

- (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.

- (b) The employment of a casual employee is terminable with one hour's notice by either the employer or the employee.
- (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.
- (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.
- (e) A casual employee must be paid for a minimum of three hours per day for each start on any day.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had

they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

- 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.
- 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.

14. Minimum wages

[Varied by [PR997973](#)]

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

(a) Dry cleaning

[14.1(a) varied by [PR997973](#) ppc 01Jul10]

Classification	Minimum weekly rate
	\$
Dry cleaning employee Level 1	569.90
Dry cleaning employee Level 2	586.50
Dry cleaning employee Level 3	594.80
Dry cleaning employee Level 4	629.90
Dry cleaning employee Level 5	663.60

(b) Laundry

[14.1(b) varied by [PR997973](#) ppc 01Jul10]

Classification	Minimum weekly rate
	\$
Laundry employee Level 1	578.00
Laundry employee Level 2	598.60
Laundry employee Level 3	623.90
Laundry employee Level 4	640.60

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
------------	--------------------------------

Dry Cleaning and Laundry Industry Award 2010

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. School-based apprentices will be engaged in accordance with Schedule D—School-based Apprentices.

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

- (b) 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.
- (c) 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.

14.5 Supported wage system

See Schedule E

14.6 National training wage

See Schedule F

15. Allowances

[Varied by [PR998117](#)]

15.1 First aid allowance

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

15.2 Meal allowance

[15.2 varied by [PR998117](#) ppc 01Jul10]

- (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

Dry Cleaning and Laundry Industry Award 2010

meal allowance of \$8.49. The provisions of this clause will not apply where the employer provides the employee with a meal of equivalent value.

- (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 \$8.49.

15.3 Protective clothing allowance

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

15.4 Tools of trade allowance

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

15.5 Uniform allowances

- (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.
- (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.

15.6 Disability allowance

An employee who is required to handle foul laundry will be paid an additional 1.96% of the standard rate per week.

15.7 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:

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

16. District allowances

16.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

16.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

16.3 This clause ceases to operate on 31 December 2014.

17. Accident pay

17.1 Subject to clause 17.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

17.2 The employee's entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

17.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

17.4 This clause ceases to operate on 31 December 2014.

18. Higher duties

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

19. Payment of wages

19.1 Wages are to be paid weekly or fortnightly.

19.2 Method of payment

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

19.3 Termination

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

20. Superannuation

20.1 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.

20.2 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.

20.3 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

Dry Cleaning and Laundry Industry Award 2010

into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.

- (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 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

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

- (a) Asset Super;
- (b) AustralianSuper;
- (c) Sunsuper;
- (d) Tasplan;
- (e) Westscheme; or
- (f) 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.

20.5 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 20.2 and pay the amount authorised under clauses 20.3(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—Hours of Work and Related Matters

21. Ordinary hours of work and rostering

21.1 Ordinary hours of work—dry cleaning workplaces

- (a) The ordinary hours of work will average 38 hours per week.
- (b) Ordinary hours may be worked between:
 - (i) 7.00 am–7.00 pm Monday to Friday;
 - (ii) 7.00 am–9.00 pm on a prescribed late shopping night(s) in the particular locality; and
 - (iii) 7.00 am–5.00 pm on Saturday.
- (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.
- (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.

21.2 Ordinary hours of work—laundry workplaces

- (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:
 - (i) 7.6 hours per day;
 - (ii) four days of eight hours work and one day of six hours work; or
 - (iii) a roster system averaging 38 hours worked per week over a four week cycle.
- (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.
- (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.
- (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.

Dry Cleaning and Laundry Industry Award 2010

- (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.
- (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.
- (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.

21.3 Ordinary hours of work—shiftworkers in laundry workplaces

- (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:
 - (i) 38 hours within a period not exceeding seven consecutive days;
 - (ii) 76 hours within a period not exceeding 14 consecutive days;
 - (iii) 114 hours within a period not exceeding 21 consecutive days; or
 - (iv) 152 hours within a period not exceeding 28 consecutive days.
- (b) Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours.

21.4 Rostering

The starting and finishing times of each employee 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.

22. Overtime and penalty rates

22.1 Overtime

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

22.2 Time off instead of payment for overtime

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:

- (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.

22.3 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. 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.
- (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.

22.4 Recall to work overtime

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

22.5 Weekend and public holiday work

(a) Saturday work

- (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.
- (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.

(b) Sunday work

- (i) All time worked by an employee on a Sunday will be paid at the rate of double time.
- (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.

(c) Public holiday work

- (i) All time worked by an employee on a public holiday will be paid at the rate of double time and a half.
- (ii) An employee who works on a public holiday will be paid for a minimum of four hours' work.

(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.

(d) **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:

- (i) provide for the time off to be taken in the normal working hours of the employee;
- (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;
- (iii) be in writing; and
- (iv) provide for the time off to be taken within a period of two months of the date on which the time is worked.

23. Shiftwork

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.

23.2 **Morning shift** in a dry cleaning workplace means a shift commencing at or before 7.00 am and finishing after midday and in a laundry workplace means a shift commencing before 6.00 am.

23.3 **Afternoon shift** means a shift finishing after 6.00 pm and at or before midnight.

23.4 **Night shift** means a shift finishing after midnight and at or before 8.00 am.

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.

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.

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.

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.

23.9 Employees under the age of 18 will not be permitted to work shiftwork.

24. Breaks

24.1 Meal breaks

- (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.
- (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.
- (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.

24.2 Rest periods

- (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.
- (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.

24.3 Crib breaks

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

Part 6—Leave and Public Holidays

25. Annual leave

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

25.2 Annual leave loading

- (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 Shiftworkers—laundry workplaces

- (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.
- (b) Where an employee with one year's continuous employment is engaged for part of the yearly period as a shiftworker, the employee will be entitled to have the period of annual leave increased by half a day for each month employed as a shiftworker.
- (c) An employee who is engaged for part of any year as a shiftworker, and whose employment is terminated, must be paid, in addition to any other amounts due, an additional amount equal to 1/49th of their ordinary pay in respect of the period of employment as a shiftworker.

26. Personal/carer's leave and compassionate leave

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

27. Community service leave

Community service leave is provided for in the NES.

28. Public holidays

Public holidays are provided for in the NES.

Schedule A—Transitional Provisions

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

Dry Cleaning and Laundry Industry Award 2010

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

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

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

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

Dry Cleaning and Laundry Industry Award 2010

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

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

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Dry Cleaning Classifications

B.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.

B.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.

B.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).

B.4 Dry cleaning employee Level 4

An employee who is employed as:

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

B.5 Dry cleaning employee Level 5

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

B.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 C—Laundry Classifications

C.1 Laundry employee Level 1

C.1.1 An employee in the first six months of employment with no previous experience in the industry.

C.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.

C.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.

C.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.

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

C.2 Laundry employee Level 2

C.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.

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

C.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.

C.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.

C.3 Laundry employee Level 3

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

- (a) can efficiently carry out two 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.

Dry Cleaning and Laundry Industry Award 2010

C.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.

C.4 Laundry employee Level 4

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

C.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 D—School-based Apprentices

- D.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.
- D.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.
- D.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.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.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.
- D.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.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, 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.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule E—Supported Wage System

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 Education, Employment and Workplace Relations 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 \$71 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 Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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 Fair Work Australia.

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 Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia 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 supported wage system.

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 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 \$71 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—National Training Wage

[Varied by [PR997973](#)]

F.1 Title

This is the *National Training Wage Schedule*.

F.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

F.3 Coverage

F.3.1 Subject to clauses F.3.2 to F.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix F1 to this schedule or by clause F.5.4 of this schedule.

F.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix F1 to this schedule.

F.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

F.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

F.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

F.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

F.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

F.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

F.5 Minimum Wages

[F.5 substituted by [PR997973](#) ppc 01Jul10]

F.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix F1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	336.00
Plus 1 year out of school	282.00	336.00	391.00
Plus 2 years out of school	336.00	391.00	455.00
Plus 3 years out of school	391.00	455.00	521.00
Plus 4 years out of school	455.00	521.00	
Plus 5 or more years out of school	521.00		

(b) Wage Level B

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix F1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	327.00
Plus 1 year out of school	282.00	327.00	376.00
Plus 2 years out of school	327.00	376.00	441.00
Plus 3 years out of school	376.00	441.00	503.00
Plus 4 years out of school	441.00	503.00	
Plus 5 or more years out of school	503.00		

(c) Wage Level C

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix F1 are:

Dry Cleaning and Laundry Industry Award 2010

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	256.00	282.00	327.00
Plus 1 year out of school	282.00	327.00	368.00
Plus 2 years out of school	327.00	368.00	411.00
Plus 3 years out of school	368.00	411.00	458.00
Plus 4 years out of school	411.00	458.00	
Plus 5 or more years out of school	458.00		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	541.00	562.00
Wage Level B	522.00	542.00
Wage Level C	475.00	493.00

F.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix F1 are:

Dry Cleaning and Laundry Industry Award 2010

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	11.05
Plus 1 year out of school	9.28	11.05	12.86
Plus 2 years out of school	11.05	12.86	14.97
Plus 3 years out of school	12.86	14.97	17.14
Plus 4 years out of school	14.97	17.14	
Plus 5 or more years out of school	17.14		

(b) Wage Level B

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix F1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	10.76
Plus 1 year out of school	9.28	10.76	12.37
Plus 2 years out of school	10.76	12.37	14.51
Plus 3 years out of school	12.37	14.51	16.55
Plus 4 years out of school	14.51	16.55	
Plus 5 or more years out of school	16.55		

(c) Wage Level C

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix F1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	8.42	9.28	10.76
Plus 1 year out of school	9.28	10.76	12.11
Plus 2 years out of school	10.76	12.11	13.52
Plus 3 years out of school	12.11	13.52	15.07

Dry Cleaning and Laundry Industry Award 2010

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	13.52	15.07	
Plus 5 or more years out of school	15.07		

(d) School-based traineeships

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix F1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
8.42	9.28

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	17.80	18.49
Wage Level B	17.17	17.83
Wage Level C	15.63	16.22

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

F.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

F.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix F1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

F.6 Employment conditions

- F.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- F.6.2** A trainee 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.
- F.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- F.6.4** Subject to clause F.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

Appendix F1: Allocation of Traineeships to Wage Levels

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

F1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I
	II
	III
Beauty	III
Business Services	I
	II
	III
Chemical, Hydrocarbons and Refining	I
	II
	III
Civil Construction	III
Coal Training Package	II
	III
Community Services	II
	III
Construction, Plumbing and Services Integrated Framework	I
	II
	III
Correctional Services	II
	III
Drilling	II
	III
Electricity Supply Industry—Generation Sector	II
	III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I
	II
	III (in Western Australia only)
Financial Services	I
	II
	III
Floristry	III
Food Processing Industry	III

Dry Cleaning and Laundry Industry Award 2010

Training package	AQF certificate level
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

F1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I
	II
	III
Asset Maintenance	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing	II
	III
Automotive Industry Retail, Service and Repair	I
	II
	III
Beauty	II
Caravan Industry	II
	III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I
	II
	III
Extractive Industries	II
	III
Fitness Industry	III
Floristry	II
Food Processing Industry	I
	II
Forest and Forest Products Industry	I
	II
	III
Furnishing	I
	II
	III
Gas Industry	I
	II
Health	II
	III
Local Government (Operational Works)	I
	II
Manufactured Mineral Products	I

Dry Cleaning and Laundry Industry Award 2010

Training package	AQF certificate level
	II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

F1.3 Wage Level B

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III