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	Updated as agreed by parties (see conference transcript of 27 March 2017 and Draft report dated 19 April 2017).	Part 5—, 2, 13.1, 7.2, 18.2, 18.3
	Correction of error in rates table.	C.2.4
	Incorporate change (addition of note) resulting from [2015] FWCFB 4658 .	19, Schedule D
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20 July 2017	Incorporate changes resulting from [2017] FWCFB 3500 , PR592197 , PR592351 , PR592689 and PR593871	18, 19, Schedule C, Schedule D, Schedule E, Schedule G
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Red text indicates changes made to the draft since the previous published version, or issues that remain unresolved. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT

Dry Cleaning and Laundry Industry Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Dry Cleaning and Laundry Industry Award 2010* (the Laundry award) as at 3 November 2016. This exposure draft does not seek to amend any entitlements under the Laundry award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/264](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This award is the *Dry Cleaning and Laundry Industry Award 2016*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

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.

2. Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

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

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

Definition of **dry cleaning and laundry industry** has been changed in accordance with [\[2017\] FWCFB 3433](#) at [339].

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

foul laundry means laundry that contains human excreta

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

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the Act

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

standard rate means the minimum weekly rate for a Dry cleaning employee Level 5 in clause 18.1(a)—Minimum wages

3. The National Employment Standards and this award

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

4. Coverage

- 4.1** This industry award covers employers throughout Australia in the dry cleaning and laundry industry and their employees in the classifications listed in Schedule A—Dry Cleaning Classification and Schedule B—Laundry Classifications to the exclusion of any other modern award.

Definition of **dry cleaning and laundry industry** retained in coverage clause in accordance with [\[2017\] FWCFB 3433](#) at [339].

- 4.2** **Dry cleaning and laundry industry** means the industry of:
 - (a) dry cleaning, dyeing and/or repairing and/or invisible mending of garments or articles in dry cleaning establishments or their auxiliary receiving depots; and
 - (b) washing, sorting and/or packing of laundry in laundries and laundrettes including the repair of items and preparation of garments for rental; and
 - (c) performing any operation incidental to the activities in clauses (a) or (b) of this definition in dry cleaning, laundry or combined dry cleaning/laundry establishments
- 4.3** The award does not cover employers covered by the following modern awards:
 - (a) *Cleaning Services Award 2016*;
 - (b) *Clerks—Private Sector Award 2016*;
 - (c) *General Retail Industry Award 2016*;
 - (d) *Health Professionals and Support Services Award 2016*;

- (e) *Hospitality Industry (General) Award 2016*; or
- (f) *Local Government Industry Award 2016*.

- 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.
- 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.
- 4.6** This industry award does not cover:
- (a) an employee excluded from award coverage by the Act;
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Effect of variations made by the Fair Work Commission

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.

6. Award flexibility for individual arrangements

- 6.1** 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.
- 6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 6.3** 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 6.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 6.4** 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.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** 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.
- 6.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 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.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.
- 6.10** 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.

7. Facilitative provisions for flexible working practices

- 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.
- 7.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
14.9	Ordinary hours of work—laundry workplaces – substitution of a rostered day off	An individual
17.2(b)	Rest breaks	The majority of employees
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

Part 2—Types of Employment and Classifications

8. Types of employment

- 8.1** 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.

- 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.

9. Full-time employment

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

10. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

- 10.1** A part-time employee:
- (a) is engaged to work less than full-time hours of 38 ordinary hours per week;
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 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.
- 10.3** Any agreed variation to the hours of work will be in writing.
- 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.
- 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.
- 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.

11. Casual employment

Casual employment provisions may be affected by [AM2014/197](#).

A Full Bench found a model casual conversion clause should be inserted into modern awards without existing conversion clauses. Any further written submissions, including whether a conversion clause requires adaptation to meet the circumstances of particular awards, are to be filed by 2 August 2017. See [\[2017\] FWCFB 3541](#) at [381]-[382].

- 11.1** Subject to clause 10 a casual employee is an employee who is engaged and paid as a casual employee.
- 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.
- 11.3** The employment of a casual employee may be terminated with one hour's notice by either the employer or the employee.
- 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.
- 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.
- 11.6** A casual employee must be paid for a minimum of three hours for each start on any day.
- 11.7** Where a casual employee works in excess of 38 ordinary hours per week, overtime will be paid.

12. Classifications

- 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.
- 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.

Part 3—Hours of Work

13. Ordinary hours of work—dry cleaning workplaces

- 13.1** The ordinary hours of work ~~for a full-time employee~~ will average 38 hours per week.
- 13.2** Ordinary hours may be worked between:
- (a) 7.00 am–7.00 pm Monday to Friday;
 - (b) 7.00 am–9.00 pm on a prescribed late shopping night(s) in the particular locality; and
 - (c) 7.00 am–5.00 pm on Saturday.
- 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.

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.

14. Ordinary hours of work—laundry workplaces

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

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:

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

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.

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.

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.

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.

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.

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

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.

15. Ordinary hours of work—shiftworkers in laundry workplaces

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:

- (a) 38 hours within a period not exceeding seven consecutive days;
- (b) 76 hours within a period not exceeding 14 consecutive days;

- (c) 114 hours within a period not exceeding 21 consecutive days; or
- (d) 152 hours within a period not exceeding 28 consecutive days.

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.

16. Rostering arrangements

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

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.

16.3 Clause 16 also applies to changes to shift rosters.

17. Breaks

17.1 Meal breaks

- (a) An employee will be entitled to an unpaid meal break of at least 30 minutes per day or shift. The break must be taken not later than five hours after starting work.
- (b) Where an employer requires an employee to work during their meal break, the period worked will be treated as time worked and paid at **150%** of the minimum hourly rate until released for the meal.
- (c) An employee who is required to work more than one and a half hours overtime will be entitled to a meal break of at least 20 minutes. This break will be paid at ordinary rates of pay and will be taken at a time agreed to between the employee and employer.

17.2 Rest breaks

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

17.3 Crib breaks

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

Part 4—Wages, ~~and~~ Allowances and Superannuation

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) as follows:

(a) Dry cleaning

Employee classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Dry cleaning employee Level 1	694.90	18.29
Dry cleaning employee Level 2	714.90	18.81
Dry cleaning employee Level 3	725.20	19.08
Dry cleaning employee Level 4	767.80	20.21
Dry cleaning employee Level 5	809.10	21.29

(b) Laundry

Employee classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Laundry employee Level 1	704.60	18.54
Laundry employee Level 2	729.90	19.21
Laundry employee Level 3	760.60	20.02
Laundry employee Level 4	780.90	20.55

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 <u>minimum</u> 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 minimum 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 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.
- (d) The minimum rate for an adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the rate for Dry cleaning employee Level 5, or the rate prescribed by clause 18.4(b) for the relevant year of the apprenticeship, whichever is the greater.
- (e) The minimum rate for an adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the second and subsequent

years of their apprenticeship must be the rate for the lowest adult classification in clause 18.1 or the rate prescribed by clause 18.4(b) for the relevant year of the apprenticeship, whichever is the greater.

- (f) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 18.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (g) An employee who is under 21 years of age at the expiration of their apprenticeship and thereafter works as a minor in a dry cleaning classification will be paid not less than the adult rate of that classification.

18.5 Apprentice conditions of employment

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of clause 18.5(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under clause 18.5(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six 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.

- (f) An employer may meet its obligations under clause 18.5(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule F— School-based Apprentices.
- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

18.6 Higher duties

- (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.
- (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.

18.7 Payment of wages

- (a) Wages are to be paid weekly or fortnightly.
- (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.

Payment of wages on termination is being considered in matter [AM2016/8](#), see [draft determination \(at attachment A of Statement\)](#)

- (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.

18.8 Supported wage system

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

18.9 School-based apprentices

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

18.10 National training wage

Clause 18.10 substituted per [PR593871](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Dry Cleaning and Laundry Industry Award 2016* and not the *Miscellaneous Award 2010*.

See Schedule C for a summary of hourly rates of pay, including overtime and penalties.

19. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2017

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.

19.2 Wage-related allowances

(a) Disability allowance

An employee who is required to handle foul laundry (as defined) will be paid an additional **\$15.86** per week.

(b) First aid allowance

An employee who has been trained to provide first aid, who holds a current first aid qualification and who is appointed by the employer to perform first aid duty will be paid an additional **\$16.18** per week.

19.3 Expense-related allowances

(a) Meal allowance

(i) An employee required to work overtime for more than one hour after the usual finishing time on any day will be reimbursed for the purchase of a meal or paid a meal allowance of **\$9.97**. This clause does not apply where the employer provides the employee with a meal of equivalent value.

(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 **\$9.97**.

(b) Protective clothing allowance

- (i) Where the employer requires an employee to wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing.
- (ii) This 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.

(c) Tool allowance

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

(d) Uniform allowances

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

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

See Schedule D for a summary of monetary allowances.

20. Accident Pay

20.1 Definitions

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

- (a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation and the weekly amount that would have been received had the employee been on paid personal leave at the date of the injury (not including over award payments) provided the latter amount is greater than the former amount.

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

20.2 Entitlement to accident pay

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

20.3 Calculation of the period

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

20.4 When not entitled to payment

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

20.5 Return to work

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

20.6 Redemptions

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

20.7 Damages independent of the Acts

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

20.8 Casual employees

For a casual employee, the weekly payment referred to in clause 20.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments.

21. Superannuation

21.1 Superannuation legislation

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

21.2 Employer contributions

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

21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (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 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds or its successor:

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

- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (f) a superannuation fund or scheme which the employee is a defined benefit member of.

21.5 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 21.2 and pay the amount authorised under clauses 21.3(a) or (b):

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

Part 5—Overtime and Penalties Rates

22. Overtime

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.

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

22.3 substituted in accordance with [PR585793](#)

22.3 Time off instead of payment for overtime

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

EXAMPLE: By making an agreement under clause 22.3 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:

- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 22.3 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.3.

22.4 Rest period after overtime

- (a) When overtime work is necessary it will, so far as it is reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days or shifts.
- (b) An employee who works so much overtime 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.
- (c) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty, the employee will be paid at **200%** of the minimum hourly rate until they are released from duty for such period. The employee is then entitled to be absent until they have had 10

consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

22.5 Recall to work overtime

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

23. Weekend and public holiday work

23.1 Saturday work

- (a) All ordinary time worked before midday on a Saturday will be paid at **125%** of the minimum hourly rate. All ordinary time worked after midday on a Saturday will be paid at **150%** of the minimum hourly rate.
- (b) For shiftworkers the rate in clause 23.1(a) is in substitution for and not cumulative upon the shift premiums in clause 24—Shiftwork.

23.2 Sunday work

- (a) All time worked by an employee on a Sunday will be paid at **200%** of the minimum hourly rate.
- (b) For shiftworkers the rate in clause 23.2(a) is in substitution for and not cumulative upon the shift premiums in clause 24—Shiftwork.

23.3 Public holiday work

- (a) All time worked by an employee on a public holiday will be paid at **250%** of the minimum hourly rate.
- (b) An employee who works on a public holiday will be paid for a minimum of four hours' work.
- (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.

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

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

- (a) provide for the time off to be taken in the normal working hours of the employee;
- (b) provide for the time off to be taken to be calculated as 'value time' e.g. if an employee works for one hour at time and a half penalty rates, they will be entitled to take one and a half hours off;
- (c) be in writing; and
- (d) provide for the time off to be taken within a period of two months of the date on which the time is worked.

24. Shiftwork

24.1 Definitions

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

24.2 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.

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.

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.

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.

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.

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

Parties are asked to clarify whether the term 'shift loading' should be replaced with 'shift penalty' in clause 24.8 given the Full Bench comments at [363] to [379] of [\[2017\] FWCFB 3433](#).

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 **penalty 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.

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

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

25.4 Annual leave in advance

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

Note: An example of the type of agreement required by clause 25.4 is set out at 0. There is no requirement to use the form of agreement set out at 0.

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

25.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.5.

- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 25.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 25.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 25.5 as an employee record.

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

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

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

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

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

25.6 Excessive leave accruals: general provision

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

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 25.3).

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 25.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 25.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

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

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

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

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

25.8 Excessive leave accruals: request by employee for leave

- (a) Clause 25.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 25.6(b) but agreement is not reached (including because the employer

refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 25.7(a) that, when any other paid annual leave arrangements (whether made under clause 25.6, 25.7 or 25.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.6, 25.7 or 25.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 25.3) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

26. Personal/carer's leave and compassionate leave

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

27. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

28. Public holidays

28.1 Public holiday entitlements are provided for in the NES.

28.2 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

For Provisions relating to part-day public holidays see Schedule J—2016 Part-day Public Holidays.

28.3 Where an employee works on a public holiday they will be paid in accordance with clause 23.3.

29. Community service leave

Community service leave is provided for in the NES.

Part 7—Consultation and Dispute Resolution

30. Consultation about major workplace change

30.1 Employers 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.

30.2 Employers 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 30.1, 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 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 30.1.
- (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.

31. Consultation about changes to rosters or hours of work

31.1 Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

31.2 The employer must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

31.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

31.4 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

32. Dispute resolution

32.1 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.

32.2 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 32.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

32.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

32.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

- 32.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

Parties are to consider the proposed variations regarding 'occupational health and safety' and provide any comments by Friday 28 July 2017. See [\[2017\] FWCFB 3433](#) at [382].

- 32.6** 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~~ **work 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 8—Termination of Employment and Redundancy

33. Termination of employment

- 33.1** Notice of termination is provided for in the NES.

33.2 **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.

34. Redundancy

Redundancy pay is provided for in the NES.

35. Transfer to lower paid ~~job~~ **duties on redundancy**

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.

36. Employee leaving during redundancy 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 clause 34—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

37. Job search entitlement

37.1 Job search entitlement for notice of termination of employment

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.

37.2 Job search entitlement—redundancy

(a) Time off for seeking other employment

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) Proof of attendance

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.

Schedule A—Dry Cleaning Classifications

A.1 Dry cleaning employee Level 1

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

A.2 Dry cleaning employee Level 2

An employee who is employed as:

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

A.3 Dry cleaning employee Level 3

An employee who is employed as:

- (a) a repairer (other than a tailor or tailoress);
- (b) a spotter presser (off-set press);
- (c) a hand ironer receiver and/or dispatcher;
- (d) a presser;
- (e) a receiver and dispatcher in charge (namely a person in charge of a depot and responsible for the keeping of records and responsible for cash); or
- (f) a cleaner (operating dry cleaning machine).

A.4 Dry cleaning employee Level 4

An employee who is employed as:

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

A.5 Dry cleaning employee Level 5

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

A.5.2 An employee who is required to be solely accountable for all aspects of a self-contained dry cleaning establishment including the receiving of garments and articles, the cleaning, spotting, pressing, packaging and dispatch of garments and articles, the handling of monies, the keeping of records and maintenance of the establishment will be classified as a Dry cleaning employee Level 5 and paid accordingly.

Schedule B—Laundry Classifications

B.1 Laundry employee Level 1

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

B.1.2 An employee at this level must possess the following skills and abilities:

- (a) be responsible for their own work subject to detailed instructions;
- (b) work under routine supervision;
- (c) carry out duties in a safe, responsible and efficient manner; and
- (d) possess basic communication and interpersonal skills.

B.1.3 An employee at this level must be able to perform basic tasks as a result of skills that should have been gained from basic education or gained in the course of everyday living or readily learn such basic tasks including, but not limited to, the following:

- (a) be able to identify and classify items of linen/garments and associated simple tasks;
- (b) be able to load and unload drying machines; and
- (c) be capable of simple keyboard operations.

B.1.4 An employee at this level will be trained in one of the following Work Brackets:

(a) Bracket 1

- (i) perform all ironing machine functions either manually or with the aid of semi-automatic or automatic feeding, folding and preparing equipment;
- (ii) perform all manual or machine folding/hanging operations on linen/garments;
- (iii) operate a tunnel finisher; and
- (iv) use a heat seal or heat marking machine or mark linen with any other type of machine or manually.

(b) Bracket 2

- (i) operate any washing, drying and extracting equipment; and
- (ii) operate towel unwinding equipment.

(c) Bracket 3

- (i) operate any textile pressing machine.

(d) Bracket 4

- (i) manual or machine repair of garments or linen.

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

B.2 Laundry employee Level 2

B.2.1 An employee who has completed the required period as Level 1 and who can competently perform the tasks required of them in the appropriate Bracket as well as meet the general requirements of a Level 1, even though they may not have completed training in all the tasks in their Bracket.

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

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

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

B.2.4 Alternatively, an employee at this level will be a repairer who must at the point of entry be competent to repair linen and garments either manually or by machine or a combination of both and must meet the general requirements of a Level 1 employee. Tasks performed by a repairer at this level would include but not be limited to the following:

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

B.3 Laundry employee Level 3

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

- (a) can efficiently carry out two Level 1 Brackets and has been designated as a stand-by employee in those Brackets;
- (b) operates washing and ancillary equipment and is responsible for work flow and control of all washing supplies for such equipment and can carry out these tasks with minimal supervision;
- (c) holds a Boiler Ticket and is ready and available to use that ticket in the performance of their duties; or
- (d) is a repairer who is competent to perform all facets of repair functions and either performs work at this level or is designated as a stand-by employee.

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

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

B.4 Laundry employee Level 4

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

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

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Schedule C—Summary of Hourly Rates of Pay

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

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

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

	Ordinary hours	Saturday–ordinary hours worked before midday	Saturday–ordinary hours worked after midday	Public holiday
	% of minimum hourly rate			
	100%	125%	150%	250%
	\$	\$	\$	\$
Dry cleaning employee Level 1	18.29	22.86	27.44	45.73
Dry cleaning employee Level 2	18.81	23.51	28.22	47.03
Dry cleaning employee Level 3	19.08	23.85	28.62	47.70
Dry cleaning employee Level 4	20.21	25.26	30.32	50.53
Dry cleaning employee Level 5	21.29	26.61	31.94	53.23

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

	Day	Morning, afternoon or night shift	Permanent night shift	Non-rotating shifts Non-successive morning, afternoon or night shift – dry cleaning¹	
				First 3 hours	After first 3 hours
	% of minimum hourly rate				
	100%	115%	130%	150%	200%
	\$	\$		\$	\$
Dry cleaning	18.29	21.03	23.78	27.44	36.58

¹ **Non successive morning, afternoon or night shift – dry cleaning** means an employee in a dry cleaning workplace who works on any morning, afternoon or night shift which does not continue for a period of three successive mornings, afternoons or nights (see clause 24.6)

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	Day	Morning, afternoon or night shift	Permanent night shift	Non-rotating shifts Non-successive morning, afternoon or night shift – dry cleaning ¹	
				First 3 hours	After first 3 hours
	% of minimum hourly rate				
	100%	115%	130%	150%	200%
	\$	\$		\$	\$
employee Level 1					
Dry cleaning employee Level 2	18.81	21.63	24.45	28.22	37.62
Dry cleaning employee Level 3	19.08	21.94	24.80	28.62	38.16
Dry cleaning employee Level 4	20.21	23.24	26.27	30.32	40.42
Dry cleaning employee Level 5	21.29	24.48	27.68	31.94	42.58

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

	Saturday—ordinary hours worked before midday	Saturday—ordinary hours worked after midday	Public holiday
	% of minimum hourly rate		
	125%	150%	250%
	\$	\$	\$
Dry cleaning employee Level 1	22.86	27.44	45.73
Dry cleaning employee Level 2	23.51	28.22	47.03
Dry cleaning employee Level 3	23.85	28.62	47.70
Dry cleaning employee Level 4	25.26	30.32	50.53
Dry cleaning employee Level 5	26.61	31.94	53.23

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

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			

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	150%	200%	200%	250%
	\$	\$	\$	\$
Dry cleaning employee Level 1	27.44	36.58	36.58	45.73
Dry cleaning employee Level 2	28.22	37.62	37.62	47.03
Dry cleaning employee Level 3	28.62	38.16	38.16	47.70
Dry cleaning employee Level 4	30.32	40.42	40.42	50.53
Dry cleaning employee Level 5	31.94	42.58	42.58	53.23

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

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

	Ordinary hours	Saturday – ordinary hours worked before midday	Saturday – ordinary hours worked after midday	Public holiday
	% of minimum hourly rate			
	100%	125%	150%	250%
	\$	\$	\$	\$
Laundry employee Level 1	18.54	23.18	27.81	46.35
Laundry employee Level 2	19.21	24.01	28.82	48.03
Laundry employee Level 3	20.02	25.03	30.03	50.05
Laundry employee Level 4	20.55	25.69	30.83	51.38

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

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Laundry	27.81	37.08	37.08	46.35

Exposure draft – Dry Cleaning and Laundry Industry Award 2016

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday – all day	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
employee Level 1				
Laundry employee Level 2	28.82	38.42	38.42	48.03
Laundry employee Level 3	30.03	40.04	40.04	50.05
Laundry employee Level 4	30.83	41.10	41.10	51.38

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

	Day	Morning, afternoon or night shift	Permanent night shift	Non-rotating shift Non-successive morning, afternoon or night shift – laundry ²	
				First 3 hours	After 3 hours
	% of minimum hourly rate				
	100%	115%	130%	150%	200%
	\$	\$	\$	\$	\$
Laundry employee Level 1	18.54	21.32	24.10	27.81	37.08
Laundry employee Level 2	19.21	22.09	24.97	28.82	38.42
Laundry employee Level 3	20.02	23.02	26.03	30.03	40.04
Laundry employee Level 4	20.55	23.63	26.72	30.83	41.10

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

	Saturday – ordinary hours worked before midday	Saturday – ordinary hours worked after midday	Sunday – all day	Public holiday

² **Non successive morning, afternoon or night shift – laundry** means an employee in a laundry workplace who works on any morning, afternoon or night shift which does not continue for at least five 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 (see clause 24.5)

	% of minimum hourly rate			
	125%	150%	200%	250%
	\$	\$	\$	\$
Laundry employee Level 1	23.18	27.81	37.08	46.35
Laundry employee Level 2	24.01	28.82	38.42	48.03
Laundry employee Level 3	25.03	30.03	40.04	50.05
Laundry employee Level 4	25.69	30.83	41.10	51.38

C.3 Casual adult employees

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

	Ordinary hours	Saturday—ordinary hours worked before midday	Saturday—ordinary hours worked after midday	Public holiday
	% of minimum hourly rate			
	125%	150%	175%	275%
	\$	\$	\$	\$
Dry cleaning employee Level 1	22.86	27.44	32.01	50.30
Dry cleaning employee Level 2	23.51	28.22	32.92	51.73
Dry cleaning employee Level 3	23.85	28.62	33.39	52.47
Dry cleaning employee Level 4	25.26	30.32	35.37	55.58
Dry cleaning employee Level 5	26.61	31.94	37.26	58.55

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

	Ordinary hours	Saturday – ordinary hours worked before midday	Saturday – ordinary hours worked after midday	Public holiday
	% of minimum hourly rate			
	125%	150%	175%	275%

Exposure draft – Dry Cleaning and Laundry Industry Award 2016

	\$	\$	\$	\$
Laundry employee Level 1	23.18	27.81	32.45	50.99
Laundry employee Level 2	24.01	28.82	33.62	52.83
Laundry employee Level 3	25.03	30.03	35.04	55.06
Laundry employee Level 4	25.69	30.83	35.96	56.51

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

	Ordinary hours	Morning, afternoon or night shift	Permanent night shift	Saturday – ordinary hours worked before midday	Saturday – ordinary hours worked after midday	Public holiday	Non-rotating shifts Non-successive morning, afternoon or night shift – dry cleaning ³	
							First 3 hours	After 3 hours
% of minimum hourly rate								
	125%	140%	155%	150%	175%	275%	175%	225%
	\$	\$	\$	\$	\$	\$	\$	\$
Dry cleaning employee Level 1	22.86	25.61	28.35	27.44	32.01	50.30	32.01	41.15
Dry cleaning employee Level 2	23.51	26.33	29.16	28.22	32.92	51.73	32.92	42.32
Dry cleaning employee Level 3	23.85	26.71	29.57	28.62	33.39	52.47	33.39	42.93
Dry cleaning employee Level 4	25.26	28.29	31.33	30.32	35.37	55.58	35.37	45.47
Dry cleaning employee Level 5	26.61	29.81	33.00	31.94	37.26	58.55	37.26	47.90

³ **Non-successive morning, afternoon or night shift - dry cleaning** means an employee in a dry cleaning workplace who works on any morning, afternoon or night shift which does not continue for a period of three successive mornings, afternoons or nights (see clause 24.6)

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

	Ordinary hours	Morning, afternoon or night shift	Permanent night shift	Saturday – ordinary hours worked before midday	Saturday – ordinary hours worked after midday	Sunday – all day	Public holiday	Non-rotating shifts Non-successive morning, afternoon or night shift – laundry ⁴	
								First 3 hours	After 3 hours
% of minimum hourly rate									
	125%	140%	155%	150%	175%	225%	275%	175%	225%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Laundry employee Level 1	23.18	25.96	28.74	27.81	32.45	41.72	50.99	32.45	41.72
Laundry employee Level 2	24.01	26.89	29.78	28.82	33.62	43.22	52.83	33.62	43.22
Laundry employee Level 3	25.03	28.03	31.03	30.03	35.04	45.05	55.06	35.04	45.05
Laundry employee Level 4	25.69	28.77	31.85	30.83	35.96	46.24	56.51	35.96	46.24

⁴ **Non-successive morning, afternoon or night shift – laundry** means an employee in a laundry workplace who works on any morning, afternoon or night shift which does not continue for at least five 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 (see clause 24.5)

Schedule D—Summary of Monetary Allowances

See clause 19—Allowances for full details of allowances payable under this award.

D.1 Wage-related allowances:

The following wage-related allowances are based on the weekly standard rate as defined in Clause 2—Definitions as the minimum weekly rate for a Dry cleaning employee Level 5 in clause 18.1(a) = **\$809.10**. These rates are to be paid in accordance with clause 19.

Allowance	Clause	% of standard rate \$809.10	\$ per week
Disability allowance—handling foul laundry	19.2(a)	1.96	15.86
First aid allowance	19.2(b)	2.00	16.18

D.1.1 Adjustment of wage-related allowances

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

D.2 Expense-related allowances

The following expense-related allowances will be payable to employees in accordance with clause 19.

Allowance	Clause	\$
Meal allowance—more than one hour’s overtime after usual ceasing time	19.3(a)(i)	9.97 per occasion
Meal allowance—late cancellation of overtime	19.3(a)(ii)	9.97 per occasion

D.2.1 Adjustment of expense-related allowances

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.

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

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

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 Social Services that records the employee’s productive capacity and agreed wage rate

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause E.5)	Relevant minimum wage
%	%
10	10
20	20

Assessed capacity (clause E.5)	Relevant minimum wage
%	%
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 \$84 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 the Fair Work Commission.

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the 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 \$84 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F— School-based Apprentices

- F.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- F.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.4** For the purposes of clause F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- F.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 or at the rate of competency-based progression if provided for in this award.
- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule G—National Training Wage

This schedule is being reviewed in matter [AM2016/17](#).

Schedule deleted by [PR593871](#)

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Schedule H—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—2016 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

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

J.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause J.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause J.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

This schedule is an interim provision and subject to further review.