



SUBMISSION ON BEHALF OF THE AUSTRALIAN FEDERATION OF
EMPLOYERS AND INDUSTRIES (AFEI)

AM2008/69

AWARD MODERNISATION

AFEI
Australian Federation of
Employers & Industries

BEFORE THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AWARD MODERNISATION

AM2008/69 – DRY CLEANING AND LAUNDRY SERVICES INDUSTRY

1. The Australian Federation of Employers and Industries (AFEI) make the following submissions concerning the Dry Cleaning and Laundry Services Industry, which is included in Stage 4 of Award Modernisation.
2. AFEI submits that dry cleaning and laundry services are currently generally subject to separate awards and NAPSAs.

Dry Cleaning Industry

3. The dry cleaning industry is currently covered by the following instruments:
 - Dry Cleaning Industry Award 2000 (the Federal Award);
 - Notional Agreement Preserving Dry Cleaning (State) Award (NSW NAPSA);
 - Notional Agreement Preserving Dry Cleaning and Dyeing Industry Award - Southern and Central Divisions 2004 (SE Qld NAPSA);
 - Notional Agreement Preserving Dry Cleaning and Dyeing Industry Award - State (Excluding South-East Queensland) 2002 (other than SE, Qld NAPSA);
 - Notional Agreement Preserving Dry Cleaners Award (SA NAPSA);
 - Notional Agreement Preserving Laundry and Dry Cleaning Award (WA NAPSA);
 - Laundries, Dry Cleaning and Laundromats (Northern Territory) Award 2002 (NT Award);
 - Notional Agreement Preserving Laundry and Dry Cleaning Award (Tasmanian NAPSA).

Laundry Services Industry

4. The laundry services industry is currently subject to several Federal awards and a number of NAPSAs as follows:
 - AWU Laundry (NSW) Award 1998 (NSW Award);
 - Laundry Industry (Victoria) Award 1998 (Victorian Award);
 - AWU Laundry Industry (A.C.T.) Award 1998 (ACT Award);
 - Notional Agreement Preserving Laundry Employees (State) Award;
 - Notional Agreement Preserving Laundry Workers Award - Brisbane 2003 (Brisbane NAPSA);
 - Notional Agreement Preserving Laundry Workers Award - State (Excluding Brisbane) – 2003 (Qld NAPSA);
 - Notional Agreement Preserving Laundries (SA) Award (SA NAPSA);
 - Notional Agreement Preserving Dry Cleaning and Laundry Award 1979 (WA NAPSA);
 - Notional Agreement Preserving Laundry Workers' Award, 1981 (WA NAPSA)
 - Notional Agreement Preserving Laundry and Dry Cleaning Award (Tasmanian NAPSA).
5. Although AFEI does not oppose one modern award covering dry cleaning and laundry services, we submit that the modern award needs to be sufficiently flexible to meet the operating requirements of both industry segments, such as the retail hours required in dry cleaning and the ability for the laundry services industry to service industries that operate seven days a week.
6. AFEI submits the following draft award for the dry cleaning and laundry services industries.

24 July 2009

Dry Cleaning and Laundry Services Award 2010

Table of Contents

Part 1— Application and Operation.....	3
1. Title.....	3
2. Commencement date	3
3. Definitions and interpretation.....	3
4. Coverage.....	4
5. Access to the award and the National Employment Standards	4
6. The National Employment Standards and this award	4
7. Award flexibility	4
Part 2— Consultation and Dispute Resolution.....	5
8. Consultation regarding major workplace change	5
9. Dispute resolution.....	6
Part 3— Types of Employment and Termination of Employment.....	7
10. Types of employment	7
11. Termination of employment	8
12. Redundancy	8
Part 4— Minimum Wages and Related Matters	9
13. Classifications.....	9
14. Minimum wages	10
15. Pieceworkers.....	10
16. Allowances	11
17. District allowances	12
18. Accident pay	12
19. Higher duties	13
20. Payment of wages.....	13
21. Superannuation	13
Part 5— Hours of Work and Related Matters.....	14
22. Ordinary hours of work and rostering	14
23. Saturday and Sunday work.....	15
24. Breaks	15

AFEI Draft (30 July 2009): Dry Cleaning and Laundry Services Award 2010

25.	Overtime and penalty rates	16
26.	Shiftwork.....	16
Part 6— Leave and Public Holidays		17
27.	Annual leave	17
28.	Personal/carer’s leave and compassionate leave.....	17
29.	Community service leave.....	17
30.	Public holidays.....	17
Schedule A —Classification Definitions.....		19
Schedule B —Supported Wage System.....		22
Schedule C —National training wage		24

Part 1—Application and Operation

1. Title

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

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

Commission means the Australian Industrial Relations Commission or its successor

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

enterprise NAPSA means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or a part of a single business

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

dry cleaning industry means dry cleaning, dyeing and/or repairing of garments in dry cleaning establishments and their auxiliary receiving depots

laundry services industry means any business or operation which performs laundry work including a “laundrette” and will include the repairing of items and the preparation of garments for rental.

shift worker means an employee who works an afternoon shift as defined.

standard rate means the minimum hourly rate for a dry cleaning/laundry services employee - level 2 in clause 14.1.

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

4. Coverage

- 4.1** This industry award covers employers throughout Australia in the Dry Cleaning and Laundry Services industries and their employees in the classifications listed in clause 13 to the exclusion of any other modern award.
- 4.2** The award does not cover an employee excluded from award coverage by the Act.
- 4.3** The award does not cover an employer bound by an enterprise award or enterprise NAPSA with respect to any employee who is covered by the enterprise award or enterprise NAPSA.
- 4.4** 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.

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

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

7. Award flexibility

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
 - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
 - (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to

have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

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

9. Dispute resolution

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

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

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

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

10.2 Full-time employees

A full-time employee is one who is engaged to work 38 hours per week pursuant to clause 22 of this award.

10.3 Part-time employees

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (c) The terms of the agreement may be varied by agreement and recorded in writing.
- (d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of hours the employee would have worked on the day or days on which the leave was taken so as not to reduce the employee's wage below that level which the employee would have received had the employee not been absent.

10.4 Casual employees

- (a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including 38 ordinary hours per week.
- (b) A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 20% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees for each ordinary hour worked.
- (c) A casual employee will be engaged for a minimum of 3 hours per engagement.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

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

11.3 Job search entitlement

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

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

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

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

12.4 Job search entitlement

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

12.5 Transitional provisions

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

Part 4—Minimum Wages and Related Matters

13. Classifications

- 13.1 The classification definitions are contained in Schedule A—Dry Cleaning Classification Definitions and Schedule B—Laundry Services Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Minimum wages

14.1 Adult minimum rates of pay for dry cleaning/laundry services employees are as follows:

Classification Level	Per Week	Per Hour
	\$	\$
Dry cleaning/laundry services employee – level 1	543.78	14.31
Dry cleaning/laundry services employee – level 2	560.50	14.75
Dry cleaning/laundry services employee – level 3	582.92	15.34
Dry cleaning/laundry services employee - level 4	603.82	15.89
Dry cleaning employee – level 5	637.64	16.78

14.2 Junior rates of pay for dry cleaning/laundry services employees - percentage of the adult rate of pay:

Age	Rate
Under 16 years of age	50%
16 years of age	55%
17 years of age	65%
18 years of age	75%
19 years of age	85%
20 years of age	93%

15. Pieceworkers

15.1 A full-time, part-time or casual employee may enter into an agreement to be paid piecework rates instead of the rate of pay which would otherwise apply to the type of employment and to the work performed by the employee.

15.2 Work may only be paid for at piecework rates where the piecework rates fixed by agreement enable the average employee working the ordinary hours of work to earn at least 10% more than the minimum hourly rate prescribed by this award for the type of employment and the work to be performed.

15.3 The piecework rates fixed in accordance with the requirements of these provisions will be paid for all work performed in accordance with the piecework agreement.

15.4 Agreements for payment by piecework rates must be recorded in writing and signed by the employee and the employer. The agreement must record the type of employment of the employee, the work to be performed, the appropriate minimum hourly rate for the

type of employment and work to be performed, the times when the work is to be performed, the piecework rate payable and the duration of the agreement.

15.5 Payments made at piecework rates do not affect any other entitlement of a full-time or part-time employee under this award.

15.6 Supported wage system

See Schedule C

15.7 National training wage

See Schedule D

16. Allowances

16.1 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

16.2 First Aid Allowance

An employee designated by the employer to render first-aid in addition to his/her usual duties and who is the current holder of a recognised first-aid qualification will be paid on daily basis 11.9% of the standard hourly rate to carry out such work.

16.3 Overtime Meal Allowance

Any employee required to work overtime for a period in excess of one hour after the usual ceasing time will be paid an amount of \$7.90 for a meal and the same again for each subsequent meal. No allowance is payable where an employee has been notified on the previous day, except in the case where an employee has provided themselves with a meal and the overtime is cancelled.

16.4 Protective Clothing

Where the employer requires an employee to wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied to the employee at the employer's expense. 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.

17. District allowances

17.1 Northern Territory

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

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

17.2 Western Australia

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

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

17.3 This clause ceases to operate on 31 December 2014.

18. Accident pay

18.1 Subject to clause 18.2, an employee is entitled to accident pay in accordance with the terms of:

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

18.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

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

18.4 This clause ceases to operate on 31 December 2014.

19. Higher duties

- (a) An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 14.1 shall be paid as follows:
 - (i) If more than 4 hours on any day the higher rate for the whole of such day.
 - (ii) If 4 hour or less then payment of the higher rate for 4 hours.

20. Payment of wages

20.1 Wages are to be paid weekly or fortnightly.

20.2 Method of payment

Subject to clause 20.4, 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.

20.3 Termination

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

20.4 Delay

Notwithstanding the above, an employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this clause, for example bank error or delay.

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:

- (a) Asset Super; or
- (b) Sun Super; or
- (c) Australian Super; or
- (d) 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.

Part 5—Hours of Work and Related Matters

22. Ordinary hours of work and rostering

- 22.1** The ordinary hours of work shall not exceed 38 hours per week, worked at the discretion of the employer, between 5.00 a.m. and 7.00 p.m. Monday to Sunday, inclusive, and 5.00am to 9.00pm on prescribed late night shopping nights in an area or locality.
- 22.2** By agreement between the employer and the individual employee the starting and finishing times can be altered by 1 hour without incurring overtime.
- 22.3** An employee's normal starting and finishing times can be altered by the employer by giving 3 days' notice except in case of emergency or by agreement with the individual employee.

23. Saturday and Sunday work

23.1 Day Workers

- (a) Ordinary time worked on a Saturday will incur a 25% loading for all time worked prior to 12 midday. For time worked after 12 midday this will incur a loading of 50%.
- (b) Ordinary time worked on a on Sunday will incur a 100% loading.

23.2 Shift Workers

- (a) For work performed on a Saturday a shift worker will receive a loading of 25% for time worked before 12 midday and for time worked after midday a 50% loading. Such extra loading will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26 – Shift work.
- (b) For work by shift workers on continuous shifts on a rostered shift with the major portion of which being performed on a Sunday, this will incur a 100% loading. Such extra loading will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26 – Shift work.

24. Breaks

24.1 Meal break

- (a) Employees will have 30 minutes for an unpaid meal break no later than 5 hours after commencement of their shift.
- (b) All work done during the recognised meal time or portion thereof will be paid for at double time rates; such rates as to continue until the meal time is allowed: Provided that the employer has required such necessary work to be done during meal hours.
- (c) When working more than one and half hours overtime an employee will be allowed a meal break of twenty minutes, paid for at ordinary rates, at a time agreed to by the employee and the employer.

24.2 Rest break

- (a) Two rest periods of 10 minutes each to be counted as time worked will be allowed to each employee. These rest periods will be taken during the morning and afternoon as nominated by a majority of employees.
- (b) By agreement with the majority of employees and the employer, this rest period may be taken as 20 minutes in either the morning or the afternoon.

24.3 Crib break

A crib time for shift workers of not less than 20 minutes shall be allowed not later than five hours after the time of commencement of each shift. Time allowed as crib time shall be regarded as time worked and shall be paid for as such.

25. Overtime and penalty rates

25.1 Overtime rates

- (a) All time worked outside the ordinary hours prescribed in clause 22 – Ordinary hours of work, of this Award shall be deemed overtime, and shall, except as hereinafter provided, be paid for at the rate of time and a-half for the first 3 hours on any one day and double time thereafter.
- (b) For overtime worked on a Saturday the employee shall be paid as for a minimum of 2 hours' work.
- (c) All overtime worked on Sundays by employees covered by this Award shall be paid at the rate of double time.

25.2 Time off instead of payment for overtime

Where an employee has performed duty on overtime, the employee may be released from duty for a period the same as the period of overtime worked.

25.3 Rest period after overtime

- (a) When overtime work is necessary it shall, where reasonably practicable, be so arranged that the employee shall have at least ten consecutive hours off duty between work on consecutive days.
- (b) An employee on day work who works so much overtime between his/her finishing time on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between these times shall, subject to this clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- (c) If, on the specific instructions of his/her employer, such employee on day work resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double time until he/she is released from duty.

25.4 Recall to work overtime

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

26. Shiftwork

26.1 "Afternoon shift" means any shift finishing between 7.00 p.m. and midnight.

26.2 Shift workers, whilst employed other than on day shift shall be paid for such shift worked at 15 per cent more than the ordinary rates contained in clause 14 – Minimum Wages.

26.3 All time worked in excess of the rostered hours per shift shall be paid for as overtime at the rate of time and one-half for the first three hours and double time thereafter.

26.4 An employer and employees may agree on a shift of not less than four hours, or more than 10 hours per day.

- 26.5** While shift work is being worked, the employer shall exhibit and keep exhibited at the premises or place at which shifts are worked, in a place to which the employees have access, a notice specifying the times at which each shift shall commence and finish; provided that the hours, once fixed, shall be altered by giving three days' notice to the employees except in case of emergency.
- 26.6** Clause 24.1 - Meal break, does not apply to a shift worker.

Part 6—Leave and Public Holidays

27. Annual leave

Annual leave is provided for in the NES. This clause contains additional provisions.

27.1 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) 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.

28. Personal/carer's leave and compassionate leave

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

29. Community service leave

Community service leave is provided for in the NES.

30. Public holidays

- 30.1** Public holidays are provided for in the NES. This clause contains additional provisions.
- 30.2** A day worker will have no deduction made from their wages for not working on a public holiday.
- 30.3** Any employee who absents himself/herself, without reasonable cause, on a working day immediately preceding or immediately succeeding a holiday shall not be paid for such holiday.
- 30.4 Payment for working on a public holiday**
- (a) A day worker required to work on a public holiday will be paid at the rate of double time and one-half for a minimum of two hours and up to the usual

AFEI Draft (30 July 2009): Dry Cleaning and Laundry Services Award 2010

rostered hours. For time worked in excess of the ordinary hours overtime rates will apply.

- (b) A shift worker required to work on a public holiday will be paid at the rate of double time for a minimum of two hours and up to the usual rostered hours.
- (c) By agreement between an employer and the employees time in lieu may be accrued for public holiday work. That is, the employee will receive ordinary time payment for the hours worked on the said holiday and accrue time in lieu to be taken at a mutually agreed time.

Schedule A-Dry Cleaning Classification Definitions

A.1 Dry cleaning employee – grade 1

All employees in classifications not covered under grades 2 - 5.

A.2 Dry cleaning employee – grade 2

An employee who is employed in one of the following classifications:

- Wet cleaner
- Steam air finisher
- Examiner of garments
- Assembler of garments
- Sorter of garments

A.3 Dry cleaning employee – grade 3

An employee who is employed in one of the following classifications:

- Presser
- Receiver and dispatcher in charge (namely a person in charge of a depot and responsible for the keeping of records and responsible for cash)
- Cleaner (operating dry cleaning machine)
- Repairer (other than tailor or tailoress)
- Spotter presser (off-set press)
- Hand ironer receiver and/or dispatcher

A.4 Dry cleaning employee – grade 4

An employee who is employed in one of the following classifications:

- Invisible mender
- Tailor or tailoress

A.5 Dry cleaning employee – grade 5

An employee who is employed as a tradesperson dry cleaner.

Schedule B—Laundry Services Classification Definitions

B.1 Laundry services employee – grade 1

An employee in the first 6 months of employment with no previous experience in the industry

Must possess the following skills and abilities:

- Be responsible for their own work subject to detailed instructions.
- Work under routine supervision.
- Carry out duties in a safe, responsible and efficient manner.
- Possess basic communication and interpersonal skills.

Must be able to perform basic tasks as a result of skill 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:

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

And will be trained in one of the following Work Brackets:

BRACKET 1 Perform all Ironing Machine functions either manually or with the aid of semi automatic or automatic feeding, folding and preparing equipment.

Perform all manual or machine folding/hanging operations on linen/garments.

- To operate a Tunnel Finisher.
- To use a Heat Seal or Heat Marking Machine or to mark linen with any other type of machine or manually.

BRACKET 2 To operate any washing, drying and extracting equipment. To operate towel unwinding equipment.

BRACKET 3 To operate any textile pressing machine.

BRACKET 4 Manual or machine repairer of garments or linen.

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

B.2 Laundry services employee – grade 2

Any laundry worker who has completed the required period as a Grade 1 and who can competently perform the tasks required of them in the appropriate Bracket as well as meeting the general requirements of a Grade 1, even though they may not have completed training in all the tasks in their Bracket.

The employee will be required to qualify in the tasks missed while in Grade 1.

IN ADDITION

The employee must be able to:

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

OR

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 Grade 1 employee. Tasks performed by a repairer at this level would include but not be limited to the following:

- Patching;
- Stud and Button Replacement;
- Hemming;
- Darning;
- Seaming.

B.3 Laundry services employee – grade 3

Any employee who meets the requirements of a Grade 2 Laundry worker

AND IN ADDITION

Can efficiently carry out two Grade 1 Brackets and has been designated as a standby worker in those Brackets.

OR

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.

OR

Holds a Boiler Ticket and is ready and willing to use that ticket in the performance of their duties.

OR

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 worker.

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

- Zip Replacement;
- Pocket Replacement;
- Alterations;
- Making of Monogram.

B.4 Laundry services employee – grade 4

An employee who holds a Boiler Ticket and is ready and available to use that ticket and meets the requirements of the requirements for Grade 3.

OR

Any Grade 2 or 3 employee who is appointed for the purpose of directing and controlling a section of the production operation.

Schedule C—Supported Wage System

C.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.

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.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.

C.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.

C.4 Supported wage rates

C.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 Error! Reference source not found.)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$69 per week.

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

C.5 Assessment of capacity

C.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.

C.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.

C.6 Lodgement of SWS wage assessment agreement

C.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 Commission.

C.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 Industrial Registrar to the union by certified mail and the agreement will take effect unless an objection is notified to the Commission within 10 working days.

C.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.

C.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.

C.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.

C.10 Trial period

C.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.

C.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.

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$69 per week.

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

C.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 C.5.

Schedule D—National training wage