Dry Cleaning and Laundry Award 1979

1. - TITLE

This award shall be known as the Dry Cleaning and Laundry Award 1979 and replaces Award No. 13 of 1941 as amended.

1B. - MINIMUM ADULT AWARD WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more is $528.40 per week payable on and from the first pay period on or after 1 July 2007.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2007 State Wage order. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $448.65 per week on and from the commencement of the first pay period on or after 1 July 2007 and $466.65 on and from the commencement of the first pay period on or after 1 September 2007.

(b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - ARRANGEMENT

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3. - SCOPE

This award shall apply to all workers employed in the classifications referred to in Clause 30. - Wages in the industry of dry cleaning, dyeing and/or repairing and/or invisible mending of garments or articles in dry

cleaning establishments and their auxiliary receiving depots and in the industry of laundering and to all employers employing those workers, but shall not apply to any worker or employer bound by an award of the Australian Conciliation and Arbitration Commission.

4. - AREA

This award shall apply throughout the State of Western Australia for Dry Cleaning and Linen Repairers and outside the South West Land Division for Laundry workers.

5. - TERM

The term of this award shall be for a period of six months.

6. - DEFINITIONS

(1) "Dry Cleaning" for the purpose of this Award shall cover the cleaning, spotting and finishing of garments and materials and the maintenance of plant and equipment (except steam air forming and the receiving sorting and dispatching of garments and materials).

(2) "Cleaning" for the purposes of the definition of dry cleaning in this Clause 'cleaning' shall mean all operations in relation to dry cleaning which shall include the classification of garments, the application of distillation, filtration, tumbling and pre-spotting techniques and the after treatment of garments and materials.

(3) "Spotting" for the purposes of the definition of dry cleaning in this clause 'spotting' shall mean the application of the techniques of pre-spotting, stain removal by chemical application, wet cleaning, steam gun operation, the drying of garments and materials, the classification of garments and fibre identification.

(4) "Finishing" for the purpose of the definition of dry cleaning in this Clause 'finishing' means the application of all types of machine and hand pressing techniques.

(5) "Late Shopping Night" for the purposes of this Award shall mean the evening of the day on which ordinary hours of work of a general retail shop may be worked between 7.00am and 9.00pm.

(6) "Union" for the purposes of this Award shall mean the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch.

(7) (Deleted)

(8) (Deleted)

(9) "Laundry Employee - Grade 1" for the purposes of this award shall mean:

- An employee in the first six months (991 hours inclusive of public holidays and annual leave) of employment with no previous experience in the industry.
- Works under routine supervision either individually or in a team environment.
- Responsible for own work subject to detailed instructions.
- Carries out duties in a safe, responsible and efficient manner.

Indicative of tasks which an employee at this level may perform are the following:

1. Be able to identify and classify items of linen/garments and associated simple tasks.

2. Be able to load and unload drying machines.

3. Be capable of simple keyboard operations.

4. Maintain simple production records.

5. Clean machines.

Furthermore, an employee at this level will be trained in at least one of the following work brackets:

Bracket 1

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

2. Perform all ironing machine functions either manually or with the aid of semi-automatic or automatic feeding, folding and preparing equipment.

3. To operate a tunnel finisher.

4. To use a heat seal or heat marketing machine or to mark linen with any other type of machine manually.

5. Packing of garments/linen for customer supply.

Bracket 2

1. Operate any washing, drying and extracting equipment.

2. Operate towel unwinding equipment.

Bracket 3

1. Operate any textile pressing machine.

Bracket 4

1. Manual or machine repairer of garments or linen.

(10) "Laundry Employee - Grade 2" for the purposes of this award shall mean:

An employee with at least six months employment in the industry 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. Notwithstanding, in such case, the employee will be required to qualify in the tasks missed while in Grade 1.

Furthermore an employee at this level will be trained in at least one additional bracket.

An employee at this level must also 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.

(11) "Laundry Employee - Grade 3" means:

An employee who meets the requirements of a Grade 2 Laundry Employee, and in addition:

(1) Has the skills to efficiently carry out two Brackets and is required to utilise these skills;

OR

2. Operates washing and ancillary equipment and is reasonable for work flow and control of all washing supplies for such equipment and can carry out these tasks with minimal supervision;

OR

3. A repairer who is competent to perform all facets of repair functions and is required to utilise these skills. Tasks performed by a repairer at this level would include but not be limited to the following:

zip replacement
pocket replacement
alterations
making of monograms

(12) "Laundry Employee - Grade 4" for the purposes of this award shall mean:

- Meets the requirements of a Grade 3 Employee.
- Appointed to supervise a production section of the operation.
- Responsible for the work flow and quality standards.
- Responsible for the implementation of on-the-job training.

Indicative of the tasks which an employee at this level may perform include the following:

induction of new employees;
co-ordinates employees and work on a daily basis;
exercises intermediate keyboard skills.

(13) Laundry Industry: means any business or operation which performs laundry work and includes a "laundrette" and the industries carried out by the Respondents set out in the schedule to this award. Laundry work shall be deemed to include the laundering of overalls, coats, towels, nappies and sheets which are laundered by the proprietor and hired out for fee or reward.

7. - CONTRACT OF SERVICE

(1) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

(2) Notice of Termination by Employer

(a) The employment of any employee (other than a casual employee, who shall be engaged by the hour) may be terminated by the following notice period, provided that an employee has not been dismissed on the grounds of serious misconduct in which case shall only be paid up to the time of dismissal.

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 1 year	1 week

1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

(b) An employee who at the time of being given notice is over 45 years of age and has completed two years' continuous service, shall be entitled to one week's additional notice.

(c) Payment in lieu of the notice prescribed in paragraphs (a) and (b) of this subclause shall be made if the appropriate notice period is not given or required to be worked. The employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the employer shall pay the employee the ordinary wages for the period of notice had the employment not been terminated or payment in lieu of notice shall be calculated using the employee's weekly ordinary time earnings.

(3) Notice of Termination by Employee

One weeks notice shall be necessary for an employee to terminate his or her engagement or the forfeiture or payment of one week's pay by the employee to the employer in lieu of notice.

(4) Termination, Redundancy or Introduction of Change

In circumstances of termination, redundancy or introduction of change, employees are entitled to a statement of employment, job search leave, consultation, redundancy pay and other matters as provided in the General Order 2005 WAIRC 01715 (85(WAIG)1667), as amended, varied or replaced from time to time.

8. - TYPES OF EMPLOYMENT

Employees under this award must be engaged as full-time, part-time or casual officers. At the time of engagement, an employer will inform each employee of the terms of their engagement, and in particular stipulate whether they are full-time, part-time or casual. This advice must be confirmed in writing within two weeks of commencement of employment.

(1) Full-time employees

(a) Full-time employees will be engaged for an average of thirty-eight hours per week.

(2) Part-time employees

(a) An employer may employ part-time employees in any classification in this award.

(b) A part-time employee is an employee who:

(i) works less than full-time hours of 38 per week; and

(ii) has reasonably predictable hours of work; and

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

(c) 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.

(d) Any agreed variation to the regular pattern of work will be recorded in writing.

(e) An employer is required to roster a part-time employee for a minimum of three (3) consecutive hours on any shift.

(f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with sub clause 3.

(g) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 12 - Overtime, of this award.

(h) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

(3) Casual Employees

(a) A casual employee is to be one engaged and paid as such. A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly award wage prescribed in clause 30 for the work being performed plus a casual loading of 20 per cent in lieu of sick leave, annual leave and public holidays.

(b) A casual employee shall be employed for a minimum of three (3) consecutive hours on each occasion.

(c) A casual employee shall not be engaged for periods totalling in excess of eight weeks in any 12 month period without the approval of the Union.

(d) The provisions of paragraph (c) of this subclause shall not apply to employees engaged for a specific period of time to replace a designated person where the period of that replacement work does not exceed 13 weeks. The period of time for which the replacement employee is engaged together with any other special conditions of employment shall be confirmed in writing at the time of appointment.

9. - HOURS OF WORK

(1) The ordinary working week shall be no greater than 38 hours worked in accordance with subclause (2) of this clause.

(2) (a) Ordinary hours of work shall be worked between 7.00am and 7.00pm Monday to Friday, 7.00am and 9.00pm on a "prescribed late night shopping night/s" in an area or locality covered by this award, and 7.00am and 5.00pm on Saturdays.

(b) No employee shall work more than nine hours without payment of overtime in non-package plants and ten hours without payment of overtime in package plants.

(c) Starting and finishing times of each employee shall be fixed by the employer and shall not be altered by the employer, except in a case of emergency, unless a week's notice of such change has been given to the employee.

(d) Where any ordinary hours of work are performed by a weekly employee after 7.00pm and before 9.00pm on a "prescribed late night shopping night/s" in an area or locality covered by this award and between 7.00am and 12.00pm on a Saturday, an employer shall pay a penalty of 25 percent above the wage rate prescribed in Clause 30. - Wages of this award.

(e) Where ordinary hours of work are performed by a weekly employee between 12.00pm and 5.00pm on a Saturday, an employer shall pay to an employee a penalty of 50 per cent above the wage rate prescribed in Clause 30. - Wages of this award.

(f) Any other starting or finishing times may be agreed upon by the employer and employee concerned and assented to by the union in writing.

(g) The usual working hours shall be prominently displayed in each work room or factory depot.

(h) An employer who requires employees in package plants to work the 38 ordinary hours in one week within four days Monday to Friday inclusive shall inform the employee at least seven days prior to commencement of that working week of the days upon which they are rostered to work and the days on which they are rostered off.

(i) Provided that where the regular late night shopping night/s is a public holiday/s and another night/s is nominated, the prescribed late night shopping hours shall apply.

(3) (a) Subject to the daily limitations prescribed in (a) and (b) of this subclause, and agreement between an employer and a majority of the workers the hours of work on an establishment may be by any one of the following methods:-

(i) By working shorter hours on one or more days of each week; or

(ii) By fixing a day on which all workers will be off during a particular work cycle; or

(iii) By rostering workers off on various days of the week during a particular work cycle.

(b) Where workers are entitled to a rostered day or days off in accordance with paragraph (ii) or (iii) of (d) of this subclause, the employer shall notify such workers not less than four weeks in advance of the weekday he or she is to take off. Where a worker has not accumulated a day's entitlement when a rostered day off occurs, such worker for that day, shall receive payment for the actual time already accrued.

(c) Where the employer and workers agree rostered days off may accumulate to a maximum of four days which shall be taken in one continuous period within one month of such accrual.

(d) Where an arrangement is made in accordance with this clause, starting and finishing times and the daily and weekly hours so determined shall constitute the ordinary working hours and work performed outside or in excess of such times and hours will constitute overtime for the purposes of this Award.

(e) (i) An employer, with the agreement of the majority of workers concerned, may substitute the day a worker is to take off in accordance with any arrangement pursuant to (a) of this subclause, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

(ii) An employer with the agreement of the employee concerned, may substitute the day that employee is to take off for another day.

(4) In the event of a dispute over the implementation of the 38 hour week, the following procedures shall be followed -

(a) Consultation shall take place within the particular establishment concerned.

(b) If the dispute is not resolved at establishment level, it shall be the subject of discussions between the Union and the employer concerned.

(c) In the event of a dispute over the implementation of the 38 hour week the matter may be referred to the Western Australian Industrial Relations Commission.

10. - MEAL INTERVALS AND REST PERIODS

(1) Meal Breaks.

Each employee shall be granted a meal interval of not less than thirty minutes to be commenced not later than five hours of commencing duty.

Provided that where it is not possible to grant the meal interval on any day, the said meal interval shall be treated as time worked and paid at the rate for the day plus a loading of fifty per cent upon the ordinary weekly rate, until released for a meal.

(2) Rest Period

(a) Save as provided in (b) of this subclause, a rest period of ten (10) minutes shall be allowed by an employer to all employees each day between the time of commencing work and the usual meal interval. A further rest period of ten (10) minutes shall be allowed between the usual meal interval and the usual time of ceasing work.

(b) In the case of casual workers and permanent part-time workers commencing work or ceasing work at other than the usual time of commencement of or cessation of work, the rest periods prescribed in (a) hereof shall not be taken within two hours of the usual meal interval as prescribed in (1) of this subclause.

11. - MEAL MONEY

(1) An employee required to work overtime for more than one hour after the usual ceasing time or beyond 6.30pm (whichever is the later) on any day, Monday to Friday inclusive, shall either be supplied with an adequate recognised evening meal by the employer from an established canteen on the premises or paid $4.95 in lieu thereof.

(2) If the notice is given and overtime is not worked, the meal money prescribed herein shall not be required to be paid.

(3) Any dispute under this clause as to the suitability of a canteen meal supplied may be resolved through the Dispute Resolution Procedure.

12. - OVERTIME

(1) All time worked by a weekly worker in excess of 38 hours in a week or in excess of his or her normal number of daily hours or outside the daily limits prescribed in Clause 9. - Hours of Work of this Award shall be paid for at the rate of time and a half for the first two hours and double time thereafter. Each day shall stand alone for the purpose of calculating overtime and any overtime worked on any day of the week shall be paid for on a daily basis.

(2) (a) An employer may require any employee to work reasonable overtime at overtime rates.

(b) The organization party to this Award shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(c) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

(i) any risk to employee health and safety;

(ii) the employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

(vii) any other relevant matter.

(3) Notwithstanding subclause (2) of this Clause, workers required to work for longer than one and a half hours after the usual ceasing time shall be allowed not less than 30 minutes meal break provided that this provision shall not apply to workers on any day where there is an early ceasing time, unless a total of five and a half hours or more inclusive of overtime is to be worked following the midday meal break.

(4) A worker other than a worker subject to subclause (4) of this Clause who is required to work overtime for more than one hour beyond the ordinary ceasing time on any day, other than on a working day of less than eight hours, shall be entitled to a rest period of ten minutes paid for at the appropriate rate.

(5) (a) Where an employer and employee so agree, time off in lieu of payment for any or all overtime worked may be granted proportionate to the payment to which the employee is entitled in accordance with subclause (1) of this clause.

(b) Time off in lieu of payment for overtime shall be taken within a period of 2 months of the date on which the overtime is worked.

13. – PUBLIC HOLIDAYS

(1) (a) The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(2) On any public holiday not prescribed as a holiday under this award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work is done ordinary rates of pay shall apply.

(3) Work done on any day prescribed as a holiday in subclause (1) of this clause shall be paid for at the rate of double time and one half.

(4) The provisions of this clause shall not apply to casual workers.

14. – ANNUAL LEAVE

(1) Annual Leave

(a) An employee is entitled to a period of four (4) consecutive weeks' annual leave with payment at the employee's ordinary rate of wage for each twelve (12) months continuous service with the employer. Entitlements to annual leave accrue pro rata on a weekly basis.

(b) Before going on leave the employee shall be paid the ordinary wages as prescribed by Clause 30 - Wages of this award they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period.

(2) (a) During a period of annual leave an employee shall receive in addition to their payment for annual leave a loading of 17.5% calculated on the employee's ordinary wage as prescribed in Clause 30 – Wages for that period of leave.

(b) Provided that where the employee would have received any additional rates for the work performed in ordinary hours as prescribed by this award, had they not been on leave during the relevant period and such additional rates would have entitled him them to a greater amount than the loading of 17.5 percent, then such additional rates shall be added to his ordinary rate of wage in lieu of the 17.5 percent loading.

Provided further, that if the additional rates would have entitled him to a lesser amount than the loading of 17.5 percent, then such loading of 17.5 percent shall be added to their ordinary rate of wage in lieu of the additional rates.

(c) The loading prescribed by this clause shall not apply to proportionate leave on termination.

(3) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, that day shall be added to the employees annual leave entitlement.

(4) (a) An employee whose employment lawfully terminates and who has not taken the leave prescribed under this clause to which they have become entitled shall be given payment in lieu of that leave at the rate of one thirteenth of a week's pay (2.923 hours pay for each completed week of service) at their ordinary rate of wage for each completed week of service.

(b) Annual leave loading shall be payable in addition to any payment to which the employee may be entitled to under paragraph (a) hereof.

(c) An employee whose employment terminates before the employee has completed a twelve month qualifying period and has not been allowed leave prescribed under this Award in respect of that qualifying period shall be given payment in lieu of that leave. Or, in a case where the employee has taken part of the leave in lieu of so much of that leave as has not been taken) unless-

(i) the employee has been justifiably dismissed for misconduct; and

(ii) the misconduct for which the employee has been dismissed occurred prior to the completion of that qualifying period.

(5) Employees continue to accrue annual leave while on paid leave including:

(a) annual leave

(b) long service leave

(c) observing a public holiday prescribed by this award

(d) sick leave

(e) bereavement leave

(6) Annual leave may be taken in more than one period of leave, by mutual agreement between the employer and employee.

Provided further that the maximum number of single day absences allowable during any twelve-month accrual period shall be five.

No employee shall be required to take annual leave unless two weeks' prior notice is given.

(7) Where an employer and employee have not agreed when the employee is to take their annual leave, the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave which accrued more than 12 months before that time; provided the employee provides at least two weeks notice.

(8) (a) Notwithstanding anything else herein contained, an employer who observes a Christmas close-down for the purpose of granting annual leave may require an employee to take their annual leave accrued in the 12 month period up to their anniversary.

(b) An employer who requires employees to take their annual leave over a Christmas close-down must provide at least 14 days notice to the employees required to take such leave.

(c) In the event of an employee being employed by an employer for a portion only of a year they shall only be entitled subject to subclause (5) of this clause, to such leave on full pay as is proportionate to their length of service during that period with such employer. If such leave is not equal to the leave given to the other employees, the employee shall not be entitled to work or pay whilst the other employees are on leave on full pay.

(9) (a) At the request of an employee, and with the consent of the employer, annual leave prescribed by this clause may be given and taken in advance of being accrued by the employee in accordance with subclause (1).

(b) If the service of an employee terminates and the employee has taken a period of leave in accordance with this subclause and if the period of leave so taken exceeds that which would become due pursuant to subclause (4) of this clause, the employee shall be liable to pay the amount representing the difference between the amount received by him for the period of leave taken in accordance with this subclause and the amount which would have accrued in accordance with subclause (4) of this clause. The employer may deduct this amount from monies due to the employee by reason of the other provisions of this Award at the time of termination.

(c) The annual leave loading provided by subclause (2)(a) of this clause, shall not be payable when annual leave is taken in advance pursuant to the provisions of this subclause. The loading not paid, for the period of leave taken in advance, shall be payable to the employee at the end of the first pay period following the employee accruing the leave taken in advance.

(10) The provisions of this clause shall not apply to casual employees.

15. – SICK LEAVE

(1) (a) A worker who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.

(b) Entitlement to payment shall accrue at the rate of one twenty sixth of a week for each completed week of service with the employer.

(c) If in the first or successive years of service with the employer a worker is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the worker's services terminate, if before the end of that year of service, to the extent that the worker has become entitled to further paid sick leave during that year of service.

(2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the worker if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.

(3) To be entitled to payment in accordance with this clause the worker shall as soon as is reasonably practicable advise the employer of her inability to attend for work, the nature of her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence, and where possible, in the case of shift workers, prior to the usual commencing time on the first day of such absence through illness.

(4) (a) The employee shall as soon as reasonably practicable advise the employer of his or her inability to attend for work, the nature of the illness or injury and the estimated duration of absence, Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

(b) An employee claiming entitlement under this clause is to provide the employer evidence that would satisfy a reasonable person of the entitlement.

(5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when they are absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.

(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to their place of residence or a hospital as a result of their personal ill health or injury for a period of seven consecutive days or more and produces a certificate from a registered medical practitioner that they were so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if they are unable to attend for work on the working day next following their annual leave.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time they proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 14 - Annual Leave.

(6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 59 of the Western Australian Industrial Gazette at pages 1-6, as varied from time to time, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Injury Management Act 1981 nor to employees whose injury or illness is the result of the employees own misconduct.

(7) The provisions of this clause do not apply to casual workers.

(8) A worker employed under any system of payment by results and entitled to sick leave under the provisions of this clause shall be paid at the time-work rate applicable to the classification in which he is employed.

(9) An employee is entitled to use, each year, up to five (5) days of the employees entitlement to sick leave, to be primary are giver of a member of the employee's family or household who is ill or injured and in need of the immediate care and attention.

(10) A member of the employee's family mentioned within subclause (1) means any of the following

(a) the employee's partner or de facto partner;

(b) a child of whom the employee has parental responsibility as defined by the Family Court Act 1997;

(c) an adult child of the employee;

(d) a parent, sibling or grandparent of the employee;

(e) any other person who lives with the employee as a member of the employee's family.

(11) By mutual agreement between the employer and employee an employee may be granted further sick leave credits for carer's leave.

(12) An employee may take unpaid carer's leave by agreement with the employer.

16. - BEREAVEMENT LEAVE

(1) (a) Subject to subclause (2) of this clause, on the death of -

(i) the spouse or *de facto* partner of an employee;

(ii) the child or step-child of an employee;

(iii) the brother or sister, of an employee;

(iv) the parent step-parent or grandparent of an employee; or

(v) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,

an employee (including a casual employee) is entitled to paid bereavement leave of up to 2 days.

(b) The 2 days need not be consecutive.

(c) Bereavement leave is not to be taken during a period of any other kind of leave.

(2) Proof in support of claim for leave

An employee who claims to be entitled to paid leave in accordance with subclause (1) hereof is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to -

(a) the death that is the subject of the leave sought; and

(b) the relationship of the employee to the deceased person.

17. - LONG SERVICE LEAVE

The long service leave provisions applicable to the private sector published in the Western Australian Industrial Gazette as varied from time to time are hereby incorporated in and shall be deemed to be part of this award.

18. - SPECIAL RATES

Where an employee is required to sort foul linen an extra allowance of 36 cents per hour will be paid whilst so employed on this type of work.

19. - MIXED FUNCTIONS

(1) A worker engaged on time work for more than half of one day on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day. If for less than half of one day he or she shall be paid the higher rate for the time so worked. Provided that where a worker is engaged for more than half of a week on higher grade work, the worker shall be paid for the full week at the higher rate of pay.

(2) Where a worker engaged on time work is engaged on higher tasks than he or she is normally employed upon the employer shall keep an accurate record of the time worked by such worker on each class of work. In the absence of an accurate record the worker shall be entitled to the higher rate of pay for the whole of the week.

20. - TRAVELLING TIME AND MOTOR VEHICLE ALLOWANCE

(1) Where an employee is sent to work from an employer's recognised place of business the employer shall pay all travelling time from such place of business to the job and if the employee is required to return the same day to the employer's place of business, the employer shall pay travelling to the place of business. An employee sent for duty to a place other than his/her regular place of duty shall be paid travelling expenses.

(2) (a) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause, the employer and the employee may make any other arrangements as to car allowance no less favourable to the employee.

(b) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(c) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

Rates of hire for use of employee's own vehicle on employer's business:

Schedule 1 - Motor Vehicle Allowance

Area and Details		Engine Displacement (in cubic centimetres)	
	Over 2600cc	Over 1600cc-& 2600cc	1600cc Under
	Rate per kilometre (Cents)		
Metropolitan Area	81.7	71.1	62.8

South West Land Division	84	72.9	64.8
North of 23.5^{O} South Latitude	92.1	80.3	71.6
Rest of the State	86.7	75.3	66.8

Schedule 2 - Motor Cycle Allowance

Distance Travelled During a Year on Official Business	Rate ¢/km
Rate per kilometre	28.2

Motor vehicles with rotary engines are to be included in the 1600-2600cc.

21. - GENERAL CONDITIONS & PROTECTIVE EQUIPMENT

(1) Uniforms:

Where an employer requires an employee to wear a uniform they shall pay for its provision and cleaning.

(2) Tools of Trade:

The employer shall provide all necessary tools for employees in each workshop or factory.

Any tools lost due to serious neglect on the part of the employee shall be replaced by or paid for by the employee concerned.

(3) Where any person is required to work under wet or dirty conditions, suitable protective clothing including footwear, shall be supplied free of charge by the employer to the employee concerned.

Any dispute as to the necessity or suitability of such clothing shall be resolved through the Dispute Resolution Procedure.

22. - LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

TOWN	PER WEEK
Agnew	$18.10
Argyle	$47.80
Balladonia	$18.30
Barrow Island	$31.10
Boulder	$7.60
Broome	$29.00
Bullfinch	$8.50
Carnarvon	$14.80
Cockatoo Island	$31.80
Coolgardie	$7.60
Cue	$18.50
Dampier	$25.20
Denham	$14.80
Derby	$30.10
Esperance	$5.40
Eucla	$20.30

Exmouth	$26.30
Fitzroy Crossing	$36.50
Goldsworthy	$16.00
Halls Creek	$41.90
Kalbarri	$6.30
Kalgoorlie	$7.60
Kambalda	$7.60
Karratha	$30.10
Koolan Island	$31.80
Koolyanobbing	$8.50
Kununurra	$47.80
Laverton	$18.40
Learmonth	$26.30
Leinster	$18.10
Leonora	$18.40
Madura	$19.30
Marble Bar	$46.00
Meekatharra	$15.90
Mount Magnet	$19.90
Mundrabilla	$19.80
Newman	$17.40
Norseman	$15.70
Nullagine	$45.90
Onslow	$31.10
Pannawonica	$23.50
Paraburdoo	$23.40
Port Hedland	$25.00
Ravensthorpe	$9.60
Roebourne	$34.60
Sandstone	$18.10
Shark Bay	$14.80
Shay Gap	$16.00
Southern Cross	$8.50
Telfer	$42.50
Teutonic Bore	$18.10
Tom Price	$23.40
Whim Creek	$29.80
Wickham	$28.90
Wiluna	$18.40
Wittenoom	$40.70
Wyndham	$45.00

(2) Except as provided in subclause (3) of this clause, an employee who has:

(a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;

(b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid 66⅔ per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) For the purposes of this clause:

(a) "Dependant" shall mean -

(i) a spouse or defacto partner; or

(ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

23. - EMPLOYMENT RECORDS

(1) A record shall be kept in the premises occupied by the employer wherein shall be recorded for each employee:

(a) On a daily basis:

(i) start/finish time and daily hours including overtime;

(ii) paid time; and

(iii) breaks.

(b) For each pay period:

(i) designation;

(ii) gross and net pay; and

(iii) deductions, including reasons for these deductions.

(c) The following records must also be kept:

(i) employee's name

(ii) date of birth if under 21 years of age;

(iii) start date;

(iv) nature of work performed and classification;

(v) all leave paid, partly paid or unpaid;

(vi) relevant information for Long Service Leave calculations;

(vii) any industrial instrument including awards, orders or agreements that apply;

(viii) any additional information required by the industrial instrument; and

(ix) any other information necessary to show remuneration and benefits comply with the award.

(2) The employer shall on the written request by a relevant person:

(a) produce to the person the employment records relating to the employee;

(b) let the person inspect the employment records;

(c) let the relevant person enter the premises of the employer for the purpose of inspecting the records;

(d) let the relevant person take copies of or extracts from the records.

(3) A 'relevant person' means:

(a) the employee concerned;

(b) if the employee is a represented person, his or her representative;

(c) a person authorised in writing by the employee;

(d) an officer referred to in section 93 of the *Industrial Relations Act (1979)* (as amended) authorised in writing by the Registrar.

(4) An employer shall comply with a written request not later than:

(a) at the end of the next pay period after the request is received; or

(b) the seventh day after the day on which the request was made to the employer.

24. – RIGHT OF ENTRY

An authorized representative of the union shall be entitled to exercise right of entry in accordance with the provisions of the Industrial Relations Act 1979 or any other legislation that makes provision for right of entry.

25. – DISPUTE RESOLUTION PROCEDURE

(1) Subject to the provisions of the *Industrial Relations Act 1979 (WA)* (as amended) in the event of any dispute or matter arising under this award, the following procedure shall apply.

(a) Step 1

As soon as practicable after the dispute has arisen, it shall be considered jointly by the appropriate supervisor and the employee or employees concerned and, where requested, by representatives of the employer or employee(s).

(b) Step 2

If the dispute is not resolved it shall be considered jointly by the employer, the employee or employees concerned and, where requested, by representatives of the employer or employee(s).

(c) Step 3

The employer and the employee(s) concerned (and their representatives where requested) will attempt to resolve the dispute prior to it being referred to the Commission however, if the dispute is not resolved, it may then be referred to the Western Australian Industrial Relations Commission for assistance in its resolution.

(2) At all times whilst a dispute or matter is being resolved in accordance with this clause, normal work will continue.

26. – DELETED

27. - NOTICE BOARDS

The employer shall make facilities available in a prominent position in his workshop or factory, upon which representatives of the union shall be allowed to post union notices. Any notices so posted shall be countersigned by the representative of the union and in the absence of a countersignature, may be removed by the union representative or the employer.

28. - DELETED

29. - DELETED

30. - WAGES

(1) The minimum weekly rate of wage payable to an adult employee covered by this award shall include the base rate plus the arbitrated safety net adjustment expressed hereunder:

(a) Group Classification

	Minimum Rate	STRUCTURAL EFFICIENCY ADJUSTMENT
	$	$

A	Tradesperson Dry Cleaner/ in charge of machinery maintenance and/or boiler	622.20	15.00
B	"Invisible" Mender	588.50	15.00
	Tailor or Tailoress		
C	Presser	553.40	12.50
	Receiver and Despatcher 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)		
D	Repairer (other than Tailor or Tailoress)	553.40	12.50
	Spotter		
	Presser (Off-set Press)		
	Hand Ironer		
	Receiver and/or Despatcher		
E	Wet Cleaner	545.10	12.50
	Steam Air Finisher		
	Examiner of Garments		
	Assembler of Garments		
	Sorter of Garments		
F	All other Adult Employees	528.40	10.00

Provided that a person employed in any area of operation of this Award 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 despatch of garments and articles, the handling of moneys, the keeping of records and the maintenance of the establishment shall be paid at a rate of not less than the rate prescribed in this table for the Tradesperson Dry Cleaner. Provided that in such a case all receivers and despatchers in that establishment shall be paid in accordance with the rates prescribed for Group D of such table.

(b) Laundering Industry:

Classification	Minimum Rate Per Week $

Laundry Employee - Grade 1	536.75
Laundry Employee - Grade 2	543.45
Laundry Employee - Grade 3	570.00
Laundry Employee - Grade 4	578.30

(c) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(2) Junior Employees:

(a) Dry Cleaning and Dyeing Industry

(i) Wages: The minimum rates of wages to be paid to junior employees shall be as follows:

	Percentage of Minimum Rate for Classification E - Sorter of Garments
Under 16 years of age	50
16 years and under 17 years	55
17 years and under 18 years	65
18 years and under 19 years	75
19 years and under 20 years	85
20 years and under 21 years	93

(ii) Proportion of Juniors:

(aa) Juniors may be employed in the following proportion of not more than two for every employee receiving the adult rate.

(bb) Calculation of Proportion: In the calculation of the proportion of the number of employees receiving the adult rate for the purposes of this clause, working proprietors shall be included, but each working proprietor shall be counted only once.

(iii) No person under 18 years shall be employed on a manually operated steam press (other than an off-set silk press) or a manually operated dry cleaning machine.

(iv) Junior employed in a Receiving Depot: Notwithstanding anything hereinbefore contained any junior working alone and responsible for cash transactions and/or in charge of depot shall be paid not less than the rate prescribed for a junior '19 years and under 20 years' plus an amount of $6.32 per week.

(b) Laundering Industry:

(i) Wages: The minimum rates of wages to be paid to junior employees shall be as follows:

	Percentage of Minimum Rate for the Classification in which they are Employed
Under 16 years of age	55
16 to 17 years of age	65
17 to 18 years of age	75
18 to 19 years of age	85
19 to 20 years of age	90
20 to 21 years of age	95

(3) Structural Efficiency:

(a) Arising out of the decision of the 1989 State Wage Case Decision (69 WAIG 2913) and in consideration of the wage increases resulting from the first structural efficiency adjustment payable from the first pay week commencing on or after 29 March 1990, employees are to perform a wider range of duties including work which is incidental to or peripheral to their main tasks or functions.

(b) Any changes to the classification system in the award will be based on the results of federal skill audit and trialing. The Union is prepared for the purposes of the second phase and in good faith, to duly consider any specific concerns identified by respondents to the Award and any proposals for trialing specific arrangements aimed at achieving greater flexibility for WA employers.

(c) In accordance with the Structural Efficiency Principle the parties are prepared to commit themselves to the:

(i) acceptance of classification change and new job specifications;

(ii) acceptance in principle that with due consultation between the relevant parties there will be no barriers to opportunity for advancement of employees within the award structure or through access to training;

(iii) co-operation in the transition from the old structure to the new structure in an orderly manner.

(d) In addition the Union gives the following commitments:

(i) preparedness of employees to undertake training associated with wider range of duties;

(ii) acceptance by the Union of the broad award framework and relationships established.

(4) (a) The structural efficiency increases specified in (1)(a) and below shall be added to existing actual rate of pay/base rates of pay for time employees/payment by results employees respectively and shall not be absorbed into any over award bonus payment.

GROUP	STRUCTURAL EFFICIENCY ADJUSTMENT $
F (all others)	10.00
E (rest of Group E)	12.50

D	12.50
C	12.50
B	15.00
A	15.00

31. - PAYMENT OF WAGES

Each worker shall be paid all wages due during the worker's ordinary working hours and not later than two working days following the termination of the usual working week. Provided, however, that where at least 50 per cent of the employees in a factory, workshop or section thereof agree and with the consent in writing of the Secretary of the Union, payment of all wages due may be made in the form a cash transfer to the employee's nominated account. Such transfer shall occur not later than during the forenoon of the second working day following the termination of the working week.

32. – PARENTAL LEAVE

(1) Subject to the terms of this clause employees are entitled to parental leave.

(2) For the purposes of this clause “continuous service” is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

(3) Definitions:

In this clause -

"adoption", in relation to a child, is a reference to a child who -

(i) is not the child or the step-child of the employee or the employee's partner;

(ii) is less than 5 years of age; and

(iii) has not lived continuously with the employee for 6 months or longer;

"continuous service" means service under an unbroken contract of employment and includes -

(i) any period of parental leave; and

(ii) any period of leave or absence authorised by the employer;

"expected date of birth" means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's partner, as the case may be, to give birth to a child;

"parental leave" means leave provided for by subclause (6)(a);

"partner" means a spouse or *de facto* partner.

(4) Entitlement to Parental Leave

(a) Subject to subclauses (6), (7)(a) and (8)(a), an employee, other than a casual employee, is entitled to take up to 52 consecutive weeks of unpaid leave in respect of -

(i) the birth of a child to the employee or the employee's partner; or

(ii) the placement of a child with the employee with a view to the adoption of the child by the employee.

(b) An employee is not entitled to take parental leave unless the employee -

(i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the employer; and

(ii) has given the employer at least 10 weeks written notice of the employee's intention to take the leave.

(c) An employee is not entitled to take parental leave at the same time as the employee's partner but this paragraph does not apply to one week's parental leave -

(i) taken by the employee and the employee's partner immediately after the birth of the child; or

(ii) taken by the employee and the employee's partner immediately after a child has been placed with them with a view to their adoption of the child.

(d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's partner in relation to the same child, except the period of one week's leave referred to in paragraph (c).

(5) Maternity leave to start 6 weeks before birth

A female employee who is pregnant and who has given notice of her intention to take parental leave is to start the leave 6 weeks before the expected date of birth, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.

(6) Medical certificate

An employee who has given notice of the employee's intention to take parental leave, other than for adoption, is to provide to the employer a certificate from a medical practitioner stating that the employee or the employee's partner, as the case may be, is pregnant and the expected date of birth.

(7) Notice of partner's parental leave

(a) An employee who has given notice of the employee's intention to take parental leave or who is actually taking parental leave is to notify the employer of particulars of any period of parental leave taken or to be taken by the employee's partner in relation to the same child.

(b) Any notice given under paragraph (a) is to be supported by a statutory declaration by the employee as to the truth of the particulars notified.

(8) Notice of parental leave details

(a) An employee who has given notice of the employee's intention to take parental leave is to notify the employer of the dates on which the employee wishes to start and finish the leave no less than four weeks before the proposed commencement date.

(b) An employee who is taking parental leave is to notify the employer of any change to the date on which the employee wishes to finish the leave.

(c) The starting and finishing dates of a period of parental leave are to be agreed between the employee and employer.

(9) Return to work after parental leave

(a) An employee shall confirm the employee's intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of parental leave.

(b) On finishing parental leave, an employee is entitled to the position the employee held immediately before starting parental leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (12), to the position the employee held immediately before such transfer.

(c) If the position referred to in paragraph (a) is not available, the employee is entitled to an available position –

(i) for which the employee is qualified; and

(ii) that the employee is capable of performing, most comparable in status and pay to that of the employee's former position.

(d) Where, immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of the position referred to in paragraph (b), that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

(e) Notwithstanding paragraphs (b) and (c) of this clause, an employer and an employee may agree to an alternative return to work such as part-time employment, having regard to

(i) applicable discrimination legislation,

(ii) the requirements of the employee,

(iii) the operational needs of the employer, and

(iv) any other relevant matter.

(10) Effect of parental leave on employment

Absence on parental leave -

(a) does not break the continuity of service of an employee; and

(b) is not to be taken into account when calculating the period of service for the purpose of this Award.

(11) Sick Leave

Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(12) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of this clause.

(13) Variation of Period of Parental Leave

(a) Provided the addition does not extend the parental leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(14) Cancellation of Parental Leave

(a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee or the employee's partner, as the case may be, terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee or an employee's partner, as the case may be, then on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that the employee desires to resume work.

(15) Special Maternity Leave

(a) Where the pregnancy of a female employee not then on parental leave terminates after 28 weeks other than by the birth of a living child then:

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) For the purposes of subclauses (10), (16) and (17) hereof, maternity leave shall include special maternity leave.

(c) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (12), to the position the employee held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which the employee is capable of performing, the employee shall be entitled to a position as nearly comparable in status and salary or wage to that of the employee's former position.

(16) Parental Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (12) and (15) hereof does not exceed 52 weeks:

(a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which the employee is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during absence on parental leave.

(17) Termination of Employment

(a) An employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of the employee's absence on maternity leave or, in the case of a female employee, her pregnancy, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(18) Replacement Employees

(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave.

(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where the employee's employment continues beyond the 12 months qualifying period.

33. - SHIFT WORK

(1) Shifts may be worked by adult workers at such hours as may be agreed upon by the employer and the employees and assented to by the Union in writing.

(2) A worker employed on shift work other than day shift shall be paid 15 per cent more than the prescribed rate of pay for the classification.

34. – SUPERANNUATION

(1) Superannuation Legislation

(a) The Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 legislation as varied from time to time governs the superannuation rights and obligations of the parties.

(b) Notwithstanding (1)(a) above the following provisions apply.

(2) (a) Contributions

The employer shall contribute a minimum of 9% of ordinary time earnings per employee in accordance with subclause 3 of this clause.

(b) Employees' Additional Voluntary Contributions:

Where the rules of the fund allow an employee to make additional contributions to the fund the employer shall, where an election is made, upon the direction of the employee deduct contributions for the employee's wages and pay them to the fund in accordance with the direction of the employee and the rules of the fund.

(3) Compliance, Nomination and Transition

(a) For the purposes of this clause -

(i) the fund or scheme is a complying fund or scheme within the meaning of the *Superannuation Guarantee (Administration) Act 1992* of the Commonwealth; and

(ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;

(b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made. If the employee does not nominate a fund or scheme, or until such time as an employee nominates a fund or scheme, superannuation contribution shall be paid into the default fund.;

(c) The default fund shall be Westscheme Super Fund.

(d) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme within fourteen (14) days;

(e) Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application was forwarded to the Fund.

(f) A nomination or notification of the type referred to in paragraphs (b) and (c) of subclause (3) shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;

(g) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;

(h) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee;

(i) In the event that an employee has not, after 28 days of commencing employment, nominated a complying fund into which contributions may be made, the employer will forward contributions and employee details to the default scheme, Westscheme Super Fund.

(j) Except where the Trust Deed provides otherwise employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.

(k) All contributions into the nominated Fund or scheme shall be paid on a quarterly basis and within thirty (30) days of the end of each month.

(l) For the purpose of this clause the employee's ordinary time earnings are as defined in the *Superannuation Guarantee (Administration) Act 1992)* shall include base classification rate, shift penalties together with any other all purpose allowance or penalty payment for work in ordinary time and shall include in respect of casual employee's the casual loading prescribed by this Award, but shall exclude any payment for overtime worked, vehicle allowances, fares or travelling time allowances (excluding travelling related to distant work) commission or bonus as well as –

(i) periods of unpaid leave or unauthorized absences; or

(ii) annual leave or any other payments paid out on termination.

(m) The employer shall continue to contribute to the nominated fund or scheme on behalf of an employee in receipt of payments under the Workers' Compensation and Injury Management Act 1981 for not more than 52 weeks.

35. - SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

(1) Employees eligible for a supported wage

This clause 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. In the context of this clause, the following definitions will apply:

(a) 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 Supported Wage System: Guidelines and Assessment Process.

(b) Accredited 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.

(c) 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.

(d) Assessment instrument means the form 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.

(2) Eligibility criteria

(a) Employees covered by this clause 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.

(b) The clause 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 current employment.

(c) The Award does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

(3) Supported wage rates

(a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed capacity	% of prescribed award rate
10%	10%

20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(b) Provided that the minimum amount payable shall be not less than as provided by the National Supported Wage System.

(c) Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of capacity

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

(a) the employer and a union party to the Award, in consultation with the employee or, if desired by any of these;

(b) the employer and an Accredited Assessor from a panel agreed by the parties to the Award and the employee.

(5) Lodgement of assessment instrument

(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.

(b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

(6) Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(7) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Award paid on a pro rata basis.

(8) Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall 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 employees in the areas.

(9) Trial period

(a) 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 clause for a trial period not exceeding 12 weeks, except in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(b) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

(c) The minimum amount payable to the employee during the trial period shall be no less than as provided by the National Supported Wage System.

(d) Work trials should include induction or training as appropriate to the job being trialled.

(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4) of this clause.

36. - RELATIONSHIP TO THE NATIONAL TRAINING WAGE AWARD 2000

A party to this award shall comply with the terms of the National Training Wage Award 2000 [AW790899 - PR904174 (No. 277)] and as varied from time to time as though it was a party bound by Clause 3. – Parties Bound of that award.

37. – OTHER LAWS AFFECTING EMPLOYMENT

(1) INDUSTRIAL RELATIONS ACT 1979
www.wairc.wa.gov.au

(2) MINIMUM CONDITIONS OF EMPLOYMENT ACT 1993
www.slp.wa.gov.au

(3) WORKPLACE RELATIONS ACT 1996
www.airc.gov.au or link to http://www.airc.gov.au/procedures/wra/wra.html

(4) SUPERANNUATION GUARANTEE (ADMINISTRATION) ACT 1992
www.austlii.edu.au/au/legis/cth/consol_act/sga1992430/

(5) OCCUPATIONAL SAFETY AND HEALTH ACT 1984
www.safetyline.wa.gov.au

(6) EQUAL OPPORTUNITY ACT 1984
www.oeeo.wa.gov.au

(7) TERMINATION, REDUNDANCY AND INTRODUCTION OF CHANGE GENERAL ORDER
www.wairc.wa.gov.au (under General Orders)
2005 WAIRC 01715
Western Australian Industrial Gazette vol. 85, p. 1667.

(8) LONG SERVICE LEAVE STANDARD PROVISIONS
www.wairc.wa.gov.au (under General Orders)

38. – WHERE TO GO FOR FURTHER INFORMATION

(1) Liquor, Hospitality and Miscellaneous Union

Western Australian Branch
Telephone: 08 9388 5400
Facsimile: 08 9382 3986
Email: lhmuwa@lhmu.org.au

(2) Chamber of Commerce and Industry of Western Australia
180 Hay Street
EAST PERTH WA 6004
Telephone: 08 9365 7555.
Facsimile: 08 9365 7550

(3) Western Australian Industrial Relations Commission
Level 16, 111 St Georges Terrace
PERTH WA 6000
Telephone: 08 9420 4444
Facsimile: 08 9420 4500
Email: webmaster@wairc.wa.gov.au
Web: www.wairc.wa.gov.au
Toll Free: 1800 624 263

(4) Department of Consumer & Employment Protection, Labour Relations
3rd Floor, Dumas House
2 Havelock Street
WEST PERTH WA 6005
Telephone: 08 9222 7700
Facsimile: 08 9222 7777
Email: labourrelations@docep.wa.gov.au
Wageline: 1300 655 266

SCHEDULE A. – RESPONDENTS

Quality Drycleaning & Laundry Services
Clarkson Ocean Keys Shopping Centre Shop 33
Ocean Keys Blv
CLARKSON WA 6030

Quality Dry Cleaning & Laundry Services
Shop 16b Currambine Marketplace
Cnr Shenton Avenue
CURRAMBINE WA 6028

Quality Drycleaning & Laundry Services
Shop 64 Karrinyup Shopping Centre
Karrinyup Road
KARRINYUP WA 6018

Quality Drycleaning & Laundry Services
25 Sheppard Way (cnr Whiley Rd)
MARMION W A 6020

(As at 3 March 1993 - not operating in Dry Cleaning Industry]

(EDIT SCH)

SCHEDULE B - PARTIES TO AWARD

Eric Dry Cleaners

Valiant Dry Cleaners

North Star Steam Laundry and Dry Cleaners

Busselton Dry Cleaners

Four Seasons Dry Cleaners

Eimes Dry Cleaners and Laundry

Alsco Linen Service Pty Ltd

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

(1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:

(a) The employer may refuse the representative access to the records if: -

(i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

DATED at Perth this 24th day of July, 1979.

V A R I A T I O N R E C O R D

DRY CLEANING AND LAUNDRY AWARD 1979AWARD

NO. R 35 OF 1978

Delivered 24/07/79 at 59 WAIG 1033
Consolidated at 63 WAIG 399Sec 93(6)
Consolidation Sec 93(6) at 72 WAIG 1873Sec 93(6)
Consolidation Sec 93(6) at 76 WAIG 550

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles – June, 1998)				
	Del Cl	609/99	06/07/99	79 WAIG 1847

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
Cl.	1703/98	17/08/98	78 WAIG 3516
Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2150
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083, 2346
Cl.	957/05	07/07/06	86 WAIG 1631 & 1875
Cl.	1/07	01/07/07	87 WAIG 1487 & 1757

2. Arrangement

Ins. 2A (Sept 88)	1044/88	11/04/89	68 WAIG 3033
Cl.	760/87	31/05/89	69 WAIG 2112
Del. 2A (Sept 88)	1940/89	08/09/89	69 WAIG 2913
Ins. 2A (Sept 89)	2183/89	06/12/89	70 WAIG 385
Cl.	2181/89(R)	29/03/90	70 WAIG 2257
Ins. 1A	1752/91	31/01/92	72 WAIG 191
8; Del. 2A	809/91(R2)	24/06/92	72 WAIG 1576
Ins. 35	1695/91	18/12/92	73 WAIG 117

Del. Sch. Of Resp & Ins. Sch A. Resp; Ins. Sch. B	79/93	03/03/93	73 WAIG 1031
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
1A. Title	915/96	7/08/96	76 WAIG 3368
Cl; ins (36).	589/97	13/06/97	77 WAIG 1718
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847
Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

(2A. State Wage Principles – September 1988)

Ins. Cl.	1044/88	11/04/89	68 WAIG 3033
Del. Cl.	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles – September 1989)

Ins. Cl.	2183/89	06/12/89	70 WAIG 385
Del. Cl.	809/91(R2)	24/06/92	72 WAIG 1576

3. Scope

4. Area

5. Term

Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

6. Definitions

Cl.	760/87	31/05/89	69 WAIG 2112
(6)	79/93	03/03/93	73 WAIG 1031
Ins. (9)(10)(11)(12)	1207/93	22/09/93	73 WAIG 2692
(6). Del (7) & (8). Ins (13)	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

7. Contract of Service

Ins. (10)	760/87	31/05/89	69 WAIG 2112
Ins. (11)	1695/91	18/12/92	73 WAIG 117
Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

(8. Preference to Unionists)

Deleted by section 88 (3) of the Acts Amendment and Repeal (Industrial Relations) Act (No.2) 1984.

Del. Cl.	809/91(R2)	24/06/92	72 WAIG 1576

(8. Deleted)

Ins. Cl.	809/91(R2)	24/06/92	72 WAIG 1576
Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

8. Types of Employment

9. Hours of Work

Cl.	760/87	31/05/89	69 WAIG 2112
(1),(2)	809/91(R2)	24/06/92	72 WAIG 1576
(2)(f)	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

10. Meal Intervals and Rest Periods

(2)	760/87	31/05/89	69 WAIG 2112

11. Meal Money

Cl.	1044/88	11/04/89	68 WAIG 3033
Cl.	760/87	31/05/89	69 WAIG 2112
(1)	1695/91	18/12/92	73 WAIG 117
(1) – Rate	1330/96	12/11/96	76 WAIG 4986
(1)	686/00	24/11/00	80 WAIG 5558
(1)	997/01	08/01/02	82 WAIG 269
(1)	1026/02	28/01/02	83 WAIG 679
(1)	691/03	11/3/05	85 WAIG 1157

(3)	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158
(1)	103/06	14/02/07	87 WAIG 201

12. Overtime

Cl.	760/87	31/05/89	69 WAIG 2112
Ins. (6)	809/91(R2)	24/06/92	72 WAIG 1576
Del. (3); Renum (4)(5)(6) as (3)(4)(5)	1695/91	18/12/92	73 WAIG 117
(2)	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

(13. Holidays)

Title	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

13. Public Holidays

14. Annual Leave

(4)(a)	760/87	31/05/89	69 WAIG 2112
(1); Del. (7) & (11); Renum (8)-(10) as (7)-(9); Ins. (10) & (11)	809/91(R2)	24/06/92	72 WAIG 1576
Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

(15. Absence Through Sickness)

(3)	760/87	31/05/89	69 WAIG 2112

Title & (1)(b)	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

15. Sick Leave

(4), (5), (6) & (7). Re-num (8) & (9) as (7) & (8). Ins (9), (10), (11) & (12)	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

16. Bereavement Leave

Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

17. Long Service Leave

Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

18. Special Rates

Cl.	1044/88	11/04/89	68 WAIG 3033
Cl.	1695/91	18/12/92	73 WAIG 117
Amnd. Rate	1330/96	12/11/96	76 WAIG 4986
Cl	912/99	27/08/99	79 WAIG 3034
Cl.	686/00	24/11/00	80 WAIG 5558
Cl.	997/01	08/01/02	82 WAIG 269
(Cl)	1026/02	28/01/02	83 WAIG 679
Cl	691/03	11/3/05	85 WAIG 1157
Cl	400/04	23/03/06	86 WAIG 736

Corr preamble	400/04	02/05/06	86 WAIG 1158

19. Mixed Functions

(20. Travelling Time)

Consolidation		03/03/83	63 WAIG 399
Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

20. Travelling Time & Motor Vehicle Allowance

(2)(c)	103/06	14/02/07	87 WAIG 201

(21. Casual Worker)

Del. Cl.	760/87	31/05/89	69 WAIG 2112

(21. Casual Worker/Permanent Part-Time Worker)

Ins. Cl.	760/87	31/05/89	69 WAIG 2112
Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

21. General Conditions & Protective Equipment

Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

22. Location Allowances

Cl.	517/88	01/07/88	68 WAIG 1686
(1), Wording – (13)	834/89	01/07/89	69 WAIG 3217

Cl.	778 & 1065/90	01/07/90	70 WAIG 2995
(1)	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	1/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl	718/01	01/07/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	07/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435

(23. Time and Wages Record)

Ins text.	491/98	16/04/98	78 WAIG 1471
Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

23. Employment Records

24. Right of Entry

Ins.text	2053(1)/97	22/11/97	77 WAIG 3138
Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

(25. General Conditions)

Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

25. Dispute Resolution Procedure

26. Protective Equipment

Del. Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

27. Notice Boards

28. Board of Reference

Del. Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

(29. Liberty to Apply)

Del Title & Clause	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

30. Wages

Cl.	1044/88	11/04/89	68 WAIG 3033
(1)	760/87	31/05/89	69 WAIG 2112
Cl.	2181/89(R)	29/03/90	70 WAIG 2257
Cl.	809/91(R2)	24/06/92	72 WAIG 1576
(l); (2)(a)(iv)	1695/91	18/12/92	73 WAIG 117
(1)	1542/92	01/02/93	73 WAIG 744
(1)	1207/93	22/09/93	73 WAIG 2692
(1)	1571/93	31/01/94	74 WAIG 921
(1)	1328/93	22/03/94	74 WAIG 1560
CL	1133/94	28/04/95	75 WAIG 3284
(1)	335/96	11/06/96	76 WAIG 2416
Rate – (2)(a)(iv)	1330/96	12/11/96	76 WAIG 4986
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1)(a)(b),insert (d); (2)(bb)(iv)	1703/98	17/08/98	78 WAIG 3516
(1)(a)(b) rates, (d) Ins. Text.	609/99	01/08/99	79 WAIG 1847
4)(a)Λ(2)(a)(iv)	912/99	27/08/99	79 WAIG 3034
Correction Order	912/99	27/08/99	79 WAIG 3035
Cl	654/00	01/08/00	80 WAIG 3379
(2(a)(iv)	686/00	24/11/00	80 WAIG 5558
Cl	752/01	01/08/01	81 WAIG 1721
(2)(a)(iv)	997/01	08/01/02	82 WAIG 269
(1)(a) & (b)	797/02	01/08/02	82 WAIG 1369
(2)(a)(iv)	1026/02	28/01/02	83 WAIG 679

Cl.	569/03	5/06/03	83 WAIG 1899 & 2150
Cl	570/04	4/06/04	84 WAIG 1521 & 1694
(2)(a)(iv)	691/03	11/3/05	85 WAIG 1157
Cl.	576/05	07/07/05	86 WAIG 2083, 2349
Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158
Cl.	957/05	07/07/06	86 WAIG 1631 & 1875
(2)(a)(iv)	103/06	14/02/07	87 WAIG 201
Cl.	1/07	01/07/07	87 WAIG 1487 & 1757

31. Payment of Wages

Ins. Cl.	760/87	31/05/89	69 WAIG 2112

(32. Maternity Leave)

Ins. Cl.	760/87	31/05/89	69 WAIG 2112
(3)(d) Replace word 'order' with 'award'	79/93	03/03/93	73 WAIG 1031
Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

32. Parental Leave

33. Shift Work

Ins. Cl.	760/87	31/05/89	69 WAIG 2112

34. Superannuation

Ins. Cl.	2183/89	06/12/89	70 WAIG 385
(5) preamble	79/93	03/03/93	73 WAIG 1031
Ins. Text	599/98	30/06/98	78 WAIG 2559
(2)(a) (Correcting Order)	1026/02	4/02/03	83 WAIG 679 & 845
Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

(35. Award Modernisation and Enterprise Consultation)

Ins. Cl.	1695/91	18/12/92	73 WAIG 117
Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

35. Supported Wage System for Employees with Disabilities

36. Relationship to the National Training Wage Interim Award 1994

Ins. Cl.	589/97	13/06/97	77 WAIG 1718
Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

37. Other Laws Affecting Employment

Title & Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

38. Where to go for Further Information

Title & Cl	400/04	23/03/06	86 WAIG 736

Corr preamble	400/04	02/05/06	86 WAIG 1158

(Appendix - Resolution of Disputes Requirement)

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
Del Title & App	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

(Schedule of Respondents)

Del. Respondents	76/80 Pt 14	06/05/91	71 WAIG 1293
Del. Sch	79/93	03/03/93	73 WAIG 1031

Schedule A - Respondents

Ins. Sch; Resp.	79/93	03/03/93	73 WAIG 1031
Cl	400/04	23/03/06	86 WAIG 736
Corr preamble	400/04	02/05/06	86 WAIG 1158

Schedule B Parties to Award

Ins party	1496/92	15/01/93	73 WAIG 474
Ins. Sch.	79/93	03/03/93	73 WAIG 1031
Text	912/99	27/08/99	79 WAIG 3034
Sch	686/00	24/11/00	80 WAIG 5558

Appendix - S.49B - Inspection of Records Requirements

Ins. Appendix	694/96	16/07/96	76 WAIG 2789

(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471