

COMPARISON DOCUMENT—Hair and Beauty Industry Award 2010 / Plain Language Exposure Draft— Hair and Beauty Industry Award 2020

Please note: this comparison document follows the sequence of the current award and contains plain language award-specific clauses. The Schedules and certain common and standard clauses have not been reproduced

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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Hair and Beauty Industry Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p>	<p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p><i>References to transitional arrangements removed – obsolete</i></p> <p>1.1 This is the <i>Hair and Beauty Industry Award 20XX</i>.</p> <p>1.2 This modern award commenced operation on 1 January 2010. The terms</p>

<p>2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (a) on its own initiative; or (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or (d) in relation to outworker arrangements, on application by an 	<p>of the award have been varied since that date.</p> <p>1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>
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<p>organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</p>	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>Division 2B State award has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>Division 2B State employment agreement has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>enterprise award-based instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>exempt public sector superannuation scheme has the meaning given by</p>	<p><i>References to transitional arrangements removed – obsolete</i></p> <p>2. Definitions</p> <p>In this award:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth).</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the start of their apprenticeship.</p> <p>adult employee means an employee who is 18 years of age or over.</p> <p>apprentice means an employee who is bound by a training agreement registered with the appropriate State or Territory training authority.</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).</p> <p>employee means a national system employee as defined by section 13 of the Act. See also section 30C and 30M of the Act.</p> <p>employer means a national system employer as defined by section 14 of the Act. See also section 30C and 30M of the Act.</p> <p>enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth).</p> <p>Fair Work Regulations means the <i>Fair Work Regulations 2009</i> (Cth).</p> <p>hair and beauty industry is defined in clause 4.2.</p> <p>immediate family has the meaning given by section 12 of the Act.</p> <p>junior employee means an employee who is under 18 years of age.</p>

<p>the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>hair and beauty industry means:</p> <p>(a) performing and/or carrying out of shaving, haircutting, hairdressing, hair trimming, facial waxing, hair curling or waving, beard trimming, face or head massaging, shampooing, wig-making, hair working, hair dyeing, manicuring, eye-brow waxing or lash tinting, or any process or treatment of the hair, head or face carried on, using or engaged in a hairdressing salon, and includes the sharpening or setting of razors in a hairdressing salon; and/or</p> <p>(b) performing and/or carrying out manicures, pedicures, nail enhancement and nail artistry techniques, waxing, eyebrow arching, lash brow tinting, make-up, analysis of skin, development of treatment plans, facial treatments including massage and other specialised treatments such as lymphatic drainage, high frequency body treatments, including full body massage and other specialised treatments using machinery and other cosmetic applications and techniques, body hair removal, including (but not limited to) waxing chemical methods, electrolysis and laser hair removal, aromatherapy and the application of aromatic plant oils for beauty treatments, using various types of electrical equipment for both body and facial treatments</p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>standard rate means the minimum weekly wage for a Hair and Beauty Employee Level 3 in clause 17. Where an allowance is provided for on an hourly basis, a reference to standard rate means 1/38th of the weekly wage referred to above</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair</i></p>	<p>long term casual employee has the meaning given by section 12 of the Act.</p> <p>minimum hourly rate means the minimum hourly rate specified in clause 17—Minimum rates.</p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth).</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the Act.</p> <p>on-hire means the on-hire of an employee by their employer to a client, where the employee works under the general guidance and instruction of the client or a representative of the client.</p> <p>standard weekly rate means the minimum weekly rate for a Hair and beauty employee level 3 in Table 4—Minimum rates.</p> <p>State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p>State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth).</p> <p>Table 1—Facilitative provisions means the Table in clause 7.2.</p> <p>Table 2—Span of ordinary hours means the Table in clause 14.4.</p> <p>Table 3—Entitlements to meal and rest breaks means the Table in clause 16.1.</p> <p>Table 4—Minimum rates means the Table in clause 17.1.</p> <p>Table 5—Junior rates means the Table in clause 17.2.</p> <p>Table 6—Hairdressing apprentice minimum rates (pre-1 January 2014 start) means the Table in clause 18.1(a).</p> <p>Table 7—Hairdressing apprentice minimum rates—has not</p>
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<p><i>Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i></p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p>completed Year 12 (start 1 January 2014 or later) means the Table in clause 18.1(b).</p> <p>Table 8—Hairdressing apprentice minimum rates—has completed Year 12 (start 1 January 2014 or later) means the Table in clause 18.1(b).</p> <p>Table 9—Beauty therapy apprentice minimum rates (pre-1 January 2014 start) means the Table in clause 18.2(a).</p> <p>Table 10—Beauty therapy apprentice minimum rates—has not completed Year 12 (start 1 January 2014 or later) means the table in clause 18.2(b).</p> <p>Table 11—Beauty therapy apprentice minimum rates—has completed Year 12 (start 1 January 2014 or later) means the Table in clause 18.2(c).</p> <p>Table 12—Pre-apprentice minimum rates (pre-1 January 2014 start) means the Table in clause 18.3(a).</p> <p>Table 13—Pre-apprentice minimum rates—has not completed Year 12 (start 1 January 2014 or later) means the Table in clause 18.3(b).</p> <p>Table 14—Pre-apprentice minimum rates—has completed Year 12 (start 1 January 2014 or later) means the Table in clause 18.3(c).</p> <p>Table 15—Trainee and graduate minimum rates means the Table in clause 18.6(b).</p> <p>Table 16—Overtime rates means the Table in clause 22.5.</p> <p>Table 17—Penalty rates means the Table in clause 23.1.</p> <p>Table 18—Period of notice means the Table in clause 33.1(b).</p> <p>training agreement means the apprenticeship training arrangement relevant to the State and Territory apprenticeship legislation that has been entered into by an apprentice and an employer.</p>
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<p>4. Coverage</p> <p>4.1 This award covers employers throughout Australia in the hair and beauty industry and their employees in the classifications listed in clause 17—Minimum weekly wages to the exclusion of any other modern award. The award does not cover employees who perform hair and beauty work in the general retailing, theatrical, amusement and entertainment industries.</p> <p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the</p>	<p>4. Coverage</p> <p>4.1 This industry award covers, to the exclusion of any other modern award:</p> <p>(a) employers in the hair and beauty industry throughout Australia; and</p> <p>(b) employees (with a classification defined in Schedule A—Classification Structure and Definitions of employers mentioned in clause 4.1(a).</p> <p>4.2 In this award hair and beauty industry means carrying out or performing any of the following activities:</p> <p>(a) hair cutting, hair dressing, hair trimming, hair curling, hair waving, shampooing, hair working, hair dyeing; or</p> <p>(b) shaving, beard trimming, or</p> <p>(c) any other process or treatment of the hair, head or face carried out or performed in a hairdressing salon, including the sharpening or setting of razors; or</p> <p>(d) wig-making; or</p> <p>(e) facial or body waxing, face or head massaging; or</p> <p>(f) eyebrow waxing, eyebrow tinting, eyebrow arching, eyelash tinting; or</p> <p>(g) body hair removal including waxing chemical methods, electrolysis and laser hair removal; or</p> <p>(h) manicures, pedicures, nail enhancement and nail artistry techniques; or</p> <p>(i) make-up application, skin analysis, development of treatment plans, facial treatments including massage and other specialised treatments such as lymphatic drainage; or</p> <p>(j) body massage including high frequency body treatments and other specialised treatments using machinery and other cosmetic</p>
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<p>environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.</p>	<p>applications and techniques; or</p> <p>(k) aromatherapy and the application of aromatic plant oils for beauty treatments; or</p> <p>(l) using various types of electrical equipment for both body and facial treatments.</p> <p>4.3 This industry award also covers:</p> <p>(a) on-hire employees working in the hair and beauty industry (with a classification defined in Schedule A—Classification Structure and Definitions) and the on-hire employers of those employees; and</p> <p>(b) apprentices or trainees employed by a group training employer and hosted by an employer covered by this award to work in the hair and beauty industry (with a classification defined in Schedule A—Classification Structure and Definitions) at a location where the employees mentioned in clause 4.1(b) also perform work and the group training employers of those trainees.</p> <p>4.4 However, this industry award does not cover employees who perform hair and beauty work in the general retailing, theatrical, amusement and entertainment industries.</p> <p>4.5 This industry award also does not cover any of the following:</p> <p>(a) employees excluded from award coverage by the Act; or</p> <p>NOTE: See section 143(7) of the Act.</p> <p>(b) employees covered by a modern enterprise award or an enterprise instrument; or</p> <p>(c) employees covered by a State reference public sector modern award or a State reference public sector transitional award; or</p> <p>(d) employers of employees mentioned in clauses 4.5(b) or 4.5(c).</p> <p>4.6 If an employer is covered by more than one award, an employee of the employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and the environment</p>
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	<p>in which it is normally performed.</p> <p>NOTE: An employee working in the hair and beauty industry who is not covered by this industry award may be covered by an award with occupational coverage.</p>
<p>5. Access to award and the National Employment Standards</p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>3.2 The minimum conditions in the NES relate to the following matters:</p> <ul style="list-style-type: none"> (a) maximum weekly hours (Division 3); (b) requests for flexible working arrangements (Division 4); (c) parental leave and related entitlements (Division 5); (d) annual leave (Division 6); (e) personal/carer's leave, compassionate leave and unpaid family and domestic violence leave (Division 7); (f) community service leave (Division 8); (g) long service leave (Division 9); (h) public holidays (Division 10); (i) notice of termination and redundancy pay (Division 11); (j) Fair Work Information Statement (Division 12). <p>3.3 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>3.4 The employer must ensure that copies of this award and of the NES are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.</p>

<p>7. Individual flexibility arrangements</p> <p><i>Provisions not reproduced – common clause</i></p>	<p>5. Individual flexibility arrangements</p> <p><i>Provisions not reproduced – common clause</i></p>																										
<p><i>Clause inserted – proposed new provision</i></p>	<p>7. Facilitative provisions</p> <p>7.1 A facilitative provision allows for the standard approach in an award provision to be changed by agreement between an employer and an individual employee at the workplace.</p> <p>7.2 The following clauses in this award contain facilitative provisions:</p> <p>Table 1—Facilitative provisions</p> <table border="1"> <thead> <tr> <th>Clause</th><th>Provision</th></tr> </thead> <tbody> <tr> <td>10.4</td><td>Variation to hours of part-time employment</td></tr> <tr> <td>11.7</td><td>Casual employment (payment arrangements)</td></tr> <tr> <td>14.9</td><td>Ordinary hours of work (working up to 10.5 ordinary hours on more than one day during a week)</td></tr> <tr> <td>15.1(e)</td><td>Rostering on a Sunday</td></tr> <tr> <td>15.1(f)(iii)</td><td>Consecutive days off (written request for different arrangements)</td></tr> <tr> <td>15.2(c)(i)</td><td>Variation to rostering arrangement to full time employees</td></tr> <tr> <td>16.1</td><td>Breaks (timing of unpaid meal break)</td></tr> <tr> <td>22.6</td><td>Time off instead of payment for overtime</td></tr> <tr> <td>23.2</td><td>Rostered day off—payment for working</td></tr> <tr> <td>24.5</td><td>Annual leave in advance</td></tr> <tr> <td>24.6</td><td>Cashing out of annual leave</td></tr> <tr> <td>29.2</td><td>Substitution of public holidays</td></tr> </tbody> </table>	Clause	Provision	10.4	Variation to hours of part-time employment	11.7	Casual employment (payment arrangements)	14.9	Ordinary hours of work (working up to 10.5 ordinary hours on more than one day during a week)	15.1(e)	Rostering on a Sunday	15.1(f)(iii)	Consecutive days off (written request for different arrangements)	15.2(c)(i)	Variation to rostering arrangement to full time employees	16.1	Breaks (timing of unpaid meal break)	22.6	Time off instead of payment for overtime	23.2	Rostered day off—payment for working	24.5	Annual leave in advance	24.6	Cashing out of annual leave	29.2	Substitution of public holidays
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<p><i>Provisions not reproduced – standard clause</i></p> <p>8A. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced – standard clause</i></p> <p>9. Dispute resolution</p> <p><i>Provisions not reproduced – standard clause</i></p>	<p><i>Provisions not reproduced – standard clause</i></p> <p>31. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced – standard clause</i></p> <p>32. Dispute resolution</p> <p><i>Provisions not reproduced – standard clause</i></p>
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Employment categories</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> • full-time employees; • part-time employees; or • casual employees. <p>10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 An employee covered by this award must be one of the following:</p> <ul style="list-style-type: none"> (a) a full-time employee; or (b) a part-time employee; or (c) a casual employee. <p>8.2 At the time of engaging an employee, the employer must inform the employee of the terms of their engagement, including whether they are engaged as a full-time, part-time or casual employee.</p>
<p><i>Moved from clause 12.10</i></p>	<p>8.3 Moving between types of employment</p> <ul style="list-style-type: none"> (a) A full-time or casual employee can only become a part-time employee with the employee’s written consent. (b) Moving to part-time employment does not affect the continuity of any leave entitlements. (c) A full-time employee: <ul style="list-style-type: none"> (i) may request to become a part-time employee; and (ii) if that request is granted by the employer, may return to full-time employment at a future date agreed in writing with the

	employer.
11. Full-time employees A full-time employee is an employee who is engaged to work an average of 38 hours per week.	9. Full-time employees A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week over a period of no more than 4 weeks. NOTE: See clause 14—Ordinary hours of work for averaging terms.
12. Part-time employees 12.1 A part-time employee is an employee who: <ul style="list-style-type: none"> (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work. 	10. Part-time employees 10.1 A part-time employee is an employee who: <ul style="list-style-type: none"> (a) works less than 38 ordinary hours per week; and (b) has reasonably predictable hours of work.
12.2 At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least: <ul style="list-style-type: none"> • the hours worked each day; • which days of the week the employee will work; • the actual starting and finishing times of each day; • that any variation will be in writing; • that the minimum daily engagement is three hours; and • the times of taking and the duration of meal breaks. 	10.3 At the time of engaging a part-time employee, the employer and the employee must agree in writing on a regular pattern of work. That agreement must include at least all of the following: <ul style="list-style-type: none"> (a) the number of ordinary hours to be worked each day; and (b) the days of the week on which the employee will work; and (c) the times at which the employee will start and finish work each day; and (d) when meal breaks may be taken and their duration; and (e) that the daily engagement is a minimum of 3 consecutive hours; and (f) that any variation will be in writing, including by any electronic means of communication.
12.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.	10.4 The employer and the employee may vary an agreement made under clause 10.3. Any variation must be recorded in writing before the variation occurs.
12.4 The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.	10.5 The employer must keep a copy of any agreement under clause 10.3, and any variation under clause 10.4, and give a copy to the employee.

12.5	An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.	10.2	The minimum daily engagement for a part-time employee is 3 consecutive hours.
12.6	An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.	<i>Moved to clause 11.2</i>	
12.7	A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. Overtime is payable for all hours worked in excess of the agreed number of hours.	10.6	A part-time employee must be paid in accordance with clause 17—Minimum rates.
		10.7	All time worked in excess of the number of ordinary hours agreed under clause 10.3, or varied under clause 10.4, is overtime and must be paid at the overtime rate in accordance with clause 22—Overtime.
12.8	Rosters (a) A part-time employee's roster, but not the agreed number of hours, may be altered by the giving of seven days' notice in writing or in the case of an emergency, 48 hours, by the employer to the employee. (b) Rosters will not be changed from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.	<i>Moved to clause 15.3(d) and (e)</i>	
12.9	Award entitlements A part-time employee will be entitled to payments in respect of annual leave, public holidays, personal/carer's leave and compassionate leave arising under the NES or this award on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.	<i>Clause not reproduced</i>	
12.10	Conversion of existing employees No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time employee who requests part-time work and is given such work may revert to full-time employment on	<i>Moved to clause 8.3</i>	

a specified future date by agreement with the employer and recorded in writing.	
13. Casual employment	11. Casual employees
13.1 A casual employee is an employee engaged as such.	11.1 A casual employee is an employee engaged as such.
<i>Moved from clause 12.6</i>	11.2 An employee who is not covered by clause 9—Full-time employees or clause 10—Part-time employees must be engaged and paid as a casual employee.
13.2 For all work between 7.00 am and 9.00 pm Monday to Friday, a casual will be paid both the hourly rate for a full-time employee and an additional 25% of the ordinary hourly rate.	11.3 An employer must pay a casual employee for each ordinary hour worked between 7.00 am and 9.00 pm Monday to Friday: <ul style="list-style-type: none"> (a) the minimum hourly rate in clause 17—Minimum rates for the classification in which they are employed; plus (b) a loading of 25% of the minimum hourly rate. NOTE: The casual loading is paid instead of entitlements from which casuals are excluded by the terms of this award and the NES. See sections 86 to 93 of the Act.
13.3 For all work performed outside the hours in clause 28.2, except Sundays, a casual employee will be paid the hourly rate for a full-time employee in this award plus 50%. For Sundays, the additional loading will be 100%.	11.4 An employer must pay a casual employee working outside the span of hours in clause 14.4 at the rates specified in clause 23—Penalty rates. 11.5 An employer must pay a casual employee for working overtime as set out in clause 22.3 at the rates specified in clause 22—Overtime.
13.4 The following provisions of this award do not apply to casuals: <ul style="list-style-type: none"> • Clause 14—Termination of employment; • Clause 15—Redundancy; • Clause 21.2—Meal allowances; • Clause 21.4—Excess travelling costs; • Clause 21.5—Travelling time reimbursement; 	<i>Clause not reproduced</i>

<ul style="list-style-type: none"> • Clause 21.8—Transport of employees' reimbursement; • Clause 28—Hours of work; • Clause 29—Notification of rosters; and • Clause 31.2(a)—Overtime and penalty rates. 	
<p>13.5 Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p>	<p>11.7 An employer must pay a casual employee at the end of each engagement, unless the employer and the employee agree that the employee will be paid either weekly or fortnightly.</p>
<p>13.6 The minimum daily engagement of a casual is three hours.</p>	<p>11.6 The minimum daily engagement for a casual employee is 3 consecutive hours.</p>
<p>13.7 Right to request casual conversion</p> <p>(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.</p> <p>(b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.</p> <p>(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.</p> <p>(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.</p>	<p>11.8 Right to request casual conversion</p> <p>(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.</p> <p>(b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.</p> <p>(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.</p> <p>(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.</p>

<p>(e) Any request under this subclause must be in writing and provided to the employer.</p> <p>(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.</p> <p>(g) Reasonable grounds for refusal include that:</p> <ul style="list-style-type: none"> (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b); (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months; (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work. <p>(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.</p> <p>(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure,</p>	<p>(e) Any request under clause 11.8 must be in writing and provided to the employer.</p> <p>(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.</p> <p>(g) Reasonable grounds for refusal include that:</p> <ul style="list-style-type: none"> (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in clause 11.8(b); (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months; (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work. <p>(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.</p> <p>(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.</p> <p>(j) If the employee does not accept the employer's refusal, this will</p>
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<p>the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.</p> <p>(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:</p> <p>(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and</p> <p>(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12.2.</p> <p>(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.</p> <p>(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.</p> <p>(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.</p> <p>(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.</p> <p>(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.</p> <p>(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.</p>	<p>constitute a dispute that will be dealt with under the dispute resolution procedure in clause 32—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.</p> <p>(k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.8, the employer and employee must discuss and record in writing:</p> <p>(i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and</p> <p>(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.</p> <p>(l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.</p> <p>(m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.</p> <p>(n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.8.</p> <p>(o) Nothing in clause 11.8 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.</p> <p>(p) Nothing in clause 11.8 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.</p> <p>(q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of clause 11.8 within the first 12 months of the employee's first engagement to perform work.</p>
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<p>(q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).</p>	<p>(r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.8(q).</p>																				
<p>14. Termination of employment</p> <p>Note: The NES sets out requirements for notice of termination by an employer. See ss.117 and 123 of the Act.</p>	<p>Part 8—Termination of Employment and Redundancy</p> <p>33. Termination of employment</p> <p>NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.</p>																				
<p>14.1 Notice of termination by an employee</p> <p>(a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the Act.</p> <p>(b) An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.</p> <p>Table 1—Period of notice</p> <table data-bbox="286 850 1050 1227"> <tr> <th>Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given</th><th>Column 2 Period of notice</th></tr> <tr> <td>Not more than 1 year</td><td>1 week</td></tr> <tr> <td>More than 1 year but not more than 3 years</td><td>2 weeks</td></tr> <tr> <td>More than 3 years but not more than 5 years</td><td>3 weeks</td></tr> <tr> <td>More than 5 years</td><td>4 weeks</td></tr> </table> <p>Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.</p> <p>(c) In paragraph (b) continuous service has the same meaning as in</p>	Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice	Not more than 1 year	1 week	More than 1 year but not more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks	<p>33.1 Notice of termination by an employee</p> <p>(a) Clause 33.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.</p> <p>(b) An employee must give the employer notice of termination in accordance with Table 18—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.</p> <p>Table 18—Period of notice</p> <table data-bbox="1296 850 2060 1232"> <tr> <th>Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given</th><th>Column 2 Period of notice</th></tr> <tr> <td>Not more than 1 year</td><td>1 week</td></tr> <tr> <td>More than 1 year but not more than 3 years</td><td>2 weeks</td></tr> <tr> <td>More than 3 years but not more than 5 years</td><td>3 weeks</td></tr> <tr> <td>More than 5 years</td><td>4 weeks</td></tr> </table> <p>NOTE: The notice of termination required to be given by an employee is the same as that required of an employer, except that the employee does not have to give additional notice based on the age of the employee, if the employee is over 45 years and has completed at least 2 years' continuous service.</p>	Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice	Not more than 1 year	1 week	More than 1 year but not more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks
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<p>s.117 of the Act.</p> <p>(d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.</p> <p>(e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).</p> <p>(f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.</p> <p>14.2 Job search entitlement</p> <p>Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.</p> <p>14.3 The time off under clause 14.2 is to be taken at times that are convenient to the employee after consultation with the employer.</p>	<p>(c) In clause 33.1(b) continuous service has the same meaning as in section 117 of the Act.</p> <p>(d) If an employee who is at least 18 years old does not give the period of notice required under clause 33.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.</p> <p>(e) If the employer has agreed to a shorter period of notice than that required under clause 33.1(b), then no deduction can be made under clause 33.1(d).</p> <p>(f) Any deduction made under clause 33.1(d) must not be unreasonable in the circumstances.</p> <p>33.2 Job search entitlement</p> <p>(a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.</p> <p>(b) The time off under clause 33.2 is to be taken at times that are convenient to the employee after consultation with the employer.</p>
<p>15. Redundancy</p> <p><i>Provisions not reproduced – standard clause</i></p>	<p>34. Redundancy</p> <p><i>Provisions not reproduced – standard clause</i></p>
<p>Part 4—Classification and Wage Rates</p> <p>16. Classifications</p> <p>16.1 All employees covered by this award must be classified according to the structure set out in Schedule B. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>16.2 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p>13. Classifications</p> <p>13.1 An employer must classify an employee covered by this award in accordance with Schedule A—Classification Structure and Definitions.</p> <p>NOTE: The minimum rates applicable to the classifications in this award are in clause 17—Minimum rates.</p> <p>13.2 The classification by the employer must be based on the competencies that the employee is required to have, and skills that the employee is required to exercise, in order to carry out the principal functions of the employment.</p>

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17. Minimum weekly wages <table><tr><td>Classifications</td><td>Per week \$</td></tr><tr><td>Level 1</td><td>813.60</td></tr><tr><td>Level 2</td><td>833.00</td></tr><tr><td>Level 3</td><td>862.50</td></tr><tr><td>Level 4</td><td>878.50</td></tr><tr><td>Level 5</td><td>904.80</td></tr><tr><td>Level 6</td><td>937.00</td></tr></table>	Classifications	Per week \$	Level 1	813.60	Level 2	833.00	Level 3	862.50	Level 4	878.50	Level 5	904.80	Level 6	937.00	Part 4—Wages and Allowances 17. Minimum rates 17.1 Adult rates An employer must pay an adult employee (other than an apprentice), as defined in clause 2—Definitions, the minimum rate applicable to the employee’s classification for ordinary hours of work as follows: Table 4—Minimum rates <table><tr><td>Classification</td><td>Minimum weekly rate (full-time employees)</td><td>Minimum hourly rate</td></tr><tr><td></td><td>\$</td><td>\$</td></tr><tr><td>Hair and beauty employee level 1</td><td>813.60</td><td>21.41</td></tr><tr><td>Hair and beauty employee level 2</td><td>833.00</td><td>21.92</td></tr><tr><td>Hair and beauty employee level 3</td><td>862.50</td><td>22.70</td></tr><tr><td>Hair and beauty employee level 4</td><td>878.50</td><td>23.12</td></tr><tr><td>Hair and beauty employee level 5</td><td>904.80</td><td>23.81</td></tr><tr><td>Hair and beauty employee level 6</td><td>937.00</td><td>24.66</td></tr></table> NOTE 1: Provisions for calculating rates for casual employees are at clause 11—Casual employees.		Classification	Minimum weekly rate (full-time employees)	Minimum hourly rate		\$	\$	Hair and beauty employee level 1	813.60	21.41	Hair and beauty employee level 2	833.00	21.92	Hair and beauty employee level 3	862.50	22.70	Hair and beauty employee level 4	878.50	23.12	Hair and beauty employee level 5	904.80	23.81	Hair and beauty employee level 6	937.00	24.66
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	NOTE 2: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay for adult employees including casual, overtime, and penalty rates.																
<p>18. Junior rates</p> <p>Junior employees will be paid the following percentage of the appropriate wage rate in clause 17:</p> <table> <tr> <th>Age</th><th>% of adult rate of pay</th></tr> <tr> <td>16 years of age and under</td><td>50</td></tr> <tr> <td>17 years of age</td><td>75</td></tr> <tr> <td>18 years of age</td><td>100</td></tr> </table>	Age	% of adult rate of pay	16 years of age and under	50	17 years of age	75	18 years of age	100	<p>17.2 Junior rates</p> <p>An employer must pay a junior employee, as defined in clause 2—Definitions, at least the minimum percentage of the adult rate applicable to the employee’s classification in clause 17.1 for ordinary hours of work as follows:</p> <p>Table 5—Junior rates</p> <table> <tr> <th>Age</th><th>% of applicable adult rate</th></tr> <tr> <td>Under 16 years of age</td><td>50</td></tr> <tr> <td>16 years of age</td><td>50</td></tr> <tr> <td>17 years of age</td><td>75</td></tr> </table> <p>NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay for junior employees including casual, overtime and penalty rates.</p>	Age	% of applicable adult rate	Under 16 years of age	50	16 years of age	50	17 years of age	75
Age	% of adult rate of pay																
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<p>19. Apprentices and trainees</p>	<p>18. Apprentice, trainee and graduate rates</p> <p>NOTE 1: See Schedule B—Summary of Hourly Rates of Pay for a summary of rates of pay for apprentices and trainees including overtime and penalty rates.</p> <p>NOTE 2: The standard weekly rate is defined in clause 2—Definitions as the minimum weekly rate for a hair and beauty employee level 3, set out in clause 17.1.</p>																
<p>19.1 Minimum rates for hairdressing apprentices</p> <p>(a) The minimum award rates of pay for hairdressing apprentices who commenced before 1 January 2014 are:</p> <table> <tr> <th>Year of apprenticeship</th><th>% of standard rate</th></tr> </table>	Year of apprenticeship	% of standard rate	<p>18.1 Minimum rates for hairdressing apprentices</p> <p>An employer must pay an apprentice completing a hairdressing apprenticeship as follows:</p> <p>(a) An apprentice who began their apprenticeship before 1 January 2014:</p>														
Year of apprenticeship	% of standard rate																

<table><tr><td>1st year – first 3 months</td><td>35</td></tr><tr><td>1st year – thereafter</td><td>45</td></tr><tr><td>2nd year</td><td>55</td></tr><tr><td>3rd year</td><td>77</td></tr><tr><td>4th year (if applicable)</td><td>90</td></tr></table>	1st year – first 3 months	35	1st year – thereafter	45	2nd year	55	3rd year	77	4th year (if applicable)	90	<table><tr><td colspan="4">Table 6—Hairdressing apprentice minimum rates (pre-1 January 2014 start)</td></tr><tr><td>Year of apprenticeship</td><td>% of the standard weekly rate</td><td>Minimum weekly rate</td><td>Minimum hourly rate</td></tr><tr><td>1st year—first 3 months</td><td>35%</td><td>\$301.88</td><td>\$7.94</td></tr><tr><td>1st year—after first 3 months</td><td>45%</td><td>\$388.13</td><td>\$10.21</td></tr><tr><td>2nd year</td><td>55%</td><td>\$474.38</td><td>\$12.48</td></tr><tr><td>3rd year</td><td>77%</td><td>\$664.13</td><td>\$17.48</td></tr><tr><td>4th year (if applicable)</td><td>90%</td><td>\$776.25</td><td>\$20.43</td></tr></table>	Table 6—Hairdressing apprentice minimum rates (pre-1 January 2014 start)				Year of apprenticeship	% of the standard weekly rate	Minimum weekly rate	Minimum hourly rate	1st year—first 3 months	35%	\$301.88	\$7.94	1st year—after first 3 months	45%	\$388.13	\$10.21	2nd year	55%	\$474.38	\$12.48	3rd year	77%	\$664.13	\$17.48	4th year (if applicable)	90%	\$776.25	\$20.43				
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<div>19.2</div> <div>Minimum rates for beauty therapy apprentices</div> <div>(a) The minimum award rates of pay for beauty therapy apprentices who commenced before 1 January 2014 are:</div> <table><tr><th>Year of apprenticeship</th><th>% of standard rate</th></tr><tr><td>1st year</td><td>45</td></tr><tr><td>2nd year</td><td>60</td></tr><tr><td>3rd year</td><td>80</td></tr><tr><td>4th year</td><td>90</td></tr></table>	Year of apprenticeship	% of standard rate	1st year	45	2nd year	60	3rd year	80	4th year	90	<div>18.2</div> <div>Minimum rates for beauty therapy apprentices</div> <div>An employer must pay an apprentice completing a beauty therapy apprenticeship as follows:</div> <div>(a) An apprentice who began their apprenticeship before 1 January 2014:</div> <div>Table 9—Beauty therapy apprentice minimum rates (pre-1 January 2014 start)</div> <table><tr><th>Year of apprenticeship</th><th>% of the standard weekly rate</th><th>Minimum weekly rate</th><th>Minimum hourly rate</th></tr><tr><td>1st year</td><td>45%</td><td>\$388.13</td><td>\$10.21</td></tr><tr><td>2nd year</td><td>60%</td><td>\$517.50</td><td>\$13.62</td></tr><tr><td>3rd year</td><td>80%</td><td>\$690.00</td><td>\$18.16</td></tr><tr><td>4th year</td><td>90%</td><td>\$776.25</td><td>\$20.43</td></tr></table>	Year of apprenticeship	% of the standard weekly rate	Minimum weekly rate	Minimum hourly rate	1st year	45%	\$388.13	\$10.21	2nd year	60%	\$517.50	\$13.62	3rd year	80%	\$690.00	\$18.16	4th year	90%	\$776.25	\$20.43
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<div>(b) The minimum award rates for beauty therapy apprentices who commenced on or after 1 January 2014 are:</div>	<div>(b) An apprentice who has not completed Year 12 and who began the apprenticeship on or after 1 January 2014:</div> <div>Table 10—Beauty therapy apprentice minimum rates—has not completed Year 12 (start 1 January 2014 or later)</div>																														

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<div>(c) An apprentice who has completed Year 12 and who began the apprenticeship on or after 1 January 2014:</div> <div>Table 11—Beauty therapy apprentice minimum rates—has completed Year 12 (start 1 January 2014 or later)</div> <table><tr><td><div><div>Has completed Year 12</div><div>Year of apprenticeship</div></div></td><td><div>% of the standard weekly rate</div></td><td><div>Minimu m weekly rate</div></td><td><div>Minimum hourly rate</div></td></tr><tr><td>1st year</td><td>55%</td><td>\$474.38</td><td>\$12.48</td></tr><tr><td>2nd year</td><td>65%</td><td>\$560.63</td><td>\$14.75</td></tr><tr><td>3rd year</td><td>80%</td><td>\$690.00</td><td>\$18.16</td></tr><tr><td>4th year (if applicable)</td><td>90%</td><td>\$776.25</td><td>\$20.43</td></tr></table>					<div><div>Has completed Year 12</div><div>Year of apprenticeship</div></div>	<div>% of the standard weekly rate</div>	<div>Minimu m weekly rate</div>	<div>Minimum hourly rate</div>	1st year	55%	\$474.38	\$12.48	2nd year	65%	\$560.63	\$14.75	3rd year	80%	\$690.00	\$18.16	4th year (if applicable)	90%	\$776.25	\$20.43
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<div>19.3 Minimum rates for pre-apprentices</div> <div>(a) The minimum award rates of pay for pre-apprentices who commenced before 1 January 2014 are:</div> <table><tr><td><div>Year of apprenticeship</div></td><td><div>% of standard rate</div></td></tr><tr><td>1st six months</td><td>45</td></tr></table>			<div>Year of apprenticeship</div>	<div>% of standard rate</div>	1st six months	45	<div>18.3 Minimum rates for pre-apprentices</div> <div>An employer must pay a pre-apprentice as follows:</div> <div>(a) A pre-apprentice who began their apprenticeship before 1 January 2014:</div> <div>Table 12—Pre-apprentice minimum rates (pre-1 January 2014 start)</div>																	
<div>Year of apprenticeship</div>	<div>% of standard rate</div>																							
1st six months	45																							

Next 12 months			55	<div><div>Year of apprenticeship</div><div>% of the standard weekly rate</div><div>Minimum weekly rate</div><div>Minimum hourly rate</div></div>							
Next 12 months			77								
					1st 6 months	45%	\$388.13	\$10.21			
					Next 12 months	55%	\$474.38	\$12.48			
					Next 12 months	77%	\$664.13	\$17.48			
<div>(b) The minimum award rates of pay for pre-apprentices who commenced on or after 1 January 2014 are:</div>				<div>(b) A pre-apprentice who has not completed Year 12 and who began the apprenticeship on or after 1 January 2014:</div>							
				<div>Table 13—Pre-apprentice minimum rates—has not completed Year 12 (start 1 January 2014 or later)</div>							
Year of apprenticeship		% of standard rate for apprentices who have not completed year 12	% of standard rate for apprentices who have completed year 12	<div><div>Has not completed Year 12</div><div>Year of apprenticeship</div><div>% of the standard weekly rate</div><div>Minimum weekly rate</div><div>Minimum hourly rate</div></div>							
1st six months		50	55	1st 6 months					50%	\$431.25	\$11.35
Next six months		55	55	Next 6 months					55%	\$474.38	\$12.48
Next six months		60	65	Next 6 months					60%	\$517.50	\$13.62
Next 12 months		77	77	Next 12 months					77%	\$664.13	\$17.48
				<div>(c) A pre-apprentice who has completed Year 12 and who began the apprenticeship on or after 1 January 2014:</div>							
				<div>Table 14—Pre-apprentice minimum rates—has completed Year 12 (start 1 January 2014 or later)</div>							
Year of apprenticeship		% of standard rate for apprentices who have not completed year 12	% of standard rate for apprentices who have completed year 12	<div><div>Has completed Year 12</div><div>Year of apprenticeship</div><div>% of the standard weekly rate</div><div>Minimum weekly rate</div><div>Minimum hourly rate</div></div>							
1st six months		50	55	1st 6 months					55%	\$474.38	\$12.48
Next six months		55	55	Next 6 months					55%	\$474.38	\$12.48

		Next 6 months	65%	\$560.63	\$14.75
		Next 12 months	77%	\$664.13	\$17.48
<p>19.4 Adult apprentices</p> <p>(a) The minimum award rates of pay for adult apprentices who commenced on or after 1 January 2014 and are in the first year of their apprenticeship are 80% of the minimum wage for a Hair and Beauty Employee Level 3 in clause 17, or the rate prescribed by clause 19.1, 19.2 or 19.3 for the relevant year of the apprenticeship, whichever is the greater.</p> <p>(b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 17—Minimum weekly wages, or the rate prescribed by clause 19.1, 19.2 or 19.3 for the relevant year of the apprenticeship, whichever is the greater.</p> <p>(c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 17 in which the adult apprentice was engaged immediately prior to entering into the training agreement.</p>	<p>18.4 Minimum rates for adult apprentices</p> <p>NOTE: Adult apprentice is defined in clause 2—Definitions.</p> <p>(a) An employer must pay an adult apprentice who is in the first year of their apprenticeship, and is not an existing employee, at least the greater of either:</p> <p>(i) 80% of the standard weekly rate; or</p> <p>(ii) the rate set out in clause 18.1, 18.2 or 18.3, as applicable, for the first year of the apprenticeship.</p> <p>(b) An employer must pay an adult apprentice who is in the second or a subsequent year of their apprenticeship at least the greater of either:</p> <p>(i) the lowest rate in clause 17.1;</p> <p>(ii) the rate set out in clause 18.1, 18.2 or 18.3, as applicable, for the relevant year of the apprenticeship.</p> <p>(c) Clause 18.4(d) applies to an employee who is employed by an employer under this award immediately before entering into a training agreement as an adult apprentice with that employer:</p> <p>(i) as a full-time employee for not less than 6 months; or</p> <p>(ii) as a part-time or long term casual employee for not less than 12 months.</p> <p>(d) The adult apprentice must continue to receive the minimum rate in clause 17—Minimum rates that applies to the classification in which they were employed immediately before they entered into the training agreement.</p>				
<p>19.5 Apprentice conditions of employment</p> <p>(a) Except as provided in this clause or where otherwise stated, all</p>	<p>12. Apprentices</p> <p>12.1 An employer may engage apprentices.</p>				

<p>conditions of employment specified in this award apply to apprentices.</p> <p>(b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(c) For the purposes of clause 19.5(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p> <p>(d) The amount payable by an employer under clause 19.5(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p> <p>(e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p>	<p>12.2 Any engagement must be in accordance with the law regulating apprenticeships in force in the place in which the apprentice is engaged.</p> <p>12.3 This award applies to an apprentice in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.</p> <p>12.4 An employer must pay an apprentice in accordance with clause 18—Apprentice, trainee and graduate rates.</p> <p>12.5 Except in an emergency, an employer must not require an apprentice to work overtime or shiftwork at any time that would prevent their attendance at training in accordance with their training agreement.</p> <p>12.6 Training</p> <p>(a) An employer must release an apprentice from work to attend training or any assessment in accordance with their training agreement without loss of pay or continuity of employment.</p> <p>(b) Subject to Schedule E—School-based Apprentices, time spent by an apprentice in attending training or any assessment in accordance with their training agreement is to be regarded as time worked for the employer for the purpose of calculating the apprentice's wages and determining the apprentice's employment conditions.</p> <p>(c) An employer must reimburse an apprentice for all fees paid by the apprentice themselves to a registered training organisation (RTO) for courses that the apprentice is required to attend, and all costs incurred by the apprentice in purchasing textbooks (not provided or otherwise made available by the employer) that the apprentice is required to study, for the purposes of the apprenticeship.</p> <p>(d) The employer must make any reimbursement required under clause 12.6(c) by whichever of the following is the later:</p> <p>(i) within 6 months after starting the apprenticeship; or</p> <p>(ii) within 6 months after the relevant stage of the apprenticeship; or</p> <p>(iii) within 3 months after starting the training provided by the</p>
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<p>(f) An employer may meet its obligations under clause 19.5(e) by paying any fees and/or cost of textbooks directly to the RTO.</p> <p>(g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>(h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.</p> <p>(i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.</p>	<p>RTO.</p> <p>(e) Reimbursement under clause 12.6(c) is subject to the employer being satisfied that the apprentice is making satisfactory progress in the apprenticeship.</p> <p>12.7 Block release training</p> <p>(a) Clause 12.7 applies to an apprentice who is required to attend block release training in accordance with their training agreement.</p> <p>(b) If the training requires an overnight stay, the employer must pay for the reasonable travel costs incurred by the apprentice in travelling to and from the training.</p> <p>(c) The employer is not obliged to pay costs under clause 12.7(b) if the apprentice could have attended training at a closer venue and attending the more distant training had not been agreed between the employer and the apprentice.</p> <p>(d) Reasonable travel costs in clause 12.7(b) include:</p> <ul style="list-style-type: none"> (i) the total cost of reasonable transportation (including transportation of tools, where required) to and from the training; and (ii) accommodation costs; and (iii) reasonable expenses, including for meals, incurred which exceed those incurred in the normal course of travelling to and from the workplace. <p>(e) Reasonable costs in clause 12.7(b) do not include payment for travelling time or expenses incurred while not travelling to and from the block release training.</p> <p>(f) The amount an employer must pay under clause 12.7(b) may be reduced by any amount that the apprentice has received, or was eligible to receive, for travel costs to attend block release training under a Government apprentice assistance scheme.</p> <p>(g) The employer may only make a reduction under clause 12.7(f) for</p>
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		an amount that an apprentice was eligible to receive, but did not receive, if the employer advised the apprentice in writing of the availability of the assistance and the apprentice choose not to seek it.																				
		<div><div>18.6</div><div>Trainees and graduates</div></div> <div><div>(a)</div><div>The following definitions apply to clause 18.6:</div></div> <div><div>(i)</div><div>a hairdressing trainee is a person undertaking an accredited training program by delivery means other than an apprenticeship with the aim of achieving a Certificate III in Hairdressing;</div></div> <div><div>(ii)</div><div>a hairdressing graduate is a person who has undertaken an accredited training program by delivery means other than an apprenticeship and who has, as a result, achieved a Certificate III in Hairdressing;</div></div> <div><div>(iii)</div><div>a beauty therapy graduate is a person who has undertaken an accredited training program by delivery means other than as an apprenticeship and who has, as a result, achieved a Diploma in Beauty Therapy.</div></div> <div>NOTE: The trainees and graduates defined in clause 18.6(a) are not covered by clause 17.4—National training wage.</div>																				
19.6	<div>The minimum rate of pay for full-time hairdressing trainees and graduates are:</div> <table><tr><th>Year of study</th><th>% of standard rate</th></tr><tr><td>Less than 1000 hours of full-time accredited training</td><td>55</td></tr><tr><td>At least 1000 hours but less than 2000 hours of full-time accredited training</td><td>75</td></tr><tr><td>Hairdressing Graduate (first 12 months)</td><td>92.5</td></tr></table>	Year of study	% of standard rate	Less than 1000 hours of full-time accredited training	55	At least 1000 hours but less than 2000 hours of full-time accredited training	75	Hairdressing Graduate (first 12 months)	92.5	<div><div>(b)</div><div>An employer must pay full-time trainees and graduates at least as follows:</div></div> <div>Table 15—Trainee and graduate minimum rates</div> <table><tr><th>Year of study</th><th>% of the standard weekly rate</th><th>Minimum weekly rate</th><th>Minimum hourly rate</th></tr><tr><td colspan="4">Hairdressing</td></tr><tr><td>Full-time trainee —less than 1000 hours of full-time</td><td>55%</td><td>\$474.38</td><td>\$12.48</td></tr></table>	Year of study	% of the standard weekly rate	Minimum weekly rate	Minimum hourly rate	Hairdressing				Full-time trainee —less than 1000 hours of full-time	55%	\$474.38	\$12.48
Year of study	% of standard rate																					
Less than 1000 hours of full-time accredited training	55																					
At least 1000 hours but less than 2000 hours of full-time accredited training	75																					
Hairdressing Graduate (first 12 months)	92.5																					
Year of study	% of the standard weekly rate	Minimum weekly rate	Minimum hourly rate																			
Hairdressing																						
Full-time trainee —less than 1000 hours of full-time	55%	\$474.38	\$12.48																			

19.7	The minimum rate of pay for a full-time beauty therapy graduate for the first 12 months is:					
Year of study		% of standard rate				
Beauty Therapy Graduate (first 12 months)		92.5				

<p>without being given 24 hours' notice after the employee's ordinary time of ending work will be either provided with a meal or paid a meal allowance of \$18.99. Where such overtime work exceeds four hours a further meal allowance will be paid.</p> <p>(b) No meal allowance will be payable where any employee could reasonably return home for a meal within the period allowed.</p>	<p>meal allowance of \$18.99 or supply the employee with a meal if all of the following apply:</p> <ul style="list-style-type: none"> (i) the employee is required to work overtime of more than one hour on any day after the time at which the employee ordinarily finishes work for the day; and (ii) the employee was not given at least 24 hours' notice of that overtime requirement; and (iii) the employee cannot reasonably return home for a meal in their meal break. <p>(b) If the overtime mentioned in clause 20.5(a) is more than 4 hours, then the employer must pay the employee a further meal allowance of \$18.99.</p>
<p>21.3 Special clothing</p> <p>Where the employer requires an employee to wear any protective or special clothing such as a uniform dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is necessary due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p>	<p>20.7 Special clothing allowance</p> <p>If an employer requires an employee to wear any article of clothing, such as a uniform, dress, protective or other clothing (special clothing), then the employer must:</p> <ul style="list-style-type: none"> (a) supply the special clothing to the employee; or (b) pay for the special clothing; or (c) reimburse the employee for the costs of purchasing the special clothing and of replacing it as necessary because of normal wear and tear.
<p>21.4 Excess travelling costs</p> <p>Where an employee is required by their employer to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.</p>	<p>20.11 Excess travelling cost</p> <p>If an employer requires a full-time or part-time employee to move from one branch or shop to another for a period of up to 3 weeks, then the employer must reimburse the employee any additional costs they incur in travelling to and from those branches or shops.</p>
<p>21.5 Travelling time reimbursement</p> <p>(a) An employee who on any day is required to work at a place away</p>	<p>20.9 Travelling time reimbursement</p> <p>(a) If an employer requires a full-time or part-time employee to work</p>

<p>from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>(b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and return thereto.</p> <p>(c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.</p>	<p>on any day at a place other than their usual place of work, then the employer must:</p> <p>(i) pay the employee for any extra time reasonably spent travelling to and from work in excess of their normal travel times, as calculated under clause 20.9(b) at the rates set out in clause 20.9(c); and</p> <p>(ii) reimburse the employee for any additional costs incurred in travelling to and from the other place of work.</p> <p>(b) The employer must pay the amounts in clause 20.9(c) for the extra time the employee spends travelling:</p> <p>(i) both ways between the employee's residence and the other place of work; or</p> <p>(ii) if the employer provides transport from a pick-up point, both ways between the employee's residence and that pick-up point.</p> <p>(c) The employer must pay the employee for the travelling time calculated under clause 20.9(b):</p> <p>(i) on Monday to Saturday, at their minimum hourly rate; or</p> <p>(ii) on Sunday or a public holiday, at 150% of their minimum hourly rate of pay.</p>
<p>21.6 Transfer of employee reimbursement</p> <p>Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.</p>	<p>20.12 Moving expenses</p> <p>(a) Clause 20.12 applies if an employer transfers an employee from one township to another.</p> <p>(b) The employer must pay the total cost (including fares and other transport charges) of moving the employee and any members of the employee's immediate family, as defined in clause 2—Definitions, who reside in the employee's household.</p>
<p>21.7 Transport allowance</p> <p>Where an employer requests an employee to use their own motor vehicle</p>	<p>20.6 Motor vehicle allowance</p> <p>If an employer requires an employee to use their own motor vehicle in</p>

<p>in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.</p>	<p>performing their duties, then the employer must pay the employee an allowance of \$0.78 for each kilometre travelled in performing duties.</p>
<p>21.8 Transport of employees' reimbursement</p> <p>(a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.</p> <p>(b) Provided always that an employee may elect to provide their own transport.</p>	<p>20.10 Transport of employee reimbursement</p> <p>(a) An employer must reimburse a full-time or part-time employee's travel costs as calculated under clause 20.10(b) if all of the following apply:</p> <ul style="list-style-type: none"> (i) the employee starts or finishes work on any day after 10.00 pm or before 7.00 am; and (ii) the employee's regular means of transport is not available; and (iii) the employee is unable to arrange their own alternative transport; and (iv) the employer does not provide or arrange transport for the employee, at no cost to the employee. <p>(b) The employer must reimburse the employee for any cost they reasonably incur in taking a commercial passenger vehicle:</p> <ul style="list-style-type: none"> (i) from their usual place of residence to their place of work; or (ii) from their place of work to their usual place of residence, whichever is applicable. <p>(c) Nothing in clause 20.10 prevents an employee from choosing to provide their own transport.</p>
<p>21.9 First aid allowance</p> <p>Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty they will be paid an extra of 1.3% of the standard rate each week.</p>	<p>20.3 First aid allowance</p> <p>An employer must pay a first aid allowance of \$11.21 per week to an employee who:</p> <ul style="list-style-type: none"> (a) has an appropriate current first aid qualification; and (b) is appointed by the employer to perform first aid duty.

<p>21.10 Tool allowance</p> <p>(a) The employer must reimburse the employee for the cost of all electrical equipment necessary for carrying out their work. This provision does not apply where electrical equipment is provided at the employer's expense.</p> <p>(b) Where an employee is required to use their own tools the employer must pay to the employee a tool allowance of \$8.99 per week.</p>	<p>20.8 Tool allowance</p> <p>(a) If an employer requires an employee to provide and use their own tools, then the employer must pay the employee a tool allowance of \$8.99 per week.</p> <p>(b) The employer must reimburse an employee for the cost of purchasing any electrical equipment that is necessary for carrying out their work and that is not supplied or paid for by the employer.</p>								
<p>21.11 Adjustment of expense related allowances</p> <p>At the time of any adjustment to the standard rate, each expense related allowance must be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table data-bbox="212 853 1075 1228"> <thead> <tr> <th>Allowance</th><th>Applicable Consumer Price Index figure</th></tr> </thead> <tbody> <tr> <td>Meal allowance</td><td>Take away and fast foods sub-group</td></tr> <tr> <td>Transport allowance</td><td>Private motoring sub-group</td></tr> <tr> <td>Tool allowance</td><td>Tools and equipment for house and garden component of household appliances, utensils and tools sub-group</td></tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Transport allowance	Private motoring sub-group	Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group	<p><i>Moved to Schedule C—Summary of Monetary Allowances—clause C.2.2</i></p>
Allowance	Applicable Consumer Price Index figure								
Meal allowance	Take away and fast foods sub-group								
Transport allowance	Private motoring sub-group								
Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group								
<p>22. Broken Hill</p> <p>An employee in the County of Yancowinna in NSW (Broken Hill) will in addition to all other payments be paid an allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.</p>	<p>20.4 Broken Hill allowance</p> <p>The employer must pay an employee at a workplace within the County of Yancowinna in New South Wales (Broken Hill) an allowance of \$36.92 per week. This allowance is in addition to all other payments.</p>								

23. Accident pay	
24. Superannuation <i>Provisions not reproduced – common clause</i>	21. Superannuation <i>Provisions not reproduced – common clause</i>
25. Payment of wages 25.1 Wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight or may be averaged over a period of a fortnight.	19. Payment of wages NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid. 19.1 The employer may determine the pay period of an employee as being either weekly or fortnightly. 19.2 Wages paid for a pay period may be for the actual number of hours worked by the employee in the pay period or they may be averaged over a fortnight.
25.2 Payment on termination of employment <p>(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:</p> <ul style="list-style-type: none"> (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and (ii) all other amounts that are due to the employee under this award and the NES. <p>(b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.</p> <p>Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.</p> <p>Note 2: Paragraph (b) allows the Commission to make an order delaying</p>	19.3 Payment on termination of employment <p>(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:</p> <ul style="list-style-type: none"> (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and (ii) all other amounts that are due to the employee under this award and the NES. <p>(b) The requirement to pay wages and other amounts under clause 19.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.</p> <p>NOTE 1: Section 117(2) of the Act provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.</p> <p>NOTE 2: Clause 19.3(b) allows the Commission to make an order</p>

<p>the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.</p> <p>Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.</p>	<p>delaying the requirement to make a payment under clause 19.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.</p> <p>NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.</p>
<p>26. Supported wage</p> <p>See Schedule C</p>	<p>17.3 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.</p>
<p>27. National training wage</p> <p>27.1 Schedule E to the <i>Miscellaneous Award 2020</i> sets out minimum wage rates and conditions for employees undertaking traineeships.</p> <p>27.2 This award incorporates the terms of Schedule E to the <i>Miscellaneous Award 2020</i> as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the <i>Miscellaneous Award 2020</i> is to be read as referring to the <i>Hair and Beauty Industry Award 2010</i> and not the <i>Miscellaneous Award 2020</i>.</p>	<p>17.4 National training wage</p> <p>(a) Schedule E to the <i>Miscellaneous Award 2020</i> sets out minimum rates and conditions for employees undertaking traineeships.</p> <p>(b) This award incorporates the terms of Schedule E to the <i>Miscellaneous Award 2020</i> as at 1 July 2019. For that purpose, any reference to “this award” in Schedule E to the <i>Miscellaneous Award 2020</i> is to be read as referring to the <i>Hair and Beauty Industry Award 20XX</i> and not to the <i>Miscellaneous Award 2020</i>.</p>
<p>Part 5—Ordinary Hours of Work</p> <p>28. Hours of work</p> <p>28.1 This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.</p>	<p>Part 3—Hours of Work</p> <p>14. Ordinary hours of work</p> <p>14.1 Clause 14 applies to full-time and part-time employees.</p> <p>14.2 The ordinary hours of work for a full-time employee are an average of 38 ordinary hours per week worked in a period of no more than 4 weeks.</p> <p>14.3 The ordinary hours of work for a part-time employee are as agreed under clause 10—Part-time employees.</p> <p>14.10 Clause 14 does not operate to limit or increase or in any way alter the trading hours of any employer as determined by any relevant State or</p>

	Territory legislation.																
<p>28.2 Ordinary hours</p> <p>(a) Ordinary hours must not exceed an average of 38 per week and may be worked within the following spread of hours:</p> <table> <tr> <th>Days</th><th>Spread of hours</th></tr> <tr> <td>Monday to Friday, inclusive</td><td>7.00 am–9.00 pm</td></tr> <tr> <td>Saturday</td><td>7.00 am–6.00 pm</td></tr> <tr> <td>Sunday</td><td>10.00 am–5.00 pm</td></tr> </table>	Days	Spread of hours	Monday to Friday, inclusive	7.00 am–9.00 pm	Saturday	7.00 am–6.00 pm	Sunday	10.00 am–5.00 pm	<p>14.4 Ordinary hours may be worked by an employee within the following span of hours:</p> <p>Table 2—Span of ordinary hours</p> <table> <tr> <th>Days</th><th>Span of hours</th></tr> <tr> <td>Monday to Friday, inclusive</td><td>7.00 am – 9.00 pm</td></tr> <tr> <td>Saturday</td><td>7.00 am – 6.00 pm</td></tr> <tr> <td>Sunday</td><td>10.00 am – 6.00 pm</td></tr> </table>	Days	Span of hours	Monday to Friday, inclusive	7.00 am – 9.00 pm	Saturday	7.00 am – 6.00 pm	Sunday	10.00 am – 6.00 pm
Days	Spread of hours																
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Days	Span of hours																
Monday to Friday, inclusive	7.00 am – 9.00 pm																
Saturday	7.00 am – 6.00 pm																
Sunday	10.00 am – 6.00 pm																
<p>(b) Hours of work on any day will be continuous, except for rest periods and meal breaks.</p>	<p>14.6 Ordinary hours of work are continuous, except for rest breaks and meal breaks as specified in clause 16—Breaks.</p>																
<p>28.3 Maximum hours on a day</p> <p>An employee may be rostered to work up to a maximum of nine hours on any day, except that an employee may be rostered to work one 10.5 hour day per week and by mutual agreement in writing, a second 10.5 hour day.</p>	<p>14.7 The maximum number of ordinary hours that can be worked on any day is 9 hours, except as provided by clauses 14.8 and 14.9.</p> <p>14.8 An employer may roster an employee to work 10.5 ordinary hours on one day per week.</p> <p>14.9 An employer and employee may agree in writing that the employer may roster the employee to work 10.5 ordinary hours on a second day during that week.</p>																
<p>28.4 38 hour week rosters for full-time employees</p> <p>A full-time employee will be rostered for an average of 38 ordinary hours per week, worked in any of the following forms:</p> <p>(a) 38 ordinary hours in one week;</p> <p>(b) 76 ordinary hours in two consecutive weeks;</p> <p>(c) 114 ordinary hours in three consecutive weeks;</p> <p>(d) 152 ordinary hours in four consecutive weeks.</p>	<p>14.5 A full-time employee can work an average of 38 ordinary hours per week in a period of no more than 4 weeks in one of the following ways:</p> <p>(a) 38 ordinary hours in one week;</p> <p>(b) 76 ordinary hours in 2 consecutive weeks;</p> <p>(c) 114 ordinary hours in 3 consecutive weeks;</p> <p>(d) 152 ordinary hours in 4 consecutive weeks.</p>																

<p>29. Notification of rosters</p> <p>29.1 The employer will provide permanent employees with a written roster (which may be accessible by electronic means).</p> <p>(a) the roster must show for each employee:</p> <p>(i) the number of ordinary hours to be worked each week;</p> <p>(ii) the days of the week on which work is to be performed; and</p> <p>(iii) the times at which they start and finish work.</p> <p>29.2 Rosters for permanent employees must be notified to employees at least 14 days in advance.</p> <p>29.3 A full time employee's roster may be changed at any time by:</p> <p>(a) mutual agreement between the employer and employee; and</p> <p>(b) the employer giving 48 hours' notice to the employee in the case of an emergency.</p> <p>(Note: rostering provisions specific to part time employees can be found in clause 12.8)</p> <p>29.4 An employee's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.</p>	<p>15.2 Rostering—full-time employees</p> <p>(a) The employer must provide a full-time employee with a written roster, which may be accessible by electronic means, at least 14 days in advance.</p> <p>(b) The roster must state all of the following for each employee:</p> <p>(i) the number of ordinary hours to be worked by them each week in that period; and</p> <p>(ii) the days of the week on which they will work; and</p> <p>(iii) the times at which they start and finish work each day.</p> <p>(c) An employer may change an employee's roster at any time:</p> <p>(i) by mutual agreement between the employer and employee; or</p> <p>(ii) in an emergency, by giving the employee giving 48 hours' notice of the change.</p> <p>(d) An employer must not change the roster of an employee in order to avoid paying the employee any award entitlement applicable to the employee. If a roster is changed in those circumstances, then the employee will be entitled to the award entitlement as if the roster had not been changed.</p> <p>NOTE: The employer and employee may seek to resolve a dispute about a roster change in accordance with clause 31—Consultation about changes to rosters or hours of work.</p> <p>15.3 Rostering—part-time employees</p> <p>(a) The employer must provide a part-time employee with a written roster, which may be accessible by electronic means, at least 14 days in advance.</p> <p>(b) The roster must state all of the following for each employee:</p> <p>(i) the number of ordinary hours to be worked by them each</p>
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	<p>week in that period; and</p> <p>(ii) the days of the week on which they will work; and</p> <p>(iii) the times at which they start and finish work each day.</p> <p>(c) An employer must roster an employee to work on any shift for a minimum of 3 consecutive hours.</p> <p>(d) An employer may change an employee's roster, but not the number of hours agreed under clause 10.3:</p> <p>(i) by giving the employee 7 days' written notice of the change; or</p> <p>(ii) in an emergency, by giving the employee 48 hours' notice of the change.</p> <p>(e) The employer must not change the employee's roster from week to week or fortnight to fortnight.</p> <p>(f) An employer must not change the roster of an employee in order to avoid paying the employee any award entitlement applicable to the employee. If a roster is changed in those circumstances, then the employee will be entitled to the award entitlement as if the roster had not been changed.</p> <p>NOTE: The employer and employee may seek to resolve a dispute about a roster change in accordance with clause 31—Consultation about changes to rosters or hours of work.</p>
<p>30. Rostering principles</p> <p>30.1 A roster period cannot exceed four weeks.</p> <p>30.2 Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.</p> <p>30.3 Consecutive days off</p>	<p>15. Rostering arrangements</p> <p>15.1 Rostering principles—all employees</p> <p>(a) The employer must prepare a roster for each employee for a maximum of a 4-week period.</p> <p>(b) Ordinary hours must not be worked on more than 5 days in each week, except as provided in clause 15.1(c).</p> <p>(c) Ordinary hours can only be worked on 6 days in one week if</p>

<p>(a) Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.</p> <p>(b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>(c) An employee can terminate the agreement by giving four weeks' notice to the employer.</p> <p>30.4 Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.</p> <p>30.5 Unless otherwise mutually agreed, an employee who elects to work Sundays as part of ordinary hours is to be rostered off at least one Sunday every four weeks.</p>	<p>ordinary hours in the following week are worked on no more than 4 days.</p> <p>(d) Ordinary hours and any reasonable additional hours must not be worked over more than 6 consecutive days.</p> <p>(e) If an employee elects to work ordinary hours on a Sunday, then the employer must roster the employee so that they have at least one Sunday off every 4 weeks. The employer and the employee may agree to a different arrangement.</p> <p>(f) Consecutive days off</p> <p>(i) The employer must not roster an employee to work ordinary hours on more than 5 days per week, except as provided in clause 15.1(c).</p> <p>(ii) The employer must roster an employee to work ordinary hours so they have 2 consecutive days off per week or 3 consecutive days off per 2 week period.</p> <p>(iii) The employer and an individual employee can make different arrangements to those made in clause 15.1(f)(ii) at the written request of the employee.</p> <p>(iv) The employer cannot make it a condition of employment that an employee make this type of request.</p> <p>(v) The employer must keep a copy of the written request mentioned in clause 15.1(f)(iii) as a time and wages record.</p> <p>(vi) The employee may terminate the agreement by giving 4 weeks' notice to the employer.</p>
<p>31. Overtime and penalties</p> <p>31.1 Reasonable overtime</p> <p><i>Provisions not reproduced – common clause</i></p>	<p>Part 5—Overtime and Penalty Rates</p> <p>22. Overtime</p> <p>22.1 Reasonable overtime</p> <p><i>Provisions not reproduced – common clause</i></p>

31.2 Overtime and penalty rates

- (a) Overtime hours worked in excess of the ordinary number of hours of work prescribed in clause 28.2 are to be paid at time and a half for the first three hours and double time thereafter.
- (b) Hours worked by casual employees:
- (i) in excess of 38 hours per week or, where the casual employee works in accordance with a roster, in excess of 38 hours per week averaged over the course of the roster cycle;
- (ii) in excess of 10 ½ hours per day;
- shall be paid at 175% of the ordinary hourly rate of pay for the first three hours and 225% of the ordinary hourly rate of pay thereafter (inclusive of the casual loading).
- (c) **Saturday work**
- A loading of 33% will apply for ordinary hours of work for full-time, part-time and casual employees within the span of hours on a Saturday.
- (d) **Sunday work**
- A 100% loading will apply for all hours of work for full-time, part-time and casual employees on a Sunday.
- (e) **Employment on rostered day off**
- Where it is mutually agreed upon between the employer and the employee (such agreement to be evidenced in writing), an employee may be employed on their rostered day off at the rate of double time for all time worked with a minimum payment as for four hours' work.

22.2 Payment of overtime for full-time employees

An employer must pay a full-time employee at the overtime rate in clause 22.5 for any hours worked at the direction of the employer in excess of 38 ordinary hours per week.

22.3 Payment of overtime for part-time employees

An employer must pay a part-time employee at the overtime rate in clause 22.5 for any hours worked at the direction of the employer in excess of the number of ordinary hours agreed under clause 10.3, as varied under clause 10.4.

22.4 Payment of overtime for casual employees

An employer must pay a casual employee at the overtime rate in clause 22.5 for any hours worked at the direction of the employer:

- (a) in excess of 38 ordinary hours per week or, if the casual employee works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle;
- (b) in excess of 10.5 ordinary hours per day.

22.5 Overtime rates

An employer must pay an employee for overtime worked as set out in clauses 22.2, 22.3 and 22.4 at the following rates:

Table 16—Overtime rates

For overtime worked:	Full-time and part-time employees % of minimum hourly rate	Casual employees % of minimum hourly rate
Monday to Saturday—first 3 hours	150	175

	<table><tr><td>Monday to Saturday—after 3 hours</td><td>200</td><td>225</td></tr><tr><td>Sunday—all overtime hours</td><td>200</td><td>200</td></tr><tr><td>Public holiday—all overtime hours</td><td>250</td><td>250</td></tr><tr><td>Rostered day off—all overtime hours</td><td>200</td><td>—</td></tr></table> <p>NOTE 1: The overtime rates for casual employees have been calculated by adding the casual loading specified in clause 11.3(b) to the overtime rates for full-time and part-time employees specified in clause 22.5.</p> <p>NOTE 2: Schedule B—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications.</p>	Monday to Saturday—after 3 hours	200	225	Sunday—all overtime hours	200	200	Public holiday—all overtime hours	250	250	Rostered day off—all overtime hours	200	—
Monday to Saturday—after 3 hours	200	225											
Sunday—all overtime hours	200	200											
Public holiday—all overtime hours	250	250											
Rostered day off—all overtime hours	200	—											
<p>31.3 Time off instead of payment for overtime</p> <p>(a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.</p> <p>(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.</p> <p>EXAMPLE: By making an agreement under clause 31.3 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours’ time off.</p> <p>(c) Time off must be taken:</p> <p>(i) within the period of 6 months after the overtime is worked; and</p> <p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 31.3 but not taken as time off, the employer must pay the employee for the overtime, in the</p>	<p>22.6 Time off instead of payment for overtime</p> <p>(a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.</p> <p>(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.</p> <p>EXAMPLE: By making an agreement under clause 22.6 an employee who worked 2 overtime hours at 150% of the minimum hourly rate is entitled to 3 hours’ time off.</p> <p>(c) Time off must be taken:</p> <p>(i) within the period of 6 months after the overtime is worked; and</p> <p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(d) If the employee requests at any time to be paid for overtime covered by an agreement under clause 22.6 but not taken as time off, the employer must pay the employee for the overtime, in the next pay</p>												

<p>next pay period following the request, at the overtime rate applicable to the overtime when worked.</p> <p>(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.</p> <p>(f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.</p> <p>(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 31.3 will apply for overtime that has been worked.</p> <p>Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).</p> <p>(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 31.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 31.3.</p>	<p>period following the request, at the overtime rate applicable to the overtime when worked.</p> <p>(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 22.6(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.</p> <p>(f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.</p> <p>(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request, then clause 22.6 will apply for overtime that has been worked.</p> <p>NOTE: Clause 6—Requests for flexible working arrangements contains additional provisions to section 65 of the Act relating to requests for flexible working arrangements. If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).</p> <p>(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.6.</p>
<p><i>See also clauses 13.3 and 31.2</i></p>	<p>23. Penalty rates</p> <p>23.1 An employer must pay penalty rates to an employee who works ordinary</p>

hours as follows:

Table 17—Penalty rates

For ordinary hours worked:	Full-time and part-time employees % of minimum hourly rate	Casual employees % of minimum hourly rate
Monday to Friday—before 7.00 am and after 9.00 pm	See clause 22	150
Saturday—before 7.00 am and after 6.00 pm	See clause 22	150
Saturday—between 7.00 am and 6.00 pm	133	133
Sunday—before 10.00 am and after 5.00 pm	200	200
Sunday—between 10.00 am and 5.00 pm	200	200
Public holiday—all ordinary hours	250	250
Rostered day off—all ordinary hours	200	—

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly penalty rates for all employee classifications.

23.2 Rostered day off

- (a) Clause 23.1 applies if the employer and employee agree in writing that the employee will work on a day that is their rostered day off.

	<p>(b) The employer must pay the employee in accordance with clauses 22.4 and 23.1 for all hours worked on their rostered day off.</p> <p>(c) The employer must pay the employee for a minimum of 4 hours' work even if the employee is only required to work for a shorter time.</p>												
<p>32. Breaks</p> <p>32.1 All full-time employees must be granted two rest periods of 10 minutes per day, one either side of the meal break. Rest periods are counted as time worked.</p> <p>32.2 Part-time and casual employees</p> <p>(a) All part-time employees who work any period of four hours or more but no more than seven hours on any day (Monday to Sunday inclusive) must receive one rest period of 10 minutes during the period of work.</p> <p>(b) If the work period includes a meal break, the rest period is to be granted in that portion of the work period which is the greater or where the work periods are of equal duration, the rest period of 10 minutes must be given at a time that is mutually agreed between the employer and the employee.</p> <p>(c) Where the work period is of seven or more hours duration on any day (Monday to Sunday inclusive), two rest periods each of 10 minutes duration must be granted, one during the period of work before and one during the period of work after the meal break.</p> <p>(d) All rest periods count as time worked.</p> <p>32.3 All employees must be allowed a meal break of 45 minutes to 60 minutes after five hours work. By mutual agreement the meal break can be shortened to 30 minutes. Meal breaks do not count as time worked.</p> <p>32.4 Breaks between shifts</p> <p>All employees are entitled to at least a 12 hour rest break between finishing work on one day and starting work the next day.</p>	<p>16. Breaks</p> <p>16.1 Employees are entitled to meal and rest breaks in the following circumstances:</p> <p>Table 3—Entitlements to meal and rest breaks</p> <table> <tr> <th>Type of break</th><th>Length of break (Monday to Sunday inclusive)</th></tr> <tr> <td colspan="2">Unpaid meal break</td></tr> <tr> <td>Full-time, part-time and casual employees—after 5 hours of work</td><td> <p>One unpaid meal break of between 45 and 60 minutes.</p> <p>The meal break can be shortened to 30 minutes by agreement between the employee and employer.</p> </td></tr> <tr> <td colspan="2">Paid rest break</td></tr> <tr> <td>Full-time employees—per shift</td><td>Two 10-minute paid rest breaks (one before and one after the unpaid meal break).</td></tr> <tr> <td>Part-time employees—shifts of 4 or more hours but less than 7 hours</td><td> <p>One 10-minute paid rest break.</p> <p>If a meal break is included in the work period then the paid rest break is to be taken in the longer work period or, if the work periods are of equal length, at a time agreed between the employer and employee.</p> </td></tr> </table>	Type of break	Length of break (Monday to Sunday inclusive)	Unpaid meal break		Full-time, part-time and casual employees—after 5 hours of work	<p>One unpaid meal break of between 45 and 60 minutes.</p> <p>The meal break can be shortened to 30 minutes by agreement between the employee and employer.</p>	Paid rest break		Full-time employees—per shift	Two 10-minute paid rest breaks (one before and one after the unpaid meal break).	Part-time employees—shifts of 4 or more hours but less than 7 hours	<p>One 10-minute paid rest break.</p> <p>If a meal break is included in the work period then the paid rest break is to be taken in the longer work period or, if the work periods are of equal length, at a time agreed between the employer and employee.</p>
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Part-time employees—shifts of 4 or more hours but less than 7 hours	<p>One 10-minute paid rest break.</p> <p>If a meal break is included in the work period then the paid rest break is to be taken in the longer work period or, if the work periods are of equal length, at a time agreed between the employer and employee.</p>												

	<div> <div>Part-time and casual employees—shifts of 7 or more hours</div> <div>Two 10-minute paid rest breaks (one to be taken before the unpaid meal break and one after).</div> </div> <p>NOTE: Rest breaks count as time worked. Meal breaks do not count as time worked.</p> <p>16.2 Breaks between shifts</p> <p>An employee must have a minimum break of 12 hours between when the employee finishes work on one day and starts work on the next day.</p>
<p>32A. Requests for flexible working arrangements</p> <p><i>Clause not reproduced – common clause</i></p>	<p>6. Requests for flexible working arrangements</p> <p><i>Clause not reproduced – common clause</i></p>
<p>Part 6—Leave and Public Holidays</p> <p>33. Annual leave</p> <p>33.1 Annual leave is provided for in the NES.</p>	<p>Part 6—Leave and Public Holidays</p> <p>24. Annual leave</p> <p>NOTE: Where an employee is receiving over-award payments resulting in the employee's base rate of pay being higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the Act).</p> <p>24.1 Annual leave is provided for in the NES. See sections 86 to 93 of the Act. It does not apply to casual employees.</p>
<p>33.2 Definition of shiftworker</p> <p>For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day, seven days a week.</p>	<p>24.2 Additional paid annual leave for certain shiftworkers</p> <p>A shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week is entitled to an additional week of paid leave under the NES. See section 87 of the Act.</p>
<p>33.3 Annual leave loading</p> <p>(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17 of this award. Annual leave loading payment is payable on leave accrued.</p>	<p>24.3 Annual leave loading</p> <p>(a) An employee is entitled to an additional payment for accrued annual leave calculated on the minimum hourly rate specified in clause 17—Minimum rates for the classification in which they are employed.</p>

<p>(b) The loading will be as follows:</p> <p>(i) Day work</p> <p>Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.</p> <p>(ii) Shiftwork</p> <p>Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.</p>	<p>(b) The additional payment for the employee's ordinary hours of work when taking paid annual leave is as follows:</p> <p>(i) Dayworkers</p> <p>An employee who would have worked on day work only had they not been on leave must be paid the greater of either:</p> <ul style="list-style-type: none"> • the minimum hourly rate plus a loading of 17.5% of the minimum hourly rate; or • the relevant weekend penalty rate specified in clause 23.1. <p>(ii) Shiftworkers</p> <p>An employee who would have worked on shift work had they not been on leave must be paid the greater of either:</p> <ul style="list-style-type: none"> • the minimum hourly rate plus a loading of 17.5% of the minimum hourly rate; or • the relevant penalty rate specified in clause 23.1, including relevant weekend penalty rates. <p>NOTE: Section 90(2) of the Act contains provisions relating to an employee's entitlement to payment for any untaken paid annual leave when employment ends.</p>
<p>33.4 Annual leave in advance</p> <p>(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.</p> <p>(b) An agreement must:</p> <p>(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and</p> <p>(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent</p>	<p>24.5 Annual leave in advance</p> <p>(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.</p> <p>(b) An agreement must:</p> <p>(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and</p> <p>(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent</p>

<p>or guardian.</p> <p>Note: An example of the type of agreement required by clause 33.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.</p> <p>(c) The employer must keep a copy of any agreement under clause 33.4 as an employee record.</p> <p>(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 33.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.</p>	<p>or guardian.</p> <p>NOTE: An example of the type of agreement required by clause 24.5 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.</p> <p>(c) The employer must keep a copy of any agreement under clause 24.5 as an employee record.</p> <p>(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.</p>
<p>33.5 Requirement to take leave notwithstanding terms of the NES</p> <p>An employer may require an employee to take annual leave by giving at least four weeks' notice as part of a close-down of its operations.</p>	<p>24.4 Temporary close-down</p> <p>(a) If an employer intends to close down its operations at all or part of a workplace for a particular period (temporary close-down period), then the employer must give the affected employees at least 4 weeks' notice of a temporary close-down period.</p> <p>(b) The employer may require any affected employee to take a period of paid annual leave during a temporary close-down period.</p>
<p>33.6 Cashing out of annual leave</p> <p>(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 33.6.</p> <p>(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 33.6.</p> <p>(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.</p> <p>(d) An agreement under clause 33.6 must state:</p>	<p>24.6 Cashing out of annual leave</p> <p>(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.6(c).</p> <p>(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.6(c).</p> <p>(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.</p> <p>(d) An agreement under clause 24.6(c) must state:</p>

<p>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</p> <p>(ii) the date on which the payment is to be made.</p> <p>(e) An agreement under clause 33.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.</p> <p>(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.</p> <p>(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 33.6 as an employee record.</p> <p>Note 1: Under <u>section 344 of the Fair Work Act</u>, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 33.6.</p> <p>Note 2: Under <u>section 345(1) of the Fair Work Act</u>, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 33.6.</p> <p>Note 3: An example of the type of agreement required by clause 33.6 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.</p>	<p>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</p> <p>(ii) the date on which the payment is to be made.</p> <p>(e) An agreement under clause 24.6(c) must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.</p> <p>(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made. See clause 24.3.</p> <p>(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 24.6(c) as an employee record.</p> <p>NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.6(c).</p> <p>NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.6.</p> <p>NOTE 3: An example of the type of agreement required by clause 24.6(c) is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.</p>
<p>33.7 Excessive leave accruals: general provision</p> <p>Note: Clauses 33.7 to 33.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. <u>See Part 2.2, Division 6 of the Fair Work Act.</u></p>	<p>24.7 Excessive leave accruals: general provision</p> <p>NOTE: Clauses 24.7 to 24.9 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See sections 86 to 93 of the Act.</p>

<p>(a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 33.2).</p> <p>(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.</p> <p>(c) Clause 33.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.</p> <p>(d) Clause 33.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.</p>	<p>(a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 24.2).</p> <p>(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.</p> <p>(c) Clause 24.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.</p> <p>(d) Clause 24.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.</p>
<p>33.8 Excessive leave accruals: direction by employer that leave be taken</p> <p>(a) If an employer has genuinely tried to reach agreement with an employee under clause 33.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.</p> <p>(b) However, a direction by the employer under paragraph (a):</p> <p>(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 33.7, 33.8 or 33.9 or otherwise agreed by the employer and employee) are taken into account; and</p> <p>(ii) must not require the employee to take any period of paid annual leave of less than one week; and</p> <p>(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months,</p>	<p>24.8 Excessive leave accruals: direction by employer that leave be taken</p> <p>(a) If an employer has genuinely tried to reach agreement with an employee under clause 24.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.</p> <p>(b) However, a direction by the employer under clause 24.8(a):</p> <p>(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account; and</p> <p>(ii) must not require the employee to take any period of paid annual leave of less than one week; and</p> <p>(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months,</p>

<p>after the direction is given; and</p> <p>(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.</p> <p>(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.</p> <p>Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 33.8(b)(i).</p> <p>Note 2: Under <u>section 88(2) of the Fair Work Act</u>, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p>	<p>after the direction is given; and</p> <p>(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(c) The employee must take paid annual leave in accordance with a direction under clause 24.8(a) that is in effect.</p> <p>(d) An employee to whom a direction has been given under clause 24.8(a) may request to take a period of paid annual leave as if the direction had not been given.</p> <p>NOTE 1: Paid annual leave arising from a request mentioned in clause 24.8(d) may result in the direction ceasing to have effect. See clause 24.8(b)(i).</p> <p>NOTE 2: Under section 88(2) of the Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p>
<p>33.9 Excessive leave accruals: request by employee for leave</p> <p>(a) If an employee has genuinely tried to reach agreement with an employer under clause 33.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.</p> <p>(b) However, an employee may only give a notice to the employer under paragraph (a) if:</p> <p>(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and</p> <p>(ii) the employee has not been given a direction under clause 33.8(a) that, when any other paid annual leave arrangements (whether made under clause 33.7, 33.8 or 33.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.</p>	<p>24.9 Excessive leave accruals: request by employee for leave</p> <p>(a) If an employee has genuinely tried to reach agreement with an employer under clause 24.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.</p> <p>(b) However, an employee may only give a notice to the employer under clause 24.9(a) if:</p> <p>(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and</p> <p>(ii) the employee has not been given a direction under clause 24.8(a) that, when any other paid annual leave arrangements (whether made under clauses 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.</p>

<p>(c) A notice given by an employee under paragraph (a) must not:</p> <ul style="list-style-type: none"> (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 33.7, 33.8 or 33.9 or otherwise agreed by the employer and employee) are taken into account; or (ii) provide for the employee to take any period of paid annual leave of less than one week; or (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or (iv) be inconsistent with any leave arrangement agreed by the employer and employee. <p>(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 33.2) in any period of 12 months.</p> <p>(e) The employer must grant paid annual leave requested by a notice under paragraph (a).</p>	<p>(c) A notice given by an employee under clause 24.9(a) must not:</p> <ul style="list-style-type: none"> (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account; or (ii) provide for the employee to take any period of paid annual leave of less than one week; or (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or (iv) be inconsistent with any leave arrangement agreed by the employer and employee. <p>(d) An employee is not entitled to request by a notice under clause 24.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 24.2) in any period of 12 months.</p> <p>(e) The employer must grant paid annual leave requested by a notice under clause 24.9(a).</p>
<p>34. Personal/carer's leave and compassionate leave</p> <p>34.1 Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>25. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>26. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p>35. Public holidays</p> <p>35.1 Public holidays are provided for in the NES.</p> <p>35.2 An employer and employee may agree to substitute another day for a day</p>	<p>29. Public holidays</p> <p>29.1 Public holiday entitlements are provided for in the NES.</p>

<p>that would otherwise be a public holiday under the NES. Where an agreement to substitute a day is made the following applies:</p> <ul style="list-style-type: none"> • If both days worked—employee paid public holiday on day elected by employee; • If only actual public holiday worked—public holiday penalty applies; or • If only a substituted day worked—public holiday penalty applies. <p>35.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES. Where an agreement to substitute a part-day is made the following applies:</p> <ul style="list-style-type: none"> • If both days worked—employee paid public holiday on day elected by employee; • If only actual public holiday worked—public holiday penalty applies; or • If only a substituted day worked—public holiday penalty applies. <p>35.4 Work on a public holiday must be compensated by payment at the rate of double time and a half for full-time, part-time and casual employees.</p> <p>NOTE: For provisions relating to part-day public holidays see Schedule F—Part-day Public Holidays.</p>	<p>29.2 Substitution of public holidays by agreement</p> <p>An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.</p> <p>29.3 Payment for work on public holiday or substitute day</p> <p>(a) An employer must pay an employee who works on a public holiday, or on a day that is substituted for a public holiday, at the public holiday penalty rate set out in clauses 22—Overtime and 23—Penalty rates.</p> <p>(b) Where an agreement to substitute a part-day under clause 29.2 has been made the following applies:</p> <p>(i) if both part-day public holidays are worked, then the employee must be paid for the public holiday on the part-day elected by employee;</p> <p>(ii) if only the actual part-day public holiday is worked, then the public holiday penalty rate applies; or</p> <p>(iii) if only the substituted part-day public holiday is worked, then the public holiday penalty rate applies.</p> <p>NOTE: For further provisions relating to part-day public holidays see Schedule H—Part-day public holidays.</p>
<p>36. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>27. Community service leave</p> <p>Community service leave is provided for in the NES.</p>
<p>37. Leave to deal with Family and Domestic Violence</p> <p>37.1 This clause applies to all employees, including casuals.</p> <p>37.2 Definitions</p> <p>(a) In this clause:</p>	<p>28. Unpaid family and domestic violence leave</p> <p>Unpaid family and domestic violence leave is provided for in the NES.</p> <p>NOTE 1: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of</p>

<p><i>family and domestic violence</i> means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.</p> <p><i>family member</i> means:</p> <ul style="list-style-type: none"> (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules. <p>(b) A reference to a spouse or de facto partner in the definition of family member in clause 37.2(a) includes a former spouse or de facto partner.</p> <p>37.3 Entitlement to unpaid leave</p> <p>An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:</p> <ul style="list-style-type: none"> (a) the leave is available in full at the start of each 12 month period of the employee's employment; and (b) the leave does not accumulate from year to year; and (c) is available in full to part-time and casual employees. <p>Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.</p> <p>2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.</p> <p>37.4 Taking unpaid leave</p>	<p>this information.</p> <p>NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.</p>
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An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

37.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

37.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 37. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 37 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 37.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family

<p>violence support service, or a statutory declaration.</p> <p>37.7 Confidentiality</p> <p>(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 37.6 is treated confidentially, as far as it is reasonably practicable to do so.</p> <p>(b) Nothing in clause 37 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.</p> <p>Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.</p> <p>37.8 Compliance</p> <p>An employee is not entitled to take leave under clause 37 unless the employee complies with clause 37.</p>	
<p>Schedule A —Transitional Provisions</p> <p><i>Transitional provisions removed – obsolete</i></p>	<p><i>Schedule removed – obsolete</i></p>
<p>Schedule B —Classifications</p> <p>B.1 Hair and Beauty Employee Level 1 means a receptionist or salon assistant.</p> <p>B.2 Hair and Beauty Employee Level 2 means:</p> <p>(a) a make-up artist who holds a Certificate II in make-up services (or equivalent);</p> <p>(b) a nail technician who holds a Certificate II in Nail Technology (or equivalent); or</p> <p>(c) an unqualified beautician or cosmetologist.</p>	<p>Schedule A —Classification Structure and Definitions</p> <p>A.1 Hair and beauty employee level 1 means a receptionist or salon assistant.</p> <p>A.2 Hair and beauty employee level 2 means:</p> <p>(a) a make-up artist who holds a Certificate II in make-up services (or equivalent);</p> <p>(b) a nail technician who holds a Certificate II in Nail Technology (or equivalent); or</p> <p>(c) an unqualified beautician or cosmetologist.</p>

<p>B.3 Hair and Beauty Employee Level 3 means:</p> <p>(a) a beautician who holds a Certificate III in Beauty Services (or equivalent); or</p> <p>(b) a hairdresser who holds a Certificate III in Hairdressing (or equivalent).</p> <p>B.4 Hair and Beauty Employee Level 4 means a Beauty Therapist who holds a Certificate IV in Beauty Therapy (or equivalent).</p> <p>B.5 Hair and Beauty Employee Level 5 means:</p> <p>(a) a hairdresser who holds a Certificate IV (or equivalent); or</p> <p>(b) a trichologist who is a hairdresser and holds a Certificate IV in Trichology (or equivalent).</p> <p>B.6 Hair and Beauty Employee Level 6 means a beauty therapist who holds a Diploma in Beauty Therapy (or equivalent).</p>	<p>A.3 Hair and beauty employee level 3 means:</p> <p>(a) a beautician who holds a Certificate III in Beauty Services (or equivalent); or</p> <p>(b) a hairdresser who holds a Certificate III in Hairdressing (or equivalent).</p> <p>A.4 Hair and beauty employee level 4 means a beauty therapist who holds a Certificate IV in Beauty Therapy (or equivalent).</p> <p>A.5 Hair and beauty employee level 5 means:</p> <p>(a) a hairdresser who holds a Certificate IV (or equivalent); or</p> <p>(b) a trichologist who is a hairdresser and holds a Certificate IV in Trichology (or equivalent).</p> <p>A.6 Hair and beauty employee level 6 means a beauty therapist who holds a Diploma in Beauty Therapy (or equivalent).</p>
<i>Schedule inserted – new provisions</i>	Schedule B —Summary of Hourly Rates of Pay <i>Schedule not reproduced</i>
<i>Schedule inserted – new provisions</i>	Schedule C —Summary of Monetary Allowances <i>Schedule not reproduced</i>
Schedule C —Supported Wage System <i>Schedule not reproduced – standard provisions</i>	Schedule D —Supported Wage System <i>Schedule not reproduced – standard provisions</i>
Schedule D —National Training Wage <i>Schedule deleted</i>	<i>Provisions have been referred to the Miscellaneous Award 2020</i>
Schedule E —School-based Apprentices	Schedule E —School-based Apprentices
Schedule F —Part-day Public Holidays <i>Schedule not reproduced – standard provisions</i>	Schedule H —Part-day public holidays <i>Schedule not reproduced – standard provisions</i>

Schedule G —Agreement to Take Annual Leave in Advance <i>Schedule not reproduced – standard provisions</i>	Schedule F —Agreement to Take Annual Leave in Advance <i>Schedule not reproduced – standard provisions</i>
Schedule H —Agreement to Cash Out Annual Leave <i>Schedule not reproduced – standard provisions</i>	Schedule G —Agreement to Cash Out Annual Leave <i>Schedule not reproduced – standard provisions</i>
Schedule X —Additional Measures During the COVID-19 Pandemic <i>Schedule not reproduced – standard provisions</i>	Schedule X —Additional Measures During the COVID-19 Pandemic <i>Schedule not reproduced – standard provisions</i>