Australian Industry Group

4 YEARLY REVIEW OF MODERN AWARDS

Submission

Plain Language Re-Drafting –

Hair and Beauty Industry Award 2010

(AM2016/15)

25 November 2020

4 YEARLY REVIEW OF MODERN AWARDS

AM2016/15 PLAIN LANGUAGE RE–DRAFTING

– HAIR AND BEAUTY INDUSTRY AWARD 2010

1. This submission relates to the exposure draft (**Exposure Draft**) of the *Hair and Beauty Industry Award 2010* (**Award**), which was published by the Fair Work Commission (**Commission**) on 28 October 2020. It is filed on behalf of the Australian Industry Group, Hair and Beauty Australia and the Australian Hair Council.

Clause 2 of the Exposure Draft – Definitions – 'apprentice'

2. The proposed definition of 'apprentice' is not appropriate. It would also apply to trainees. The definition should be deleted.

Clause 2 of the Exposure Draft – Definitions – 'minimum hourly rate'

3. The 'minimum hourly rate' is defined as the minimum hourly rate specified in clause 17. This does not include the rates prescribed by clause 18, which apply to apprentices, trainees and graduates. As a result, the application of various clauses that refer to the 'minimum hourly rate' to such employees is unclear.

4. The definition should be amended as follows:

> **minimum hourly rate** means the minimum hourly rate specified in clause 17 – Minimum rates or clause 18 – Apprentice, trainee and graduate rates, as applicable

Clause 2.1 of the Exposure Draft – Definitions – 'overtime rates'

5. The text appearing between the definitions of 'Table 15' and 'Table 16' appears to have been included in error. It should be deleted.

Clause 4.1(b) of the Exposure Draft – Coverage

6. The opening bracket immediately before the word 'with' should be deleted.

Clause 4.2(j) of the Exposure Draft – Coverage

7. The Award relevantly defines the 'hair and beauty industry' as follows: (emphasis added)

> **(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

8. Clause 4.2(j) of the Exposure Draft inverses the order in which 'high frequency body treatments' and 'body massages' are referenced. Whilst the industry is defined in the Award to high frequency body treatments *including full body massages*, the Exposure Draft is instead drafted such that the industry includes the provision of body massages *including high frequency body treatments*.

9. The redrafted coverage clause appears to substantively narrow the scope of the instrument's coverage. Accordingly, clause 4.2(j) of the Exposure Draft should be amended as follows:

> **(j)** ~~body massage including~~ high frequency body treatment including body massages and other specialised treatments using machinery and other cosmetic applications and techniques; or

Clause 4.3(a) of the Exposure Draft – Coverage

10. Clause 4.5 of the Award currently extends the coverage of the Award to employers that supply businesses in the hair and beauty industry with labour on an on-hire basis and the relevant on-hire employees who work for such employers:

> **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.

11. In contrast, clause 4.3 the Exposure Draft deals with the matter in the following manner:

> **4.3** This industry award also covers:
>
> **(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;

12. Under the Exposure Draft, the coverage of an employee and their employer would turn on whether the on-hire employee is working in the hair and beauty industry. The provision does not appear to link coverage to the question of whether the on-hire employee is engaged in the performance of work for an employer in the industry. Given the manner in which the hair and beauty industry is defined in the instrument, this approach may narrow the application of the clause. Relevantly, the approach appears to raise the risk that an on-hire employee working as a receptionist at a business covered by the Award would not fall within the coverage as contemplated by the Exposure Draft.

13. Unlike the Award, the Exposure Draft also neglects to provide that the instrument only covers a labour hire employer in respect of on-hire employees while they are engaged in the performance of relevant work in the industry.

14. We propose that the most appropriate way of rectifying this issue may be to amend clause 4.3(a) of the Exposure Draft so that it adopts the wording and approach currently taken in clause 4.5 of the Award.

Clause 4.5(d) of the Exposure Draft – Coverage

15. Clause 4.5(d) of the Exposure Draft has the effect of excluding employers from its coverage if any of their employees are excluded from its coverage by virtue of clauses 4.5(a) – 4.5(c). That exclusion extends beyond the scope of clauses 4.2 – 4.4 of the Award. It would likely have the effect of removing various employers from the coverage of the instrument by virtue of the fact that they employ at least one or some employees who are excluded from award coverage by the Act.

16. Clause 4.5(d) should be amended as follows, so that it only excludes employers in relation to the employees described at clauses 4.5(a) – 4.5(c):

> **(d)** employers in relation to ~~of~~ employees mentioned in clauses ~~4.5(b) or~~ 4.5(a) – 4.5(c); or

Clause 4.6 of the Exposure Draft – Coverage

17. Clause 4.7 of the Award deals with the issue of overlapping coverage with other awards as follows: (emphasis added)

> **4.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.
>
> NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.

18. Clause 4.6 of the Exposure Draft is potentially ambiguous. It replaces 'the employee', as underlined above, with 'it'. As a result, it is not entirely clear whether the provision now requires an assessment of the environment in which the *work* is normally performed or the environment in which the work is normally performed *by the employee*. In some instances, these two questions may result in different outcomes.

19. For the avoidance of doubt, clause 4.6 should be amended as follows:

> **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 to the environment in which the employee ~~it is~~ normally performs the work ~~performed~~.

Clause 7.2 of the Exposure Draft – Facilitative provisions

20. Clause 10.4 is not a facilitative provision and should therefore be deleted from the table at clause 7.2.

21. Clause 10.4 enables an employer and employee to agree to vary an agreement reached under the Award. It does not as such enable an employer and employee to agree to vary the 'the standard approach in an award provision'.

Clause 7.2 of the Exposure Draft – Facilitative provisions

22. Clause 15.2(c)(i) is not a facilitative provision and should therefore be deleted from the table at clause 7.2.

23. Clause 15.2(c)(i) enables an employer and employee to agree to vary a roster. It does not as such enable an employer and employee to agree to vary the 'the standard approach in an award provision'.

Clause 7.2 of the Exposure Draft – Facilitative provisions

24. The description of clause 16.1 in the table at clause 7.2 should be amended as follows, to properly reflect the nature of the relevant facilitative provision:

16.1	Breaks (~~timing~~ duration of unpaid meal break)

Clause 10.6 of the Exposure Draft – Part-time employees

25. Clause 10.6 refers only to clause 17. It should also refer to clause 18, which prescribes minimum rates payable to apprentices, trainees and graduates, as follows:

> **10.6** A part-time employee must be paid in accordance with clause 17 – Minimum rates or clause 18, as applicable.

Clause 11.3(a) of the Exposure Draft – Casual employees

26. Clause 11.3(a) refers only to clause 17. It should also refer to clause 18, which prescribes minimum rates payable to apprentices, trainees and graduates, as follows:

> **(a)** the minimum hourly rate in clause 17 – Minimum rates for the classification in which they are employed, or clause 18, as applicable; plus …

Clause 11.4 of the Exposure Draft – Casual employees

27. Clause 11.4 should be deleted. We refer to our submissions about clause 23.1 in this regard.

Clause 11.5 of the Exposure Draft – Casual employees

28. The reference to clause 22.2 appears to be an error. It should be replaced with a reference to clause 22.4.

Clause 12.2 of the Exposure Draft – Apprentices

29. Clause 12.2 appears to create a new requirement, that is not contained in the Award. To that extent it amounts to a substantive change. It creates an award-derived obligation to engage apprentices in accordance with certain laws.

30. Clause 12.2 of the Exposure Draft should therefore be deleted.

Clause 12.3 of the Exposure Draft – Apprentices

31. Clause 12.3 does not appear to reflect any existing provision of the Award. Moreover, it is confusing and misleading. Apprentices can (in at least some states and territories) be engaged on a part-time basis. There is no justification for provisions of the Exposure Draft applying to a part-time apprentice on the same basis as a full-time employee. The application of specific provisions of the instrument to part-time apprentices should be considered discreetly, having regard to the terms of the relevant instruments.

32. Clause 12.3 should be deleted. We would not oppose the reinsertion of clause 19.5(a) of the Award in its place.

Clauses 12.6(c) and 19.5(f) of the Award – Apprentices

33. Clause 19.5(f) of the Award does not appear in the Exposure Draft. In addition, clause 12.6(c) of the Exposure Draft requires reimbursement by an employer only where the relevant fees have been paid by an apprentice to a registered training organisation (**RTO**). Together, these provisions appear to remove the option of an employer paying for the relevant fees directly to the RTO. The reason for this is not apparent. It amounts to a substantive change.

34. Accordingly, clause 19.5(f) of the Award should be included in the Exposure Draft.

Clause 12.7 of the Exposure Draft – Apprentices

35. Clause 19.5 of the Award was inserted in the Award as a product of a case advanced by various unions during the 2 year review about apprentices.[1] It followed a decision in which a Full Bench of the Commission decided that a large number of awards would be amended to require that employers must pay for, amongst other costs, excess reasonable travel costs incurred by an employee while attending block training:

> **[331]** At this stage we will only vary the awards to provide for the payment of excess travel costs for attendance at block release training which requires overnight stay, except where it is open to the apprentice to attend an alternative RTO at a location closer to their usual workplace and the use of the more distant RTO is not agreed between the employer and the apprentice.[2]

36. Though the scope of 'excess' travel costs is not expressly defined in the Award, the very use of the word denotes the notion of the relevant costs exceeding those that would normally be incurred. In its absence, clause 12.7 appears to require the employer to pay for a potentially broader scope of costs. Accordingly, 'excess' should be inserted before 'reasonable'.

37. We also note that clause 19.5 of the Award is in similar if not identical terms to provisions contained in a number of awards, many of which were varied as an outcome of the aforementioned proceedings.[3] They consistently refer to the relevant costs as *excess* reasonable travel costs.

Clause 12.7(d)(ii) of the Exposure Draft – Apprentices

38. Having regard to clause 19.5(c) of the Award, an employer is liable to pay for accommodation costs incurred by an apprentice travelling in the relevant circumstances where those costs are *necessary*. Accordingly, if an employee incurs accommodation costs because they choose to stay for an additional day /

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[1] PR559281.

[2] *Modern Awards Review 2012—Apprentices, Trainees and Juniors* [2013] FWCFB 5411 at [331].

[3] See for example clause 15.8 of the *Building and Construction General On-Site Award*, clause 12.16 of the *Airline Operations – Ground Staff Award 2020*, clause 12.11 of the *Manufacturing and Associated Industries and Occupations Award 2020*

night at the relevant location, however this is not necessary for the purposes of attending their block training, an employer is not required to pay for that cost.

39. The Exposure Draft does not limit the requirement to pay for accommodation costs to those that are *necessary*. This potentially expands the circumstances in which an employer may be required to pay for accommodation costs.

40. Accordingly, clause 12.7(d)(ii) of the Exposure Draft should be amended by inserting "(where necessary)" after "accommodation costs".

Clause 13.2 of the Exposure Draft – Classifications

41. Clause 16.2 of the Award clearly describes how an employee is to be classified under the Award:

> **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 <u>as determined by the employer</u>.

42. The words underlined above make clear that the employer is to assess what the principal functions of an employee's employment are and that an employee is to be classified accordingly. An assessment of the employee's "principal functions" does not require an assessment of the work in fact performed by an employee over a specified period of time or the employee's assessment of what their principal functions are or should be.

43. Clause 13.2 of the Exposure Draft omits the relevant words and is, in our submission, less clear as a result. Relevantly, it is no longer clear how the "principal functions of the [employee's] employment" are to be determined.

44. Accordingly, the concluding words of clause 16.2 of Award should be added to the conclusion of clause 13.2 of the Exposure Draft.

Clause 14.1 of the Exposure Draft – Ordinary hours of work and rostering

45. Clause 14.1 is expressly confined in its application to full-time employees. No other provision of the Exposure Draft makes clear that a casual employee cannot work more than 38 ordinary hours each week. This could have implications for

the manner in which superannuation entitlements are calculated and it may give rise to the issue of whether section 147 of the *Fair Work Act 2009* has been satisfied.

46. Accordingly, we suggest that a provision in the following terms is inserted in the Exposure Draft at clause 11:

> The ordinary hours of work for a casual employee:
>
> **(a)** May be no more than 38 ordinary hours per week; or
>
> **(b)** Where the employee works in accordance with a roster, they may be no more than 38 ordinary hours per week averaged over the course of the roster cycle.

47. The proposed clause is consistent with clause 22.4(a) of the Exposure Draft, which defines the circumstances in which a casual employee is entitled to overtime rates.

Clause 15.1(a) of the Exposure Draft – Roster notification

48. By virtue of clause 13.4, clause 29 of the Award does not apply to casual employees. Clause 29 requires the preparation and notification of rosters.

49. Clause 15.1(a) of the Exposure Draft amounts to a substantive change. It is expressed to apply to casual employees. Having regard to the submissions made below regarding the balance of clause 15.1, the heading to clause 15.1 should be amended by replacing 'all' with 'full-time and part-time'.

Clauses 15.1(b) – (f) of the Exposure Draft – Rostering principles

50. The aforementioned provisions correspond with clause 30 of the Award. Clause 30 prescribes various principles that apply to the preparation of rosters required by clause 29, which does not apply to casual employees. By extension, in our submission, clause 30 does not apply to casual employees either.

51. Despite this, clauses 15.1(b) – (f) of the Exposure Draft are expressed to apply to casual employees. This should be rectified by amending the heading to clause 15.1 as suggested above.

Clause 15.1(f)(i) of the Exposure Draft – Consecutive days off

52. Clause 15.1(f)(i) of the Exposure Draft unnecessarily repeats clause 15.1(b). It should be deleted.

Clause 15.2 of the Exposure Draft – Note

53. The note at the conclusion of clause 15.2 should refer to clause 32. This appears to be a drafting error.

Clause 15.3(d) of the Exposure Draft – Rosters for part-time employees

54. A reference to clause 10.4 should be added to the clause, in addition to the reference to clause 10.3, in order to ensure that any subsequent agreement to change an employee's hours of work is taken into account.

Clause 15.3 of the Exposure Draft – Note

55. The note at the conclusion of clause 15.3 should refer to clause 32. This appears to be a drafting error.

Clause 17.2 of the Exposure Draft – Junior rates

56. In response to the question posed by the Commission in relation to junior rates; under the Award, junior employees are to be classified consistent with all other employees. Accordingly, the classification structure would apply to junior employees in the same way as adult employees.

57. Any requirement that junior employees holding trade qualifications must be paid adult rates would amount to a substantive variation to the Award. Such a variation should not be dealt with as part of this redrafting process.

Clause 18 of the Exposure Draft – Apprentice, trainee and graduate rates

58. In response to the question posed at clause 18 of the Exposure Draft, we do not oppose the deletion of the rates applying to apprentices starting before 1 January 2014.

Clause 18.4 of the Exposure Draft – Minimum rates for adult apprentices

59. Clause 18.4 should be amended to make clear that it applies only to adult apprentices who commenced their apprenticeship on or after 1 January 2014, consistent with clause 19.4 of the Award.

Clause 20.9(a)(ii) of the Exposure Draft – Travelling time reimbursement

60. Pursuant to clause 20.9(a) of the Award, an employee is entitled in the relevant circumstances to be paid for any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.

61. Clause 20.9(a)(ii) of the Exposure Draft does not properly reflect the aforementioned Award clause in three important respects:

    (a) It requires payment for *any additional costs* which potentially incorporates costs other than *fares*.

    (b) It requires payment for *any additional costs*, regardless of whether they were *reasonably* incurred. If, for example, an employee incurs additional costs because they choose to take a detour on the way home for reasons disassociated with their employment, the relevant fares would not be said to have been reasonably incurred and therefore under the Award, an employer would not be liable to reimburse an employee. This limitation is not contained in the Exposure Draft.

    (c) Though the provision refers to additional costs, it does not make clear what those costs would be additional to. Specifically, it does not make clear that the relevant comparison is to be made against the fares that would reasonably be incurred in travel to and from the employee's usual place of work.

62. For all of these reasons, clause 20.9(a)(ii) of the Exposure Draft should be replaced with the following:

> **(ii)** reimburse the employee for any fares reasonably incurred in travelling to and from the employee's residence and the other place of work that are in excess of the fares normally incurred in travelling between the employee's residence and their usual place of work.

Clause 20.10(b) of the Exposure Draft – Transport of employee reimbursement

63. Clause 20.10(b) requires an employer to reimburse an employee for any cost they reasonably incur in taking a 'commercial passenger vehicle'. This is to be contrasted to clause 21.8(a) of the Award, whereby the obligation on an employer is limited to the cost of a taxi fare.

64. The Exposure Draft provision is potentially much broader than the Award. Not only does it include ride-sharing options (such as Uber, Ola etc), it could also include, for instance, certain types of bus services and hire cars. This would amount to a substantive change to the Award and should therefore not be adopted.

Clause 22.2 of the Exposure Draft – Overtime rates for full-time employees

65. Clause 22.2 of the Exposure Draft should require the payment of overtime rates if a full-time employee works in excess of an *average* of 38 ordinary hours per week, consistent with clause 31.2(a) of the Award. The Exposure Draft, as drafted, is substantively different from the Award in this respect.

Clause 20.10(b)(ii) of the Exposure Draft – Transport of employee reimbursement

66. The words following the comma should appear in a separate line below clause 20.10(b)(ii). They are to be read with clauses 20.10(b)(i) and 20.10(b)(ii).

Clause 22.5 of the Exposure Draft – Overtime rates on a rostered day off

67. A footnote referring to clause 23.2 of the Exposure Draft should be inserted in Table 16 in relation to the reference to rostered days off. It is otherwise not clear when those rates are payable.

Clause 23.1 of the Exposure Draft – Penalty rates for full-time and part-time employees

68. Under the Award, full-time and part-time employees cannot work ordinary hours in the circumstances described in the second and third rows of Table 17. The reference to clause 22 is confusing and somewhat misleading. It potentially suggests that a permanent employee can work ordinary hours during such times and that if they do, they must be paid the rates in clause 22.

69. Accordingly, and having regard to the submissions we additionally make below in relation to the rates prescribed for casual employees, the second and third rows of Table 17 should be deleted.

Clause 23.1 of the Exposure Draft – Penalty rates for casual employees

70. Under the Award, casual employees are not entitled to the penalty rates prescribed by the second and third rows of Table 17. Those rows should be deleted.

Clause 23.2(a) of the Exposure Draft – Rostered days off

71. Clause 23.2(a) should be amended as follows to ensure that it is consistent with clause 23.2(b) and clause 22.5 of the Exposure Draft:

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

Clause 24.2 of the Exposure Draft – Additional annual leave for shiftworkers

72. Under the Award, by virtue of clause 33.2, a shiftworker may be entitled to an additional week of annual leave only if the employee is a seven day shiftworker.

73. The Exposure Draft does not confine the application of the shiftworker definition at clause 24.2 to seven day shiftworkers. It is, on its face, broader in scope. This substantive change should be addressed by inserting the words ‘seven day’ before ‘shiftworker’.

74. We also make the obvious observation that the Award does not contemplate the performance of shiftwork. It appears therefore that neither clause 33.2 of the Award or clause 24.2 of the Exposure Draft have any work to do. Accordingly, clause 24.2 of the Exposure Draft should be deleted.

Clause 24.3 of the Exposure Draft – Annual leave loading

75. Clauses 24.3(a) and 24.3(b) of the Exposure Draft both state that an employee is entitled to an additional payment for accrued annual leave. Clause 24.3(b) goes on to prescribe the quantum of the additional amount payable. Though it is not abundantly clear what those amounts are to be paid in addition to, read alongside the NES, it would appear that the Exposure Draft is purporting to require the payment of the prescribed amounts in addition to the employee's base rate of pay.

76. Read in this way, the effect of clause 24.3(b)(i) of the Exposure Draft would be to require the payment of:

    (a) The minimum hourly rate and 17.5% of the minimum hourly rate *in addition to* the employee's base rate of pay; or

    (b) The relevant weekend penalty rates (133% or 200% of the minimum hourly rate) *in addition to* the employee's base rate of pay.

77. Taking by way of example an employee whose base rate of pay equates to the minimum rates prescribed by the Exposure Draft, an employee would be entitled to 217.5%, 233% or 300% of the minimum hourly rate of pay. A similar outcome would flow from clause 24.3(b)(ii) of the Exposure Draft.

78. Clause 33.3(b) of the Award is also somewhat unclear and potentially anomalous. However, we anticipate that it is not contentious that the clause is not intended to operate in the manner reflected in the Exposure Draft.

79. Clause 24.3 of the Exposure Draft should be amended to resolve the aforementioned issues. We again note that the given the absence of provisions contemplating shiftwork in the Award, it may be appropriate to delete clause 22.3(b)(ii) of the Exposure Draft.

Clause 24.6(f) of the Exposure Draft – Cashing out of annual leave

80. The second sentence of clause 24.6(f) should be deleted. It appears to be a drafting error.

Clause 24.7(a) of the Exposure Draft – Excessive annual leave

81. If clause 24.2 of the Exposure Draft is to be deleted in light of our earlier submissions, the reference to it in clause 24.7(a) should also be removed.

Clause 24.9(d) of the Exposure Draft – Excessive annual leave

82. If clause 24.2 of the Exposure Draft is to be deleted in light of our earlier submissions, the reference to it in clause 24.9(d) should also be removed.

Clauses 29.2 of the Exposure Draft – Public holiday substitution

83. Clause 29.2 contains various drafting errors. It should be replaced with the following, which is intended to reflect clauses 35.2 and 35.3 of the Award:

    (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

    (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a public holiday under the NES.

Clause 29.3(a) of the Exposure Draft – Public holiday penalty rates

84. Clause 29.3(a) is potentially inconsistent with clause 29.3(b). It states that an employer *must* pay an employee at public holiday penalty rates if an employee works on a public holiday or substituted public holiday. Clause 29.3(b)(i), however, provides for circumstances in which an employee will not be paid at public holiday penalty rates for working on a public holiday or a substituted public holiday.

85. Accordingly, clause 29.3(a) should be amended by inserting the following opening words: ‘Subject to clause 29.2(b)’.

Clause 29.3(b) of the Exposure Draft – Public holiday penalty rates

86. Clause 29.3(b) contains various drafting errors. It should be replaced with the following, which is intended to reflect clauses 35.2 and 35.3 of the Award:

> **(b)** Where an agreement to substitute a public holiday or part-day public holiday under clause 29.2 has been made, the following applies:
>
> **(i)** If both days are worked, then the employee must be paid for the public holiday on the day or part-day elected by the employee;
>
> **(ii)** If only the actual public holiday or part-day public holiday is worked, then the public holiday penalty rate applies; or
>
> **(iii)** If only the substitute public holiday or part-day public holiday is worked, then the public holiday rate applies.

Clause 34.1(c) of the Exposure Draft – Redundancy – Transfer to lower paid duties

87. The reference to clause 34.1(b)(i) should be replaced with a reference to clause 34.1(b)(ii). This appears to be a drafting error.

Clause 34.3(c) of the Exposure Draft – Redundancy – Job search entitlement

88. The reference to clause 34.3(a) should be replaced with a reference to clause 34.3(b). This appears to be a drafting error.

Clause B.5.3 Summary of hourly rates – Apprentices

89. The heading at clause B.5.3 refers to ‘beauty therapy apprentices’; however the rates therein appear to have been calculated in accordance with clause 19.1(b) of the Award, which applies only to hairdressing apprentices. Different rates apply to beauty therapy apprentices (see clause 19.2 of the Award).

90. Accordingly, ‘and beauty therapy’ should be deleted from the heading.

Clause B.5.4 Summary of hourly rates – Apprentices

91. The heading at clause B.5.4 refers to ‘beauty therapy apprentices’; however the rates therein appear to have been calculated in accordance with clause 19.1(b) of the Award, which applies only to hairdressing apprentices. Different rates apply to beauty therapy apprentices (see clause 19.2 of the Award).

92. Accordingly, ‘and beauty therapy’ should be deleted from the heading.

Clause B.5.6 Summary of hourly rates – Pre-apprentices

93. The rates in the final column are incorrect. They should be the same as the third and fourth columns.