

The Hair and Beauty Industry Award—Exposure Draft was first published on 16 November 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
16 November 2016	Exposure draft	
29 March 2019	Incorporate changes resulting from [2015] FWCFB 4658	1.3
	Incorporate changes resulting from [2016] FWCFB 7737 , PR585797	7.2, 22.5
	Incorporate change resulting from PR583014	24.9(a)
	Incorporates changes resulting from [2017] FWCFB 3176 , PR593803 and PR606329	16.3, Schedule D (deleted)
	Incorporate changes resulting from [2017] FWCFB 3433	1.2, 2, 4.2, 24.6, 24.7, 24.8
	Incorporates changes resulting from [2017] FWCFB 3500 , PR592689 , PR592263	20, Schedule C
	Incorporates changes resulting from [2017] FWCFB 3541 , PR598498	0, 22.1, 22.2
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Incorporates changes resulting from [2018] FWCFB 3500 , PR606329 , PR606630	16, Schedule A, Schedule C
	Incorporates changes resulting from PR606486	20
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609319	28A
	Incorporates changes resulting from [2018] FWCFB 4695 , PR700569	11.7
	Incorporate changes resulting from [2018] FWCFB 4735 , PR610035	19
	Administrative changes by Modern Awards team	19
	Incorporates changes resulting from [2018] FWCFB 6540 PR701683	Schedule H
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610162	6, 29, 29A, 30, 31
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701397	6A

A text box indicates that the Exposure Draft has been amended.

Changes agreed to by parties appear in red text.

Underlined text indicates new text that is to be included as a result of a technical and drafting decision.

Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.

Changes resulting from a determination are incorporated without any underlined text or strikethrough text.

EXPOSURE DRAFT

Hair and Beauty Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Hair and Beauty Industry Award 2010* as at 16 November 2016. This exposure draft does not seek to amend any entitlements under the *Hair and Beauty Industry Award 2010* but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/271](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

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

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This award is the *Hair and Beauty Industry Award 20XX*.

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

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

Clause 1.3 inserted in accordance with [\[2015\] FWCFB 4658](#) at [4]; and [\[2015\] FWCFB 6656](#) at [74].

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.

1.4 ~~1.3~~ Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. Definitions

In this award, unless the contrary intention appears:

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

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

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

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

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

Definition of **hair and beauty industry** has been moved and amended in accordance with [\[2017\] FWCFB 3433](#) at [339].

hair and beauty industry has the meaning given in clause 4.2

hair and beauty industry means:

- (a) ~~performing or carrying out one or more of the following activities: 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~~
- (b) ~~performing or carrying out one or more of the following activities: 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 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~~

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

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

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the ~~Act~~*Fair Work Act 2009* (Cth)

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

standard rate means the minimum weekly rate for a Hair and Beauty Employee Level 3 in clause 16.1

3. The National Employment Standards and this award

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

4. Coverage

- 4.1 This industry award covers employers throughout Australia in the hair and beauty industry and their employees in the classifications listed in clause 12—Classifications, to the exclusion of any other modern award.

Definition of **hair and beauty industry** has been moved in accordance with [\[2017\] FWCFCB 3433](#) at [339].

4.2 **hair and beauty industry** means:

- (a) performing or carrying out one or more of the following activities: 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
- (b) performing or carrying out one or more of the following activities: 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 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

- 4.3 ~~4.2~~ This award does not cover employees who perform hair and beauty work in the general retailing, theatrical, amusement and entertainment industries.

- 4.4 ~~4.3~~ 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.

- 4.5 ~~4.4~~ 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.

- 4.6 ~~4.5~~ This award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and*

Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees; or

- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), or employers in relation to those employees.

4.7 **4.6** 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.

5. Effect of variations made by the Fair Work Commission

A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

6. Individual flexibility arrangements

Clause 6 substituted in accordance with [PR610162](#)

6.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

6.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

6.3 An agreement may only be made after the individual employee has commenced employment with the employer.

6.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take

reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

- 6.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 6.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 6.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 6.8** Except as provided in clause 6.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 6.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 6.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 6.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 6.12** An agreement terminated as mentioned in clause 6.11(b) ceases to have effect at the end of the period of notice required under that clause.

- 6.13** The right to make an agreement under clause 6 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6A. Requests for flexible working arrangements

Clause 6A inserted in accordance with [PR701397](#)

6A.1 Employee may request change in working arrangements

Clause 6A applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A).

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6A is an addition to section 65.

6A.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (section 65(6)).

6A.3 What the written response must include if the employer refuses the request

Clause 6A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6A.2.

- (a) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (b) If the employer and employee could not agree on a change in working arrangements under clause 6A.2, the written response under section 65(4) must:
- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6A, can be dealt with under clause 30—Dispute resolution.

7. Facilitative provisions for flexible working practices

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

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

Clause 7.2 amended in accordance with [\[2018\] FWCFB 1548](#) at [756]

Clause	Provision	Agreement between an employer and:
13.2	Maximum hours on a day	An individual
14.1(d)	Notification of rosters – changing rosters	An individual
14.2(f)	Agreement to be rostered on Sundays	An individual
15.1	Meal breaks	An individual
<u>22.5</u>	<u>Time off instead of payment for overtime</u>	<u>An individual</u>
24.4	Agreement to take annual leave in advance	An individual
24.6	Agreement to cash out annual leave	An individual
27.2	Substitution of public holidays	The majority of employees

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees covered by this award will be employed in one of the following categories:

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

8.2 At the time of engagement an employer will inform each employee of the terms of their engagement including, whether they are to be full-time, part-time or casual.

8.3 Conversion of existing employees

- (a) No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee.
- (b) Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous.
- (c) A full-time employee who requests part-time work and is given part-time work may revert to full-time employment on a specified future date by written agreement with the employer.

9. Full-time employees

A full-time employee is engaged to work an average of 38 hours per week.

10. Part-time employees

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

10.1 A part-time employee:

- (a) works less than 38 hours per week; and
- (b) has reasonably predictable hours of work.

10.2 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:

- (a) the hours worked each day;
- (b) which days of the week the employee will work;
- (c) the actual starting and finishing times of each day;
- (d) that any variation will be in writing;

- (e) that the minimum daily engagement is three hours; and
- (f) the times of taking and the duration of meal breaks.

10.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.

10.4 The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.

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

10.6 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 11.

10.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the minimum hourly rate prescribed for the class of work performed.

10.8 Overtime is payable for all hours worked in excess of the agreed number of hours in clause 10.2 or varied in clause 10.3.

10.9 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' notice, by the employer to the employee.
- (b) Rosters will not be changed from week to week, or fortnight to fortnight, or to avoid any award entitlements.
- (c) Where the employer proposes to change an employee's roster under clause 10.9 the employer must comply with consultation requirements outlined in clause 29.

10.10 Award entitlements

- (a) 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.
- (b) Subject to the provisions in clause 10, all other provisions of the award relevant to full-time employees apply to part-time employees.

11. Casual employment

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

11.1 A casual employee is an employee who is engaged and paid as a casual employee.

11.2 For all hours worked between 7.00 am and 9.00 pm Monday to Friday, a casual employee will be paid:

- (a) the minimum hourly rate for the appropriate classification; and
- (b) a loading of 25% of the minimum hourly rate.

11.3 The minimum daily engagement of a casual is three hours.

11.4 A casual employee working on a Saturday or Sunday will be paid in accordance with clause 23—Penalty rates.

Clause 11.5 amended as a result of [PR598498](#)

11.5 The following provisions of this award do not apply to casuals:

- (a) Clause 13—Ordinary hours of work;
- (b) Clause 14—Rostering;
- (c) Clause 20.3(a)—Meal allowances;
- (d) Clause 20.3(e)—Excess travelling costs;
- (e) Clause 20.3(f)—Travelling time reimbursement;
- (f) Clause 20.3(h)—Transport of employee reimbursement;
- (g) ~~Clause 22.2—Overtime rates;~~
- (h) Clause 31—Termination of employment;
- (i) Clause 32—Redundancy;
- (j) Clause 33—Transfer to lower paid job on redundancy;
- (k) Clause 34—Employee leaving during redundancy notice period; and
- (l) Clause 35—Job search entitlement.

11.6 Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

11.7 Right to request casual conversion

Clause 11.7 inserted in accordance with [PR700569](#)

- (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.
- (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.

- (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.
- (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.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (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.
- (g) Reasonable grounds for refusal include that:
 - (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.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (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 30. 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.
- (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:

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (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.
 - (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.
 - (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.
 - (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) 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.
 - (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).

12. Classifications

12.1 All employees covered by this award must be classified according to the structure in clause 12.4.

12.2 Employers must advise their employees in writing of their classification and of any changes to their classification.

12.3 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.

12.4 Classification definitions

- (a) **Hair and Beauty Employee Level 1** means a receptionist or salon assistant.

- (b) **Hair and Beauty Employee Level 2** means:
 - (i) a make-up artist who holds a Certificate II in make-up services (or equivalent);
 - (ii) a nail technician who holds a Certificate II in Nail Technology (or equivalent); or
 - (iii) an unqualified beautician or cosmetologist.
- (c) **Hair and Beauty Employee Level 3** means:
 - (i) a beautician who holds a Certificate III in Beauty Services (or equivalent); or
 - (ii) a hairdresser who holds a Certificate III in Hairdressing (or equivalent).
- (d) **Hair and Beauty Employee Level 4** means a Beauty Therapist who holds a Certificate IV in Beauty Therapy (or equivalent).
- (e) **Hair and Beauty Employee Level 5** means:
 - (i) a hairdresser who holds a Certificate IV (or equivalent); or
 - (ii) a trichologist who is a hairdresser and holds a Certificate IV in Trichology (or equivalent).
- (f) **Hair and Beauty Employee Level 6** means a beauty therapist who holds a Diploma in Beauty Therapy (or equivalent).

Part 3—Hours of Work

13. Ordinary hours of work

13.1 Ordinary hours

- (a) Ordinary hours must not exceed an average of 38 per week and may be worked within the following spread of hours:

Days	Spread of hours
Monday to Friday	7.00 am–9.00 pm
Saturday	7.00 am–6.00 pm
Sunday	10.00 am–5.00 pm

- (b) Hours of work on any day will be continuous, except for rest breaks and meal breaks.

13.2 Maximum hours on a day

- (a) An employee may be rostered to work a maximum of nine hours on any day.
- (b) Despite clause 13.2(a):

- (i) an employee may be rostered to work one 10.5 hour day per week; and
- (ii) an employer and employee may agree in writing that the employee may work a second 10.5 hour day.

13.3 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.

14. Rostering

14.1 Notification of rosters

- (a) The employer will notify staff of:
 - (i) the number of ordinary hours to be worked each week;
 - (ii) the days of the week on which work is to be performed; and
 - (iii) the starting and finishing time of work for each day of the week.
- (b) Due to unexpected operational requirements, an employee's roster for a given day may be changed by mutual agreement with the employee prior to the employee arriving for work.
- (c) Rosters for full-time and part-time employees must be notified to employees at least 14 days in advance.
- (d) Rosters may be changed at any time by mutual agreement between the employer and employee.
- (e) 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.
- (f) Where the employer proposes to change an employee's roster under clause 14.1 the employer must comply with consultation requirements outlined in clause 29.

14.2 Rostering principles

- (a) A roster period cannot exceed four weeks.
- (b) Ordinary hours will be worked on not more than five days in each week.
- (c) Despite clause 14.2(b), 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.
- (d) **Consecutive days off**
 - (i) 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.

- (ii) Clause 14.2(d)(i) does 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.
- (iii) An employee can terminate the agreement by giving four weeks' notice to the employer.
- (e) Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.
- (f) 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.

15. Breaks

15.1 Unpaid meal breaks—all employees

- (a) All employees must be allowed a meal break of between 45 and 60 minutes after five hours work.
- (b) By mutual agreement the meal break can be shortened to 30 minutes.
- (c) Meal breaks do not count as time worked.

15.2 Paid rest breaks—full time employees

- (a) Full-time employees must be granted two rest breaks of 10 minutes per day, one either side of the meal break.
- (b) Rest breaks are counted as time worked.

15.3 Paid rest breaks—part-time and casual employees

- (a) Part-time employees who work between four and seven hours on any day (Monday to Sunday inclusive) must receive one rest period of 10 minutes rest break during the period of work.
- (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.
- (c) Where the work period is seven hours or more on any day (Monday to Sunday), two 10 minute rest breaks must be granted.
- (d) If two rest breaks are granted, one will be taken during the period of work before the meal break and one after.
- (e) All rest breaks count as time worked.

15.4 Breaks between shifts

All employees are entitled to at least a 12 hour rest period between finishing work on one day and starting work the next day.

Part 4—Wages and Allowances

16. Minimum Wages

Monetary amounts adjusted as a result of AWR 2018.

16.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Classifications	Minimum weekly rate	Minimum hourly rate
	\$	\$
Level 1	789.90	20.79
Level 2	808.70	21.28
Level 3	837.40	22.04
Level 4	852.90	22.44
Level 5	878.40	23.12
Level 6	909.70	23.94

16.2 Supported wage system

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

16.3 National training wage

Clause 16.3 amended in accordance with [PR593803](#) and [PR606329](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Hair and Beauty Industry Award 2010* and not the *Miscellaneous Award 2010*.

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

17. Junior rates

Junior employees will be paid the following percentage of the appropriate minimum adult rate in clause 16.1:

Age	% of adult rate of pay
16 years of age and under	50
17 years of age	75
18 years of age	100

18. Apprentices and trainees

18.1 Minimum rates for hairdressing apprentices

- (a) The minimum award rates of pay for hairdressing apprentices who started their apprenticeship before 1 January 2014 are:

Year of apprenticeship	% of Level 3 rate
1st year – first 3 months	35
1st year – thereafter	45
2nd year	55
3rd year	77
4th year (if applicable)	90

- (b) The minimum award rates for hairdressing apprentices who started their apprenticeship on or after 1 January 2014 are:

Year of apprenticeship	% of Level 3 rate for apprentices who have not completed year 12	% of Level 3 rate for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	77	77
4th year (if applicable)	90	90

18.2 Minimum rates for beauty therapy apprentices

- (a) The minimum award rates of pay for beauty therapy apprentices who started their apprenticeship before 1 January 2014 are:

Year of apprenticeship	% of Level 3 rate
1st year	45
2nd year	60
3rd year	80
4th year	90

- (b) The minimum award rates for beauty therapy apprentices who started their apprenticeship on or after 1 January 2014 are:

Year of apprenticeship	% of Level 3 rate for apprentices who have not completed year 12	% of Level 3 rate for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	80	80
4th year (if applicable)	90	90

18.3 Minimum rates for pre-apprentices

- (a) The minimum award rates of pay for pre-apprentices who started their apprenticeship before 1 January 2014 are:

Year of apprenticeship	% of Level 3 rate
1st six months	45
Next 12 months	55
Next 12 months	77

- (b) The minimum award rates of pay for pre-apprentices who started their apprenticeship on or after 1 January 2014 are:

Year of apprenticeship	% of Level 3 rate for apprentices who have not completed year 12	% of Level 3 rate for apprentices who have completed year 12
1st six months	50	55
Next six months	55	55
Next six months	60	65
Next 12 months	77	77

18.4 Adult apprentices

- (a) The minimum award rates of pay for adult apprentices who started their apprenticeship 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 16, or the rate prescribed by clause 18.1, 18.2 or 18.3 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who started their apprenticeship on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 16—Minimum Wage or the rate prescribed by clause 18.1, 18.2 or 18.3 for the relevant year of the apprenticeship, whichever is the greater.
- (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 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.

- (d) 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 16 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

18.5 Apprentice conditions of employment

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

- (h) 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.
- (i) Time spent by an apprentice in attending any training 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.
- (j) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

18.6 School-based apprentices

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

18.7 Hairdressing trainees and graduates

The minimum rate of pay for full-time hairdressing trainees and graduates are:

Year of study	% of Level 3 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

18.8 Beauty therapy graduates

The minimum rate of pay for full-time beauty therapy graduates for the first 12 months is:

Year of study	% of Level 3 rate
Beauty Therapy Graduate (first 12 months)	92.5

Parties are asked to comment on whether the terms “trainee” and “graduate” should be defined for the purposes of clauses 18.6 and 18.7. It may also be unclear how clause 18.6 interacts with Schedule D—National Training Wage.

19. Payment of wages

Note moved; Clause 19 amended in accordance with [PR610035](#)

Payment within a specific period after pay cycle is being considered in matter [AM2016/6](#)

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

19.1 Wages will be paid weekly or fortnightly according to:

19.2 (a) the actual hours worked each week or fortnight; or

19.3 (b) may be averaged over a period of a fortnight.

19.2 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- (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](#).
- (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](#).

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.

Note 2: Paragraph (b) allows the Commission to make an order delaying 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](#).

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.

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

20. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2017 and AWR 2018

20.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.

20.2 Wage-related allowances

(a) Manager's allowance

An employee in charge of a hair and/or beauty establishment for a full week will be paid an allowance of **\$41.87** per week.

(b) First aid allowance

An employer will pay an employee **\$10.89** per week if the employee:

- (i)** holds an appropriate first aid qualification; and
- (ii)** is appointed by the employer to perform first aid duty.

(c) Broken Hill allowance

An employee in the County of Yancowinna in NSW (Broken Hill) will be paid an allowance of **\$35.84** per week, in addition to all other payments for working in Broken Hill.

20.3 Expense-related allowances

(a) Meal allowances

- (i)** An employee will be either provided with a meal or paid a meal allowance of **\$18.41** when required to work more than one hour of overtime without being given 24 hours' notice after the employee's ordinary time of ending work.
- (ii)** Where overtime exceeds four hours a further meal allowance will be paid.
- (iii)** No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.

(b) Transport allowance

An employee will be paid an allowance of **\$0.78** per kilometre where an employer asks an employee to use their own motor vehicle in the performance of their duties.

(c) Tool allowance

- (i)** 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.

- (ii) The employer must pay to the employee a tool allowance of **\$8.99** per week where an employee is required to use their own tools.

(d) Special clothing

- (i) 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.
- (ii) This provision will not apply where the special clothing is supplied and/or paid for by the employer.

(e) Excess travelling costs

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 moving costs incurred will be reimbursed by the employer.

(f) Travelling time reimbursement

- (i) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent travelling to and 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.
- (ii) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling to and from such pick up point.
- (iii) The rate of pay for travelling time will be the minimum hourly rate, except on Sundays and holidays when it will be **150%** of the minimum hourly rate.

(g) Transfer of employee reimbursement

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.

(h) Transport of employee reimbursement

- (i) Where an employee:
 - starts and/or finishes work after 10.00 pm on any day or before 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.

- (ii) Clause 20.3(h)(i) will not apply if the employer provides or arranges proper transportation to and from the employee's usual place of residence at no cost to the employee.
- (iii) An employee can always elect to provide their own transport.

See Schedule B for a summary of monetary allowances.

21. Superannuation

21.1 Superannuation legislation

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

21.2 Employer contributions

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

21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or (b) no later than 28 days after the end of the month in which the deductions authorised under clauses 21.3(a) or (b) was made.

21.4 Superannuation fund

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

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

21.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b):

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

Part 5—Overtime and Penalty Rates

22. Overtime

22.1 Reasonable overtime

Clause 22.1 amended in accordance with [PR598498](#).

- (a) An employer may require an employee to work reasonable overtime at overtime rates, subject to clause 22.1(b).
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

Clause 22.2 amended in accordance with [PR598498](#); re-drafted in accordance with plain language principles

22.2 Overtime rates—full-time and part-time employees

Full-time and part-time employees who work overtime hours ~~Overtime hours worked~~ in excess of the ordinary number of hours of work prescribed in clause 13.1 are to be paid at:

- (a) **150%** of the minimum hourly rate for the first 3 hours; and
- (b) **200%** of the minimum hourly rate after 3 hours.s

Clause 22.2 amended in accordance with [PR598498](#); re-drafted in accordance with plain language principles

22.3 Overtime rates—casual employees

- (a) Clause 22.3 applies to casual employees who work in excess of:
 - (i) 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; or
 - (ii) 10.5 hours per day.

- (b) Casual employees who work in excess of the hours in clause 22.3(a) are to be paid at:
- (i) 175% (inclusive of casual loading) of the minimum hourly rate of pay for the first three hours; and
 - (ii) 225% (inclusive of casual loading) of the minimum hourly rate of pay after three hours.

Parties are asked to clarify whether overtime is payable for work on Monday-Saturday outside ordinary hours in clause 13.1.

22.4 ~~22.3~~ 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 **200%** of the minimum hourly rate for all time worked with a minimum payment as for four hours' work.

22.5 ~~22.4~~ Time off instead of payment for overtime

22.4 renamed and substituted in accordance with [PR585797](#); 22.4 renumbered as 22.5

- (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.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 22.5 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 22.5 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.5.

23. Penalty rates

23.1 Saturday work

- (a) A full-time, part-time and casual employee will be paid **133%** of the minimum hourly rate for ordinary hours worked between 7.00 am and 6.00 pm on a Saturday.
- (b) A casual employee will be paid **150%** of the minimum hourly rate for hours worked outside 7.00 am and 6.00 pm on a Saturday.

Parties are asked to clarify the rate of pay for a full-time or part-time employee on a Saturday outside ordinary hours (see also comment at end of clause 22.3).

23.2 Sunday work

A full-time, part-time and casual employee will be paid **200%** of the minimum hourly rate for all hours worked on a Sunday.

Part 6—Leave and Public Holidays

24. Annual leave

24 amended in accordance with [PR583014](#). (24.9(a) deleted)

- 24.1 Annual leave is provided for in the [NES](#).

24.2 Definition of shiftworker

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.

24.3 Annual leave loading

(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 16 of this award. Annual leave loading payment is payable on leave accrued.

(b) The loading will be as follows:

(i) Day work

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.

(ii) Shiftwork

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.

24.4 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 24.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

(c) The employer must keep a copy of any agreement under clause 24.4 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 24.4, 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.

24.5 Requirement to take leave notwithstanding terms of the NES

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.

24.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.6.
- (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) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 24.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 24.6 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.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 24.6 as an employee record.

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

Note 1: Under [section 344 of the Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.6.

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.

Note 3: An example of the type of agreement required by clause 24.6 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

24.7 Excessive leave accruals: general provision

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

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 [Part 2.2, Division 6 of the Act](#). 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).

- (a) 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.
- (b) Clause 24.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (c) 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.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.7(a) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 24.7, 24.8 or 24.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 24.8(b)(i).

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

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.

24.9 Excessive leave accruals: request by employee for leave

~~(a) Clause 24.9 comes into operation from 29 July 2017.~~

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.7(a) 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.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 24.8(a) that, 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, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 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.
- (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 24.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

25. Personal/carer's leave and compassionate leave

25.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).

26. Parental leave and related entitlements

26.1 Parental leave and related entitlements are provided for in the [NES](#).

27. Public holidays

This public holiday provision may be affected by [AM2014/301](#)

- 27.1 Public holiday entitlements are provided for in the [NES](#).
- 27.2 An employer and a majority of employees may agree to substitute another day for a public holiday.
- 27.3 Where an agreement to substitute a public holiday is made the following applies:
- (a) If both days are worked an employee will be paid for the public holiday on day elected by employee;
 - (b) If only the actual public holiday is worked, the employee will be paid the public holiday penalty; or
 - (c) If only a substituted day is worked, the employee will be paid the public holiday penalty.
- 27.4 Work on a public holiday must be compensated by payment of **200%** of the minimum hourly rate for full-time, part-time and casual employees.

27.5 Part-day public holidays

For provisions relating to part-time public holidays see Schedule H—Part-day Public Holidays.

28. Community service leave

Community service leave is provided for in the [NES](#).

28A. Leave to deal with family and domestic violence

Clause 28A inserted in accordance with [PR609319](#)

28A.1 This clause applies to all employees, including casuals.

28A.2 Definitions

(a) In this clause:

family and domestic violence 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.

family member means:

- (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.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 28A.2(a) includes a former spouse or de facto partner.

28A.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (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.

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.

NOTE 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.

28A.4 Taking unpaid leave

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.

28A.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.

28A.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 28A. 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 28A 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 28A.4.

NOTE: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

28A.7 Confidentiality

- (a)** Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 28A.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b)** Nothing in clause 28A 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.

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.

28A.8 Compliance

An employee is not entitled to take leave under clause 28A unless the employee complies with clause 28A.

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

Clause 29 substituted in accordance with [PR610162](#)

- 29.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a)** give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b)** discuss with affected employees and their representatives (if any):
 - (i)** the introduction of the changes; and
 - (ii)** their likely effect on employees; and
 - (iii)** measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

29.2 For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

29.3 Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

29.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).

29.5 In clause 29 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

29.6 Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

29A. Consultation about changes to rosters or hours of work

Clause 29A inserted in accordance with [PR610162](#)

29A.1 Clause 29A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

29A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

- 29A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 29A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 29A.4** The employer must consider any views given under clause 29A.3(b).
- 29A.5** Clause 29A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

30. Dispute resolution

Clause 30 substituted in accordance with [PR610162](#)

- 30.1** Clause 30 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 30.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 30.3** If the dispute is not resolved through discussion as mentioned in clause 30.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 30.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 30.2 and 30.3, a party to the dispute may refer it to the Fair Work Commission.
- 30.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 30.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 30.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 30.
- 30.8** While procedures are being followed under clause 30 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

30.9 Clause 30.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

31. Termination of employment

Clause 31 substituted in accordance with [PR610162](#)

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

31.1 Notice of termination by an employee

- (a) Clause 31.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (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.

Table 1—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	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

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.

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (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.
- (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).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

31.2 Job search entitlement

- (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.
- (b) The time off under clause 31.2 is to be taken at times that are convenient to the employee after consultation with the employer.

32. Redundancy

Redundancy provisions structure is subject to further consideration by the Plain Full Bench, see [\[2018\] FWCFB 6439](#)

Redundancy pay is provided for in the [NES](#).

~~**33. Transfer to lower paid job on redundancy**~~

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

~~**34. Employee leaving during redundancy notice period**~~

~~An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 32—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.~~

~~**35. Job search entitlement**~~

~~**35.1 Job search entitlement for notice of termination of employment**~~

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

~~**35.2 Job search entitlement—redundancy**~~

~~(a) **Time off for seeking other employment**~~

~~An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.~~

(b) Proof of attendance

~~If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.~~

DRAFT

Schedule A—Summary of Hourly Rates of Pay

Monetary amounts adjusted as a result of AWR 2018.

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

A.1 Full-time and part-time adult employees

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

	Ordinary hours	Saturday	Sunday	Public holiday
	% of minimum hourly rate			
	100%	133%	200%	250%
	\$	\$	\$	\$
Level 1	20.79	27.65	41.58	51.98
Level 2	21.28	28.30	42.56	53.20
Level 3	22.04	29.31	44.08	55.10
Level 4	22.44	29.85	44.88	56.10
Level 5	23.12	30.75	46.24	57.80
Level 6	23.94	31.84	47.88	59.85

A.1.2 Full-time and part-time adult employees other than shiftworkers—overtime rates

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday	Public holiday
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	31.19	41.58	41.58	51.98
Level 2	31.92	42.56	42.56	53.20
Level 3	33.06	44.08	44.08	55.10
Level 4	33.66	44.88	44.88	56.10
Level 5	34.68	46.24	46.24	57.80
Level 6	35.91	47.88	47.88	59.85

A.2 Casual adult employees

A.2.1 Casual adult employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday	Monday to Saturday outside ordinary hours
	% of minimum hourly rate				
	125%	133%	200%	250%	150%
	\$	\$	\$	\$	\$
Level 1	25.99	27.65	41.58	51.98	31.19
Level 2	26.60	28.30	42.56	53.20	31.92
Level 3	27.55	29.31	44.08	55.10	33.06
Level 4	28.05	29.85	44.88	56.10	33.66
Level 5	28.90	30.75	46.24	57.80	34.68
Level 6	29.93	31.84	47.88	59.85	35.91

A.3 Junior rates

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 16.1. Adult rates apply from 21 years of age in accordance with clause 17.

A.3.1 Full-time and part-time junior employees—ordinary and penalty rates

Age	Junior hourly rate – ordinary hours	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	133%	200%	250%
	\$	\$	\$	\$
Level 1				
16 years or under	10.40	13.83	20.80	26.00
17 years	15.59	20.73	31.18	38.98
18 years	20.79	27.65	41.58	51.98
Level 2				
16 years or under	10.64	14.15	21.28	26.60
17 years	15.96	21.23	31.92	39.90
18 years	21.28	28.30	42.56	53.20

Age	Junior hourly rate – ordinary hours	Saturday	Sunday	Public holiday
	% of junior hourly rate			
	100%	133%	200%	250%
	\$	\$	\$	\$
Level 3				
16 years or under	11.02	14.66	22.04	27.55
17 years	16.53	21.98	33.06	41.33
18 years	22.04	29.31	44.08	55.10

A.3.2 Full-time and part-time junior employees—overtime rates

Age	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday	Public holiday
	% of junior hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1				
16 years or under	15.60	20.80	20.80	26.00
17 years	23.39	31.18	31.18	38.98
18 years	31.19	41.58	41.58	51.98
Level 2				
16 years or under	15.96	21.28	21.28	26.60
17 years	23.94	31.92	31.92	39.90
18 years	31.92	42.56	42.56	53.20
Level 3				
16 years or under	16.53	22.04	22.04	27.55
17 years	24.80	33.06	33.06	41.33
18 years	33.06	44.08	44.08	55.10

A.4 Casual junior employees

A.4.1 Casual junior employees—ordinary and penalty rates

Age	Junior hourly rate – ordinary hours	Saturday	Sunday	Public holiday	Monday to Saturday outside ordinary hours
	% of junior hourly rate				
	125%	133%	200%	250%	150%
	\$	\$	\$	\$	\$
Level 1					
16 years or under	13.00	13.83	20.80	26.00	15.60
17 years	19.49	20.73	31.18	38.98	23.39
18 years	25.99	27.65	41.58	51.98	31.19
Level 2					
16 years or under	13.30	14.15	21.28	26.60	15.96
17 years	19.95	21.23	31.92	39.90	23.94
18 years	26.60	28.30	42.56	53.20	31.92
Level 3					
16 years or under	13.78	14.66	22.04	27.55	16.53
17 years	20.66	21.98	33.06	41.33	24.80
18 years	27.55	29.31	44.08	55.10	33.06

A.5 Apprentice rates

A.5.1 The **apprentice hourly rate** is based on a percentage of the Level 3 adult rate in accordance with clause 16.1.

A.5.2 The apprentice hourly rate for hairdressing and beauty therapy apprentices is calculated in accordance with clause 18—Apprentices and trainees.

A.5.3 **Hairdressing and beauty therapy apprentices commencing an apprenticeship on or after 1 January 2014—ordinary and penalty rates**

	Apprentice hourly rate – ordinary hours	Saturday	Sunday	Public holiday
	% of apprentice hourly rate			
	100%	133%	200%	250%
	\$	\$	\$	\$
Have not completed year 12				
1 st year	11.02	14.66	22.04	27.55
2 nd year	13.22	17.58	26.44	33.05
3 rd year	16.97	22.57	33.94	42.43
4 th year (if applicable)	19.83	26.37	39.66	49.58
Completed year 12				
1 st year	12.12	16.12	24.24	30.30
2 nd year	14.32	19.05	28.64	35.80
3 rd year	16.97	22.57	33.94	42.43
4 th year (if applicable)	19.83	26.37	39.66	49.58

A.5.4 **Hairdressing and beauty therapy apprentices commencing an apprenticeship on or after 1 January 2014—overtime**

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday	Public holiday
	% of apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Have not completed year 12				
1 st year	16.53	22.04	22.04	27.55
2 nd year	19.83	26.44	26.44	33.05
3 rd year	25.46	33.94	33.94	42.43

	Monday to Saturday – first 3 hours	Monday to Saturday – after 3 hours	Sunday	Public holiday
	% of apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
4 th year (if applicable)	29.75	39.66	39.66	49.58
Completed year 12				
1 st year	18.18	24.24	24.24	30.30
2 nd year	21.48	28.64	28.64	35.80
3 rd year	25.46	33.94	33.94	42.43
4 th year (if applicable)	29.75	39.66	39.66	49.58

A.5.5 Pre-apprentices commencing an apprenticeship on or after 1 January 2014—ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday	Sunday	Public holiday
	% of apprentice hourly rate			
	100%	133%	200%	250%
	\$	\$	\$	\$
Have not completed year 12				
First six months	11.02	14.66	22.04	27.55
Next six months	12.12	16.12	24.24	30.30
Next six months	13.22	17.58	26.44	33.05
Next 12 months	16.97	22.57	33.94	42.43
Completed year 12				
First six months	12.12	16.12	24.24	30.30
Next six months	12.12	16.12	24.24	30.30
Next six months	14.32	19.05	28.64	35.80
Next 12 months	16.97	22.57	33.94	42.43

A.5.6 Pre-apprentices commencing an apprenticeship on or after 1 January 2014—overtime

	Monday to Sunday – first 3 hours	Monday to Sunday – after 3 hours	Sunday	Public holiday
	% of apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Have not completed year 12				
First six months	16.53	22.04	22.04	27.55
Next six months	18.18	24.24	24.24	30.30
Next six months	19.83	26.44	26.44	33.05
Next 12 months	25.46	33.94	33.94	42.43
Completed year 12				
First six months	18.18	24.24	24.24	30.30
Next six months	18.18	24.24	24.24	30.30
Next six months	21.48	28.64	28.64	35.80
Next 12 months	25.46	33.94	33.94	42.43

A.5.7 Full-time trainees and graduates—ordinary and penalty rates

	Apprentice hourly rate – ordinary hours	Saturday	Sunday	Public holiday
	% of apprentice hourly rate			
	100%	133%	200%	250%
	\$	\$	\$	\$
Hairdressing				
Less than 1000 hours of full-time accredited training	12.12	16.12	24.24	30.30
At least 1000 hours but less than 2000 hours of full-time accredited training	16.53	21.98	33.06	41.33
Hairdressing Graduate (first 12 months)	20.38	27.11	40.76	50.95
Beauty Therapy				
Beauty Therapy Graduate (first 12 months)	20.38	27.11	40.76	50.95

A.5.8 Full-time trainees and graduates—overtime

	Monday to Sunday – first 3 hours	Monday to Sunday – after 3 hours	Sunday	Public holiday
	% of apprentice hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Hairdressing				
Less than 1000 hours of full-time accredited training	18.18	24.24	24.24	30.30
At least 1000 hours but less than 2000 hours of full-time accredited training	24.80	33.06	33.06	41.33
Hairdressing Graduate (first 12 months)	30.57	40.76	40.76	50.95
Beauty Therapy				
Beauty Therapy Graduate (first 12 months)	30.57	40.76	40.76	50.95

Schedule B—Summary of Monetary Allowances

See clause 20—Allowances for full details of allowances payable under this award.

B.1 Wage-related allowances:

B.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2 as the minimum weekly rate for a Hair and Beauty Employee Level 3 in clause 16 = **\$837.40**.

Allowance	Clause	% of standard rate \$837.40	\$ per week
Manager’s allowance	20.2(a)	5.0	41.87
First aid allowance	20.2(b)	1.3	10.89
Broken Hill allowance	20.2(c)	4.28	35.84

B.1.2 Adjustment of wage-related allowances

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

B.2 Expense-related allowances

B.2.1 The following expense-related allowances will be payable to employees in accordance with clause 20.3:

Allowance	Clause	\$
Meal allowance—more than one hour’s overtime without 24 hours’ notice	20.3(a)(i)	18.41 per occasion
Transport allowance	20.3(b)	0.78 per km
Tool allowance	20.3(c)	8.99 per week

B.2.2 Adjustment of expense-related allowances

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Transport allowance	Private motoring sub-group
Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group

Schedule C—Supported Wage System

Monetary amounts adjusted as a result of [PR606630](#)

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

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

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

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

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

C.4 Supported wage rates

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

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than **\$86** per week.

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

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

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

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$86 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D— ~~National Training Wage~~

Schedule E deleted in accordance with [PR593803](#)

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Schedule E—School-based Apprentices

- E.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Part-day Public Holidays

Schedule H amended in accordance with [PR701683](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

- H.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause H.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the [NES](#).

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