

HAIR & BEAUTY (STATE) AWARD

Schedule of Consolidated Award Published on 23.7.2004 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	C2768	23.07.2004	First pay period on or after 13.04.2004	345	452
10, Part B	C3011	19.11.2004	First full pay period on or after 25.07.2004	347	411
3, 9	C3408	6.5.2005	From 28.10.2004	350	1040
10, Part B	C3934	21.10.2005	First full pay period on or after 25.7.2005	354	655
10, Part B	C5018	15.12.2006	First full pay period on or after 25.7.2006	361	1214
Arrangement, 24A, 25, 26	C5438	25.5.2007	On and from 19.12.2007	362	789
10, Part B	C6137	9.11.2007	First full pay period on or after 19.9.2006	364	397
40	C6093	8.2.2008	On and from 15.9.2007	364	965
Title, Arrangement, 1, 2, 7, 9, 10, 11, 11A, 18, 21, 22, 23, 24, 27, 32, 35, 35A, 36, 37, Part B	C6748	31.10.2008	First full pay period on or after 19.9.2008	366	936
Correction to C6748	C6794	28.11.2008		366	1300
10, Part B	C7207	30.10.2009	First full pay period on or after 19.9.2009	369	544

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Apprenticeships and School-based Apprenticeships
3.	Prohibition of Work
4.	Hours
5.	Alternative Method of Implementing 38-hour Week
6.	Overtime
7.	Meals
8.	Rest Pause
9.	Wages and Classifications
10.	State Wage Case Adjustments
11.	Part-time Employees
11A.	Casual Employees
12.	Post-work Training
13.	Tools and Equipment
14.	Special Allowance - Health Department of New South Wales
15.	Uniforms and Footwear
16.	First-Aid Allowance
17.	First-Aid Kit
18.	Transport Allowance
19.	Transfer of Employees
20.	Living Away From Home Allowance
21.	Holidays
22.	Annual Leave
23.	Annual Leave Loading
24.	Sick Leave
24A.	Parental Leave
25.	Personal/Carer's Leave
26.	Bereavement Leave
27.	Payment of Wages
28.	Training
29.	Utilisation of Skills
30.	Consultative Mechanism
31.	Enterprise Arrangements
32.	Dispute Procedure
33.	Long Service Leave
34.	Right of Entry
35.	Termination of Employment
35A.	Confidentiality
36.	Superannuation
37.	Redundancy
38.	Anti-Discrimination
39.	Deduction of Union Membership Fees
40.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

Table 3 – Part-time and Casual Rates of Pay

1. Definitions

- (i) Full-time employees shall mean all employees engaged to work 36 ordinary hours or more per week.
- (ii) Part-time employee means an employee engaged to work for less than 36 ordinary hours of each week.
 - (a) Casual employee means a person engaged to work on an irregular basis for no less than 4 hours per shift."
- (iii) Beautician shall mean a person employed to perform the following services:
 - (a) manicure; pedicure; nail enhancement and nail artistry techniques; and / or
 - (b) waxing; and/or
 - (c) eyebrow arching, lash brow tinting; and make-up (all as defined in the National Beauty Training Package).
- (iv) Beauty therapist shall mean a person who:
 - (a) holds at least a Certificate IV in Beauty Therapy; and
 - (b) performs any work of a Beautician; or any or the following services (or a combination of both): analysis of skin; development of treatment plans; facial treatments including massage and other specialised treatments such as lymphatic drainage, high frequency; body treatments, including full body massage and other specialised treatments using machinery and other cosmetic applications and techniques; body hair removal, including (but not limited to) waxing and 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, and excludes those persons who are covered under clause 9(iv)(d) of this Award for the time period specified therein."
- (v) Salon Assistant shall mean a person engaged as a general hand that shall be prohibited from doing trade work other than shampooing and basin work as defined in clause 3, Prohibition of Work.
- (vi) Electrologist shall mean a person engaged in the work of electrolysis.
- (vii) A wigmaker is an employee doing work on or in connection with the making of wigs, toupees or other hairpieces and/ or boardwork generally.
- (viii) A hairdresser shall mean a qualified person (within the definition of the *Hairdressers Act 2003*) doing men's or women's hairdressing, and excludes those persons who are covered under clause 9(iv)(b) of this Award for the time period specified therein."
- (ix) Salon means any premises where hair and/or beauty services are performed.
- (x) Union means The Australian Workers' Union, New South Wales.

2. Apprenticeships and School Based Apprenticeships

- (i) Apprentices may be indentured to one of the following apprenticeship trades:
- (a) Hairdressing;
 - (b) Beauty Therapy
- (ii) School based apprentice is an employee who is undertaking an apprenticeship, declared or recognised by the State Training Authority, under a training contract while also enrolled in the Higher School Certificate. The School based apprenticeship may commence upon the completion of Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant *Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001*.
- (iii) Progression through Wage Structure
- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice, provided that such apprentice satisfies the requirements of the Vocational Training Order issued by the NSW Department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.
 - (b) The rates of pay are based on a standard apprenticeship of four years (unless the apprenticeship is of three years duration). 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.
- (iv) Conversion from a school based to a full time apprenticeship
- Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- (v) Conditions of Employment
- Except as provided by this award, school based apprentices are entitled to pro-rata entitlements and all other conditions of employment contained in this Award.
- (a) The school based apprentice shall 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.
 - (b) For the purpose of this sub-clause, 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.
 - (c) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

(vi) Disputes and Disciplinary Matters

The settlement of Dispute provisions of the Award, subject to the provisions of the *Apprenticeship and Traineeship Act 2001*, shall apply for the resolution of disputes and disciplinary matters. This means that in the event that a dispute cannot be resolved at the enterprise level in accordance with the Settlement of Dispute provisions of the Award, it will be first referred to the Vocational Training Tribunal in accordance with the *Apprenticeship and Traineeship Act 2001*. Then if necessary it will be referred to the Industrial Relations Commission of New South Wales, for conciliation and if necessary arbitration.

(vii) Rate of Pay for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent off the job Training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week. The wages paid for training time may be averaged over the school term or year.
- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(viii) Leave Reserved

Leave is reserved to the parties to apply to amend sub-clause 9(v) if a Vocational Training Order relevant to the trade of a School based apprentice is amended, after consultation with the award parties.

3. Prohibition of Work

No person shall perform the work of a hairdresser unless that person is qualified to work as a hairdresser under the provisions of the *Hairdressers Act 2003*. Provided however that a Salon Assistant as defined in the Award is permitted to perform the following tasks: Shampoo, Basin Work, Remove Hair Colours, Neutralise Permanent Waves, Remove Bleaches and Lighteners, Rinse Treatments and Application of Temporary Colour.

4. Hours

- (i) Ordinary hours shall not exceed 38 over five and one-half days.

Employees required to work ordinary hours on Sundays and public holidays will be required to work no more than five days in that week. The span of hours for ordinary hours will be as follows:

Monday to Friday - 8.00 a.m. to 9.00 p.m.

Saturday, Sunday and public holidays - 8.00 a.m. to 6.00 p.m.

- (ii) An employee shall not be required to work beyond 6.00 p.m. on more than two nights in any week. Ordinary hours may, however, be extended to 7.00 p.m. without penalty rates or a meal allowance if there is written agreement between the employer and employee. This agreement must clearly state both parties consent and the penalties and allowances forfeited by the employee. Apprentices and junior employees will not be permitted to extend ordinary hours as provided in this clause.

- (iii) Payment for ordinary hours at the following times will be as follows:

Monday to Friday - Ordinary hours worked past 6.00 p.m. = Hourly rate + 25 per cent.

Saturday - Ordinary hours worked all day = Hourly rate + 25 per cent.

Sunday - Ordinary hours worked all day = Hourly rate + 50 per cent.

Public Holiday - Ordinary hours worked all day = Hourly rate + 100 per cent.

- (iv) All employees shall be entitled to at least 12 hours rest break between the cessation of one day's work and the commencement of the next day's work.
- (v) The maximum number of hours of work on any day, without the payment of overtime, shall not exceed eight in any one day. Provided that, by agreement between employer and employee, ordinary hours may be worked for up to ten hours per day.
- (vi) The maximum number of hours that may be worked in any week, without the payment of overtime, will be 38.
- (vii) No broken shifts will be allowed.

5. Alternative Method of Implementing 38-Hour Week

- (i) Where agreement is reached between the employer and employees, the 38-hour week shall operate in the following manner:
 - (a) Employees shall work an additional two hours each week, which shall accumulate and entitle those employees to an accumulated day off on a Monday in each four-week cycle.
 - (b) Where a public holiday referred to in clause 21, Holidays, falls on a Monday, the accumulated day off shall be taken on any normal working day during that week.

6. Overtime

- (i) All time worked after 38 ordinary hours in any one week or outside the span of hours as prescribed in subclauses (i) and (ii) of clause 4, Hours, or in excess of the maximum daily hours as prescribed in subclause (v) of the said clause 4 shall be overtime and shall be paid at time and one-half for the first two hours and double time thereafter.
- (ii) All overtime worked on Saturdays shall be paid at time and one-half and all overtime worked on Sundays shall be paid at double time. All overtime on public holidays shall be paid at double time and one-half. By agreement between an employer and an employee, time off may be granted to an employee in lieu of payment for overtime with the overtime rate being paid as at the rate for time off.
- (iii) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (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 reasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

7. Meals

- (i) An employee shall be allowed no less than thirty (30) minutes for a meal between 11:45am and 2:45pm, Monday to Sunday inclusive, or at other times as agreed between the employer and the employee.

In any salon that does not provide a clean room and hot water facilities to employees, the period allowed for a meal shall be extended by 15 minutes which shall be counted as time worked.

- (ii) There shall be no meal break on any day where an employee works less than five hours.
- (iii) Subject to any arrangements in accordance with subclause (ii) of clause 4, Hours, and despite clause 7(ii), any employee required to work after 6:00pm, Monday to Friday, shall be paid a meal allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and shall be allowed a meal break of 20 minutes which shall be counted as time worked."

8. Rest Pause

When it conveniently can be arranged by the employer, each employee shall be allowed a rest pause of ten minutes either in the morning or in the afternoon, Monday to Sunday, inclusive, at a time to be indicated by the employer. This time shall be counted as ordinary time worked.

9. Wages and Classifications

The minimum weekly wage payable to full-time employees shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.

- (i) Provided that a Receptionist/Salon Assistant under 21 years of age shall be paid the following percentages of the wage prescribed for Level 2 in Table 1:

Age	Percentage per Week
Under 16 years of age	40%
At 16 years of age	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years of age	90%

- (ii) In addition to the appropriate minimum wage prescribed by this clause, an employee in charge of a salon for more than four hours in a shift, not being an employee temporarily in charge during the absence of a person ordinarily in charge, but including an employee employed as a relieving employee in charge, shall be paid an additional amount as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Any dispute in the application of this sub-clause shall be referred to the Industrial Relations Commission of New South Wales, for conciliation and if necessary arbitration.

- (iii) Apprentices

- (a) For all apprenticeships contracts entered into on or after the date that the new relevant Vocational Training Orders are gazetted by the NSW Government, the minimum wages payable to apprentices and probationers doing hairdressing shall be the following percentages of the wage prescribed for a hairdresser as appears in Level 1 of Table 1:

	Percentage Per Week
1st Year	45%
2nd Year	60%
3rd Year	80%

- (b) For all apprenticeships contracts entered into on or after the date that the new relevant Vocational Training Orders are gazetted by the NSW Government, the minimum wages payable to apprentices or probationers doing beauty therapy shall be the following percentages of the wage prescribed for a beauty therapist as appears in Level 1 of the said Table 1:

	Percentage Per Week
1st Year	45%
2nd Year	60%
3rd Year	80%

- (iv) Students and Graduates

- (a) The minimum wages payable to a person who is completing (but has not yet completed):
- (i) a Commercial Certificate III in Hairdressing (within the definition of the Australian Hairdressing Training Package 2006); or

- (ii) a Certificate IV in Beauty Therapy (within the definition of the National Beauty Training Package), not being a person who is also completing an apprenticeship, for hours worked that do not form part of the minimum 'on-the-job' component of the course as offered by the relevant Registered Training Organisation, shall be one thirty-eighth of the appropriate weekly rate for a 2nd year apprentice, as the case may be, plus a casual loading of twenty (20) percent.

Provided that:

- A. such a person will not be entitled to the benefit of the following clauses of this Award: 21(i)-(iii), 23, 24 25, 26 (1)-(6), 35, 37; and
- B. the twenty (20) per cent loading paid to such persons shall be deemed a benefit that is more favourable to the worker than sections 3, 4 or 4A of the *Annual Holidays Act 1944*, and therefore, those sections of that Act will not apply to such persons under this Award.
- (b) The minimum wages payable to a person that has completed a Certificate III in Hairdressing (within the definition of the Australian Hairdressing Training Package 2006), other than a person who is completing or has completed their apprenticeship as a hairdresser, shall be the following percentages of the wage prescribed for a hairdresser as appears in Level 1 of Table 1:

	Percentage Per Week
No more than 12 months experience after completion	80%
Thereafter	100%

- (c) The minimum wages payable to a person that has completed a Certificate III in Beauty Services (or as amended from time to time), other than a person who is completing or has completed their apprenticeship as a beauty therapist, shall be the following percentages of the wage prescribed for a beautician as appears in Level 3 of Table 1:

	Percentage Per Week
No more than 12 months experience after completion	80%
Thereafter	100%

Provided that the minimum wages payable to such a person shall be 100% of the wage prescribed for a beautician as appears in Level 3 of Table 1 once that person attains the age of 21.

- (d) The minimum wages payable to a person that has completed a Certificate IV in Beauty Therapy (other than a person who is completing or has completed their apprenticeship as a beauty therapist) shall be the following percentages of the wage prescribed for a beauty therapist as appears in Level 1 of Table 1:

	Percentage Per Week
No more than 12 months experience after completion	80%
Thereafter	100%

Provided that the minimum wages payable to such a person shall be 100% of the wage prescribed for a beauty therapist as appears in Level 1 of Table 1 once that person attains the age of 21."

(v) Transitional arrangement - Apprenticeships

For all apprenticeships contracts entered into prior to the date that the new relevant Vocational Training Orders are gazetted by the NSW Government, the minimum wages payable to apprentices or probationers doing hairdressing or beauty therapy shall be the following percentages of the relevant senior wage, as the case may be, as appears in Level 1 of the said Table 1:

	Percentage Per Week
1st Year	40%
2nd Year	55%
3rd Year	70%
4th Year	85%

10. State Wages Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

11. Part-time Employees

- (i) Employees engaged as part-time employees shall be paid one thirty-eighth of the appropriate weekly rate for the work they perform, plus ten per cent, with a minimum engagement of four hours work. Where the rates outside the normal hourly rates apply, these shall be paid to part-time employees.
- (ii) Any change to a part-time employee's hours of work or days of work are to be communicated to the employee no less than five days prior, unless otherwise agreed by the employer and the employee.
- (iii) Upon appointment, a part-time employee shall be provided a written letter stating:
 - (a) the employee's name;
 - (b) the name of the employer;
 - (c) that the employee is employed on a part-time basis;
 - (d) the address of the salon where the work is to be carried out;
 - (e) the hourly rate of pay for ordinary time worked;
 - (f) any other form of remuneration;
 - (g) whether it is proposed that any tools are to be supplied by the employee; and
 - (h) the proposed hours of work per week."

11A. Casual Employees

- (i) Employees engaged as casual employees shall be paid one thirty-eighth of the appropriate weekly rate for the work they perform, plus twenty per cent, with a minimum engagement of four hours work. Where the rates outside the normal hourly rates apply, these shall be paid to casual employees.
- (ii) Upon appointment, a casual employee shall be provided a written letter stating:
 - (a) the employee's name;
 - (b) the name of the employer;
 - (c) that the employee is employed on a casual basis;
 - (d) the address of the salon where the work is to be carried out;
 - (e) the hourly rate of pay for ordinary time worked;
 - (f) any other form of remuneration;
 - (g) whether it is proposed that any tools are to be supplied by the employee."

12. Post-Work Training

An employee may accept or decline the offer of his/her employer to remain to attend after-hours training. Where an employee is required to attend a training course, he/she will be paid the appropriate overtime rates or be paid at ordinary rates if the training is part of ordinary hours.

13. Tools and Equipment

- (i) The employer shall provide all electrical equipment used by an employee.
- (ii) The employer shall provide all other necessary tools. If, by agreement between the employer and the employee, the employer does not provide all such tools, he/she shall pay a tool allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) Employees shall be responsible for the proper care and protection of provided tools whilst in their possession. An employee shall replace or pay for any tools if lost or damaged through his or her negligence.

14. Special Allowance - Health Department of New South Wales

Employees of the Health Department of New South Wales whilst working in mental institutions shall be paid an amount per hour as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to all other rates payable under this award. Such additional payment shall not be taken into account in the calculation of overtime or other penalty rates; provided that payment under this clause shall not be made in respect of work done in such areas as may be agreed upon between The Australian Workers Union, New South Wales, and the New South Wales Public Employment Office.

15. Uniforms and Footwear

Where an employer specifies a definite style of uniform to be worn, the uniform shall be supplied and paid for by the employer and shall remain the property of the employer.

Uniforms shall be laundered by the employer, provided that where the employee is required to launder the uniform, such employee shall be paid an allowance as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the ordinary wage.

There shall be no compulsion on employees to perform their duties wearing shoes with heels exceeding three centimetres in height.

16. First-Aid Allowance

An employee qualified to St John Ambulance standard or the equivalent and appointed by the employer to act as the first-aid attendant shall be paid an allowance as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

17. First-Aid Kit

The employer shall provide and continuously maintain, at a place reasonably accessible to all employees, a first-aid kit as prescribed in the Occupational Health and Safety Regulation 2001.

18. Transport Allowance

Where an employer occasionally requires an employee to use his/her own motor vehicle in the performance of his/her duties, such employee shall be paid an allowance of not less than the amount set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Where an employer has more than one salon under its control, an employee will be designated a base salon from which they are employed at. If the employee is required to work at another salon then the employee is to be paid the transport allowance (to and from the other work location) of not less than the amount set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, between the base salon and the other salon, or actual costs incurred, whichever is greater.

19. Transfer of Employees

Where an employer requires an employee to transfer permanently from one township to another, the employer shall be responsible for and shall pay the whole of the moving expenses, including fares and transport charges for the employee and his/her family.

20. Living Away from Home Allowance

An employee, required by the employer to work temporarily for the employer away from his/her usual place of employment, and who is required thereby to sleep away from his/her usual place of residence shall be entitled to the following:

- (a) fares to and from the place at which the employer requires the employee to work;
- (b) all reasonable expenses incurred for board and lodging;
- (c) payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed eight hours in 24 hours.

21. Holidays

- (i) The following days or the days observed as such shall be holidays without reduction of wages:
 - (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Monday;
 - (f) ANZAC Day;
 - (g) Queen's Birthday;
 - (h) Labour Day;
 - (i) Christmas Day;
 - (j) Boxing Day;
 - (k) the first Tuesday of November each year; and
 - (l) any other day, or part-day, declared by or under a law of NSW to be observed generally within NSW, or a region of NSW, as a public holiday.
- (ii) Any employee absent without leave on the day before or the day after a holiday identified in this clause shall be liable to forfeit wages for the day of absence as well as for that holiday, except where the employee's absence was caused through illness, in which case wages shall not be forfeited for the holiday.
- (iii) A part-time employee shall not be entitled to the benefits of this clause unless such employee has regularly worked on the day on which the award holiday falls, and has been in the employment of the same employer for at least three weeks prior to such award holiday.
- (iv) A casual employee shall not be entitled to the benefits of this clause, except for the provisions as set out in clause 4(iii) of this Award.

22. Annual Leave

See *Annual Holidays Act 1944*. As a casual employee is to be paid a twenty (20) per cent casual loading, that casual loading shall be deemed to be a benefit that is more favourable to the worker than sections 3, 4 or 4A of the *Annual Holidays Act 1944*, and therefore, those sections of that Act will not apply to casual employees under this Award by virtue of section 5 of that Act.

23. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act". This clause shall not apply to casual employees.
- (ii) Before an employee is given and takes his or her annual holiday or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.

(Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi).)

- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked).
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by clause 9, Wages and Classifications, and the appropriate rate of pay prescribed by clause 11, Part-time Employees, for the classification in which the employee was employed immediately before commencing his or her annual holiday.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the award rates of wages payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him or her under the Act, such proportion of the loading that would have been payable to him or her under this clause if he or she had become entitled to an annual holiday prior to the close-down as his or her qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee is terminated by his or her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled, he or she shall be paid a loading calculated in accordance with subclause (v) for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

24. Sick Leave

- (i) A full-time employee who after three months' service with the employer is absent from work on account of illness or injury shall notify the employer of his/her absence within one hour of his/her normal commencing time where practicable.
- (ii) Proof of such illness or injury shall be given to the employer by medical certificate or other satisfactory evidence. In any event, the employee must produce a doctor's certificate for absences in excess of two days.
- (iii) The employee shall, on account of such illness or injury, be entitled, without deduction of pay, to absent himself/herself from work for an aggregate of 60.8 hours of ordinary working time during the first year of employment on the following bases:

After 3 months completed service	-	22.8 hours
After 4 months completed service	-	30.4 hours
After 5 months completed service	-	38 hours
After 6 months completed service	-	60.8 hours

In the second and subsequent years of service, the employee will be entitled to 60.8 hours sick leave per year.

The rights under this clause shall accumulate as long as the employee is employed continuously by the same employer.

- (iv) The employer shall not terminate the employment of any employee during any period when the employee is absent from work and entitled to leave of absence in accordance with this clause and any purported termination shall not take effect so long as the employee is entitled to leave of absence in accordance with this clause.
- (v) This clause shall not apply to part-time employees or casual employees.

24A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

25. Personal/Carer's Leave

(1) Use of Sick Leave

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 25(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 24, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(b) The employee shall, if required,

(1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

1. "relative" means a person related by blood, marriage or affinity;

2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

3. "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 32, Dispute Procedure, should be followed.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 25(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(4) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of clause 6, Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

(6) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

(7) Personal Carers Entitlement for casual employees -

- (a) Subject to the evidentiary and notice requirements in 25(1)(b) and 25(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 25(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

26. Bereavement Leave

- (1) An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay on each occasion of the death of a person as prescribed in subclause (3) of this clause.
- (2) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (3) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 25, Personal/Carer's Leave Case, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (4) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (5) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 25. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (6) Part-time employees are only entitled to the said bereavement leave if the bereavement leave falls due on the day or days when they would normally work and to be paid for the hours normally worked on the day or days on which the leave is taken.
- (7) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 26(2) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 25(1)(c)(ii) of clause 25, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

27. Payment of Wages

- (i) All wages shall be paid weekly in addition to any commission, bonus or premium to which the employee is entitled. Such payment shall be made on the same day of each week, which shall not be a Saturday or Sunday except as herein provided for, and shall be made up to and including at least the second day preceding the day of payment. Provided that, in a week where an award holiday falls on the day on which wages are usually paid, payment thereof shall be made not later than the working day immediately preceding the award holiday; provided further that, if payment is made on a Friday, it shall be made no later than 3.30 p.m. and payment may be made on a Saturday, Sunday or public holiday to a part-time employee who only works on a Saturday, Sunday or public holiday.
- (ii) Subject to subclauses (iii) and (iv) of this clause, overtime shall be paid no later than a week from the pay day succeeding the day on which it was earned.
- (iii) Where employment is terminated, an employee shall be paid within one working day all wages due and shall be paid all overtime and other moneys due within 14 days of the date of the termination of employment.
- (iv) In the event of an employer not paying the said overtime and other moneys due at the time on which they have undertaken to pay, or is obliged by this clause to pay them, then the employer shall reimburse the employee all reasonable expenses they have incurred in attending to collect the amounts due to him or her.
- (v) Wages may be paid to employees at the employer's discretion in the form of cash, cheque or by electronic funds transfer into an account nominated by the employee.

28. Training

- (i) The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the industry, a greater commitment to training and skill developments is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation, an employer shall develop a training program consistent with:
 - (a) the current and future skill needs of the industry;
 - (b) the size, structure and nature of operation in the industry;
 - (c) the need to develop vocational skills relevant to the industry through courses conducted by accredited educational institutions and providers through on-site courses.
- (iii)
 - (a) Where, as a result of consultation with the employees concerned, it is agreed that additional training for such employees (excluding trade courses) in accordance with the program developed pursuant to subclause (ii) of this clause should be undertaken by such employees, that training may be undertaken during ordinary working hours and the employees concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of additional training shall be evidence of such expenditure. Provided that reimbursement shall also be on an annual basis, subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by an employee undertaking additional training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

29. Utilisation of Skills

- (i) Employees shall be employed to carry out such duties as may be directed by an employer from time to time, subject to their skill, competence and training.
- (ii) Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the employer, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause 32, Dispute Procedure, following prior consideration of the issue.

30. Consultative Mechanism

Enterprises covered by this award shall establish, between the employer and employee(s) and/or the union, consultative mechanisms and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

31. Enterprise Arrangements

An enterprise arrangement shall be processed in accordance with the Enterprise Arrangement Principle of the current State Wage Case Decision.

32. Dispute Procedure

- (i) Procedure relating to a grievance of an individual employee:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussion and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
 - (g) Either party involved in the grievance can refer the matter to the Industrial Relations Commission of New South Wales, for conciliation and if deemed necessary by either party, arbitration.

- (ii) Procedure for a dispute between an employer and the employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close as to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
 - (e) Either party involved in the dispute can refer the matter to the Industrial Relations Commission of New South Wales, for conciliation and if deemed necessary by either party, arbitration.

33. Long Service Leave

See *Long Service Leave Act 1955*.

34. Right of Entry

See *Industrial Relations Act 1996*.

35. Termination of Employment

- (i) The provisions of this clause shall only apply to full-time employees, with the exception of subclause (vi) which shall apply to part-time employees.
 - (a) This clause shall not apply to casual employees.
- (ii) Employment shall be on a weekly basis and shall continue from week to week until terminated in accordance with this clause.
- (iii) The employment of each employee is probationary for the first three months of employment, and commences on the first day of employment. During the probationary period, the employment may be terminated either by the employer or the employee with one day's notice for any reason, or by the payment or forfeiture, as the case may be, of one day's wages in lieu of such notice
 - (a) Other than during the probationary period, employment shall be terminated by one week's notice at any time during the week by either the employer or the employee or by the payment or forfeiture, as the case may be, of one week's wages in lieu of such notice.
- (iv) Where an employee's period of service is less than one year (calculated from the commencement of the employment) and the employment is terminated, the employee is entitled to a pro rata annual leave payment calculated in the following way:

Total number of weeks employed, multiplied by the current gross wage and divided by 12.
- (v) This clause shall not affect the right of the employer to dismiss any employee without notice for malingering, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.
- (vi) Employment of part-time employees shall be terminated by one week's notice given at any time during the week by either the employer or the employee or by the payment or forfeiture, as the case may be, of one week's wages in lieu of such notice.
- (vii) Employment of apprentices and trainees on probation may be terminated without notice by either the employer or employee without any payment in lieu of notice.

35A. Confidentiality

- (i) In this clause, "Confidential information" includes all information of a confidential nature regarding the past, current or future business interests, methodology or affairs of any person or entity with which an employee may deal or be concerned with, including but not limited, to matters of a technical nature, trade secrets, marketing procedures, financial information, wages / salary information, customer / client lists, and any other information which the employee comes across during the period of the employment.
- (ii) At all times during and after the termination of employment for any reason, all confidential information shall remain the property of the employer.
- (iii) Except in the proper course of his or her employment, an employee shall not, either during the term of employment or after its termination:
 - (a) disclose or allow to be disclosed, any confidential information, to any other person, unless required by law; or
 - (b) use any confidential information, whether such use is for the benefit of that employee or otherwise."

36. Superannuation

(1) Definitions

For the purpose of this award:

- (a) The "fund" shall mean -
 - (i) "ASSET" means the Australian Superannuation Savings Employment Trust, as may be amended from time to time, and includes any successor thereto; or
 - (ii) "Future Plus Super" means Future Plus Superannuation Fund, as may be amended from time to time, and includes any successor thereto; or
 - (iii) an alternative superannuation scheme existing within a company conforming to the Commonwealth Government's operational standards for occupational superannuation.
- (b) The "employer" shall mean any employer engaged in the industry to which clause 40, Area, Incidence and Duration, applies.
- (c) "Eligible employee" shall mean any employee who earns \$450.00 or more per month.
- (d) "Employed in the industry" means engagement by the employer where such engagement is within the scope of the industries and callings of the Hairdressing and Beauty Treatment (State) Conciliation Committee.
- (e) "Ordinary-time earnings" means:
 - (i) in the case of a full-time employee, the classification's weekly rate of pay for ordinary hours of labour; or
 - (ii) in the case of a part-time employee, the earnings for his/her classification during ordinary working hours (including the appropriate part-time loading).
 - (iii) A classification's rate shall include the rate per week and allowances related to work and/or conditions.
 - (iv) Ordinary-time earnings shall also include any over-award payment.
- (f) "Over-award payment" means the amount (whether it be termed over-award payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of an award and/or an industrial agreement's rate of pay for the classification in which such an employee is engaged. Provided that such payment shall exclude payments related to overtime prescribed by an award and/or industrial agreement.

(2) Contributions

(a) Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- (b) Each employer bound by this award shall sign and execute the Deed of Adherence for the appropriate fund. Upon acceptance of the deed by the Trustees of the fund the employer shall, without delay, notify the employee(s) who shall sign and execute an application for membership for the appropriate fund. The employer shall pay to the Trustees of the fund a weekly contribution, payable monthly, on behalf of each eligible employee who has signed and executed an application for membership for the appropriate fund.
- (c) The employer shall pay the Trustees of the fund on behalf of each employee a contribution of an amount not less than the percentage currently prescribed by the *Superannuation Guarantee Charge Act 1992* of the ordinary-time earnings of the employee.
- (d) Contributions shall be payable from the date on which the employee signs and executes the application for membership referred to in paragraph (a) of this subclause, provided that the employer shall not be required to make payment to the Trustees of the fund until a period of two weeks has elapsed from the commencement of employment.
- (e) The employer shall provide to each eligible employee a statement setting out the amount of contributions made on the employee's behalf into the fund. Such statement shall be provided yearly, at the anniversary of their membership of the fund or employment. Notwithstanding the foregoing, at an establishment which employs less than five full-time employees, such a statement shall only be provided to an eligible employee upon his/her request.

37. Redundancy

- (i) Application
- (a) This clause shall only apply in respect of full-time and part-time employees.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change
- (a) Employer's duty to notify
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
 - (b) Employer's duty to discuss change
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.

- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy

(a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment

(a) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii) (a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time off during the notice period

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Centrelink.

(h) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(v) Severance Pay

(a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

(b) Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.

(c) Alternative employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

(vi) Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

38. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect :
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

39. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

(viii) The above variations shall take effect:

- (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first full pay period to commence on or after 20 June 2003.
- (b) In the case of employers who do not fall within paragraph (a) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first full pay period to commence on or after 20 September 2003.
- (c) For all other employers, from the beginning of the first full pay period to commence on or after 20 December 2003.

40. Area Incidence and Duration

This award rescinds and replaces the Hairdressers', &c. (State) Award published 19 April 1996 (294 I.G. 1442), the Hairdressers, &c., Redundancy (State) Award (290 IG 1096) and the Hairdressers', &c., Superannuation (State) Award (257 IG 801) and all variations thereof. It shall take effect from the beginning of the first full pay period to commence on or after 31 August 2000 and shall remain in force for a period of three years.

This award shall apply to all employees of the classes specified in clause 9, Wages and Classifications, in the State, excluding the County of Yancowinna within the jurisdiction of the Hairdressing and Beauty Treatment (State) Industrial Committee.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 September 2007.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

HAIRDRESSING AND BEAUTY TREATMENT (STATE) INDUSTRIAL COMMITTEE

Industries and Callings

Hairdressers, barbers, wigmakers, hair workers and their assistants, and receptionists employed in connection therewith, beauty therapists and teachers of beauty therapy or any component thereof in beauty salons or clinics, electrologists, aroma therapists, beauticians, manicurists, and all persons engaged in or in connection with beauty treatment, and their assistants, excepting employees exclusively engaged in the sale of goods or exclusively engaged in the manufacture of beauty preparations; telephonists; cashiers and office assistants in the State, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Wages

Level	Classification	SWC 2008 Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and /or doing board work generally Hairdresser doing men's and /or ladies hairdressing Beauty Therapist	642.95	18.00	660.95
2	Receptionist/Salon Assistant - 21 years of age and over	609.90	17.08	627.00
3	Beautician, Electrologist, Chiropodist	605.50	16.95	622.45

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	7(v)	Meal Allowance per meal	8.70	9.15
2	9 (iv)	Employee in charge per day	7.05	7.25
3	13 (ii)	Tool allowance per week	8.40	8.80
4	14	Health Department per hour	1.03	1.06
5	15	Laundry per week	5.75	5.95
6	16	First aid per week	10.00	10.30
7	18	Transport per km	0.77	0.77

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

Table 3 - Part-time and Casual Rates of Pay

Level	Classification	Part-time rate per hour \$	Casual rate per hour \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally. Hairdresser doing men's and/or ladies hairdressing Beauty Therapist	19.13	20.87
2	Receptionist/Salon Assistant - 21 Years of age and over	18.15	19.80
3	Beautician, Electrologist, Chiropodist	18.02	19.66