

CURRENT AWARD as at 16 November 2016**Hair and Beauty Industry Award 2010****Table of Contents****Part 1— Application and Operation**

1. Title
2. Commencement and transitional
3. Definitions and interpretation
4. Coverage
5. Access to award and the National Employment Standards
6. The National Employment Standards and this award
7. Award flexibility

Part 2— Consultation and Dispute Resolution

8. Consultation
9. Dispute resolution

Part 3— Types of Employment and Termination of Employment

10. Employment categories
11. Full-time employees
12. Part-time employees
13. Casual employment
14. Termination of employment
15. Redundancy

Part 4— Classification and Wage Rates

16. Classifications
17. Minimum weekly wages
18. Junior rates
19. Apprentices and trainees

EXPOSURE DRAFT**Hair and Beauty Industry Award 2016****Table of Contents****Part 1— Application and Operation of this Award**

1. Title and commencement
2. Definitions
3. The National Employment Standards and this award
4. Coverage
5. Effect of variations made by the Fair Work Commission
6. Award flexibility for individual arrangements
7. Facilitative provisions for flexible working practices

Part 2— Types of Employment and Classifications

8. Types of employment
9. Full-time employees
10. Part-time employees
11. Casual employment
12. Classifications

Part 3— Hours of Work

13. Ordinary hours of work
14. Rostering
15. Breaks

Part 4— Wages and Allowances

16. Minimum Wages
17. Junior rates
18. Apprentices and trainees
19. Payment of wages

Current award

Proposed Hair and Beauty Industry Award 2016

20. School-based apprentices	20. Allowances
21. Allowances	21. Superannuation
22. Broken Hill	Part 5— Overtime and Penalty Rates
23. Accident pay	22. Overtime
24. Superannuation	23. Penalty rates
25. Payment of wages	Part 6— Leave and Public Holidays
26. Supported wage	24. Annual leave
27. Training wage	25. Personal/carer's leave and compassionate leave
Part 5— Ordinary Hours of Work	26. Parental leave and related entitlements
28. Hours of work	27. Public holidays
29. Notification of rosters	28. Community service leave
30. Rostering principles	Part 7— Consultation and Dispute Resolution
31. Overtime and penalties	29. Consultation about major workplace change
32. Breaks	30. Consultation about changes to rosters or hours of work
Part 6— Leave and Public Holidays	31. Dispute resolution
33. Annual leave	Part 8— Termination of Employment and Redundancy
34. Personal/carer's leave and compassionate leave	32. Termination of employment
35. Public holidays	33. Redundancy
36. Community service leave	34. Transfer to lower paid job on redundancy
Schedule A —Transitional Provisions	35. Employee leaving during redundancy notice period
Schedule B —Classifications	36. Job search entitlement
Schedule C —Supported Wage System	Schedule A —Summary of Hourly Rates of Pay
Schedule D —National Training Wage	Schedule B —Summary of Monetary Allowances
Appendix D1: Allocation of Traineeships to Wage Levels	Schedule C —Supported Wage System
Schedule E —School-based Apprentices	Schedule D — National Training Wage
Schedule F —2016 Part-day Public Holidays	Schedule E —School-based Apprentices
Schedule G —Agreement to Take Annual Leave in Advance	Schedule F —Agreement to Take Annual Leave in Advance
Schedule H —Agreement to Cash Out Annual Leave	Schedule G —Agreement to Cash Out Annual Leave
	Schedule H —2016 Part-day Public Holidays

<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Hair and Beauty Industry Award 2010</i>.</p>	<p><i>References to transitional arrangements removed – obsolete</i></p> <p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Hair and Beauty Industry Award 2016</i>.</p>
<p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (a) on its own initiative; or (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or 	<p><i>References to transitional arrangements removed – obsolete</i></p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>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.</p>

<p>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</p> <p>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</p>	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>Division 2B State award has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>Division 2B State employment agreement has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>enterprise award-based instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p>	<p><i>Definitions relating to transitional instruments removed - obsolete</i></p> <p>2. Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>hair and beauty industry means:</p> <p>(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</p> <p>(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</p>

<p>hair and beauty industry means:</p> <p>(a) performing and/or carrying out of shaving, haircutting, hairdressing, hair trimming, facial waxing, hair curling or waving, beard trimming, face or head massaging, shampooing, wig-making, hair working, hair dyeing, manicuring, eye-brow waxing or lash tinting, or any process or treatment of the hair, head or face carried on, using or engaged in a hairdressing salon, and includes the sharpening or setting of razors in a hairdressing salon; and/or</p> <p>(b) performing and/or carrying out manicures, pedicures, nail enhancement and nail artistry techniques, waxing, eyebrow arching, lash brow tinting, make-up, analysis of skin, development of treatment plans, facial treatments including massage and other specialised treatments such as lymphatic drainage, high frequency body treatments, including full body massage and other specialised treatments using machinery and other cosmetic applications and techniques, body hair removal, including (but not limited to) waxing chemical methods, electrolysis and laser hair removal, aromatherapy and the application of aromatic plant oils for beauty treatments, using various types of electrical equipment for both body and facial treatments</p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>standard rate means the minimum weekly wage for a Hair and Beauty Employee Level 3 in clause 17. Where an allowance is provided for on an hourly basis, a reference to standard rate means 1/38th of the weekly wage referred to above</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	<p>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</p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>standard rate means the minimum weekly rate for a Hair and Beauty Employee Level 3 in clause 16.1</p>
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>

<p>4. Coverage</p> <p>4.1 This award covers employers throughout Australia in the hair and beauty industry and their employees in the classifications listed in clause 17—Minimum weekly wages to the exclusion of any other modern award. The award does not cover employees who perform hair and beauty work in the general retailing, theatrical, amusement and entertainment industries.</p> <p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.</p>	<p>4. Coverage</p> <p>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.</p> <p>4.2 This award does not cover employees who perform hair and beauty work in the general retailing, theatrical, amusement and entertainment industries.</p> <p>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.</p> <p>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.</p> <p>4.5 This award does not cover:</p> <ul style="list-style-type: none"> (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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees. <p>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.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.</p>
---	--

<p>5. Access to the award and the National Employment Standards The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The NES and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>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.</p>																								
<p><i>Clause inserted - proposed new provision</i></p>	<p>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.</p>																								
<p>7. Award flexibility <i>Provision not reproduced - standard clause - no change</i></p>	<p>6. Award flexibility <i>Provision not reproduced - standard clause - no change</i></p>																								
<p><i>Clause inserted - proposed new provision</i></p>	<p>7. Facilitative provisions</p> <p>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.</p> <p>7.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1220 1023 2112 1489"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>13.2</td> <td>Maximum hours on a day</td> <td>An individual</td> </tr> <tr> <td>14.1(d)</td> <td>Notification of rosters – changing rosters</td> <td>An individual</td> </tr> <tr> <td>14.2(f)</td> <td>Agreement to be rostered on Sundays</td> <td>An individual</td> </tr> <tr> <td>15.1</td> <td>Meal breaks</td> <td>An individual</td> </tr> <tr> <td>24.4</td> <td>Agreement to take annual leave in advance</td> <td>An individual</td> </tr> <tr> <td>24.6</td> <td>Agreement to cash out annual leave</td> <td>An individual</td> </tr> <tr> <td>27.2</td> <td>Substitution of public holidays</td> <td>The majority of employees</td> </tr> </tbody> </table>	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	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
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																							
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																							

<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p>8.1 Consultation regarding major workplace change</p> <p>8.2 Consultation about changes to rosters or hours of work</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>29. Consultation about major workplace change</p> <p>30. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>31. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Employment categories</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> • full-time employees; • part-time employees; or • casual employees. <p>10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 Employees covered by this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time employees; (b) part-time employees; or (c) casual employees. <p>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.</p>
<p>11. Full-time employees</p> <p>A full-time employee is an employee who is engaged to work an average of 38 hours per week.</p>	<p>9. Full-time employees</p> <p>A full-time employee is engaged to work an average of 38 hours per week.</p>
<p>12. Part-time employees</p> <p>12.1 A part-time employee is an employee who:</p> <ul style="list-style-type: none"> (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work. 	<p>10. Part-time employees</p> <p>10.1 A part-time employee:</p> <ul style="list-style-type: none"> (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work.

<p>12.2 At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:</p> <ul style="list-style-type: none"> • the hours worked each day; • which days of the week the employee will work; • the actual starting and finishing times of each day; • that any variation will be in writing; • that the minimum daily engagement is three hours; and • the times of taking and the duration of meal breaks. <p>12.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.</p> <p>12.4 The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.</p> <p>12.5 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>12.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.</p> <p>12.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. Overtime is payable for all hours worked in excess of the agreed number of hours.</p> <p>12.8 Rosters</p> <p>(a) A part-time employee's roster, but not the agreed number of hours, may be altered by the giving of seven days' notice in writing or in the case of an emergency, 48 hours, by the employer to the employee.</p> <p>(b) Rosters will not be changed from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.</p>	<p>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:</p> <p>(a) the hours worked each day;</p> <p>(b) which days of the week the employee will work;</p> <p>(c) the actual starting and finishing times of each day;</p> <p>(d) that any variation will be in writing;</p> <p>(e) that the minimum daily engagement is three hours; and</p> <p>(f) the times of taking and the duration of meal breaks.</p> <p>10.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.</p> <p>10.4 The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.</p> <p>10.5 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>10.9 Rosters</p> <p>(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.</p> <p>(b) Rosters will not be changed from week to week, or fortnight to fortnight, or to avoid any award entitlements.</p> <p>(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 30.</p>
---	--

<p>12.9 Award entitlements</p> <p>A part-time employee will be entitled to payments in respect of annual leave, public holidays, personal/carer's leave and compassionate leave arising under the NES or this award on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.</p>	<p>10.10 Award entitlements</p> <p>(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.</p> <p>(b) Subject to the provisions in clause 10, all other provisions of the award relevant to full-time employees apply to part-time employees.</p>
<p>12.10 Conversion of existing employees</p> <p>No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.</p>	<p>8.3 Conversion of existing employees</p> <p>(a) No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee.</p> <p>(b) Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous.</p> <p>(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.</p>
<p>13. Casual employment</p> <p>13.1 A casual employee is an employee engaged as such.</p> <p>13.2 For all work between 7.00 am and 9.00 pm Monday to Friday, a casual will be paid both the hourly rate for a full-time employee and an additional 25% of the ordinary hourly rate.</p> <p>13.3 For all work performed outside the hours in clause 28.2, except Sundays, a casual employee will be paid the hourly rate for a full-time employee in this award plus 50%. For Sundays, the additional loading will be 100%.</p> <p>13.4 The following provisions of this award do not apply to casuals:</p> <ul style="list-style-type: none"> • Clause 14—Termination of employment; • Clause 15—Redundancy; • Clause 21.2—Meal allowances; 	<p>11. Casual employment</p> <p>11.1 A casual employee is an employee who is engaged and paid as a casual employee.</p> <p>11.2 For all hours worked between 7.00 am and 9.00 pm Monday to Friday, a casual employee will be paid:</p> <ul style="list-style-type: none"> (a) the minimum hourly rate for the appropriate classification; and (b) a loading of 25% of the minimum hourly rate. <p>11.3 The minimum daily engagement of a casual is three hours.</p> <p>11.4 A casual employee working on a Saturday or Sunday will be paid in accordance with clause 23—Penalty rates.</p> <p>11.5 The following provisions of this award do not apply to casuals:</p> <ul style="list-style-type: none"> (a) Clause 13—Ordinary hours of work;

<ul style="list-style-type: none"> • Clause 21.4—Excess travelling costs; • Clause 21.5—Travelling time reimbursement; • Clause 21.8—Transport of employees' reimbursement; • Clause 28—Hours of work; • Clause 29—Notification of rosters; and • Clause 31.2(a)—Overtime and penalty rates. <p>13.5 Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>13.6 The minimum daily engagement of a casual is three hours.</p>	<ul style="list-style-type: none"> (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 employees' reimbursement; (g) Clause 22.2—Overtime rates; (h) Clause 32—Termination of employment; (i) Clause 33—Redundancy; (j) Clause 34—Transfer to lower paid job on redundancy; (k) Clause 35—Employee leaving during redundancy notice period; and (l) Clause 36—Job search entitlement. <p>11.6 Casual employees will be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p>
<p>14. Termination of employment</p> <p>14.2 <i>Provision not reproduced - no change</i></p> <p>14.3 Job search entitlement</p> <p><i>Clause 14.3 now clause 34 - combined with clause 15.4</i></p>	<p>Part 8—Termination of Employment and Redundancy</p> <p>32. Termination of employment</p> <p>32.1 <i>Provision not reproduced - no change</i></p> <p><i>Clause 14.3 now clause 36</i></p>
<p>15. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>15.2 Transfer to lower paid duties</p> <p>15.3 Employee leaving during notice period</p> <p>15.4 Job search entitlement</p>	<p>33. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>34. Transfer to lower paid job on redundancy</p> <p>35. Employee leaving during redundancy notice period</p> <p>36. Job search entitlement</p>
<p>15.5 Transitional provisions – NAPSA employees</p> <p>15.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>

<p>Part 4—Classification and Wage Rates</p> <p>16. Classifications</p> <p>16.1 All employees covered by this award must be classified according to the structure set out in Schedule B. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>16.2 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p>12. Classifications</p> <p>12.1 All employees covered by this award must be classified according to the structure in clause 12.4.</p> <p>12.2 Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>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.</p>																																								
<p>17. Minimum weekly wages</p> <table border="1" data-bbox="208 544 732 1019"> <thead> <tr> <th>Classifications</th> <th>Per week</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Level 1</td> <td style="text-align: right;">738.80</td> </tr> <tr> <td>Level 2</td> <td style="text-align: right;">756.40</td> </tr> <tr> <td>Level 3</td> <td style="text-align: right;">783.30</td> </tr> <tr> <td>Level 4</td> <td style="text-align: right;">797.80</td> </tr> <tr> <td>Level 5</td> <td style="text-align: right;">821.60</td> </tr> <tr> <td>Level 6</td> <td style="text-align: right;">850.80</td> </tr> </tbody> </table>	Classifications	Per week		\$	Level 1	738.80	Level 2	756.40	Level 3	783.30	Level 4	797.80	Level 5	821.60	Level 6	850.80	<p>Part 4—Wages and Allowances</p> <p>16. Minimum Wages</p> <p>16.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1" data-bbox="1220 671 1937 1114"> <thead> <tr> <th>Classifications</th> <th>Minimum weekly rate</th> <th>Minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Level 1</td> <td style="text-align: right;">738.80</td> <td style="text-align: right;">19.44</td> </tr> <tr> <td>Level 2</td> <td style="text-align: right;">756.40</td> <td style="text-align: right;">19.91</td> </tr> <tr> <td>Level 3</td> <td style="text-align: right;">783.30</td> <td style="text-align: right;">20.61</td> </tr> <tr> <td>Level 4</td> <td style="text-align: right;">797.80</td> <td style="text-align: right;">20.99</td> </tr> <tr> <td>Level 5</td> <td style="text-align: right;">821.60</td> <td style="text-align: right;">21.62</td> </tr> <tr> <td>Level 6</td> <td style="text-align: right;">850.80</td> <td style="text-align: right;">22.39</td> </tr> </tbody> </table>	Classifications	Minimum weekly rate	Minimum hourly rate		\$	\$	Level 1	738.80	19.44	Level 2	756.40	19.91	Level 3	783.30	20.61	Level 4	797.80	20.99	Level 5	821.60	21.62	Level 6	850.80	22.39
Classifications	Per week																																								
	\$																																								
Level 1	738.80																																								
Level 2	756.40																																								
Level 3	783.30																																								
Level 4	797.80																																								
Level 5	821.60																																								
Level 6	850.80																																								
Classifications	Minimum weekly rate	Minimum hourly rate																																							
	\$	\$																																							
Level 1	738.80	19.44																																							
Level 2	756.40	19.91																																							
Level 3	783.30	20.61																																							
Level 4	797.80	20.99																																							
Level 5	821.60	21.62																																							
Level 6	850.80	22.39																																							
<p>18. Junior rates</p> <p>Junior employees will be paid the following percentage of the appropriate wage rate in clause 17:</p> <table border="1" data-bbox="208 1289 913 1477"> <thead> <tr> <th>Age</th> <th>% of adult rate of pay</th> </tr> </thead> <tbody> <tr> <td>16 years of age and under</td> <td style="text-align: center;">50</td> </tr> <tr> <td>17 years of age</td> <td style="text-align: center;">75</td> </tr> <tr> <td>18 years of age</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	Age	% of adult rate of pay	16 years of age and under	50	17 years of age	75	18 years of age	100	<p>17. Junior rates</p> <p>Junior employees will be paid the following percentage of the appropriate minimum adult rate in clause 16.1:</p> <table border="1" data-bbox="1108 1257 1848 1461"> <thead> <tr> <th>Age</th> <th>% of adult rate of pay</th> </tr> </thead> <tbody> <tr> <td>16 years of age and under</td> <td style="text-align: center;">50</td> </tr> <tr> <td>17 years of age</td> <td style="text-align: center;">75</td> </tr> <tr> <td>18 years of age</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	Age	% of adult rate of pay	16 years of age and under	50	17 years of age	75	18 years of age	100																								
Age	% of adult rate of pay																																								
16 years of age and under	50																																								
17 years of age	75																																								
18 years of age	100																																								
Age	% of adult rate of pay																																								
16 years of age and under	50																																								
17 years of age	75																																								
18 years of age	100																																								

19. Apprentices and trainees**19.1 Minimum rates for hairdressing apprentices**

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

Year of apprenticeship	% of standard 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 commenced their apprenticeship on or after 1 January 2014 are:

Year of apprenticeship	% of standard rate for apprentices who have not completed year 12	% of standard 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

19.2 Minimum rates for beauty therapy apprentices

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

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

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 commenced on or after 1 January 2014 are:

Year of apprenticeship	% of standard rate for apprentices who have not completed year 12	% of standard 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

19.3 Minimum rates for pre-apprentices

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

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

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

Year of apprenticeship	% of standard rate for apprentices who have not completed year 12	% of standard 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

(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

<p>19.4 Adult apprentices</p> <p>(a) The minimum award rates of pay for adult apprentices who commenced on or after 1 January 2014 and are in the first year of their apprenticeship are 80% of the minimum wage for a Hair and Beauty Employee Level 3 in clause 17, or the rate prescribed by clause 19.1, 19.2 or 19.3 for the relevant year of the apprenticeship, whichever is the greater.</p> <p>(b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 17—Minimum weekly wages, or the rate prescribed by clause 19.1, 19.2 or 19.3 for the relevant year of the apprenticeship, whichever is the greater.</p> <p>(c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 17 in which the adult apprentice was engaged immediately prior to entering into the training agreement.</p>	<p>18.4 Adult apprentices</p> <p>(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.</p> <p>(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.</p> <p>(c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.</p> <p>(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.</p>
<p>19.5 Apprentice conditions of employment</p> <p>(a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.</p> <p>(b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an</p>	<p>18.5 Apprentice conditions of employment</p> <p>(a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.</p> <p>(b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative</p>

<p>alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(c) For the purposes of clause 19.5(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p> <p>(d) The amount payable by an employer under clause 19.5(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p> <p>(e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p> <p>(f) An employer may meet its obligations under clause 19.5(e) by paying any fees and/or cost of textbooks directly to the RTO.</p> <p>(g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>(h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's</p>	<p>Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>(c) For the purposes of clause 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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(g) An employer may meet its obligations under clause 18.5(f) by paying any fees and cost of textbooks directly to the RTO.</p> <p>(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.</p> <p>(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</p>
--	--

<p>employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.</p> <p>(i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.</p>	<p>Schedule E—School-based Apprentices.</p> <p>(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.</p>																
<p>20. School-based apprentices</p> <p>See Schedule E.</p>	<p>18.6 School-based apprentices</p> <p>For school-based apprentices, see Schedule E—School-based Apprentices.</p>																
<p>19.6 The minimum rate of pay for full-time hairdressing trainees and graduates are:</p> <table border="1" data-bbox="197 547 1021 858"> <thead> <tr> <th>Year of study</th> <th>% of standard rate</th> </tr> </thead> <tbody> <tr> <td>Less than 1000 hours of full-time accredited training</td> <td>55</td> </tr> <tr> <td>At least 1000 hours but less than 2000 hours of full-time accredited training</td> <td>75</td> </tr> <tr> <td>Hairdressing Graduate (first 12 months)</td> <td>92.5</td> </tr> </tbody> </table>	Year of study	% of standard rate	Less than 1000 hours of full-time accredited training	55	At least 1000 hours but less than 2000 hours of full-time accredited training	75	Hairdressing Graduate (first 12 months)	92.5	<p>18.7 Hairdressing trainees and graduates</p> <p>The minimum rate of pay for full-time hairdressing trainees and graduates are:</p> <table border="1" data-bbox="1223 576 2112 815"> <thead> <tr> <th>Year of study</th> <th>% of Level 3 rate</th> </tr> </thead> <tbody> <tr> <td>Less than 1000 hours of full-time accredited training</td> <td>55</td> </tr> <tr> <td>At least 1000 hours but less than 2000 hours of full-time accredited training</td> <td>75</td> </tr> <tr> <td>Hairdressing Graduate (first 12 months)</td> <td>92.5</td> </tr> </tbody> </table>	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
Year of study	% of standard rate																
Less than 1000 hours of full-time accredited training	55																
At least 1000 hours but less than 2000 hours of full-time accredited training	75																
Hairdressing Graduate (first 12 months)	92.5																
Year of study	% of 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																
<p>19.7 The minimum rate of pay for a full-time beauty therapy graduate for the first 12 months is:</p> <table border="1" data-bbox="197 994 896 1131"> <thead> <tr> <th>Year of study</th> <th>% of standard rate</th> </tr> </thead> <tbody> <tr> <td>Beauty Therapy Graduate (first 12 months)</td> <td>92.5</td> </tr> </tbody> </table>	Year of study	% of standard rate	Beauty Therapy Graduate (first 12 months)	92.5	<p>18.8 Beauty therapy graduates</p> <p>The minimum rate of pay for full-time beauty therapy graduates for the first 12 months is:</p> <table border="1" data-bbox="1223 1023 2112 1123"> <thead> <tr> <th>Year of study</th> <th>% of Level 3 rate</th> </tr> </thead> <tbody> <tr> <td>Beauty Therapy Graduate (first 12 months)</td> <td>92.5</td> </tr> </tbody> </table>	Year of study	% of Level 3 rate	Beauty Therapy Graduate (first 12 months)	92.5								
Year of study	% of standard rate																
Beauty Therapy Graduate (first 12 months)	92.5																
Year of study	% of Level 3 rate																
Beauty Therapy Graduate (first 12 months)	92.5																
<p>21. Allowances</p> <p><i>Clause inserted - proposed new provision</i></p>	<p>20. Allowances</p> <p>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.</p>																

<p>21.1 Manager's allowance</p> <p>An employee in charge of a hair and/or beauty establishment for a full week will be paid an allowance of 5% of the standard rate for that week.</p>	<p>20.2 Wage-related allowances</p> <p>(a) Manager's allowance</p> <p>An employee in charge of a hair and/or beauty establishment for a full week will be paid an allowance of \$39.17 per week.</p>
<p>21.2 Meal allowances</p> <p>(a) An employee required to work more than one hour of overtime without being given 24 hours' notice after the employee's ordinary time of ending work will be either provided with a meal or paid a meal allowance of \$17.85. Where such overtime work exceeds four hours a further meal allowance will be paid.</p> <p>(b) No meal allowance will be payable where any employee could reasonably return home for a meal within the period allowed.</p>	<p>20.3 Expense-related allowances</p> <p>(a) Meal allowances</p> <p>(i) An employee will be either provided with a meal or paid a meal allowance of \$17.85 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.</p> <p>(ii) Where overtime exceeds four hours a further meal allowance will be paid.</p> <p>(iii) No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.</p>
<p>21.3 Special clothing</p> <p>Where the employer requires an employee to wear any protective or special clothing such as a uniform dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is necessary due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p>	<p>(d) Special clothing</p> <p>(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.</p> <p>(ii) This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p>
<p>21.4 Excess travelling costs</p> <p>Where an employee is required by their employer to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the employer.</p>	<p>(e) Excess travelling costs</p> <p>Where an employee is required by their employer to move temporarily from one branch or shop to another for a period not exceeding three weeks, all additional transport moving costs incurred will be reimbursed by the employer.</p>

<p>21.5 Travelling time reimbursement</p> <p>(a) 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 in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>(b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and return thereto.</p> <p>(c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.</p>	<p>(f) Travelling time reimbursement</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
<p>21.6 Transfer of employee reimbursement</p> <p>Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.</p>	<p>(g) Transfer of employee reimbursement</p> <p>Where any employer transfers an employee from one township to another, the employer will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the employee and the employee's family.</p>
<p>21.7 Transport allowance</p> <p>Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.</p>	<p>(b) Transport allowance</p> <p>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.</p>
<p>21.8 Transport of employees' reimbursement</p> <p>(a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost</p>	<p>(h) Transport of employee reimbursement</p> <p>(i) Where an employee:</p> <ul style="list-style-type: none"> • 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

<p>to the employee.</p> <p>(b) Provided always that an employee may elect to provide their own transport.</p>	<p>transport,</p> <p>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.</p> <p>(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.</p> <p>(iii) An employee can always elect to provide their own transport.</p>
<p>21.9 First aid allowance</p> <p>Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty they will be paid an extra of 1.3% of the standard rate each week.</p>	<p>20.2 Wage-related allowances</p> <p>(b) First aid allowance</p> <p>An employer will pay an employee \$10.18 per week if the employee:</p> <p>(i) holds an appropriate first aid qualification; and</p> <p>(ii) is appointed by the employer to perform first aid duty.</p>
<p>21.10 Tool allowance</p> <p>(a) The employer must reimburse the employee for the cost of all electrical equipment necessary for carrying out their work. This provision does not apply where electrical equipment is provided at the employer's expense.</p> <p>(b) Where an employee is required to use their own tools the employer must pay to the employee a tool allowance of \$8.80 per week.</p>	<p>20.3 Expense-related allowances</p> <p>(c) Tool allowance</p> <p>(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.</p> <p>(ii) The employer must pay to the employee a tool allowance of \$8.80 per week where an employee is required to use their own tools.</p>

<p>21.11 Adjustment of expense related allowances</p> <p>At the time of any adjustment to the standard rate, each expense related allowance must be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="107 512 1048 785"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Transport allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Tool allowance</td> <td>Tools and equipment for house and garden component of household appliances, utensils and tools sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Transport allowance	Private motoring sub-group	Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group	<p>B.2.2 Adjustment of expense-related allowances</p> <p>(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.</p> <p>(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:</p> <table border="1" data-bbox="1301 512 2112 785"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Transport allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Tool allowance</td> <td>Tools and equipment for house and garden component of household appliances, utensils and tools sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Transport allowance	Private motoring sub-group	Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group
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																
Allowance	Applicable Consumer Price Index figure																
Meal allowance	Take away and fast foods sub-group																
Transport allowance	Private motoring sub-group																
Tool allowance	Tools and equipment for house and garden component of household appliances, utensils and tools sub-group																
<p>22. Broken Hill</p> <p>An employee in the County of Yancowinna in NSW (Broken Hill) will in addition to all other payments be paid an allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.</p>	<p>20.2 Wage-related allowances</p> <p>(c) Broken Hill allowance</p> <p>An employee in the County of Yancowinna in NSW (Broken Hill) will be paid an allowance of \$33.53 per week, in addition to all other payments for working in Broken Hill.</p>																
<p>23. Accident pay</p> <p><i>Provision not reproduced - clause removed- see AM2014/190</i></p>	<p><i>Provision not reproduced - clause removed- see AM2014/190</i></p>																
<p>24. Superannuation</p> <p><i>Provision not reproduced – no change</i></p>	<p>21. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>																

<p>25. Payment of wages</p> <p>Wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight or may be averaged over a period of a fortnight.</p>	<p>19. Payment of wages</p> <p>Wages will be paid weekly or fortnightly according to:</p> <p>19.1 the actual hours worked each week or fortnight; or</p> <p>19.2 may be averaged over a period of a fortnight.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>																
<p>26. Supported wage</p> <p>See Schedule C</p>	<p>16.2 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule C—Supported Wage System.</p>																
<p>27. Training wage</p> <p>See Schedule D</p>	<p>16.3 National training wage</p> <p>For employees undertaking a traineeship, see Schedule D—National Training Wage.</p>																
<p>Part 5—Ordinary Hours of Work</p> <p>28. Hours of work</p> <p>28.1 This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.</p>	<p>Part 3—Hours of Work</p> <p>13. Ordinary hours of work</p> <p>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.</p>																
<p>28.2 Ordinary hours</p> <p>(a) Ordinary hours must not exceed an average of 38 per week and may be worked within the following spread of hours:</p> <table border="1" data-bbox="268 1197 1075 1404"> <thead> <tr> <th>Days</th> <th>Spread of hours</th> </tr> </thead> <tbody> <tr> <td>Monday to Friday, inclusive</td> <td>7.00 am–9.00 pm</td> </tr> <tr> <td>Saturday</td> <td>7.00 am–6.00 pm</td> </tr> <tr> <td>Sunday</td> <td>10.00 am–5.00 pm</td> </tr> </tbody> </table> <p>(b) Hours of work on any day will be continuous, except for rest periods and meal breaks.</p>	Days	Spread of hours	Monday to Friday, inclusive	7.00 am–9.00 pm	Saturday	7.00 am–6.00 pm	Sunday	10.00 am–5.00 pm	<p>13.1 Ordinary hours</p> <p>(a) Ordinary hours must not exceed an average of 38 per week and may be worked within the following spread of hours:</p> <table border="1" data-bbox="1299 1181 2105 1396"> <thead> <tr> <th>Days</th> <th>Spread of hours</th> </tr> </thead> <tbody> <tr> <td>Monday to Friday</td> <td>7.00 am–9.00 pm</td> </tr> <tr> <td>Saturday</td> <td>7.00 am–6.00 pm</td> </tr> <tr> <td>Sunday</td> <td>10.00 am–5.00 pm</td> </tr> </tbody> </table> <p>(b) Hours of work on any day will be continuous, except for rest breaks and meal breaks.</p>	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
Days	Spread of hours																
Monday to Friday, inclusive	7.00 am–9.00 pm																
Saturday	7.00 am–6.00 pm																
Sunday	10.00 am–5.00 pm																
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																

<p>28.3 Maximum hours on a day</p> <p>An employee may be rostered to work up to a maximum of nine hours on any day, except that an employee may be rostered to work one 10.5 hour day per week and by mutual agreement in writing, a second 10.5 hour day.</p>	<p>13.2 Maximum hours on a day</p> <p>(a) An employee may be rostered to work a maximum of nine hours on any day.</p> <p>(b) Despite clause 13.2(a):</p> <p>(i) an employee may be rostered to work one 10.5 hour day per week; and</p> <p>(ii) an employer and employee may agree in writing that the employee may work a second 10.5 hour day.</p>
<p>29. Notification of rosters</p> <p>29.1 The employer will notify staff of:</p> <p>(a) the number of ordinary hours to be worked each week;</p> <p>(b) the days of the week on which work is to be performed; and</p> <p>(c) the commencing and ceasing time of work for each day of the week.</p> <p>29.2 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.</p> <p>29.3 Rosters for permanent employees must be notified to employees at least 14 days in advance.</p> <p>29.4 Rosters may be changed at any time by mutual agreement between the employer and employee.</p> <p>29.5 An employee's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise the employee will be entitled to such penalty, loading or benefit as if the roster had not been changed.</p>	<p>14. Rostering</p> <p>14.1 Notification of rosters</p> <p>(a) The employer will notify staff of:</p> <p>(i) the number of ordinary hours to be worked each week;</p> <p>(ii) the days of the week on which work is to be performed; and</p> <p>(iii) the starting and finishing time of work for each day of the week.</p> <p>(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.</p> <p>(c) Rosters for full-time and part-time employees must be notified to employees at least 14 days in advance.</p> <p>(d) Rosters may be changed at any time by mutual agreement between the employer and employee.</p> <p>(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.</p> <p>(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 30.</p>

<p>30. Rostering principles</p> <p>30.1 A roster period cannot exceed four weeks.</p> <p>30.2 Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.</p> <p>30.3 Consecutive days off</p> <p>(a) Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.</p> <p>(b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>(c) An employee can terminate the agreement by giving four weeks' notice to the employer.</p> <p>30.4 Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.</p> <p>30.5 Unless otherwise mutually agreed, an employee who elects to work Sundays as part of ordinary hours is to be rostered off at least one Sunday every four weeks.</p>	<p>14.2 Rostering principles</p> <p>(a) A roster period cannot exceed four weeks.</p> <p>(b) Ordinary hours will be worked on not more than five days in each week.</p> <p>(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.</p> <p>(d) Consecutive days off</p> <p>(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.</p> <p>(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.</p> <p>(iii) An employee can terminate the agreement by giving four weeks' notice to the employer.</p> <p>(e) Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.</p> <p>(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.</p>
<p>31. Overtime and penalties</p> <p>31.1 Reasonable overtime</p> <p>(a) Subject to clause 31.1(b) an employer may require an employee other than a casual to work reasonable overtime at overtime rates in accordance with the provisions of this clause.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee</p>	<p>Part 5—Overtime and Penalty Rates</p> <p>22. Overtime</p> <p>22.1 Reasonable overtime</p> <p>(a) An employer may require an employee other than a casual to work reasonable overtime at overtime rates, subject to clause 22.1(b).</p> <p>(b) An employee may refuse to work overtime in circumstances where</p>

<p>working hours which are unreasonable having regard to:</p> <ul style="list-style-type: none"> (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. 	<p>the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <ul style="list-style-type: none"> (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.
<p>31.2 Overtime and penalty rates</p> <ul style="list-style-type: none"> (a) Overtime hours worked in excess of the ordinary number of hours of work prescribed in clause 28.2 are to be paid at time and a half for the first three hours and double time thereafter. 	<p>22.2 Overtime rates</p> <ul style="list-style-type: none"> (a) Overtime hours worked in excess of the ordinary number of hours of work prescribed in clause 13.1 are to be paid at: <ul style="list-style-type: none"> (i) 150% of the minimum hourly rate for the first three hours; and (ii) 200% of the minimum hourly rate after three hours.
<ul style="list-style-type: none"> (b) Saturday work A loading of 33% will apply for ordinary hours of work for full-time, part-time and casual employees within the span of hours on a Saturday. (c) Sunday work A 100% loading will apply for all hours of work for full-time, part-time and casual employees on a Sunday. 	<p>23. Penalty rates</p> <p>23.1 Saturday work</p> <ul style="list-style-type: none"> (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. <p>23.2 Sunday work</p> <p>A full-time, part-time and casual employee will be paid 200% of the minimum hourly rate for all hours worked on a Sunday.</p>
<ul style="list-style-type: none"> (d) 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 	<p>22.3 Employment on rostered day off</p> <p>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</p>

double time for all time worked with a minimum payment as for four hours' work.	hourly rate for all time worked with a minimum payment as for four hours' work.
<p>31.3 Time off instead of payment</p> <p>(a) Time off instead of payment for overtime may be provided if an employee so elects and it is agreed by the employer.</p> <p>(b) Such time off instead of payment will be taken at a mutually convenient time and within four weeks of the overtime being worked or, where agreed between the employee and the employer, may be accumulated and taken as part of annual leave.</p> <p>(c) Time off instead of payment will equate to the overtime rate i.e. if the employee works one hour overtime and elects to take time off instead of payment, the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.</p>	<p>22.4 Time off instead of payment</p> <p>(a) Time off instead of payment for overtime may be provided if an employee so elects and it is agreed by the employer.</p> <p>(b) Such time off instead of payment will be taken at a mutually convenient time and within four weeks of the overtime being worked or, where agreed between the employee and the employer, may be accumulated and taken as part of annual leave.</p> <p>(c) Time off instead of payment will equate to the overtime rate i.e. if the employee works one hour overtime and elects to take time off instead of payment, the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.</p>
<p>32. Breaks</p> <p>32.1 All full-time employees must be granted two rest periods of 10 minutes per day, one either side of the meal break. Rest periods are counted as time worked.</p>	<p>15. Breaks</p> <p>15.2 Paid rest breaks—full time employees</p> <p>(a) Full-time employees must be granted two rest breaks of 10 minutes per day, one either side of the meal break.</p> <p>(b) Rest breaks are counted as time worked.</p>
<p>32.2 Part-time and casual employees</p> <p>(a) All part-time employees who work any period of four hours or more but no more than seven hours on any day (Monday to Sunday inclusive) must receive one rest period of 10 minutes during the period of work.</p> <p>(b) If the work period includes a meal break, the rest period is to be granted in that portion of the work period which is the greater or where the work periods are of equal duration, the rest period of 10 minutes must be given at a time that is mutually agreed between the employer and the employee.</p> <p>(c) Where the work period is of seven or more hours duration on any day (Monday to Sunday inclusive), two rest periods each of 10 minutes duration must be granted, one during the period of work</p>	<p>15.3 Paid rest breaks—part-time and casual employees</p> <p>(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.</p> <p>(b) If the work period includes a meal break, the rest period is to be granted in that portion of the work period which is the greater or where the work periods are of equal duration, the rest period of 10 minutes must be given at a time that is mutually agreed between the employer and the employee.</p> <p>(c) Where the work period is seven hours or more on any day (Monday to Sunday), two 10 minute rest breaks must be granted.</p> <p>(d) If two rest breaks are granted, one will be taken during the period of</p>

<p>before and one during the period of work after the meal break.</p> <p>(d) All rest periods count as time worked.</p>	<p>work before the meal break and one after.</p> <p>(e) All rest breaks count as time worked.</p>
<p>32.3 All employees must be allowed a meal break of 45 minutes to 60 minutes after five hours work. By mutual agreement the meal break can be shortened to 30 minutes. Meal breaks do not count as time worked.</p>	<p>15.1 Unpaid meal breaks—all employees</p> <p>(a) All employees must be allowed a meal break of between 45 and 60 minutes after five hours work.</p> <p>(b) By mutual agreement the meal break can be shortened to 30 minutes.</p> <p>(c) Meal breaks do not count as time worked.</p>
<p>32.4 Breaks between shifts</p> <p>All employees are entitled to at least a 12 hour rest break between finishing work on one day and starting work the next day.</p>	<p>15.4 Breaks between shifts</p> <p>All employees are entitled to at least a 12 hour rest period between finishing work on one day and starting work the next day.</p>
<p>Part 6—Leave and Public Holidays</p> <p>33. Annual leave</p> <p>33.1 Annual leave is provided for in the NES.</p>	<p>Part 6—Leave and Public Holidays</p> <p>24. Annual leave</p> <p>24.1 Annual leave is provided for in the NES.</p>
<p>33.2 Definition of shiftworker</p> <p>For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day, seven days a week.</p>	<p>24.2 Definition of shiftworker</p> <p>For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day, seven days a week.</p>
<p>33.3 Annual leave loading</p> <p>(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17 of this award. Annual leave loading payment is payable on leave accrued.</p> <p>(b) The loading will be as follows:</p> <p>(i) Day work</p> <p>Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend</p>	<p>24.3 Annual leave loading</p> <p>(a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 16 of this award. Annual leave loading payment is payable on leave accrued.</p> <p>(b) The loading will be as follows:</p> <p>(i) Day work</p> <p>Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend</p>

<p>penalty rates, whichever is the greater but not both.</p> <p>(ii) Shiftwork</p> <p>Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.</p>	<p>penalty rates, whichever is the greater but not both.</p> <p>(ii) Shiftwork</p> <p>Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.</p>
<p>33.4 Annual leave in advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>24.4 Annual leave in advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>33.5 Requirement to take leave notwithstanding terms of the NES</p> <p>An employer may require an employee to take annual leave by giving at least four weeks' notice as part of a close-down of its operations.</p>	<p>24.5 Requirement to take leave notwithstanding terms of the NES</p> <p>An employer may require an employee to take annual leave by giving at least four weeks' notice as part of a close-down of its operations.</p>
<p>33.6 Cashing out of annual leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>24.6 Cashing out of annual leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>33.7 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>24.7 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>33.8 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>24.8 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>33.9 Excessive leave accruals: request by employee for leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>24.9 Excessive leave accruals: request by employee for leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>34. Personal/carer's leave and compassionate leave</p> <p>34.1 Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>25. Personal/carer's leave and compassionate leave</p> <p>25.1 Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>New provision</i></p>	<p>26. Parental leave and related entitlements</p> <p>26.1 Parental leave and related entitlements are provided for in the NES.</p>

<p>35. Public holidays</p> <p>35.1 Public holidays are provided for in the NES.</p> <p>35.2 An employer and a majority of employees may agree to substitute another day for a public holiday. Where an agreement to substitute a day is made the following applies:</p> <ul style="list-style-type: none"> • If both days worked—employee paid public holiday on day elected by employee; • If only actual public holiday worked—public holiday penalty applies; or • If only a substituted day worked—public holiday penalty applies. <p>35.3 Work on a public holiday must be compensated by payment at the rate of double time and a half for full-time, part-time and casual employees.</p>	<p>27. Public holidays</p> <p>27.1 Public holiday entitlements are provided for in the NES.</p> <p>27.2 An employer and a majority of employees may agree to substitute another day for a public holiday.</p> <p>27.3 Where an agreement to substitute a public holiday is made the following applies:</p> <ul style="list-style-type: none"> (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. <p>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</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p>27.5 Part-day public holidays For provisions relating to part-day public holidays see Schedule H—2015 Part-day public holidays.</p>
<p>36. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>28. Community service leave</p> <p>Community service leave is provided for in the NES.</p>
<p>Schedule A—Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule B—Classifications</p> <p><i>Provisions not reproduced –no change – moved to clause 12.4</i></p>	<p>12.4 Classification definitions</p> <p><i>Provisions not reproduced –no change</i></p>
<p>Schedule C—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule C—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>

<p>Schedule D—National Training Wage</p> <p>Appendix D1: Allocation of Traineeships to Wage Levels</p>	<p>Schedule D—National Training Wage</p> <p><i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p>Link to comparison document</p>
<p>Schedule E—School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule E—School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule F—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule H—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule G—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule F—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule H—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule G—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule A—Summary of Hourly Rates of Pay</p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B—Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p>