

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**HAIRDRESSERS' INDUSTRY AWARD - STATE 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Hairdressers' Industry Award -State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Hairdressers' Industry Award -State 2003 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill  
Industrial Registrar

**HAIRDRESSERS' INDUSTRY AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Hairdressers' Industry Award -State 2003.

**1.2 Arrangement**

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**1.3 Date of operation**

This Award takes effect from 14 July 2003.

**1.4 Award coverage**

1.4.1 Subject to the provisions of clause 1.4.2, this Award will apply to employers and their employees whose classifications are prescribed by this Award and who are employed in the Queensland Hairdressing Industry performing and/or carrying out, duties in any Hairdressing Salon.

1.4.2 *Partial exemption*

- (a) As a alternative to being subject to all Award provisions an employee remunerated 15% in excess of the rate prescribed for this Award for Level 6 - Manager, will mutually agree in writing with the employer not to be bound by the conditions of this Award, except for:
  - (i) Annual leave
  - (ii) Long service leave
  - (iii) Public holidays
  - (iv) Sick leave
  - (v) Bereavement Leave
  - (vi) Family leave
  - (vii) Occupational superannuation
  - (viii) Union encouragement
  - (ix) Grievance and disputes settling procedure
  - (x) Termination change and redundancy
- (b) A copy of the terms of agreement will be supplied to the employee.
- (c) There will be taken to be mutual agreement for the purposes of clause 1.4.2(a) if an employee was remunerated at a level in accordance with 1.4.2(a) prior to the date of operation of this Award.
- (d) The overall terms and conditions of employment agreed under clause 1.4.2 must be not less favourable than the provisions of this Award as a whole and the employee shall not be disadvantaged by the agreement, taking into consideration the Award rate the employee would otherwise have been paid had the employee not entered into such agreement.
- (e) For any agreement entered into under clause 1.4.2 and, in accordance with section 366(2) of the Act, this issue must be addressed between the employer and employee in the manner prescribed in clause 3.1 (Grievance and dispute settling procedure). No claim for unpaid wages resulting from clause 1.4.2 may be made under the Act until the Grievance and dispute settling procedure under this Award has been concluded.
- (f) The Union parties to this Award will monitor the performance of clause 1.4.2 and leave is reserved to include in the Award a provision yet to be specified relating to the keeping of working time records for partially exempt employees. In addition, Employer bodies reserve the right to make an application to amend this clause in part or whole if, in their opinion, the clause is causing undue difficulty in its operation to their members. Any such applications will not occur before 1 December 2003.

**1.5 Area of operation**

1.5.1 This Award is to operate within the Hairdressing Industry (as defined in clause 1.6.4) in the State of Queensland.

For the purpose of this Award, the Divisions and Districts will be as follows:

1.5.2 *Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that parallel of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the seacoast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of

latitude due east to the sea coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### 1.5.3 Districts

#### (a) Northern Division

Eastern District - That portion of Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

#### (b) Southern Division

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## 1.6 Definitions

1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Hairdresser" means any employee performing and/or carrying out shaving, haircutting, hairdressing, hair trimming, facial waxing, hair curling or waxing, 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, used or engaged in Hairdressing Salons, and includes any person engaged in the sharpening or setting of razors in a Hairdressing Salon.

1.6.4 "Hairdressing Industry" means the performing and/or carrying out, in any Hairdressing Salon, 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 Hairdressing Salon, and includes the sharpening or setting of razors in a Hairdressing Salon.

1.6.5 "Hairdressing Salon" means any premises where the defined Hairdressing Industry activities are performed and/or carried out, including men's Hairdressing Salons and mobile hair services.

1.6.6 "Manager" means an employee who is in control of a Hairdressing Salon, and similar establishments, and who is responsible for any necessary business appertaining thereto.

1.6.7 "Union" means the Australian Liquor, Hospitality and Miscellaneous Worker's Union, Queensland Branch, Union of Employees within the Local Authority area of the City of Brisbane and The Australian Workers' Union of Employees, Queensland throughout the remainder of the State.

## 1.7 Parties bound

1.7.1 This Award is legally binding upon the employees as prescribed by clause 1.4 and 5.4 and their employers, and:

(a) the Australian Liquor, Hospitality and Miscellaneous Worker's Union, Queensland branch, Union of Employees and its members within the Local Authority area of the City of Brisbane; and

(b) The Australian Workers' Union of Employees, Queensland and its members throughout the remainder of the State.

## 1.8 Leave reserved

Leave is reserved to review a range of matters including:

(a) Exemption arrangements

(b) Classification structures

- (c) Part-time provisions
- (d) Penalty arrangements and Sunday trading
- (e) Transfer, travelling and working away from usual place of work
- (f) Junior rates

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedures**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Contract of employment**

- 4.1.1 At the point of engagement of each employee, the employer will specify in writing whether the engagement is on a full-time, part-time or casual basis.

### **4.2 Mixed functions**

- 4.2.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the Award:

Provided that such duties are not designed to promote deskilling.

- 4.2.2 An employer may direct any employee to carry out such duties and use such tools and equipment as may be required:

Provided that the employee has been properly trained in the use of such tools and equipment.

- 4.2.3 Any direction issued by an employer will be consistent with and in accordance with the employer's responsibilities under the *Workplace Health and Safety Act 1995*.

- 4.2.4 Each employee will carry out any duties and use all tools and equipment (whether supplied by the employer or supplied by the employee) consistent with and in accordance with the employee's responsibilities under the *Workplace Health and Safety Act 1995*.

### **4.3 Part-time employment**

- 4.3.1 A part-time employee is an employee who:

- (a) is employed for not less than 15 hours per week and less than 38 ordinary hours per week, to be worked on not more than 5 days of the week, with a minimum of 3 hours per day; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees covered by this Award:

- 4.3.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual commencing and ceasing times.

- 4.3.3 Any amendment to the normal starting and ceasing times will be by mutual agreement.

- 4.3.4 The agreed number of ordinary hours per week will not be amended without the consent of the employee. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

- 4.3.5 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day.

- 4.3.6 All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked outside of the usual commencing and ceasing times of the employee shall be deemed to be overtime and paid for at the rates prescribed in clause 6.2 - Overtime.

- 4.3.7 A part-time employee employed under the provisions of clause 4.3 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

- 4.3.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee will be paid

the appropriate rate for the number of hours normally worked on that day.

#### **4.4 Casual employment**

- 4.4.1 A casual employee means an employee whose employment may be terminated by either party at a moment's notice.
- 4.4.2 The rate of payment to casual employees will be 1/38th of the appropriate weekly wage plus a 23% loading. Casual employees will be paid at double the casual hourly rate of pay on Sundays.
- 4.4.3 The minimum period of engagement of a casual employee will be 3 hours on each occasion.
- 4.4.4 The maximum ordinary hours will be 32 hours per week. Such hours may be worked over a period of 7 days.

#### **4.5 Anti-discrimination**

- 4.5.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
  - (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.5.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.5.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.5.4 Nothing in clause 4.5 is to be taken to affect:
  - (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (b) an employee, employer or registered organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.6 Termination of employment**

##### *4.6.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### *4.6.2 Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in

lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.6.2(d) for a period of notice of one week.

4.6.4 Annual leave or part thereof cannot be counted as notice of termination by either party.

#### 4.6.5 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.7 Introduction of changes**

#### 4.7.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.7.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.8 Redundancy**

#### 4.8.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer

shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.8.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.8.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.8.10 *Employees with less than one year's service*

Clause 4.8 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.8.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### 4.9 **Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Wages**

5.1.1 The level of classification and weekly salary payable to employees in the Southern Division, Eastern District will be as follows:

Classification	Southern Division, Eastern District	
	Award Rate Per Week \$	
Level 1	604.90	
Level 2	629.90	
Level 3	682.00	
Level 4	692.40	

Level 5	702.80
Level 6	723.70

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.1.2 Junior rates will apply as follows:

Levels 1 and 2 only

Junior rates will be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

	Percentage of Appropriate Adult Rate
Under 16 years of age	45%
16 and under 17 years of age	50%
17 and under 18 years of age	55%

18 years and over at the appropriate rate as prescribed in clause 5.1.1.

5.1.3 *Divisional and District parities*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2.1 for the Division or District in which they are located:

	Adults Per Hour	Adults Per Week	Juniors Per Hour	Juniors Per Week
	\$	\$	\$	\$
Northern Division, Eastern District	0.0275	1.05	0.0140	0.53
Northern Division, Western District	0.0855	3.25	0.0430	1.63
Mackay Division	0.0235	0.90	0.0120	0.45
Southern Division, Western District	0.0275	1.05	0.0140	0.53

## 5.2 Payment of wages

5.2.1 Payment of salary will be made weekly and will be paid by cash, cheque or electronic funds transfer as agreed between the employer and the majority of employees. Nothing will prevent an employer and employee from reaching individual agreement. Such payment will be made on the same day of each week.

5.2.2 Such payment to casual employees will be on the basis of actual hours worked in each week.

5.2.3 Further such payment to weekly and part-time employees may relate to the average number of ordinary hours in accordance with a roster system.

5.2.4 No employer will hold more than 2 days' wages in hand.

## 5.3 Occupational superannuation

5.3.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees as defined herein will be entitled to Occupational Superannuation benefits subject to the provisions of clause 5.3.

5.3.2 *Contributions*

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) The employer will not be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences on workers' compensation leave for a period of not more than 26 weeks.
- (c) The employer will remit contributions to the approved Fund on a monthly basis.
- (d) Eligible employees may personally contribute additional amounts to the approved Fund in addition to the minimum employer contributions as set out.

### 5.3.3 Definitions

- (a) "Eligible Employee" means all:

- (i) weekly and adult part-time employees;
- (ii) adult casual employees regularly working 15 hours per week or more;
- (iii) junior employees regularly working 20 hours per week or more;
- (iv) a trainee;
- (v) an apprentice who has aggregated service greater than one year under the terms of the *Training and Employment Act 2000*.

- (b) "Ordinary time earnings" means the actual ordinary rate of pay the employee received for the ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings will not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequent of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

- (c) For the purposes of this Award an Approved Fund will be:

- (i) Hairdressers' Association Superannuation Fund (H.A.S.F.);
- (ii) Sunsuper;
- (iii) The Stefan Group Superannuation Scheme;
- (iv) Such other Scheme or Fund as may be agreed upon between an employer and the Union party to this Award and recorded in an approved Certified Agreement.

- (d) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.

- (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (ii) A person must not coerce someone else to make an agreement.
- (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

### 5.3.4 Qualifying period

- (a) All eligible employees mentioned will complete 6 weeks of service with the employer before they are eligible to join the approved Fund.

- (b) Contributions are to be retrospective to the employee's date of commencement following the completion of this 6 week period but not earlier than 1st September, 1989.

#### 5.3.5 *Cessation of contributions*

An employer will not be required to make any further contributions on behalf of an eligible employee after the end of the day upon which the contract of employment ceases to exist.

#### 5.3.6 *No other deductions*

No additional amounts will be paid by the employer for the establishment, administration, management or any other changes in connection with the Scheme or Fund apart from remission of contributions on a monthly basis.

#### 5.3.7 *Future movements*

The contribution amount as prescribed in clause 5.3.2 will be adjusted to accord with movements from time to time in the rate of wages or salaries, and in applicable allowances, as determined from time to time by the Commission rounded off to the nearest cents.

#### 5.3.8 *Enrolment*

- (a) Each employer will, as soon as practicable, take all necessary steps to ensure that each eligible employee becomes a member of the applicable Scheme or Fund.

- (b) Each eligible employee will join the applicable Scheme or Fund.

#### 5.3.9 *Lack of compliance*

Should it be established that the employer had failed to comply with the requirements of clause 5.3 in respect of any employees, such employer will be liable to make the appropriate contributions retrospectively to the date of eligibility of the employees, plus an amount equivalent to the earnings those contributions would have attracted in the approved Occupational Superannuation Scheme or Fund had they been paid on the due dates.

### **5.4 Classification structure**

#### 5.4.1 *Level 1 - Hairdressing Industry Employee* 82.0%

Points of Entry - An employee at this level has very little or no previous experience in the industry. Employees will remain at this level for a maximum of 6 months.

Skills/Duties:

- (a) Responsible for the quality of their work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
- Basic reception duties;
  - General cleaning duties;
  - Responsible for periodic stock checks.

#### 5.4.2 *Level 2 - Tea & tidies, Receptionists* 88.0%

Points of Entry - An employee at this level possesses the skills of the Hairdressing Industry Employee - Level 1, and is not currently undertaking an apprenticeship, or equivalent and appropriate training.

Skills/Duties:

- (a) Responsible for the quality of their work subject to detailed direction.

- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may perform include maintaining a beauty salon in a clean condition and making and serving tea to clientele.

5.4.3 *Level 3 - Hairdresser* 100.0%

(a) Men

Points of Entry - A 'Hairdresser' applies the skills acquired through successful completion of an apprenticeship in men's hairdressing, or equivalent and appropriate training.

Skills/Duties:

- (i) Understands and is responsible for quality control standards.
- (ii) Possesses a high degree of interpersonal and communication skills.
- (iii) May perform work requiring no supervision either individually or in a team environment.
- (iv) Ability to supervise and provide direction and guidance to apprentices and trainees.
- (v) Men's hairdressing includes arranging, dressing, cleansing, cutting, trimming, shaving the hair or beard of any person, whether by hand, or by mechanical or electrical apparatus or appliances; and massaging, cleansing or stimulating the scalp, face or neck of any person, whether with the use of cosmetic, antiseptic or similar preparations, or of tonics, lotions or cream or otherwise. It also includes the sharpening or setting of razors.

(b) Ladies

Points of Entry - A Hairdresser applies the skills acquired through successful completion of an apprenticeship in Ladies Hairdressing or equivalent and appropriate training.

Skills/Duties:

- (i) Understands and is responsible for quality control standards.
- (ii) Possesses a high degree of interpersonal and communication skills.
- (iii) May perform work requiring no supervision either individually or in a team environment.
- (iv) Ability to supervise and provide direction and guidance to apprentices and trainees.
- (v) Ladies hairdressing includes cutting ladies' hair and arranging, dressing, curling, waving, cleansing, trimming, shaving, bleaching, tinting, colouring or otherwise treating the hair of the head of any person, whether by hand, or by any mechanical or electrical apparatus or appliances; and massaging, cleansing or stimulating the scalp, face or neck of any person, whether with the use of cosmetic, antiseptic or similar preparations or of tonics, lotions or cream or otherwise. In clause 5.4.3 (b) (v), "trimming" means such trimming as is required in connection with curling, waving, bleaching, tinting and colouring.

5.4.4 *Level 4 - Hairdresser training for dual competencies* 102.5%

Points of Entry - A Hairdresser who applies the skills acquired through the successful completion of an apprenticeship or equivalent and appropriate training, in either Ladies or Men's Hairdressing and is undertaking further study to attain the qualifications as per Level 5.

Skills/Duties:

- (a) Understands and is responsible for quality control standards.

- (b) Possesses a high degree of interpersonal and communication skills.
- (c) May perform work requiring no supervision either individually or in a team environment.
- (d) A Hairdresser at this level performs duties as qualified in either Men's or Ladies Hairdressing in accordance with Level 3; as well as performing duties with appropriate supervision in accordance with their training towards a second qualification.

5.4.5 *Level 5 - Hairdresser - Ladies and men's hairdressing* 105.0%

Points of Entry - A Hairdresser applies the skills acquired through successful completion of apprenticeships or equivalent and appropriate training, in Ladies and Men's Hairdressing or recognised equivalent qualifications.

Skills/Duties:

- (a) Understands and is responsible for quality control standards.
- (b) Possesses a high degree of interpersonal and communication skills.
- (c) Performs work requiring no supervision either individually or in a team environment.
- (d) Men's and ladies hairdressing includes arranging, dressing, curling, waving, cleansing, cutting, trimming, shaving, bleaching, tinting, colouring or otherwise treating the hair or beard of any person, whether by hand or by any mechanical or electrical apparatus or appliances and massaging, cleansing or stimulating the scalp, face or neck of any person whether with the use of cosmetic antiseptic or similar preparations or of tonics lotions, or cream or otherwise. It also includes the sharpening or setting of razors.

5.4.6 *Level 6 - Manager* 110.0%

Points of Entry - A person recognised as and employed by the employer as a Manager.

Skills/Duties:

- (a) Implements quality control techniques and procedures.
- (b) Understands and is responsible for the salon.
- (c) Highly developed level of interpersonal and communication skills.
- (d) Ability to supervise and provide direction and guidance to other employees.
- (e) Exercises discretion within the scope of this level.
- (f) A Manager's functions may include:
  - Liaising with upper management and/or owners, suppliers and customers with respect to the salon's operations;
  - Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports, accounts, and the day to day handling of money;
  - Has sound knowledge of the employer's operations;
  - The ability to assist in the provision of on-the-job training and induction.

**PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

**6.1 Hours of work**

6.1.1 The ordinary hours of work shall be an average of 38 hours per week, to be worked on one of the following basis:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 The ordinary hours of work prescribed may be worked on any 5 days in the week, Monday to Sunday inclusive, subject to the following:

(a) Ordinary hours worked on a Saturday will be paid at the rate of time and one-quarter.

(b) Ordinary hours worked on a Sunday will be paid at the rate of double time.

(c) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours will be subject to agreement between the employer and the majority of employees concerned.

6.1.3 The ordinary hours of work prescribed herein will be worked continuously, except for meal breaks and rest pauses, between 8.00 a.m. and 7.00 p.m.:

Provided that in any area where late night trading occurs, the ordinary ceasing time under this Award may be extended to 9.00 p.m. on any evening of late night trading:

Provided further, that the ordinary daily working hours for all employees will not exceed 11 hours (until 9.00 p.m.) on the one day of the week on which the employer designates as their late night trading day.

6.1.4 The ordinary starting and finishing times of an individual employee or a group of employees may be staggered, provided that there is agreement between the employer and that employee or the majority of employees of the group, as the case may be.

6.1.5 The ordinary hours of work prescribed herein will not exceed 10 hours on any one day except for as provided in the second proviso of clause 6.1.3 above.

6.1.6 Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.

6.1.7 *Rosters*

(a) Working rosters will be as agreed between the employer and employee/s, or as agreed between the employer, the employees and the relevant Union.

(b) An employee's ordinary daily working hours according to the roster will be worked continuously except for the meal break:

Provided further that broken shifts will not be worked.

(c) Nothing contained in clause 6.1.7 prevents an employer from working the employees Monday to Friday, five days, each week.

(d) Every employee will be given a regular commencing and ceasing time for each day which will not be changed except upon 7 days' prior notice in writing, except for exceptional or unforeseen circumstances.

(e) A copy of the actual commencing and ceasing time of all employees including any alteration that may be kept and will be available for inspection by officials of the Union party to this Award.

6.1.8 *Shift work*

Shift work may be worked on such terms and conditions as agreed to between the employer and the employee/s, or as agreed to between the employer, employee/s and the relevant Union as the case may be or as approved by the Commission.

## **6.2 Overtime**

6.2.1 *Entitlement*

All time worked in excess of ordinary time as provided for in clause 6.1 (Hours of Work) will be deemed to be overtime.

6.2.2 *Payment*

(a) All overtime, in the case of day workers, will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

- (b) Overtime by any shift worker will be paid for at the rate of double time.
- (c) All work performed on a Sunday will be paid for at the rate of double time.
- (d) Each day to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

#### 6.2.3 *Work on rostered day off*

At the employee's own election but not otherwise, an employee may be employed on their rostered day off at the rate of time and one-half for the first 3 hours, and double time thereafter, with a minimum payment of 4 hours.

#### 6.2.4 *Time off in lieu*

- (a) By agreement between the employer and employee, the employee may elect to take any overtime entitlements, either in part or in full, as time off in lieu of overtime payments.
- (b) Such time off in lieu will be taken at the equivalent overtime rate.
- (c) At the end of each year of employment, any unpaid overtime, subject to the provisions of clause 6.2, will either be paid out in full money value, or be taken off in lieu at the end of the year of employment.

### **6.3 Meal break**

#### 6.3.1 *Entitlement - day workers*

All day workers will be allowed an unpaid meal break of not less than 30 continuous minutes and not more than one unbroken hour for a meal between the 4th and 6th hours after their ordinary starting time each day:

Provided that day workers required to work their ordinary hours continuing past 7.00 p.m. will be entitled to an unpaid meal break of not less than one-half hour to be taken between 4.30 p.m. and 7.00 p.m.

#### 6.3.2 *Entitlement - shift workers*

In the case of shift workers, each employee will be allowed 30 minutes in each shift for a paid meal break which will be taken at such time as not to cause a stoppage of work.

#### 6.3.3 *Meal breaks during overtime*

Subject to clause 6.3.4, an employee who is required to continue working overtime for more than 2 hours after the completion of a minimum of 7.6 hours of ordinary work will be allowed 30 minutes for an unpaid meal break after the second hour worked and be paid a meal allowance of \$12.10.

#### 6.3.4 *Late night trading*

On any permitted day of late night trading until 9.00 p.m., any full-time or part-time employee (excluding casual employees) who works more than 8 hours as part of their ordinary working hours on the day of late night trading, will, if required to continue such work beyond 8.00 p.m. as ordinary hours, will be paid a meal allowance of \$12.10.

### **6.4 Rest pauses**

- 6.4.1 Weekly employees will receive a rest pause of 10 minutes' duration in the first and second half of each day worked.
- 6.4.2 Casual and part-time employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive hours on any one day will receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 hours (excluding the meal break) on any one day will receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- 6.4.3 Rest pauses will be taken in the employer's time.
- 6.4.4 Rest pauses will be taken at times to suit the convenience of the employer and so as to not interfere with the continuity of work where continuity is necessary.
- 6.4.5 Notwithstanding the provisions of clause 6.4.1 where the employer and employees agree, the rest pauses may be combined so that the employee has one rest pause of 20 minutes' duration.

## **6.5 Shift work**

6.5.1 In addition to the rates of pay prescribed by clause 5.1 (Wages), employees whilst engaged on afternoon or night shift, as defined will be paid an additional penalty rate as follows:

Afternoon shift      12.5% (or \$9.70 whichever is the greater)

Night shift            15% (or \$9.70 whichever is the greater)

For the purposes of clause 6.5 the percentage which is quoted will be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

6.5.2 Unless otherwise agreed between the employer and the majority of the employees affected:

(a) An afternoon shift means a shift finishing after 6.00 pm and at or before 12.00 pm (midnight).

(b) A night shift means a shift finishing after 12.00 pm (midnight) and at or before 8.00 am.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

(a) not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and

(b) not less than 4 weeks in any other case.

7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) must be paid for by the employer in advance:

(a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.1, at that excess rate; and

(b) in every other case, at the ordinary time rate of pay payable under clause 5.1 to the employee concerned immediately prior to that leave.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, calculated in accordance with clause 7.1.5.

#### *7.1.5 Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments), shall be calculated as follows:

(a) Shift workers - Subject to clause 7.1.5(b), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

(b) All employees - Subject to the provisions of clause 7.1.5(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

(i) the employee's ordinary wage rate as prescribed in clause 5.1 for the period of the annual leave (excluding shift premiums and weekend penalty rates);

(ii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.5(b)(i).

(c) Clause 7.1.5(b) does not apply to:

(i) any period or periods of annual leave:

- exceeding 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
- exceeding 4 weeks in any other case.

(ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 14 days' notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, and school based apprentices and trainees, is entitled to 60.8 hours sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

### *7.2.4 Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### *7.2.5 Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

### **7.3 Bereavement leave**

#### *7.3.1 Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### *7.3.2 Long-term casual employees*

(a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### *7.3.3 "Immediate family" includes:*

(a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### *7.3.4 Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

### **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

### **7.5 Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

#### *7.5.1 It is to be noted that:*

(a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

(b) *a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.*

#### *7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:*

(a) Maternity leave

(b) Parental leave

(c) Adoption leave

(d) Special responsibility leave for the care and support of the employee's immediate family or household

### **7.6 Public holidays**

#### *7.6.1 Subject to clause 7.6.6 all work done by any employee on:*

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);

- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### 7.6.2 *Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

#### 7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

#### 7.6.4 *Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

#### 7.6.5 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

#### 7.6.6 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.6.7 When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred and to be taken within 12 calendar months.

### 7.7 **Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working

ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

NOTE: No provisions inserted in this Award relevant to this Part

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

### **9.2 Introduction of additional training and wage progression conditions for apprentices and trainees**

With the introduction of new training and wage progression structures, employers, the relevant Unions, apprentices and trainees will co-operate to achieve its effective introduction. This process will require the parties to:

- (a) familiarise themselves with the new training qualifications and the associated units of competence and elements/components within that underpin each wage level;
- (b) where relevant, transfer current apprentices and trainees from their existing wage level to their appropriate new wage level which will be based on the new training qualifications and the associated units of competence and elements/components within that underpin each wage level;
- (c) ensure that the new training and wage progression structure is implemented;
- (d) ensure that students and apprentices and trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract are appropriately classified according to their qualification level, skill and aggregated periods of time served under previous Training Contracts or indenture.
- (e) identify and resolve any problems created by the transition;
- (f) inform their industrial representatives of any problems encountered or envisaged; and
- (g) resolve any difficulties or problems associated with the implementation of the new training and wage progression structure in accordance with clause 3.1 (Grievance and dispute settling procedure).

### **9.3 Objectives**

The objectives of clauses 9.2 to 9.10 are to establish a framework of wages and conditions for persons undertaking an apprenticeship or traineeship, including those apprenticeships and traineeships that are in accordance with qualifications within the *Hairdressing Training Package* or other qualification recognised by the Training and Employment Recognition Council.

### **9.4 Application**

Clauses 9.2 to 9.10 apply to all persons who are employed as an apprentice or trainee in accordance with the provisions of the Act.

### **9.5 Definitions**

9.5.1 "Act" for the purpose of clauses 9.2 to 9.10 means the Vocational Education, Training and Employment Act 2000 as amended from time to time.

9.5.2 "Apprentice" means the same as specified in the Act..

- 9.5.3 "Australian Qualifications Framework" (AQF) means the national system of recognition for the issue of vocational qualifications.
- 9.5.4 "Competency Value" for each competency unit means the approved nominal hours approved by the state training authority for that competency unit.
- 9.5.5 "Hairdressing Training Package" means the series of industry based and nationally recognised hairdressing qualifications, competency standards and assessment guidelines that are endorsed by the National Quality Council. The Hairdressing Training Package may also be supported by non-endorsed components such as learning strategies, assessment resources and professional development materials.
- 9.5.6 "Nominal Term" means the same as defined in the Act.
- 9.5.7 "Part-time Apprentice or Trainee" means an apprentice or trainee who undertakes an apprenticeship or traineeship on a part-time basis by working less than the ordinary weekly hours applicable to the workplace, and by undertaking lesser training time than a full-time apprentice or trainee.
- 9.5.8 "Qualification" means the same as specified in the Act.
- 9.5.9 "Recognition of Prior Learning" means the process whereby competencies already attained by an individual (for example, through formal and informal training, work or life experiences) can be assessed and recognised as fulfilling certain components or competencies of the qualification.
- 9.5.10 "School-based Apprenticeship or Traineeship" means a contract of training and paid employment where a school student's timetable or curriculum reflects a combination of work, training and school study, which together lead to the award of a senior certificate or its equivalent, and progress towards, or the attainment of, a vocational qualification.
- 9.5.11 "Supervised training" means the same as specified in s. 392 of the Industrial Relations Act 1999.
- 9.5.12 "Supervising Registered Training Organisation" means an organisation such as a secondary school, TAFE or other non-government training organisation that meets the registration requirements within the Act with respect to the delivery and assessment of particular qualifications.
- 9.5.13 "Total Competency Value" is the sum of the approved nominal hours for all competency units specified in the apprentice's individual training plan that are necessary for the attainment of the qualification, including any competencies achieved before the commencement of the apprenticeship.
- 9.5.14 "Training and Employment Recognition Council" means the same as specified in the Act.
- 9.5.15 "Tradesperson's Rate" means the trade rate applicable at the workplace for Level 3 employees, or where an apprentice or trainee is employed by a group training organisation the trade rate applicable at the workplace of the host employer.
- 9.5.16 "Trainee" means the same as specified in the Act.
- 9.5.17 "Training Contract" means the same as specified in the Act.
- 9.5.18 "Training Plan" means the same as specified in the Act.
- 9.5.19 "Training Record" means the same as specified in Division 3 of the Vocational Education, Training and Employment Regulation 2000, as amended from time to time.

## **9.6 Training conditions**

- 9.6.1 The training conditions of apprentices and trainees shall be as prescribed under the Act, the *Vocational Education, Training and Employment Regulation 2000*, and approved guidelines, policies and procedures as amended from time to time.
- 9.6.2 The apprentice or trainee shall be permitted by the employer to undertake supervised training in the qualification in accordance with the provisions of the Act.
- 9.6.3 During the probationary period, the employer shall ensure that a training plan for each apprentice or trainee is negotiated and signed in accordance with the provisions of the Act and that the supervising registered training organisation identifies in the training plan the competencies already possessed by the apprentice or trainee or recognition of prior learning relative to the qualification to be undertaken.

9.6.4 Employers shall ensure apprentices and trainees are supervised to the extent required under the Act and approved guidelines and policies as amended from time to time.

9.6.5 It is the responsibility of the relevant supervising registered training organisation to conduct ongoing assessment of the apprentice or trainee in conjunction with the employer, and in accordance with the timeframes specified in the training plan. This ongoing assessment is to ensure that the apprentice or trainee is making adequate progress towards the achievement of competencies. All competencies achieved shall be recorded in the training record on a regular basis in accordance with the *Vocational Education, Training and Employment Regulation 2000*.

## **9.7 Employment conditions**

### *9.7.1 General*

In general, employment conditions for apprentices and trainees shall be as provided by this Award. If there is a conflict between any provisions in clauses 9.2 to 9.10 of the Award and other provisions of this Award, the provisions of clauses 9.2 to 9.10 shall prevail.

### *9.7.2 Part-time apprentices or trainees*

An apprentice or trainee may be engaged on part-time arrangements in accordance with the policy and decisions of the Training and Employment Recognition Council and be remunerated on a part-time basis in accordance with the provisions of this Award.

In accordance with the policy of the Training and Employment Recognition Council, the ordinary hours of work, including training in the workplace and supervised training, for a part-time apprentice or trainee shall average not less than 15 hours per week over each 4 week period throughout the term of the training contract.

### *9.7.3 School-based apprentices or trainees*

In accordance with the policy of the Training and Employment Recognition Council school-based apprenticeships or traineeship arrangements must meet all of the following criteria:

- (a) enrolment in a registered government or accredited non-government school;
- (b) attendance at school, work and training;
- (c) a training contract which links to an industrial award or agreement and is signed by the employer and the student in training;
- (d) completion of an Education, Training and Employment Schedule, negotiated by the supervising registered training organisation, that must be signed by the Principal of the school where the student is enrolled. The Education, Training and Employment Schedule must demonstrate that the student is participating in work and/or training as part of their school timetable or curriculum;
- (e) progress towards the attainment of senior certificate or equivalent and/or a vocational qualification;
- (f) wages paid for the time spent in productive work in the workplace; and
- (g) a minimum of 48 days of paid work in any 12 month period from the date of commencement of the school-based apprenticeship or traineeship, unless otherwise approved by the Training and Employment Recognition Council.

The minimum hours provided for in clause 9.7.2 shall not apply to school-based apprentices and trainees.

When a student ceases to be enrolled in a school offering secondary courses and the student has not completed the apprenticeship or traineeship, they shall continue as an apprentice or trainee in accordance with the training contract and the relevant industrial instrument on either a full-time or part-time basis. They shall also be paid and receive all entitlements in accordance with legislation, orders or the Award.

### *9.7.4 Time spent undertaking supervised training and rostered days off*

Apprentices and trainees shall be paid for time spent undertaking supervised training in accordance with s. 392 of the *Industrial Relations Act 1999* and in accordance with those provisions the employer shall record details of time spent undertaking supervised training in the time and wages records.

When an apprentice's or trainee's rostered day off, or days off, coincide with time spent undertaking supervised training, the rostered day off will not be a rostered day off for the apprentice or trainee and will be substituted by one of the following methods:

- the equivalent of the time spent undertaking supervised training may be added to apprentice or trainee's annual leave (but doesn't attract leave loading); or

- payment for the equivalent of the time spent undertaking supervised training may be made at the ordinary rate to the apprentice or trainee on the next succeeding pay day; or
- the apprentice or trainee may be allowed the equivalent of the time spent undertaking supervised training in lieu of such rostered day off.

Unless otherwise agreed between the employer and the apprentice or trainee, such time in lieu will be taken within 28 days of the rostered day off falling due.

## 9.8 Wages

### 9.8.1 General

- Apprentice and trainee rates shall be calculated in multiples of ten cents with any result of five cents or more being taken to the next highest ten cent multiple.
- Allowances shall be paid in accordance with the provisions of the *Industrial Relations Act 1999*, and this Award.
- In addition to the rates of pay prescribed by this Award, eligible apprentices and trainees, including part-time and school-based apprentices and trainees, shall be entitled to occupational superannuation benefits in accordance with this Award and any relevant State or Commonwealth superannuation legislation.

### 9.8.2 Entry wage level arrangements

- Apprentices and trainees, including those who transition from old qualifications to new qualifications, will be entitled to the wage level appropriate to the competencies possessed by them at the time of entry. This may involve the Supervising Registered Training Organisation undertaking an appropriate recognition of prior learning process or the validation of results in qualifications or statements of attainment possessed by the apprentice or trainee.
- Apprentices and trainees who commence with no industry competencies will enter at Wage Level 1.
- Re-commencement of an apprenticeship or traineeship:
  - The entry wage level for any apprentices and trainees who re-commence an apprenticeship or traineeship by way of conversion from a previous fully or partly completed apprenticeship or traineeship, shall be the wage level the apprentice or trainee was previously entitled to, regardless of whether it was determined by the attainment of competencies or the expiry of a period of time.
  - In determining the wage level the apprentice or trainee was previously entitled to, competencies attained and aggregated periods of time served as an apprentice or trainee in the same apprenticeship or traineeship calling and credits for pre-vocational, pre-apprenticeship and full-time institutional qualifications shall be taken into account.
- Persons who complete a Salon Assistant traineeship and subsequently enter a hairdressing apprenticeship will commence at Wage Level 1 and remain on that Wage Level for a maximum period of 3 months or on the achievement of 175 competency points in accordance with Table 1 whichever is the earlier.
- Credits for pre-apprenticeship, pre-trade, pre-vocational and other institutionally delivered qualifications:
  - Persons who do not obtain employment as an apprentice within a period of 14 months from the date of successful completion of the qualification and those who do not successfully complete the qualification before employment as an apprentice, shall commence at wage level 1 and progress in the same manner as a person who commences with no industry competencies.
 

Any competencies attained by such persons during the qualification shall not affect their wage progression arrangements unless the currency of the person's competence is re-evaluated and validated by the supervising registered training organisation in conjunction with the employer and the apprentice at the commencement of the apprenticeship.
  - Subject to clause 9.8.2(e)(i), graduates of pre-trade, pre-vocational and other institutionally delivered qualifications up to AQF Level 2 such as WRH20100, will commence apprenticeships at Wage Level 1 and 6 months after commencing their apprenticeship, will progress to Wage Level 2 and then progress in accordance with Table 1.

- (iii) Subject to clause 9.8.2(e)(i), graduates of pre-trade, pre-apprenticeship and other institutionally delivered qualifications at AQF Level 3 such as WRH30100, 39078QLD or 3212KC1 Certificate in Hairdressing (Pivot Point) will, on entering an apprenticeship, commence at Wage Level 3 and progress thereafter in accordance with the achievement of associated on-the-job competencies or portion of the nominal term specified in Table 1.

### 9.8.3 Wage progressions

- (a) Progression of apprentices through the wage levels shall primarily be based upon the attainment of competencies as specified in Table 1. However, Table 1 also allows wage progression on the basis of the expiry of a proportion of the nominal term of the apprenticeship if it occurs earlier than the attainment of the competencies.
- (b) If an apprentice or trainee's training plan is amended after the commencement of their apprenticeship or traineeship, the apprentice or trainee will suffer no disadvantage in relation to their rate of pay.
- (c) Re-commencement of an apprenticeship:

If an apprentice who has partly completed a 4 year hairdressing apprenticeship re-commences their apprenticeship under a new training contract, and the nominal term approved by the Training and Employment Recognition Council for the apprenticeship calling at the re-commencement date is less than 4 years, the apprentice will be entitled to the entry wage level specified in clause 9.8.2(c) and progress to subsequent wage levels in accordance with Table 1. However, the phrase "the nominal term of the apprenticeship as approved by the Training and Employment Recognition Council", where it appears in Table 1, shall mean "4 years".

#### Example:

- An apprentice completes 2 years 1 month of a 4 year Ladies Hairdressing apprenticeship and the training contract is cancelled.
  - The apprentice had attained 50% of the total competency value for the competencies specified in their training plan at cancellation and was therefore entitled to wage level 3 rate of pay at the time of cancellation.
  - Before the apprentice re-commenced their apprenticeship, the Training and Employment Recognition Council had amended the nominal duration of Ladies Hairdressing apprenticeships from 4 years to 3 years.
1. On re-commencement in the new training contract, the apprentice must receive wage level 3 in accordance with clause 9.8.2(c) of this Award.
  2. The apprentice will be entitled to progress to wage level 4:
    - on attainment of 75% of the total competency value for the competencies specified in the apprentice's training plan;
    - or
    - on the expiry of 11 months service under the new training contract, whichever is the earlier to occur.

Note:

The period of 11 months was calculated in the following manner:

$\frac{3}{4}$  of 4 years (in accordance with Table 1 and clause 9.8.3(d)) = 3 years  
 3 years less 2 years and 1 month = 11 months.

- (d) Wage progression arrangements for apprentices shall be as specified in Table 1. Wage progression arrangements for trainees shall be as specified in Table 2.

**TABLE 1 Apprentices**

Wage Level	Minimum Training Requirements on Entry	% of Tradesperson's Rate or equivalent
1	On entry into the apprenticeship	40
2	On attainment of 25% of the total competency value for the competencies specified in the training plan	55

	<i>or</i> 1/4 of the nominal term of the apprenticeship as approved by the Training and Employment Recognition Council whichever is the earlier	
3	On attainment of 50% of the total competency value for the competencies specified in the training plan <i>or</i> 1/2 of the nominal term of the apprenticeship as approved by the Training and Employment Recognition Council whichever is the earlier	75
4	On attainment of 75% of the total competency value for the competencies specified in the training plan <i>or</i> 3/4 of the nominal term of the apprenticeship as approved by the Training and Employment Recognition Council whichever is the earlier	90

**TABLE 2 Trainees**

Wage Level	Minimum Training Requirements on Entry	% of Tradesperson's Rate or equivalent
1	On entry into the traineeship	40

#### 9.8.4 Part-time and school-based apprentices and trainees

Wages for part-time and school-based apprentices and trainees will be based on the wage progression arrangements for apprentices and trainees calculated on a *pro rata* basis.

School-based apprentices and trainees will receive a loading of 20% of the ordinary time rate in consideration of non-payment for:

- time spent at school and/or institution or undertaking off-the-job training;
- annual leave;
- sick leave; and
- public holidays, where the school-based apprentice or trainee is not required to work on such days.

The part-time and school-based rate will be used as the ordinary time rate for the calculation of overtime, penalties and all other purposes of the Award:

Where Table 1 refers to the nominal term, the nominal term refers to full-time apprentices and trainees. For part-time apprentices or trainees, the nominal term for wage progression arrangements shall be double that specified for full-time apprentices and trainees.

#### 9.8.5 Conversion of part-time and school-based apprentices and trainees to full-time

When the employment of a part-time or school-based apprentice or trainee is converted to full-time, the date the next wage level is due (excluding if the apprentice or trainee attains the necessary competencies earlier) shall be calculated by applying the following formula:

Step 1 Calculate the total calendar period (in days) of part-time or school based employment after commencing the wage level applicable to the date of the conversion to full-time;

Step 2 Divide the result by 2 and round the result to the next full day;

Step 3 Subtract the result from 365 days;

Step 4 Add the result to the date of conversion to full time to ascertain the date the next wage level is due.

**Example:** A person was employed as a school based trainee on Wage Level 1 from 1 March to 30 November in the same year and was converted to full time on 1 December that year.

1. Total calendar period from 1 March to 30 November = 275 days
2.  $275 \text{ days} \div 2 = 137.5$  (rounded off = 138 days)
3.  $365 - 138 = 227$  days
4. 1 December + 227 days = 15 July (or earlier if trainee attains the necessary competencies earlier)

#### 9.8.6 Existing employees

- (a) An "existing employee" is a person who has started an apprenticeship or traineeship with an employer and immediately before the apprenticeship or traineeship started, the person training as the apprentice or trainee was employed in a position (the "previous position") by the employer.

- (b) Existing employees may participate in apprenticeships and traineeships. An existing employee shall be required to serve a probationary period in accordance with the Act, however, they shall be entitled to reinstatement in their previous position in circumstances provided by s. 139A of the *Industrial Relations Act 1999*, as amended from time to time.
- (c) When existing employees commence an apprenticeship or traineeship, the employer shall endeavour to minimise any adverse affects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.
- (d) Existing employees who commenced employment as an apprentice or trainee with their employer on or after 1 January 2002 and who were employed by an employer for at least 3 months on a full-time basis or 6 months on a regular and ongoing part-time or casual basis immediately prior to becoming an apprentice or trainee with that employer, will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee, provided that existing employees who were casually engaged prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain their casual loading.
- (e) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.

#### 9.8.7 *Failure to make reasonable progress in the attainment of competencies*

- (a) Clause 9.8.7 does not apply where the reason for the failure of the apprentice or trainee to make reasonable progress in the attainment of competencies is due to the:
  - (i) failure of either the employer or supervising registered training organisation to arrange the apprentice or trainee's training to be delivered by the supervising registered training organisation, within a period of time that would allow the apprentice or trainee to attain the competencies within the period specified in the schedules; or
  - (ii) failure of the employer to release the apprentice or trainee for the training to be delivered by the supervising registered training organisation; or
  - (iii) failure of the employer to provide adequate training and/or adequate supervision by qualified staff.
- (b) Where the employer considers that a competency will not be achieved within the proportion of the nominal term specified in Table 1, they shall notify the Training and Employment Recognition Council in writing within 14 days, in accordance with the provisions of s. 82 of the Act. The matter shall be processed in accordance with the approved procedures of the Training and Employment Recognition Council.
- (c) Once the notification specified in clause 9.8.7(b) has been submitted, the apprentice or trainee shall not progress automatically to the next Wage Level through the expiry of the proportion of the nominal term specified in Table 1. They shall remain on their existing rate of pay until the matter is resolved in accordance with clause 9.8.7.
- (d) As a result of the processing of this matter in accordance with the approved procedures of the Training and Employment Recognition Council, the parties to the training contract, after consultation with the supervising registered training organisation, may agree that the period specified in the schedule needs to be extended to a new date that will allow the apprentice or trainee to attain the competencies required. In such cases, the period specified may be extended by written agreement of the parties to the training contract. The employer shall retain a copy of the written agreement and shall make it available for inspection.
- (e) If an employer fails to notify the Training and Employment Recognition Council in accordance with clause 9.8.7(b) or if the period specified in the schedule is not extended in accordance with clause 9.8.7(d), the apprentice or trainee shall progress to the next wage level at the expiry of the proportion of the nominal term specified in Table 1.
- (f) Subsequent wage progressions shall be in accordance with the provisions of Table 1.

#### 9.8.8 *Completion of apprenticeship or traineeship*

Apprentices or trainees shall only complete their apprenticeship or traineeship in accordance with the provisions of the Act. The classification of an employee on completion of an apprenticeship or traineeship shall be determined by clause 5.4 of the Award.

### **9.9 Travel arrangements for hairdressing industry apprentices and trainees**

9.9.1 Clause 9.9 covers the travel and accommodation arrangements of Hairdressing Industry apprentices and trainees when they are not in receipt of benefits available under executive decisions of Government covering

apprenticeship and traineeship travel and accommodation arrangements.

9.9.2 When such benefits prescribed in clause 9.9.1 are not payable to an apprentice or trainee, when attending training at such a distance that they cannot reasonably return to that place each night, will receive the following:

- (a) The employer will provide the apprentice or trainee with reasonable board or lodging, or pay an allowance at the rate the apprentice or trainee would receive under the executive decisions of Government covering apprenticeship and traineeship travel and accommodation arrangements.
- (b) The employer will also pay the following travel expenses to the apprentice or trainee when away from the employee's usual place of residence to attend such training:
  - (i) the time spent travelling, ordinary rates of pay up to a maximum of 8 hours per day for each day of travel;
  - (ii) for the amount of fares on the most common method of public transport to and from the employee's normal place of residence to the place of residence to the place of board and lodging; and
  - (iii) for the amount of fares on a daily basis on the most common method of public transport to and from the employee's normal place of lodging to the place of training;

9.9.3 If the amounts paid by the employer to the apprentice or trainee under clause 9.9.2 are unreasonable under the circumstances any disagreement will be settled under clause 3.1 - Grievance and dispute settling procedure.

9.9.4 For the purposes of clause 9.9 reasonable board and lodging means lodging in a well kept establishment with 3 adequate meals each day, adequate furnishings, good bedding in a single room, good floor coverings, good lighting and heating and with hot and cold running water in a single room.

## **9.10 Supply of tools**

Apprentices (including part-time and school-based apprentices) will be provided with tools of trade in accordance with the relevant Orders and Decisions of the Commission.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Chair renting prohibited**

The renting of chairs in Hairdressing Salons is prohibited.

### **10.2 Premises must be registered**

Hairdressing is prohibited in any premises not registered as a shop under the *Workplace, Health and Safety Act 1995*, other than to attend to a person receiving medical attention, or the aged, or the infirm.

### **10.3 Training premiums prohibited**

10.3.1 No person will either directly or indirectly request or permit any other person to pay, give, or will receive from any other person, any premium, bonus, consideration, or payment for employing or teaching, or purporting to employ or teach such person, or any other person, any of the skills relating to callings to which this Award applies.

10.3.2 Registered training organisations within the meaning of the *Training and Employment Act 2000* will be exempt from the operation of clause 10.3.

### **10.4 Provision of electrical equipment**

All electrical equipment, with the exception of hand tools, required to be used by the employee will be supplied and maintained by the employer.

### **10.5 Uniforms**

Where uniforms are required to be worn they will be provided free of cost to the employee by the employer and such uniforms will remain the property of the employer.

### **10.6 Outside contracting prohibited**

No employee will employ themselves outside the ordinary working hours as prescribed in Part 6 of this Award in the service of any person or company other than their regular employer or employers, in any work, or will do any work similar to that which their employer usually undertakes for any person other than their regular employer or employers, except for their own personal use.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the relevant Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the relevant Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### *11.1.4 Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the relevant Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the relevant Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's Award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

#### **Preamble.**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of a Union.

#### 11.3.1 *Documentation to be provided by employer*

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of

the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

#### 11.3.2 *Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### 11.3.3 *Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

### **11.4 Award to be posted**

The employer must display a copy of this Award in a conspicuous place at the workplace where employees can easily read it.

Dated 6 May 2003

By the Commission,  
[L.S.] E. EWALD,  
Industrial Registrar.

Operative Date: 14 July 2003