

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Application No. APPL 69 OF 2023

**COMMISSION'S OWN MOTION PURSUANT TO SECTION 40B TO REVIEW THE
HAIRDRESSERS AWARD 1989**

NOTICE is given by the Commission's Own Motion pursuant to section 40B of the *Industrial Relations Act 1979* (WA) (IR Act) of the Commission's intention to vary the *Hairdressers Award 1989*.

Under section 40B(1) of the IR Act, the Commission has power, of its own motion, to vary the Award for any one or more of the following purposes:

- (a) to ensure that the award does not contain wages that are less than the minimum award wage as ordered by the Commission under section 50A;
- (b) to ensure that the award does not contain conditions of employment that are less favourable than those provided by the [*Minimum Conditions of Employment Act 1993*];
- (c) to ensure that the award does not contain provisions that discriminate against an employee on any ground on which discrimination in work is unlawful under *the Equal Opportunity Act 1984*;
- (d) to ensure that the award does not contain provisions that are obsolete or need updating;
- (e) to ensure that the award is consistent with the facilitation of the efficient organisation and performance of work according to the needs of an industry and enterprises within it, balanced with fairness to the employees in the industry and enterprises.

The proposed variations are published in the annexed table.

A copy of the application and proposed variations may be inspected at my office by appointment at 111 St Georges Terrace, Perth.

A hearing for the purpose of affording interested persons an opportunity to be heard in relation to the proposed variations will be held at the Commission, Level 18, 111 St Georges Terrace, Perth on **Monday, 19 February 2024 at 10.00 am.**

Any person who wishes to be heard in relation to the proposed variations should contact Senior Commissioner Cosentino's Chambers by email at Chambers-Cosentino@wairc.wa.gov.au.

S. BASTIAN
REGISTRAR

9 JANUARY 2024

Current Award	Proposed variations
Hairdressers Award 1989	Hair and Beauty Industry Award
	Insert the following as a heading before clause 1 'Title': PART 1 - APPLICATION AND OPERATION
<p style="text-align: center;"><u>1. - TITLE</u></p> <p>This Award shall be known as the Hairdressers Award 1989 and replaces the Ladies Hairdressers' Award No. 30 of 1962 as varied and the Male Hairdressers' Award No. 17 of 1963 as varied.</p>	<p style="text-align: center;"><u>1. - TITLE</u></p> <p>This award shall be known as the Hair and Beauty Industry Award.</p>
<p style="text-align: center;"><u>1B. - MINIMUM ADULT AWARD WAGE</u></p> <p>(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.</p> <p>(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is \$863.40 per week.</p> <p>The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide \$863.40 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.</p> <p>The minimum adult award wage is payable from the beginning of the first pay period commencing on or after 1 July 2023.</p> <p>(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.</p> <p>(4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by results, shall not be paid less</p>	<p style="text-align: center;"><u>NO VARIATIONS</u></p>

than pro rata the minimum adult award wage according to the hours worked.

- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
- (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) **Minimum Adult Award Wage**
- The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2023 State Wage order. Any increase arising from the insertion of the minimum wage will 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 above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is

<p>not required.</p> <p>Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.</p> <p>(10) Adult Apprentices</p> <p>(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is \$733.40 per week.</p> <p>(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide \$733.40 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.</p> <p>(c) The minimum adult apprentice wage is payable from the beginning of the first pay period commencing on or after 1 July 2023.</p> <p>(d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.</p> <p>(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.</p> <p>(f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.</p>	
<p style="text-align: center;"><u>2. - ARRANGEMENT</u></p> <p>1. Title</p>	<p style="text-align: center;"><u>2. - ARRANGEMENT</u></p> <p>PART 1 – APPLICATION AND OPERATION</p>

<ul style="list-style-type: none"> 1B. Minimum Adult Award Wage 2. Arrangement 3. Area and Scope 4. Term 5. Definitions 6. Hours 7. Display of Rosters 8. Overtime 9. Holidays 10. Annual Leave 11. Wages 12. Contract of Employment and Termination 13. Registration 14. Sick Pay 15. Meal Times and Break Periods 16. Meal Money 17. Time and Wages Record 18. Breakdowns 19. Posting of Award 20. Staff Room 21. Long Service Leave 22. Tools of Trade 23. Premiums 24. Proportion 25. Supported Wages Employees 26. Board of Reference 27. Uniforms 28. Compassionate Leave 29. Superannuation 30. Payment of Wages 31. Location Allowances 32. First Aid Allowance 33. Enterprise Bargaining 34. Consultative Procedures 35. Introduction of Change 36. Disputes Procedure <p>First Schedule - Respondents Second Schedule - Named Union Party</p>	<ul style="list-style-type: none"> 1. Title 1B. Minimum Adult Award Wage 2. Arrangement 3. Area and Scope 4. Definitions <p>PART 2 – CONTRACT OF EMPLOYMENT</p> <ul style="list-style-type: none"> 5. Engagement 6. Termination of Employment <p>PART 3 – HOURS OF WORK</p> <ul style="list-style-type: none"> 7. Hours 8. Display of Rosters 9. Overtime 10. Meal Times and Break Periods <p>PART 4 – LEAVE AND PUBLIC HOLIDAYS</p> <ul style="list-style-type: none"> 11. Public Holidays 12. Annual Leave 13. Personal Leave 14. Long Service Leave 15. Parental Leave 16. Bereavement Leave 17. Family and Domestic Violence Leave <p>PART 5 – RATES OF PAY AND ALLOWANCES</p> <ul style="list-style-type: none"> 18. Wages 19. Traineeships 20. Supported Wage System For Employees With Disabilities 21. Superannuation 22. Payment of Wages 23. Time and Wages Record 24. Meal Allowance 25. Location Allowance 26. First Aid Allowance <p>PART 6 – OTHER</p> <ul style="list-style-type: none"> 27. Breakdowns 28. Posting of Award
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<p>Appendix - S.49B - Inspection Of Records Requirements</p>	<p>29. Tools of Trade 30. Proportion 31. Uniforms 32. Introduction of Change 33. Disputes Procedure</p> <p>First Schedule - Respondents Second Schedule - Named Union Party</p>
<p style="text-align: center;"><u>3. - AREA AND SCOPE</u></p> <p>This Award shall have effect throughout the State of Western Australia and shall apply to all employees employed in the classifications provided in Clause 11. - Wages of this award employed in hairdressing establishments.</p>	<p style="text-align: center;"><u>NO VARIATIONS</u></p>
<p style="text-align: center;"><u>4. - TERM</u></p> <p>The term of this Award shall be for a period of three years from the 9th day of May, 1989.</p>	<p style="text-align: center;"><u>CLAUSE DELETED</u></p>
	<p style="text-align: center;"><u>4. - DEFINITIONS</u></p> <p>(1) "Apprentice" means an apprentice under the <i>Vocational Education and Training Act 1996</i> (WA) or any successor legislation.</p> <p>(2) "Casual employee" shall mean an employee engaged in accordance with the provisions of subclause (3) of Clause 5. - Engagement.</p> <p>(3) "Part-time Employee" shall be an employee as provided for in Clause 5. - Engagement.</p> <p>(4) Hair and beauty employee level 1 means a salon assistant.</p> <p>(5) Hair and beauty employee level 2 means:</p> <p style="padding-left: 20px;">In hairdressing:</p> <p style="padding-left: 40px;">(a) An unqualified hairdresser with less than three years of full-time experience in the hairdressing industry.</p>

	<p>In beauty:</p> <ul style="list-style-type: none">(a) a make-up artist who holds a Certificate II in make-up services (or equivalent);(b) a nail technician who holds a Certificate II in Nail Technology (or equivalent); or(c) an unqualified beautician or cosmetologist. <p>(6) Hair and beauty employee level 3 means:</p> <p>In hairdressing:</p> <ul style="list-style-type: none">(a) an employee with at least three years of full-time experience in the hair and beauty industry. <p>In beauty:</p> <ul style="list-style-type: none">(a) a beautician who holds a Certificate III in Beauty Services (or equivalent); or(b) a hairdresser who holds a Certificate III in Hairdressing (or equivalent). <p>(7) Hair and beauty employee level 4 means a beauty therapist who holds a Certificate IV in Beauty Therapy (or equivalent).</p> <p>(8) Hair and beauty employee level 5 means:</p> <ul style="list-style-type: none">(a) a hairdresser who holds a Certificate IV (or equivalent); or(b) a trichologist who is a hairdresser and holds a Certificate IV in Trichology (or equivalent). <p>(9) Hair and beauty employee level 6 means:</p> <p>In hairdressing:</p>
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	<p>(a) an employee who is required to be present and in control of one or more hairdressing activities or all hairdressing conducted on particular premises.</p> <p>In beauty:</p> <p>(b) a beauty therapist who holds a Diploma in Beauty Therapy (or equivalent).</p> <p>(10) Hair and beauty industry means carrying out or performing any of the following activities:</p> <p>(a) hair cutting, hair dressing, hair trimming, hair curling, hair waving, shampooing, hair working, hair colouring or dying, chemical reformation and hair extensions; or</p> <p>(b) shaving, beard trimming; or</p> <p>(c) any other process or treatment of the hair, head or face carried out or performed in a hairdressing salon, including the sharpening or setting of razors; or</p> <p>(d) wig-making; or</p> <p>(e) facial or body waxing or</p> <p>(f) face or head massaging; or</p> <p>(g) eyebrow waxing, eyebrow tinting, eyebrow arching, eyelash tinting, eyelash extending; or</p> <p>(h) body hair removal including waxing chemical methods, electrolysis and laser hair removal; or</p> <p>(i) manicures, pedicures, nail enhancement and nail artistry techniques; or</p> <p>(j) make-up application, skin analysis, development of treatment plans,</p>
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	<p>facial treatments including massage and other specialised treatments such as lymphatic drainage; or</p> <p>(k) high frequency body treatments including full body massage and other specialised treatments using machinery and other cosmetic applications and techniques; or</p> <p>(l) aromatherapy and the application of aromatic plant oils for beauty treatments; or</p> <p>(m) using various types of electrical equipment for both body and facial treatments.</p> <p>(11) Modern Award means the <i>Hair and Beauty Industry 2020</i> modern award made by the Fair Work Commission as amended or varied from time to time.</p> <p>(12) “Union” shall mean The Shop, Distributive and Allied Employees’ Association of Western Australia.</p>
	<p>Insert the following as a heading before clause 5 ‘Engagement’:</p> <p>PART 2 – CONTRACT OF EMPLOYMENT</p>
<p style="text-align: center;"><u>5. - DEFINITIONS</u></p> <p>Two classes of labour only shall be employed in the hairdressing industry, viz. Seniors and Apprentices.</p> <p>(1) "Senior" means an employee who has gained a trade certificate under State Industrial Apprenticeship Legislation in force at that time, or who is registered by the Hairdressers Registration Board of Western Australia. Except that anywhere where the provisions of the Hairdressers Registration Act are not currently applicable a senior shall mean an employee with at least four years of full time hairdressing experience.</p> <p>(2) "Apprentice" means an apprentice under the Industrial Training Act, 1975.</p>	<p style="text-align: center;"><u>5. - ENGAGEMENT</u></p> <p>(1) Employment Conditions</p> <p>An employer may engage an employee on either a full-time, part-time or casual basis subject to the terms of this Award.</p> <p>(2) Permanent Employment - Full-Time</p> <p>(a) “Permanent employment” shall mean an employee engaged on a weekly basis who may be dismissed or leave the employer's service only as provided by subclause (5) below, and subject to subclause (4) of this clause, whose ordinary hours of work shall be 38 per week or 76 per two consecutive weeks.</p>

<p>(3) "Casual employee" shall mean an employee engaged in accordance with the provisions of subclause (3) of Clause 12. - Contract of Employment and Termination.</p> <p>(4) "Part-time Employee" shall be an employee as provided for in Clause 12. - Engagement of this award.</p> <p>(5) "Hairdresser" shall mean an employee employed in hairdressing establishments performing any of the following work: Head shaving, haircutting, hair removing, hair dressing, hair trimming, hair curling or waving, hair singeing, shampooing, wig making, hair working, hair dyeing or colouring, manicuring, face, neck or head massage or other similar stimulative treatment or process of the hair, head, face or neck, carried on, used or employed in hairdressing salons, beauty parlours, or similar establishments, whether with or without the aid of any apparatus, appliance, preparation or substance.</p> <p>(6) "Registered" shall mean any employee registered by the Hairdressers Registration Board of Western Australia, for the particular class of hairdressing being performed.</p> <p>(7) "Under Rate Employee" shall be an employee as provided for in Clause 25. - Under Rate Employees of this award.</p> <p>(8) "Principal" shall mean any employee registered by the Hairdressers Registration Board of Western Australia as a Principal for the particular class of hairdressing being performed, who has been nominated by the employer as Principal for the Salon in which the employee is employed.</p>	<p>(b) A permanent employee shall be engaged subject to a probationary period of two months. Where the employee is advised by the employer of the probationary period and its duration prior to engagement the notice pursuant to subclause (5) shall not apply.</p> <p>(3) Casual Employment</p> <p>(a) "Casual employee" shall mean an employee engaged by the hour and who may be dismissed or leave the employer's service as provided by subclause 6(2) below and except as hereinafter provided shall not be engaged for more than 38 hours per week in ordinary hours with not more than ten work commencements in each roster period of two weeks.</p> <p>(b) Work performed by casual employees in excess of 38 hours per week shall be paid for at overtime rates of pay at the casual rate.</p> <p>(c) The minimum period of engagement for a casual employee shall be three consecutive hours on any day.</p> <p>(d) Any casual employee engaged but not permitted to commence work shall receive two hours' pay at the casual rate as prescribed in this Award.</p> <p>(4) Permanent Employment - Part-Time</p> <p>(a) "Part-Time Employee" shall mean a permanent employee who may be engaged on any day, Monday to Saturday inclusive for a minimum of twelve hours per fortnight and a maximum of sixty four hours per fortnight with not more than ten daily work commencements in any fortnightly period. Provided that a part-time employee shall not be engaged for less than three consecutive hours nor more than nine and a half consecutive hours exclusive of meal times on any one day except on the day of late night trading when the maximum daily ordinary hours shall be eleven and a half.</p> <p>(b) A part-time employee shall be engaged subject to a probationary period of two months.</p>
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	<p>(c) A part-time employee shall receive payment for wages, annual leave, sick leave and long service leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to 38 hours.</p> <p>(d) When a day, being a day when a part-time employee would have been rostered to work is a holiday under the provisions of Clause 11. - Public Holidays of this Award, then that day shall be a holiday without deduction of pay to such employee.</p>
<p style="text-align: center;"><u>6. - HOURS</u></p> <p>(1) Ordinary Hours</p> <p>The ordinary hours of work shall be 38 per week or 76 hours every two consecutive weeks, to be worked between 8.00am and 6.00pm Monday to Friday and 8.00am to 5.00pm on Saturdays and between 6.00pm and 9.00pm for the purpose of late night trading, with not more than ten work commencements in each roster period of two weeks.</p> <p>The ordinary hours of work and any meal interval prescribed by this award shall be rostered as a continuous period on any day.</p> <p>(2) No employer shall allow any employee to be on the employer's premises more than half an hour before the usual starting time of the employee.</p> <p>(3) No employee shall be rostered to work more than 11 and one half ordinary hours on the day of late night trading or more than 9 and one half ordinary hours on any other day, Monday to Saturday.</p> <p>(4) Holidays Falling on Rostered Hours</p> <p>Where a holiday prescribed in Clause 9. - Holidays of this Award falls on any day upon which an employee is required to work ordinary hours, the ordinary hours in that week shall be reduced by the number of hours ordinarily worked by the employee on the day on which the holiday occurs.</p> <p>(5) Rostered Day Off Provisions</p>	<p style="text-align: center;"><u>6. - TERMINATION OF EMPLOYMENT</u></p> <p>(1) Termination of full-time and part-time employees</p> <p>(a) Employers covered by this Award must comply with the requirements for notice of termination set out in the National Employment Standards of the <i>Fair Work Act 2009</i> (Cth). Refer to sections 117 and 123 and Division 3 of Part 6-3 for further details.</p> <p>Note: Division 3 of Part 6-3 of the <i>Fair Work Act 2009</i> (Cth) requires non-national system employers (including employers in the Western Australian state industrial relations system) to provide notice of termination (or payment in lieu) to employees.</p> <p>Section 117 of the <i>Fair Work Act 2009</i> (Cth) outlines the length of notice (or payment in lieu) an employer must provide to terminate an employee's employment, as well as other conditions regarding the giving of notice.</p> <p>Section 123 of the <i>Fair Work Act 2009</i> (Cth) outlines which employees are excluded from receiving notice.</p> <p>(b) An employee whose employment is terminated by the employer on the business day preceding a holiday or holidays, otherwise than for refusal or neglect to obey reasonable instructions or for misconduct, shall be paid for such holiday or holidays.</p> <p>(c) In the event of Christmas Eve falling on a Saturday or a Sunday, any employee who is terminated by the employer on the preceding</p>

<p>(a) Working on Rostered Day Off</p> <p>An employee shall not be required to work on the employee's rostered day off unless such employee elects to work on such day, and where an employee so elects, all time worked shall be deemed to be overtime and paid for in accordance with the overtime provisions prescribed in Clause 8. - Overtime of this award. Provided that where an employee works on his/her rostered day off the employee shall be paid a minimum of four hours at the appropriate overtime rates.</p> <p>(b) Holiday Falling on Rostered Day Off</p> <p>Where a holiday provided in Clause 9. - Holidays of this Award occurs on a day which for an employee would be that employee's rostered day off Monday to Saturday inclusive then the rostered day off shall be taken on the next following working day for that employee or on another day in the same working week by mutual agreement.</p> <p>(c) Notwithstanding the provision of paragraphs (a) and (b) of this subclause, Rostered Days Off may be accumulated up to a maximum of five in any one year and shall be taken at times mutually convenient to the employer and the employee.</p>	<p>Friday, otherwise than for refusal or neglect to obey reasonable instructions or for misconduct, shall be paid for Christmas Day and Boxing Day.</p> <p>(d) Notice of termination by employee</p> <p>Except in the first 2 months' probationary period, 1 weeks' notice shall be necessary for an employee to terminate their engagement provided that an employee with in excess of five years' service shall be required to provide two weeks' notice to terminate their engagement.</p> <p>During the two month probationary period, an employee may terminate their employment at any time and no period of notice is required.</p> <p>(e) Unfair Dismissal</p> <p>Termination of employment by an employer shall not be harsh, unjust or unreasonable, whether notice has been given or not.</p> <p>Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, terminations on the grounds of race, , sex, sexual orientation, gender history, gender identity, marital status, family responsibilities, pregnancy, breastfeeding, religion, disability, age, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.</p> <p>(2) Termination of Casual Employment</p> <p>Casual employment may be terminated by either party at any time and no period of notice is required.</p>
	<p>Insert the following as a heading before clause 7 'Hours':</p> <p>PART 3 – HOURS OF WORK</p>

<u>7. - DISPLAY OF ROSTERS</u>	<u>7. - HOURS</u>						
<p>(1) Every employer shall post or cause to be posted and keep posted, in a conspicuous position in each establishment, so as to be easily accessible to, and easily read by, every employee employed therein, a roster written in the English language showing:</p> <p>(a) The name of each employee bound by the award; and</p> <p>(b) The days, during each work cycle, upon which the employee is required to work his/her ordinary hours of work and the start and finish times of each work period.</p> <p>(c) The particulars referred to in paragraph (b) above shall be published two weeks in advance and may be changed in any of the following circumstances:</p> <p>(i) by one week's notice</p> <p>(ii) by mutual agreement between employer and employee,</p> <p>(iii) on account of the sickness or absence of an employee,</p> <p>(iv) by the inclusion of particulars in respect of casual employees.</p> <p>(d) In the extraordinary circumstance of unforeseeable business demands, an employee's rostered day off in any week may be varied by the employer without the requirement to provide one week's notice to the employee.</p> <p>(e) Where changes to rosters are made in accordance with paragraphs (c) or (d) of this subclause, ordinary rates apply.</p> <p>(2) Notwithstanding the provisions of subclause (1) herein, the employer may provide each employee with an individual roster in writing containing the required information.</p>	<p>(1) Ordinary Hours</p> <p>The ordinary hours of work shall be 38 per week or 76 hours every two consecutive weeks, to be worked on the days and during the times specified in the table below, with no more than ten work commencements in each roster period of two weeks.</p> <table data-bbox="1227 512 1747 603"> <tr> <td>Monday to Friday</td> <td>8.00 a.m. to 9.00 p.m.</td> </tr> <tr> <td>Saturday</td> <td>8.00 a.m. to 8.00 p.m.</td> </tr> <tr> <td>Sunday</td> <td>9.00 a.m. to 5.00 p.m.</td> </tr> </table> <p>The ordinary hours of work and any meal interval prescribed by this Award shall be rostered as a continuous period on any day.</p> <p>(2) No employer shall allow any employee to be on the employer's premises more than half an hour before the usual starting time of the employee.</p> <p>(3) No employee shall be rostered to work more than 11 and one half ordinary hours on any day.</p> <p>(4) Holidays Falling on Rostered Hours</p> <p>Where a holiday prescribed in Clause 11. - Public Holidays of this Award falls on any day upon which an employee is required to work ordinary hours, the ordinary hours in that week shall be reduced by the number of hours ordinarily worked by the employee on the day on which the holiday occurs.</p> <p>(5) Rostered Day Off Provisions</p> <p>(a) Working on Rostered Day Off</p> <p>An employee shall not be required to work on the employee's rostered day off unless such employee elects to work on such day, and where an employee so elects, all time worked shall be deemed</p>	Monday to Friday	8.00 a.m. to 9.00 p.m.	Saturday	8.00 a.m. to 8.00 p.m.	Sunday	9.00 a.m. to 5.00 p.m.
Monday to Friday	8.00 a.m. to 9.00 p.m.						
Saturday	8.00 a.m. to 8.00 p.m.						
Sunday	9.00 a.m. to 5.00 p.m.						

<p>(3) The particulars contained in such roster shall be in respect of the full week Monday to Saturday inclusive, during which it is posted.</p>	<p>to be overtime and paid for in accordance with the overtime provisions prescribed in Clause 9. - Overtime of this Award. Provided that where an employee works on their rostered day off the employee shall be paid a minimum of four hours at the appropriate overtime rates.</p> <p>(b) Public Holiday Falling on Rostered Day Off</p> <p>Where a public holiday provided in Clause 11. – Public Holidays of this Award occurs on a day which for an employee would be that employee's rostered day off Monday to Saturday inclusive then the rostered day off shall be taken on the next following working day for that employee or on another day in the same working week by mutual agreement.</p> <p>(c) Notwithstanding the provision of paragraphs (a) and (b) of this subclause, Rostered Days Off may be accumulated up to a maximum of five in any one year and shall be taken at times mutually convenient to the employer and the employee.</p>
<p style="text-align: center;"><u>8. - OVERTIME</u></p> <p>(1) Overtime Entitlement</p> <p>(a) Where more than 38 ordinary hours are worked in any week during a period of two consecutive weeks for the purpose of giving effect to employees being rostered off duty for one day as the case may be, the provisions of this clause shall not apply unless:-</p> <p>(i) More than 76 ordinary hours are worked in that two week period, or</p> <p>(ii) More than 38 ordinary hours are worked in that two week period if one week of a period of annual leave occurs in that two week period.</p> <p>(b) For the purposes of this clause, where a holiday falls on a day during which the employee should normally be rostered on duty the</p>	<p style="text-align: center;"><u>8. - DISPLAY OF ROSTERS</u></p> <p>(1) The employer must ensure that a roster is available to employees, either exhibited on a notice board conveniently located at or near the workplace or through accessible electronic means showing:</p> <p>(a) The name of each employee bound by the award.</p> <p>(b) The days, during each work cycle, upon which the employee is required to work their ordinary hours of work and the start and finish times of each work period.</p> <p>(c) The particulars referred to in paragraph (b) above shall be published two weeks in advance and may be changed in any of the following circumstances:</p> <p>(i) by one week's notice</p>

<p>employee shall be deemed to have worked the hours normally rostered.</p> <p>(2) Overtime Rates</p> <p>(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first two hours and double time thereafter.</p> <p>(b) Work performed on a holiday prescribed in paragraphs (a) and (b) of subclause (1) of Clause 9. - Holidays of this award shall be paid for at the rate of double time and a half.</p> <p>(c) Work performed on Saturdays in establishments which work a five day week (Monday to Friday inclusive) shall be paid for at the rate of time and a half for the first two hours and double time thereafter.</p> <p>(d) Work performed on a rostered day off Monday to Saturday inclusive shall be paid for at the rate of double time.</p> <p>(e) Work performed on Sundays shall be overtime and paid for at the rate of double time with a minimum payment of four hours at that rate.</p> <p>(3) Time Off in Lieu</p> <p>Notwithstanding anything contained in this clause, an employee and an employer may agree that time off shall be allowed in lieu of payment of overtime. Such time off shall be allowed subject to:</p> <p>(a) the time off allowed shall be equivalent to the overtime rate that otherwise would have been paid.</p> <p>(b) The time of taking time off shall be agreed at the time of arranging the overtime or no later than the end of the pay period in which the overtime is worked.</p>	<p>(ii) by mutual agreement between employer and employee,</p> <p>(iii) on account of the sickness or absence of an employee,</p> <p>(iv) by the inclusion of particulars in respect of casual employees.</p> <p>(d) In the extraordinary circumstance of unforeseeable business demands, an employee's rostered day off in any week may be varied by the employer without the requirement to provide one week's notice to the employee.</p> <p>(e) Where changes to rosters are made in accordance with paragraphs (c) or (d) of this subclause, ordinary rates apply.</p> <p>(2) Notwithstanding the provisions of subclause (1) herein, the employer may provide each employee with an individual roster in writing containing the required information.</p> <p>(3) The particulars contained in such roster shall be in respect of the full week Monday to Sunday inclusive, during which it is posted.</p>
<p style="text-align: center;"><u>9. - HOLIDAYS</u></p>	<p style="text-align: center;"><u>9. - OVERTIME</u></p>

<p>(1) Public Holidays</p> <p>(a) The following days or the days observed in lieu shall, subject to Clause 8. - Overtime of this award, and subject as hereinafter provided be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.</p> <p>(b) Substitution of Public Holidays</p> <p>When any of the days mentioned in paragraph (a) of this subclause, falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.</p> <p>(c) Easter Eve</p> <p>All time worked on Saturday, Easter Eve within ordinary time shall be paid for at the rate of time and one half of the rate applicable to that employee for Monday to Friday work.</p> <p>(2) Local Holidays</p> <p>Where -</p> <p>(a) A day is proclaimed as a public holiday or as a public half holiday under Section 7 of the Public and Bank Holidays Act, 1972; and</p> <p>(b) That proclamation does not apply throughout the State or to the Metropolitan area of the State, that day shall be a whole holiday or, as the case may be, a half holiday for the purpose of this award within the district or locality specified in the proclamation.</p> <p>(3) Absence Without Leave</p>	<p>(1) Overtime Entitlement</p> <p>(a) Where more than 38 ordinary hours are worked in any week during a period of two consecutive weeks for the purpose of giving effect to employees being rostered off duty for one day as the case may be, the provisions of this clause shall not apply unless:-</p> <p>(i) More than 76 ordinary hours are worked in that two week period, or</p> <p>(ii) More than 38 ordinary hours are worked in that two week period if one week of a period of annual leave occurs in that two week period.</p> <p>(b) For the purposes of this clause, where a holiday falls on a day during which the employee should normally be rostered on duty the employee shall be deemed to have worked the hours normally rostered.</p> <p>(2) Overtime Rates</p> <p>(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first two hours and double time thereafter.</p> <p>(b) Work performed on a public holiday prescribed in paragraphs (a) and (b) of subclause (1) of Clause 11. - Public Holidays of this Award shall be paid for at the rate of double time and a half.</p> <p>(c) Work performed on Saturdays shall be paid for at the rate of time and a half for the first two hours and double time thereafter.</p> <p>(d) Work performed on a rostered day off Monday to Saturday inclusive shall be paid for at the rate of double time.</p> <p>(e) Work performed on Sundays shall be paid for at the rate of double time with a minimum payment of four hours at that rate.</p> <p>(3) Time Off in Lieu</p>
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<p>An employee absent without leave on the day before or the day after any of the holidays referred to in subclause (1) of this clause shall be liable to forfeit wages for the holiday as well as for the day of absence except where an employer is satisfied that the employee's absence was caused through illness in which case wages shall not be forfeited for the holiday.</p> <p>Provided that an employee absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.</p>	<p>Notwithstanding anything contained in this clause, an employee and an employer may agree that time off shall be allowed in lieu of payment of overtime. Such time off shall be allowed subject to:</p> <ul style="list-style-type: none"> (a) the time off allowed shall be equivalent to the overtime rate that otherwise would have been paid. (b) the time of taking time off shall be agreed at the time of arranging the overtime or no later than the end of the pay period in which the overtime is worked.
<p style="text-align: center;"><u>10. – ANNUAL LEAVE</u></p> <ul style="list-style-type: none"> (4) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with such employer. (2) (a) During a period of annual leave an employee shall be paid a loading of 17½% calculated on his ordinary wage as prescribed. (4) The loading prescribed by this subclause shall not apply to proportionate leave on termination. (4) In the event of arrangements being made pursuant to subclause (7) of this clause which result in the employee taking annual leave prior to the anniversary date of the employee's employment, the 17½% leave loading prescribed by this subclause shall not be payable to the employee with respect to such leave until the anniversary date of the employee's employment and shall be paid at that time. (3) If any prescribed holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid. (4) (a) If after one month's continuous service in any qualifying 12 monthly period an employee leaves his/her employment or his/her 	<p style="text-align: center;"><u>10. - MEAL TIMES AND BREAK PERIODS</u></p> <ul style="list-style-type: none"> (1) Meal Breaks shall be of a duration of not more than one hour and not less than half an hour and shall be granted and taken in one continuous period. (2) A meal break shall be taken after not less than two and a half hours nor more than five hours work have been performed on any day and, except as provided by subclause (3) hereof employees shall not be required to work for more than five hours without a break for a meal. (3) Where an employee is required to work for more than five hours without a break for a meal as a consequence of the operation of subclause (8) hereof, such employee shall be allowed a paid tea break of fifteen minutes duration in lieu of the requirement to take an additional meal break. The fifteen minute tea break referred to herein shall be taken in that part of the day which forms the substantial part of the employee's work and shall be in lieu of one of the breaks allowed by subclause (6) hereof. (4) From Monday to Saturday inclusive the lunch period may be taken between the hours of 11.00 a.m. and 3.00 p.m. (5) An employee who is required to work ordinary hours on the night of late trading shall be entitled to an evening meal break to be taken between the hours of 4.30 p.m. and 7.00 p.m. (6) An employee working more than eight ordinary hours in any day shall be entitled to two paid tea breaks of ten minutes to be taken in the morning and

<p>employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours pay at his ordinary rate of pay in respect of each completed week of continuous service.</p> <p>(b) In addition to any payment to which he/she may be entitled under paragraph (a) of this subclause, an employee whose employment terminates after he/she has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment as prescribed in subclauses (1) and (2)(a) of this subclause in lieu of that leave or, in a case to which subclauses (7) or (11) of this clause applies, in lieu of so much of that leave as has not been allowed unless -</p> <p>(i) he/she has been justifiably dismissed for misconduct; and</p> <p>(ii) the misconduct for which he/she has been dismissed occurred prior to the completion of that qualifying period.</p> <p>(5) Any time in respect of which an employee is absent from work except time for which he/she is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his/her right to annual leave.</p> <p>(6) In the event of an employee being employed by an employer for portion only of a year, he/she shall only be entitled, subject to subclause (4) of this clause to such leave on full pay as is proportionate to his/her length of service during that period which such employer, and if such leave is not equal to the leave given to the other employees he/she shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.</p> <p>(7) In special circumstances and by mutual consent of the employer and the employee, annual leave may be taken in periods of not less than one working week.</p> <p>(8) When an employee is entitled to annual leave under this clause, he/she shall receive at least 'two weeks' notice from this employer of the date when it</p>	<p>afternoon. Otherwise an employee shall be allowed a ten minute break each day either in the first or second half of the work period Monday to Saturday inclusive. Such breaks shall be taken to suit the employer's business provided that no employee shall be required to work for more than four and a half hours without having had such a break and provided further that such a break shall not take place within a period of one hour of commencing or finishing work, or within a period of one hour of the employee's lunch period or during the time of late night trading.</p> <p>(7) (a) Where an employee is required to continue working beyond their normal finishing time for more than two hours they shall be allowed a break for a meal of not less than thirty minutes. Such break shall be allowed to the employee before the expiration of the period of work beyond their normal finishing time referred to herein and not earlier than 5.00 p.m.</p> <p>(b) If the overtime to be worked continues beyond the meal break, an additional half hour meal break shall be allowed after each period of overtime not exceeding five hours.</p> <p>(8) Where it is not possible for the employer to grant a meal break on any day, the said meal break shall either be treated as time worked and the employee shall be paid at the rate applicable to the employee at the time such meal break is due plus fifty per cent of the prescribed ordinary hourly rate applying to such employee until such time as the employee is released for a meal or be allowed time off with pay within the roster period equivalent to fifty per cent of the time elapsed between when the said meal break became due and when the employee is released for a meal.</p> <p>(9) Unless otherwise specified meal breaks shall be unpaid.</p>
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<p>will be convenient to the employer that such employee shall take his/her leave.</p> <p>(9) Except as provided by subclause (10) hereof, every employee shall be given and shall take annual leave within six months after the date the leave falls due.</p> <p>(10) At the written request of the employee and by mutual agreement between the employer and the employee, annual leave may be deferred beyond six months of the time of accrual but in such cases, the rate of pay applicable to such leave shall be the rate applicable at the time of accrual.</p> <p>(11) The provisions of this clause shall not apply to casual employees.</p> <p>(12) Where a business has been sold from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 69 of the West Australian Industrial Gazette at page 1 the 17½% leave loading shall be paid to the employee pro-rata to the date of termination with the former employer.</p>																
<p style="text-align: center;"><u>11. - WAGES</u></p> <p>(1) (a) The rate of wage set out in paragraph (b) of this subclause reflects a total rate for ordinary hours of work Monday to Saturday inclusive. This total rate is comprised of a notional base rate plus a 10% all purpose loading in lieu of the penalties which applied prior to the first pay period on or after 1 March, 1993 for work performed in ordinary hours on the one night of late trading and on Saturday.</p> <p>(b) The minimum wage payable for ordinary hours to employees bound by this Award from the beginning of the first pay period commencing on or after 1 July 2023 shall be as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Award Rate</td> <td style="text-align: center;">Arbitrated</td> <td></td> </tr> <tr> <td style="text-align: center;">per week</td> <td style="text-align: center;">Safety net</td> <td style="text-align: center;">Total</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">Adjustment</td> <td style="text-align: center;">\$</td> </tr> <tr> <td></td> <td style="text-align: center;">Plus 10%</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">\$</td> <td></td> </tr> </table>	Award Rate	Arbitrated		per week	Safety net	Total	\$	Adjustment	\$		Plus 10%			\$		<p>Insert the following as a heading before clause 11 'Public Holidays':</p> <p>PART 4 – LEAVE AND PUBLIC HOLIDAYS</p>
Award Rate	Arbitrated															
per week	Safety net	Total														
\$	Adjustment	\$														
	Plus 10%															
	\$															

(i)	Full time			
	Principal	537.80	574.00	1111.80
	Senior	509.50	566.10	1075.60

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

The Arbitrated Safety Net Adjustments are increased by the 10% all purpose loading in lieu of penalties as specified in paragraph (a) above.

(ii)	Part time	
	\$	
	Principal	29.26
	Senior	28.31

(iii)	Casual	
	\$	
	Principal	35.11
	Senior	33.97

(2) Apprentices: (Percentage of the appropriate Senior rate of wage per week)

(a)		%
	FOUR YEAR TERM	
	First Six Months	35
	Second Six Months	40
	Second Year	50
	Third Year	70

(b) Fourth Year 85
THREE YEAR TERM %

First Year 50
Second Year 70
Third Year 85

(c) APPRENTICE (OFF THE JOB GRADUATE)

An Apprentice (Off the Job Graduate) is an Apprentice, as defined in subclause (2) of Clause 5. - Definitions of this Award, who has successfully completed a training program, which has been accredited by the Training Accreditation Council and which meets all the off-the-job training requirements of an apprenticeship, at a registered training provider, prior to being indentured as an apprentice

First Year 50
Second Year 70
Third Year 85

(d) Adult Apprentices

In the case of an apprentice aged twenty-one years or over, where the rate of wage determined by the application of paragraphs (a) or (b) of this subclause is less than the minimum wage for adults as prescribed by the Commission from time to time in General Orders, that minimum wage shall apply in lieu of the rates otherwise applicable by the application of this subclause.

(3) Where a permanent employee is advised that he/she will be required to work until specified time, such employee shall be entitled to be paid until such specified time, notwithstanding that the employer may allow the employee to leave early.

(4) Apprentice Assessment

Notwithstanding that the term of the apprenticeship shall have expired, an employee shall continue to receive the wage payable in the last year of

<p>apprenticeship until the employee has been assessed as achieving the necessary trade skills outlined in the Trade Training Schedule and a final Trade Certificate has been issued.</p> <p>(5) Ban on Sub-Contracting</p> <p>No employer shall rent any portion of the salon to an employee or employ any employee in the hairdressing trade on a commission only basis, or in any manner other than prescribed in this award.</p> <p>(6) An employer may direct an employee to carry out such duties as are within the limits of the employees' skill, competence and training.</p>	
<p style="text-align: center;"><u>12. - CONTRACT OF EMPLOYMENT AND TERMINATION</u></p> <p>(1) Employment Conditions</p> <p>An employer may engage an employee on either a full time, part time or casual basis subject to the terms of this Award.</p> <p>(2) Permanent Employment - Full Time</p> <p>(a) "Permanent employment" shall mean an employee engaged on a weekly basis who may be dismissed or leave the employer's service only as provided by subclause (5) below, and subject to subclause (4) of this clause, whose ordinary hours of work shall be 38 per week or 76 per two consecutive weeks.</p> <p>(b) A permanent employee shall be engaged subject to a probationary period of two months. Where the employee is advised by the employer of the probationary period and its duration prior to engagement the notice pursuant to subclause (5) shall not apply.</p> <p>(c) (i) An employee whose employment is terminated by the employer on the business day preceding a holiday or holidays, otherwise than for refusal or neglect to obey reasonable instructions or for misconduct, shall be paid for such holiday or holidays.</p>	<p style="text-align: center;"><u>11. - PUBLIC HOLIDAYS</u></p> <p>(1)</p> <p>(a) The following days or the days observed in lieu shall, subject to Clause 9. - Overtime of this Award, and subject as hereinafter provided be allowed as public holidays without deduction of pay, namely:</p> <p>New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day.</p> <p>(b) Substitution of Public Holidays</p> <p>When any of the days mentioned in paragraph (a) of this subclause, other than Easter Sunday, falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.</p> <p>(c) Easter Eve</p> <p>All time worked on Saturday, Easter Eve within ordinary time shall</p>

<p>(ii) In the event of Christmas Eve falling on a Saturday or a Sunday, any employee who is terminated by the employer on the preceding Friday, otherwise than for refusal or neglect to obey reasonable instructions or for misconduct, shall be paid for Christmas Day and Boxing Day.</p>	<p>be paid for at the rate of time and one half of the rate applicable to that employee for Monday to Friday work.</p>
<p>(3) Casual Employment</p> <p>(a) "Casual employee" shall mean an employee engaged by the hour and who may be dismissed or leave the employer's service as provided by subclause (6) below and except as hereinafter provided shall not be engaged for more than 32 hours per week in ordinary hours with not more than ten work commencements in each roster period of two weeks.</p> <p>Notwithstanding the aforementioned, a casual employee may be engaged in ordinary hours for 38 hours per week for periods of up to four consecutive weeks at the casual rate during peak trading periods or to relieve employees absent on leave.</p> <p>Work performed by casual employees in excess of the maximum weekly ordinary hours prescribed in this clause shall be paid for at overtime rates of pay at the casual rate.</p> <p>(b) The minimum period of engagement for a casual employee shall be three consecutive hours on any day.</p> <p>(c) Any casual employee engaged but not permitted to commence work shall receive two hours' pay at the casual rate as prescribed in this award.</p>	<p>(2) Local Holidays</p> <p>Where a day is proclaimed as a public holiday or as a public half holiday under Section 7 of the <i>Public and Bank Holidays Act 1972</i> (WA) that day shall be a whole holiday or, as the case may be, a half holiday for the purpose of this Award within the district or locality specified in the proclamation.</p>
<p>(4) Permanent Employment - Part Time</p> <p>(a) "Part Time Employee" shall mean a permanent employee who may be engaged on any day, Monday to Saturday inclusive for a minimum of twelve hours per fortnight and a maximum of sixty four hours per fortnight with not more than ten daily work commencements in any fortnightly period. Provided that a part time employee shall not be engaged for less than three consecutive</p>	

hours nor more than nine and a half consecutive hours exclusive of meal times on any one day except on the day of late night trading when the maximum daily ordinary hours shall be eleven and a half.

- (b) A part time employee shall be engaged subject to a probationary period of two months. Where the employee is advised by the employer of the probationary period and its duration prior to engagement the notice periods pursuant to subclause (5) shall not apply.
- (c) A part time employee shall receive payment for wages, annual leave, sick leave and long service leave on a pro-rata basis in the same proportion as the number of hours regularly worked each week bears to 38 hours.
- (d) When a day, being a day when a part time employee would have been rostered to work is a holiday under the provisions of Clause 9. - Holidays of this award, then that day shall be a holiday without deduction of pay to such employee.

(5) Termination of full time and part time employees

- (a) Where an employer terminates the employment of a full time or part time employee, the following period of notice shall be provided:

Period of Continuous Service	Period of Notice
Less than 2 months during probationary period	No notice required
2 months or more but less than 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks

<p>5 years or more</p> <p>(b) Employees over 45 years of age with 2 or more years continuous service at the time of termination, shall receive an additional week's notice.</p> <p>(c) Where the relevant notice is not provided, the employee shall be entitled to payment in lieu. Provided that employment may be terminated by part of the period of notice and part payment in lieu.</p> <p>(d) Payment in lieu of notice shall be calculated using the employees weekly ordinary time earnings.</p> <p>(e) The period of notice specified in this clause shall not apply in the case of dismissal for misconduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty.</p> <p>(f) Notice of termination by employee</p> <p>Except in the first 2 months' probationary period, 1 week's notice shall be necessary for an employee to terminate his or her engagement or the forfeiture of 1 week's pay by the employee to his or her employer in lieu of notice provided that an employee with in excess of five years' service shall be required to provide two weeks' notice to terminate his or her engagement or forfeit two weeks' pay in lieu of notice.</p> <p>During the two month probationary period, an employee may terminate his or her employment at any time and no period of notice is required.</p> <p>(g) Unfair Dismissals</p> <p>Termination of employment by an employer shall not be harsh, unjust or unreasonable, whether notice has been given or not.</p> <p>Without limiting the above, except where a distinction, exclusion or</p>	<p>4 weeks</p>
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<p>preference is based on the inherent requirements of a particular position, terminations on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.</p> <p>(6) Termination of Casual Employment</p> <p>Casual employment may be terminated by either party at any time and no period of notice is required.</p> <p>(7) In all cases, employers bound by this Award are also bound by the provisions of Division 3 of Part VIA of the Industrial Relations Act 1988.</p>	
	<p style="text-align: center;"><u>12. - ANNUAL LEAVE</u></p> <p>(1) Annual leave is provided for in the <i>Minimum Conditions of Employment Act 1993</i> (WA).</p> <p>(2) (a) During a period of annual leave an employee shall be paid a loading of 17½% calculated on the employee's ordinary wage as prescribed.</p> <p>(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.</p> <p>(c) In the event of arrangements being made pursuant to subclause (7) of this clause which result in the employee taking annual leave prior to the anniversary date of the employee's employment, the 17½ per cent leave loading prescribed by this subclause shall not be payable to the employee with respect to such leave until the anniversary date of the employee's employment and shall be paid at that time.</p> <p>(3) If any prescribed public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such public holiday observed as aforesaid.</p>

	<p>(4) The provisions of this clause shall not apply to casual employees.</p> <p>(5) Where a business has been sold from one employer to another and the employee's service has been deemed continuous in accordance with section 7H of the <i>Long Service Leave Act 1958</i> (WA), the 17½ per cent leave loading shall be paid to the employee pro-rata to the date of termination with the former employer.</p>
<p style="text-align: center;"><u>13. - REGISTRATION</u></p> <p>No employee shall be employed in the industry as a hairdresser, in any part of the State where the Hairdressers Registration Act is currently applicable, other than employees registered by the Hairdressers Registration Board of Western Australia for the particular class of hairdressing being done. This clause shall not apply to apprentices.</p>	<p style="text-align: center;"><u>CLAUSE DELETED</u></p>
	<p style="text-align: center;"><u>13. - PERSONAL LEAVE</u></p> <p>(1) Paid and unpaid personal leave is provided for in the <i>Minimum Conditions of Employment Act 1993</i> (WA).</p> <p>(2) Adjustment of Personal Leave</p> <p>If in the first or successive years of service with the employer an employee is absent on personal leave for a period longer than the employee's entitlement to paid personal leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid personal leave during that year of service.</p> <p>(3) Medical Certificate Requirements</p> <p>For absences due to personal illness or injury, an employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less, unless after two such absences in any year of service, the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by evidence complying with the requirements of the <i>Minimum Conditions of Employment Act 1993</i> (WA).</p>

(4) Special Provisions regarding Annual Leave

- (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid personal leave in place of paid annual leave.
- (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to the employee's place of residence or a hospital as a result of personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer if the employee is unable to attend for work on the working day next following the employee's annual leave.
- (c) Replacement of paid annual leave by paid personal leave shall not exceed the period of personal leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
- (d) Where paid personal leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid personal leave is hereby replaced by the paid personal leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 12. - Annual Leave of this Award.
- (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 12. - Annual Leave of this Award shall be deemed to have been paid with respect to the

	<p>replaced annual leave.</p> <p>(5) Transfer on Sale of Business</p> <p>Where a business has been transferred from one employer to another and the employee's service has been deemed continuous in accordance with section 7H of the Long Service Leave Act 1958 (WA) the paid personal leave standing to the credit at the dates of transfer from service with the transferor shall stand to the credit of the employee at the commencement of service with the transferee and may be claimed in accordance with the provisions of this clause.</p> <p>(6) Barriers to Grant of Personal Pay</p> <p>The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the <i>Workers' Compensation and Injury Management Act 1981</i> (WA).</p> <p>(7) Casual Employees</p> <p>The provisions of this clause do not apply to casual employees.</p>
<p style="text-align: center;"><u>14. - SICK PAY</u></p> <p>(1) Entitlement to Sick Pay</p> <p>An employee who is unable to attend or remain at their place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.</p> <p>(2) Accrual of Entitlement</p> <p>Employees entitlement to payment shall accrue at the rate of 1/6th of 38 hours for each completed month of service with the employer.</p> <p>(3) Adjustment of Sick Pay</p> <p>If in the first or successive years of service with the employer an employee</p>	<p style="text-align: center;"><u>14. - LONG SERVICE LEAVE</u></p> <p>The provisions of the <i>Long Service Leave Act 1958</i> (WA) are hereby incorporated in and shall be deemed to be part of this Award.</p>

is absent on the ground of personal ill health or injury for a period longer than the employee's entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

(4) Sick Pay Cumulative

The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.

(5) Notice to be Given to Employer

In the event of an employee's absence from work for reasons of personal ill health or injury, the employee shall, to be entitled to payment, notify the employer prior to the commencement of the work period for which the employee is unable to attend of:

- (a) the employee's inability to attend for work,
- (b) the nature of the employee's illness or injury,
- (c) the estimated duration of absence,

unless prevented from doing so by circumstances beyond the control of the employee. The employee shall also advise the employer as soon as reasonably practicable of any variation to the estimated duration of absence.

(6) Medical Certificates Requirements

The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the

employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less, unless after two such absences in any year of service, the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by a certificate.

(7) Special Provisions re Annual Leave

- (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
- (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to the employee's place of residence or a hospital as a result of personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (5) of this clause if the employee is unable to attend for work on the working day next following the employee's annual leave.
- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of sick leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
- (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 10. - Annual Leave of this award.

<p>(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 10. - Annual Leave of this award shall be deemed to have been paid with respect to the replaced annual leave.</p> <p>(8) Transmission on Sale of Business</p> <p>Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in the Western Australian Industrial Gazette Volume 69 part 1, subpart 1, page 1, the paid sick leave standing to the credit at the dates of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.</p> <p>(9) Barriers to Grant of Sick Pay</p> <p>The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.</p> <p>(10) Casual Employees</p> <p>The provisions of this clause do not apply to casual employees.</p>	
<p style="text-align: center;"><u>15. - MEAL TIMES AND BREAK PERIODS</u></p> <p>(1) Meal Breaks shall be of a duration of not more than one hour and not less than half an hour and shall be granted and taken in one continuous period.</p> <p>(2) A meal break shall be taken after not less than two and a half hours nor more than five hours work have been performed on any day and, except as provided by subclause (3) hereof employees shall not be required to work for more than five hours without a break for a meal.</p>	<p style="text-align: center;"><u>15. - PARENTAL LEAVE</u></p> <p>(1) Parental leave is provided for in accordance with Division 5 of Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) and the <i>Minimum Conditions of Employment Act 1993</i> (WA).</p>

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| <p>(3) Where an employee is required to work for more than five hours without a break for a meal as a consequence of the operation of subclause (4) hereof, such employee shall be allowed a paid tea break of fifteen minutes duration in lieu of the requirement to take an additional meal break. The fifteen minute tea break referred to herein shall be taken in that part of the day which forms the substantial part of the employee's work and shall be in lieu of one of the breaks allowed by subclause (6) hereof.</p> <p>(4) From Monday to Saturday inclusive the lunch period may be taken between the hours of 11.00am and 3.00pm.</p> <p>(5) An employee who is required to work ordinary hours on the night of late trading shall be entitled to an evening meal break to be taken between the hours of 4.30pm and 7.00pm.</p> <p>(6) An employee working more than eight ordinary hours in any day shall be entitled to two paid tea breaks of ten minutes to be taken in the morning and afternoon. Otherwise an employee shall be allowed a ten minute break each day either in the first or second half of the work period Monday to Saturday inclusive. Such breaks shall be taken to suit the employer's business provided that no employee shall be required to work for more than four and a half hours without having had such a break and provided further that such a break shall not take place within a period of one hour of commencing or finishing work, or within a period of one hour of the employee's lunch period or during the time of late night trading.</p> <p>(7) (a) Where an employee is required to continue working beyond his/her normal finishing time for more than two hours he/she shall be allowed a break for a meal of not less than thirty minutes. Such break shall be allowed to the employee before the expiration of the period of work beyond his/her normal finishing time referred to herein and not earlier than 5.00pm.</p> <p>(b) If the overtime to be worked continues beyond the meal break, an additional half hour meal break shall be allowed after each period of overtime not exceeding five hours.</p> <p>(8) Where it is not possible for the employer to grant a meal break on any day,</p> | |
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<p>the said meal break shall either be treated as time worked and the employee shall be paid at the rate applicable to the employee at the time such meal break is due plus fifty per cent of the prescribed ordinary hourly rate applying to such employee until such time as the employee is released for a meal or be allowed time off with pay within the roster period equivalent to fifty per cent of the time elapsed between when the said meal break became due and when the employee is released for a meal.</p> <p>(9) Unless otherwise specified meal breaks shall be unpaid.</p>	
<p style="text-align: center;"><u>16. - MEAL MONEY</u></p> <p>(1) The meal money required to be paid to all employees pursuant to this clause shall be \$12.55.</p> <p>(2) When an employee is required to continue working after the usual finishing time for more than one hour he/she shall be paid the meal money prescribed in subclause (1) of this clause for the purchase of any meal required.</p> <p>(3) Late Night Trading Meal Allowance -</p> <p>An employee who commences work prior to 12.30pm on the day of late night trading and is required to work beyond 7.00pm on that day shall be paid a meal allowance as prescribed by subclause (1) of this clause.</p> <p>(4) Meal Money may be paid prior to the meal period on the day upon which the overtime is to be worked or as part of the normal weekly or fortnightly wage as appropriate.</p>	<p style="text-align: center;"><u>16. - BEREAVEMENT LEAVE</u></p> <p>Bereavement leave is provided for in the <i>Minimum Conditions of Employment Act 1993</i> (WA).</p>
<p style="text-align: center;"><u>17. - TIME AND WAGES RECORD</u></p> <p>(1) Each employer bound by this award shall maintain a record containing the following information relating to each employee.</p> <p>(a) the name and address given by the employee,</p> <p>(b) the age of apprentices,</p> <p>(c) the classification of the employee and whether the employee is full-</p>	<p style="text-align: center;"><u>17. - FAMILY AND DOMESTIC VIOLENCE LEAVE</u></p> <p>Family and domestic violence leave is provided for in Division 7 of Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) and the <i>Minimum Conditions of Employment Act 1993</i> (WA).</p>

<p>time, part-time or casual,</p> <p>(d) the commencing and finishing times of each period of work each day,</p> <p>(e) the number of ordinary hours and the number of overtime hours worked each day and the totals for each pay period,</p> <p>(f) the wages and any allowances paid to the employee each pay period and any deductions made therefrom.</p> <p>(2) (a) At the time of payment of wages the employee may be given a pay slip showing that part of the record specified in paragraphs (e) and (f) of subclause (1) with respect to the pay period for which payment is being made.</p> <p>(b) If a pay slip is not given to the employee as prescribed in paragraph (a) hereof the employer shall permit the employee to inspect the record either at the time of payment or at such other time as may be convenient to the employer. The employer shall not unreasonably withhold the record from inspection by the employee.</p> <p>(3) (a) The record may be maintained in one or more parts depending on the system of recording used by the employer whether manual or mechanical provided that if the record is maintained in more than one part, those parts shall be kept in such a manner as will enable the inspection referred to in subclauses (2) and (4) to be conducted at the one establishment.</p> <p>(b) The record shall be kept in date order so that the inspections referred to in subclauses (2) and (4) of this clause may be made with respect to any period in the six years from 1st March 1986.</p> <p>(c) The employer may, if it is part of normal business practice, periodically send the record or any part of the record to another person, provided that the provision of this paragraph shall not relieve the employer of the obligations with respect to provisions contained elsewhere in this clause with the exception of those contained in paragraph (b) of this subclause.</p>	
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<p>(d) Subject to this clause the record shall be available for inspection by a duly authorised official of the union during the normal hours of business of the employer, but excepting any time when the employer or his/her employees who are required to maintain the record may be absent. Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.</p> <p>(e) The union official shall be permitted reasonable time to inspect the record and, if he/she requires, take an extract or copy of any of the information contained therein.</p> <p>(4) (a) If, for any reason, the record is not available for inspection by the union official when the request is made, the union official and the employer or his/her agent may fix a mutually convenient time for the inspection to take place.</p> <p>(b) If a mutually convenient time cannot be fixed, the union official may advise the employer in writing that he/she requires to inspect the record in accordance with the provisions of this award and shall specify the period contained in the record which he/she requires to inspect.</p> <p>(c) Within 10 days of the receipt of such advice:</p> <p>(i) Employers who normally keep the record at a place more than 35 kilometres from the G.P.O. Perth shall send a copy of that part of the record specified to the office of the union; and</p> <p>(ii) Employers who normally keep the record at a place less than 35 kilometres from the G.P.O. Perth shall make the record available to the union official at the time specified by the union official. If the record is not then made available to the union official the employer shall within three days send a copy of that part of the record specified to the office of the union.</p>	
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<p>(d) In the event of a demand made by the union which the employer considers unreasonable the employer may apply to the Western Australian Industrial Relations Commission for direction. An application to the Western Australian Industrial Relations Commission made by an employer for direction will, subject to that direction, stay the requirements contained elsewhere in this subclause.</p> <p>(e) The Roster referred to in Clause 7. - Display of Rosters shall be available for inspection by a duly authorised representative of the union during normal trading hours on Monday, Tuesday or Wednesday of any week provided that the right of inspection provided by this paragraph shall not be exercised on more than one occasion in any week.</p>				
	<p>Insert the following as a heading before clause 18 'Wages':</p> <p>PART 5 – RATES OF PAY AND ALLOWANCES</p>			
<p style="text-align: center;"><u>18. - BREAKDOWNS</u></p> <p>The employer shall be entitled to deduct payment for any day or portion of a day upon which the employee cannot be usefully employed because of any strike by the Union or Unions affiliated with it, or by any other Association or Union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.</p>	<p style="text-align: center;"><u>18. - WAGES</u></p> <p>(1) (a) The rate of wage set out in paragraph (b) hairdressing of this subclause reflects a total rate for ordinary hours of work Monday to Saturday inclusive. This total rate is comprised of a notional base rate plus a 10 per cent all purpose loading in lieu of the penalties which applied prior to the first pay period on or after 1 March 1993 for work performed in ordinary hours on the one night of late trading and on Saturday.</p> <p>(b) The minimum wage payable for ordinary hours to employees bound by this Award from the beginning of the first pay period commencing on or after 1 July 2023 shall be as follows:</p> <p>In hairdressing:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Classification</th> <th style="text-align: right;">Award Rate per week \$</th> <th style="text-align: right;">Hourly Rate \$</th> </tr> </thead> </table>	Classification	Award Rate per week \$	Hourly Rate \$
Classification	Award Rate per week \$	Hourly Rate \$		

Hair and beauty employee Level 1	933.40	24.65
Hair and beauty employee Level 2	961.10	25.29
Hair and beauty employee Level 3	1075.60	28.31
Hair and beauty employee Level 5	1093.70	28.78
Hair and beauty employee Level 6	1111.80	29.26

In beauty:

Classification	Award Rate per week \$	Hourly Rate \$
Hair and beauty employee Level 1	939.60	24.73
Hair and beauty employee Level 2	961.10	25.29
Hair and beauty employee Level 3	995.00	26.18
Hair and beauty employee Level 4	1013.40	26.67
Hair and beauty employee Level 5	1043.80	27.47
Hair and beauty employee Level 6	1081.00	28.45

(c) A casual employee is entitled to be paid a 20 per cent loading on the hourly rate for the applicable classification specified in clause 1(b) for all hours worked.

(d) No employee shall be worse off as a result of the inclusion of the hours from 6.00 p.m. to 9.00 p.m. Monday to Friday, and between 9.00 a.m. and 5.00 p.m. as ordinary hours in accordance with Clause 7. - Hours. If an employee is engaged to work on more than one late night between Monday to Friday, their minimum pay shall be the greater of the amount payable pursuant to this clause for ordinary hours, or the amount they would have received for ordinary hours and overtime if those hours had been worked prior to 1 July 2023.

(2) Apprentices: (Percentage of the appropriate Hair and beauty employee Level 3 rate of wage per week).

(a) THREE YEAR TERM

	%
First Year	50
Second Year	70
Third Year	85

(b) APPRENTICE (OFF THE JOB GRADUATE)

An Apprentice (Off the Job Graduate) is an Apprentice, as defined in subclause (2) of Clause 4. - Definitions of this Award, who has successfully completed a training program, which has been accredited by the Training Accreditation Council and which meets all the off-the-job training requirements of an apprenticeship, at a registered training provider.

First Year	50
Second Year	70
Third Year	85

The hourly rates of pay for school-based apprentices and part-time apprentices shall be in accordance with the “General Order to establish Wage Structures for school-based and part-time apprentices”: [2007] WAIRC 00382 (2007) 87 WAIG 735.

(3) Adult Apprentices

In the case of an apprentice aged twenty-one years or over, where the rate of wage determined by the application of paragraphs (a) or (b) of this subclause is less than the minimum wage for adults as prescribed by the Commission from time to time in General Orders, that minimum wage shall apply in lieu of the rates otherwise applicable by the application of this subclause.

(4) Where a permanent employee is advised that they will be required to work until specified time, such employee shall be entitled to be paid until such specified time, notwithstanding that the employer may allow the employee to leave early.

(5) Apprentice Assessment

	<p>Notwithstanding that the term of the apprenticeship shall have expired, an employee shall continue to receive the wage payable in the last year of apprenticeship until the employee has been assessed as achieving the necessary trade skills outlined in the Trade Training Schedule and a final Trade Certificate has been issued.</p> <p>(6) An employer may direct an employee to carry out such duties as are within the limits of the employees' skill, competence and training</p>
<p style="text-align: center;"><u>19. - POSTING OF AWARD</u></p> <p>A copy of this award shall be kept in a conveniently conspicuous place in the staff room of the employer's premises.</p>	<p style="text-align: center;"><u>19. - TRAINEESHIPS</u></p> <p>(1) The minimum rates of pay and conditions of employment applicable to trainees will be those set out in Schedule E - National Training Wage of the <i>Miscellaneous Award 2020</i> as amended from time to time.</p> <p>Note: The <i>Miscellaneous Award 2020</i> is a modern award that applies to employers and employees in the national industrial relations system. The rates of pay for trainees are usually adjusted from 1 July each year.</p>
<p style="text-align: center;"><u>20. - STAFF ROOM</u></p> <p>The employer shall provide a suitable room or accommodation for employees in which to change and keep their clothes while on duty.</p>	<p style="text-align: center;"><u>CLAUSE DELETED</u></p>
	<p style="text-align: center;"><u>20. - SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES</u></p> <p>25.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:</p> <p>(1) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability as documented in "Supported Wages System Handbook". The Handbook is available from the following website: www.jobaccess.gov.au.</p> <p>(2) "Approved Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to</p>

perform assessments of an individual's productive capacity within the Supported Wage System.

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

(4) "Assessment instrument" means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

25.2 Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (The clause does not apply to any existing employee who has a claim against the employer that is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.)

25.3 Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause 25.4)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Award paid on a pro-rata basis.

25.8 Workplace Adjustment

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

25.9 Trial Period

- (1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- (2) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (3) The minimum amount payable to the employee during the trial period shall be no less than that prescribed in Schedule D of the national [Miscellaneous Award 2020](#), as amended from time to time.
- (4) Work trials should include induction or training as appropriate to the job being trialled.
- (5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 25.4.

<p style="text-align: center;"><u>21. - LONG SERVICE LEAVE</u></p> <p>The Long Service Leave provisions set out in the Western Australian Industrial Gazette Volume 69 part 1, subpart 1, page 1, are hereby incorporated in and shall be deemed to be part of this award.</p>	<p style="text-align: center;"><u>21. - SUPERANNUATION</u></p> <p>(1) The <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i>, the <i>Superannuation Guarantee Charge Act 1992 (Cth)</i>, the <i>Superannuation Industry (Supervision) Act 1993 (Cth)</i> and the <i>Superannuation (Resolution of Complaints) Act 1993 (Cth)</i> deals with the superannuation rights and obligations of employers and employees.</p> <p>(2) The employer must make superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.</p> <p>(3) The employer must notify the employee of the entitlement to nominate a complying superannuation fund or scheme to which contributions in respect of the employee may be made.</p> <p>(4) The employer must make contributions to a complying fund or scheme nominated by the employer until the employee nominates such a fund or scheme.</p> <p>(5) The employer and the employee are bound by the employee's nomination unless the employer and employee agree to change the complying superannuation fund or scheme to which contributions are to be made.</p> <p>(6) An employer must not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee.</p>
<p style="text-align: center;"><u>22. - TOOLS OF TRADE</u></p> <p>(1) Employee to Provide Tools of Trade</p> <p>Full-time and Part-time Seniors shall provide their own tools of trade which shall consist of scissors, combs, clippers, handbrushes and haircutting razors and handdryer. These tools shall be kept in a workmanlike condition.</p> <p>(2) Apprentices to Provide Tools of Trade</p> <p>(a) Indentured Apprentices shall provide their own tools for Technical</p>	<p style="text-align: center;"><u>22. - PAYMENT OF WAGES</u></p> <p>(1) (a) The employer may elect to pay employees in cash, by cheque or by means of a credit transfer to a bank, building society or credit union account in the name of the employee. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.</p> <p>(b) Payment shall be made within three trading days from the last day of the pay period and if in cash or by cheque shall be made during the employee's ordinary working hours.</p>

College training purposes. These tools shall be available for salon use.

(b) The tools shall consist of the following:-

- 1 cutting comb
- 1 setting comb
- 1 tail comb
- 1 large comb
- 1 afro comb
- 1 teasing comb
- 1 pair scissors
- 2 salon sized towels
- 2 boxes curl clips
- 5 sectioning clips
- medium and small rollers
- stick pins
- 3 round brushes for blow drying
- 1 brush for finish on setting
- 1 vent brush

(3) Employees Responsible for breakage and Loss of Tools

An employee shall be responsible for all breakages or losses of tools of trade and shall make good all such breakages or losses.

(4) Tool Allowance

In addition to the weekly wage a tool allowance of \$8.30 per week shall be payable to full time Seniors, part time Seniors, indentured apprentices, and probationary apprentices.

(5) Replacement of Tools by Employer

Any replacement tools required to be provided by the employer shall be at the expense of the employee. A weekly amount not exceeding \$10 shall be paid to the employer by the employee for any such replacement until the cost of the replacement has been paid in full.

(c) No employer shall change its method of payment to employees without first giving them at least four weeks' notice of such change.

(d) No employee shall be required to accept a change in the method of payment if such change causes hardship. Any dispute concerning hardship in a particular case shall be referred to a Board of Reference for determination.

(2) (a) The employer may elect to pay employees weekly or fortnightly in accordance with subclause (1) of this clause.

(b) No employer shall change the frequency of payment to employees without first giving them and the union at least four weeks' notice of such change.

(c) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by equal fortnightly deductions made from the next and subsequent pays provided the period for repayment shall not be less than 20 weeks or some other method agreed upon by the union and employer.

(3) For the purpose of effecting the rostering off of employees provided by this Award such wages may be either for the actual hours worked each week; or an amount being the calculated weekly average of the wages accruing over the two weekly period.

<p style="text-align: center;"><u>23. - PREMIUMS</u></p> <p>No person shall directly or indirectly request or permit any other person to pay or give, or shall receive from any person, any premiums, bonuses, consideration or payment for employing or teaching or purporting to employ or teach such person, or any other person, any of the callings to which this award applies.</p>	<p style="text-align: center;"><u>CLAUSE DELETED</u></p>
	<p style="text-align: center;"><u>23. - TIME AND WAGES RECORD</u></p> <p>(1) An employer must keep employment records and provide pay slips in accordance with Part II of Division 2F Keeping of and access to employment records and pay slips of the <i>Industrial Relations Act 1979</i> (WA) and section 26 of the <i>Long Service Leave Act 1958</i> (WA)</p> <p>(2) Conditions regarding right of entry by authorised representation of the union are dealt with in Part II of Division 2G Right of entry and inspection by authorised representatives of the <i>Industrial Relations Act 1979</i> (WA).</p> <p>(3) The Roster referred to in Clause 8. - Display of Rosters shall be available for inspection by a duly authorised representative of the Union during normal trading hours provided that the right of inspection provided by this paragraph shall not be exercised on more than one occasion in any week.</p>
<p style="text-align: center;"><u>24. - PROPORTION</u></p> <p>(1) Apprentices</p> <p>The maximum number of apprentices allowed to any employer in the industry shall be in the proportion of two to every one fully qualified senior hairdresser employed by him or her.</p> <p>(2) Working Proprietors</p> <p>Where the employer or partner, or manager or company director, is a fully qualified hairdresser and regularly works at the trade, such persons shall be counted as senior hairdressers for the purposes of computing the number of apprentices to be allowed.</p>	<p style="text-align: center;"><u>24. - MEAL ALLOWANCE</u></p> <p>(1) In this clause “Standard Meal Allowance” means an allowance that is equal to the amount prescribed or meals under clause 20.5 of the Modern Award.</p> <p>(2) When an employee is required to continue working after the usual finishing time for more than one hour they shall be paid the Standard Meal Allowance.</p> <p>(3) Late Night Trading Meal Allowance -</p> <p>An employee who commences work prior to 12.30 p.m. on the day of late night trading and is required to work beyond 7.00 p.m. on that day shall be paid the Standard Meal Allowance.</p>

<p>(3) Final Year Apprentices Deemed Senior</p> <p>For the purposes of this clause an apprentice in the final year of apprenticeship shall be deemed to be a senior.</p>	<p>(4) Meal allowance may be paid prior to the meal period on the day upon which the overtime is to be worked or as part of the normal weekly or fortnightly wage as appropriate.</p> <p>(5) An employee is only entitled to be paid the meal allowance on 1 occasion in any week.</p>																														
<p style="text-align: center;"><u>25. - SUPPORTED WAGES EMPLOYEES</u></p> <p>(1) The clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause the following definitions will apply:</p> <p>(a) “Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in “[Supported Wage System: Guidelines and Assessment Process]”.</p> <p>(b) “Accredited Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.</p> <p>(c) “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.</p> <p>(d) “Assessment Instrument” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.</p> <p>(2) Eligibility Criteria</p> <p>(a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this</p>	<p style="text-align: center;"><u>25. - LOCATION ALLOWANCE</u></p> <p>(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this Award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>TOWN</u></th> <th style="text-align: center;"><u>PER WEEK</u></th> </tr> </thead> <tbody> <tr><td>Agnew</td><td style="text-align: right;">\$24.70</td></tr> <tr><td>Argyle</td><td style="text-align: right;">\$66.60</td></tr> <tr><td>Balladonia</td><td style="text-align: right;">\$25.80</td></tr> <tr><td>Barrow Island</td><td style="text-align: right;">\$43.40</td></tr> <tr><td>Boulder</td><td style="text-align: right;">\$10.60</td></tr> <tr><td>Broome</td><td style="text-align: right;">\$39.90</td></tr> <tr><td>Bullfinch</td><td style="text-align: right;">\$11.50</td></tr> <tr><td>Carnarvon</td><td style="text-align: right;">\$20.50</td></tr> <tr><td>Cockatoo Island</td><td style="text-align: right;">\$43.70</td></tr> <tr><td>Coolgardie</td><td style="text-align: right;">\$10.60</td></tr> <tr><td>Cue</td><td style="text-align: right;">\$25.50</td></tr> <tr><td>Dampier</td><td style="text-align: right;">\$34.80</td></tr> <tr><td>Denham</td><td style="text-align: right;">\$20.50</td></tr> <tr><td>Derby</td><td style="text-align: right;">\$41.40</td></tr> </tbody> </table>	<u>TOWN</u>	<u>PER WEEK</u>	Agnew	\$24.70	Argyle	\$66.60	Balladonia	\$25.80	Barrow Island	\$43.40	Boulder	\$10.60	Broome	\$39.90	Bullfinch	\$11.50	Carnarvon	\$20.50	Cockatoo Island	\$43.70	Coolgardie	\$10.60	Cue	\$25.50	Dampier	\$34.80	Denham	\$20.50	Derby	\$41.40
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award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

- (b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c) The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or Section 12A of the Act, or if a part only has received recognition, that part.

(3) Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (Sub-clause 4)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall not be less than \$102 per week).

Esperance	\$7.10
Eucla	\$27.80
Exmouth	\$36.60
Fitzroy Crossing	\$50.40
Halls Creek	\$58.40
Kalbarri	\$9.00
Kalgoorlie	\$10.60
Kambalda	\$10.60
Karratha	\$41.90
Koolan Island	\$43.70
Koolyanobbing	\$11.50
Kununurra	\$66.60
Laverton	\$25.40
Learmonth	\$36.60
Leinster	\$24.70
Leonora	\$25.40
Madura	\$26.80
Marble Bar	\$64.80
Meekatharra	\$22.00
Mount Magnet	\$27.60
Mundrabilla	\$27.30
Newman	\$23.80
Norseman	\$22.10
Nullagine	\$64.70
Onslow	\$43.40
Pannawonica	\$32.30

* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the employer and the union, in consultation with the employee or, if desired, by any of these;
- (b) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

(5) Lodgement of Assessment Instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

(6) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(7) Other Terms and Conditions of Employment

Paraburdoo	\$32.20
Port Hedland	\$34.60
Ravensthorpe	\$13.00
Roebourne	\$48.30
Sandstone	\$24.70
Shark Bay	\$20.50
Southern Cross	\$11.50
Telfer	\$59.40
Teutonic Bore	\$24.70
Tom Price	\$32.20
Whim Creek	\$41.50
Wickham	\$40.00
Wiluna	\$25.00
Wyndham	\$62.30

(2) Except as provided in subclause (3) of this clause, an employee who has:

- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
- (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

- (a) is provided with board and lodging by their employer, free of charge; or
- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

<p>Where an assessment has been made the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award paid on a pro-rata basis.</p> <p>(8) Workplace Adjustment</p> <p>An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.</p> <p>(9) Trial Period</p> <p>(a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.</p> <p>(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.</p> <p>(c) The minimum amount payable to the employee during the trial period shall be no less than \$102 per week.</p> <p>(d) Work trials should include induction or training as appropriate to the job being trialed.</p> <p>(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the assessment under subclause (4) of this clause.</p>	<p>such employee shall be paid 66 2/3 per cent of the allowances prescribed in subclause (1) of this clause.</p> <p>(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.</p> <p>(5) Where an employee is on annual leave or receives payment in lieu of annual leave they shall be paid for the period of such leave the location allowance to which they would ordinarily be entitled.</p> <p>(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) they shall only be paid location allowance for the period of such leave they remain in the location in which they are employed.</p> <p>(7) For the purposes of this clause:</p> <p>(a) "Dependant" shall mean -</p> <p>(i) a spouse or defacto partner; or</p> <p>(ii) a child where there is no spouse or defacto partner;</p> <p>who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.</p> <p>(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.</p>
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	<p>(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.</p> <p>(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) for Perth, measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.</p>
<p style="text-align: center;"><u>26. - BOARD OF REFERENCE</u></p> <p>For the purpose of this award, a Board of Reference is hereby appointed which shall be constituted in accordance with section 48 of the Act. The said Board shall have assigned to it in the event of no agreement being arrived at between the parties to the dispute, the functions of:-</p> <p>(1) adjusting any matters of difference which may arise from time to time except such as involve interpretation of the provisions of this award or any of them;</p> <p>(2) dealing with any other matter which the Commission may refer to the Board from time to time.</p> <p>An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Relations Act, 1979.</p>	<p style="text-align: center;"><u>CLAUSE DELETED</u></p>
	<p style="text-align: center;"><u>26. - FIRST AID ALLOWANCE</u></p> <p>An employee holding either a Red Cross or St. John Senior First Aid Certificate of at least 'A' level who is appointed by the employer to perform first aid duties shall be paid an amount per week equal to the First aid allowance provided for in clause 20.3 of the Modern Award in addition to the employee's ordinary rate.</p>

	Insert the following as a heading before clause 27 'Breakdowns': PART 6 – OTHER
<u>27. - UNIFORMS</u>	<u>27. - BREAKDOWNS</u>
In the event of an employee being required to wear a special uniform or costume, such special uniform or costume shall be provided by the employer. Provided that an overall shall not be regarded as a special uniform or costume. Employers shall provide apprentices with overalls, but the laundering of such overalls shall be the responsibility of the employee.	The employer shall be entitled to deduct payment for any day or portion of a day upon which the employee cannot be usefully employed because of any strike by the Union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.
<u>28. - COMPASSIONATE LEAVE</u>	<u>28. - POSTING OF AWARD</u>
An employee shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild and grandparents of the employee, be entitled to leave up to and including the day of the funeral of such relation and such leave for a period not exceeding the number of hours worked by the employee in two ordinary working days shall be without deduction of pay. The right to such leave shall be dependent on compliance with the following conditions: (1) The employee shall give the employer notice of intention to take such leave as soon as reasonably practicable after the death of such relation. (2) The employee shall furnish proof of such death to the satisfaction of the employer. (3) The employee shall not be entitled to leave under this clause during any period in respect of which the employee has been granted any other leave. For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.	A copy of this Award shall be kept in a conveniently conspicuous place in the staff room of the employer's premises or made available to employees by accessible electronic means.
<u>29. - SUPERANNUATION</u>	<u>29. - TOOLS OF TRADE</u>

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

(1) Definitions:

(a) "Employees": In this clause all reference to employees shall mean employees whose employment is regulated by the following award:

Hairdressers Award 1989 No. 32 of 1988

(b) "The Fund": In this clause the fund shall mean:

(i) The National Superannuation Plan (NSP) as may be amended from time to time, and includes any superannuation scheme which is made in succession thereto; or

(ii) The Retail Employees Superannuation Trust (REST); or

(iii) Such other alternative superannuation schemes as mutually agreed between the parties bound by this award; which are capital guaranteed funds and which conform to the Commonwealth Government's operational standards for occupational superannuation; or

(iv) An alternative superannuation scheme conforming to the Commonwealth Government's operational standards for occupational superannuation, in which an employee of a respondent employer was a member on 9th November, 1989; or

(v) An alternative superannuation scheme existing within a company conforming to the Commonwealth Government's operational standards for occupational superannuation and where an exemption has been granted in accordance with subclause (6) of this clause.

(1) Employee to Provide Tools of Trade

Full-time and part-time Hair and Beauty Employees Level 3 and above engaged in hairdressing shall provide their own tools of trade which shall consist of scissors, combs, clippers, hand brushes and haircutting razors and hand dryer. These tools shall be kept in good working order.

(2) Apprentices to Provide Tools of Trade

(a) Indentured Apprentices engaged in a hairdressing apprenticeship shall provide their own tools for training purposes. These tools shall be available for salon use.

(b) The tools shall consist of the following:-

- 1 cutting comb
- 1 setting comb
- 1 tail comb
- 1 large comb
- 1 afro comb
- 1 teasing comb
- 1 pair scissors
- 2 boxes curl clips
- 5 sectioning clips
- medium and small rollers
- stick pins
- 3 round brushes for blow drying
- 1 brush for finish on setting
- 1 vent brush

(3) Employees Responsible for breakage and Loss of Tools

An employee shall be responsible for all breakages or losses of tools of trade and shall make good all such breakages or losses.

(4) Tool Allowance

<p>(c) "Ordinary Time Earnings": In this clause the term "Ordinary Time Earnings" shall mean the base classification rate, including supplementary payments where appropriate and (if any) overaward payments, together with any other all purpose allowance or penalty payment for work in ordinary time and shall include in respect to casual employees the appropriate casual loadings as prescribed by this award, but shall exclude any payment for overtime worked.</p> <p>(d) "Approved Superannuation Fund": In this clause "Approved Superannuation Fund" shall mean a superannuation fund which complies with the Occupational Superannuation Standards Act, 1987.</p> <p>(2) Employer Contributions to Superannuation</p> <p>(a) The employer shall contribute to the fund an amount equal to three per cent of the ordinary time earnings of each employee provided no contribution need be made in any month with respect to part-time or casual employees whose total earnings during that month is less than \$450.00.</p> <p>(b) An employer shall not be required to contribute during any periods of unpaid leave or unauthorised absences of 38 ordinary hours or more. Further an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.</p> <p>(c) Contributions shall be made for each calendar month an employee is a member of the scheme. Contributions shall include periods during which the employee is in receipt of payments under the Workers' Compensation and Assistance Act, and all periods of paid leave under the terms of this award.</p> <p>(3) Employee Contributions</p> <p>Employees who may wish to make contributions to the Fund additional to those being paid by the employer pursuant to this clause, shall be entitled to pursuant to this clause, shall be entitled to authorise the employer to pay into the Fund from the employee's wages amounts specified by the employee</p>	<p>In addition to the weekly wage a tool allowance of equal to the allowance provided for in clause 20.8(a) Tool Allowance of the Modern Award shall be payable to full-time and part-time Hair and Beauty Employees levels 3 and above, indentured hairdressing apprentices, and probationary hairdressing apprentices.</p> <p>(5) Replacement of Tools by Employer</p> <p>Any replacement tools required to be provided by the employer shall be at the expense of the employee. A weekly amount not exceeding \$10 shall be paid to the employer by the employee for any such replacement until the cost of the replacement has been paid in full.</p>
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Employee's contributions to the Fund requested under this subclause shall be made in accordance with the rules of the Fund.

(4) Statement of Contributions

The employer shall provide to each employee a statement setting out the amount of contributions made in accordance with this clause.

(5) Cessation of Contributions

The obligation of the employer to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

(6) Exemptions

(a) Employers of employees who are covered by an approved superannuation award, order or agreement made pursuant to the Industrial Relations Act, 1979 or the Australian Industrial Relations Act 1988 shall be exempted from the provisions of this clause.

(b) An employer may make application to the Western Australian Industrial Relations Commission for exemption from the provisions of this clause and until proceedings before the Western Australian Industrial Relations Commission are finalised the provisions of this clause shall be deemed to have been complied with.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

(a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -

(i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee

(Administration) Act 1992 of the Commonwealth; and

- (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
 - (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
 - (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
 - (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
 - (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
 - (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;
- Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -
- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

<p>(h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.</p>	
<p style="text-align: center;"><u>30. - PAYMENT OF WAGES</u></p> <p>(1) (a) The employer may elect to pay employees in cash, by cheque or by means of a credit transfer to a bank, building society or credit union account in the name of the employee. The day that the credit transfer is credited to the employee's account shall be deemed to be the date of payment.</p> <p>(b) Payment shall be made within three trading days from the last day of the pay period and if in cash or by cheque shall be made during the employee's ordinary working hours.</p> <p>(c) No employer shall change its method of payment to employees without first giving them at least four weeks' notice of such change.</p> <p>(d) No employee shall be required to accept a change in the method of payment if such change causes hardship. Any dispute concerning hardship in a particular case shall be referred to a Board of Reference for determination.</p> <p>(2) (a) The employer may elect to pay employees weekly or fortnightly in accordance with subclause (1) of this clause.</p> <p>(b) No employer shall change the frequency of payment to employees without first giving them and the Union at least four weeks' notice of such change.</p> <p>(c) The method of introducing a fortnightly pay system shall be by the payment of an additional week's wages in the last weekly pay before the change to fortnightly pays to be repaid by equal fortnightly deductions made from the next and subsequent pays provided the period for repayment shall not be less than 20 weeks or some other method agreed upon by the Union and employer.</p>	<p style="text-align: center;"><u>30. - PROPORTION</u></p> <p>(1) Apprentices</p> <p>The maximum number of first year and second year apprentices allowed to any employer in the industry shall be in the proportion of two to every one hair and beauty employee level 3 or above employed by the employer.</p> <p>(2) Working Proprietors</p> <p>Where the employer or a partner, or manager, is a qualified at Certificate III level or above and regularly works at the trade, such persons shall be counted for the purposes of computing the number of apprentices to be allowed.</p> <p>(3) Final Year Apprentices Deemed Level 3</p> <p>For the purposes of this clause an apprentice in the final year of apprenticeship shall be deemed to be a hair and beauty employee level 3.</p>

<p>(3) For the purpose of effecting the rostering off of employees provided by this award such wages may be either for the actual hours worked each week; or an amount being the calculated weekly average of the wages accruing over the two weekly period.</p>																																	
<p style="text-align: center;"><u>31. - LOCATION ALLOWANCE</u></p> <p>(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>TOWN</u></th> <th style="text-align: right;"><u>PER WEEK</u></th> </tr> </thead> <tbody> <tr><td>Agnew</td><td style="text-align: right;">\$24.70</td></tr> <tr><td>Argyle</td><td style="text-align: right;">\$66.60</td></tr> <tr><td>Balladonia</td><td style="text-align: right;">\$25.80</td></tr> <tr><td>Barrow Island</td><td style="text-align: right;">\$43.40</td></tr> <tr><td>Boulder</td><td style="text-align: right;">\$10.60</td></tr> <tr><td>Broome</td><td style="text-align: right;">\$39.90</td></tr> <tr><td>Bullfinch</td><td style="text-align: right;">\$11.50</td></tr> <tr><td>Carnarvon</td><td style="text-align: right;">\$20.50</td></tr> <tr><td>Cockatoo Island</td><td style="text-align: right;">\$43.70</td></tr> <tr><td>Coolgardie</td><td style="text-align: right;">\$10.60</td></tr> <tr><td>Cue</td><td style="text-align: right;">\$25.50</td></tr> <tr><td>Dampier</td><td style="text-align: right;">\$34.80</td></tr> <tr><td>Denham</td><td style="text-align: right;">\$20.50</td></tr> <tr><td>Derby</td><td style="text-align: right;">\$41.40</td></tr> <tr><td>Esperance</td><td style="text-align: right;">\$7.10</td></tr> </tbody> </table>	<u>TOWN</u>	<u>PER WEEK</u>	Agnew	\$24.70	Argyle	\$66.60	Balladonia	\$25.80	Barrow Island	\$43.40	Boulder	\$10.60	Broome	\$39.90	Bullfinch	\$11.50	Carnarvon	\$20.50	Cockatoo Island	\$43.70	Coolgardie	\$10.60	Cue	\$25.50	Dampier	\$34.80	Denham	\$20.50	Derby	\$41.40	Esperance	\$7.10	<p style="text-align: center;"><u>31. - UNIFORMS</u></p> <p>In the event of an employee being required to wear a special uniform or costume, such special uniform or costume shall be provided by the employer. Provided that an overall shall not be regarded as a special uniform or costume. Employers shall provide apprentices with overalls, but the laundering of such overalls shall be the responsibility of the employee.</p>
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Eucla	\$27.80	
Exmouth	\$36.60	
Fitzroy Crossing	\$50.40	
Halls Creek	\$58.40	
Kalbarri	\$9.00	
Kalgoorlie	\$10.60	
Kambalda	\$10.60	
Karratha	\$41.90	
Koolan Island	\$43.70	
Koolyanobbing	\$11.50	
Kununurra	\$66.60	
Laverton	\$25.40	
Learmonth	\$36.60	
Leinster	\$24.70	
Leonora	\$25.40	
Madura	\$26.80	
Marble Bar	\$64.80	
Meekatharra	\$22.00	
Mount Magnet	\$27.60	
Mundrabilla	\$27.30	
Newman	\$23.80	
Norseman	\$22.10	
Nullagine	\$64.70	
Onslow	\$43.40	
Pannawonica	\$32.30	
Paraburdoo	\$32.20	

Port Hedland	\$34.60
Ravensthorpe	\$13.00
Roebourne	\$48.30
Sandstone	\$24.70
Shark Bay	\$20.50
Southern Cross	\$11.50
Telfer	\$59.40
Teutonic Bore	\$24.70
Tom Price	\$32.20
Whim Creek	\$41.50
Wickham	\$40.00
Wiluna	\$25.00
Wyndham	\$62.30

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by their employer, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid 66 2/3 per cent of the allowances prescribed in subclause (1) of this clause.

- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave they shall be paid for the period of such leave the location allowance to which they would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) they shall only be paid location allowance for the period of such leave they remain in the location in which they are employed.
- (7) For the purposes of this clause:
- (a) “Dependant” shall mean -
- (i) a spouse or defacto partner; or
 - (ii) a child where there is no spouse or defacto partner;
- who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (b) “Partial Dependant” shall mean a “dependant” as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

<p>(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and UnionsWA or, failing such agreement, as may be determined by the Commission.</p> <p>(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) for Perth, measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.</p>	
<p style="text-align: center;"><u>32. - FIRST AID ALLOWANCE</u></p> <p>An employee holding either a Red Cross or St. John Senior First Aid Certificate of at least 'A' level who is appointed by the employer to perform first aid duties shall be paid \$10.00 per week in addition to the employee's ordinary rate.</p>	<p style="text-align: center;"><u>32. - INTRODUCTION OF CHANGE</u></p> <p>(1) Employer's Duty to Notify</p> <p>(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their union.</p> <p>(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.</p> <p>(2) Employer's Duty to Discuss Change</p> <p>(a) The employer shall discuss with the employees affected and their union inter alia, the introduction of the changes referred to in</p>

	<p>subclause (1)(a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.</p> <p>(b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1)(a) hereof.</p> <p>(c) For the purposes of such discussions, the employer shall provide to the employees concerned and the union, 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 the employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the Employer's interests.</p>
<p style="text-align: center;"><u>33. – ENTERPRISE BARGAINING</u></p> <p>(1) The Union and the employers to whom this clause applies recognise that because of the variety of employers and types of enterprises covered by this award, circumstances may exist within the industry which are appropriately regulated by single enterprise agreements or by workplace agreements or, where more than one union has coverage of employees within a workplace, a part-workplace agreement binding only on all employees eligible for membership of The Shop, Distributive and Allied Employees' Association of Western Australia.</p> <p>(2) Such single employer agreements, to the extent that they are inconsistent with the provisions of this award, shall prevail over the provisions of this award upon ratification by the Western Australian Industrial Relations Commission.</p> <p>(3) Where either an employer or its employees propose a change in award conditions in relation to an enterprise, those parties shall contact the union for the purpose of negotiating such an agreement. Where the union proposes a change in award conditions in relation to an enterprise, the union shall</p>	<p style="text-align: center;"><u>CLAUSE DELETED</u></p>

contact the employer for the purpose of negotiating such an agreement.

- (4) The employer and the union shall genuinely attempt to negotiate proposals for an agreement.
- (5) It shall be open to the employer and its employees to have had prior informal discussions about the possibility of an agreement of the character contemplated in this clause. However, the final agreement negotiations are to be handled by the union.
- (6) By arrangement between the employer and the union, employees of the enterprise may participate in the negotiation of an agreement and, in any event, there shall be consultation with employees by the union and the employer. The union and the employer shall each have equal time to put alternative proposals to the employees during working hours.
- (7) Following negotiations between the employer and the union but before an agreement can be achieved, a majority of employees shall have agreed to it.
- (8) The union and the employer may agree to adopt appropriate methods of ascertaining the views of the employees affected, such as a secret ballot, to ensure that the agreement is genuine.
- (9) Any agreement must be in writing and it shall specify the employees affected, the name and address of the enterprise affected, the terms of the agreement (including any award provisions from which the said enterprise is exempt) the alternate provisions which are to apply in lieu of such award provisions, the period of operation and the method of termination of the agreement prior to its expiration.
- (10) When an agreement is finalised, the parties to it shall make application to the Western Australian Industrial Relations Commission for its terms to be ratified in the appropriate manner.
- (11) Where the parties are unable to reach agreement, it shall be open for the matter to be referred to the Western Australian Industrial Relations Commission for resolution.
- (12) Nothing in this clause shall prevent an employer or the union from having

<p>any matter arising from this clause referred to the Western Australian Industrial Relations Commission for the purposes of Conciliation and/or arbitration.</p> <p>(13) This clause shall be reviewed by the parties to the award, at a date which is two years after the date on which the Western Australian Industrial Relations Commission approved Application No. 318 of 1992.</p>	
	<p style="text-align: center;"><u>33. - DISPUTES PROCEDURE</u></p> <p>(1) This clause is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (<i>Industrial Relations Legislation Amendment and Repeal Act 1995 (WA)</i>) and further varied by legislation which came into effect on 23 May 1997 (<i>Labour Relations Legislation Amendment Act 1997 (WA)</i>).</p> <p>(2) In the first instance, the matter is to be raised by the employee or employees affected and the immediate supervisor for discussion.</p> <p>The immediate supervisor shall review the matter in the light of the issues raised by the employee or employees. The immediate supervisor shall endeavour to accommodate the position of the employee or employees.</p> <p>The employee or employees may be represented by a shop steward or official of The Shop, Distributive and Allied Employees' Association of Western Australia.</p> <p>(3) If the matter is not resolved through the procedure in subclause (2) above, the immediate supervisor, the employee or employees, or a shop steward or official of The Shop, Distributive and Allied Employees' Association of Western Australia shall refer the matter to senior management for discussion.</p> <p>Senior management shall review the matter in the light of the issues raised by the employee or employees. Senior management shall endeavour to accommodate the position of the employee or employees.</p> <p>(4) Each stage of the procedure shall not take more than 48 hours.</p>

	<p>(5) The employer or The Shop, Distributive and Allied Employees' Association of Western Australia may refer the matter to the Western Australian Industrial Relations Commission at any time provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.</p> <p>(6) Any settlement reached which is contrary to the terms of this Award shall not have effect unless and until that conflict is resolved.</p> <p>(7) Until the matter is finally determined, all work shall continue in accordance with the status quo which existed prior to the question, dispute or difficulty arising. No party shall be prejudiced as to the final settlement by the continuance of the work in accordance with this subclause.</p>
<p style="text-align: center;"><u>34. – CONSULTATIVE PROCEDURES</u></p> <p>The parties to this Award will co-operate in the establishment of Consultative Committees at an enterprise level to consult and negotiate on matters affecting the efficiency and productivity of the enterprise which are not the subject of this Award.</p>	<p style="text-align: center;"><u>CLAUSE DELETED</u></p>
	<p style="text-align: center;"><u>FIRST SCHEDULE - RESPONDENTS</u></p> <p>The Master Hairdressers Industrial Union of Employers of W.A.</p> <p>Armando's Ladies-Gents Hairdressers</p> <p>Regent Enterprises Pty Ltd t/a Sam Rifici Hairdressing Salons</p> <p>Shock Waves Hair Design</p>
<p style="text-align: center;"><u>35. – INTRODUCTION OF CHANGE</u></p> <p>(1) Employer's Duty to Notify</p> <p>(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees,</p>	<p style="text-align: center;"><u>SECOND SCHEDULE - NAMED UNION PARTY</u></p> <p>The named union party to this Award is The Shop, Distributive and Allied Employees' Association of Western Australia.</p>

<p>the employer shall notify the employees who may be affected by the proposed changes and their Union.</p> <p>(b) “Significant effects” include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.</p> <p>(2) Employer’s Duty to Discuss Change</p> <p>(a) The employer shall discuss with the employees affected and their Union inter alia, the introduction of the changes referred to in subclause (1)(a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.</p> <p>(b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1)(a) hereof.</p> <p>(c) For the purposes of such discussions, the employer shall provide to the employees concerned and the Union, 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 the employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the Employer’s interests.</p>	
<p style="text-align: center;"><u>36. – DISPUTES PROCEDURE</u></p> <p>(1) This clause is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations</p>	

Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).

- (2) In the first instance, the matter is to be raised by the employee or employees affected and the immediate supervisor for discussion.

The immediate supervisor shall review the matter in the light of the issues raised by the employee or employees. The immediate supervisor shall endeavour to accommodate the position of the employee or employees.

The employee or employees may be represented by a shop steward or official of The Shop, Distributive and Allied Employees' Association of Western Australia.

- (3) If the matter is not resolved through the procedure in subclause (2) above, the immediate supervisor, the employee or employees, or a shop steward or official of The Shop, Distributive and Allied Employees' Association of Western Australia shall refer the matter to senior management for discussion.

Senior management shall review the matter in the light of the issues raised by the employee or employees. Senior management shall endeavour to accommodate the position of the employee or employees.

- (4) Each stage of the procedure shall not take more than 48 hours.

- (5) The employer or The Shop, Distributive and Allied Employees' Association of Western Australia may refer the matter to the Western Australian Industrial Relations Commission at any time provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

- (6) Any settlement reached which is contrary to the terms of this award shall not have effect unless and until that conflict is resolved.

- (7) Until the matter is finally determined, all work shall continue in accordance

with the status quo which existed prior to the question, dispute or difficulty arising. No party shall be prejudiced as to the final settlement by the continuance of the work in accordance with this subclause.

FIRST SCHEDULE – RESPONDENTS

The Master Ladies’ Hairdressers Industrial Union of Employers of W.A.

Master Gentlemen’s Hairdressers Association of W.A. Union of Employers

Armando’s Ladies-Gents Hairdressers

Bojangles Hair Stylist

Crimpers

Fidshe Hair Design

J.L. Jenkins

J. Kieneker Haircave Centre

Hair Impossible

Mayfair Salon

Monts Hair Salon

Regent Enterprises Pty Ltd t/a Sam Rifici Hairdressing Salons

Shock Waves Hair Design

Undercuts Hair Salon

SECOND SCHEDULE – NAMED UNION PARTY

The named Union party to this Award is The Shop, Distributive and Allied Employees’ Association of Western Australia.

APPENDIX – S.49B – INSPECTION OF RECORDS REQUIREMENTS

APPENDIX DELETED

- (1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:
- (a) The employer may refuse the representative access to the records if: -
 - (i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and
 - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.
 - (b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.
 - (c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.
- (16) Any employer or organisation bound by or party to this award/order/industrial agreement may apply to the Western Australian Industrial Relations Commission at any time in relation to this clause.