

**CURRENT AWARD as at 16 November 2016**

**Mannequins and Models Award 2010**

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**Mannequins and Models Award 2016**

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**Part 1—Application and Operation****1. Title**

This award is the *Mannequins and Models Award 2010*.

**2. Commencement and transitional**

**2.1** This award commences on 1 January 2010.

**2.2** The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

**2.3** This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

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

**2.5** The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

**Part 1—Application and Operation of this Award****1. Title and commencement**

**1.1** This award is the *Mannequins and Models Award 2016*.

**1.2** This modern award, as varied, commenced operation on 1 January 2010.

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

*References to transitional arrangements removed – obsolete*

<p>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</p>	
<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>agreement-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>award-based transitional instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>booking</b> means the period of engagement advised by the employer</p> <p><b>compere</b> means a person whose work is compering mannequin parades</p> <p><b>default fund employee</b> means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>Division 2B State award</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>Division 2B State employment agreement</b> has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>enterprise award-based instrument</b> has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by</p>	<p><i>Definitions relating to transitional instruments removed – obsolete</i></p> <p><b>2. Definitions</b></p> <p>In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>booking</b> means the period of engagement advised by the employer</p> <p><b>compere</b> means a person whose work is compering mannequin parades</p> <p><b>defined benefit member</b> has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p><b>employee</b> means national system employee within the meaning of the Act</p> <p><b>employer</b> means national system employer within the meaning of the Act</p> <p><b>exempt public sector superannuation scheme</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p><b>foundation garment</b> means an undergarment, e.g. a bra, underwear, corset, corselet or girdle, worn to give support or contours to the figure</p> <p><b>house mannequin or model</b> means a full-time or part-time employee engaged to show clothing and accessories or ranges of clothing and accessories and who may be employed at other times in work associated with and incidental to that work</p> <p><b>mannequin</b> means a casual employee whose work is exhibiting clothes or other fashion articles for the purpose of attracting a commercial interest</p> <p><b>model</b> means a casual employee who poses or acts as a subject for photographers and/or a person who models for a hairdresser in the process of hair styling for advertising assignments</p> <p><b>MySuper product</b> has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p>

the *Superannuation Industry (Supervision) Act 1993* (Cth)

**foundation garment** means an undergarment, e.g. a bra, underwear, corset, corselet or girdle, worn to give support or contours to the figure

**house mannequin or model** means a full-time or part-time employee engaged to show clothing and accessories or ranges of clothing and accessories and who may be employed at other times in work associated with and incidental thereto

**mannequin** means a casual employee whose work is exhibiting clothes or other fashion articles for the purpose of attracting a commercial interest

**model** means a casual employee who poses or acts as a subject for photographers and/or a person who models for a hairdresser in the process of hair styling for advertising assignments

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

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

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

**paradette** means a mannequin parade where a collection of apparel is shown periodically over a period of a day or days in parades of no longer than 30 minutes' duration each

**single parade** means a mannequin parade, other than a paradette, which may be either exclusive or open to the public

**small employer** means an employer who employs fewer than 15 employees

**standard rate** means the minimum wage for a house mannequin or model in clause 13.1

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

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

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**single parade** means a mannequin parade, other than a paradette, which may be either exclusive or open to the public

**small employer** means an employer who employs fewer than 15 employees

**standard rate** means the minimum weekly rate for a house mannequin or model in clause 16.1(a).

<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This award covers employers throughout Australia who employ mannequins and models to the exclusion of any other modern award.</p> <p><b>4.2</b> The award does not cover an employee excluded from award coverage by the Act.</p> <p><b>4.3</b> The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.4</b> The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.5</b> This award covers any employer which supplies on-hire employees in classifications set out in clause 13—Minimum wages and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.6</b> Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This occupational award covers employers throughout Australia who employ mannequins and models to the exclusion of any other modern award.</p> <p><b>4.2</b> This award covers any employer which supplies on-hire employees in classifications set out in clause 16—Minimum wages and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.3</b> This award does not cover:</p> <ul style="list-style-type: none"> <li>(a) an employee excluded from award coverage by the Act;</li> <li>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</li> <li>(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</li> </ul> <p><b>4.4</b> Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p>

<p><b>5. Access to the award and the National Employment Standards</b></p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p>	<p><b>3.3</b> The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>															
<p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>															
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>															
<p><b>7. Award flexibility</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>6. Award flexibility for individual arrangements</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>															
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>7. Facilitative provisions for flexible working practices</b></p> <p><b>7.1</b> A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.</p> <p><b>7.2</b> Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1151 1158 2112 1444"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>14.2(c)</td> <td>Meal breaks</td> <td>An individual</td> </tr> <tr> <td>21.2</td> <td>Time off instead of payment for overtime</td> <td>An individual</td> </tr> <tr> <td>23.3</td> <td>Annual leave in advance</td> <td>An individual</td> </tr> <tr> <td>23.4</td> <td>Cashing out of annual leave</td> <td>An individual</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	14.2(c)	Meal breaks	An individual	21.2	Time off instead of payment for overtime	An individual	23.3	Annual leave in advance	An individual	23.4	Cashing out of annual leave	An individual
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14.2(c)	Meal breaks	An individual														
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23.4	Cashing out of annual leave	An individual														

	<p>26.2 Public holidays—substitution</p>	<p>The majority of employees</p>
	<p>26.5 Time off instead of payment for penalty rates</p>	<p>An individual</p>
<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>8. Consultation</b></p> <p><b>8.1 Consultation regarding major workplace change</b></p> <p><b>8.2 Consultation about changes to rosters or hours of work</b></p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	<p><b>Part 7—Consultation and Dispute Resolution</b></p> <p><b>28. Consultation about major workplace change</b></p> <p><b>29. Consultation about changes to rosters or hours of work</b></p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	
<p><b>9. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>30. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	
<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>10. Types of employment</b></p> <p><b>10.1</b> Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p><b>10.2</b> At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be a full-time, part-time or casual employee.</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Types of employment</b></p> <p><b>8.1</b> Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p><b>8.2</b> At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be a full-time, part-time or casual employee.</p>	
<p><b>10.3 Full-time employees</b></p> <p>A full-time employee is an employee who is engaged to work an average of 38 hours per week on not more than five days in any week.</p>	<p><b>9. Full-time employees</b></p> <p>A full-time employee is engaged to work an average of 38 hours per week on up to five days in any week.</p>	



<p><b>10.4 Part-time employees</b></p> <p>(a) A part-time employee is an employee who:</p> <p>(i) works less than full-time hours of 38 per week; and</p> <p>(ii) has reasonably predictable hours of work.</p> <p>(b) At the time of employment, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:</p> <p>(i) the hours worked each day;</p> <p>(ii) which days of the week the employee will work;</p> <p>(iii) the actual starting and finishing times of each day;</p> <p>(iv) that any variation to the agreement must be in writing;</p> <p>(v) that the minimum daily employment is three hours;</p> <p>(vi) that all time worked in excess of agreed hours is paid at the overtime rate; and</p> <p>(vii) the times of taking and the duration of meal breaks.</p> <p>(c) Any agreement to vary the regular pattern of work must be made in writing before the variation occurs.</p> <p>(d) The agreement and variation to it must be retained by the employer and a copy given by the employer to the employee.</p> <p>(e) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p>	<p><b>10. Part-time employees</b></p> <p><b>10.1</b> A part-time employee:</p> <p>(a) works less than full-time hours of 38 per week; and</p> <p>(b) has reasonably predictable hours of work.</p> <p><b>10.2</b> A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate prescribed for the class of work performed.</p> <p><b>10.3</b> At the time of employment, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:</p> <p>(a) the hours worked each day;</p> <p>(b) the days of the week the employee will work;</p> <p>(c) the actual starting and finishing times of each day;</p> <p>(d) the times of taking and the duration of meal breaks;</p> <p>(e) that the minimum daily employment is three hours;</p> <p>(f) that all time worked in excess of agreed hours is paid at the overtime rate; and</p> <p>(g) that any variation to the agreement must be in writing;</p> <p><b>10.4</b> Any agreement to vary the regular pattern of work must be made in writing before the variation occurs.</p> <p><b>10.5</b> The agreement and any variation to it must be retained by the employer and a copy given by the employer to the employee.</p>
<p><b>10.5 Casual employees</b></p> <p>(a) A casual employee is an employee engaged and paid as such.</p> <p><b>(b) General conditions of a written contract</b></p> <p>Prior to the commencement of any work by the mannequin or model for any employer, that employer must specify in writing to the mannequin or model all details of the engagement including:</p> <p>(i) what the employee is to wear or not wear;</p>	<p><b>11. Casual employees</b></p> <p><b>11.1</b> A casual employee is an employee who is engaged and paid as a casual employee.</p> <p><b>11.2 General conditions of a written contract</b></p> <p>Prior to the commencement of any work by the mannequin or model for any employer, the employer must specify in writing to the mannequin or model all details of the engagement including:</p> <p>(a) what the employee is to wear or not wear;</p>

<ul style="list-style-type: none"> <li>(ii) where, and under what conditions, the work is to be carried out;</li> <li>(iii) whether the employer requires the employee to work exclusively for the employer for the duration (or part thereof) of the engagement;</li> <li>(iv) whether the employee will at any time be required to hold themselves on call and if so for what period(s) of time;</li> <li>(v) whether the employee will be required to wear their hair in any particular style or colour;</li> <li>(vi) the way in which the work will be photographed or otherwise recorded; and</li> <li>(vii) the purpose for which the work, photograph, film, tape or other record will be used.</li> </ul>	<ul style="list-style-type: none"> <li>(b) where, and under what conditions, the work is to be carried out;</li> <li>(c) whether the employer requires the employee to work exclusively for the employer for the duration (or part thereof) of the engagement;</li> <li>(d) whether the employee will at any time be required to hold themselves on call and if so for what period(s) of time;</li> <li>(e) whether the employee will be required to wear their hair in any particular style or colour;</li> <li>(f) the way in which the work will be photographed or otherwise recorded; and</li> <li>(g) the purpose for which the work, photograph, film, tape or other record will be used.</li> </ul>
<p><b>(c) Cancellations and/or postponements</b></p> <ul style="list-style-type: none"> <li>(i) In the case of a person engaged to perform work for less than a day, the following will apply: <ul style="list-style-type: none"> <li>• if less than 24 hours' notice of cancellation and/or postponement is given then the amount for the booking will be paid;</li> <li>• if at least 24 hours but less than 48 hours' notice of cancellation and/or postponement is given, half the booking amount will be paid, but if the work is only deferred on such 24 hours' notice, 10% of the booking amount will be paid for the day on which the work was to have been performed and the full amount of the booking when the work is subsequently completed;</li> <li>• if at least 48 hours' notice of cancellation and/or postponement is given no minimum payment is required;</li> <li>• if work is cancelled on a weather check, no minimum payment is required; or</li> <li>• if work is cancelled on location, the full amount for the</li> </ul> </li> </ul>	<p><b>11.3 Cancellations and postponements</b></p> <ul style="list-style-type: none"> <li>(a) In the case of a person engaged to perform work for less than a day, the following will apply: <ul style="list-style-type: none"> <li>(i) if work is cancelled on location, the full amount for the booking is to be paid;</li> <li>(ii) if less than 24 hours' notice of cancellation or postponement is given, the full amount for the booking will be paid;</li> <li>(iii) if between 24 and 48 hours' notice of cancellation or postponement is given, half the booking amount will be paid;</li> <li>(iv) if the work is only deferred on 24 hours' notice, 10% of the booking amount will be paid for the day on which the work was to have been performed and the full amount of the booking when the work is subsequently completed;</li> <li>(v) if at least 48 hours' notice of cancellation or postponement is given, no payment is required; and</li> <li>(vi) if work is cancelled because weather conditions do not permit the satisfactory performance of work, no payment is required.</li> </ul> </li> </ul>

<p>booking is to be paid.</p> <p>For the purposes of this clause <b>weather check</b> means that weather conditions do not permit the satisfactory performance of work.</p> <p><b>(ii)</b> In the case of engagements of less than one week’s duration but more than a part of a day’s duration:</p> <ul style="list-style-type: none"> <li>• if less than 48 hours’ notice of the cancellation is given, the full amount for the booking will be paid; or</li> <li>• if 48 hours’ or more notice of the cancellation is given, no minimum payment is required.</li> </ul> <p><b>(iii)</b> In the case of engagements of one week’s duration or longer:</p> <ul style="list-style-type: none"> <li>• if less than 14 days’ notice of cancellation is given, one week’s casual wages will be paid; or</li> <li>• if 14 days’ notice or more is given, no minimum payment is required.</li> </ul>	<p><b>(b)</b> In the case of engagements of between part of a day and one week in duration:</p> <p><b>(i)</b> if less than 48 hours’ notice of the cancellation is given, the full amount for the booking will be paid; or</p> <p><b>(ii)</b> if 48 hours’ or more notice of the cancellation is given, no payment is required.</p> <p><b>(c)</b> In the case of engagements of one week’s duration or longer:</p> <p><b>(i)</b> if less than 14 days’ notice of cancellation is given, one week’s casual wages will be paid; or</p> <p><b>(ii)</b> if 14 days’ notice or more notice of the cancellation is given, no payment is required.</p>
<p><b>(d) Provisions for models</b></p> <p><b>(i) Attendance by models</b></p> <p>Where a person is engaged to perform work for part of a day the following will apply:</p> <ul style="list-style-type: none"> <li>• the time of work for which the hourly payment is to be made will be from the starting time arranged until the work is finished. The model is expected to arrive to start the work already made up and with hair fixed, or should arrive in sufficient time to prepare themselves and to be ready to start work by the time arranged; or</li> <li>• if a model arrives late or without reasonable excuse, delays the start or continuation of the work with the result that it is not reasonably practicable to start or complete the work on the same day, their payment or proportionate part of their payment according to the circumstances will be forfeited.</li> </ul>	<p><b>11.4 Provisions for models</b></p> <p><b>(a)</b> Where a person is engaged to perform work for part of a day the following will apply:</p> <p><b>(i)</b> the time of work for which the hourly payment is to be made will be from the starting time arranged until the work is finished. The model is expected to arrive to start the work already made up and with hair fixed, or should arrive in sufficient time to prepare themselves and to be ready to start work by the time arranged; or</p> <p><b>(ii)</b> if a model arrives late or without reasonable excuse, delays the start or continuation of the work with the result that it is not reasonably practicable to start or complete the work on the same day, their payment or proportionate part of their payment according to the circumstances will be forfeited.</p>

<p>(ii) A person engaged for a parade day must arrive at least 15 minutes before the first parade or at the time fixed when the booking was made. If the mannequin or model arrives late they forfeit the amount to be paid for the booking or if at the discretion of the employer or their representatives they are allowed to join in subsequent parades they will only be entitled to proportionate payment based on the number of parades in which they actually participate.</p>	<p>(b) A person engaged for a parade day must arrive at least 15 minutes before the first parade or at the time fixed when the booking was made. If the mannequin or model arrives late they forfeit the amount to be paid for the booking or if at the discretion of the employer or their representatives they are allowed to join in subsequent parades they will only be entitled to proportionate payment based on the number of parades in which they actually participate.</p>
<p><i>Provisions moved to new Part 8</i></p> <p><b>11. Termination of employment</b></p> <p><b>11.1</b> Notice of termination is provided for in the NES.</p> <p><b>11.2</b> Notice of termination by an employee</p> <p><b>11.3</b> Job search entitlement</p> <p><i>Clause 11.3 now part of clause 35 ED – clause 35.1</i></p>	<p><b>Part 8—Termination of Employment and Redundancy</b></p> <p><b>31. Termination of employment</b></p> <p><b>31.1</b> Notice of termination is provided for in the NES.</p> <p><b>31.2</b> Notice of termination by an employee</p> <p><i>Provisions not reproduced - no change</i></p>
<p><b>12. Redundancy</b></p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p><b>12.2</b> Severance pay—employees of a small employer</p> <p><b>12.3</b> Transfer to lower paid duties</p> <p><b>12.4</b> Employee leaving during notice period</p> <p><b>12.5</b> Job search entitlement</p> <p><i>Clause 12.5 now part of clause 35 ED – clause 35.2</i></p>	<p><b>32. Redundancy</b></p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p><b>33. Transfer to lower paid job on redundancy</b></p> <p><b>34. Employee leaving during redundancy notice period</b></p> <p><b>35. Job search entitlement</b></p> <p><i>Clauses 11.3 and 12.5 of current award now form clause 35 of ED – clauses 35.1 and 35.2</i></p>
<p><b>12.6</b> Transitional provisions – NAPSA employees</p> <p><b>12.7</b> Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>

**Part 4—Minimum Wages and Related Matters**

**13. Minimum wages**

**13.1 Full-time and part-time employees**

House mannequin or model (18 years of age or over)—\$742.20 per week.

**Part 4—Wages and Allowances**

**16. Minimum wages**

**16.1 Full-time and part-time employees**

**(a) Adult rates – house mannequins and models**

The minimum rates for an adult house mannequin or model (18 years of age or older) are:

(i) **\$742.20** per week; or

(ii) **\$19.53** per hour.

**13.2 Casual mannequins and models**

These minimum wages apply to all persons (children and adults). The rates specified in this clause are inclusive of all paid leave entitlements under this award or the NES.

**(a) Modelling for still photography, TV or movie appearances**

<b>Duration of engagement</b>	<b>\$</b>
One hour or part thereof	94.99
Up to two hours	150.41
Up to four hours	229.97
Half day rate	231.01
Full day rate	460.98

**(b) Trade showings or parades**

<b>Duration/time of engagement</b>	<b>\$</b>
9.00 am to 5.30 pm (ready to start at 9.00 am)	209.60 per day
Day extended beyond 5.30 pm (minimum 1 hour payment)	35.37 per hour

**16.2 Casual mannequins and models**

These minimum rates apply to all persons (children and adults). The rates specified in this clause are inclusive of all paid leave entitlements under this award or the NES.

**(a) Modelling for still photography, TV or movie appearances**

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Up to four hours	229.97
Half day rate	231.01
Full day rate	460.98

**(b) Trade showings or parades**

<b>Duration/time of engagement</b>	<b>\$</b>
9.00 am to 5.30 pm (ready to start at 9.00 am)	209.60 per day
Day extended beyond 5.30 pm (minimum 1 hour payment)	35.37 per hour

Half day (maximum 4 consecutive hours)	117.03 per half day
Single showing (maximum 1 hour) commencing after 5.30 pm	79.03 per showing
Evening showing (maximum time consecutive hours)	157.44 per showing

**(c) Mannequins other than manufacturers' and agents' showings exclusively to the trade**

Duration/time of engagement	\$
Single parade finishing prior to or at 6.00 pm (maximum 2 consecutive hours)	182.53 per parade
Single parade finishing after 6.00 pm (maximum 2 consecutive hours)	206.56 per parade

**(d) Mannequins showing foundation garments**

**(i) Manufacturers' or agents' or showroom work**

Duration/time of engagement	\$
Full day—9.00 am to 5.30 pm	233.11 per day
Half day (maximum 4 consecutive hours)	117.03 per half day
Evening show parade starting after 5.30 pm (maximum 2 consecutive hours)	161.12 per parade

Provided that where a manufacturer's or agent's or showroom work showing of foundation garments is an uninterrupted or continuous presentation of showing of a range of foundation garments to more than one retailer simultaneously in the one place and at the same time, such showing will be deemed to be a public parade and be paid as such.

Half day (maximum 4 consecutive hours)	117.03 per half day
Single showing (maximum 1 hour) commencing after 5.30 pm	79.03 per showing
Evening showing (maximum time consecutive hours)	157.44 per showing

**(c) Mannequins other than manufacturers' and agents' showings exclusively to the trade**

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Where a manufacturer's or agent's or showroom work showing of foundation garments is an uninterrupted or continuous presentation of showing of a range of foundation garments to more than one retailer simultaneously in the one place and at the same time, such showing will be deemed to be a public parade and be paid as such.

<b>(ii) Store or public parades</b>	
Store or public parades (maximum 2 consecutive hours)— \$256.84 per parade.	
<b>(e) Repetitive parades (paradettes) other than manufacturers' and agents' showings exclusive trade</b>	
<b>Duration/day of engagement</b>	<b>\$</b>
Engagement of maximum of 2 consecutive hours on 1 or 2 days (Monday to Friday)	206.56 per day
Engagement of maximum of 2 consecutive hours on 3 or more days (Monday to Friday)	157.44 per day
Engagement of maximum of 2 consecutive hours on a Saturday	206.56 per engagement
Hourly rate where work performed continues beyond the 2 hour engagement	53.95 per hour
<b>(f) Rehearsals</b>	
<b>(i) Duration/day of engagement</b>	
	<b>\$</b>
Engagement of maximum of 2 consecutive hours on 3 or more days (Monday to Friday)	157.44
Engagement of maximum of 2 consecutive hours on a Saturday	206.56
Hourly rate where work performed continues beyond the 2 hour engagement	53.95
<b>(ii) Type/duration of rehearsal</b>	
	<b>\$</b>
Not dress rehearsal, immediately preceding parade	53.95
Not dress rehearsal, other than immediately preceding parade (maximum 2 consecutive hours)	138.97
Full dress (maximum 2 consecutive hours)	Same as for parades

<b>(ii) Store or public parades</b>	
Store or public parades (maximum 2 consecutive hours)— <b>\$256.82</b> per parade.	
<b>(e) Repetitive parades (paradettes) other than manufacturers' and agents' showings exclusive trade</b>	
<b>Duration/day of engagement</b>	<b>\$</b>
Engagement of maximum of 2 consecutive hours on 1 or 2 days (Monday to Friday)	206.56 per day
Engagement of maximum of 2 consecutive hours on 3 or more days (Monday to Friday)	157.44 per day
Engagement of maximum of 2 consecutive hours on a Saturday	206.56 per engagement
Hourly rate where work performed continues beyond the 2 hour engagement	53.95 per hour
<b>(f) Rehearsals</b>	
<b>(i) Duration/day of engagement</b>	
	<b>\$</b>
Engagement of maximum of 2 consecutive hours on 3 or more days (Monday to Friday)	157.44
Engagement of maximum of 2 consecutive hours on a Saturday	206.56
Hourly rate where work performed continues beyond the 2 hour engagement	53.95
<b>(ii) Type/duration of rehearsal</b>	
	<b>\$</b>
Not dress rehearsal, immediately preceding parade	53.95 per hour or part thereof
Not dress rehearsal, other than immediately preceding parade (maximum 2 consecutive hours)	138.97 per rehearsal

<p><b>(g) Fitting payment</b></p> <p>For a fitting requested by the employer—\$52.28 per hour or part thereof.</p> <p><b>(h) Test shots for models</b></p> <p><b>(i)</b> If a model is to be tested or a new model is to be photographed for test pictures and the model has been notified accordingly, no payment is necessary. Subsequent use of such test shots, however, is to be paid for at the applicable rate. The use of such test shots is to be specified in writing to the model.</p> <p><b>(ii)</b> Shots for layout purposes (trial shots) are to be paid for at the applicable rate.</p> <p><b>(i) Provisions for mannequins</b></p> <p>Where a manufacturer’s and/or agent’s showing exclusively to the trade is an uninterrupted or continuous presentation or showing of a range of clothing and/or accessories to more than one retailer simultaneously in the one place and at the same time, such showing will be deemed to be a parade, and be paid as such.</p> <p><b>(j) Additional rates</b></p> <p><b>(i) Trade showings or parades</b>—an additional 5.33% of the standard rate per showing or parade for an earlier start than 9.00 am.</p> <p><b>(ii) Freelance comperes—mannequin parades</b></p> <ul style="list-style-type: none"> <li>• Not required to prepare scripts—the applicable amount for mannequins plus an additional 5.01% of the standard rate per engagement.</li> <li>• Required to prepare script for repetitive parades—the applicable amount for mannequins plus an additional 11.40% of the standard rate.</li> <li>• Comperes required to prepare script for a single parade—the applicable amount for mannequins plus an additional</li> </ul>	<table border="1" data-bbox="1227 92 2092 172"> <tr> <td data-bbox="1227 92 1848 172">Full dress (maximum 2 consecutive hours)</td> <td data-bbox="1848 92 2092 172">Same as for parades</td> </tr> </table> <p><b>(g) Fitting payment</b></p> <p>For a fitting requested by the employer—<b>\$52.28</b> per hour or part thereof.</p> <p><b>(h) Test shots for models</b></p> <p><b>(i)</b> If a model is to be tested or a new model is to be photographed for test pictures and the model has been notified accordingly, no payment is necessary. Subsequent use of such test shots, however, is to be paid for at the applicable rate. The use of such test shots is to be specified in writing to the model.</p> <p><b>(ii)</b> Shots for layout purposes (trial shots) are to be paid for at the applicable rate.</p> <p><b>(i) Provisions for mannequins</b></p> <p>Where a manufacturer’s and/or agent’s showing exclusively to the trade is an uninterrupted or continuous presentation or showing of a range of clothing and/or accessories to more than one retailer simultaneously in the one place and at the same time, such showing will be deemed to be a parade, and be paid as such.</p> <p><b>(j) Additional rates</b></p> <p><b>(i) Trade showings or parades</b>—an additional <b>\$39.56</b> per showing or parade for an earlier start than 9.00 am.</p> <p><b>(ii) Freelance comperes—mannequin parades</b></p> <ul style="list-style-type: none"> <li>• Not required to prepare scripts—the applicable amount for mannequins plus an additional <b>\$37.18</b> per engagement.</li> <li>• Required to prepare script for repetitive parades—the applicable amount for mannequins plus an additional <b>\$84.61</b> per engagement.</li> <li>• Comperes required to prepare script for a single parade—the applicable amount for mannequins plus an additional</li> </ul>	Full dress (maximum 2 consecutive hours)	Same as for parades
Full dress (maximum 2 consecutive hours)	Same as for parades		



<p>17.45% of the standard rate.</p> <p>(k) <b>Billboards/posters</b>—when the photograph(s) taken are used for large billboards or posters (minimum size 20 feet by 10 feet), an additional payment of 27.09% of the standard rate will be paid to each model involved.</p> <p>(l) <b>Mannequins other than manufacturers’ and agents’ showings exclusively to the trade</b>—an additional 7.08% of the standard rate for an exclusive parade where the media is present.</p>	<p><b>\$129.51</b> per engagement.</p> <p>(k) <b>Billboards/posters</b>—when the photograph(s) taken are used for large billboards or posters (minimum size 20 feet by 10 feet), an additional payment of <b>\$201.06</b> will be paid to each model involved.</p> <p>(l) <b>Mannequins other than manufacturers’ and agents’ showings exclusively to the trade</b>—an additional <b>\$52.55</b> for an exclusive parade where the media is present.</p>																				
<p><b>13.3 Junior wages—house mannequins and models</b></p> <table border="1"> <thead> <tr> <th>Age</th> <th>% of rate for house mannequin or model</th> </tr> </thead> <tbody> <tr> <td>15 years of age</td> <td>60</td> </tr> <tr> <td>16 years of age</td> <td>75</td> </tr> <tr> <td>17 years of age</td> <td>90</td> </tr> <tr> <td>18 years of age and over</td> <td>100</td> </tr> </tbody> </table>	Age	% of rate for house mannequin or model	15 years of age	60	16 years of age	75	17 years of age	90	18 years of age and over	100	<p><b>16.1 (b) Junior rates – house mannequins and models</b></p> <p>The minimum rates for a junior house mannequin or model (under 18 years of age) are calculated in accordance with the following table:</p> <table border="1"> <thead> <tr> <th>Age</th> <th>% of rate for house mannequin or model</th> </tr> </thead> <tbody> <tr> <td>15 years of age</td> <td>60</td> </tr> <tr> <td>16 years of age</td> <td>75</td> </tr> <tr> <td>17 years of age</td> <td>90</td> </tr> <tr> <td>18 years of age and over</td> <td>100</td> </tr> </tbody> </table>	Age	% of rate for house mannequin or model	15 years of age	60	16 years of age	75	17 years of age	90	18 years of age and over	100
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<p><b>13.4 Supported wage system</b></p> <p>See Schedule B</p>	<p><b>16.3 Supported wage system</b></p> <p>For employees who because of the effects of a disability are eligible for a supported wage see Schedule C—Supported wage system.</p>																				
<p><b>14. Allowances</b></p>	<p><b>17. Allowances</b></p> <p><b>17.1</b> Employers must pay an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.</p>																				

<p><b>14.1 Clothing and accessories</b></p> <p>Where the employer requires clothing or accessories additional to the employee's personal wardrobe to be worn, the employer must reimburse the employee for the cost of obtaining such additional clothing or accessories. Payment is not required to be made where such clothing and accessories are provided by the employer. Items provided by the employer remain the property of the employer.</p>	<p><b>17.2 Clothing and accessories</b></p> <p>(a) Where the employer requires clothing or accessories additional to the employee's personal wardrobe to be worn, the employer must reimburse the employee for the cost of obtaining such additional clothing or accessories.</p> <p>(b) Clause 17.2(a) will not apply where an employer provides such clothing or accessories payment.</p> <p>(c) Items provided by the employer remain the property of the employer.</p>
<p><b>14.2 Full-time and part-time employees</b></p> <p>(a) <b>Transport allowances</b></p> <p>(i) Where an employer occasionally requires an employee to use their own motor vehicle in the performance of their duties, the employee will be paid an allowance of not less than \$0.78 per kilometre.</p> <p>(ii) Where an employee is required to:</p> <ul style="list-style-type: none"> <li>• start and/or finish work after 10.00 pm on any day or prior to 7.00 am on any day;</li> <li>• the employee's regular means of transport is not available; and</li> <li>• the employee is unable to arrange their own alternative transport,</li> </ul> <p>the employer will reimburse the employee for the cost of providing transport to the employee's usual place of residence.</p> <p>Provided that no payment need be made where the employer provides or arranges proper transportation to and/or from the employee's usual place of residence. Such transport will be provided at no cost to the employee.</p>	<p><b>17.3 Full-time and part-time employees</b></p> <p>(a) <b>Transport allowances</b></p> <p>(i) Where an employer occasionally requires an employee to use their own motor vehicle in the performance of their duties, the employee will be paid they will pay the employee an allowance of at least <b>\$0.78</b> per kilometre.</p> <p>(ii) Where an employer requires an employee to start work prior to 7.00 am on any day and/or finish work after 10.00 pm on any day the employer will reimburse the employee for the cost of providing transport to and/or from the employee's usual place of residence if:</p> <ul style="list-style-type: none"> <li>• the employee's regular means of transport is not available; and</li> <li>• the employee is unable to arrange their own alternative transport.</li> </ul> <p>(iii) Clause 17.3(a)(ii) will not apply where the employer provides or arranges proper transportation to and/or from the employee's usual place of residence; that transport will be provided at no cost to the employee.</p>

**(b) Living away from home allowance**

An employee, required by their employer to work temporarily for the employer away from their usual place of employment and who is required to sleep away from their usual place of residence, will be entitled to the following:

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

**(c) Meal allowances**

- (i) **Overtime**—an employee required to work not less than one hour of overtime (Monday to Saturday inclusive) after their ordinary time of ending work will be paid a meal allowance of \$12.80. Provided that where such overtime work exceeds four hours a further meal allowance of \$11.47 will be paid.
- (ii) **Late night**—any full-time or part-time employee entitled pursuant to clause 14.2(c)(i) of this award to a second meal break on a weekday will be paid a meal allowance of \$12.80.
- (iii) **Overtime on Sunday**—an employee required to work more than four hours overtime on a Sunday will be paid a meal allowance of \$12.80 and a further \$11.47 when required to work more than eight hours on such day.
- (iv) **Meal provided**—the above allowances will not be payable where the employer has their own cooking and dining facilities and by agreement with the employee supplies a substantial meal which will consist of food comprising soup, entree or joint, vegetables and sweets.
- (v) **Payment**—meal money must be paid on the same day as the overtime is worked or in the weekly or fortnightly pay.

**(b) Living away from home allowance**

Where an employer requires an employee to work temporarily away from their usual place of employment and to sleep away from their usual place of residence, the employee will be entitled to the following:

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

**(c) Meal allowances**

- (i) **Overtime**—an employee required to work at least one hour of overtime (Monday to Saturday inclusive) after their ordinary time of ending work will be paid a meal allowance of **\$12.80**. Provided that where such overtime work exceeds four hours a further meal allowance of **\$11.47** will be paid.
- (ii) **Late night**—any employee entitled pursuant to clause 17.3(c)(i) of this award to a second meal break on a weekday will be paid a meal allowance of **\$12.80**.
- (iii) **Overtime on Sunday**—an employee required to work more than four hours overtime on a Sunday will be paid a meal allowance of **\$12.80** and a further **\$11.47** when required to work more than eight hours on such day.
- (iv) **Meal provided**—the above allowances will not be payable where the employer has their own cooking and dining facilities and by agreement with the employee supplies a substantial meal which will consist of food comprising soup, entree or joint, vegetables and sweets.
- (v) **Payment**—meal money must be paid on the same day as the overtime is worked or in the weekly or fortnightly pay.

**14.3 Casual employees****(a) Travelling allowance (within a distance of 50 km of the capital city GPO)**

Where a model is required to travel in connection with an engagement within 50 km of the capital city GPO, the following allowances will be paid:

- (i) where the work location is 11 km or more but not exceeding 25 km from the capital city GPO—\$10.72; or
- (ii) where the work location is beyond 25 km and up to but not exceeding 50 km from the capital city GPO—\$21.50.

**(b) Distant work, fares and accommodation**

- (i) All fares to and from engagements outside of the radius of 50 km from the capital city GPO or outside of the radius of 50 km from the place in which the model resides will be reimbursed by the employer.
- (ii) Such payment will be sufficient to cover the cost of first class rail travel where it is available. Where the journey exceeds 240 km and normal air transport services are available, and where first class rail travel is not available, the payment must be sufficient to cover at least economy class air fares.
- (iii) Provided that the employer may provide suitable transport and/or undertake transport arrangements in accordance with the requirements of this subclause instead of the payments prescribed herein.
- (iv) Provided that where it is mutually agreed that a model will use their own vehicle, the model will be paid a motor vehicle allowance of \$0.78 per kilometre for the actual distance travelled by the vehicle in connection with the engagement. For the purpose of this provision, the actual distance travelled will mean and include the distance travelled between the model's place of residence and the assignment.

**17.4 Casual employees****(a) Travelling allowance (within a distance of 50 km of the capital city GPO)**

Where a model is required to travel in connection with an engagement within 50 km of the capital city GPO, the following allowances will be paid:

- (i) where the work location is 11 km or more but not exceeding 25 km from the capital city GPO—**\$10.72**; or
- (ii) where the work location is beyond 25 km and up to but not exceeding 50 km from the capital city GPO—**\$21.50**.

**(b) Distant work, fares and accommodation**

- (i) All fares to and from engagements outside of the radius of 50 km from the capital city GPO or outside of the radius of 50 km from the place in which the model resides will be reimbursed by the employer.
- (ii) Such payment will be sufficient to cover the cost of first class rail travel where it is available.
- (iii) Where the journey exceeds 240 km and normal air transport services are available, and where first class rail travel is not available, the payment must be sufficient to cover at least economy class air fares.
- (iv) If the employer provides suitable transport to and from the engagement reimbursement for transport costs will not be required.
- (v) Where it is mutually agreed that a model will use their own vehicle, the model will be paid a motor vehicle allowance of **\$0.78** per kilometre for the actual distance travelled by the vehicle in connection with the engagement between the model's place of residence and the assignment.

<p><b>(c) Hair treatment</b></p> <p><b>(i)</b> The cost of any hair treatment required by the employer of a mannequin or model for an assignment will be reimbursed by the employer.</p> <p><b>(ii)</b> Should the model or mannequin require their hair to be returned to its pre-engagement colour and/or style after the assignment, this cost will also be met by the employer provided that such treatment is carried out at a salon mutually acceptable to the employer and the employee and provided that the mannequin or model informs the employer prior to the original hair treatment that they will require their hair to be returned to its pre-engagement colour and/or style at the conclusion of the said engagement.</p> <p><b>(d) Reproduction of photographs or film</b></p> <p>Where a photograph or film of a model or mannequin is reproduced for any purpose other than that stated at the time of engagement, the model or mannequin will be paid for each reproduction as if it was a new and separate engagement at the rate specified for a full day.</p> <p><b>(e) On call allowance</b></p> <p>A mannequin or model required to be on call for any period of time will be paid an on call payment equal to the applicable rate in clause 13.2(a) of this award for all time spent on call.</p>	<p><b>(c) Hair treatment</b></p> <p><b>(i)</b> The cost of any hair treatment required by the employer of a mannequin or model for an assignment will be reimbursed by the employer.</p> <p><b>(ii)</b> Should the mannequin or model require their hair to be returned to its pre-engagement colour and/or style after the assignment, this cost will be met by the employer, provided that such treatment is carried out at a salon mutually acceptable and provided that the mannequin or model informs the employer prior to the original hair treatment that they will require their hair to be returned to its pre-engagement colour and/or style at the conclusion of the engagement.</p> <p><b>(d) Reproduction of photographs or film</b></p> <p>Where a photograph or film of a mannequin or model is reproduced for any purpose other than that stated at the time of engagement, the mannequin or model will be paid for each reproduction as if it was a new and separate engagement at the rate specified for a full day.</p> <p><b>(e) On-call allowance</b></p> <p>A mannequin or model required to be on call for any period of time will be paid an on-call payment equal to the applicable rate in clause 16.2(a) of this award for all time spent on-call.</p>
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<p><b>14.4 Adjustment of expense related allowances</b></p> <p>(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="197 539 1041 790"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Motor vehicle allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Meal allowances</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Travelling allowance</td> <td>Transport group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Motor vehicle allowance	Private motoring sub-group	Meal allowances	Take away and fast foods sub-group	Travelling allowance	Transport group	<p><b>B.1.1 Adjustment of expense-related allowances</b></p> <p>At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="1108 427 2112 710"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Motor vehicle allowance</td> <td>Private motoring sub-group</td> </tr> <tr> <td>Meal allowances</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Travelling allowance</td> <td>Transport group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Motor vehicle allowance	Private motoring sub-group	Meal allowances	Take away and fast foods sub-group	Travelling allowance	Transport group
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<p><b>15. District allowances</b></p> <p><i>Provision not reproduced - clause removed- see <a href="#">AM2014/190</a></i></p>	<p><i>Transitional provision - clause removed - obsolete - see <a href="#">AM2014/190</a></i></p>																
<p><b>16. Accident pay</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>18. Accident pay</b></p> <p><i>Provision not reproduced - no change</i></p>																
<p><b>17. Payment of wages</b></p> <p><b>17.1</b> Wages may be paid in cash, cheque or by electronic funds transfer.</p> <p><b>17.2</b> All wages due will be paid no later than Thursday in each pay period and must be paid during working hours. When Friday is a holiday, wages will be paid no later than Wednesday in that week.</p> <p><b>17.3 Frequency of payment for full-time employees</b></p> <p>(a) In the case of an employee who works a 38 hour week wages will be paid weekly or fortnightly according to the actual hours worked</p>	<p><b>19. Payment of wages</b></p> <p><b>19.1</b> Wages may be paid in cash, or by cheque or electronic funds transfer.</p> <p><b>19.2</b> All wages due will be paid no later than Thursday in each pay period and must be paid during working hours. When Friday is a holiday, wages will be paid no later than Wednesday in that week.</p> <p><b>19.3 Frequency of payment for full-time employees</b></p> <p>(a) In the case of an employee who works a 38 hour week wages will be paid weekly or fortnightly according to the actual hours worked each</p>																

<p>each week or fortnight.</p> <p>(b) In the case of an employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle, wages must be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.</p> <p><b>17.4 Frequency of payment for part-time employees</b></p> <p>In the case of a part-time employee, wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight.</p> <p><b>17.5 Frequency of payment for casual employees</b></p> <p>Wages will be paid to the employee no later than 14 days following the completion of the engagement, except in the case of a weekly or longer engagement in which case wages must be paid no later than 14 days after the completion of each week of such engagement.</p>	<p>week or fortnight.</p> <p>(b) In the case of an employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle, wages must be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.</p> <p><b>19.4 Frequency of payment for part-time employees</b></p> <p>In the case of a part-time employee, wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight.</p> <p><b>19.5 Frequency of payment for casual employees</b></p> <p>Wages will be paid to the employee no later than 14 days following the completion of the engagement, except in the case of a weekly or longer engagement in which case wages must be paid no later than 14 days after the completion of each week of such engagement.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p><b>18. Superannuation</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>20. Superannuation</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>Part 5—Hours of Work and Related Matters</b></p> <p><b>19. Hours of work</b></p> <p><b>19.1</b> Ordinary hours of work for a full-time employee will be an average of 38 per week over 28 days, worked in any of the forms provided for in clause 20—Notification of rosters, or over a longer period by agreement.</p> <p><b>19.2</b> Ordinary hours will be worked on not more than five days in any week, within the times set out in clause 19.4.</p> <p><b>19.3</b> The maximum number of hours that will constitute a day’s work without the payment of overtime must not exceed nine except on one day in any week when it will not exceed 10.5 hours.</p>	<p><b>Part 3—Hours of Work</b></p> <p><b>12. Ordinary hours of work</b></p> <p><b>12.1</b> Ordinary hours of work for a full-time employee will be an average of 38 per week over 28 days, worked in any of the forms provided for in this clause or over a longer period by agreement.</p> <p><b>12.2</b> Ordinary hours will be worked on not more than five days in any week, within the times set out in clause 12.4.</p> <p><b>12.3</b> The maximum number of hours that will constitute a day’s work without the payment of overtime must not exceed nine except on one day in any week when it will not exceed 10.5 hours.</p>

<p><b>19.4 Spread of ordinary hours</b></p> <p>The spread of ordinary hours will be as follows:</p> <table border="1"> <thead> <tr> <th>Days of the week</th> <th>Spread of hours</th> </tr> </thead> <tbody> <tr> <td>Monday to Wednesday</td> <td>7.00 am to 9.00 pm</td> </tr> <tr> <td>Thursday, Friday and Saturday</td> <td>7.00 am to 6.00 pm</td> </tr> </tbody> </table>	Days of the week	Spread of hours	Monday to Wednesday	7.00 am to 9.00 pm	Thursday, Friday and Saturday	7.00 am to 6.00 pm	<p><b>12.4 Spread of ordinary hours</b></p> <p>The spread of ordinary hours will be as follows:</p> <table border="1"> <thead> <tr> <th>Days of the week</th> <th>Spread of hours</th> </tr> </thead> <tbody> <tr> <td>Monday to Wednesday</td> <td>7.00 am to 9.00 pm</td> </tr> <tr> <td>Thursday, Friday and Saturday</td> <td>7.00 am to 6.00 pm</td> </tr> </tbody> </table>	Days of the week	Spread of hours	Monday to Wednesday	7.00 am to 9.00 pm	Thursday, Friday and Saturday	7.00 am to 6.00 pm
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<p><b>20. Notification of rosters</b></p> <p><b>20.1</b> The weekly and daily working hours must be notified in writing by the employer to each full-time employee at least 14 days in advance together with the days on which the employee is to be off duty. In the absence of such notification, it will be deemed that the employee is rostered to work Monday to Friday (inclusive) each week.</p> <p><b>20.2</b> Provided that employees must be notified not less than one week in advance of any change in the roster.</p> <p><b>20.3</b> Provided that the roster may be changed by mutual agreement between the employer and the employee.</p> <p><b>20.4</b> Provided further that in the case of an emergency or other unforeseen circumstance the roster may be changed upon 48 hours' notice being given by the employer to the employee.</p>	<p><b>13. Rosters</b></p> <p><b>13.1</b> The employer must give each full-time employee written notice of their weekly and daily working hours at least 14 days in advance, together with the days on which the employee is to be off duty. In the absence of such notification, it will be deemed that the employee is rostered to work Monday to Friday (inclusive) each week.</p> <p><b>13.2</b> Employees must be notified at least one week in advance of any change in the roster.</p> <p><b>13.3</b> The roster may be changed by mutual agreement between the employer and the employee.</p> <p><b>13.4</b> In the case of an emergency or other unforeseen circumstance the roster may be changed upon 48 hours' notice being given by the employer to the employee.</p> <p><b>13.5</b> Changes to rosters are subject to clause 29—Consultation about changes to rosters or hours of work.</p>												
<p><b>21. Breaks</b></p> <p><b>21.1 Rest pauses</b></p> <p>(a) Where the engagement is for a continuous period of four hours or more a model will be entitled to a rest pause of 15 minutes' duration.</p> <p>(b) Such rest pauses will be taken at times that will not interfere with the continuity of work where continuity is necessary.</p>	<p><b>14. Breaks</b></p> <p><b>14.1 Rest breaks</b></p> <p>(a) Where the engagement is for a continuous period of four hours or more a model will be entitled to a rest break of 15 minutes' duration.</p> <p>(b) Rest breaks will be taken at times that will not interfere with the continuity of work where continuity is necessary.</p>												



<p><b>21.2 Meal breaks</b></p> <p>(a) No employee will be required to work continuously for more than five hours without a break for a meal of not less than 45 minutes.</p> <p>(b) All employees will be allowed to leave the establishment where the work is being carried out for the whole of their break.</p> <p>(c) An employee and employer may agree that the meal interval for lunch will be 30 minutes.</p>	<p><b>14.2 Meal breaks</b></p> <p>(a) No employee will be required to work continuously for more than five hours without a break for a meal of at least 45 minutes.</p> <p>(b) All employees will be allowed to leave the establishment where the work is being carried out for the whole of their break.</p> <p>(c) An employee and employer may agree that the meal break for lunch will be 30 minutes.</p>
<p><b>22. Additional provisions for models and mannequins</b></p> <p><b>22.1</b> Where a model or mannequin is required to appear in lingerie, foundation garments, semi-nude or nude they will be entitled to have another person of their choosing present at all times during the engagement.</p> <p><b>22.2</b> An employer may not use or distribute the photograph, film or other record of the mannequin or model for any purpose other than that which is specified in writing to the mannequin or model at the time of engagement.</p> <p><b>22.3</b> It shall be a condition of every engagement where photographs are being taken of a model that the employer shall, at the time of booking, inform the model of the details for which the photograph is being taken, in writing.</p>	<p><b>15. Additional provisions for mannequins and models</b></p> <p><b>15.1</b> Where mannequin or model is required to appear in lingerie, foundation garments, semi-nude or nude they will be entitled to have another person of their choosing present at all times during the engagement.</p> <p><b>15.2</b> An employer may not use or distribute the photograph, film or other record of the mannequin or model for any purpose other than that which is specified in writing to the mannequin or model at the time of engagement.</p> <p><b>15.3</b> It shall be a condition of every engagement where photographs are being taken of a model that the employer shall, at the time of booking, inform the model in writing of the details for which the photograph is being taken.</p>
<p><b>23. Overtime and penalty rates for full-time or part-time employees</b></p> <p><b>23.1 Evening and Saturday work</b></p> <p>(a) <b>House mannequin or model</b></p> <p>(i) An additional 0.63% of the standard rate per hour will be paid to employees for all time worked within ordinary hours between 6.00 pm and 9.00 pm on a weekday.</p> <p>(ii) An additional 1.30% of the standard rate per hour will be paid to employees for all time worked within ordinary hours between 7.00 am and 6.00 pm on a Saturday.</p>	<p><b>Part 5—Overtime and Penalty Rates</b></p> <p><b>22. Penalty rates for full-time or part-time employees</b></p> <p><b>22.1 Evening and Saturday work</b></p> <p>(a) <b>House mannequin or model</b></p> <p>(i) An additional <b>\$4.68</b> per hour will be paid to employees for all time worked within ordinary hours between 6.00 pm and 9.00 pm on a weekday.</p> <p>(ii) An additional <b>\$9.65</b> per hour will be paid to employees for all time worked within ordinary hours between 7.00 am and 6.00 pm on a Saturday.</p>

**(b) Juniors**

**(i)** An additional amount will be paid to all employees for all time worked within ordinary hours between 6.00 pm and 9.00 pm on a weekday as follows:

Age	% of the standard rate
15 years of age	0.38
16 years of age	0.47
17 years of age	0.57
18 years of age and over	0.63

**(ii)** An additional amount will be paid to all employees for all time worked within ordinary hours between 7.00 am and 6.00 pm on a Saturday as follows:

Age	% of the standard rate
15 years of age	0.78
16 years of age	0.97
17 years of age	1.17
18 years of age and over	1.30

**(b) Juniors**

**(i)** An additional amount will be paid to all junior employees for all time worked within ordinary hours between 6.00 pm and 9.00 pm on a weekday as follows:

Age	\$ per hour
15 years of age	2.82
16 years of age	3.49
17 years of age	4.23
18 years of age and over	4.68

**(ii)** An additional amount will be paid to all junior employees for all time worked within ordinary hours between 7.00 am and 6.00 pm on a Saturday as follows:

Age	\$ per hour
15 years of age	5.79
16 years of age	7.20
17 years of age	8.68
18 years of age and over	9.65

**23.2 Sunday work**

The rate for all work done on Sunday will be double the employee's ordinary hourly rate.

**22.2 Sunday work**

The rate for all work done on Sunday will be **200%** of the employee's minimum hourly rate.

<p><b>23.3 Overtime</b></p> <p>(a) The rate of time and a half for the first three hours and double time thereafter must be paid for all work done:</p> <p>(i) in excess of 38 hours per week; and</p> <p>(ii) outside the times of beginning and ending work.</p> <p>(b) <b>Time off instead of payment for overtime</b></p> <p>(i) Time off instead of payment for overtime may be provided if an employee so elects and it is agreed by the employer.</p> <p>(ii) Such time off must be taken at a mutually convenient time within four weeks of overtime being worked or, where agreed between the employer and the employee, may be accumulated and taken as part of annual leave.</p> <p>(iii) Time off instead of payment for overtime must equate to the overtime rate, i.e. if the employee works one hour overtime and elects to take time off instead of payment the time off would equal one and a half hours, or where the rate of pay for overtime is double time, two hours.</p>	<p><i>Clause 23.3 of current award has been moved to new Clause 21 ED</i></p> <p><b>21. Overtime</b></p> <p><b>21.1</b> For all work done in excess of 38 hours per week, or outside the spread of ordinary hours in clause 12.4, an employee must be paid at:</p> <p>(a) <b>150%</b> of the minimum hourly rate for the first three hours; and</p> <p>(b) <b>200%</b> of the minimum hourly rate after three hours.</p> <p><b>21.2 Time off instead of payment for overtime</b></p> <p>(a) Time off instead of payment for overtime may be provided if an employee so elects and it is agreed by the employer.</p> <p>(b) Such time off must be taken at a mutually convenient time within four weeks of overtime being worked or, where agreed between the employer and the employee, may be accumulated and taken as part of annual leave.</p> <p>(c) Time off instead of payment for overtime must equate to the overtime rate, i.e. if the employee works one hour overtime and elects to take time off instead of payment the time off would equal one and a half hours, or where the rate of pay for overtime is <b>200%</b>, two hours.</p>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>24. Annual leave</b></p> <p><b>24.1</b> Annual leave is provided for in the NES.</p> <p><b>24.2 Payment for annual leave</b></p> <p>In addition to the payment provided for in the NES, an employer is required to pay leave loading of 17.5% of that payment.</p>	<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>23. Annual leave</b></p> <p><b>23.1</b> Annual leave is provided for in the NES.</p> <p><b>23.2 Payment for annual leave</b></p> <p>In addition to the payment provided for in the NES, an employer is required to pay leave loading of <b>17.5%</b> of that payment.</p>
<p><b>24.3 Annual leave in advance</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>23.3 Annual leave in advance</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>

<p><b>24.4 Cashing out of annual leave</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>23.4 Cashing out of annual leave</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>24.5 Excessive leave accruals: general provision</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>23.5 Excessive leave accruals: general provision</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>24.6 Excessive leave accruals: direction by employer that leave be taken</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>23.6 Excessive leave accruals: direction by employer that leave be taken</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>24.7 Excessive leave accruals: request by employee for leave</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>23.7 Excessive leave accruals: request by employee for leave</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>25. Personal/carer's leave and compassionate leave</b></p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p><b>24. Personal/carer's leave and compassionate leave</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><i>Clause inserted</i></p>	<p><b>25. Parental leave and related entitlements</b></p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p><b>26. Community service leave</b></p> <p>Community service leave is provided for in the NES.</p>	<p><b>27. Community service leave</b></p> <p><i>Provision not reproduced - no change</i></p>
<p><b>27. Public holidays</b></p> <p><b>27.1</b> Public holidays are provided for in the NES.</p> <p><b>27.2</b> An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement. Any agreement must be recorded in writing and be available to every affected employee.</p>	<p><b>26. Public holidays</b></p> <p><b>26.1</b> Public holiday entitlements are provided for in the NES.</p> <p><b>26.2 Public holiday substitution</b></p> <p>(a) An employer and their employees may agree to substitute another day for any day prescribed in clause 26—Public holidays.</p> <p>(b) The consent of the majority of affected employees will constitute agreement under this clause.</p> <p>(c) Any agreement must be recorded in writing and be available to every affected employee.</p>

<p><b>27.3</b> In the case of Christmas Day where substitution occurs, work on 25 December will attract an additional loading of half a normal day’s wage for a full day’s work in addition to the Saturday/Sunday rate and the employee will also be entitled to the benefits of the substituted public holiday.</p>	<p><b>(d)</b> In the case of Christmas Day where substitution occurs, work on 25 December will attract an additional loading of half a normal day’s wage for a full day’s work in addition to the Saturday/Sunday rate and the employee will also be entitled to the benefits of the substituted public holiday.</p>
<p><b>27.4</b> An employee who works only on a standard Monday to Friday roster will not receive compensation for Easter Saturday or Anzac Day when it occurs on a weekend.</p>	<p><b>26.3</b> An employee who works only on a standard Monday to Friday roster will not receive compensation for Easter Saturday or Anzac Day when it occurs on a weekend.</p>
<p><b>27.5 Time off instead of payment for penalty rates</b></p> <p><b>(a)</b> Time off instead of payment of the penalty rate prescribed for work on a public holiday pursuant to this clause may be provided if an employee so elects and it is agreed by the employer.</p> <p><b>(b)</b> Such time off must be taken at a mutually convenient time and within four weeks of the public holiday or, where agreed between the employee and the employer, may be accumulated and taken as part of annual leave.</p> <p><b>(c)</b> Time off instead of payment for penalty rates must equate to the penalty rate, i.e. if the employee works three hours on a public holiday and the additional penalty rate is time and a half and the employee elects to take time of instead of payment the time off would equal 4.5 hours.</p> <p><b>(d)</b> All work performed on a public holiday or a substituted day will be paid at the rate of double time and a half.</p>	<p><b>26.5 Time off instead of payment for penalty rates</b></p> <p><b>(a)</b> Time off instead of payment of the penalty rate prescribed for work on a public holiday pursuant to clause 26 may be provided if an employee so elects and it is agreed by the employer.</p> <p><b>(b)</b> Such time off must be taken at a mutually convenient time and within four weeks of the public holiday or, where agreed between the employee and the employer, may be accumulated and taken as part of annual leave.</p> <p><b>(c)</b> Time off instead of payment for penalty rates must equate to the penalty rate, e.g. if the employee works three hours on a public holiday and the additional penalty rate is <b>150%</b> of the minimum hourly rate and the employee elects to take time off instead of payment, the time off would equal 4.5 hours.</p> <p><b>(d)</b> All work performed on a public holiday or a substituted day will be paid at <b>250%</b> of the employee’s minimum hourly rate.</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p><b>26.4 Part-day public holidays</b></p> <p>For provisions relating to part-day public holidays see Schedule F—2016 Part-day Public Holidays.</p>
<p><b>Schedule A —Transitional Provisions</b></p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>

<p><b>Schedule B—Supported Wage System</b> <i>Provision not reproduced - no change</i></p>	<p><b>Schedule B—Supported Wage System</b> <i>Provision not reproduced - no change</i></p>
<p><b>Schedule C—2016 Part-day Public Holidays</b> <i>Provision not reproduced - no change</i></p>	<p><b>Schedule F—2016 Part-day Public Holidays</b> <i>Provision not reproduced - no change</i></p>
<p><b>Schedule D—Agreement to Take Annual Leave in Advance</b> <i>Provision not reproduced - standard clause - no change</i></p>	<p><b>Schedule D—Agreement to Take Annual Leave in Advance</b> <i>Provision not reproduced - standard clause - no change</i></p>
<p><b>Schedule E—Agreement to Cash Out Annual Leave</b> <i>Provision not reproduced - standard clause - no change</i></p>	<p><b>Schedule E—Agreement to Cash Out Annual Leave</b> <i>Provision not reproduced - standard clause - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule A—Adjustment of Casual and Penalty Rates</b> <i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule C—Expense-related Allowances</b> <i>Provision not reproduced</i></p>