

The Exposure Draft was first published on 16 November 2017. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
21 November 2016	Exposure Draft	
23 March 2018	Incorporates change resulting from PR583027	23.7(a)
	Incorporate changes resulting from PR585800	21.1, 21.2
	Incorporates changes resulting from [2017] FWCFB 3500 , PR592220 , PR592370 , PR592689	16, 17, 22, Schedule A, Schedule B, Schedule C
	Incorporates changes resulting from [2017] FWCFB 3433	1.2, 2, 30.6
	Incorporates changes resulting from [2017] FWCFB 3541	11
	Incorporate changes resulting from PR598110	Schedule F
	Incorporates change resulting from [2018] FWCFB 1548	16.2(b), 16.2(k)

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

EXPOSURE DRAFT

Mannequins and Models Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the ***Mannequins and Models Award 2010*** (the Mannequins award) as at 16 November 2016. This exposure draft does not seek to amend any entitlements under the Mannequins award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/277](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

Table of Contents

Part 1— Application and Operation of this Award.....	4
1. Title and commencement.....	4
2. Definitions	4
3. The National Employment Standards and this award.....	5
4. Coverage	5
5. Effect of variations made by the Fair Work Commission	6
6. Award flexibility for individual arrangements	6
7. Facilitative provisions for flexible working practices	8
Part 2— Types of Employment and Classifications	8
8. Types of employment	8
9. Full-time employees	8
10. Part-time employees	8
11. Casual employees	9
Part 3— Hours of Work	11
12. Ordinary hours of work.....	11
13. Rosters	12
14. Breaks	12
15. Additional provisions for mannequins and models.....	13
Part 4— Wages and Allowances.....	13
16. Minimum wages	13
17. Allowances.....	17
18. Accident pay	20
19. Payment of wages	21
20. Superannuation	22
Part 5— Overtime and Penalty Rates	24
21. Overtime	24
22. Penalty rates for full-time or part-time employees	25
Part 6— Leave and Public Holidays	26
23. Annual leave	26
24. Personal/carer’s leave and compassionate leave	29
25. Parental leave and related entitlements.....	29
26. Public holidays.....	29
27. Community service leave.....	30

Part 7— Consultation and Dispute Resolution	31
28. Consultation about major workplace change	31
29. Consultation about changes to rosters or hours of work	31
30. Dispute resolution.....	32
Part 8— Termination of Employment and Redundancy	33
31. Termination of employment.....	33
32. Redundancy	33
33. Transfer to lower paid job on redundancy.....	33
34. Employee leaving during redundancy notice period.....	34
35. Job search entitlement	34
Schedule A —Adjustment of Casual and Penalty Rates	35
Schedule B —Expense-related allowances	37
Schedule C —Supported Wage System	38
Schedule D —Agreement to Take Annual Leave in Advance	41
Schedule E —Agreement to Cash Out Annual Leave	42
Schedule F —2017 Part-day Public Holidays	43

DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

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

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

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.

2. Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

booking means the period of engagement advised by the employer

compere means a person whose work is compering mannequin parades

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

exempt public sector superannuation scheme has the meaning given by 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 to that work

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)

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the Act *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 weekly rate for a house mannequin or model in clause 16.1(a).

3. The National Employment Standards and this award

- 3.1 The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1 This occupational award covers employers throughout Australia who employ mannequins and models to the exclusion of any other modern award.
- 4.2 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.
- 4.3 This award does not cover:
 - (a) an employee excluded from award coverage by the Act;
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and*

Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees; or

- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), or employers in relation to those employees.

4.4 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.

5. Effect of variations made by the Fair Work Commission

A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

6. Award flexibility for individual arrangements

6.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

6.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

6.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

- 6.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 6.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).
- 6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.
- 6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

7. Facilitative provisions for flexible working practices

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

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
26.2	Public holidays—substitution	The majority of employees
26.5	Time off instead of payment for penalty rates	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

8.2 At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be a full-time, part-time or casual employee.

9. Full-time employees

A full-time employee is engaged to work an average of 38 hours per week on up to five days in any week.

10. Part-time employees

10.1 A part-time employee:

- (a) works less than full-time hours of 38 per week; and
- (b) has reasonably predictable hours of work.

- 10.2** 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.
- 10.3** 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:
- (a) the hours worked each day;
 - (b) the days of the week the employee will work;
 - (c) the actual starting and finishing times of each day;
 - (d) the times of taking and the duration of meal breaks;
 - (e) that the minimum daily employment is three hours;
 - (f) that all time worked in excess of agreed hours is paid at the overtime rate; and
 - (g) that any variation to the agreement must be in writing;
- 10.4** Any agreement to vary the regular pattern of work must be made in writing before the variation occurs.
- 10.5** The agreement and any variation to it must be retained by the employer and a copy given by the employer to the employee.

11. Casual employees

Casual employment provisions may be affected by [AM2014/197](#)

A Full Bench expressed the provisional view that there was to be a 2 hour minimum engagement for casual employees in awards that do not contain daily minimum engagement. See [\[2017\] FWCFCB 3541](#) at [408].

*In the Mannequins and Models Award 2010, no minimum is required where specified notice of cancellation/postponement provided

- 11.1** A casual employee is an employee who is engaged and paid as a casual employee.
- 11.2 General conditions of a written contract**
- 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:
- (a) what the employee is to wear or not wear;
 - (b) where, and under what conditions, the work is to be carried out;
 - (c) whether the employer requires the employee to work exclusively for the employer for the duration (or part thereof) of the engagement;

- (d) whether the employee will at any time be required to hold themselves on call and if so for what period(s) of time;
- (e) whether the employee will be required to wear their hair in any particular style or colour;
- (f) the way in which the work will be photographed or otherwise recorded; and
- (g) the purpose for which the work, photograph, film, tape or other record will be used.

11.3 Cancellations and postponements

- (a) In the case of a person engaged to perform work for less than a day, the following will apply:
 - (i) if work is cancelled on location, the full amount for the booking is to be paid;
 - (ii) if less than 24 hours' notice of cancellation or postponement is given, the full amount for the booking will be paid;
 - (iii) if between 24 and 48 hours' notice of cancellation or postponement is given, half the booking amount will be paid;
 - (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;
 - (v) if at least 48 hours' notice of cancellation or postponement is given, no payment is required; and
 - (vi) if work is cancelled because weather conditions do not permit the satisfactory performance of work, no payment is required.

Parties are asked to comment on whether the provisions of clauses 11.3(b) and 11.3(c) apply to postponements well as cancellations.

- (b) In the case of engagements of between part of a day and one week in duration:
 - (i) if less than 48 hours' notice of the cancellation is given, the full amount for the booking will be paid; or
 - (ii) if 48 hours' or more notice of the cancellation is given, no payment is required.

Parties are asked to comment on whether clause 11.3(a) should apply to engagements of up to one day, and clause 11.3(b) apply to engagements of more than one day and less than one week.

- (c) In the case of engagements of one week's duration or longer:
 - (i) if less than 14 days' notice of cancellation is given, one week's casual wages will be paid; or

- (ii) if 14 days' notice or more notice of the cancellation is given, no payment is required.

11.4 Provisions for models

- (a) Where a person is engaged to perform work for part of a day the following will apply:
 - (i) 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
 - (ii) 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.
- (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.

Part 3—Hours of Work

12. Ordinary hours of work

- 12.1 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.
- 12.2 Ordinary hours will be worked on not more than five days in any week, within the times set out in clause 12.4.
- 12.3 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.

12.4 Spread of ordinary hours

The spread of ordinary hours will be as follows:

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

13. Rosters

- 13.1** 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.

Parties are asked to comment on whether clause 13.1 should also apply to part-time employees.

- 13.2** Employees must be notified at least one week in advance of any change in the roster.
- 13.3** The roster may be changed by mutual agreement between the employer and the employee.
- 13.4** 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.
- 13.5** Changes to rosters are subject to clause 29—Consultation about changes to rosters or hours of work.

14. Breaks

14.1 Rest breaks

- (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.

Parties are asked to comment on whether clause 14.1 applies to mannequins as well as models, and whether this includes house models (and house mannequins, as the case may be), and whether rest breaks are paid.

- (b) Rest breaks will be taken at times that will not interfere with the continuity of work where continuity is necessary.

14.2 Meal breaks

- (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.
- (b) All employees will be allowed to leave the establishment where the work is being carried out for the whole of their break.
- (c) An employee and employer may agree that the meal break for lunch will be 30 minutes.

15. Additional provisions for mannequins and models

Parties are asked to comment on whether clause 15 applies to house mannequins and models.

- 15.1** 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.
- 15.2** 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.
- 15.3** 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.

Parties are asked to comment on whether clause 15.3 above applies to mannequins as well as models.

Part 4—Wages and Allowances

Parties are asked to comment whether a compere can be employed on a full-time or part-time basis and, if so, what are their minimum rates.

16. Minimum wages

Monetary amounts in this clause adjusted as a result of AWR 2017

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) **\$766.70** per week; or
- (ii) **\$20.18** per hour.

(b) Junior rates – house mannequins and models

The minimum rates for a junior house mannequin or model (under 18 years of age) are calculated in accordance with the following table:

Age	% of rate for house mannequin or model
15 years of age	60
16 years of age	75
17 years of age	90

Age	% of rate for house mannequin or model
18 years of age and over	100

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

Duration of engagement	\$
One hour or part thereof	98.12
Up to two hours	155.37
Up to four hours	237.56
Half day rate	238.63
Full day rate	476.19

(b) Trade showings or parades

16.2(b) varied by [\[2018\] FWCFB 1548](#) at [545]

Duration/time of engagement	\$
9.00 am to 5.30 pm (ready to start at 9.00 am)	216.52 per day
Day extended beyond 5.30 pm (minimum 1 hour payment)	36.54 per hour
Half day (maximum 4 consecutive hours)	120.89 per half day
Single showing (maximum 1 hour) commencing after 5.30 pm	81.64 per showing
Evening showing (maximum time 2 consecutive hours)	162.64 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)	188.55 per parade
Single parade finishing after 6.00 pm (maximum 2 consecutive hours)	213.38 per parade

(d) Mannequins showing foundation garments

(i) Manufacturers' or agents' or showroom work

Duration/time of engagement	\$
-----------------------------	----

Duration/time of engagement	\$
Full day—9.00 am to 5.30 pm	240.80 per day
Half day (maximum 4 consecutive hours)	120.89 per half day
Evening show parade starting after 5.30 pm (maximum 2 consecutive hours)	166.44 per parade

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.

(ii) Store or public parades

Store or public parades (maximum 2 consecutive hours)—**\$265.32** per parade.

(e) Repetitive parades (paradettes) other than manufacturers’ and agents’ showings exclusive trade

Duration/day of engagement	\$
Engagement of maximum of 2 consecutive hours on 1 or 2 days (Monday to Friday)	213.38 per day
Engagement of maximum of 2 consecutive hours on 3 or more days (Monday to Friday)	162.64 per day
Engagement of maximum of 2 consecutive hours on a Saturday	213.38 per engagement
Hourly rate where work performed continues beyond the 2 hour engagement	55.73 per hour

(f) Rehearsals

(i) Duration/day of engagement

	\$
Engagement of maximum of 2 consecutive hours on 3 or more days (Monday to Friday)	162.64
Engagement of maximum of 2 consecutive hours on a Saturday	213.38
Hourly rate where work performed continues beyond the 2 hour engagement	55.73

(ii) **Type/duration of rehearsal**

	\$
Not dress rehearsal, immediately preceding parade	55.73 per hour or part thereof
Not dress rehearsal, other than immediately preceding parade (maximum 2 consecutive hours)	143.56 per rehearsal
Full dress (maximum 2 consecutive hours)	Same as for parades

(g) **Fitting payment**

For a fitting requested by the employer—**\$54.01** per hour or part thereof.

(h) **Test shots for models**

(i) 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.

(ii) Shots for layout purposes (trial shots) are to be paid for at the applicable rate.

(i) **Provisions for mannequins**

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.

(j) **Additional rates**

(i) **Trade showings or parades**—an additional **\$40.87** per showing or parade for an earlier start than 9.00 am.

(ii) **Freelance comperes—mannequin parades**

- Not required to prepare scripts—the applicable amount for mannequins plus an additional **\$38.41** per engagement.
- Required to prepare script for repetitive parades—the applicable amount for mannequins plus an additional **\$87.40** per engagement.
- Comperes required to prepare script for a single parade—the applicable amount for mannequins plus an additional **\$133.79** per engagement.

16.2(k) varied by [\[2018\] FWCFB 1548](#) at [544]

- (k) **Billboards/posters**—when the photograph(s) taken are used for large billboards or posters (minimum size 6 meters by 3 meters ~~20 feet by 10 feet~~), an additional payment of **\$207.70** will be paid to each model involved.
- (l) **Mannequins other than manufacturers’ and agents’ showings exclusively to the trade**—an additional **\$54.28** for an exclusive parade where the media is present.

See Schedule A for a method of calculation and adjustment of payments in clause 16.2(j) and (k).

16.3 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage see Schedule C—Supported Wage System.

17. Allowances

- 17.1 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.

Monetary amounts in this clause adjusted as a result of AWR 2017

17.2 Clothing and accessories

- (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.
- (b) Clause 17.2(a) will not apply where an employer provides such clothing or accessories payment.
- (c) Items provided by the employer remain the property of the employer.

17.3 Full-time and part-time employees

(a) Transport allowances

- (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 **\$0.78** per kilometre.
- (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:
 - the employee’s regular means of transport is not available; and

- the employee is unable to arrange their own alternative transport.

(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.

(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 **\$12.94**. Provided that where such overtime work exceeds four hours a further meal allowance of **\$11.60** 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 **\$12.94**.

Parties are asked to clarify the interaction between clauses 17.3(c)(i) and (ii) – does clause 17.3(c)(ii) mean a second meal allowance on a Monday – Friday is \$12.80 rather than \$11.47.

- (iii) **Overtime on Sunday**—an employee required to work more than four hours overtime on a Sunday will be paid a meal allowance of **\$12.94** and a further **\$11.60** 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.

Parties are asked to comment on what is meant by 'entrée or joint' and whether another phrase can be used for the same effect.

- (v) **Payment**—meal money must be paid on the same day as the overtime is worked or in the weekly or fortnightly pay.

17.4 Casual employees

Parties are asked to comment on whether clause 17.4(a) and (b) applied to only models, or models *and* mannequins.

(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.

Parties are asked to comment on what should occur when the engagement is outside the 50 km radius of one location but within the 50 km radius of the other.

- (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.

Parties are asked to clarify whether the 240 km journey includes the return trip.

- (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.

(c) Hair treatment

- (i) The cost of any hair treatment required by the employer of a mannequin or model for an assignment will be reimbursed by the employer.
- (ii) 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.

(d) Reproduction of photographs or film

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.

(e) On-call allowance

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.

See Schedule B for a summary of monetary allowances.

18. Accident pay

18.1 Definitions

- (a) Accident pay** means a weekly payment made to an employee by the employer that is the difference between the weekly amount of compensation the employee is entitled to receive pursuant to the applicable workers' compensation legislation and the employee's weekly wage payable under this award for the classification of work if the employee had been performing their normal duties (not including over award payments, shift loadings or overtime).
- (b) Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employer.

18.2 Entitlement to accident pay

The employer must pay accident pay where an employee suffers an injury and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation for a maximum period of 26 weeks.

18.3 Calculation of the period

- (a)** The 26 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.
- (b)** The termination by the employer of the employee's employment within the 26 week period will not affect the employee's entitlement to accident pay.
- (c)** For a period of less than one week, accident pay will be calculated on a pro rata basis.

18.4 When not entitled to payment

An employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

18.5 Return to work

If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

18.6 Redemptions

In the event that an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date the employee receives that payment.

18.7 Damages independent of the Acts

Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such employee will be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee will not be entitled to any further accident pay thereafter.

18.8 Casual employees

For a casual employee, the weekly payment referred to in clause 18.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings or overtime.

19. Payment of wages

19.1 Wages may be paid in cash, or by cheque or electronic funds transfer.

Payment within a specific period after pay cycle is being considered in matter [AM2016/8](#)

19.2 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.

19.3 Frequency of payment for full-time employees

(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 week or fortnight.

(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.

19.4 Frequency of payment for part-time employees

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.

19.5 Frequency of payment for casual employees

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.

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.

20. Superannuation

20.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

An employer must make such 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.

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Retail Employees Superannuation Trust (REST);
- (b) AustralianSuper;
- (c) Tasplan;
- (d) CareSuper;
- (e) Sunsuper;
- (f) Media Super;
- (g) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund or its successor fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

21. Overtime

21 amended in accordance with [PR585800](#)

21.1 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:

- (a) **150%** of the minimum hourly rate for the first three hours; and
- (b) **200%** of the minimum hourly rate after three hours.

21.2 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 21.2 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.2 will apply for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (h) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 21.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.2.

22. Penalty rates for full-time or part-time employees

22.1 Evening and Saturday work

Monetary amounts in this clause adjusted as a result of AWR 2017

(a) House mannequin or model

- (i) An additional **\$4.83** 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.
- (ii) An additional **\$9.97** 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.

Parties are asked to clarify when each of the above allowances are payable given that ordinary hours on a Thursday and Friday are from 7.00 am to 6.00 pm (clause 12.4).

(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	2.91
16 years of age	3.60
17 years of age	4.37
18 years of age and over	4.83

- (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	5.98

Age	\$ per hour
16 years of age	7.44
17 years of age	8.97
18 years of age and over	9.97

See Schedule A.2 for method of calculating and adjusting penalty rates in clause 22.1.

22.2 Sunday work

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

Part 6—Leave and Public Holidays

23. Annual leave

23 amended in accordance with [PR583027](#). (23.7(a) deleted)

23.1 Annual leave is provided for in the NES.

23.2 Payment for annual leave

In addition to the payment provided for in the NES, an employer is required to pay leave loading of **17.5%** of that payment.

23.3 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 23.3 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) The employer must keep a copy of any agreement under clause 23.3 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 23.3, the employer may deduct from any money due to the employee on termination an amount equal to the

amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

23.4 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.4.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.4.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 23.4 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 23.4 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 23.4 as an employee record.

Note 1: Under section 344 of the Act Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.4.

Note 2: Under section 345(1) of the Act Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.4.

Note 3: An example of the type of agreement required by clause 23.4 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

23.5 Excessive leave accruals: general provision

Note: Clauses 23.5 to 23.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 23.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

23.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.5, 23.6 or 23.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 23.6(b)(i).

Note 2: Under section 88(2) of the Act ~~Fair Work Act~~, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

23.7 Excessive leave accruals: request by employee for leave

- ~~(a) Clause 23.7 comes into operation from 29 July 2017.~~

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 23.6(a) that, when any other paid annual leave arrangements (whether made under clause 23.5, 23.6 or 23.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.5, 23.6 or 23.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

24. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

25. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

26. Public holidays

This public holiday provision may be affected by [AM2014/301](#)

26.1 Public holiday entitlements are provided for in the NES.

26.2 Public holiday substitution

- (a) An employer and their employees may agree to substitute another day for any day prescribed in clause 26—Public holidays.
- (b) The consent of the majority of affected employees will constitute agreement under this clause.
- (c) Any agreement must be recorded in writing and be available to every affected employee.
- (d) 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.

Parties are asked to clarify the rate of pay for employees working on a public holiday, including Christmas Day.

26.3 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.

26.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule F—2017 Part-day Public Holidays.

26.5 Time off instead of payment for penalty rates

- (a) 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.
- (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.
- (c) 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 **150%** of the minimum hourly rate and the employee elects to take time off instead of payment, the time off would equal 4.5 hours.
- (d) All work performed on a public holiday or a substituted day will be paid at **250%** of the employee's minimum hourly rate.

27. Community service leave

Community service leave is provided for in the NES.

Part 7—Consultation and Dispute Resolution

28. Consultation about major workplace change

(a) Employers to notify

- (i) 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 must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 28(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 28(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

29. Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

30. Dispute resolution

- 30.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 30.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 30.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 30.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 30.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 30.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

Parties are to consider the proposed variations regarding ‘occupational health and safety’. See [\[2017\] FWCFB 3433](#) at [382].

- 30.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable ~~occupational~~ work health and safety legislation, an employee must not unreasonably fail to comply with

a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 8—Termination of Employment and Redundancy

31. Termination of employment

31.1 Notice of termination is provided for in the NES.

31.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

32. Redundancy

32.1 Redundancy pay is provided for in the NES.

32.2 Severance pay—employees of a small employer

In addition to the provisions set out in the NES, an employee of a small employer as defined in clause 2—Definitions whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

33. Transfer to lower paid job on redundancy

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

34. Employee leaving during redundancy notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

35. Job search entitlement

35.1 Job search entitlement for notice of termination of employment

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

35.2 Job search entitlement—redundancy

(a) Time off for seeking other employment

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) Proof of attendance

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

Schedule A—Adjustment of Casual and Penalty Rates

Monetary amounts in this clause adjusted as a result of AWR 2017

A.1 Casual mannequins and models

The additional rates for Casual mannequins and models in clause 16.2(j) and 16.2(l) are based on the standard rate as defined in Clause 2—Definitions as the minimum weekly rate for a house mannequin or model in clause 16.1(a) = **\$766.70**

Allowance	Clause	% of standard rate \$766.70	\$ per engagement unless stated otherwise
Trade showings or parades	16.2(j)(i)	5.33	40.87 per showing or parade
Freelance comperes— mannequin parades:	16.2(j)(ii)		
Not required to prepare a script		5.01	38.41
Required to prepare a script for repetitive parades		11.40	87.40
Required to prepare a script for a single parade		17.45	133.79
Billboards/posters	16.2(k)	27.09	207.70 additional payment to each model involved
Mannequins—other than manufacturers’ and agents’ showings exclusively to the trade	16.2(l)	7.08	54.28 per exclusive parade where media is present

Parties are asked whether the award should contain a method for adjusting the rates in clause 16.2(a)–(f) if a flat dollar increase is granted.

Clause 5.1 of the pre-reform award – *Mannequins and Models Award 2000* [[AW808516 PR905555](#)] provided that rates were adjusted in line with changes to the house model rate.

If parties agree, the table in Schedule A1 could be expanded to include the rates in clause 16.2(a)–(f) by reference to the standard rate to provide transparency when adjusting them following an Annual Wage Review.

A.2 Penalty rates

The penalty rates in clause 22 of this award are based on the standard rate as defined in clause 2 as the minimum weekly rate for a house mannequin or model in clause 16.1= **\$766.70**

Overtime or Penalty Rate	Clause	% of standard rate \$766.70	\$ per hour
Evening and Saturday work:	22.1		
House mannequin or model— between 6.00 pm and 9.00 pm on a weekday	22.1(a)(i)	0.63	4.83
House mannequin or model— between 7.00 am and 6.00 pm on a Saturday	22.1(a)(ii)	1.30	9.97
Evening and Saturday work—juniors:	22.1(b)		
Ordinary hours between 6.00 pm and 9.00 pm on a weekday:	22.1(b)(i)		
15 years of age		0.38	2.91
16 years of age		0.47	3.60
17 years of age		0.57	4.37
18 years of age and over		0.63	4.83
Ordinary hours between 7.00 am and 6.00 pm on a Saturday:	22.1(b)(ii)		
15 years of age		0.78	5.98
16 years of age		0.97	7.44
17 years of age		1.17	8.97
18 years of age and over		1.30	9.97

A.3 Adjustment of casual and penalty rates

Payments in this schedule are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

Schedule B—Expense-related allowances

The following expense-related allowances will be payable to employees in accordance with clause 17—Allowances:

Allowance	Clause	\$
Full-time and part-time employees:		
Transport allowance—use of own motor vehicle	17.3(a)(i)	0.78 per km
Meal allowances:	17.3(c)	
Overtime—at least one hour	17.3(c)(i)	12.94 per occasion
Overtime—exceeds four hours	17.3(c)(i)	11.60 per occasion
Late night—second meal break	17.3(c)(ii)	12.94 per occasion
Overtime on Sunday	17.3(c)(iii)	12.94 per occasion
Overtime on Sunday—more than eight hours' work	17.3(c)(iii)	11.60 per occasion
Casual employees:		
Travelling allowances:	17.4(a)	
11km up to 25km from capital city GPO	17.4(a)(i)	10.72 per engagement
25km up to 50km from capital city GPO	17.4(a)(ii)	21.50 per engagement
Distant work, fares and accommodation—use of own motor vehicle	17.4(b)(v)	0.78 per km

B.1.1 Adjustment of expense-related allowances

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.

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:

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

Schedule C—Supported Wage System

Monetary amounts adjusted as a result of [PR592689](#)

C.1 This schedule 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.

C.2 In this schedule:

approved 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

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

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

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule 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.

C.3.2 This schedule 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 employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than **\$84** per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must 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 workers in the area.

C.10 Trial period

- C.10.1** 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 schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$84 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule E—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule F—2017 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

Schedule F amended in accordance with [PR598110](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

F.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2017) or New Year’s Eve (31 December 2017) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

DRAFT