

PAY AND CONDITIONS GUIDE

Mannequins and Models Award 2010 [MA000117] ('modern award')

replacing terms and conditions in or derived from

Personal and Other Services Industry Sector - Minimum Wage Order - Victoria 1997 [AP793092] ('pre-modern award')

(VIC)

Effective from 01 July 2012.

Published 09 May 2013

Background

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

Transitional arrangements

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to 'transition' employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the 'phasing in' of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from the first pay period on or after 01 July 2012. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia's annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

Transitional arrangements for Division 2B State awards

Division 2B State awards (other than Division 2B enterprise awards) terminate at the end of 31 December 2010 and, from 1 January 2011, employers and employees are covered by the relevant modern award. However, most modern awards provide that all the terms of Division 2B State awards continue to apply until the end of the full pay period which started before 1 February 2011.

The employers affected include sole traders, partnerships, other unincorporated entities and non-trading corporations in New South Wales, Queensland, South Australia and Tasmania who are covered by a Division 2B State award.

From the first full pay period starting on or after 1 February 2011, an employer who was covered by a Division 2B State award, must comply with all of the terms and conditions contained in their relevant modern award, and any transitional arrangements that apply. Transitional arrangements in most modern awards for Division 2B State award employers provide that from the first full pay period starting on or after 1 February 2011, they must pay at least the same minimum wage rates, penalties and loadings as national system employers who are transitioning from the equivalent NAPSA. There are some exceptions and special transitional arrangements that apply in certain situations. If you require help determining whether these exceptions or special transitional arrangements apply to you, please contact the Fair Work Infoline on 13 13 94.

Note: Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

Who should use the guide?

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award and who are now covered by this modern award.

A guide that has an AP (Pre-reform award) code typically applies to employees employed by a constitutional corporation. Usually these are companies that engage in trading or financial activities. Private companies are often identified by the 'Pty Ltd' in their name. It applies to employers in those categories who were bound by the award immediately prior to 01 January 2010.

A guide that has an AN (Notional agreement preserving State awards) code also typically applies to employees employed by a constitutional corporation. However, unlike pre-reform awards these are notional federal agreements that were created on 27 March 2006. Generally, they preserved the terms and conditions of employment (not including wage rates) in state awards and/or state legislation that applied immediately before 27 March 2006 to employees of constitutional corporations in NSW, QLD, SA, WA and TAS where State award/laws applied to those employers prior to 27 March 2006.

A guide that has an AT code typically applies to employees employed by non-constitutional corporations immediately before 27 March 2007 where the employer was bound by a Federal award. These will be sole traders, partnerships, other unincorporated entities or non-trading/financial corporations.

The guide contains information from this modern award about:

- who the modern award covers;
- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

What if an agreement applies to employees covered by the modern award?

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

Coverage

This award covers employers throughout Australia who employ mannequins and models to the exclusion of any other modern award.

The award does not cover an employee excluded from award coverage by the Act.

The award does not cover 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.

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 Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

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.

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.

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.

Wages

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review.

For more information about transitional arrangements for minimum wage entitlements, please visit www.fairwork.gov.au

Casual employees

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit www.fairwork.gov.au for information about penalty entitlements for casual employees.

*Post 26 March 2006 employer

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

Adult

The rates in this guide are current from the first pay period on or after 01 July 2012 until the final pay period before 01 July 2013 only.

Full & Part Time

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
House mannequin or model (18 years of age or over)	General stream, Personal and other services employees, Level 7	\$17.61

Junior

The rates in this guide are current from the first pay period on or after 01 July 2012 until the final pay period before 01 July 2013 only.

Full & Part Time

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
15 years of age	Photographic Industry Employees, 16 & under	\$10.90
15 years of age	Other junior employees, Under 16	\$9.71
16 years of age	Photographic Industry Employees, 16 & under	\$12.59
16 years of age	Other junior employees, 16 years	\$11.98
17 years of age	Photographic Industry Employees, 17 years	\$15.16
17 years of age	Other junior employees, 17 years	\$14.26
18 years of age and over	Photographic Industry Employees, 18 years	\$17.16
18 years of age and over	Other junior employees, 18 years	\$15.98

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
18 years of age and over	Other junior employees, 19 years	\$16.57

Apprentice

Apprentice employees are not covered by this guide for the modern award and pre-modern award.

Trainee

Trainee provisions are not covered in this Modern Award.

Supported Wage

Please refer to clause 13.4 of the modern award.

For detail of the supported wage provisions see the full version of the modern award.

Penalties and Loadings (other than casual or part-time loadings for ordinary hours)

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

Transitional arrangements

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are "equivalent" or not.

- A pre-modern award loading/penalty will be "equivalent" to a modern award entitlement where the loading/penalty applies:
 - for the same purpose (e.g. Saturday penalty);
 - for the same time periods; and
 - in the same way#.
 - #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
 - paid at the same frequency, such as per hour or per shift; and
 - paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee's classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

Equivalent entitlements

If the pre-modern award loading/penalty rate is "equivalent" to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a “transitional percentage”. The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

First full pay period on or after	Proportion of transitional percentage
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

Entitlements that are not equivalent

If pre-modern award and modern award penalty rates are not “equivalent”, the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of pre-modern award loading/penalty
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

1/01/2014 Modern award penalty	1/07/2010 Penalty rate (phased) (20.00%)
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

1/01/2010 Pre-modern award penalty	1/07/2010 Penalty rate (phased) (80.00%)
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
100.00%	80.00%
120.00%	96.00%
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

New entitlements

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

1/07/2014	1/07/2010
Modern award penalty	Penalty rate (phased)
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit www.fairwork.gov.au and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.

Allowances

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

All states covered by this instrument Full Time, Part Time

Clause	Allowance Type	Description	Effective Date	Rate
14.2(a)(i)	Transport allowance	Where an employer occasionally requires an employee to use their own motor vehicle in the performance of their duties.	1/07/2012	\$0.7500 per km
14.2(c)(i)	Meal allowance	A meal allowance will be paid when required to work not less than one hour of overtime (Monday to Saturday inclusive) after their ordinary time of ending work. The above allowance 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.	1/07/2012	\$11.6600 per meal
14.2(c)(i)	Meal allowance	Further meal allowance will be paid where overtime work exceeds four hours. The above allowance 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.	1/07/2012	\$10.4500 Per meal
14.2(c)(ii)	Meal allowance	Late night—Meal allowance will be paid to an employee who is entitled to a second meal break on a weekday.	1/07/2012	\$11.6600 Per meal
14.2(c)(iii)	Meal allowance	Overtime on Sunday—an employee required to work more than four hours overtime on a Sunday will be paid a meal allowance.	1/07/2012	\$11.6600 Per meal

Clause	Allowance Type	Description	Effective Date	Rate
14.2(c)(iii)	Meal allowance	Overtime on Sunday—an employee required to work more than eight hours on Sunday will be paid a meal allowance.	1/07/2012	\$10.4500 Per meal

Casual

Clause	Allowance Type	Description	Effective Date	Rate
13.2(j)(i)	Other	Trade showings or parades—additional rate per showing or parade for an earlier start than 9.00 am.	1/07/2012	\$35.6630 Per showing or parade (202.54%)
13.2(j)(ii)	Other	Freelance comperes—mannequin parades: Additional rate when not required to prepare scripts.	1/07/2012	\$33.5219 Per engagement (190.38%)
13.2(j)(ii)	Other	Freelance comperes—mannequin parades: Additional rate when required to prepare script for repetitive parades.	1/07/2012	\$76.2774 Per engagement (433.20%)
13.2(j)(ii)	Other	Freelance comperes—mannequin parades: Additional rate where comperes required to prepare script for a single parade.	1/07/2012	\$116.7580 Per engagement (663.10%)
13.2(k)	Other	Billboards/posters—when the photograph(s) taken are used for large billboards or posters (minimum size 20 feet by 10 feet), additional rate will be paid for each model involved.	1/07/2012	\$181.2592 Per engagement (1,029.42%)
13.2(l)	Other	Mannequins other than manufacturers' and agents' showings exclusively to the trade—an additional payment for an exclusive parade where the media is present.	1/07/2012	\$47.3723 Per exclusive parade (269.04%)

Clause	Allowance Type	Description	Effective Date	Rate
14.3(a)(i)	Travel allowance	Within a distance of 50 km of the capital city GPO- If a model is required to travel in connection with an engagement within 50 km of the capital city GPO and the work location is 11 km or more but not exceeding 25 km from the capital city GPO.	1/07/2012	\$10.3200 Per engagement
14.3(a)(ii)	Travel allowance	Within a distance of 50 km of the capital city GPO-if a model is required to travel in connection with an engagement within 50 km of the capital city GPO and the work location is beyond 25 km and up to but not exceeding 50 km from the capital city GPO.	1/07/2012	\$20.6900 Per engagement
14.3(b)(iv)	Vehicle allowance	If mutually agreed that a model will use their own vehicle, the model will be paid a motor vehicle allowance for the actual distance travelled by the vehicle in connection with the engagement. The actual distance travelled will mean and include the distance travelled between the model's place of residence and the signment.	1/07/2012	\$0.7500 Per km
14.3(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 for 'Modelling for still photography, TV or movie appearances - duration of engagement one hour or part thereof' for all time spent on call.	1/07/2012	\$85.6500 per hour
14.3(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 for 'Modelling for still photography, TV or movie appearances - duration of engagement up to two hours' for all time spent on call.	1/07/2012	\$135.6100 Up to 2 hours

Clause	Allowance Type	Description	Effective Date	Rate
14.3(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 for 'Modelling for still photography, TV or movie appearances - duration of engagement up to four hours' for all time spent on call.	1/07/2012	\$207.3000 Up to four hours
14.3(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 for 'Modelling for still photography, TV or movie appearances - duration of engagement - half day rate' for all time spent on call.	1/07/2012	\$208.3000 Per half day
14.3(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 for 'Modelling for still photography, TV or movie appearances - duration of engagement - full day rate' for all time spent on call.	1/07/2012	\$415.6000 Per full day

Other Conditions

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

Note: The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit www.fairwork.gov.au

All states covered by this instrument

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	<p>An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to:</p> <ul style="list-style-type: none"> - arrangements for when work is performed - overtime rates - penalty rates - allowances - leave loading. <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>
8	Consultation (Instrument)	<p>The award contains information on the employer's responsibility to consult regarding major workplace change including the:</p> <ul style="list-style-type: none"> - duty to notify, and - duty to discuss change.
9	Dispute resolution (Instrument)	<p>The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).</p>
10.4	Part-time conditions (Instrument)	<p>A part-time employee is an employee who:</p> <ul style="list-style-type: none"> - works less than full-time hours of 38 per week; and - has reasonably predictable hours of work. <p>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> <ul style="list-style-type: none"> - the hours worked each day; - which days of the week the employee will work; - the actual starting and finishing times of each day; - that any variation to the agreement must be in writing; - that the minimum daily employment is three hours; - that all time worked in excess of agreed hours is paid at the overtime rate; and - the times of taking and the duration of meal breaks.

Clause	Conditions Type	Description
		<p>Any agreement to vary the regular pattern of work must be made in writing before the variation occurs.</p> <p>The agreement and variation to it must be retained by the employer and a copy given by the employer to the employee.</p> <p>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>
10.5	Casual conditions (Instrument)	<p>A casual employee is an employee engaged and paid as such.</p> <p>General conditions of a written contract</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> <ul style="list-style-type: none"> - what the employee is to wear or not wear; - where, and under what conditions, the work is to be carried out; - whether the employer requires the employee to work exclusively for the employer for the duration (or part thereof) of the engagement; - whether the employee will at any time be required to hold themselves on call and if so for what period(s) of time; - whether the employee will be required to wear their hair in any particular style or colour; - the way in which the work will be photographed or otherwise recorded; and - the purpose for which the work, photograph, film, tape or other record will be used. <p>Cancellations and/or postponements</p> <p>If a person engaged to perform work for less than a day, the following will apply:</p> <ul style="list-style-type: none"> - if less than 24 hours' notice of cancellation and/or postponement is given then the amount for the booking will be paid; - 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; - if at least 48 hours' notice of cancellation and/or postponement is given no minimum payment is required; - if work is cancelled on a weather check, no minimum payment is required; or - if work is cancelled on location, the full amount for the booking is to be paid. <p>Weather check means that weather conditions do not permit the satisfactory performance of work.</p>

Clause	Conditions Type	Description
		<p>For 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"> - if less than 48 hours' notice of the cancellation is given, the full amount for the booking will be paid; or - if 48 hours' or more notice of the cancellation is given, no minimum payment is required. <p>In the case of engagements of one week's duration or longer:</p> <ul style="list-style-type: none"> - if less than 14 days' notice of cancellation is given, one week's casual wages will be paid; or - if 14 days' notice or more is given, no minimum payment is required. <p>Provisions for models</p> <p>Attendance by models:</p> <p>If a person is engaged to perform work for part of a day the following will apply:</p> <ul style="list-style-type: none"> - 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 - 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>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>
11.2	Termination of employment - notice of termination by an employee (Instrument)	The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.
11.3	Termination of employment - job search entitlement (Instrument)	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.
12.2	Redundancy	Severance pay—employees of a small employer

Clause	Conditions Type	Description												
	(Instrument)	<p>In addition to the provisions set out in the NES, an employee of a small employer (an employer who employs fewer than 15 employees) 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:</p> <table border="0"> <tr> <td>Period of continuous service</td> <td>Severance pay</td> </tr> <tr> <td>Less than 1 year</td> <td>Nil</td> </tr> <tr> <td>1 year and less than 2 years</td> <td>4 weeks' pay</td> </tr> <tr> <td>2 years and less than 3 years</td> <td>6 weeks' pay</td> </tr> <tr> <td>3 years and less than 4 years</td> <td>7 weeks' pay</td> </tr> <tr> <td>4 years and over</td> <td>8 weeks' pay</td> </tr> </table>	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
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													
12.3	Redundancy - transfer to lower paid duties (Instrument)	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. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.												
12.4	Redundancy - employee leaving during notice period (Instrument)	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 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.												
12.5	Redundancy - job search entitlement (Instrument)	<p>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.</p> <p>If the employee has been allowed paid leave for more than one day, the employee must, by request, 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.</p>												
12.6	Redundancy - transitional provisions (Instrument)	<p>An employee is entitled to redundancy pay in accordance with the NAPSA that would have applied immediately prior to 1 January 2010 and that would have entitled the employee to redundancy pay in excess of the employee's entitlement under the NES. This includes employees engaged after 1 January 2010.</p> <p>The entitlement to redundancy pay under the NAPSA is limited to the amount which exceeds the entitlement under the NES.</p>												

Clause	Conditions Type	Description
		This clause does not reduce an employee's entitlement to redundancy pay under any other instrument and ceases to operate on 31 December 2014.
13.2(h) i,ii	Payment of wages (Instrument)	<p>Test shots for models 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>Shots for layout purposes (trial shots) are to be paid for at the applicable rate.</p>
13.2(i)	Payment of wages (Instrument)	<p>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.</p>
14.1	Clothing, equipment and tools (Instrument)	<p>Clothing and accessories 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>
14.2(a)(ii)	Transport of employees (Instrument)	<p>Full-time and part-time employees Where an employee is required to:</p> <ul style="list-style-type: none"> • start and/or finish work after 10.00 pm on any day or prior to 7.00 am on any day; • the employee's regular means of transport is not available; and • the employee is unable to arrange their own alternative transport, <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>

Clause	Conditions Type	Description
14.2(b)	Away from home/usual place of employment (Instrument)	<p>Full-time and part-time employees</p> <p>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:</p> <p>(i) reimbursement of fares to and from the place at which the employer requires the employee to work;</p> <p>(ii) reimbursement of all reasonable expenses incurred for board and lodging; and</p> <p>(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.</p>
14.2(c)(v)	Other (Instrument)	<p>Full-time and part-time employees</p> <p>Meal money must be paid on the same day as the overtime is worked or in the weekly or fortnightly pay.</p>
14.3(b)(i),(ii), (iii)	Transport of employees (Instrument)	<p>Casual employees</p> <p>Distant work, fares and accommodation</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
14.3(c)(i)	Other (Instrument)	<p>Casual Employees Hair treatment</p> <p>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>
14.3(d)	Other (Instrument)	<p>Casual Employees Reproduction of photographs or film</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>
15	District allowance (Instrument)	An employee in the Northern Territory or Western Australia is entitled to payment of a district allowance in accordance with the provisions of an award or NAPSA under the Workplace Relations Act 1996 that would

Clause	Conditions Type	Description
		<p>have applied to the employee immediately prior to 1 January 2010, providing that employee was not bound by an agreement under that Act.</p> <p>This clause ceases to operate on 31 December 2014.</p>
16	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> - a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee, and - that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument. <p>The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.</p>
17.1,17.2	Payment of wages (Instrument)	<p>Wages may be paid in cash, cheque or by electronic funds transfer.</p> <p>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>
18	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> - the employers responsibility to make superannuation contributions to a superannuation fund - the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund - the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.

Clause	Conditions Type	Description
19.1,19.2,19.3	Hours of work (Instrument)	<p>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 the award or over a longer period by agreement.</p> <p>Ordinary hours will be worked on not more than five days in any week, within the times set out in the award.</p> <p>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>
19.4	Span of hours (Instrument)	<p>Monday to Wednesday - 7.00 am to 9.00 pm</p> <p>Thursday, Friday and Saturday - 7.00 am to 6.00 pm</p>
20	Roster (Instrument)	<p>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>Provided that employees must be notified not less than one week in advance of any change in the roster.</p> <p>Provided that the roster may be changed by mutual agreement between the employer and the employee.</p> <p>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>
21.1	Breaks - rest (Instrument)	<p>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>Such rest pauses will be taken at times that will not interfere with the continuity of work where continuity is necessary.</p>
21.2	Breaks - meal (Instrument)	<p>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>All employees will be allowed to leave the establishment where the work is being carried out for the whole of their break.</p>

Clause	Conditions Type	Description
		An employee and employer may agree that the meal interval for lunch will be 30 minutes.
22	Other (Instrument)	<p>Additional provisions for models and mannequins 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>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>
24.2	Annual leave loading (Instrument)	In addition to the payment provided for in the NES, an employer is required to pay leave loading of 17.5% of that payment.
27.2, 27.4	Public holidays (Instrument)	<p>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>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>
27.5 a,b,c	Public holidays (Instrument)	<p>Time off instead of payment for penalty rates 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>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>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>
27.5(d)	Public holidays (Instrument)	All work performed on a public holiday or a substituted day will be paid at the rate of double time and a half.

Clause	Conditions Type	Description

Frequency of Payment

Full-time employees

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.

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.

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.

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.

IMPORTANT NOTE: Disclaimer

The Fair Work Ombudsman (FWO) is committed to providing useful, reliable information to help you understand your rights and obligations under workplace laws. The Pay and Conditions Guides are provided for that purpose.

There are factors that may affect the information contained in these Guides. These include:

- changes to pay rates, allowances, penalties or modern award provisions; eg after FWA's annual wage review which takes effect on 1 July each year
- changes to the Fair Work Act or other relevant legislation
- decisions of courts or Fair Work Australia, in particular regarding the effect of provisions in modern awards and pre-modern awards where those differ from the approach taken by the FWO.

The FWO will consider these matters and where appropriate update the Guides.

It is your responsibility to comply with workplace laws and industrial instruments that apply to you.

The information contained in these Pay and Conditions Guides is:

- general in nature and may not deal with all aspects of the law that are relevant to your specific situation; and
- not legal advice.

Therefore you may wish to seek your own independent professional advice to ensure all the factors relevant to your circumstances are properly considered.