

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

MODELS AND MANNEQUINS AWARD - STATE 2002

Pursuant to s. 698 of the *Industrial Relations Act 1999* Models and Mannequins Award - State 2002 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Models and Mannequins Award - State 2002 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

MODELS AND MANNEQUINS AWARD - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Models and Mannequins Award - State 2002.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 6 January 2003.

1.4 Award coverage

- 1.4.1 This Award applies to all Models and/or Mannequins engaged upon any of the classes of work for which rates of payment are prescribed in this Award and to their employers throughout the State of Queensland.
- 1.4.2 This Award shall not apply to employees engaged under any other Award of the Commission who do some modelling work in the course of the performance of their normal duties.

1.5 Area of operation

This Award shall operate throughout the State of Queensland.

1.6 Definitions

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.3 "Models" or "Mannequins" means and includes all persons offering for casual engagement as Models and/or Mannequins and derivatives of these words and shall apply to such Models and/or Mannequins whilst they are casually engaged upon any of the classes of work for which rates of payment are prescribed in clause 5.1.
- 1.6.4 "Union" means the Actors, Entertainers and Announcers Equity Association, Queensland, Union of Employees.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

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

4.1 Anti-discrimination

4.1.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as varied from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.1.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.1.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.1.4 Nothing in clause 4.1 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.2 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Rates of payment

The minimum rates of payment payable under this Award for modelling and Mannequin engagements are as follows:

5.1.1 *Gala parades and trade showings*

- (a) Day (not later than 6.00 p.m.) - \$152.486 for the first 2 hours or part thereof and \$25.7465 per half hour or part thereof after the first 2 hours.
- (b) Night (later than 6.00 p.m.) - \$182.103 for the first 2 hours or part thereof and \$25.7465 per half hour or part thereof thereafter after the first 2 hours.

5.1.2 *Store paradettes*

Store paradettes shall not exceed 15 minutes each and shall be paid for as follows:

For engagements of:	Per day \$
1 to 3 parades	101.96
4 to 6 parades	135.61
7 to 9 parades	169.50
Over 9 parades	215.81

Provided that engagements of 3 parades or less that occupy a spread of more than 2 1/2 hours from the commencement of the first parade to the conclusion of the final parade shall be paid for at the rate of \$92.991 and \$17.405 for each further half hour in excess of the said 2 1/2 hours.

5.1.3 *Manufacturers and/or fashion agents showings*

- (a) Engagements inside ordinary hours - Mannequins shall be engaged and paid in accordance with the following periods of work:

Complete day (9.00 a.m. to 5.30 p.m.)	\$ 127.20
Half day (9.00 a.m. to 1.00 p.m. or 1.30 p.m. to 5.30 p.m.)	76.46
Single showing (maximum period of 2 hours and minimum engagement)	51.15

(b) Engagements outside ordinary hours - Subject to clause 5.1.3(c), where a Mannequin is required to commence work prior to 9.00 a.m. and/or continue working subsequent to 5.30 p.m., the Mannequin shall be paid for all time so worked at the rate of \$25.7465 per hour.

(c) Evening showings - Where a Mannequin is required to perform a separate evening showing, commencing after 5.30 p.m., the Mannequin shall be paid \$114.60

Provided that no Mannequin shall be required to work later than 10.00 p.m.

(d) Fittings - Where a Mannequin is engaged to attend a showroom or other place at a specified time for fittings only, the Mannequin shall be paid at the rate of \$51.15 per hour or part thereof for all time spent on such engagement.

5.1.4 *Hosting*

Models and/or Mannequins who are engaged to act as a host shall be paid the same rates as prescribed in clause 5.1.1.

5.1.5 *Special hairstyles, tints, etc*

(a) The rates prescribed in clause 5.1.5 shall only apply in those instances where the employer instructs the Model or Mannequin to have a specified hairstyle and/or tint.

(b) For the time occupied in obtaining the stated hair treatment, a Model or Mannequin shall be paid:

	Per hour
	\$
Setting and water rinses	42.8525
Semi-permanent dye or bleach	51.15

(c) The rates prescribed in clause 5.1.5(b) will be in addition to the payments prescribed elsewhere in clauses 5.1.1 and 5.1.2 for the class of work being performed:

Provided that where special hairstyles and/or tints, etc. are for the purpose of demonstrating and/or promoting such hairstyles and/or tints or products connected with coiffure, the rates shall be as prescribed for the class of parade in clauses 5.1.1, 5.1.2 and 5.1.3, in addition to the rates prescribed in clause 5.1.5(b):

Provided further that photographic engagements connected with the advertising of coiffure and/or coiffure products shall be paid for as prescribed in clause 5.1.8 in addition to the rates prescribed in clause 5.1.5(b).

(d) For the purposes of clause 5.1.5, the term "semi-permanent dye or bleach" shall be deemed to mean and include any artificial colouring or tinting that cannot be removed immediately following the engagement.

(e) Where the hair of a Model or Mannequin has been re-styled and/or colour rinsed or temporarily tinted, such Model's or Mannequin's hair shall be restored to the style, colour and/or tint of the Model's or Mannequin's hair immediately prior to the engagement. Such restoration shall be carried out in the employer's time and shall be paid for at the rate of \$42.673 per hour.

Provided that where a Model or Mannequin so requests the Model or Mannequin may forgo any one or more of the requirements of clause 5.1.5(e):

Provided further that nothing prescribed in clause 5.1.5(e) shall be deemed to apply to semi-permanent dyes as defined in clause 5.1.5(d).

5.1.6 *Fittings and rehearsals (excluding manufacturers and/or fashion agents showings)*

(a) Fittings

(i) Fittings only - Where a Mannequin is engaged to attend for fittings only, the employee shall be paid at the rate of \$51.15 per hour or part thereof.

- (ii) Other Fittings - Where a Mannequin is required to attend for fittings in conjunction with another class of engagement, the Mannequin shall be paid at the rate of \$17.41 per 20 minutes or part thereof for the time spent in fitting:

Provided that where such fittings are carried out later than 6.00 p.m. the Mannequin shall be paid at the rate of \$25.76 for each 20 minutes or part thereof in lieu of the rate mentioned earlier in clause 5.1.6(ii).

(b) Rehearsals

- (i) Dress rehearsals - Dress rehearsals shall be paid for at the same rate as is prescribed for a gala parade or trade showing in accordance with clause 5.1.1.
- (ii) Rehearsals including fittings - Where a Mannequin is booked for rehearsals and fittings combined in the same engagement, the Mannequin shall be paid at the rate of \$51.15 per hour or part thereof.
- (iii) Other rehearsals - All other classes of rehearsals shall be paid for at the rate of \$42.673 per hour or part thereof.

5.1.7 *Fashion compering*

The rates for compering a parade shall be the same as prescribed for Mannequins in accordance with clauses 5.1.1, 5.1.2 and 5.1.3, depending upon the class of parade being performed, with the addition of the following allowances:

	\$
For compering only	34.15
For compering and providing a script for a paradette	42.66
For compering and providing a script for a parade	76.46

5.1.8 *Photographic modelling - fashion and/or advertising*

- (a) For an assignment of:

	\$
Up to and including 1 hour	67.62
Up to and including 2 hours	106.07
Up to and including 3 hours	135.61
Up to and including 4 hours	165.22
Up to and including 5 hours	194.73
Up to and including 6 hours	224.54
Up to and including 7 hours	253.93
Up to and including 8 hours	283.69

- (b) By mutual agreement between the Union and the Queensland Master Photographers' Association, established Models shall be graded in accordance with the grades set out hereunder and shall be paid the following rates in lieu of those prescribed in clause 5.1.8(a):

	A Grade Model \$	Premier Model \$
For an assignment of:		
Up to and including 1 hour	76.46	85.00
Up to and including 2 hours	122.94	139.96
Up to and including 3 hours	160.93	186.13
Up to and including 4 hours	199.05	232.98
Up to and including 5 hours	236.96	279.30
Up to and including 6 hours	278.32	325.65
Up to and including 7 hours	312.88	372.15
Up to and including 8 hours	351.08	418.60

- (c) Work outside ordinary hours - Where a photographic Model is required to work outside of the hours of 8.00 a.m. and 6.00 p.m., the Model shall be paid the rates prescribed in clauses 5.1.8(a) and 5.1.8(b), as the case may be, plus an extra \$8.4035 per hour or part thereof.

- (d) Work in excess of 8 hours - Where a photographic Model is required to work in excess of 8 hours in any one day, the Model shall be paid for such work at \$36.4885 per hour or part thereof:

Provided that those Models graded in accordance with clause 5.1.8(b) shall be paid at the following rates per hour or part thereof:

A Grade Model	Premier Model
\$46.8819	\$55.361

- (e) Travelling time - Where a photographic Model is engaged for work on location, the Model shall be paid, in addition to all other moneys due to the Model, at the rates prescribed in clause 5.1.8(a) for all time spent in travelling outside of a 8 km radius of the G.P.O., Brisbane, or the main post office in other centres. For the purposes of this Award, the term "on location" shall mean any place outside of a photographer's studio.

- (f) Novice Models - Novice Models shall be paid at the rate of 75% of the rates prescribed in clause 5.1.8(a):

Provided that a Model shall be deemed to be a novice until such time as the Model has completed 12 professional photographic assignments in any period of 12 months:

Provided further that the term "novice" shall also be deemed to mean and include any person who is not usually engaged in the modelling profession for the major and substantial part of the person's employment.

- (g) Bookings

- (i) The rates prescribed in clause 5.1.8 are to be paid as from the time that a Model is booked to commence work until the time that the Model is released from such work, including all travelling time except where otherwise provided in clause 5.1.8(e):

Provided that a Model shall arrive ready to commence work, or in sufficient time to prepare for such engagement, unless the assignment demands the use of some special cosmetics or other special preparation in which case such preparation shall be carried out in the employer's time.

- (ii) Where a Model arrives late for an assignment and, without reasonable excuse, delays the work of the photographer, the Model shall only be paid as from the time that work commences and shall forfeit an amount not exceeding 25% of the hourly rate for each period of 15 minutes, or part thereof, that the Model is late in arriving.

- (h) Cancellations

- (i) Weather check - Except as provided in clause 5.1.8(h)(ii), where an engagement is not carried out on a weather check, a Model shall not be entitled to receive any payment apart from travelling time rates in accordance with clause 5.1.8(e).

- (ii) On location - Where an engagement is cancelled on location, a Model shall be entitled to receive full payment for the engagement at the appropriate rate/s prescribed in clause 5.1.8.

- (iii) General - Except as provided in clause 5.1.8(h)(iv), where a Model receives less than 24 hours' notice of cancellation of an engagement the Model shall receive full payment for the engagement at the appropriate rate prescribed in clause 5.1.8:

Provided that where the Model receives at least 24 hours' but less than 48 hours' notice of such cancellation, the Model shall receive 45% payment:

Provided further that where at least 48 hours' notice of cancellation is given, the Model is not entitled to receive any payment whatsoever.

- (iv) Short notice bookings - Where a Model is booked for an assignment on less than 48 hours' notice and such assignment is subsequently cancelled the Model shall, where 50% or more of the period of notice of assignment has elapsed, receive 50% payment and 10% payment in any other instance.

- (i) Postponements

- (i) Where an assignment is postponed on at least 48 hours' notice, the Model shall not be entitled to any payment whatsoever.

- (ii) Where an assignment is postponed on at least 24 hours' notice, the Model shall be entitled to 10% payment.

(iii) Where an assignment is postponed on less than 24 hours' notice, the Model shall be entitled to full payment:

Provided that where the Model is available, and such assignment can be carried out within 24 hours of the original time fixed, the Model shall only be entitled to receive 25% payment.

(iv) A Model shall, in addition to any postponement payment in accordance with clause 5.1.8(i), be entitled to receive full payment for an assignment after it has subsequently been completed.

(j) Calculation of payment - For the purposes of calculating the payment due to a Model who has had work cancelled or postponed, the photographer shall, when booking a Model, specify the approximate period of time that will be involved in an engagement and such cancellation and/or postponement payments shall be calculated upon such approximate period of time.

5.1.9 *Photographic modelling - art and/or figure photography*

	\$
Per hour or part thereof	34.1665
Half day	101.96
Full day	203.23

5.1.10 *Television*

(a) Advertising

	\$
Full day	211.79
Half day (minimum fee)	127.10

(b) Parades

	\$
10 minutes or less	67.92

(c) Where a Mannequin is required to attend a television studio prior to the commencement of a parade or remain at a studio subsequent to a parade, all such time in excess of 30 minutes shall be paid for at the rate of \$24.1950 per hour or part thereof.

5.1.11 *Film work (other than as prescribed in clause 5.1.9)*

(a) On location or in studio

	\$
Per day	211.79
Per half day (minimum fee)	127.10
On call - per day	131.20

(b) For the purposes of clause 5.1.11, the term "on call" shall be deemed to mean and include any attendance at a location or studio for the purpose of appearing in a film where the Model is not required to work whether by reason of inclement weather, unsuitability, or any other cause brought about by no fault of the Model concerned.

5.1.12 *Bookings (other than photographic)*

Where a Mannequin is engaged for a parade, the Mannequin shall arrive at least 15 minutes before the first parade or at the time fixed when the booking was made. In the event of the Mannequin arriving late, the Mannequin may forfeit the booking, or, if at the discretion of the principal, be allowed to join in subsequent parades. In such case the Mannequin shall only be entitled to a proportionate payment based on the number of parades actually worked.

5.1.13 *Cancellations (other than photographic)*

The following shall be the minimum rates payable in the event of work being cancelled by the employer through no fault of the Model and/or Mannequin concerned:

(a) Where cancellation occurs 2 days or less prior to the commencement of an engagement, a Model and/or Mannequin shall be paid the full rate.

- (b) Where cancellation occurs 7 days and more than 2 days prior to the commencement of an engagement, a Model and/or Mannequin shall be paid 45% of the rate.
- (c) Where cancellation occurs after 7 days and up to 10 days prior to the commencement of an engagement, a Model and/or Mannequin shall be paid 25% of the rate.
- (d) Provided that no Model and/or Mannequin shall be entitled to claim cancellation pay in respect of any day or part of a day on which the Model and/or Mannequin may receive payment for an alternative engagement.

5.1.14 *Modellettes and/or novices (other than photographic)*

Modellettes and/or novices shall be paid 75% of the rates prescribed for the class of engagement.

For the purposes of clause 5.1.14, a Model and/or Mannequin shall be deemed to be a modellette and/or novice during the first 12 months' experience in the modelling profession:

Provided that such Model and/or Mannequin shall have completed at least 12 professional engagements during such period of 12 months and that in the event of the Model and/or Mannequin not having completed such 12 engagements, the Model and/or Mannequin shall remain classified as a modellette and/or novice until such time as 12 professional engagements have been completed.

Confirmation of such 12 months' experience shall be obtainable from Union membership records and evidence of such 12 professional engagements shall be supplied by the Model and/or Mannequin.

5.1.15 *Make-up*

Where a special make-up or leg tan is required by the employer for an engagement, such special make-up or tan shall be supplied by the employer free of cost and shall be applied and/or removed in the employer's time:

Provided that where the rates prescribed in clause 5.1 for the class of work being performed are not specific at an hourly rate and/or are outside the prescribed ordinary hours, such time shall be paid for at a rate of \$36.323 per hour.

5.1.16 *Calculation of hourly rates*

Except where otherwise provided in clause 5.1, all hourly rates shall, for the purposes of payment, be taken to the next highest complete half hour:

Provided that where the work ceases on a complete half hour, such rates shall only be for the actual time worked.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.2 Method of payment

5.2.1 Payment for an engagement shall be made not later than immediately following completion of the engagement:

Provided that, where an engagement exceeds 7 days, payments shall be made up to date at or before the completion of each week's work:

Provided further, that where it is impracticable to effect payment in accordance with clause 5.2.1, payment shall be made as soon as possible and, in all events, not later than 14 days after the completion of an engagement.

5.2.2 Where an employer engages more than one Model for an assignment, each Model shall be paid separately.

5.3 Superannuation

5.3.1 In addition to the rates of payment prescribed in clause 5.1, all Models and/or Mannequins shall be entitled to superannuation provisions as follows.

5.3.2 *Amount*

Employers will make minimum contributions of 9% of ordinary time earnings to the fund, as prescribed in clause 5.3.3 on behalf of each employee.

5.3.3 *Fund*

The fund to which employers are to make contributions to, on behalf of employees, shall be the Joint Entertainment Superannuation Trust.

5.3.4 *Provisions to be in addition to existing superannuation benefits*

The provisions prescribed in clause 5.3 shall be in addition to any existing superannuation benefit as at 1 February 1992 provided to the employee by the employer.

5.3.5 The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than that specified in clause 5.3.3:

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

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

6.1 Work after 11.00 p.m.

All work performed by a Model or Mannequin after 11.00 p.m. on any day or on a Sunday or public holiday as prescribed in section 15 of the Act shall be paid for at double the relevant rate/s prescribed in clause 5.1.

6.2 Meal breaks

Except where mutually agreed, no Model or Mannequin shall be required to work for more than 4.5 hours without a break for a meal of 60 minutes duration:

Provided that where such meal break is not allowed, double the rate prescribed in clause 5.1 shall be paid for all work performed subsequent to 4.5 hours and such double rates shall continue until such time as the Model or Mannequin is given a break of at least 60 minutes:

Provided further that clause 6.2 shall not apply where the engagement includes an adequate meal or meals at recognised times to which the Model or Mannequin is invited to partake and does partake.

6.3 Rest pauses

Where the engagement is for 4 1/2 hours or more, a Model or Mannequin shall be entitled to a paid rest pause in the employer's time of 15 minutes' duration during the morning and/or afternoon and/or evening. Such rest pauses shall be taken at such time as will not interfere with the continuity of work where continuity is necessary.

Further, where practicable, facilities shall be provided for the making of tea or tea shall be supplied during such rest pauses.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Long service leave

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

7.2 Family leave

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

7.2.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

- (a) maternity leave
- (b) parental leave
- (c) adoption leave
- (d) special responsibility leave for the care and support of the employee's immediate family or household.

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

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

7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 *Unpaid leave*

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

7.4 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Travelling, fares and accommodation

8.1.1 All engagements outside of the local authority area of the city in which the Model or Mannequin resides shall be paid for in accordance with the rates prescribed in clause 5.1.

8.1.2 Where a Model or Mannequin is required to spend the night away from the Model's or Mannequin's place of residence or where the Model or Mannequin cannot be reasonably expected to return to the place of residence for the night, the Model or Mannequin shall be provided with suitable separate accommodation free of cost and the employer shall provide adequate meals at all recognised meal times:

Provided that in lieu of the provision of meal and accommodation the employer shall pay an allowance of \$82.00 per day for accommodation and \$40.16 per day for meals and incidentals for each day the Model or Mannequin is so detained or \$12.45 for each meal if the Model or Mannequin is detained for part of a day.

8.1.3 All fares to and from engagements outside the local authority area of the city in which the Model or Mannequin resides shall be organised and paid for in advance by the employer. Such payments shall be sufficient to cover the cost of first class travel, where first class travel is available, and air fares where the journey exceeds 240 kilometres and normal air transport services are available:

Provided that the employer may provide transport and/or undertake transport arrangements in accordance with the requirements of clause 8.1.3 in lieu of the payments prescribed herein:

8.1.4 Where it is mutually agreed that a Model or Mannequin shall use their own vehicle, such Model or Mannequin shall be paid a car allowance in accordance with the following scale for the actual mileage travelled by the vehicle in connection with the engagement. For the purposes of clause 8.1.4 the actual distance travelled shall mean and include the distance travelled between the Model's or Mannequin's place of residence and the place where the work is performed:

under 1.6 litres	45.7 cents per kilometre
1.6 litres to 2.6 litres	51.9 cents per kilometre
over 2.6 litres	53.8 cents per kilometre.

Provided that such allowance shall not be payable for any journey undertaken wholly within the local authority area of the city in which the Model or Mannequin resides.

8.2 Late engagements

Where a Model or Mannequin is detained on an engagement until after normal public transport facilities have ceased to operate, the employer shall provide transport home for the Model or Mannequin if requested.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

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

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

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

10.1 Accessories and attire

10.1.1 Where the employer requires a Model or Mannequin to wear or appear with millinery, gloves, jewellery, handbags for any engagement, the employer shall supply such accessories.

10.1.2 Where an employer requires a Model or Mannequin to wear apparel of a specific style or colour, the employer shall provide such apparel free of cost to the Model or Mannequin or reimburse the Model or Mannequin the cost supplying it. Apparel so provided shall remain the property of the employer:

Provided that clause 10.1.2 shall have no application where the Model or Mannequin is able to meet the requirements of the employer from the Model's or Mannequin's wardrobe.

10.1.3 Where a Model's or Mannequin's own garments have been subjected to abnormal wear upon any engagement, the employer shall reimburse the Model or Mannequin the cost of dry-cleaning and/or laundering such garments.

10.2 Make-up

Where a special make-up or leg tan is required by the employer for an engagement, such special make-up or tan shall be supplied by the employer free of cost and shall be applied and/or removed in the employer's time.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or

(iii) has made a written request to the employer that they do not want their record inspected.

- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

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

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

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

Dated 6 November 2002.

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

Operative Date: 6 January 2003