Textile, Clothing, Footwear and Associated Industries
Award 2010

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Part 1—Application and Operation of Award

1. Title
This award is the *Textile, Clothing, Footwear and Associated Industries Award 2010*.

2. Commencement date
This award commences on 1 January 2010.

3. Definitions and interpretation
3.1 In this award, unless the contrary intention appears:

**Act** means the *Workplace Relations Act 1996* (Cth)

**allied manufacturing and fabricating industries** includes but is not limited to:

- processing and treatment of raw cotton;
- spinning, throwing, texturising, creping, extruding, mercerising, impregnating, processing and treatment of fibres, filaments, threads, tyre cords, or yarns of all descriptions including animal or vegetable fibres, artificial silk, cotton, flax, pure silk, filament, synthetic fibres or wool, or any of them combined with one another or with any other animal, natural or synthetic fibre;
- weaving, including hand weaving braids, fabrics, materials and/or webbing tapes of all kinds and descriptions;
- dyeing, bleaching, coating, calendering, cleaning and/or finishing of all types of fabrics, filament yarns, wool tops, yams and articles of all descriptions up to and including the completed product;
- printing including hand printing, screen and/or roller printing and stamping of fabrics and/or articles of all kinds and descriptions;
- mending and/or repairing (including invisible mending) of fabrics and/or articles of all kinds and descriptions;
- manufacturing of artificial silk, filament yams, man made fibres and/or synthetic fibres;
- knitting and the manufacture of hosiery, half hose, children’s hose, underwear, outerwear, jersey piecegoods, fabrics and like goods or materials;
- storing, sorting, scouring, carbonising, mixing, blending and combing of wool and top-making;
- storing, blending, carding or garnetting of wool, hair, or other fibres, felting, needling, milling, tentering and/or drying; and
every operation, process, duty and function or calling carried on or performed in or in connection with or incidental to any of the foregoing

**bag making industry** includes:

- bag making and repairing, including manufacture of jute, hessian, calico and stockinette bags, water bags, tents, tarpaulins, blinds and covers

**button making industry** includes:

- haberdashery and manufacture and/or treatment of buckles, buttons and of badges

**clothing industry** includes:

- wholly or partly designing, preparing, manufacturing, processing, labelling or, finishing, or wholly or partly controlling, managing or supervising the designing, preparing, manufacturing, processing or finishing, of any type of garment, apparel or articles (including aprons, napery, nappies, manchester, linen, handkerchiefs, mosquito nets, artificial flowers, cot covers, blankets, collars, cuffs, neckwear, earmuffs, rugs and mats, hats and headwear, umbrellas or parasols or the like) whether inside or outside of a factory or workroom

**Commission** means the Australian Industrial Relations Commission or its successor

**eligible entity** has the same meaning as section 576K of the *Workplace Relations Act 1996* (Cth)

**employee** has the meaning in the Act

**employer** has the meaning in the Act

**enterprise award** has the meaning in the Act

**footwear industry** includes:

- design or cutting of patterns for and/or wholly or partly preparation, manufacturing, making and repairing of footwear, boots, shoes, sandals, surgical and fitted boots and slippers and all component parts, of every description from any material, including cutting or preparing half soles, tip fillers or top pieces including where performed by bespoke bootmakers and repairers and heel bar operatives

**NAPSA** means notional agreement preserving a State award and has the meaning in the Act

**NES** means National Employment Standards

**seven day shiftworkers** means for the purpose of the additional week of leave provided by the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays

**standard rate (SR)** means the minimum wage for **General Skill Level 4** in clause 20—Classifications
textile industry includes:

- artificial silk;
- braids;
- carpets;
- commission dyeing, bleaching and finishing;
- cloth, including shade cloth;
- cotton;
- blinds;
- cotton wool;
- elastic webbing;
- embroidery;
- fabrics;
- felt, wool and/or fibre;
- filament yarns;
- flax;
- hosiery;
- knitting and knitted articles;
- kraft paper yarns;
- labels;
- lace;
- man made fibres;
- mercerising;
- non-woven fabrics;
- narrow fabrics;
- printing of textiles;
- pure silk;
- quilting;
- ribbons;
- personal and household hygiene products;
technical textiles;
medical dressings, materials and supplies;
synthetic fibres and yarns;
tassels;
textile waste and flock;
trimmings;
wadding;
webbing tapes;
woollen and worsted; and
woven materials

union means the Textile, Clothing and Footwear Union of Australia and in Queensland may also include the Australian Workers Union

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

4.1 This industry award covers employers throughout Australia in the textile industry, clothing industry, bag making industry, button making industry, footwear industry and allied manufacturing and fabricating industries and their employees engaged in duties covered by the classifications in this award.

4.2 The award covers all eligible entities who are covered by the terms of this award in respect of Schedule D—Outworkers.

4.3 The award does not cover:

(a) electricians;

(b) clerical employees within the application of the Clerks – Private Sector Award 2010; or

(c) maintenance tradespersons and their apprentices covered by the classifications contained in the Manufacturing and Associated Industries and Occupations Award 2010, save and except for textile, clothing and footwear mechanics/tradespersons and their apprentices covered by the classifications contained in this award.

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

4.5 The award does not cover an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award.

4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is the 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.

5. **Access to the award and the National Employment Standards**

5.1 The employer must ensure that copies of this award and the NES are available to all
employees to whom they apply either on a noticeboard which is conveniently located
at or near the workplace or through electronic means, whichever makes them more
accessible.

5.2 Outworkers covered by Schedule D—Outworkers will be provided with the
information sheet appended to that Schedule.

6. **The National Employment Standards and this award**

The [NES](https://www.gov.au) and this award contain the minimum conditions of employment for employees
covered by this award.

7. **Award flexibility**

7.1 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.

7.2 The employer and the individual employee must have genuinely made the agreement
without coercion or duress.

7.3 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 7.1; and

(b) not disadvantage the individual employee in relation to the individual
employee’s terms and conditions of employment.
7.4 An individual flexibility agreement cannot be made so as to affect the provisions of Schedule D—Outworkers.

7.5 For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment if:

(a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and

(b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

7.6 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 does not disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the agreement commences to operate.

7.7 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.8 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.

7.9 The employer must give the employee up to seven working days to enable the employee to seek advice, where appropriate, from the employee’s union.

7.10 The agreement may be terminated:

(a) by the employer or the individual employee giving four 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.
7.11 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.

8. Facilitative provisions

8.1 Facilitation by individual agreement
The following facilitative provisions can be utilised by agreement between the employer and an individual employee:

• paying a regular part-time employee a loading;

• broken leave;

• changing the time of taking annual leave;

• rostered day substitution; and/or

• time off instead.

8.2 Facilitation by majority or individual agreement
The following facilitative provisions can be utilised by agreement between the employer and a majority of employees in the workplace or a section or sections of it or an employer and individual employee:

• changing the day a rostered day off is taken;

• rostered day substitution;

• spread of hours altered by up to one hour at either end of the spread (7.00 am to 7.00 pm); and/or

• no employee will work for more than five hours without a meal break unless by agreement.

8.3 Facilitation by majority agreement
The following facilitative provisions may only be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it:

• alteration of time standards;

• operation of PBR system;

• changing the starting and finishing times;

• time of taking rostered days off;

• extending annual close down by no more than two days;

• closing down in two or three periods, and time of annual close down;
• calculation of PBR;
• alteration of time standards; and/or
• overtime.

8.4 Procedure for seeking majority or individual agreement

Where agreement is sought to be reached with an individual or a majority of employees in a workplace or a section or sections of it, the following procedure will apply:

(a) 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;

(b) the agreement reached must be recorded in the time and wages record kept by the employer;

(c) if an employee is a member of a union, the employee may be represented by that organisation in meeting and conferring with the employer about the implementation of the facilitative provisions; and

(d) where the union is representing employee/s it must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of facilitative provisions. Involvement by the union does not mean that the consent of the representative is required prior to the introduction of the facilitative provisions.

8.5 Individual agreement

An employer may only seek individual agreement under this clause if the following conditions are satisfied:

(a) no agreement has been sought by the employer with the majority of employees; and

(b) the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

Part 2—Consultation and Dispute Resolution

9. Consultation regarding major workplace change

9.1 Employer to notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(b) 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.

9.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1 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.

(b) 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 9.1.

(c) 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.

10. Dispute resolution

10.1 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.

10.2 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 10.1 have been taken, a party to the dispute may refer the dispute to the Commission.

10.3 The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.

10.4 Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

10.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational 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.

11. **Dispute resolution training leave**

11.1 Subject to clauses 11.7, 11.8, and 11.9 an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant collective agreement which provides it is to be read in conjunction with this award.

11.2 An eligible employee representative must give the employer six weeks notice of the employee representative’s intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.

11.3 The notice to the employer must include details of the type, content and duration of the course to be attended.

11.4 The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.

11.5 An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.

11.6 Leave of absence granted pursuant to this clause counts as service for all purposes of this award.

11.7 For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an **eligible employee representative** is an employee:

(a) who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and

(b) who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:
Number of employees employed by the employer in an enterprise or workplace | Maximum number of eligible employee representatives entitled per year
--- | ---
5–15 | 1
16–30 | 2
31–50 | 3
51–90 | 4
More than 90 | 5

11.8 Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled, or if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.

11.9 For purposes of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time, part-time or fixed-term employees, or casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the procedure established under clause 11—Dispute resolution training leave applies.

### Part 3—Types of Employment and Termination of Employment

12. **Full-time employment**

An employer may employ an employee on a full-time basis of 38 hours per week.

13. **Part-time employment**

13.1 A part-time employee is an employee who is a day or shiftworker and:

(a) works less than full-time hours of 38 hours per week;

(b) has predictable hours of work; and

(c) receives on a pro rata basis, equivalent pay and conditions of those full-time employees who do the same kind of work.

13.2 **Incidents of part-time employment**

(a) A part-time employee may be employed in any skill level of this award.

(b) At the time of engagement the employer and part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
Any variation to the regular pattern of work must be agreed and recorded in writing in accordance with clause 8.1.

An employer is required to roster a part-time employee for a minimum of three consecutive hours on any day or any shift.

An employee who does not meet the definition of part-time employee and who is not a full-time employee will be paid as a casual employee.

All time worked in excess of the hours mutually agreed will be overtime and paid for at the rates prescribed in clause 39—Overtime rates.

A part-time employee must be paid at least:

(a) if time workers: at the rate of 1/38th of the weekly wage prescribed for the appropriate skill level for the work performed; or

(b) if payment by results workers: at the appropriate payment by results system rate in accordance with clause 23—Payment by results (PBR), provided that the payment is not less than the hourly rate for their skill level for the time worked.

An employer must not require a part-time employee to attend for duty more than once on any one day.

When calculating an employee’s pro rata entitlement to annual leave and personal/carer’s, they must be paid in proportion to the average number of hours worked in the previous twelve months. If there is not a twelve month period of employment then the calculation will be based on the average number of hours worked each week for the actual period of employment.

Where a part-time employee works on a public holiday payment will be calculated in accordance with clause 43—Public holidays.

Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

Casual employment

A casual employee is an employee who is engaged in relieving work or work of a casual, irregular or intermittent nature, but does not include an employee who could properly be classified as a full-time or part-time employee.

A casual employee must be notified at their initial engagement of their employment category and when their employment status changes.

A casual employee will be paid per hour 1/38th of the weekly award wage prescribed for the relevant classification plus a loading of 25%.

On each occasion a casual employee is required to work, they are entitled to a minimum payment for three hours work.
14.5 Casual employees are entitled to penalty payments for overtime, shiftwork and work on public holidays in accordance with the provisions of this award as they apply to permanent employees.

14.6 Casual employees must be paid at the end of each day, but may agree to be paid weekly.

14.7 Casual employees are entitled to all provisions of this Award including overtime and superannuation and excluding annual leave, sick leave and public holidays.

14.8 An employer must not require a casual employee to attend for duty more than once on any day.

14.9 A casual employee will be engaged by the hour. Employment can be terminated by either the giving of one hour’s notice by either party or the payment or forfeiture of one hour’s wages.

14.10 Conversion of casuals

The employer will take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer’s workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(b) Every employer of such a casual employee must give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this subclause if the employer fails to comply with this notice requirement.

(c) Any casual employee who has a right to elect upon receiving notice or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that the employee seeks to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer must consent to or refuse the election, but will not unreasonably so refuse.

(d) Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement.

(e) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
(f) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the employer and employee will, in accordance with this paragraph, and subject to clause 14.10(c), discuss and agree upon:

(i) whether the employee will convert to full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(h) Following an agreement being reached the employee will convert to full-time or part-time employment.

(i) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

15. Juniors

An employer may employ junior employees and must pay juniors in accordance with clause 20.10.

16. Apprentices

An employer may engage an apprentice in accordance with Schedule B—Apprentices and must pay apprentices in accordance with clauses 20.9 and 20.10.

17. Outwork and related provisions

17.1 Arrangements (including for the engagement of outworkers) must be made by Principals in accordance with Schedule D—Outworkers.

17.2 Nothing in this award will operate (or is intended to operate) to cover the field (or otherwise displace or reduce the scope of jurisdiction) occupied (or exercised immediately prior to the time of the making of this award) by State legislative regulation of any party which enters into any arrangement for the performance of work outside the business or commercial premises of the party (including arrangements for the performance of work for the party by outworkers).
17.3 In particular nothing in this award will operate (or is intended to operate) to reduce the scope of application (immediately prior to the time of making this award) of the following State legislative instruments and provisions:

(a) *Industrial Relations Act 1996* (NSW) (as amended):

sections 129A–129J inclusive (and other provisions of this or any other legislation which are necessary or incidental to the operation of these provisions);

(b) *Industrial Relations (Ethical Clothing Trades) Act 2001* (NSW);

(c) *NSW Ethical Clothing Trades Extended Responsibility Scheme 2005*;

(d) *Fair Work Act 1994* (SA) (as amended);

sections 99A–99J inclusive (and other provisions of this or any other legislation which are necessary or incidental to the operation of these provisions);

(e) *Fair Work (Clothing Outworker Code of Practice) Regulations 2007* (SA);

(f) *Industrial Relations Act 1999* (Qld) (as amended);

sections 8C and 400A–400I inclusive (and other provisions of this or any other legislation which are necessary or incidental to the operation of these provisions);

(g) *Industrial Relations Act 1984* (Tas) (as amended);

section 3 inclusive (and any other provisions of this or any other legislation which are necessary or incidental to the operation of these provisions);

(h) *Outworker (Improved Protection) Act 2003* (Vic) (as amended) and any other provisions of this or any other legislation which are necessary or incidental to the operation of this provision; and/or

(i) *Outworker (Improved Protection) Amendment Act 2005* (Vic) (as amended) and other provisions of this or any other legislation which are necessary or incidental to the operation of this provision.

18. **Termination of employment**

18.1 Notice of termination is provided for in the NES.

18.2 **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.

18.3 **Job search entitlement**

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.

19. **Redundancy**

19.1 Redundancy pay is provided for in the NES.

19.2 In this clause **small employer** means an employer to whom Subdivision B—Redundancy Pay of Division 10 of the NES does not apply because of the provisions of s.62(1)(b) of the NES.

19.3 **Redundancy pay—employees of a small employer**

19.4 Despite the terms of s.62(1)(b) of the NES, the remaining provisions of Subdivision B—Redundancy pay of Division 10 of the NES apply in relation to an employee of a small employer in the Clothing Industry as defined in clause 3.1 above except that the amount of redundancy pay to which such an employee may be entitled must be calculated in accordance with the following table:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>At least 4 years and over</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

19.5 **Transfer to lower paid duties**

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.

19.6 **Employee leaving during 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.
19.7 **Job search entitlement**

(a) 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) 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.

(c) This entitlement applies instead of clause 18.3.

19.8 **Transitional provisions**

(a) Subject to clause 19.8(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.

(b) The employee’s entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.

(d) This clause ceases to operate on 31 December 2014.

---

**Part 4—Rates of Pay and Related Matters**

20. **Classifications**

20.1 **General**

<table>
<thead>
<tr>
<th>Classification/Skill Level</th>
<th>Minimum weekly wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee</td>
<td>543.90</td>
</tr>
<tr>
<td>1</td>
<td>560.50</td>
</tr>
<tr>
<td>2</td>
<td>583.00</td>
</tr>
<tr>
<td>3</td>
<td>603.90</td>
</tr>
<tr>
<td>4</td>
<td>637.60</td>
</tr>
<tr>
<td>5 and thereafter</td>
<td>679.30</td>
</tr>
</tbody>
</table>

20.2 **Wool and basil employees**
<table>
<thead>
<tr>
<th>Classification/Skill Level</th>
<th>Minimum weekly wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General hand</td>
<td>$543.90</td>
</tr>
<tr>
<td>Operator - Grade 3</td>
<td>$560.50</td>
</tr>
<tr>
<td>Operator - Grade 2</td>
<td>$582.70</td>
</tr>
<tr>
<td>Operator - Grade 1</td>
<td>$605.10</td>
</tr>
<tr>
<td>Senior Operator - Grade 2</td>
<td>$637.60</td>
</tr>
<tr>
<td>Senior Operator - Grade 1</td>
<td>$658.50</td>
</tr>
</tbody>
</table>

### Storeworker

<table>
<thead>
<tr>
<th>Classification/skill level</th>
<th>Minimum weekly wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storeworker Grade 1</td>
<td>$583.00</td>
</tr>
<tr>
<td>On commencement</td>
<td>$590.40</td>
</tr>
<tr>
<td>After 3 months</td>
<td>$598.00</td>
</tr>
<tr>
<td>After 12 months</td>
<td>$603.80</td>
</tr>
<tr>
<td>Storeworker Grade 2</td>
<td>$622.50</td>
</tr>
<tr>
<td>Storeworker Grade 3</td>
<td>$641.10</td>
</tr>
</tbody>
</table>

### Fork-lift driver and tow motor driver rates of pay

The rates of pay for fork-lift drivers and tow motor drivers will be Skill Level 3.

### High rise stacker operator

The rates of pay of the high rise stacker operator will be 2.41% of the SR more than the award rates of pay for the Skill Level 3.

### Pedestrian fork lift operator

When any pedestrian fork lift is used for the loading or unloading of vehicles or trucks the operator of such pedestrian fork lift will be paid 0.097% of the SR less than Skill Level 3.

### Warehouse employees - rates of pay

The rates of pay of the warehouse employee will be $6.00 less than the rates of pay for the storeworker set out in clause 20.3.

### Apprentice rates

The minimum weekly rates of pay to be paid to apprentices will be as follows:

<table>
<thead>
<tr>
<th>% of General Skill Level 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
</tr>
<tr>
<td>2nd year</td>
</tr>
<tr>
<td>3rd year</td>
</tr>
<tr>
<td>4th year</td>
</tr>
<tr>
<td>Thereafter</td>
</tr>
<tr>
<td>Appropriate adult rate</td>
</tr>
</tbody>
</table>

The total wage must be calculated to the nearest five cents.
The weekly rate for an apprentice will not be less than the rate for a junior of the same age.

20.9 Adult apprentice rates

(a) Where a person was employed by an employer immediately before becoming an adult apprentice with that employer, such person will not suffer a reduction in actual rate of pay by virtue of becoming indentured.

(b) The minimum weekly rates of pay to be paid to adult apprentices will be as follows:

<table>
<thead>
<tr>
<th>% of General Skill Level 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
</tr>
<tr>
<td>2nd year</td>
</tr>
<tr>
<td>3rd year</td>
</tr>
<tr>
<td>4th year</td>
</tr>
<tr>
<td>82</td>
</tr>
<tr>
<td>87</td>
</tr>
<tr>
<td>92</td>
</tr>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

(c) An adult apprentice who enters their apprenticeship at an advanced stage will be deemed, for the purpose of calculating the appropriate wage rate, to have completed the period by which they have been advanced.

(d) Progress to the next rate of wage will occur when the balance of the year to which they have been advanced in their apprenticeship is completed.

20.10 Junior rates

(a) The minimum award rates to be paid to junior employees, other than apprentices will be as follows:

<table>
<thead>
<tr>
<th>Age</th>
<th>% of General Skill Level 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>At 16 years and under</td>
<td>55</td>
</tr>
<tr>
<td>At 17 years</td>
<td>65</td>
</tr>
<tr>
<td>At 18 years</td>
<td>75</td>
</tr>
<tr>
<td>At 19 years</td>
<td>80</td>
</tr>
<tr>
<td>At 20 years</td>
<td>90</td>
</tr>
<tr>
<td>At 21 years</td>
<td>Appropriate adult rate</td>
</tr>
</tbody>
</table>

(b) The total wage must be calculated to the nearest five cents.

20.11 Supported wage system

See Schedule C

21. Payment of wages

Wages will be paid weekly and no later than Thursday of any particular week. Wages may be by cash or electronic funds transfer (EFT).
22. **Mixed functions**

22.1 An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties must, if such work exceeds a total of two hours on any day, be paid for all work done on such day at the higher rate.

22.2 In all other cases the employee must be paid the higher rate for the actual time worked.

23. **Payment by results (PBR)**

23.1 **Introduction of payment by results system**

(a) An employer may maintain, alter or institute a system of individual or group payment by results consistent with the skills based classification structure, subject only to the provisions and limitations set out in this clause.

(b) If an employee employed on a system of PBR is prevented from working at their PBR rates because of:

   (i) machinery breakdown;

   (ii) shortage of materials, or lack of work;

   (iii) transfer to other duties for which no PBR rates are available; or

   (iv) transfer to other duties at which the operators are insufficiently skilled to earn in excess of their skill level time rates;

the employee must be paid their PBR rate applicable to their skill level and the time rate for their skill level.

23.2 **Calculation of PBR earnings**

(a) The employer must calculate the minute pay rate for each standard time minute by dividing the total award wage for the appropriate skill level by 2280 wherever appropriate.

(b) The employer may depart from this clause with the consent of the majority of employees provided that agreement is in accordance with clause 8.3.

(c) Any proposal which is put to employees must be reduced to a written form for their consideration prior to the taking of a vote.

(d) Where an employer is currently paying a bonus minute rate higher than the above, the higher rate must continue to be applied and must be increased in accordance with any variation in the relevant skill level wage rate.

(e) An employer must calculate the payment by results earnings of an employee in accordance with clause 23.2(a) or (d) by multiplying the minute pay rate by the excess of the standard time produced over real time worked under payment by results.
(f) The employer must pay the worker their PBR earnings calculated in accordance with clause 23.2(a) or (d) in addition to the total award wage appropriate to the employee’s skill level.

23.3 Objective when setting time standard

An employer may fix or alter a time standard in respect of any textile product or part of a textile product, or any article or part of an article provided such time standard is set:

- in accordance with clause 23.6; and

- to enable adult employees of average capacity in any given period to earn at least 20% more than the total award rate for their respective skill level.

23.4 Each day stands alone

Where an employee earns payment by results earnings for work performed in any day, such earnings must be credited to the employee and must not be reduced because the employee fails to earn payment by results earnings in any other day.

23.5 Apprentices and juniors

An apprentice or junior must have their task set and be deemed to be producing bonus minutes when they have produced that number of minutes in proportion to the ordinary daily adult task or number of minutes as their rate of pay is in proportion to the appropriate adult minimum award rate.

23.6 Fixing time standards

An employer must calculate the time standard allowed for the performance of work in accordance with the following procedure:

(a) An employer must consult with the PBR employees who must be given adequate opportunity to consult their union or representative prior to the finalisation of any time standard fixed under this clause.

(b) An employer must provide to the PBR employees the basis upon which the payment by results system is calculated, including appropriate allowances and the likely weekly earnings on such time standard.

23.7 Alteration of time standards

Once a time standard has been fixed under this clause, it must not be altered except where any of the following circumstances occur:

- there is a change in the manufacturing methods;

- there is a change in the materials used;

- there is a change in the machines or equipment used; or

- to correct an agreed error in the existing time standard;
by agreement between the employer, the PBR employees, in accordance with clause 8.3. Any proposal which is put to employees must be reduced to a written form for their consideration prior to the taking of a vote.

23.8 Posting of time standards

(a) An employer must clearly display a copy of the time standard for each PBR operation in each work area in each enterprise. The copy of the time standard must be updated within 24 hours of any changes to the time standards.

(b) The employer must also display in each work area in each enterprise a conversion table to enable an employee to convert time standards into monetary amounts.

23.9 Recording of time standard

(a) Once a time standard has been fixed in accordance with this clause, it must be recorded in the time and wage book and each affected employee given a copy.

(b) Where an employee has worked part of the week on PBR, they will be entitled to their earnings in full for the actual time worked on PBR if the earnings are higher than the appropriate award rate for such time.

(c) As far as practicable, different grades of work will be equitably divided between PBR employees.

(d) An employee operating under this clause who also instructs a trainee must receive in addition to their payment by results earnings:

- 0.9% of SR for the first week;
- 0.8% of SR for their second week; and
- 0.71% of SR for their third or any subsequent weeks;

Any amounts contained in this subclause will be calculated to the nearest 10 cents, any fraction below five cents to be disregarded.

(e) Weavers who commence work on a warp must be provided with the following details in writing:

- the particulars of the class of work;
- the number of picks per centimetre length of cut;
- speed of loom; and
- the price per cut.

23.10 Payment for overtime

(a) An adult or junior employee working under a piecework system who is asked to perform work after or before the usual starting or finishing time on any day Monday to Friday inclusive, must be paid in addition to their normal payment by results rate:
for the first three hours on any one of such days, at the rate per hour equivalent to 1/76th of the weekly award rate prescribed for an adult employee employed on the same work;

(ii) for any overtime beyond those three hours on any one of such days, at the rate per hour equivalent to 1/38th of the weekly award rate prescribed for an adult employee employed on the same work.

(b) juniors under eighteen years of age, who work more than 10 hours in a week must be paid for such overtime at the rate prescribed.

23.11 Training

An employer implementing a PBR system under this clause must provide each employee with appropriate training to ensure that individual performance is the only variable distinguishing employees within a skill level.

Part 5—Allowances

24. General

24.1 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance shall 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:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
</tbody>
</table>

24.2 Accident pay

(a) Subject to clause 24.2(b) an employee is entitled to accident pay in accordance with the terms of:

(i) 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

(ii) 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.
(b) 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.

(c) This clause does not operate to diminish an employee’s entitlement to accident pay under any other instrument.

(d) This clause ceases to operate on 31 December 2014.

24.3 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the Workplace Relations Act 1996 (Cth):

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the Workplace Relations Act 1996 (Cth):

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(c) This clause ceases to operate on 31 December 2014.

24.4 Protective gloves or cream

Where the employer requires an employee to provide protective gloves or a protective cream to handle chemicals, solvents, solutions or dyes, the employer must reimburse the employee for the actual cost of providing such equipment. The provision of this clause will not apply where the employer supplies such items without cost to the employee.

24.5 Meal allowance

Where an employee is required by an employer to work overtime:

- Monday to Friday inclusive; and

- for more than one hour after the usual finishing time or after 6.00pm, which ever is the later:
an employer must pay the meal allowance of $9.90. The provisions of this clause do not apply if the employer provides an adequate recognised evening meal.

24.6 First aid attendant allowance

Where an employee is appointed by the employer to be a first aid attendant and holds relevant first aid qualifications the following allowance will apply:

<table>
<thead>
<tr>
<th>Number of employees at the workplace</th>
<th>Allowance per week % of SR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 50 employees</td>
<td>1.78</td>
</tr>
<tr>
<td>51 employees or more</td>
<td>2.24</td>
</tr>
</tbody>
</table>

24.7 Leading hand allowance

<table>
<thead>
<tr>
<th>In charge of</th>
<th>Allowance per week % of SR</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 to 10 employees</td>
<td>3.96</td>
</tr>
<tr>
<td>11 to 20 employees</td>
<td>6.00</td>
</tr>
<tr>
<td>21 or more employees</td>
<td>7.60</td>
</tr>
</tbody>
</table>

24.8 Hospital allowance

An employee who suffers an injury arising out of and in the course of their employment, which does not give rise to an entitlement to workers compensation and which necessitates the employee’s attendance during working hours at a doctor or hospital, is entitled to reimbursement by the employer for all expenses reasonably incurred in connection with such attendance.

24.9 Uniform allowance

Where the employer requires an employee to wear a uniform, the employer must reimburse the employee for the actual cost of providing and cleaning such uniform. The provision of this clause will not apply where the employer supplies and cleans the uniform without cost to the employee.

24.10 Tool allowance

Where the employer requires an employee to provide all tools necessary for the work to be performed, the employer must reimburse the employee for the actual cost of providing such equipment. The provision of this clause will not apply where the employer supplies such items without cost to the employee.

24.11 Protective clothing allowance

Where the employer requires the employee to wear protective clothing as stipulated by the relevant law operating in a State or Territory covered by this award, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause will not apply where the employer supplies such items without cost to the employee.
25. Clothing industry allowances

25.1 Head of table allowance
An employee who is the head of a table or bench of machines in charge of four or more employees must be paid as follows:

<table>
<thead>
<tr>
<th>In charge of</th>
<th>Allowance per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>If working in connection with order tailoring or order dress making</td>
<td>2.7% of SR</td>
</tr>
<tr>
<td>For all others</td>
<td>1.95% of SR</td>
</tr>
</tbody>
</table>

25.2 Dining room allowance
An employer must pay an employee a disability allowance of 0.65% of SR per day if adequate and appropriate dining facilities are not provided.

25.3 Rest room allowance
An employer must pay an employee a disability allowance of 0.65% of SR per day if adequate and appropriate rest room facilities are not provided.

26. Textile industry allowances

26.1 Instructor means an employee trained as an instructor and appointed by management to instruct employees in the duties of their skill level classifications.

An instructor will be paid 2.65% of SR per week which will be treated as part of their wage for all purposes of the award except incentive payments. This extra rate will not apply to employees covered by payment by results.

26.2 Blending allowance
An employee employed as a blender or blending machine attendant who in the course of duty is required to blend cow hair, goat hair, angora rabbit hair and/or rabbit kemp with other fibres, will be paid an additional allowance at the rate of 2.90% of SR per week whilst so engaged.

26.3 Cards allowance
An employee engaged in hand stripping of cards will be paid $1.10 per complete set in addition to an employee’s ordinary rate of pay which will be for all purposes of the award.

26.4 Change of shift allowance
An employee who is required to change from one shift to another without two working days’ notice of such change of shifts will be paid 2.8% of the SR extra as compensation, but this will not apply during any period where power restrictions are operating.
26.5 Dust allowance

Employees who in the course of their normal duties in any week are called upon to work in a dust chamber in a cotton mill, will be paid the sum of 1.47% of SR extra for that week.

26.6 Soda-ash allowance

An allowance of 0.2% of SR per hour will be paid to an employee engaged in loading and unloading soda ash by hand unless the employer provides the appropriate protective clothing.

26.7 Unwashed rags allowance

Employees sorting unwashed rags will be paid the sum of 0.44% of SR extra per week as a special allowance.

26.8 Waste Room—willey hands allowance

Willey hands in waste rooms will be paid 1.32% of SR per week in addition to ordinary rates.

26.9 Wool waste and rags—picking-over allowance

For picking-over bales of wool waste or rags which are in an offensive or obnoxious condition, an employee will be paid $1.02 per bale, in addition to their ordinary pay.

26.10 Flax scutcher allowance

Employees operating flax scutchers, tow on breaker and finisher cares will be paid an additional allowance at the rate of 1.21% of SR per week extra.

26.11 Dye house-bleach house allowance

Employees engaged in dye houses, operators of machines in the wool scouring and wet finishing departments, employees working on liquor tanks in bleaching departments, employees working in the colour kitchen or employees engaged in the washing of screens will be paid an additional allowance at the rate of 1.21% of SR per week. In addition, employees also engaged in the loading or unloading of Kiers or entering vaporloc machines will be paid a further additional allowance at the rate of 0.63% of SR per week.

26.12 Shoddy-shaking machines allowance

Employees engaged on any type of shoddy-shaking machines in the course of duty will be paid an additional amount at the rate of 2.2% of SR per week as dirt money whilst so engaged.

26.13 Size troughs—sewing threads allowance

Polisher machine operators engaged in the cleaning of size troughs and brushes in the sewing thread section will be paid an additional 1.45% of SR per week.
26.14 **Wool scouring pits allowance**

An employee required to clean wool scouring pits which are in an unusually dirty or offensive condition will be paid at 200% ordinary rates whilst employed in the cleaning of the pits.

27. **Felt and wadding industry allowances**

27.1 **Wet or steamy conditions**

Employees required to work in wet or steamy conditions must be paid an additional 0.06% of the SR per day or part thereof with a maximum of 0.25% of the SR per week.

27.2 **Having to wear mask or goggles**

Subject to a maximum of 0.16% of the SR per day, employees required to wear masks/goggles must be paid 0.02% of the SR per hour or part thereof.

**Part 6—Hours of Work and Related Matters**

28. **Hours of work**

Ordinary hours of work are provided for in Division 2 of the NES.

The average ordinary working hours will be fixed by agreement between the employer and the employees but will not exceed an average of 38 hours per week over a four week period.

29. **Spread of hours**

Ordinary hours may be worked between 7.00 am and 7.00 pm for up to eight hours per day, Monday to Friday inclusive.

30. **Ordinary working hours**

An employer must notify an employee of the start and finishing times of work each day which are the ordinary working hours.

In the Clothing Industry, an employer must clearly display the ordinary working hours in an obvious place in each workplace.

An employer must pay an employee for time worked outside or in excess of ordinary working hours in accordance with clause 39—Overtime rates.

31. **Changes to hours**

Starting and finishing times may be altered by up to one hour at either end of the spread by agreement between the employer, and a majority of employees in accordance with clause 8.3.

The number of hours in a day that may be worked without the payment of overtime may be
changed by agreement between the employer, and a majority of employees in accordance with clause 8.3 however the ordinary hours of work must not exceed 10 hours on any day. The starting and/or finishing times in any factory or part of any factory will not be altered without mutual agreement between the employer and majority of employees in accordance with clause 8.3 or after seven days notice to affected employees.

32. **Arrangement of working hours including rostered days off**

32.1 Where an employer and the majority of employees agree in accordance with clause 8.3 the hours of work, may be worked in accordance with any one of the following methods:

(a) working shorter hours on one or more days of each week;
(b) fixing a day on which all employees will be off during particular work cycle;
(c) roster employees off on various days of the week during a particular work cycle.

32.2 An employer must give an employee who is entitled to a rostered day or days off at least four weeks in advance of the weekday the employee is to take off.

Where an employee, has not accumulated a full day’s entitlement when a rostered day off occurs, the employee must receive payment for that day for the actual time accrued.

Rostered days off may accumulate to a maximum of seven days which must be taken:

(a) in one or two continuous periods within one month of accrual; or
(b) by agreement between the employer and a majority of employee’s, in accordance with clause 8.3.

32.3 The starting and finishing times, daily working hours and weekly working hours worked under an arrangement, must be regarded as the ordinary working hours and work performed outside or in excess of these hours must be paid under clause 39—Overtime rates.

32.4 An employer and a majority of employees may agree to vary the arrangement of working hours, provided that agreement is in accordance with clause 8.3.

33. **Substitution of rostered day off**

33.1 In the case of:

(a) breakdown in machinery, or failure or shortage of electric power; or
(b) requirements of the business in the event of rush orders; or
(c) some other emergency situation,
an employer may, by agreement with the majority of employees concerned, substitute the rostered day off agreed to for another day.

33.2 By agreement with the majority of employees concerned, substitute the rostered day off agreed to for another day provided in accordance with clause 8.3.

33.3 An individual employee at their initiative may with the agreement of their employer substitute the day the employee is to take off, for another day.

34. **Shiftwork—general**

34.1 The following shifts may be worked:

- **Day shift** means a shift worked between the hours of 7.00 am and 7.00 pm;
- **Afternoon shift** means a shift finishing after 6.00 pm but not later than midnight;
- **Night shift** means a shift finishing after midnight but not later than 7.00 am.

34.2 The hours during which shifts must be worked may be varied by up to one hour at either end to meet extraordinary circumstances by agreement between an employer and a majority of employees. Such agreement must be in accordance with clause 8.3.

34.3 An employer and a majority of employees may agree to work the hours prescribed for a night shift employee in four shifts. Under any such agreement, all night shift hours worked in excess of nine hours must be paid for at overtime rates, even if they come within the starting and finishing time of a shift.

34.4 As far as practicable, employees will work shifts in rotation.

35. **Payment for shiftwork**

35.1 A shiftworker while on afternoon or night shift will be paid an additional amount of 15% of the weekly award wage for the classification concerned.

35.2 A shiftworker while on permanent night shift will be paid an additional amount of 30% of the weekly award wage for the classification concerned.

36. **Textile industry—shiftwork**

36.1 The following shifts may be worked:

- **Day shift** means a shift worked between the hours of 7.00 am and 7.00 pm. Where employees are required to work overtime starting at 6.00 am for a period of four consecutive weeks they will be deemed to be engaged on a morning shift.

- **Morning shift** means a shift commencing at 6.00 am.

- **Afternoon shift** means a shift finishing after 6.00 pm but not later than midnight.

- **Night shift** means a shift finishing after midnight but not later than 8.00 am.

- **Permanent night shift** means a shift which is applicable to an employee who:
(a) during a period of engagement works night shift only; or
(b) remains on night shift for a longer period than four consecutive weeks; or
(c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle.

36.2 The hours during which shifts must be worked may be varied by up to one hour at either end to meet extraordinary circumstances by agreement between an employer and a majority of employees. Such agreement must be in accordance with clause 8.3.

36.3 An employer and a majority of employees may agree to work the hours prescribed for a night shift employee in four shifts. Under any such agreement, all night shift hours worked in excess of nine hours must be paid for at overtime rates, even if they come within the starting and finishing time of a shift.

36.4 As far as practicable, employees will work shifts in rotation.

36.5 Payment for shiftwork

(a) An employer must pay shiftworkers, other than day shiftworkers, in addition to their ordinary rate of pay, a penalty loading of 15% of one-fifth of the weekly rate for Skill Level 2, per shift worked.

(b) An employer must pay employees engaged on a permanent night shift, in addition to their ordinary rate of pay, a penalty loading of 30% of one-fifth of the weekly rate for Skill Level 2 per shift worked.

(c) Shift penalties must be calculated to the nearest cent.

(d) All time worked by a shiftworker (other than a seven day continuous shiftworker) between midnight on Sunday and 7.00 am on Monday must be paid for at the rate of time and a half for the first three hours and double time thereafter.

(e) Where an employee begins the week’s work on Sunday night, the employee will receive double time for all work performed on Sunday. However an employer and the majority of employees in an enterprise or part of an enterprise may agree to arrange shifts so that they commence on Sunday night instead of Monday with ordinary rates to be paid for Sunday work provided that agreement is in accordance with clause 8.3.

(f) An employee who is required to change from one shift to another without two working days notice of such change of shifts will be paid an allowance in accordance with clause 26.4 as compensation. This allowance will not apply during any period where power restrictions are operating.

36.6 Employees under 18 years

Employees under 18 years of age are prohibited from working after 11.00 pm but may work between the hours of 6.00 am and 11.00 pm provided that they are paid the shift penalty in clause 35—Payment for shiftwork.
36.7 **Shiftwork and public holidays**

(a) Shiftworkers may be required to work until the completion of their shifts on a public holiday without payment at holiday rates. Provided that those employees are not required to work on the night shift commencing on a public holiday.

(b) Where a public holiday prescribed by this award is observed on a Monday, shiftworkers may be given time off on the shift commencing on the Sunday night before the holiday and will then be required to work on the usual night shift commencing on the public holiday without additional pay.

(c) Where an employee works two complete shifts on a public holiday, both shifts will be paid for as holiday shifts.

(d) Except for the regular change over of shifts, no employee will be required to change from one shift to another without a break of at least 12 hours.

37. **Textile industry—seven day continuous shiftwork**

Seven day continuous shiftwork means work carried out with consecutive shifts of employees throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or due to unavoidable causes beyond the control of the employer.

Except where provided otherwise in this clause, all the provisions of the award will apply to seven day continuous shiftworkers.

37.1 **Sick Pay**

Where the ordinary hours of a roster provide for a rostered overtime shift then employees will be entitled to claim sickness benefits at ordinary rates for absences occurring through illness on the rostered overtime shifts.

37.2 **Overtime**

Overtime work performed by seven day continuous shiftworkers must be paid at the rate of double time.

37.3 **Work on Saturdays, Sundays and public holidays**

(a) Where a seven day continuous shiftworker works a rostered shift, the major portion of which is performed on a Saturday, the employee must be paid at the rate of time a one half for the whole shift.

(b) Where a seven day continuous shiftworker works a rostered shift, the major portion of which is performed on Sunday, the employee must be paid at the rate of double time for the whole shift.

(c) Where a seven day continuous shiftworker works on a rostered shift, the major portion of which is performed on a public holiday, the employee must be paid at the rate of double time for the whole shift.
(d) Employees who receive the extra rate for work done on Saturdays, Sundays and public holidays under this clause are not also entitled to the shift penalty in Clause 35—Payment for shiftwork.

(e) Where a public holiday falls on the rostered day off of a seven day continuous shiftworker who is rostered to work regularly on Sundays and public holidays, the employer may either:

(i) pay for that day at ordinary rates, in addition to their ordinary wages; or

(ii) add a day to the employee’s annual leave.

(f) This subclause will not apply when the rostered day off falls on a public holiday on a Saturday or Sunday.

(g) Notwithstanding anything contained elsewhere in this award in any area where by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift:

(i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

(ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period.

(h) Will be deemed to be the number of hours represented by the difference between the time recorded by the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

(i) To clarify, a shift may be actually be an hour longer or shorter if summer time commences or finishes during a shift without deduction or addition to pay.

(j) In the clause the expressions standard time and summer time will bear the same meaning as are prescribed by the relevant State legislation.

37.4 Hours of work for seven day continuous shiftworkers

(a) Except as provided below, the ordinary hours of continuous shiftworkers will average 38 hours per week inclusive of crib breaks and must not exceed 152 hours in 28 consecutive days.

(b) Twenty minutes must be allowed each shift for a meal, which will be counted as time worked.

(c) Except at the regular change-over of shifts an employee must not be required to work more than one shift in each 24 hours.

(d) An employer and a majority of employees may agree to arrange ordinary working hours so that the ordinary hours exceed eight hours on any shift, provided that:

(i) the ordinary hours on any shift does not exceed ten hours, inclusive of break periods; and

(ii) agreement is reached in accordance with clause 8.3.
37.5 12 hour shifts

12 hour shifts may be implemented by agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, in accordance with clause 8.3, subject to:

(a) proper health monitoring procedures being introduced;
(b) suitable roster arrangements being made;
(c) proper supervision being provided;
(d) adequate breaks being provided; and
(e) an adequate trial or review process being implemented through the consultative process in accordance with clause 9—Consultation regarding major workplace change.

12 hour shifts may be implemented in accordance with the following requirements:

(f) The ordinary hours of shiftworkers must average 38 hours per week, inclusive of rest periods and must not exceed 152 ordinary hours in 28 consecutive days; or

(g) A maximum of 168 hours may be rostered in 28 consecutive days. These hours must be rostered on the basis that no employee will be rostered to work more than four consecutive shifts; or

(h) Payment is to be made on the following basis:

(i) Monday to Friday:
   First 10 hours at ordinary rate plus two hours at double time plus shift penalty where appropriate.

(ii) Saturday:
   Time and a half for all hours worked.

(iii) Sunday:
   Double time for all hours worked.

38. Breaks

38.1 Meal break

(a) A meal interval of not less than 30 minutes and not more than one hour must be allowed each shift or day.

(b) If the employer requires an employee (other than a maintenance employee who is required to work through a meal break to rectify a mechanical breakdown) to work through a meal break, the employee must be paid at overtime rates until the break is taken.
(c) No employee will be required to work for more than five hours without a meal break unless an employer and a majority of employees in an enterprise or part of an enterprise concerned agree to work in excess of five hours but less than six hours without a meal break, provided such agreement is in accordance with clause 8.3.

38.2 Rest break

An employer must provide each employee with two paid 10 minute rest periods per day not being adjacent to starting and/or finishing times.

39. Overtime rates

39.1 Overtime is all time worked by an employee other than a casual employee in excess of an employee’s normal hours of work or outside the span of hours prescribed.

39.2 Requirement to work reasonable overtime

Subject to clause 34.6 and the NES an employer may require an employee to work reasonable overtime at overtime rates.

39.3 Payment for working overtime

(a) An employer must pay an employee overtime at the rate of:

(i) 150% for the first three hours; and

(ii) 200% thereafter.

(b) For the purpose of calculating overtime each day must stand alone.

(c) An employer must pay an employee who is paid under any system of payment by results for any overtime worked:

(i) for the first two hours, at the rate of 150% of the award rate for their skill level; and

(ii) for any subsequent hours, at the rate of 200% of the award rate for their skill level;

(iii) in addition to the payment by results earnings earned by the worker.

39.4 Weekend work

(a) All work on a Saturday will be paid at 150% of the employees’ ordinary rate for the first three hours and 200% thereafter.

(b) All work on a Sunday will be paid at 200% of the employees’ ordinary rate.

(c) The ordinary hours of a night shift finishing on Saturday morning will not be subject to overtime rates.
39.5 Time off instead of payment for overtime

(a) An employee may choose, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.

(b) If an employee takes time off instead of payment for overtime then the time taken off accrues at the same rate as the overtime payment.

40. Breaks, rests and meal allowance during overtime

40.1 Meal breaks

(a) An employee required to work in excess of one hour overtime will be allowed a meal break of at least 30 minutes and will in addition to any overtime payable be paid a meal allowance(s).

(b) An employee who works overtime is entitled to a meal break no later than five hours after the employee’s previous meal break.

(c) An employee is entitled to subsequent meal breaks no later than four hours after each meal break during overtime. The employer must, unless they have notified the employee concerned on the previous day or earlier, that such second or subsequent meal will also be required, provide such meals or pay a meal allowance each second or subsequent meal.

(d) An employee must be paid the meal allowance(s) before working the overtime, if the employee so requests.

(e) If notice of overtime is given and then not worked (except as a result of a breakdown in machinery or plant) the meal allowance provided for in this clause must still be paid.

(f) An employee will not be entitled to the meal break if the overtime is worked on a day where there is an early finishing time, except where a total of five and a half hours will be worked (inclusive of overtime) following the midday meal break.

40.2 Rest breaks

An employee who:

(a) is not entitled to a meal break, and

(b) works more than one hour’s overtime prior to or after an eight hour shift;

is entitled to a 10 minute paid rest break, paid at the appropriate overtime rate.

40.3 Rest period before or after overtime

(a) Wherever practicable, the employer will arrange overtime so that employees will have at least 10 consecutive hours off duty between work on successive days.
(b) If an employee works so much overtime between work on successive days, that the employee has not had 10 consecutive hours off duty, the employer must do one of the following:

(i) release the employee until the employee has had 10 consecutive hours off duty, without loss of pay for the ordinary working time occurring during such absence; or

(ii) if on the instruction of the employer an employee resumes or continues work without having had 10 consecutive hours off duty, pay at double rates until the employee is released from duty for such period and the employee will then be entitled to be absent until she or he has 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) The provisions of this clause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:

(i) for the purpose of changing shift rosters; or

(ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or

(iii) where a shift is worked by arrangement between the employees themselves.

40.4 Call back

(a) If an employee is recalled to work overtime after leaving their employer’s business premises (whether notified before or after leaving the premises) the employee must be paid a minimum of three hours work at the appropriate rate as provided in for each time they are recalled.

(b) The employee will not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period, except in the case of unforeseen circumstances arising.

(c) The employee will not be entitled to the three hours’ payment in cases where it is customary for an employee to return to their employer’s premises to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(d) Overtime worked on call back will not be regarded as overtime for the purposes meal allowance or rest periods after overtime where the actual time worked is less than three hours.

40.5 Transport of employees

When employees, after working overtime or a shift for which they had not been regularly rostered, finishes work at a time when their usual or other reasonable means of transport are not available, the employer must provide them with transport or pay their ordinary wages for the time reasonably occupied in getting home.
Part 7—Leave and Public Holidays

41. Annual leave

The following provisions supplement the NES.

41.1 Leave loading

A loading of 17.5% is payable in addition to the payment for the leave.

41.2 Shiftworkers

For the purpose of the additional week of leave provided by Division 5 of the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

41.3 Annual leave may be taken in more than one period

(a) Annual leave may be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be at least 21 consecutive days.

(b) An employer and an employee may agree that the employee takes their annual leave in up to three separate periods, none of which is 21 consecutive days, provided such agreement is in accordance with clause 8.1.

41.4 Requirement to take annual leave

Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in s.33 of the NES, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days notice.

41.5 Close-down

(a) An employer may close-down the plant, or a section or sections of it, in order to allow all or the bulk of employees their annual leave.

(b) The employer must give all affected employees at least three months notice of the intention to close the plant or section/s.

(c) The employer may stand off all employees in the plant or section/s affected by the close-down.

(d) Any employee who has not qualified for a full entitlement to annual leave must be paid annual leave on a proportionate basis for 2.923 hours for each completed week of continuous service, provided that the employee has at least one months’ continuous service.

(e) Any employee who has qualified for a full entitlement to annual leave in accordance with the NES must be paid 2.923 hours for each completed week of continuous service performed in excess of twelve months continuous service, in addition to being allowed their annual leave.
(f) The employer and a majority of employees may agree to extend the period of close-down by no more than two days, and all employees stood down without pay, provided that agreement is in accordance with clause 8.3.

(g) Any period during which an employee is stood off without pay will count as service in calculating twelve months’ continuous service.

41.6 Continuity of service

Service will be deemed to be continuous service, and will not be broken by the following:

(a) any interruption or termination of employment by the employer if the intent of the interruption or termination of employment was to avoid the annual leave obligations;

(b) any absence from work on account of personal leave up to 25 days in a 12 month period. Provided that the employee informs the employer in writing, if practicable, within 48 hours of the commencement of such absence, of the employee’s absence and the nature of the illness and estimated length of the employee’s absence;

(c) any absence due to long service leave or jury service;

(d) any continuous period of unpaid leave, which does not exceed four weeks;

(e) any absence with reasonable cause (the employee must, if required, provide proof of such cause); or

(f) any absence by reason of any cause not specified above, unless the employer during the absence or within 14 days of termination of the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service. The notice may be given by delivering the notice to the employee personally or by posting it by registered mail to the employee’s last recorded address.

41.7 Payment by results workers

(a) An employee working under a system of payment by results will receive, an additional payment based on the average overaward payment and/or average bonus when taking annual leave. The averages will be calculated on a twenty week qualifying period applied to ordinary hours only.

(b) The qualifying period of employment means:

(i) in the case of an employee taking annual leave at Christmas, the period of 20 consecutive weeks commencing with the first pay in July;

(ii) where an employee is not employed during the whole of the qualifying period, the average will be calculated on the period of employment falling within 20 consecutive weeks;
(iii) in the case of an employee taking annual leave at any other time, the first 20 consecutive weeks in the six months immediately preceding the date of taking annual leave.

(c) Where an employee does not qualify for calculation over a 20 week period then the number of weeks will be averaged by the actual number of weeks worked.

(d) In the case of an employee absent on long service leave during any qualifying period of employment, both the period of such leave and the payment based on that period will be excluded in the calculation of the averages.

(e) In calculating the average bonus, all amounts in respect of overtime, shiftwork, penalty or special rates will be excluded.

(f) Part-time employees will in respect of annual leave, be paid only at the rate actually being received by them at such time.

42. Personal/carer’s leave and compassionate leave

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

43. Public holidays

43.1 The following provision supplements the NES.

43.2 An employee must be paid at the rate of 250% for a minimum of three hours when required to work on a public holiday.

Part 8—Superannuation

44. Superannuation

44.1 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.
44.2 Employer contributions

(a) 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.

(b) The employer must pay the amount under clause 44.2(a) no later than 28 days after the end of each month.

44.3 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 44.2.

(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 44.3(a) or (b) no later than 28 days at the end of the month in which the deduction authorised under clauses 44.3(a) or (b) was made.

44.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 44.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 44.2 and pay the amount authorised under clauses 44.3(a) or (b) to any of the following funds:

(a) Australian Super Fund; or

(b) 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 is an eligible choice fund.

44.5 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 44.2 and pay the amount authorised under clauses 44.3(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.
Schedule A—Classifications/Skill Levels

A.1 Trainee

Employees at this level will:

- be new entrants into the industry;

- for a period of up to three months undergo approved (including induction) training so as to enable them to achieve the level of competence required to be classified at Skill Level 1; and

- work under the following conditions: totally defined procedures and methods; constant direct supervision; constant direct training; progressive assessment and feedback.

Training for new entrants will be determined in accordance with the needs of the enterprise, but will involve instruction aimed at assisting trainees to achieve the range of competencies required at Skill Level 1, including:

- the knowledge and skills required to apply relevant Occupational Health and Safety practices and procedures;

- the knowledge and skills required to apply specified quality control standards to their own work;

- the knowledge and skills required to apply specified operation practices and procedures and to meet efficiency requirements; and

- the knowledge and skills required to apply minor equipment/machine maintenance relevant to the equipment involved in the performance of their own work.

A.2 Skill Level 1

Employees at this level will:

- work to defined procedures/methods either individually or in a team environment; and

- exercise skills to perform basic tasks; and

- be aware of and apply basic quality control skills in the receipt and completion of their own work to the specified quality standards.

In addition, according to the needs and operational requirements of the enterprise, employees at this level may be required to:

- exercise the skill necessary to assist in providing basic on the job instruction by way of demonstration and explanation;

- record basic information on production and/or quality indicators as required;

- work in a team environment;
• apply minor equipment/machine maintenance;
• exercise key pad skills;
• exercise the level of English literacy and numeracy skills to effectively perform their tasks; and
• commence training in additional skills required to advance to a higher skill level.

A.3 Skill Level 2

Employees at this level exercise the skills required to be graded at Skill Level 1 and will:
• work to defined procedures/methods, either individually or in a team environment; and
• exercise the skills to perform intermediate tasks; and
• understand and apply quality control skills in their own work and component parts (including understanding of the likely cause/s of deviations to specified quality standards in their own work).

In addition, according to the needs and operational requirements of the enterprise, employees at this level may be required to:
• exercise the skill necessary to assist in providing on the job instruction to employees in skills required at Skill Level 2 and below by way of demonstration and explanation;
• record detailed information on production and/or quality indicators as required;
• exercise team work skills;
• identify and rectify minor equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor;
• exercise basic computer skills; and
• commence training in additional skills required to advance to a higher skill level.

A.4 Skill Level 3

Employees at this level exercise the skills required to be graded at Skill Level 2 and will:
• exercise discretion, initiative and judgment on the job in their own work, either individually or in a team environment;
• exercise skills to perform a complex task/s or perform a series of different operations on a machine/s or use a variety of machine types three of which require the exercise of Level 2 skills; and
• be responsible for quality assurance in their own work and assembly of component parts including having an understanding of how this work relates to subsequent production processes and its contribution to the final appearance of the garment.
In addition, according to the needs and operational requirements of the enterprise, employees at this level may be required to:

- investigate causes of quality deviations to specified standards and recommend preventative action;

- exercise the skills necessary to assist in providing on the job instruction to employees in skills required at Skill Level 3 and below by way of demonstration and explanation;

- record detailed information on, and recommend improvements to, production and/or quality;

- take a co-ordinating role for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 3 and below;

- exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults); and/or

- commence training in additional skills required to advance to a higher skill level.

A.5 **Skill Level 4**

Employees at this level exercise the skills required to be graded at Skill Level 3 and have a comprehensive knowledge of product construction.

Employees at this level will also:

- apply skills and knowledge, equivalent to that of a qualified tradesperson, that have been acquired as a result of training or experience; or

- hold a relevant trade certificate; and

- work largely independently (including developing and carrying out of a work plan to specifications); and

- exercise a range of skills involving planning, investigation and resolution of problems, and/or training, and/or supervision, and/or specialised technical tasks; or

- make a whole garment to specifications, or exercise equivalent skills.

In addition, according to the needs and operational requirements of the enterprise, employees at this level may:

- be required to apply quality control/assurance techniques to their work group or team;

- have designated responsibility for the training of other employees (and if so will be trained trainers);

- be responsible for quality and production records relating to their own work group or team;
be required to take a co-ordinating role for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 4 and below;

be required to exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults and organisation or performance of necessary repair); and/or

commence training in additional skills required to advance to a higher skill level.

A.6 Skill Level 5

Employees at this level exercise the skills necessary to be graded at Skill Level 4 and have a comprehensive knowledge of enterprise products and processes and are principally engaged in specialist tasks

An employee at this level will also:

- apply specialised technical knowledge beyond that of Skill Level 4 to specific task(s) in the product development or production, or production support, training or supervisory field;
- perform at least one of the following activities:
  - consult/liaise with relevant personnel;
  - contribute to product development or production planning; and/or
  - liaise with clients/customers, internal or external;
- work independently to a general work plan or outcome sought, either individually or in a team environment;
- understand and implement quality control techniques and in the course of their work may:
  - make contributions in the diagnosis of quality variations; and/or
  - make or recommend adjustments to maintain quality standards;
- understand and apply workplace health and safety policies and procedures to work activities;
- exercise the skills associated with Skill Level 4 and perform on or more of the following Team Leader activities:
  - allocate and determine work priorities;
  - inspect and ensure the quality of work undertaken by employees;
  - implement and monitor occupational health and safety policies and procedures;
  - ensure labour, materials and equipment are available and used efficiently and, where appropriate, properly maintained;
  - prepare and maintain records and incident reports; and/or
exercise judgment and provide advice on matters requiring the application of the employee’s skill and knowledge;

- in addition to the other required skills, an employee at this level may also:
  - exercise computer skills within the scope of their work;
  - assist with on the job training in combination with supervisors/trainers and/or provide reports and feedback to workplace meetings.

A.7 Storeworker Grade 1

Points of entry

New employee skills/duties

- Responsible for the quality of their own work subject to detailed direction.
- Works in a team environment and/or under routine supervision.
- Undertakes duties in a safe and responsible manner.
- Exercises discretion within their level of skills and training.
- Possesses basic interpersonal and communication skills.
- Indicative of the tasks which an employee at this level may perform are the following:
  - storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
  - preparation and receipt of appropriate documentation including liaison with suppliers;
  - allocating and retrieving goods from specific warehouse areas;
  - basic operation of VDU or similar equipment;
  - periodic stock-checks;
  - responsible for housekeeping in own work environment; and/or
  - use of non-licensed material handling equipment.

Promotional criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next level as a position becomes available.
A.8 Storeworker Grade 2

Points of entry

Storeworker Grade 1

Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Skills/duties

- Able to understand detailed instructions and work from procedures.
- Able to co-ordinate work in a team environment under limited supervision.
- Responsible for quality of their own work.
- Possesses sound interpersonal and communication skills.
- Indicative of the tasks which an employee at this level may perform are the following:

  licensed operation of all appropriate materials handling equipment;
  use of tools and equipment within the warehouse (basis non-trades maintenance);
  VDU operation at a level higher than that of an employee at Storeworker Grade 1.

Promotional criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

A.9 Storeworker Grade 3

Points of entry

Storeworker Grade 2

Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Skills/duties

- Understands and is responsible for quality control standards.
- Possesses an advanced level of interpersonal and communication skills.
- Competent keyboard skills.
- Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
• May perform work requiring minimal supervision either individually or in a team environment.

• Indicative of the tasks which an employee at this level may perform are the following:

  use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc at a level higher than Grade 2;

  operation of all materials handling equipment under licence;

  development and refinement of a store layout including proper location of goods and their receipt and despatch.

• Employee who is responsible for the supervision of and the responsibility for the conduct of work of up to ten employees.

Promotional criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification, the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

A.10 Storeworker Grade 4

Points of entry

Storeworker Grade 3

Proven and demonstrated skills to the level required of this grade.

Skills/duties

• Implements quality control techniques and procedures.

• Understands and is responsible for a warehouse or a large section of a warehouse.

• Highly developed level of interpersonal and communication skills.

• Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.

• Exercises discretion within the scope of this grade.

• Exercises skills attained through the successful completion of an appropriate warehousing certificate.

• Indicative of the tasks which an employee at this level may perform are the following:

  liaising with management, suppliers and customers with respect to stores operations;

  detailing and co-ordinating activities of other storeworkers and acting in a leading hand capacity for in excess of ten storeworkers;
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maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports of stock movement, despatches, etc.

These skill levels are to be read in conjunction with an explanation of the terms contained in Schedule E.
Schedule B—Apprentices

B.1 An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.

B.2 For the purposes of this award, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or Apprenticeship Authority, where the qualification outcome specified in the Training Agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.

B.3 An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.

B.4 Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade or occupation provided for in this award.

B.5 In order to undertake trade training in accordance with B.1 a person must be a party to a contract of apprenticeship training agreement in accordance with the requirements of the Apprenticeship Authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.

B.6 An apprentice who attends a technical school and presents reports of satisfactory attendance and conduct must be reimbursed by their employer for all fees paid by the apprentice in respect of any course prescribed, at the end of each term.

B.7 The probationary period of an apprentice must be as set out in the training agreement or contracts of apprenticeship consistent with the requirements of the apprenticeship authority and with state legislation but must not exceed three months.

B.8 An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.

B.9 Except as provided in this clause or where otherwise stated all conditions of employment specified in this award will apply to apprentices.

B.10 No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this award or state legislation or regulation.

B.11 No apprentice under the age of 18 years will be employed on any shift other than the day shift. An apprentice over the age of 18 years by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by any legislation, award or regulation applicable to him or her.

B.12 An apprentice must not work under any system of payment by results.
B.13 An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee’s attendance at school for the period.

B.14 The provisions of this clause will be read in conjunction with any state legislation or regulation relating to apprentices provided that the provisions of the state legislation or regulation:

- are not inconsistent with this award; and
- does not operate to the exclusion of clauses 20.9 and 20.10.

B.15 Provisions of any state award, legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of apprenticeship authorities over apprentices and employers are deemed not to be inconsistent with this award.

B.16 Apprentices are entitled to the NES, as supplemented by this Award, except for Notice of Termination and Redundancy Pay.

B.17 The ordinary hours of employment of apprentices must not exceed those of the tradespersons in their workshop.

B.18 The number of apprentices which may be employed by any employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by such employer in such trade.

B.19 Adult apprentices

B.19.1 An adult apprentice means a person 21 years of age or over who enters into a training agreement or contract from the first time and is registered in the form prescribed by the relevant State Apprenticeship Authority.

B.19.2 Where the relevant State Apprenticeship Authority approves an application from an employee who has been employed in the relevant industry for at least two consecutive years and the Authority is satisfied that the applicant has sufficient theoretical and practical knowledge the Authority may, subject to any conditions it may determine, permit the applicant to advance within the apprenticeship period by a maximum of two years.

B.20 School-based apprentices

B.21 The following provisions apply to school-based apprentices.

- A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

- The hourly rates for full-time junior and adult apprentices as set out in this award will apply to school-based apprentices for total hours worked including time deemed to be spent in off the job training.

- For the purposes of the above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be
25% of the actual hours each week worked on-the-job. The wages paid for training
time may be averaged over a semester or year.

- The school-based apprentice will be allowed, over the duration of the
  apprenticeship, the same amount of time to attend off-the-job training as an
  equivalent full-time apprentice.

- For the purposes of this subclause, off-the-job training is structured training
delivered by a Registered Training Organisation separate from normal work duties
or general supervised practice undertaken on the job.

- The duration of the apprenticeship will be as specified in the training agreement or
  contract for each apprentice. The period so specified to which the apprentice wage
  rates apply must not exceed six years.

- School-based apprentices will progress through the wage scale at the rate of
  12 months progression for each two years of employment as an apprentice.

- These rates are based on a standard full-time apprenticeship of four years. The rate
  of progression reflects the average rate of skill acquisition expected from the
  typical combination of work and training for a school-based apprentice undertaking
  the applicable apprenticeship.

- Where an apprentice converts from school-based to full-time, all time spent as a
  full-time apprentice will count for the purposes of progression through the wage
  scale. This progression will apply in addition to the progression achieved as a
  school-based apprentice.

- School-based apprentices will be entitled pro rata to all of the conditions of
  employees under this Award.
Schedule D—Outworkers

D.1 Definitions

D.1.1 Arrangement means any arrangement made by a principal with any legal or natural person to have work carried out for the principal, whether or not the person carries out the work, but does not include employment of an employee who is not an outworker to carry out the work.

Note: The obligations in this part apply whether or not a principal has obtained the work which is the subject of the arrangement pursuant to any other arrangement or from any other person.

D.1.2 Ordinary working week means the hours and days occurring between midnight on Sunday night and Midnight on Friday night in any week.

D.1.3 Outworker means:

(a) an employee, who, for the purposes of the business of the employer, performs work at private residential premises or at other premises that are not business or commercial premises of the employer; or

(b) an individual who is a party to a contract for services and who, for the purposes of the contract, performs work:

(i) in the textile, clothing or footwear industry; and

(ii) at a private residential premises or at other premises that are not business or commercial premises of the other party to the contract or (if there are two or more other parties to the contract) of any of the other parties to the contract.

D.1.4 Principal means:

(a) An employer; or

(b) An eligible entity within the meaning of section 576K of the Act.

And may include a retailer, supplier, contractor or subcontractor

D.1.5 Work means work on or in relation to any garment, article or material in the textile, clothing and footwear industry, including for example design,

D.1.6 Worker means:

(a) An outworker, or

(b) A person who personally performs work which is the subject of an arrangement.
D.2  General requirements for making arrangements

D.2.1  Registration

(a) A principal must be registered by the board of reference under clause D.5.7 prior to making any arrangement.

(b) A principal must not make any arrangement with another principal unless the other principal is registered by the board of reference under clause D.5.7.

D.2.2  Work records

(a) Upon making an arrangement, a principal must make and retain a written record (a “work record”) which contains:

(i) The principal’s name, address, ABN/ACN and/or registered business number;

(ii) The principal’s board of reference registration number;

(iii) The name and address of the person to whom the arrangement applies;

(iv) The address(es) where work is to be performed;

(v) The time and date for commencement and completion of the work;

(vi) A description of the nature of the work required and the garments, articles or material to be worked on (including diagrams where available and details of the type of garment or article, seam type, fabric type, manner of construction and finishing)

(vii) The number of garments, articles or materials of each type;

(viii) The sewing time for the work required on each garment, article or material; and

(ix) The price to be paid for each garment, article or material.

(b) A copy of a work record must be given to the person with whom the arrangement is made prior to the commencement of any work which is the subject of the arrangement.

D.2.3  Lists

(a) A principal must make and retain a list (“List”) containing the name and address of each person with which it makes an arrangement and the date each arrangement is made.

(b) A principal must provide a copy of the List to the Industrial Registrar and to the relevant State Branch of the Union within 7 days of the last working day of February, May, August and November of each year.

(c) The Industrial Registrar may allow an organisation with a legitimate interest in the Textile, Clothing and Footwear Industry to peruse the List.
D.2.4 Terms of arrangements

A principal must not make an arrangement unless:

(a) The arrangement contains a term requiring the person with whom the arrangement is made to have a written agreement with any other person who performs any work which is the subject of the arrangement;

(b) The written agreement must specify each of the matters set out in clause D.2.2(a); and

(c) The written agreement must provide for wages and conditions no less favourable than those contained in clauses D.3 and D.4.

D.3 Additional requirements for making arrangements with workers

D.3.1 A principal must comply with this clause in addition to clause D.2 where the principal makes an arrangement:

(a) with a worker; or

(b) with a body corporate owned or managed by the worker or member of their family.

D.3.2 Written agreements

Prior to the commencement of work which is the subject of an arrangement, a principal must make a signed written agreement (“Written Agreement”) with the worker which specifies:

(a) whether the principal will provide the worker with work on a full-time or part-time basis; and

(b) if part-time, the agreed number of hours of work per week in accordance with clause D.4.2(a).

D.3.3 The proposed terms of the written agreement must be expressed clearly and simply in a language the worker understands and must be provided in writing to the worker in that language a reasonable time before it is signed.

(a) Any proposed variation of the written agreement must also comply with clause D.3.2(b) and will take effect three days after an agreement to vary the written agreement (“Variation Agreement”) is signed.

(b) A copy of the proposed written agreement, the signed written agreement and any variation agreement, along with an English language version of each document if in a language other than English, must be retained by the principal (“Written Agreement Records”).

D.3.4 Additional information in work records

A work record in respect of an arrangement under this clause must contain the following information in addition to that prescribed in D.2.2:
(a) The time and date for the garments, articles or materials to be provided to and picked up from the worker to facilitate commencement and completion of work in accordance with D2.2(a)(v);

(b) Details of the time standard applied in accordance with clause D.4.4(a) in order to determine the appropriate sewing time for the purposes of clause D.2.2(a)(viii);

(c) The number of working hours that will be necessary to complete the work, calculated by multiplying the number of garments at clause D.2.2(a)(vii) by the sewing time per garment, article or material at clause D.2.2(a)(viii); and

(d) The number of hours and days within the ordinary working week that will be necessary to complete the work in order to determine the appropriate time and date of commencement and completion at clause D.2.2(a)(v), and

(e) The total amount to be paid to the worker for the hours and days at clause D.3.4(c), applying the appropriate rates of pay set out at clause D.4.4(b).

D.3.5 A principal must provide the worker with a copy of this Schedule in the appropriate language for the worker.

D.3.6 A principal must provide the worker with the minimum conditions set out in clause D.4.

D.4 Minimum conditions for workers

D.4.1 National Employment Standards

A principal must apply the NES to the worker as though the worker is an employee, whether or not the principal is an employer or the worker is an employee.

D.4.2 Hours of work

(a) A principal must provide the worker with work which is:
   (i) full-time, 38 hours per week; or
   (ii) regular part-time, with no less than 20 regular hours per week to be agreed between the principal and the worker; or
   (iii) regular part-time, with no less than 15 regular hours per week to be agreed between the principal and the worker with the consent of the Union in accordance with Schedule D—Outworkers to the award.

(b) In each ordinary working week, a principal must not require the worker to complete more than 38 hours’ work, or the agreed number of part-time hours, whichever is less.

(c) Subject to clause D.4.7, in each ordinary working week where the worker is ready, willing and able to work, a principal must pay the worker for either 38 hours’ work or the agreed number of part-time hours’ work, regardless of whether the principal provided enough work for those hours of work to be performed.
D.4.3 **Work on weekends and public holidays**

(a) A principal must not require the worker to work, or set the time and date for commencement and completion of work so that the worker is required to work, on a Saturday, Sunday or public holiday without obtaining the prior written agreement of the worker, specifying the date/s and number of hours to be worked on each date.

(b) Unless otherwise specified in the written agreement, the worker will be deemed to have worked 7.6 hours on each date.

(c) Where, notwithstanding D.4.3(a), the time and date for commencement and completion of work would require the worker to work on a Saturday, Sunday or public holiday:

(i) the time and date for completion will be deemed to be extended by the time necessary to ensure work on a Saturday, Sunday or public holiday is not required; or

(ii) the worker may elect to perform the work and will be deemed to have completed 7.6 hours work on each Saturday, Sunday or public holiday on or between the time and date for commencement and completion of the work.

D.4.4 **Time standards and payment**

(a) In determining how long work will take to perform (the Time Standard), a principal must allow a fair and reasonable time, including:

(i) providing more time for the work to be performed than the time standard set for comparable work undertaken in a workshop or factory; and

(ii) providing reasonable additional time to perform ancillary tasks such as bundling and unbundling, sorting and packing.

(b) A principal must pay the worker at the following rates:

(i) For each minute of work in the ordinary working week, 1/2280 of the weekly rate for the appropriate classification set out at clause 20;

(ii) For each minute of work in excess of 38 hours or the agreed weekly hours, whichever is less, 1.5 times the ordinary minute rate;

(iii) For each minute of work performed or deemed to have been performed on a Saturday, Sunday or public holiday, 200% of the ordinary minute rate; and

(iv) For each public holiday on which the worker does not work, 1/5 of the weekly rate for the appropriate classification set out at clause 20, calculated on a proportionate basis for a part-time arrangement.

(v) Any additional payment due pursuant to clause 22.2 applies not withstanding this clause.
D.4.5 Payment

(a) A principal must pay the worker within two working days’ of the end of the ordinary working week at a time and by a method agreed between the principal and the worker.

(b) At or prior to the time of payment, a principal must provide the worker with details in writing of the gross payment, any deduction made and the net payment.

D.4.6 A principal must provide the worker with all necessary materials, trimmings and sewing threads to perform the work required of the worker, and cause all relevant materials, products, garments or articles to be delivered and collected from the worker at no cost to the worker.

D.4.7 Stand-down

A principal may stand-down the worker where no work is available as a result of circumstances outside the control of a principal, subject to the following conditions.

(a) The principal bears the onus of establishing that no work is available.

(b) The stand-down is for a maximum period of two days in any four week period and ten days per year.

(c) The principal must make and retain a written record of the stand-down (“stand-down record”) setting out the name and address of the worker, the commencement date and duration of the stand-down and the reason for the stand-down.

(d) Within two working days of a stand-down, a copy of the stand-down record must be provided to the worker and the Union.

D.4.8 A principal must apply the remaining provisions of this award to the worker as though the worker is an employee, whether or not the principal is an employer or the worker is an employee, excluding the following clauses:

- Hours of work;
- Overtime;
- Payment of wages;
- Regular part-time employment;
- Award posted;
- Casual employment;
- Dining room allowance;
- Meal allowance;
- Mid day meal break;
- Rest breaks;
• Rest room allowance; and

• Tool allowance.

D.4.9 A principal must not make one or more arrangements covered by this Schedule with more than 10 workers at any one time, unless the principal has the consent of the Union or the board of reference, which may exercise its discretion to allow the principal to do so.

D.5 Registration and board of reference

D.5.1 For the purposes of this part, the registrar must appoint a board of reference for each of the following places:

• Adelaide;
• Brisbane;
• Hobart;
• Melbourne;
• Perth; and
• Sydney,

or at such place as they may from time to time determine.

D.5.2 The Board must consist of two Union representatives and two principal representatives with the addition of the Registrar, or Deputy Registrar, or such person as they may nominate as chairperson of the board. In the event of the representative members of the board being equally divided in opinion, the chairperson may cast their vote to give a majority decision.

D.5.3 Any board member may appoint a nominee to act on their behalf at any time.

D.5.4 Three members, one of whom must be the Registrar or Deputy Registrar or nominee will constitute a quorum.

D.5.5 A Board of Reference may sit at such times and places as the members may agree or the Registrar or Deputy Registrar may fix and may adjourn from time to time and place to place.

D.5.6 The functions of the board of reference are to deal with any matter as provided for in this part.

D.5.7 Powers of board of reference to register principals

(a) On application, the board of reference may register a principal on conditions it determines for a period of twelve months.

(b) The board or Reference may revoke the registration of principal for failure to comply with any or all of such conditions.

(c) Upon registration, the board of reference will give principal a registration number.
(d) The Registrar will maintain a record of registered principals.

(e) At the time of registration, and on each anniversary of registration, a principal must place a notice in the public notices column of a metropolitan daily newspaper circulating throughout any state in which work is to be performed stating:

(i) the principal’s name, address and ABN/ACN;
(ii) that the principal is registered under this award;
(iii) the principal’s registration number;
(iv) the location at which all relevant records, including but not limited to work records, lists, written agreement records and stand-down records, in the principal’s possession or custody may be inspected by the Union.

(f) A principal may make an agreement in writing with the Union or apply to the board of reference to be exempted from the notice requirement. A copy of any written agreement made between a principal and the Union must be lodged with the Industrial Registrar.

D.6 Observance of award

D.6.1 A principal must not, in any way, whether directly or indirectly, be a party to or concerned in conduct that:

(a) hinders, prevents or discourages the observance of this part;
(b) causes or encourages or is likely to cause or encourage, a breach or non-observance of this Part.

D.6.2 A principal must retain all work records, lists, written agreement records and/or stand down records required under this part for a period of six years after the relevant record was made.

D.6.3 Within two working days of a request being made, the principal’s work records, lists, written agreement records and/or stand down records must be provided by the principal to the Union for inspection and copying:

(a) At a time and place agreed between the Union and the principal; or
(b) In the absence of agreement, between 8.00 am and 5.00 pm on a working day at an alternative appropriate premises nominated by the principal within a 50 kilometre radius of the principal’s premises (which may be the principal’s premises); or
(c) If the principal fails to nominate such a place, between 8.00 am and 5.00 pm on a working day at an appropriate place nominated by the Union within a 50 kilometre radius of the principal’s premises (which may include the Union’s premises but must not include the principal’s premises).

D.6.4 The Union will not divulge any information contained in a work record in compliance with D.2.2(a)(ix) concerning the price to be paid for each garment or
D.7 **Recovery of unpaid remuneration**

**D.7.1 Unpaid remuneration** includes any amount payable to a worker, whether or not an arrangement applies to the worker, including but not limited to amounts in respect of:

(a) commission;

(b) leave or other entitlements; and

(c) reimbursement or compensation for an expense incurred or loss sustained by the person,

which has not been paid to the worker.

**D.7.2 Extended liability of principal**

(d) A principal who makes an arrangement will be liable for any unpaid remuneration payable to a worker engaged by a person with whom the arrangement is made (“the Person”), unless:

(i) the principal has obtained a written statement (“Written Statement”) from the person that all unpaid remuneration payable to the worker has been paid; and

(ii) the principal does not have reason to believe that the written statement is false.

(e) A principal may withhold any payment due to the person until the person provides a written statement to the principal. Any penalty for late payment under the arrangement does not apply to a payment withheld under this clause.

(f) Where the person is also a principal, the person must not provide a written statement knowing it to be false.

(g) Clause D.7.2 does not apply where the person is bankrupt or under external administration and payments under the arrangement are payable to the administrators or trustee in bankruptcy.

(h) Nothing in this subclause limits or excludes any other liability or right of recovery in respect of:

(i) Unpaid remuneration; or

(ii) Money owed by a principal to the person.

(i) A principal is not excluded from liability pursuant to this subclause by obtaining a written statement from a body corporate owned or managed by the worker.
D.7.3 Extended liability of apparent principal

(a) A worker may make a claim (“the Claim”) for any unpaid remuneration relating to the work against a principal who the worker believes they carried out the work for (“the Apparent Principal”).

(b) A claim can be made by serving a statutory declaration on the Apparent Principal within six months after the completion of the work specifying:

(i) the name of the worker;
(ii) the address at which the worker may be contacted;
(iii) a description of the work done;
(iv) the date or dates on which the work was done; and
(v) the amount of unpaid remuneration claimed in respect of the work.

(c) An apparent principal served with a claim will be taken to be liable for the unpaid remuneration other than where:

(i) the apparent principal serves the claim on another person that the apparent principal knows or reasonably believes is liable for the claim (“the Liable Party”) within 14 days: and
(ii) the apparent principal notifies the worker of the service; and
(iii) the liable party pays the unpaid remuneration to the worker within 14 days of the service; and
(iv) the liable party serves notice in writing on the Apparent Principal that payment has been made and the amount.

(d) An apparent principal may set off or deduct any unpaid remuneration paid to the worker from any amount the Apparent Principal owes to the Liable Party.

(e) Nothing in this subclause limits or excludes any other liability or right of recovery in respect of:

(i) unpaid remuneration; or
(ii) money owed by an apparent principal to a liable party.

(f) A principal or apparent principal will not be liable for any unpaid remuneration pursuant to this clause to the extent that the principal or apparent principal proves that the relevant work was not done or the amount of unpaid remuneration claimed is in excess of the amount to which the worker is entitled.

(g) An apparent principal is not excluded from liability pursuant to this subclause by obtaining a written statement from any party, including (but not limited to) a body corporate owned or managed by the worker. A principal or apparent principal is not excluded from liability pursuant to this subclause by obtaining
a written statement from, or serving a claim upon, a body corporate owned or managed by the worker.
Appendix to Schedule D—Information to be given to outworkers

Preamble

If you work at home or outside a workshop or factory making garments, or parts of garments or sewing sheets etc, you may be an outworker.

If you are an outworker, you are entitled to the same wages and conditions, in general, as workers in clothing factories.

The Clothing Trades Award 1999 sets out legally enforceable rights and obligations. This applies to all outworkers including employees, independent contractors, and holders of business name registrations.

According to this law some of the entitlements outworkers must receive are set out below:

Hours of work

An outworker may only be employed to work full-time, which is 38 hours a week, or regular part-time, which must be at least 15 hours per week. The hours must be agreed to in advance by the outworker and the employer.

This means you are guaranteed payment for the agreed number of hours per week, even if you are not given any work, unless you are stood-down in accordance with the award.

You cannot be required to work on Saturdays, Sundays or public holidays. You may agree to work on those days if asked to do so by your employer. You will have to be paid overtime rates if you do work on these days.

As a full-time or regular part-time worker you can only be required to work seven hours and 36 minutes each day. If you are asked by your employer to work more than this number of hours, you must be paid overtime.

This means that even if you are paid by the piece you cannot receive less than the hourly award rate of pay.

Overtime

If you agree to work more than seven hours and 36 minutes in a day, Monday to Friday, you must be paid one and a half times the normal hourly rate for each hour over the seven hours and 36 minutes.

For every hour you agree to work on a Saturday, Sunday or public holiday, you must be paid double the normal hourly rate.

Wages

According to law, as at 1 January 2010, the usual weekly wage for 38 hours, Monday to Friday, is $583.00.

The hourly rate is $15.34. Remember, the law says you must not be paid less than the hourly rates according to the award.
**Annual leave (holidays)**

You are entitled to annual leave. You should get paid 20 working days’ paid leave for every year you work full-time. You should be paid before you go on holidays, and this holiday pay should include an extra amount - a holiday leave loading - of 17.5% of your pay.

This amount of annual leave for regular part-time workers depends on the hours you work in a 12 month period. The Textile, Clothing and Footwear Union of Australia or Department of Industrial Relations or The Australian Industry Group or Chamber of Manufactures of New South Wales or Victorian Employers Chamber of Commerce and Industry or Textile, Clothing and Footwear Council of Australia will help you to work this out.

Payment for public holidays (such as Christmas or New Year’s Day) which occur when you are on leave, should be added onto your holiday pay.

**Public holidays**

If you normally work on a day on which a public holiday falls you should receive a day’s pay without working on that day. Some States have different public holidays but all have about 10 different public holidays a year.

The public holidays that apply across Australia are New Year’s Day (1 January), Australia Day (26 January), Good Friday and Easter Monday in March or April, ANZAC Day (25 April), Christmas Day and Boxing Day (25 and 26 December). There are extra public holidays that apply on different days in different States.

**Superannuation**

By law, your employer has to make a superannuation contribution of up to 9% to an approved fund, for you. Normally, this would be the Australian Retirement Fund, which is approved by both union and employer organisations.

The Textile, Clothing and Footwear Union of Australia or Department of Industrial Relations or The Australian Industry Group or Chamber of Manufactures of New South Wales or Victorian Employers Chamber of Commerce and Industry or Textile, Clothing and Footwear Council of Australia will help you to work this out.

**Workers Compensation**

If you become ill or suffer injury as a result of the work you do you may be entitled to workers compensation, which helps you pay for any treatment you might need to get better, and for time off work.

The laws covering workers compensation are different in each State and it is important that you contact The Textile, Clothing and Footwear Union of Australia or Department of Industrial Relations or The Australian Industry Group or Chamber of Manufactures of New South Wales or Victorian Employers Chamber of Commerce and Industry or Textile, Clothing and Footwear Council of Australia for information and help to make a claim.

**Materials**

Your employer must provide all necessary materials, trimmings and sewing threads for the work you are doing.
Delivery and pick up

The employer must deliver and pick up the work free of charge to you.

Record of work

Every time you receive work you should keep a record.

This should show:

- employer’s name, address and telephone number;
- the date you receive the work and the date the work was completed;
- the number of hours and days it took to do the work;
- the number of items, what the item is and how long it took to make each item; and
- the total amount of money paid for the completed work.
Schedule E—Definitions

Clothing and footwear

Basic tasks

Uncomplicated tasks which are easily learned and involve little decision making whether machine or non machine. Basic machine tasks are those where the positioning of the work may be controlled by guidebars and sensor lights or other such guiding devices or where there is uncomplicated feeding of the fabric.

Intermediate tasks

Tasks which are more difficult to learn, involve more decision making than Skill Level 1 tasks and which may require fabric knowledge, whether machine or non machine. Intermediate machine tasks require skill in positioning, feeding and handling of work involving directional changes, contouring or critical stopping points, or require feeding and handling skills beyond those of a Skill Level 1 operator because of fabric variation. Intermediate non machine tasks require skills to perform a sequence of related tasks.

Complex tasks

Tasks which are more difficult to learn and involve a higher level of decision making than Skill Level 2 tasks, whether machine or non machine. Complex machine tasks require fabric manipulation skills and knowledge beyond those of a Skill Level 2 operator to perform more difficult tasks or to handle and align the sections while ensuring correct shaping of the end result because of the complexity of combining parts or because of frequent variation in fabrics.

Series of different operations on a machine/s

Performing a sequence of different operations on a machine/s to complete the majority of a complex garment.

Machine

Any piece of equipment which performs a significant part of an operation in:

- designing/grading of patterns;
- marker spreading;
- spreading of fabric; and
- cutting, sewing, finishing, pressing and packaging of products and which is powered by an external source i.e. electricity, steam or compressed air or combinations of these. Hand tools are not machines and refer to those items which are primarily powered by the operator e.g. scissors, shears, staplers, tagging guns and tape dispensers.

Variety of machine types

Three or more different types of machines which are sufficiently different in their operation to require the exercise of different skills (i.e. a button holer and a button sewer are the same
machine type for this purpose whereas a button holer and an overlocker are different machine types).

Whole garment machinist or equivalent skills

A machinist who works largely independently in producing a complex garment from written specifications and patterns. Examples of “equivalent skills” include:

- sample machinist;
- a machinist who performs each of the operations required to complete a complex whole garment from specifications; and
- a fully multi-skilled machinist who is required to perform any of the operations involved in the making of a complex whole garment to specification.

Skill

The application of a combination of abilities, knowledge and attributes to competently perform a given activity or activities.

Competence

The ability to perform a particular activity or activities to a prescribed standard (or standards) and under a prescribed set of circumstances.

Component parts

The parts of the product which the operator receives in order to perform their job.

Key pad skills

Ability to use a small panel of keys, either numerical or with symbols, to operate equipment.

Basic computer skills

Use of a computer to enter, retrieve and interpret data.

Co-ordinating role

A role which involves responsibility for organising and bringing together the work and resource requirements of a work group or team.

Defined procedures/methods

Specific instructions outlining how an operator is to do their job.

Largely independently

Where the employee is accountable for own results including:

- carrying out assigned task;
- co-ordinating processes; and
- setting and working to deadlines.
Designated responsibility
Identified by management as a person with a specific role or responsibility.

Minor equipment/machine maintenance
Includes cleaning and minor adjustments to the equipment involved. In the case of sewing machines for example, it may include:

- changing needles;
- cleaning;
- lubrication; and/or
- tension and stitch adjustment.

On-the-job instruction
Demonstrating, showing, explaining and/or guiding other employees as to how to perform a particular task or operation to a competent standard.

Quality assurance
The overall system and plans used to provide confidence that goods and services will satisfy given requirements.

Quality control
The activities used to check that materials and products meet quality specifications; includes the grading of product into acceptable and unacceptable categories.

Quality deviations
Departures from a quality standard.

Quality indicators
Information used to determine whether a quality standard has been met.

Specified quality standards
Detailed standards against which quality is measured.

Team environment
An environment involving work arrangements in which a group of people work closely, flexibly and in co-operation with each other to ensure efficient and effective performance.

Shoe
A shoe is to include all forms of foot covering that is generally made in the footwear industry and will encompass shoes, boots, and complex sandals.
Textile employees

Competence

The ability to perform a particular activity or activities to a prescribed standard (or standards) and under a prescribed set of circumstances.

On-the-job instruction

Demonstrating, showing, explaining and/or guiding other employees as to how to perform a particular task or operation to a competent standard.

Skill

The application of a combination of abilities, knowledge and attributes to competently perform a given activity or activities.

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- changing needles;
- cleaning;
- lubrication; and/or
- tension and stitch adjustment.

Defined procedures/methods

Specific instructions outlining how an employee is to do their job.

Team environment

An environment involving work arrangements in which a group of employees work closely, flexibly and in co-operation with each other to ensure efficient and effective performance.

Basic tasks

Non make up section

Uncomplicated tasks which are easily learned and involve little decision making whether machine or non-machine.

Performs a range of simple manual tasks:

- inspects and/or examines and/or uncomplicated grading/pairing raw materials/yarns/fabrics etc for faults (non-machine operations); and/or
carries out simple tests on yarns/fabrics etc outside a laboratory environment; and/or

- transfers, removes or supplies fabric, yarn, tickets, bobbins etc to other employees or from one section to another; and/or

- performs basic machine tasks (see definition below).

**Make up section**

- uncomplicated tasks which are easily learned and involve little decision making whether machine or non-machine; and/or

- basic machine tasks are those where the positioning of the work may be controlled by guide-bars and sensor lights, or other such guiding devices, or where there is uncomplicated feeding of the fabric.

**Basic machine tasks**

In the make up section basic machine tasks are those where the positioning of the work may be controlled by guide-bars and sensor lights, or other such guiding devices, or where there is uncomplicated feeding of the fabric or uncomplicated machine related tasks.

In the non make up section, basic machine tasks involve those of a sock turner.

Provided, however, for the purposes of this subpart, an employer will approach the relevant authorised officer of the relevant union where it is thought that the operation of any machine (other than a sock turner) only requires the performance of basic machine tasks (i.e. uncomplicated machine related tasks).

If the relevant authorised officer of the relevant union and the employer agree that the operation of the machine requires the use of basic machine tasks, they will record this agreement in writing.

**Specified quality standards**

Detailed standards against which quality is measured.

**Quality indicators**

Information used to determine whether a quality standard has been met.

**Key pad skills**

Ability to use a small panel of keys, either numerical or with symbols, to operate equipment.

**Additional skills**

Skills that can be developed by an employee through training to assist that worker to become qualified for a higher skill level.

**Pedestrian Fork Lift Operator** means an employee operating from a standing position adjacent to a self powered fork lift appliance with which loads are handled, either solely by means of forks or tines mounted on a sliding carriage, or a vertical or near vertical mast, or by such means together with the use of a jib, ram, grab or other attachment. This definition
specifically excludes stillage trucks or other appliances designed to lift and move a pallet or pallets within 30cm of floor level.

**High Rise Stacker Operator** means an operator of a device known as a high rise stacker where both the operator and the lift ascend with the load above the floor level of up to 12 metres.

A high rise stacker operator in addition to being a qualified fork lift driver will have undertaken additional training and be qualified to operate a high rise stacker in accordance with the various state acts.

**Warehouse employees**

**Warehouse employee** means an employee (other than foreman/woman) performing up to any of the following functions:

**Sorting and storing**

Assist in unloading trucks, trolleys or other transportation devices. Sort or check goods and take them to appropriate places (bins, shelves, stacks) in warehouse for storage. Enter on cards or labels.

**Order processing**

Make up orders to specifications by selecting goods from storage places in warehouse and assembling them for packing or parcelling. Enter on cards or labels.

**Wrapping or packing**

Check, pack or wrap assembled goods, address and weigh. Assist in loading. Enter on cards or Labels.

Provided that any person performing more than two of the above functions will be classified as **storeman/woman**.

Provided also that an employee engaged exclusively in sorting and/or storing and/or dispatching of goods partly processed within an workplace and held in a storage area pending further processing within that workplace will be regarded as a warehouse employee.

Provided further that **warehouse employee** will not include:

- an employee who in the course of manufacture merely encloses goods in the uniform container or containers in which such goods are ordinarily sold by the manufacturer;
- an employee employed solely in cleaning or labouring duties in or about a warehouse or in connection with the work of a warehouse employee will not be deemed, by reason only of the employee’s performance of such duties to come within the definitions;
- a foreman/woman or other person in charge in such warehouse or place who does not ordinarily work manually therein as a warehouse employee.
Wool and basil employees

**Wool and basil employees** are employees who are required to work on pulling sheep skins, pie or piece picking, or any other class of work connected with wool scouring and carbonising.

**Assistant foreman/woman and/or overlooker** means an employee appointed as such by the management.

**Designer—Creative** means an employee engaged as such and who in the course of their employment is required to create original designs and master sketches and may supervise and correct the work of other designers and technical drawers.

**Designer—Other** means an employee engaged as such and who is required to produce master sketches from designs supplied by the employer and in doing so may be required to adapt or correct such designs, or is required to produce original drawings (not being master sketches) or adaptations.

**Fancy Warper Woollen and Worsted Division** means an employee who in the construction of warps containing different counts, shades, qualities or twists of yarn, uses two or more colours or where yarn is of a similar count, shade, quality or twist, three or more colours.

**Machine Operator and/or Attendant** means an employee who in the course of their duty, is called upon to operate a machine and does not include an employee whose sole duty is carrying material to and from a machine.

**Recorder** means an employee whose main duties are entering of production figures on tickets and/or sheets, weighing and/or classifying the materials and/or making simple book entries.

**Sewing Machine Mechanic** means an employee:

- who has served an apprenticeship as such or who, in the view of the employer and the union, has undergone equivalent training and/or experience; and
- who is engaged to assemble, adjust, test and lubricate, to dismantle machines and trace faults, to repair and replace mechanisms and to be able to make and install a multiplicity of attachments and to use all tools commonly used in the industry, for the correct and efficient operation of all sewing machines.

**Textile Mechanic** means an employee:

- who has served an apprenticeship as such or who, in the view of the employer and the union, has undergone equivalent training and/or experience;
- who possesses a knowledge of yarns, fabrics, cloth structure and designs and the ancillary processes connected with the different types of machinery; and
- who is engaged in maintenance, mechanical adjustments, assembling, dismantling, replacement of parts (other than those parts replaced by machine operators in the course of their normal duties), and to be able to make and install attachments, and to use all tools commonly used in the industry, and setting of different types of machines for their correct and efficient operation, and all things incidental thereto.
Technical Drawer means an employee engaged as such who in the performance of their duties prepares stencils or films for screen printing by tracing or working from master sketches or similar artwork or designs.

Textile Mechanic Special Class and Textile Mechanic (Sewing Machine) Special Class means a textile mechanic (as defined) who is principally engaged in servicing and maintaining complex equipment requiring the application of additional knowledge.

In this definition complex equipment means textile production equipment with control systems derived from advanced electronic, pneumatic, hydraulic or robotic technology. Additional knowledge means knowledge in excess of that of the textile mechanic which has been acquired by the textile mechanic by virtue of:

- having had not less than two years’ on the job experience as a textile mechanic working mainly on such complex equipment as will enable the textile mechanic to perform such work unsupervised, where necessary and practicable; and

- having either the satisfactory completion of a post trade course relevant to that equipment or the achievement of a comparable standard of knowledge by other means, including on the job training and the experience referred to in part (a) hereof, gained a sufficient comprehension of such complex equipment as will enable the textile mechanic to perform such work.