



# DRAFT DETERMINATION

*Fair Work Act 2009*

s.156 - 4 yearly review of modern awards

## **4 yearly review of modern awards**

(AM2014/91)

## **TEXTILE, CLOTHING, FOOTWEAR AND ASSOCIATED INDUSTRIES AWARD 2010**

[MA000017]

Clothing industry

JUSTICE ROSS, PRESIDENT  
DEPUTY PRESIDENT CLANCY  
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

*4 yearly review of modern awards – Textile, Clothing, Footwear and Associated Industries Award 2010 – modern award varied.*

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Textile, Clothing, Footwear and Associated Industries Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

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# Textile, Clothing, Footwear and Associated Industries Award 20XX

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## Part 1—Application and Operation of this Award

### 1. Title and Commencement

- 1.1 This award is the *Textile, Clothing, Footwear and Associated Industries Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 2. Definitions

In this award, unless the contrary intention appears:

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

**allied manufacturing and fabricating industries** has the meaning given in clause 4.2.

**bag making industry** has the meaning given in clause 4.2.

**button making industry** has the meaning given in clause 4.2.

**clothing industry** has the meaning given in clause 4.2.

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

**employee** means national system employee within the meaning of the [Act](#).

**employer** means national system employer within the meaning of the [Act](#).

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

**Fair Work Commission** means the Fair Work Commission or its successor.

**footwear industry** has the meaning given in clause 4.2.

**junior employee** has the meaning given in clause 12—Junior employees.

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

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the [Act](#).

**on-hire** means the on-hire of employees to a client, where such employees work under the general guidance and instruction of the client or a representative of the client.

**ordinary hourly rate** means the hourly rate for the employee's classification specified in clause 19—Minimum rates, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes.

**outworker entity** has the same meanings as defined under the [Act](#).

**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** means the minimum rate for General Skill Level 4 in clause 19—Minimum rates.

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

### 3. The National Employment Standards and this award

3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

3.4 Outworkers covered by Schedule E—Outwork and Related Provisions, will be provided with the information sheet appended to that Schedule.

### 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 industries set out in clause 4.1 are defined as follows:

- (a) **allied manufacturing and fabricating industries** includes but is not limited to:
  - (i) processing and treatment of raw cotton;
  - (ii) 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;

- (iii) weaving, including hand weaving braids, fabrics, materials and/or webbing tapes of all kinds and descriptions;
  - (iv) dyeing, bleaching, coating, calendering, cleaning and/or finishing of all types of fabrics, filament yarns, wool tops, yarns and articles of all descriptions up to and including the completed product;
  - (v) printing including hand printing, screen and/or roller printing and stamping of fabrics and/or articles of all kinds and descriptions;
  - (vi) mending and/or repairing (including invisible mending) of fabrics and/or articles of all kinds and descriptions;
  - (vii) manufacturing of artificial silk, filament yarns, man-made fibres and/or synthetic fibres;
  - (viii) knitting and the manufacture of hosiery, half hose, children's hose, underwear, outerwear, jersey piecegoods, fabrics and like goods or materials;
  - (ix) storing, sorting, scouring, carbonising, mixing, blending and combing of wool and top-making;
  - (x) storing, blending, carding or garnetting of wool, hair, or other fibres, felting, needling, milling, tentering and/or drying; and
  - (xi) every operation, process, duty and function or calling carried on or performed in or in connection with or incidental to any of the foregoing.
- (b) **bag making industry** includes bag making and repairing, including manufacture of jute, hessian, calico and stockinette bags, water bags, tents, tarpaulins, blinds and covers;
- (c) **button making industry** includes haberdashery and manufacture and/or treatment of buckles, buttons and of badges;
- (d) **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;
- (e) **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;

- (f) **textile industry** includes artificial silk; blinds; braids; carpets; cloth, including shade cloth; commission dyeing, bleaching and finishing; cotton; 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; medical dressings, materials and supplies; mercerising; narrow fabrics; non-woven fabrics; personal and household hygiene products; printing of textiles; pure silk; quilting; ribbons; synthetic fibres and yarns; tassels; technical textiles; textile waste and flock; trimmings; wadding; webbing tapes; woollen and worsted; and woven materials.

**4.3** This award covers all outworker entities who are covered by the terms of this award in respect of Schedule E—Outwork and Related Provisions.

**4.4** This award covers any employer which supplies labour to a business in the textile industry, clothing industry, bag making industry, button making industry, footwear industry and allied manufacturing and fabricating industries (as defined in clause 4.2) on an on-hire basis. Clause 4 operates in respect of on-hire employees in classifications covered by this award while engaged in the performance of work for a business in the above industries. Clause 4.4 operates subject to the exclusions from coverage in this award.

**4.5** This award does not cover:

- (a) electricians;
- (b) clerical employees within the application of the *Clerks—Private Sector Award 2020*;
- (c) maintenance tradespersons and their apprentices covered by the classifications contained in the *Manufacturing and Associated Industries and Occupations Award 2020*, save and except for textile, clothing and footwear mechanics/tradespersons and their apprentices covered by the classifications contained in this award.

**4.6** This award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

**4.7** This award covers any employer which supplies labour on an on-hire basis in the textile industry, clothing industry, bag making industry, button making industry, footwear industry and allied manufacturing and fabricating industries (as defined in clause 4.2) in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a

business in those industries. Clause 4.6(c) operates subject to the exclusions from coverage in this award.

**4.8** This award covers employers which provide group training services for apprentices and/or trainees engaged in the textile industry, clothing industry, bag making industry, button making industry, footwear industry and allied manufacturing and fabricating industries as defined in clause 4.2 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.7 operates subject to the exclusions from coverage in this award.

**4.9** 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. Individual flexibility arrangements**

**5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

**5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**5.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**5.4** An individual flexibility agreement cannot be made so as to affect the provisions of Schedule E—Outwork and Related Provisions.

**5.5** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.



- 5.6** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.7** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 5.8** An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.9** Except as provided in clause 5.8(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.10** The employer must give the employee up to 7 working days to enable the employee to seek advice, where appropriate, from the employee's union.
- 5.11** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.12** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.13** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
  - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.14** An agreement terminated as mentioned in clause 5.13(b) ceases to have effect at the end of the period of notice required under that clause.

- 5.15** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on ‘reasonable business grounds’ (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

### **6.2 Responding to the request**

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee’s section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

### **6.3 What the written response must include if the employer refuses the request**

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:

- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

#### **6.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

#### **6.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 40—Dispute resolution.

### **7. Facilitative provisions**

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

#### **7.2 Facilitation by individual agreement**

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

- (a) paying a regular part-time employee a loading;
- (b) broken leave;
- (c) changing the time of taking annual leave;
- (d) rostered day substitution;
- (e) annual leave in advance;
- (f) cashing out of annual leave; and/or
- (g) time off instead of payment for overtime; and
- (h) substitution of public holidays by agreement.

#### **7.3 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:

- (a) changing the day a rostered day off is taken;
- (b) rostered day substitution;
- (c) spread of hours altered by up to one hour at either end of the spread (7.00 am to 7.00 pm); and/or
- (d) not working for more than 5 hours without a meal break unless by agreement.

#### **7.4 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:

- (a) alteration of time standards;
- (b) operation of PBR system;
- (c) changing the starting and finishing times;
- (d) time of taking rostered days off;
- (e) extending annual close down by no more than 2 days;
- (f) closing down in 2 or 3 periods, and time of annual close down;
- (g) calculation of PBR;
- (h) alteration of time standards; and/or
- (i) overtime.

#### **7.5 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.

## 7.6 Individual agreement

An employer may only seek an individual agreement under clause 7 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—Types of Employment and Classifications

### 8. Types of employment

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

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

### 9. Full-time employees

A full-time employee is engaged to work 38 ordinary hours per week.

### 10. Part-time employees

10.1 A part-time employee is a day worker or shiftworker who:

- (a) is engaged to work less than 38 ordinary 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.

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

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

10.4 At the time of engagement the employer and the 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.

10.5 Any variation to the regular pattern of work must be agreed and recorded in writing in accordance with clause 7.

- 10.6** An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day or any shift.
- 10.7** An employer must not require a part-time employee to attend for duty more than once on any one day.
- 10.8** All time worked in excess of the hours mutually agreed in accordance with clauses 10.4 and 10.5 will be overtime and paid for at the rates prescribed in clause 28—Overtime.
- 10.9** A part-time employee must be paid at least:
- (a) if time workers: at the ordinary hourly rate 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 21—Payment by results (PBR), provided that the payment is not less than the hourly rate for their skill level for the time worked.
- 10.10** When calculating a part-time employee's pro rata entitlement to annual leave and personal/carer's leave, the part-time employee must be paid in proportion to the average number of ordinary hours worked in the previous 12 months. If there is not a 12 month period of employment then the calculation will be based on the average number of ordinary hours worked each week for the actual period of employment.
- 10.11** Where a part-time employee works on a public holiday payment will be calculated in accordance with clause 37.3—Work on public holidays.
- 10.12** 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 employment to part-time employment (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. Following transfer to full-time employment accrual will occur in accordance with the provisions relevant to full-time employment. At the request of the employee, the employer must provide to the employee written confirmation of the quantum of the employee's leave entitlements as at the date of conversion.

NOTE: The *Fair Work Regulations 2009* contain obligations in relation to the making and retention of employee records.

## **11. Casual employees**

- 11.1** 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.
- 11.2** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee.
- 11.3** A casual employee must be notified:

- (a) upon initial engagement, that they are engaged as a casual employee; and
- (b) upon any change of employment status, of their new employment status.

**11.4** On each occasion a casual employee is required to work, the casual employee is entitled to a minimum payment for 3 hours' work.

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

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

**11.7** 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.

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

**11.9 Casual loading**

For each hour worked, a casual employee must be paid:

- (a) the ordinary hourly rate; and
- (b) a loading of **25%** of the hourly rate,

prescribed for the relevant classification in which they are employed.

**11.10 Termination of casual employee's employment**

A casual employee will be engaged by the hour. A casual employee's employment can be terminated by either:

- (a) the giving of one hour's notice by either party; or
- (b) the payment or forfeiture of one hour's wages.

**11.11 Casual conversion to full-time or part-time employment**

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 clause 11.11.
- (b) Every employer of such a casual employee must give the employee notice in writing of the provisions of clause 11.11 within four weeks of the employee having attained such period of six months. However, the employee retains their

right of election under clause 11.11 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 clause 11.11(c), and subject to clause 11.11(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 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 clause 11.11.

## **12. Junior employees**

**12.1** A junior employee is an employee who is less than 21 years of age.



12.2 An employer may engage junior employees.

12.3 A junior employee must be paid in accordance with clause 19.6.

### 13. Apprentices

13.1 An employer may engage an apprentice in accordance with Schedule F—Apprentices.

13.2 An employer must pay apprentices in accordance with clauses 19.7 and 19.8.

### 14. Outwork and related provisions

14.1 Arrangements (including for the engagement of outworkers) must be made by Principals in accordance with Schedule E—Outwork and Related Provisions.

14.2 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 1 January 2010) 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).

14.3 In particular, nothing in this award will operate (or is intended to operate) to reduce the scope of application (immediately prior to 1 January 2010) 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 any other provisions of this or any other legislation which are necessary or incidental to the operation of this provision.

## **15. Classifications**

- 15.1** Employees will be classified in accordance with clause 19—Minimum rates and Schedule A—Classifications/Skill Levels.
- 15.2** Upon request by an employee, an employer must advise employees in writing of their classification:
  - (a) at the time of commencement; and
  - (b) at the time of any change to the employee’s classification during the course of the employee’s employment.

## **Part 3—Hours of Work**

### **16. Ordinary hours of work**

#### **16.1 Hours of work**

- (a) Ordinary hours of work are provided for in Division 3 of the [NES](#).
- (b) The average ordinary hours of work for a full-time or casual employee will be fixed by agreement between the employer and the employees but will not exceed an average of 38 hours per week over a 4 week period.
- (c) The ordinary hours of work for a part-time employee will be as agreed in accordance with clause 10—Part-time employees.
- (d) An employer must notify an employee of the starting and finishing times of work each day, which are the ordinary working hours.
- (e) In the clothing industry, an employer must clearly display the ordinary working hours in an obvious place in each workplace.
- (f) An employer must pay an employee for time worked outside or in excess of ordinary working hours in accordance with clause 28—Overtime.

#### **16.2 Spread of hours**

Ordinary hours may be worked between 7.00 am and 7.00 pm for up to 8 ordinary hours per day, Monday to Friday inclusive.

### **16.3 Changes to hours**

- (a) Where the employer and a majority of employees agree, in accordance with clause 7.4:
- (i) Starting and finishing times may be altered by up to one hour at either end of the spread of hours.
  - (ii) The number of hours in a day that may be worked without the payment of overtime may be changed. However, the ordinary hours of work must not exceed 10 hours on any day.
- (b) The starting and/or finishing times in any factory or part of any factory will not be altered without agreement between the employer and majority of employees in accordance with clause 7.4 or after 7 days' notice to affected employees.

## **17. Rostering arrangements**

### **17.1 Arrangement of working hours including rostered days off**

- (a) Where an employer and the majority of employees agree, in accordance with clause 7.4, the hours of work may be worked in accordance with any one of the following methods:
- (i) working shorter hours on one or more days of each week;
  - (ii) fixing a day on which all employees will be off during a particular work cycle;
  - (iii) roster employees off on various days of the week during a particular work cycle.
- (b) An employer must give an employee who is entitled to a rostered day or days off at least 4 weeks' notice in advance of the weekday the employee is to take off.
- (i) If an employee has not accumulated a full day's entitlement when the employee takes a rostered day off, the employee must receive payment for that day for the actual time accrued.
  - (ii) Rostered days off may accumulate to a maximum of 7 days which must be taken:
    - in one or 2 continuous periods within one month of accrual; or
    - by agreement between the employer and a majority of employees, in accordance with clause 7.4.
- (c) 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 of or in excess of these hours must be paid at the appropriate overtime rate in clause 28—Overtime.

- (d) An employer and a majority of employees may agree to vary the arrangement of working hours in accordance with clause 7.4.

- (e) **Rostered day off falling on public holiday**

Rostered days off falling on a public holiday will be dealt with in accordance with clause 37—Public holidays.

## **17.2 Substitution of rostered day off**

- (a) In the case of:

- (i) breakdown in machinery, or failure or shortage of electric power; or
- (ii) requirements of the business in the event of rush orders; or
- (iii) 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.

- (b) The employer and a majority of employees concerned may agree, in accordance with clause 7.4, to substitute the rostered day off agreed to for another day.
- (c) An individual employee, at the individual employee's initiative, may agree with the employer to substitute the day the employee is rostered to take off, for another day.

## **18. Breaks**

### **18.1 Unpaid meal breaks**

- (a) An employee is entitled to an unpaid meal break of not less than 30 minutes and not more than one hour each shift or day.
- (b) If an 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 (clause 28—Overtime) until the break is taken.
- (c) No employee will be required to work for more than 5 hours without a meal break unless:
  - (i) an employer and the majority of employees in an enterprise or part of an enterprise concerned agree to work in excess of 5 hours (but less than 6) without a meal break; and
  - (ii) the agreement is made in accordance with clause 7.4.

### **18.2 Meal breaks—shiftworkers in the textile industry**

- (a) Where 2 eight hour or 3 eight hour shifts are worked, instead of the meal break provided in clause 18.1, the employer has the discretion to, as opportunity

offers, provide the shiftworker a 20 minute paid crib break per shift which will be counted as time worked.

- (b) 7 day continuous shiftworkers are entitled to a paid 20 minute meal break during each shift.

### **18.3 Paid rest breaks**

- (a) An employee is entitled to 2 paid 10 minute rest periods per day, not adjacent to starting and/or finishing times.
- (b) One of the 2 rest breaks will occur in the work period prior to the employee's main meal break and the second will occur in the work period after the employee's main meal break.

### **18.4 Breaks, rests and meal allowance during overtime**

- (a) An employee required to work in excess of one and a half hours overtime will be allowed a meal break of at least 30 minutes and will in addition to any overtime payable be paid meal allowances. The provision of a meal allowance does not apply if the employer provides an adequate meal.
- (b) An employee who works overtime is entitled to a meal break no later than 5 hours after the employee's previous meal break.
- (c) An employee is entitled to subsequent meal breaks no later than 4 hours after each meal break during overtime. The employer must, unless they have notified the employee on the previous day or earlier that such second or subsequent meal will also be required:
  - (i) provide the employee with a second or subsequent meal; or
  - (ii) pay a meal allowance in accordance with clause 22.3(a) for the 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 the overtime is not worked (except as a result of a breakdown in machinery or plant) the employee is still entitled to the meal allowance.
- (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 5 1/2 hours will be worked (inclusive of overtime) following the midday meal break.
- (g) An employee who:
  - (i) is not entitled to a meal break; and
  - (ii) works more than one hour's overtime prior to or after an 8 hour shift,is entitled to a 10 minute paid rest break, paid at the appropriate overtime rate.

**18.5 Minimum break 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) Where an employee has not had at least 10 consecutive hours break between those times, the employee:
  - (i) must be released after completion of such overtime until the employee has 10 consecutive hours off duty without loss of pay for ordinary time occurring during such absence; or
  - (ii) if on the direction of the employer such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid at **200%** of the ordinary hourly rate until released from duty for 10 hours and is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.5 will apply in the case of shiftworkers as if 8 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.

**Part 4—Wages and Allowances****19. Minimum rates**

An employer must pay employees the following minimum rates for ordinary hours worked by the employee:

**19.1 General rates**

<b>Employee Classification/Skill Level</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Trainee	740.80	19.49
Skill level 1	762.10	20.06
Skill level 2	791.30	20.82
Skill level 3	818.50	21.54
Skill level 4	862.50	22.70

<b>Employee Classification/Skill Level</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
Skill level 5 and thereafter	916.60	24.12

**19.2 Wool and basil employee rates**

<b>Employee Classification/Skill Level</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
General hand	740.80	19.49
Operator – Grade 3	762.10	20.06
Operator – Grade 2	791.00	20.82
Operator – Grade 1	820.30	21.59
Senior Operator – Grade 2	862.50	22.70
Senior Operator – Grade 1	889.50	23.41

**19.3 Storeworker rates**

<b>Employee Classification/Skill Level</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
Storeworker Grade 1—on commencement	791.30	20.82
Storeworker Grade 1—after 3 months	801.20	21.08
Storeworker Grade 1—after 12 months	810.90	21.34
Storeworker Grade 2	818.40	21.54
Storeworker Grade 3	842.50	22.17
Storeworker Grade 4	867.20	22.82

**19.4 Warehouse employee rates**

Warehouse employees will be paid \$6.00 less than the minimum weekly rates of pay for the storeworker set out in clause 19.3.

<b>Employee Classification/Skill Level</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
Warehouse Grade 1—on	785.30	20.67

<b>Employee Classification/Skill Level</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
commencement		
Warehouse Grade 1—after 3 months	795.20	20.93
Warehouse Grade 1—after 12 months	804.90	21.18
Warehouse Grade 2	812.40	21.38
Warehouse Grade 3	836.50	22.01
Warehouse Grade 4	861.20	22.66

### 19.5 Other employee rates

- (a) An employer must pay adult employees the following minimum rates for ordinary hours worked by the employee:

<b>Employee Classification/Skill Level</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	\$	\$
Forklift and tow motor drivers	818.50	21.54
High rise stacker operators	839.29	22.09
Pedestrian forklift operators	810.13	21.32

(b) **Fork-lift driver and tow motor driver**

Fork-lift drivers and tow motor drivers will be paid the minimum rate for Skill Level 3 set out in clause 19.1.

(c) **High rise stack operator**

High rise stack operators will be paid the minimum rate for Skill Level 3 set out in clause 19.1 plus **2.41%** of the [standard rate](#).

(d) **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 the minimum rate for Skill Level 3 set out in clause 19.1 minus **0.97%** of the [standard rate](#).

NOTE: See Schedule C—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.



**19.6 Junior employee rates**

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

Age	% General Skill Level 2
16 years or less	55
At 17 years	65
At 18 years	75
At 19 years	80
At 20 years	90
At 21 years	Appropriate adult rate

- (b) The total wage must be calculated to the nearest 5 cents.

**19.7 Apprentice rates**

- (a) The minimum weekly rates of pay to be paid to apprentices who commenced before 1 January 2014 will be as follows:

	% of General Skill Level 4
1st year	50
2nd year	65
3rd year	75
4th year	85
Thereafter	Appropriate adult rate

- (b) The minimum weekly rates of pay to be paid to apprentices who commenced on or after 1 January 2014 will be as follows:

	% of General Skill Level 4 for apprentices who have not completed year 12	% of General Skill Level 4 for apprentices who have completed year 12
1st year	50	55
2nd year	65	65
3rd year	75	75
4th year	85	85
Thereafter	Appropriate adult rate	Appropriate adult rate

- (c) The total wage must be calculated to the nearest 5 cents.
- (d) The weekly rate for an apprentice will not be less than the rate for a junior of the same age.

**19.8 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 who commenced before 1 January 2014 will be as follows:

	<b>% of General Skill Level 4</b>
1st year	82
2nd year	87
3rd year	92
4th year	100

- (c) The minimum weekly rates of pay to be paid to an adult apprentice who commenced on or after 1 January 2014 will be the greater of:
- (i) the following percentage of General Skill Level 4 in the table below;
- (ii) the rates prescribed by clause 19.1 for the relevant year of the apprenticeship; or
- (iii) in the case of an adult apprentice in the second or subsequent year of their apprenticeship, the rate for the lowest adult classification in clause 19.1.

	<b>% of General Skill Level 4</b>
1st year	82
2nd year	87
3rd year	92
4th year	100

- (d) 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.
- (e) 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.

**19.9 Higher duties**

- (a) 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 2 hours on any day, be paid for all work done on such day at the higher rate.
- (b) In all other cases the employee must be paid the higher rate for the actual time worked.

### 19.10 Supported wage system

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

### 19.11 National training wage

- (a) Schedule E to the [Miscellaneous Award 20XX](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 20XX](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 20XX](#) is to be read as referring to the *Textile, Clothing, Footwear and Associated Industries Award 20XX* and not the [Miscellaneous Award 20XX](#).

## 20. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**20.1** Wages will be paid weekly and not later than Thursday of any particular week. Wages may be paid by cash or electronic funds transfer (EFT).

**20.2** Casual employees must be paid in accordance with clause 11.6.

### 20.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
  - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 20.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: Clause 20.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 20.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## **21. Payment by results (PBR)**

### **21.1 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 clause 21.
- (b) If an employee employed on a PBR system 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.

### **21.2 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 clause 21.2 with the consent of the majority of employees provided that agreement is in accordance with clause 7.4.
- (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 21.2(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 21.2(a) or (d) in addition to the total award wage appropriate to the employee's skill level.

### **21.3 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:

- (a) in accordance with clause 21.6; and
- (b) 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.

### **21.4 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.

### **21.5 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.

### **21.6 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 clause 21.6.
- (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.

### **21.7 Alteration of time standards**

Once a time standard has been fixed under clause 21.6, it must not be altered except where any of the following circumstances occur:

- (a) there is a change in the manufacturing methods;
- (b) there is a change in the materials used;
- (c) there is a change in the machines or equipment used;
- (d) to correct an agreed error in the existing time standard; or
- (e) by agreement between the employer and the PBR employees, in accordance with clause 7.4. Any proposal which is put to employees must be reduced to a written form for their consideration prior to the taking of a vote.

## 21.8 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.

## 21.9 Recording of time standard

- (a) Once a time standard has been fixed in accordance with clause 21.6, 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 clause 21 who also instructs a trainee must receive in addition to their payment by results earnings:
  - (i) **\$7.76 (0.9% of standard rate)** for the first week;
  - (ii) **\$6.90 (0.8% of standard rate)** for their second week; and
  - (iii) **\$6.12 (0.71% of standard rate)** for their third or any subsequent weeks.
- (e) Any amounts contained in clause 21.9(d) will be calculated to the nearest 10 cents, any fraction below 5 cents to be disregarded.
- (f) Weavers who commence work on a warp must be provided with the following details in writing:
  - (i) the particulars of the class of work;
  - (ii) the number of picks per centimetre length of cut;
  - (iii) speed of loom; and
  - (iv) the price per cut.

## 21.10 Payment for overtime (PBR)

- (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:
  - (i) for the first 3 hours on any one of such days, at **50%** of the ordinary hourly rate prescribed for an adult employee employed on the same work in clause 19—Minimum rates;

- (ii) for any overtime beyond those 3 hours on any one of such days, at the ordinary hourly rate prescribed for an adult employee employed on the same work in clause 19—Minimum rates.
- (b) Juniors under 18 years of age, who work more than 10 hours in a week must be paid for such overtime at the rate prescribed.

### 21.11 Training

An employer implementing a PBR system under clause 21 must provide each employee with appropriate training to ensure that individual performance is the only variable distinguishing employees within a skill level.

## 22. Allowances—General

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### 22.1 Allowance rates

Employers must pay to an employee the allowances the employee is entitled to under clause 22.

NOTE: See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 22.2 Wage-related allowances

#### (a) First aid 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:

Number of employees at the workplace	\$ per week
1 to 50 employees	15.35
51 employees or more	19.32

#### (b) Leading hand allowance

An employee who is appointed by the employer to be a leading hand will be paid an allowance each week as follows:

In charge of	\$ per week
3 to 10 employees	34.16
11 to 20 employees	51.75
21 or more employees	65.55

## 22.3 Expense-related allowances

### (a) Meal allowance

- (i) An employer must pay a meal allowance of **\$13.15** where an employee is required to work overtime:
  - Monday to Friday inclusive; and
  - for more than one hour after the usual finishing time or after 6.00 pm, whichever is the later.
- (ii) The meal allowance is not payable if the employer provides an adequate recognised evening meal.

### (b) 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 the attendance.

### (c) Uniform allowance

- (i) 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.
- (ii) The provision of clause 22.3(c) will not apply where the employer supplies and cleans the uniform without cost to the employee.

### (d) Tool allowance

- (i) 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.
- (ii) The provision of clause 22.3(d) will not apply where the employer supplies such items without cost to the employee.

### (e) Protective clothing allowance

- (i) 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.
- (ii) The provisions of clause 22.3(e) will not apply where the employer supplies such items without cost to the employee.

### (f) Protective gloves or cream

- (i) 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.

- (ii) The provision of clause 22.3(f) will not apply where the employer supplies such items without cost to the employee.

## 23. Allowances—Clothing industry

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### 23.1 Allowance rates

Employers must pay to an employee the allowances the employee is entitled to under clause 23.

NOTE: See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 23.2 Wage-related allowances

#### (a) Head of table

An employee who is the head of a table or bench of machines in charge of 4 or more employees must be paid an allowance as follows:

In charge of	\$ per week
If working in connection with order tailoring or order dress making	23.29
For all others	16.82

#### (b) Dining room

An employee must be paid a disability allowance of **\$5.61** per day if adequate and appropriate dining facilities are not provided.

#### (c) Rest room

An employee must be paid a disability allowance of **\$5.61** per day if adequate and appropriate rest room facilities are not provided.

## 24. Allowances—Textile industry

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### 24.1 Allowance rates

Employers must pay to an employee the allowances the employee is entitled to under clause 24.

NOTE: See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

## 24.2 Wage-related allowances

### (a) All-purpose allowances

Allowances paid for all purposes are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:

- (i) Instructor allowance (clause 24.2(b)); and
- (ii) Cards allowance (clause 24.2(c)).

### (b) Instructor

- (i) An allowance of **\$22.86** per week will be paid to an employee trained as an instructor and appointed by the employer to instruct employees in the duties of their skill level classifications.
- (ii) The instructor allowance is payable for all purposes of the award except incentive payments.
- (iii) The allowance is not payable to employees covered by payments by results.

### (c) Cards allowance

- (i) An allowance of **\$1.47** per complete set will be paid to an employee engaged in hand stripping of cards.
- (ii) The cards allowance is payable for all purposes of the award.

### (d) Blending allowance

An allowance of **\$25.01** per week will be paid to 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 whilst so engaged.

### (e) Change of shift allowance

- (i) An employee required to change from one shift to another without 2 working days' notice of the change of shift will be paid an allowance of **\$24.15** per occasion.
- (ii) This allowance is not payable during any period where power restrictions are operating.

### (f) Dust allowance

An allowance of **\$12.68** per week will be paid to an employee who, in the course of their normal duties in any week, is called upon to work in a dust chamber in a cotton mill.

**(g) Soda ash allowance**

An allowance of **\$1.73** per hour will be paid to an employee engaged in loading and unloading soda-ash by hand unless the employer provides appropriate protective clothing.

**(h) Unwashed rags allowance**

A special allowance of **\$3.80** per week will be paid to an employee engaged in the sorting of unwashed rags.

**(i) Waste room—willey hands allowance**

An allowance of **\$11.39** per week will be paid to willey hands in waste rooms.

**(j) Wool waste and rags—picking-over allowance**

An allowance of **\$1.38** per bale will be paid to an employee required to pick-over bales of wool waste or rags which are in an offensive or obnoxious condition.

**(k) Flax scutcher allowance**

An allowance of **\$10.44** per week will be paid to an employee operating flax scutchers, tow on breaker and finisher cares.

**(l) Dye house-bleach house allowance**

**(i)** An allowance of **\$10.44** per week will be paid to 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.

**(ii)** In addition, employees also engaged in the loading or unloading of Kiers or entering vaporloc machines will be paid a further additional allowance of **\$5.43** per week.

**(m) Shoddy-shaking machines allowance**

Employees engaged on any type of shoddy-shaking machines in the course of duty will be paid an allowance of **\$18.98** per week as dirt money whilst so engaged.

**(n) Size-troughs—sewing threads allowance**

An allowance of **\$12.51** per week will be paid to polisher machine operators engaged in the cleaning of size troughs and brushes in the sewing thread section.

**(o) 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%** of their ordinary hourly rate whilst employed in the cleaning of pits.

## 25. Allowances—Felt and wadding industry

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### 25.1 Allowance rates

Employers must pay to an employee the allowances the employee is entitled to under clause 25.

NOTE: See Schedule D—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 25.2 Wage-related allowances

#### (a) Wet or steamy conditions—felt and wadding industry only

An employee required to work in wet or steamy conditions must be paid an allowance of **\$0.52** per day or part thereof up to a maximum payment of **\$2.16** per week.

#### (b) Mask or goggles—felt and wadding industry only

Employees required to wear masks or goggles must be paid an allowance of **\$0.17** per hour or part thereof up to a maximum payment of **\$1.38** per day.

## 26. Accident pay

### 26.1 Definitions

For the purpose of clause 26, the following definitions will apply.

(a) **Accident pay** means a weekly payment made to an employee by the employer that is the difference between:

- (i) the weekly amount of compensation paid to an employee pursuant to the applicable workers' compensation legislation: and
- (ii) the total weekly award rate applicable to the classification of the employee under this award (not including over award payments, shift loadings, overtime, incentive earnings under any system of payment by results, penalty rates and any other ancillary payments payable by the employer).

(b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the employee.

### 26.2 Entitlement to accident pay

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

### **26.3 Calculation of the period**

- (a) The 26 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 26 week period.
- (b) In the case of the termination by the employer of an employee who is receiving accident pay, accident pay shall continue to apply subject to the provisions of clause 26 except where the termination is due to serious and/or wilful misconduct on behalf of the employee.
- (c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

### **26.4 When not entitled to payment**

An employee will not be entitled to any payment under clause 26 in respect of any period of paid annual leave, or long service leave, or for any paid public holiday.

### **26.5 Return to work**

If an employee entitled to accident pay under clause 26 returns to work on reduced hours or to perform modified duties, the amount of accident pay will be reduced by any amounts paid for the performance of such work.

### **26.6 Superannuation**

An employer shall pay superannuation contributions (clause 27—Superannuation of this award) to an employee receiving accident pay in accordance with clause 26.

### **26.7 Redemptions**

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

### **26.8 Casual employees**

For a casual employee the weekly payment referred to in clause 26.1(a) will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over award payments, shift loadings, overtime, incentive earnings under any system of payment by results, penalty rates and any other ancillary payments payable by the employer.

### **26.9 Other**

All other provisions of the applicable workers' compensation legislation will apply.

## **27. Superannuation**

### **27.1 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.

### **27.2 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 27.2(a) no later than 28 days after the end of each month.

### **27.3 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 27.2.
- (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 27.3(a) or 27.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 27.3(a) or 27.3(b) was made.

### **27.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 27.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 27.2, and pay the amount authorised under clauses 27.3(a) or 27.3(b), to one of the following superannuation funds or its successor:

- (a) Australian Super Fund;

- (b) Sunsuper;
- (c) 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 and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

### **27.5 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 27.2 and pay the amount authorised under clauses 27.3(a) or 27.3(b):

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

## **Part 5—Overtime and Penalty Rates**

### **28. Overtime**

#### **28.1 Definition of overtime**

For a full-time, part-time or casual employee, overtime is any time worked:

- (a) in excess of an employee's ordinary hours of work; or
- (b) outside the span of hours prescribed.

#### **28.2 Requirement to work reasonable overtime**

Subject to the [NES](#), an employer may require an employee to work reasonable overtime at overtime rates.

#### **28.3 Payment for working overtime**

- (a) An employer must pay an employee overtime at the rate of:
  - (i) **150%** of the ordinary hourly rate for the first 3 hours; and
  - (ii) **200%** of the ordinary hourly rate 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 2 hours, at the rate of **150%** of the ordinary hourly rate of for their skill level; and
  - (ii) for any subsequent hours, at the rate of **200%** of the ordinary hourly rate for their skill level;

in addition to the payment by results earnings earned by the worker.

#### **28.4 Overtime—Weekend work**

- (a) All work on a Saturday will be paid at **150%** of the employees' ordinary rate for the first 3 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.

#### **28.5 Overtime—seven day continuous shiftwork in the textile industry**

Overtime work performed by 7 day continuous shiftworkers must be paid at the rate of **200%** of the ordinary hourly rate.

#### **28.6 Sick pay—seven day continuous shiftwork in the textile industry**

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.

#### **28.7 Time off instead of payment for overtime**

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

EXAMPLE: By making an agreement under clause 28.7 an employee who worked 2 overtime hours at **150%** of the ordinary hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 28.7 but not taken as time off, the employer must pay



the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 28.7(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 28.7 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 28.7 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.7.

## 28.8 Call back

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of 3 hours at the appropriate overtime rate in clause 28—Overtime each time the employee is so recalled.
- (b) The employee will not be required to work the full 3 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 3 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 of meal allowance or minimum breaks between overtime shifts, where the actual time worked is less than 3 hours.

## 28.9 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:

- (a) provide them with transport; or
- (b) pay their ordinary wages for the time reasonably occupied in getting home.

NOTE: See Schedule C—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalty rates.

## 29. Shiftwork and penalty rates—general

### 29.1 Definitions

The following shifts may be worked:

- (a) **Day shift** means a shift worked between the hours of 7.00 am and 7.00 pm;
- (b) **Afternoon shift** means a shift finishing after 6.00 pm but not later than midnight;
- (c) **Night shift** means a shift finishing after midnight but not later than 7.00 am.
- (d) **Permanent night shift** means a shift which is applicable to an employee who:
  - (i) during a period of engagement works night shift only; or
  - (ii) remains on night shift for a longer period than 4 consecutive weeks; or
  - (iii) 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.

### 29.2 Hours of work

- (a) An employer and a majority of affected employees may agree to vary the hours during which shifts must be worked by up to one hour at either end to meet extraordinary circumstances. Such agreement must be in accordance with clause 7.4.
- (b) An employer and a majority of employees may agree to work the hours prescribed for a night shift employee in 4 shifts. Under any such agreement, all night shift hours worked in excess of 9 hours must be paid for at overtime rates, even if they come within the starting and finishing time of a shift.
- (c) As far as practicable, employees will work shifts in rotation.

### 29.3 Payment for shiftwork

- (a) A shiftworker while on afternoon or night shift will be paid **115%** of the weekly award rate for the classification concerned.

- (b) A shiftworker while on permanent night shift will be paid **130%** of the weekly award rate for the classification concerned.

NOTE: See Schedule C—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalty rates.

## **30. Shiftwork and penalty rates—textile industry**

### **30.1 Definitions**

The following shifts may be worked:

- (a) **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 4 consecutive weeks they will be deemed to be engaged on a morning shift.
- (b) **Morning shift** means a shift commencing at 6.00 am.
- (c) **Afternoon shift** means a shift finishing after 6.00 pm but not later than midnight.
- (d) **Night shift** means a shift finishing after midnight but not later than 8.00 am.
- (e) **Permanent night shift** means a shift which is applicable to an employee who:
  - (i) during a period of engagement works night shift only; or
  - (ii) remains on night shift for a longer period than 4 consecutive weeks; or
  - (iii) 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.

### **30.2 Hours of work**

- (a) 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 7.4.
- (b) An employer and a majority of employees may agree to work the hours prescribed for a night shift employee in 4 shifts. Under any such agreement, all night shift hours worked in excess of 9 hours must be paid for at overtime rates, even if they come within the starting and finishing time of a shift.
- (c) As far as practicable, employees will work shifts in rotation.
- (d) Except for the regular changeover of shifts, no employee will be required to change from one shift to another without a break of at least 12 hours.

### 30.3 Payment for shiftwork

- (a) A shiftworker, other than a day shiftworker, is entitled to a penalty loading for each shift worked of **\$23.74 (15%** of one-fifth of the weekly rate for a Skill Level 2), in addition to their ordinary rate of pay.
- (b) A shiftworker engaged on permanent night shift is entitled to a penalty loading for each shift worked of **\$47.48 (30%** of one-fifth of the weekly rate for a Skill Level 2), in addition to their ordinary rate of pay.
- (c) Shift penalties must be calculated to the nearest cent.
- (d) A shiftworker (other than a 7 day continuous shiftworker) who works between midnight on Sunday and 7.00 am on Monday must be paid for at the rate of **150%** of their ordinary hourly rate for the first 3 hours and **200%** thereafter.
- (e) Where an employee begins the week's work on Sunday night, the employee will receive **200%** of their ordinary hourly rate 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 7.4.
- (f) An employee required to change from one shift to another without 2 working days' notice of the change of shift will be paid an allowance as set out at clause 24.2(e). This allowance is not payable during any period where power restrictions are operating.

### 30.4 Employees under 18 years

- (a) 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 relevant shift penalty set out in clause 29.3.
- (b) No employees under 16 years of age will be employed before 7.00 am.

### 30.5 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 2 complete shifts on a public holiday, both shifts will be paid for as holiday shifts.

## 31. Seven day continuous shiftwork and penalty rates—textile industry

- 31.1 Seven day continuous shiftwork** means work carried out with consecutive shifts of employees throughout the 24 hours of each of the 7 days of the week without

interruption except during breakdowns or due to unavoidable causes beyond the control of the employer.

**31.2** Except where provided otherwise in clause 31, all the provisions of the award will apply to 7 day continuous shiftworkers.

**31.3 Hours of work for seven day continuous shiftworker**

- (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) Except at the regular changeover of shifts an employee must not be required to work more than one shift in each 24 hours.
- (c) An employer and a majority of employees may agree to arrange ordinary working hours so that the ordinary hours exceed 8 hours on any shift, provided that:
  - (i) the ordinary hours on any shift does not exceed 10 hours, inclusive of break periods; and
  - (ii) agreement is reached in accordance with clause 5.4.

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

- (a) Where a 7 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 **150%** of the ordinary hourly rate for the whole shift.
- (b) Where a 7 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 **200%** of the ordinary hourly rate for the whole shift.
- (c) Where a 7 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 **200%** of the ordinary hourly rate for the whole shift.
- (d) A 7 day continuous shiftworker who receives the extra rate for work done on Saturdays, Sundays and public holidays under clause 31.4 is not entitled to the shift penalty in clause 29.3.
- (e) Public holidays falling on the rostered day off of a 7 day continuous shiftworker who is rostered to work regularly on Sundays and public holidays will be dealt with in accordance with clause 37.7.

**31.5 Daylight saving**

- (a) 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 the summer period; and

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

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.

- (b) To clarify, a shift may actually be an hour longer or shorter if summer time commences or finishes during a shift without deduction or addition to pay.
- (c) In clauses 31.5(a) and (b), the expressions standard time and summer time will bear the same meaning as are prescribed by the relevant State legislation.

### 31.6 Twelve hour shifts

- (a) The employer and the majority of employees in the enterprise or part of the enterprise may agree, in accordance with clause 7.4, to implement 12 hour shifts, subject to:
  - (i) proper health monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made;
  - (iii) proper supervision being provided;
  - (iv) adequate breaks being provided; and
  - (v) an adequate trial or review process being implemented through the consultative process in accordance with clauses 38—Consultation about major workplace change and 39—Consultation about changes to rosters or hours of work.
- (b) Twelve hour shifts may be implemented in accordance with the following requirements:
  - (i) 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
  - (ii) 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 4 consecutive shifts.
- (c) payment is to be made on the following basis:
  - (i) Monday to Friday—first 10 hours at ordinary rate plus 2 hours at **200%** of the ordinary hourly rate plus shift penalty where appropriate.
  - (ii) Saturday—**150%** of the ordinary hourly rate for all hours worked.
  - (iii) Sunday—**200%** of the ordinary hourly rate for all hours worked.

## Part 6—Leave and Public Holidays

### 32. Annual leave

The following provisions supplement the [NES](#).

#### 32.1 Annual leave loading

- (a) **Employees (other than shiftworkers)**—a loading of **17.5%** is payable in addition to the payment for the annual leave; or
- (b) **Shiftworkers**—employees who would have worked on shiftwork had they not been on annual leave—a loading of **17.5%** or the shift loading whichever is the greater but not both.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

#### 32.2 Taking annual leave

- (a) Annual leave may be given and taken in one or 2 continuous periods. If the annual leave is given in 2 continuous periods then one of those 2 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 3 separate periods, none of which is more than 21 consecutive days, provided such agreement is in accordance with clause 7.2.

#### 32.3 Excessive leave accruals: general provision

NOTE: Clauses 32.3 to 32.5 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by Schedule H—Agreement to Take Annual Leave in Advance).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 32.4 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 32.5 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**32.4 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 32.3(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 32.4(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.3, 32.4 or 32.5 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 32.4(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 32.4(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 32.4(d) may result in the direction ceasing to have effect. See clause 32.4(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**32.5 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 32.3(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 32.5(a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 32.4(a) that, when any other paid annual leave arrangements (whether made under clause 32.3, 32.4 or 32.5 or otherwise agreed by the employer and



employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under clause 32.5(a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.3, 32.4 or 32.5 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 32.5(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by Schedule H—Agreement to Take Annual Leave in Advance) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 32.5(a).

### 32.6 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 3 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 12 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 2 days, and all employees stood down without pay, provided that agreement is in accordance with clause 7.4.
- (g) Any period during which an employee is stood off without pay will count as service in calculating 12 months' continuous service.

### 32.7 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 4 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.

### 32.8 Payment by results workers

- (a) An employee working under a system of payment by results will receive an additional payment based on the average over-award payment and/or average bonus when taking annual leave. The averages will be calculated on a 20 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 6 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.

### **32.9 Annual leave in advance**

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

NOTE: An example of the type of agreement required by clause 32.9 is set out at Schedule H—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 32.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 32.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **32.10 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 32.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 32.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 32.10 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.

- (e) An agreement under clause 32.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 32.10 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 32.10.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.10.

NOTE 3: An example of the type of agreement required by clause 32.10 is set out at Schedule I—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Cash Out Annual Leave.

### **33. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

### **34. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the [NES](#).

### **35. Community service leave**

Community service leave is provided for in the [NES](#).

### **36. Unpaid family and domestic violence leave**

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document

issued by the police service, a court or family violence support service, or a statutory declaration.

## **37. Public holidays**

**37.1** The following provisions supplement the [NES](#).

**37.2** Where an employee works on a public holidays they will be paid in accordance with clause 37.3.

### **37.3 Work on public holidays**

- (a) An employee must be paid at the rate of **250%** of the ordinary hourly rate for a minimum of 3 hours when required to work on a public holiday.
- (b) Where Christmas Day falls on a Saturday or Sunday, and by force of the [NES](#) another day is observed as a public holiday, a full-time employee who is regularly rostered to work ordinary hours on a Saturday or Sunday will receive, for a full day's work on 25 December, a loading of half a normal day's wage.
- (c) The loading set out in clause 37.3(a) is paid in addition to the employee receiving:
  - (i) the regular Saturday or Sunday penalty rates for all hours worked on 25 December, with a minimum of 4 hours payment; and
  - (ii) the benefit of the substituted public holiday.

### **37.4 Public holidays which fall on a weekend**

- (a) Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day.
- (b) Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.
- (c) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.

### **37.5 Substitution of certain public holidays by agreement at the enterprise**

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

### **37.6 Rostered day off falling on public holiday**

Except where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and that day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:

- (a) 7.6 hours of pay at the ordinary hourly rate; or
- (b) 7.6 hours of extra annual leave; or
- (c) a substitute day off on an alternative week day.

**37.7 Rostered day off falling on public holiday—seven day continuous shiftworkers in the textile industry only**

- (a) Where a public holiday falls on the rostered day off of a 7 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.
- (b) Clause 37.7(a) will not apply when the rostered day off falls on a public holiday on a Saturday or Sunday.

**37.8 Part-day public holidays**

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

## **Part 7—Consultation and Dispute Resolution**

### **38. Consultation about major workplace change**

**38.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

**38.2** For the purposes of the discussion under clause 38.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and

- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

**38.3** Clause 38.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**38.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 38.1(b).

**38.5** In clause 38 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**38.6** Where this award makes provision for alteration of any of the matters defined at clause 38.5, such alteration is taken not to have significant effect.

## **39. Consultation about changes to rosters or hours of work**

**39.1** Clause 39 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**39.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**39.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 39.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**39.4** The employer must consider any views given under clause 39.3(b).

**39.5** Information must be provided to affected employees and their representatives, if any, in accordance with clause 39.3(a) in a manner which facilitates employee understanding of the proposed changes, having regard to their English language skills. This may include the translation of the information into an appropriate language.

**39.6** Clause 39 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **40. Dispute resolution**

**40.1** Clause 40 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**40.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

**40.3** If the dispute is not resolved through discussion as mentioned in clause 40.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

**40.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 40.2 and 40.3, a party to the dispute may refer it to the Fair Work Commission.

**40.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

**40.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

**40.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 40.

**40.8** While procedures are being followed under clause 40 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

**40.9** Clause 40.8 is subject to any applicable work health and safety legislation.

## **41. Dispute resolution training leave**

**41.1** Subject to clauses 41.7, 41.8 and 41.9 an eligible employee representative is entitled to, and the employer must grant, up to 5 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.

- 41.2** An eligible employee representative must give the employer 6 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.
- 41.3** The notice to the employer must include details of the type, content and duration of the course to be attended.
- 41.4** 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.
- 41.5** 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.
- 41.6** Leave of absence granted pursuant to clause 41 counts as service for all purposes of this award.
- 41.7** 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:

<b>Number of employees employed by the employer in an enterprise or workplace</b>	<b>Maximum number of eligible employee representatives entitled per year</b>
5–15	1
16–30	2
31–50	3
51–90	4
More than 90	5

- 41.8** 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.
- 41.9** 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 6 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 41 applies.

## Part 8—Termination of Employment and Redundancy

### 42. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

#### 42.1 Notice of termination by an employee

- (a) Clause 42.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

<b>Column 1</b> <b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2</b> <b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 42.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 42.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 42.1(b), then no deduction can be made under clause 42.1(d).
- (f) Any deduction made under clause 42.1(d) must not be unreasonable in the circumstances.

#### 42.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 42.2 is to be taken at times that are convenient to the employee after consultation with the employer.

### 43. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#). Clause 43.4 supplements the [NES](#) by providing redundancy pay for some employees of a small business employer.

#### 43.1 Transfer to lower paid duties on redundancy

- (a) Clause 43.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 43.1(c).
- (c) If the employer acts as mentioned in clause 43.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

#### 43.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 43 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

**43.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 43.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 43.3(b).
- (d) An employee who fails to produce proof when required under clause 43.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 42.2.

**43.4 Redundancy pay for employee of small business employer**

- (a) Clause 43.4 applies to an employee of a small business employer except for an employee who is excluded from redundancy pay under the [NES](#) by section 121(1)(a), section 123(1) or section 123(4)(a) of the [Act](#).
- (b) In clause 43.4(a) an employee is **an employee of a small business employer** if, immediately before the time the employee's employment is terminated, or at the time when the employee is given notice of termination as described in section 117(1) of the [Act](#) (whichever happens first), the employer is a small business employer as defined by section 23 of the [Act](#).
- (c) Subject to clauses, 43.4(f) and 43.4(g), an employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
  - (i) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
  - (ii) because of the insolvency or bankruptcy of the employer.
- (d) The amount of the redundancy pay in clause 43.4(c) equals the total amount payable to the employee for the redundancy pay period specified in column 2 of **Table 2—Redundancy pay period** according to the period of continuous service of the employee specified in column 1, worked out at the employee's base rate of pay for his or her ordinary hours of work.

**Table 2—Redundancy pay period**

<b>Column 1</b>	<b>Column 2</b>
<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks

Column 1	Column 2
<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks

- (e) In clause 43.4(d) **continuous service** has the same meaning as in section 119 of the Act.
- (f) The terms of section 120 of the [Act](#) apply as if section 120 referred to 'clause 43.4(c)' rather than 'section 119'.

NOTE: Under section 120 of the [Act](#) the Fair Work Commission can determine that the amount of redundancy pay under the [NES](#) is to be reduced if the employer obtains other acceptable employment for the employee or cannot pay that amount. Clause 43.4(f) applies these arrangements also to redundancy pay under clause 43.4.

- (g) The terms of section 122 of the [Act](#) apply as if section 122 referred to 'clause 43.4' rather than 'this Subdivision' and to 'clause 43.4(c)' rather than 'section 119'.

NOTE: Under section 122 of the [Act](#) transfer of employment situations can affect the obligation to pay redundancy pay under the [NES](#) and the Fair Work Commission can make orders affecting redundancy pay. Clause 43.4(g) applies these arrangements also to redundancy pay under clause 43.4.

## Schedule A—Classifications/Skill Levels

These skill levels are to be read in conjunction with an explanation of the terms contained in Schedule B—Classifications/Skill Levels Definitions.

### A.1 Trainee

A.1.1 Employees at this level will:

- be new entrants into the industry;
- for a period of up to 3 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.

A.1.2 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 Work 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

A.2.1 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.

A.2.2 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**

**A.3.1** 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).

**A.3.2** 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**

**A.4.1** 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 3 of which require the exercise of Level 2 skills; and
- Be responsible for quality assurance in their own work (or if in the footwear industry, 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 or product, (or if in the footwear industry, to the final appearance of the shoe).

**A.4.2** 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**

**A.5.1** Employees at this level exercise the skills required to be graded at Skill Level 3 and have a comprehensive knowledge of product construction.

**A.5.2** 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 or if in the footwear industry, a whole shoe to specifications, or exercise equivalent skills.

**A.5.3** In addition, according to the needs and operational requirements of the enterprise, employees at this level may:

- Be required to apply 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**

**A.6.1** 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.

**A.6.2** 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 one 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 work 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**

### **A.7.1 Points of entry**

### **A.7.2 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.

### **A.7.3 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**

### **A.8.1 Points of entry**

- Storeworker Grade 1

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

#### **A.8.2 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 (basic non-trades maintenance);
  - VDU operation at a level higher than that of an employee at Storeworker Grade 1.

#### **A.8.3 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**

#### **A.9.1 Points of entry**

- Storeworker Grade 2
- Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

#### **A.9.2 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 10 employees.

### **A.9.3 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**

### **A.10.1 Points of entry**

- Storeworker Grade 3
- Proven and demonstrated skills to the level required of this grade.

### **A.10.2 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 10 storeworkers;
  - maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports of stock movement, despatches, etc.

## Schedule B—Classifications/Skill Levels Definitions

### B.1 Clothing and footwear

#### B.1.1 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 guide-bars and sensor lights or other such guiding devices or where there is uncomplicated feeding of the fabric or material.

#### B.1.2 Intermediate tasks

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

#### B.1.3 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 or material 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 or materials.

#### B.1.4 Series of different operations on a machine

Performing a sequence of different operations on a machine/s to complete the majority of a complex garment (or in the footwear industry, a complex component assembly or complex upper).

#### B.1.5 Machine

- (a) Any piece of equipment which performs a significant part of an operation in:
- (i) designing/grading of patterns;
  - (ii) marker spreading;
  - (iii) spreading of fabric; and
  - (iv) cutting, sewing, finishing, pressing and packaging of products (and in the footwear industry, last making and/or component manufacture) 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.

**B.1.6 Variety of machine types**

3 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).

**B.1.7 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:

- (a) sample machinist;
- (b) a machinist who performs each of the operations required to complete a complex whole garment from specifications; and
- (c) 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.

**B.1.8 Whole upper machinist or equivalent skills (footwear)**

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

- (a) sample machinist;
- (b) a fully multi-skilled operator who is required to perform any of the operations involved in the making of a complex whole upper or a complex component to specification; and
- (c) an operator who performs each of the operations required to complete a complex assembly or a complex whole upper from specifications.

**B.1.9 Skill**

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

**B.1.10 Competence**

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

**B.1.11 Component parts**

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

**B.1.12 Key pad skills**

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

**B.1.13 Basic computer skills**

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

**B.1.14 Co-ordinating role**

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

**B.1.15 Defined procedures/methods**

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

**B.1.16 Largely independently**

Where the employee is accountable for own results including:

- (a) carrying out assigned task;
- (b) co-ordinating processes; and
- (c) setting and working to deadlines.

**B.1.17 Designated responsibility**

Identified by management as a person with a specific role or responsibility.

**B.1.18 Minor equipment/machine maintenance**

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

- (a) changing needles;
- (b) cleaning;
- (c) lubrication; and/or
- (d) tension and stitch adjustment.

**B.1.19 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.

**B.1.20 Quality assurance**

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

**B.1.21 Quality control**

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

**B.1.22 Quality deviations**

Departures from a quality standard.

**B.1.23 Quality indicators**

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

**B.1.24 Specified quality standards**

Detailed standards against which quality is measured.

**B.1.25 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.

**B.1.26 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.

**B.2 Textile employees**

**B.2.1 Competence**

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

**B.2.2 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.

**B.2.3 Skill**

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

**B.2.4 Quality control**

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

**B.2.5 Minor equipment/machine maintenance**

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

- (a) changing needles;
- (b) cleaning;
- (c) lubrication; and/or
- (d) tension and stitch adjustment.

**B.2.6 Defined procedures/methods**

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



### B.2.7 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.

### B.2.8 Basic tasks

#### (a) 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:

- (i) inspects and/or examines and/or uncomplicated grading/pairing raw materials/yarns/fabrics etc. for faults (non-machine operations); and/or
- (ii) carries out simple tests on yarns/fabrics etc. outside a laboratory environment; and/or
- (iii) transfers, removes or supplies fabric, yarn, tickets, bobbins etc. to other employees or from one section to another; and/or
- (iv) performs basic machine tasks (see definition below).

#### (b) Make up section

- (i) uncomplicated tasks which are easily learned and involve little decision making whether machine or non-machine; and/or
- (ii) 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.

### B.2.9 Basic machine tasks

- (a) 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.
- (b) In the non make up section, basic machine tasks involve those of a sock turner.
- (c) 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).
- (d) 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.

### B.2.10 Specified quality standards

Detailed standards against which quality is measured.

**B.2.11 Quality indicators**

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

**B.2.12 Key pad skills**

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

**B.2.13 Additional skills**

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

**B.2.14 Intermediate Tasks**

**(a) Non-make up**

Tasks which are more difficult to learn, involve more decision making than Skill Level 1 tasks and which may require more fabric/product knowledge, whether machine or non-machine.

- (i) the efficient operation of a machine or machines involving the application of more than basic skills in the setting up, running, monitoring and making adjustments to the machine or machines; or
- (ii) the inspection or examination and grading/pairing of raw materials/yarns/fabrics etc. for faults, and where necessary, mends by hand or machine; or
- (iii) carries out tests which may involve colour matching and interaction of chemicals and/or dyes on yarns or fabrics etc. in a laboratory environment; or
- (iv) is responsible for monitoring and co-ordination of fabric, yarn, tickets, bobbins etc. to other workers, or from one section to another; or
- (v) weighs and measures raw materials/yarns/fabrics or chemicals and/or dyes;
- (vi) intermediate non-machine tasks require skills to perform a sequence of related tasks.

**(b) Make up section**

- (i) 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, or
- (ii) 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 worker because of fabric variation; or
- (iii) intermediate non-machine tasks to perform a sequence of related tasks.

### **B.2.15 Component Parts**

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

#### **(a) Machine**

Any piece of equipment which is powered by an external source, i.e. electricity, steam or compressed air, or a combination of these.

Hand tools are not machines and refer to those items which are primarily powered by the employee, e.g.: scissors, shears, staplers, tagging guns and tape dispensers.

#### **(b) Basic computer skills**

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

### **B.2.16 Complex Tasks**

#### **(a) Non-make up**

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.

- (i)** the application of more than intermediate skills in the setting up, running, monitoring and making adjustments/performs maintenance as required, but not to a standard equivalent to a Skill Level 4 employee, or
- (ii)** inspects, examines and grades raw materials/yarns/fabrics etc. and mends by hand or machine consistent with specified quality standards; or
- (iii)** carries out tests which may involve colour matching of yarns/fabrics etc. in a laboratory. Assessment of the results of tests performed. Make decisions in the selection of dyes/chemicals; or
- (iv)** capable of understanding recipes, makes decisions and is responsible in the performance of duties including weighing, measurement and selection of chemicals or dyes to specification.

#### **(b) Make up section**

- (i)** 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.
- (ii)** complex machine tasks require fabric manipulation skills and knowledge beyond those of a Skill Level 2 worker to perform more difficult tasks or to handle and align the sections while correct shaping of the end result because of the complexity of combining parts or because of frequent variation in fabrics.

### **B.2.17 Series of different operations on a machine(s)—Make up section**

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

**B.2.18 Variety of machine types—Make up section**

3 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 over locker are different machine types).

**B.2.19 Quality assurance**

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

**B.2.20 Quality deviation**

Departures from a quality standard.

**B.2.21 Co-ordinating role**

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

**B.2.22 Largely independently**

Where the employee is accountable for own results including:

- (a) carrying out assigned tasks.
- (b) co-ordinating processes.

**B.2.23 Whole Garment Machinist or equivalent skills—Make up section designated responsibility**

Identified by management as an employee with a specific role or responsibility.

**B.2.24 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.

**B.2.25 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.

**B.3 Warehouse employees**

**B.3.1 Warehouse employee** means an employee (other than foreman/woman) performing up to any of the following functions:

### **B.3.2 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.

### **B.3.3 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.

### **B.3.4 Wrapping or packing**

- (a) Check, pack or wrap assembled goods, address and weigh. Assist in loading. Enter on cards or Labels.
- (b) Provided that any person performing more than 2 of the above functions will be classified as storeman/woman.
- (c) Provided also that an employee engaged exclusively in sorting and/or storing and/or dispatching of goods partly processed within a workplace and held in a storage area pending further processing within that workplace will be regarded as a warehouse employee.
- (d) Provided further that **warehouse employee** will not include:
  - (i) 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;
  - (ii) 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;
  - (iii) a foreman/woman or other person in charge in such warehouse or place who does not ordinarily work manually therein as a warehouse employee.

## **B.4 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.

## **B.5 General**

**B.5.1 Assistant foreman/woman and/or overlocker** means an employee appointed as such by the management.

**B.5.2 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.

**B.5.3 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.

- B.5.4 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 2 or more colours or where yarn is of a similar count, shade, quality or twist, 3 or more colours.
- B.5.5 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.
- B.5.6 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.
- B.5.7 Sewing Machine Mechanic** means an employee:
- (a) 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
  - (b) 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.
- B.5.8 Textile Mechanic** means an employee:
- (a) 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;
  - (b) who possesses a knowledge of yarns, fabrics, cloth structure and designs and the ancillary processes connected with the different types of machinery; and
  - (c) 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.
- B.5.9 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 art work or designs.
- B.5.10 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.
- (a) 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:

- (i) having had not less than 2 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
- (ii) 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 (i) hereof, gained a sufficient comprehension of such complex equipment as will enable the textile mechanic to perform such work.

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## Schedule C—Summary of Hourly Rates of Pay—General

### C.1 Ordinary hourly rate

**C.1.1** Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 24.2(a) this forms part of the employee's ordinary hourly rate and must be added to the ordinary hourly rate prior to calculating penalties and overtime.

**C.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 19—Minimum rates. Consistent with clause C.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

### C.2 Full-time and part-time employees—day workers

#### C.2.1 Full-time and part-time employees—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate <sup>1</sup>	
	100%	250%
	\$	\$
Trainee	19.49	48.73
Skill level 1	20.06	50.15
Skill level 2	20.82	52.05
Skill level 3	21.54	53.85
Skill level 4	22.70	56.75
Skill level 5 and thereafter	24.12	60.30

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

#### C.2.2 Full-time and part-time employees—overtime rates<sup>1</sup>

	Monday to Saturday		Sunday – all day
	First 3 hours	After 3 hours	
	% of ordinary hourly rate <sup>2</sup>		
	150%	200%	200%
	\$	\$	\$
Trainee	29.24	38.98	38.98
Skill level 1	30.09	40.12	40.12
Skill level 2	31.23	41.64	41.64
Skill level 3	32.31	43.08	43.08



	Monday to Saturday		Sunday – all day
	First 3 hours	After 3 hours	
	<b>% of ordinary hourly rate<sup>2</sup></b>		
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Skill level 4	34.05	45.40	45.40
Skill level 5 and thereafter	36.18	48.24	48.24

<sup>1</sup> Table does not include overtime for Payment by results employees, see clause 28.3(c)

<sup>2</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

### **C.3 Full-time and part-time employees—shiftworkers**

#### **C.3.1 Full-time and part-time employees—shiftworkers other than in the textile industry—ordinary and penalty rates**

	Ordinary hours	Permanent night shift <sup>2</sup>	Afternoon & night <sup>2</sup>	Public holiday
	% ordinary hourly rate <sup>1</sup>	% of ordinary weekly rate		% ordinary hourly rate <sup>1</sup>
	<b>100%</b>	<b>30%</b>	<b>15%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Trainee	19.49	222.24	111.12	48.73
Skill level 1	20.06	228.63	114.32	50.15
Skill level 2	20.82	237.39	118.70	52.05
Skill level 3	21.54	245.55	122.78	53.85
Skill level 4	22.70	258.75	129.38	56.75
Skill level 5 and thereafter	24.12	274.98	137.49	60.30

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

<sup>2</sup> Payment is per shift in addition to applicable ordinary hourly rate.

#### **C.3.2 Full-time and part-time employees—shiftworkers in the textile industry—other than seven day continuous shiftworkers—ordinary and penalty rates**

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	Ordinary hours	Midnight Sunday–7am Monday		Public holiday	Week’s work commences on Sunday— all hours on Sunday	Morning, afternoon & night <sup>1</sup>	Permanent night <sup>1</sup>
		First 3 hours	After 3 hours				
	% or ordinary hourly rate <sup>2</sup>					15% of 1/5th of weekly rate of Skill level 2	30% of 1/5th of weekly rate of Skill level 2
	100%	150%	200%	250%	200%		
	\$	\$	\$	\$	\$	\$	\$
Trainee	19.49	29.24	38.98	48.73	38.98	23.74	47.48
Skill level 1	20.06	30.09	40.12	50.15	40.12	23.74	47.48
Skill level 2	20.82	31.23	41.64	52.05	41.64	23.74	47.48
Skill level 3	21.54	32.31	43.08	53.85	43.08	23.74	47.48
Skill level 4	22.70	34.05	45.40	56.75	45.40	23.74	47.48
Skill level 5 and thereafter	24.12	36.18	48.24	60.30	48.24	23.74	47.48

<sup>1</sup> Payment per shift in addition to applicable ordinary hourly rate.

<sup>2</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2.

### C.3.3 Full-time and part-time employees—shiftworkers in the textile industry—seven day continuous shiftworkers—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday & public holiday	Monday to Friday – 12 hour shift <sup>1</sup>		Morning, afternoon & night <sup>2</sup>	Permanent night <sup>2</sup>
				First 10 hours	Last 2 hours		
% of ordinary hourly rate <sup>3</sup>						15% of 1/5th of weekly rate of Skill level 2	30% of 1/5th of weekly rate of Skill level 2
	100%	150%	200%	100%	200%		
	\$	\$	\$	\$	\$	\$	\$
Trainee	19.49	29.24	38.98	48.73	38.98	23.74	47.48
Skill level 1	20.06	30.09	40.12	50.15	40.12	23.74	47.48
Skill level 2	20.82	31.23	41.64	52.05	41.64	23.74	47.48
Skill level 3	21.54	32.31	43.08	53.85	43.08	23.74	47.48
Skill level 4	22.70	34.05	45.40	56.75	45.40	23.74	47.48
Skill level 5 and thereafter	24.12	36.18	48.24	60.30	48.24	23.74	47.48

<sup>1</sup> These rates are only payable where agreement is reached in accordance with clause 31.6

<sup>2</sup> Payment per shift in addition to applicable ordinary hourly rate

<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2

### C.3.4 Full-time and part-time employees—shiftworkers—overtime rates<sup>1</sup>

	Monday to Saturday		Sunday – all hours	7 day continuous shiftworkers—all hours
	First 3 hours	After 3 hours		
% of ordinary hourly rate <sup>2</sup>				
	150%	200%	200%	200%
	\$	\$	\$	\$
Trainee	29.24	38.98	38.98	38.98
Skill level 1	30.09	40.12	40.12	40.12
Skill level 2	31.23	41.64	41.64	41.64
Skill level 3	32.31	43.08	43.08	43.08
Skill level 4	34.05	45.40	45.40	45.40
Skill level 5 and thereafter	36.18	48.24	48.24	48.24

<sup>1</sup> Table does not include overtime for Payment by results employees, see clause 28.3(c)

<sup>2</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2

**C.4 Casual employees—day workers****C.4.1 Casual employees—ordinary and penalty rates**

	Ordinary hours	Public holiday
	% of ordinary hourly rate <sup>1</sup>	
	<b>125%</b>	<b>275%</b>
	\$	\$
Trainee	24.36	53.60
Skill level 1	25.08	55.17
Skill level 2	26.03	57.26
Skill level 3	26.93	59.24
Skill level 4	28.38	62.43
Skill level 5 and thereafter	30.15	66.33

<sup>1</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2

**C.5 Casual employees—shiftworkers****C.5.1 Casual employees—shiftworkers other than in the textile industry—ordinary and penalty rates**

	Ordinary hours	Public holiday	Afternoon & night <sup>1</sup>	Permanent night shift <sup>1</sup>
	<b>125%</b>	<b>275%</b>	<b>15%</b>	<b>30%</b>
	% ordinary hourly rate <sup>2</sup>		% of ordinary weekly rate	
	\$	\$	\$	\$
Trainee	24.36	53.60	111.12	222.24
Skill level 1	25.08	55.17	114.32	228.63
Skill level 2	26.03	57.26	118.70	237.39
Skill level 3	26.93	59.24	122.78	245.55
Skill level 4	28.38	62.43	129.38	258.75
Skill level 5 and thereafter	30.15	66.33	137.49	274.98

<sup>1</sup> Payment per shift in addition to applicable ordinary hourly rate

<sup>2</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2

**C.5.2 Casual employees—shiftworkers in the textile industry—other than seven day continuous shiftworkers—ordinary and penalty rates**

	Ordinary hours	Midnight Sunday–7am Monday		Public holiday	Week’s work commences on Sunday—all hours on Sunday	Morning, afternoon & night <sup>1</sup>	Permanent night <sup>1</sup>
		First 3 hours	After 3 hours				
% of ordinary hourly rate <sup>2</sup>						15% of 1/5th of weekly rate of Skill level 2	30% of 1/5th of weekly rate of Skill level 2
	125%	175%	225%	275%	225%		
	\$	\$	\$	\$	\$	\$	\$
Trainee	24.36	34.11	43.85	53.60	43.85	23.74	47.48
Skill level 1	25.08	35.11	45.14	55.17	45.14	23.74	47.48
Skill level 2	26.03	36.44	46.85	57.26	46.85	23.74	47.48
Skill level 3	26.93	37.70	48.47	59.24	48.47	23.74	47.48
Skill level 4	28.38	39.73	51.08	62.43	51.08	23.74	47.48
Skill level 5 and thereafter	30.15	42.21	54.27	66.33	54.27	23.74	47.48

<sup>1</sup> Payment per shift in addition to applicable ordinary hourly rate

<sup>2</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2

**C.5.3 Casual employees—shiftworkers in the textile industry—seven day continuous shiftworkers—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday & public holiday	Monday to Friday – 12 hour shift <sup>1</sup>		Morning, afternoon & night <sup>2</sup>	Permanent night <sup>2</sup>
				First 10 hours	Last 2 hours		
% of ordinary hourly rate <sup>3</sup>						15% of 1/5th of weekly rate of Skill level 2	30% of 1/5th of weekly rate of Skill level 2
	125%	175%	225%	125%	225%		
	\$	\$	\$	\$	\$	\$	\$
Trainee	24.36	34.11	43.85	24.36	43.85	23.74	47.48
Skill level 1	25.08	35.11	45.14	25.08	45.14	23.74	47.48

	Ordinary hours	Saturday	Sunday & public holiday	Monday to Friday – 12 hour shift <sup>1</sup>		Morning, afternoon & night <sup>2</sup>	Permanent night <sup>2</sup>
				First 10 hours	Last 2 hours		
	% of ordinary hourly rate <sup>3</sup>					15% of 1/5th of weekly rate of Skill level 2	30% of 1/5th of weekly rate of Skill level 2
	125%	175%	225%	125%	225%		
	\$	\$	\$	\$	\$	\$	\$
Skill level 2	26.03	36.44	46.85	26.03	46.85	23.74	47.48
Skill level 3	26.93	37.70	48.47	26.93	48.47	23.74	47.48
Skill level 4	28.38	39.73	51.08	28.38	51.08	23.74	47.48
Skill level 5 and thereafter	30.15	42.21	54.27	30.15	54.27	23.74	47.48

<sup>1</sup> These rates are only payable where agreement is reached in accordance with clause 31.6

<sup>2</sup> Payment per shift in addition to applicable ordinary hourly rate

<sup>3</sup> Rates in table are calculated based on the minimum hourly rate, see clauses C.1.1 and C.1.2

## Schedule D—Summary of Monetary Allowances

### D.1 Wage-related allowances:

**D.1.1** The following wage-related allowances are based on the weekly [standard rate](#) defined in clause 2—Definitions as the minimum weekly wage for General Skill level 4 in clause 19.1 = **\$862.50**. These rates are to be paid in accordance with clauses 22—Allowances—General to 25—Allowances—Felt and wadding industry.

Allowance	Clause	% of <a href="#">standard rate</a>	\$	Payable
<b>General</b>				
First aid attendant allowance—1 to 50 employees	22.2(a)	1.78	15.35	per week
First aid attendant allowance—51 employees or more	22.2(a)	2.24	19.32	per week
Leading hand allowance—3 to 10 employees	22.2(b)	3.96	34.16	per week
Leading hand allowance—11 to 20 employees	22.2(b)	6.00	51.75	per week
Leading hand allowance—21 or more employees	22.2(b)	7.60	65.55	per week
Recording of time standard—instructing a trainee—first week	21.9(d)	0.90	7.76	per week
Recording of time standard—instructing a trainee—second week	21.9(d)	0.80	6.90	per week
Recording of time standard—instructing a trainee—third and subsequent weeks	21.9(d)	0.71	6.12	per week
<b>Clothing industry</b>				
Head of table allowance—order tailoring/order dress making	23.2(a)	2.70	23.29	per week
Head of table allowance—other	23.2(a)	1.95	16.82	per week
Dining room allowance	23.2(b)	0.65	5.61	per day
Rest room allowance	23.2(c)	0.65	5.61	per day
<b>Textile industry</b>				
Instructor <sup>1</sup>	24.2(b)(i)	2.65	22.86	per week
Cards allowance <sup>2</sup>	24.2(c)(i)	0.17	1.47	per complete set

Allowance	Clause	% of <u>standard rate</u>	\$	Payable
Blending allowance	24.2(d)	2.90	25.01	per week
Change of shift allowance	24.2(e)(i)	2.80	24.15	per occasion of shift change without required notice
Dust allowance	24.2(f)	1.47	12.68	per week
Soda-ash allowance	24.2(g)	0.20	1.73	per hour
Unwashed rags allowance	24.2(h)	0.44	3.80	per week
Waste Room—willey hands allowance	24.2(i)	1.32	11.39	per week
Wool waste and rags—picking-over allowance	24.2(j)	0.16	1.38	per bale
Flax scutcher allowance	24.2(k)	1.21	10.44	per week
Dye house-bleach house allowance—dye houses, machine operators, liquor tanks, colour kitchen or washing of screens	24.2(l)(i)	1.21	10.44	per week
Dye house-bleach house allowance—kiers and vaporloc machines—additional	24.2(l)(ii)	0.63	5.43	per week
Shoddy-shaking machines allowance	24.2(m)	2.20	18.98	per week
Size troughs—sewing threads allowance	24.2(n)	1.45	12.51	per week
<b>Felt and wadding industry</b>				
Wet or steamy conditions—per day	25.2(a)	0.06	0.52	per day or part thereof
Wet or steamy conditions—maximum per week	25.2(a)	0.25	2.16	per week
Having to wear mask or goggles—per hour	25.2(b)	0.02	0.17	per hour or part thereof
Having to wear mask or goggles—maximum per day	25.2(b)	0.16	1.38	per day

<sup>1</sup> This allowance applies for all purposes except incentive payments

<sup>2</sup> This allowance applies for all purposes

### D.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.



## D.2 Expense-related allowances

**D.2.1** The following expense-related allowances will be payable to employees in accordance with clauses 22—Allowances—General to 25—Allowances—Felt and wadding industry:

Allowance	Clause	\$	Payable
Meal allowance	22.3(a)(i)	13.15	per occasion

### D.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group

### D.3 Other allowances

Allowance	Clause	% of ordinary hourly rate
Wool scouring pits allowance	24.2(o)	200

## Schedule E—Outwork and Related Provisions

**E.1** For information in relation to the operation of this schedule the following organisations can be contacted for further information:

- (a) Australian Industry Group
- (b) Business SA
- (c) NSW Business Chamber
- (d) Textile, Clothing and Footwear Union of Australia

### **E.2 Definitions**

**E.2.1 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.

**E.2.2 Ordinary working week** means the hours and days occurring between midnight on Sunday night and midnight on Friday night in any week.

**E.2.3 Outworker** has the same meaning as that contained in section 12 of the Act.

**E.2.4 Principal** means:

- (a) An employer; or
- (b) An outworker entity within the meaning of the Act.

**E.2.5 Work** means work on or in relation to any garment, article or material in the textile, clothing and footwear industry, including for example design, preparation, manufacture, packing, processing and finishing work, and organisation, procurement, control, management or supervision of work.

**E.2.6 Worker** means:

- (a) an outworker; or
- (b) a person who personally performs work which is the subject of an arrangement.

### **E.3 General requirements for making arrangements**

#### **E.3.1 Registration**

- (a) A principal must be registered by the board of reference under clause E.6.7 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 E.6.7.

### E.3.2 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 time (including 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.

### E.3.3 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 General Manager or their nominee 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 General Manager or their nominee may allow an organisation with a legitimate interest in the Textile, Clothing and Footwear Industry to peruse the List.

### E.3.4 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 arrangements;
- (b) The written agreement must specify each of the matters set out in clause E.3.2(a); and

- (c) The written agreement must provide for wages and conditions no less favourable than those contained in clauses E.4 and E.5.

## **E.4 Additional requirements for making arrangements with workers**

**E.4.1** A principal must comply with clause E.4 in addition to clause E.3 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.

### **E.4.2 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, including whether they are to be averaged and over what period, in accordance with clause E.5.2(a).

**E.4.3** 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 E.4.2(b) and will take effect 3 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 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”).

### **E.4.4 Additional information in work records**

A work record in respect of an arrangement under clause E.4 must contain the following information in addition to that prescribed in E.3.2:

- (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 E.3.2(a)(v);
- (b) Details of the time standard applied in accordance with clause E.5.4(a) in order to determine the appropriate time (including sewing time) for the purposes of clause E.3.2(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 E.3.2(a)(vii) by the

time (including sewing time) per garment, article or material at clause E.3.2(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 E.3.2(a)(v), and
- (e) The total amount to be paid to the worker for the hours and days at clause E.4.4(c), applying the appropriate rates of pay set out at clause E.5.4(b).

**E.4.5** A principal must provide the worker with a copy of this schedule in the appropriate language for the worker.

**E.4.6** A principal must provide the worker with the minimum conditions set out in clause E.5.

## **E.5 Minimum conditions for workers**

### **E.5.1 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.

### **E.5.2 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 15 regular hours per week to be agreed between the principal and the worker; or
  - (iii) regular part-time, with no less than 10 regular hours per week to be agreed between the principal and the worker with the consent of the Union in accordance with Schedule E.
- (b) Agreement in accordance with E.5.2(a)(ii) and E.5.2(a)(iii) may include that regular part-time hours may be averaged over a period not exceeding 4 consecutive weeks.
- (c) 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.
- (d) Subject to clause E.5.7, 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.

### **E.5.3 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 E.5.3(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.

#### E.5.4 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 19— Minimum rates (“the ordinary minute rate”);
  - (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 19— Minimum rates, calculated on a proportionate basis for a part-time arrangement.
  - (v) Any additional payment due pursuant to 21.2 applies notwithstanding E.5.4(b) clause.

### **E.5.5 Payment**

- (a) A principal must pay the worker within 2 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) Payment for regular part-time hours must be no less than the agreed regular hours per week which may be averaged in accordance with an averaging agreement.

NOTE: For example, if a regular part-time hours agreement includes averaging of 15 hours over a 4 week period, a principal must pay the worker 15 ordinary hours per week. If a regular part-time hours agreement includes averaging of 10 hours over a 4 week period, a principal must pay the worker 10 ordinary hours per week.

- (c) 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.

**E.5.6** 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.

### **E.5.7 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 2 days in any 4 week period and 10 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 2 working days of a stand-down, a copy of the stand-down record must be provided to the worker and the Union.

**E.5.8** 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:

- (a) Dispute resolution (clause 40)
- (b) Hours of work;
- (c) Overtime;
- (d) Payment of wages;

- (e) Regular part-time employment;
- (f) Award posted;
- (g) Casual employment;
- (h) Dining room allowance;
- (i) Meal allowance;
- (j) Midday meal break;
- (k) Rest breaks;
- (l) Rest room allowance; and
- (m) Tool allowance.

**E.5.9** 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.

**E.5.10 Dispute Resolution**

In the event of a dispute involving parties to which this schedule applies in relation to a matter arising under this Award, or the [NES](#), in the first instance the parties will attempt to resolve the dispute through direct discussions. If the dispute cannot be resolved through direct discussions, a party to the dispute may refer the dispute to the Fair Work Commission. The provisions of clauses 40.5 to 40.7 apply in respect of the dispute.

**E.6 Registration and board of reference**

**E.6.1** For the purposes of this part, the General Manager or their nominee must appoint a board of reference for each of the following places:

- (a) Adelaide;
- (b) Brisbane;
- (c) Hobart;
- (d) Melbourne;
- (e) Perth; and
- (f) Sydney,

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

**E.6.2** The board must consist of 2 Union representatives and 2 principal representatives with the addition of the General Manager 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.



- E.6.3** Any board member may appoint a nominee to act on their behalf at any time.
- E.6.4** 3 members, one of whom must be the General Manager or their nominee will constitute a quorum.
- E.6.5** A board of reference may sit at such times and places as the members may agree or the General Manager or their nominee may fix and may adjourn from time to time and place to place.
- E.6.6** The functions of the board of reference are to deal with any matter as provided for in this part.
- E.6.7 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 12 months.
  - (b) The board of 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 General Manager or their nominee 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 General Manager or their nominee.

## **E.7 Observance of award**

- E.7.1** 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 schedule;
  - (b) causes or encourages or is likely to cause or encourage, a breach or non-observance of this Part.

- E.7.2** A principal must retain all work records, lists, written agreement records and/or stand down records required under this part for a period of 6 years after the relevant record was made.
- E.7.3** Within 2 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).
- E.7.4** The Union will not divulge any information contained in a work record in compliance with E.3.2(a)(ix) concerning the price to be paid for each garment or article in any circumstances to any party save for in enforcement or dispute resolution proceedings in a Court or Tribunal.

## **E.8 Recovery of unpaid remuneration**

**E.8.1 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.

### **E.8.2 Extended liability of principal**

- (a) 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.
- (b) 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 clause E.8.2(b).

- (c) Where the person is also a principal, the person must not provide a written statement knowing it to be false.
- (d) Clause E.8.2 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.
- (e) Nothing in clause E.8.2 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.
- (f) A principal is not excluded from liability pursuant to clause E.8.2 by obtaining a written statement from a body corporate owned or managed by the worker.

### **E.8.3 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 may be made by serving a statutory declaration on the apparent principal within 6 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 clause E.8.3 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 clauses E.8.2 or E.8.3 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 clause E.8.3 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 clauses E.8.2 or E.8.3 by obtaining a written statement from, or serving a claim upon, a body corporate owned or managed by the worker.

## Appendix to Schedule E—Information to be given to outworkers

### Preamble

If you work at home or outside a workshop in the textile, clothing, footwear and associated industries, you may be an outworker.

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

*The Textile, Clothing, Footwear and Associated Industries Award 20XX* (the Award) 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 or 10 hours per week (with the agreement of the outworker and the consent of the Union). 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.

If you are a regular part-time worker, the agreed number of hours can also be averaged over a period of up to 4 weeks. The averaging must be agreed to in advance by the outworker and the employer.

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 7 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 7 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 7 hours and 36 minutes.

For each 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 July 2019, the usual weekly wage for 38 hours, Monday to Friday, is **\$791.30**.

The hourly rate is **\$20.82**. Remember, the law says you must not be paid less than the hourly rates according to the Award.

Each year, the industrial tribunal the Fair Work Commission reviews the minimum hourly rates of pay. This usually means the Award hourly rate of pay will increase each year from 1 July.

### **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.

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 **9.5%** to an approved fund, for you. The industry default funds are Australian Super Fund and SunSuper, which are approved by both the union and some employer organisations, unless you choose another complying fund.

### **Workers Compensation**

As an outworker you are entitled to a safe and healthy workplace. As an outworker you are covered by work health and safety legislation and workers compensation legislation.

If you become ill or suffer an injury as a result of the work 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.

### **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:

- Your name and address;
- Your employer's name, address, telephone number, ABN/ACN and Board registration number;
- The time and date you received the work and the time and date when the work is to be completed;
- A description of the nature of the work to be completed (including diagrams where available);
- The number of items, what the item is and how long it will take (hours and days) to make or work on each item;
- The price you will get for each item; and
- The total amount of money paid for the completed work.

If you need information or help in relation to any of your rights you can contact the Textile, Clothing and Footwear Union of Australia, the union which represents workers in the TCF industry.

## Schedule F—Apprentices

- F.1** An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- F.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.
- F.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.
- F.4** Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade or occupation provided for in this award.
- F.5** In order to undertake trade training in accordance with clause F.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.
- F.6** An apprentice who attends a Registered Training Organisation (RTO) must be reimbursed by their employer for all training fees and the costs of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) paid by the apprentice in respect of any course prescribed, at the end of each term, unless there is unsatisfactory progress. An employer may meet its obligation by paying any fees and/or cost of textbooks directly to the RTO.
- F.7** The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority and with State legislation but must not exceed 3 months.
- F.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.
- F.9** Except as provided in Schedule F or where otherwise stated all conditions of employment specified in this award will apply to apprentices.
- F.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.
- F.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 them.
- F.12** An apprentice must not work under any system of payment by results.



- F.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.
- F.14** The provisions of Schedule F 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 19.7 and 19.8.
- F.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.
- F.16** Apprentices are entitled to the [NES](#), as supplemented by this Award, except with respect to redundancy pay.
- F.17** The ordinary hours of employment of apprentices must not exceed those of the tradespersons in their workshop.
- F.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.
- F.19** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that clause F.19 will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- F.20** For the purposes of clause F.19, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of clause F.19, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- F.21** The amount payable by an employer under clause F.19 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- F.22** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. Clause F.22 operates subject to the provisions of clause F.24—School-based apprentices of Schedule F.

## **F.23 Adult apprentices**

**F.23.1** 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.

**F.23.2** Where the relevant State Apprenticeship Authority approves an application from an employee who has been employed in the relevant industry for at least 2 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 2 years.

## **F.24 School-based apprentices**

The following provisions apply to school-based apprentices.

**F.24.1** A school-based apprentice is a person who is undertaking an apprenticeship in accordance with clause F.24 while also undertaking a course of secondary education.

**F.24.2** 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.

**F.24.3** 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.

**F.24.4** 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.

**F.24.5** For the purposes of clause F.24, 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.

**F.24.6** 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 6 years.

**F.24.7** School-based apprentices will progress through the wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

**F.24.8** These rates are based on a standard full-time apprenticeship of 4 years or stages of competency based progression (if provided for in this award). 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.

**F.24.9** Where an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and 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.

**F.24.10** School-based apprentices will be entitled pro rata to all of the conditions of employees under this award.

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## Schedule G—Supported Wage System

**G.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**G.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

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

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

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

**G.3 Eligibility criteria**

**G.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**G.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

**G.4 Supported wage rates**

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

<b>Assessed capacity (clause G.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**G.4.2** Provided that the minimum amount payable must be not less than **\$87** per week.

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

**G.5 Assessment of capacity**

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

**G.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

**G.6 Lodgement of SWS wage assessment agreement**

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

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

## **G.7 Review of assessment**

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

## **G.8 Other terms and conditions of employment**

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

## **G.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **G.10 Trial period**

**G.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

**G.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**G.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

**G.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**G.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause G.5.

## Schedule H—Agreement to Take Annual Leave in Advance

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule I—Agreement to Cash Out Annual Leave

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

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

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

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

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

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

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_



## Schedule J—Part-day Public Holidays

- J.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- J.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause J.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
  - (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.
- J.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.
- J.4** This schedule is not intended to detract from or supplement the [NES](#).