

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CLOTHING TRADES AWARD - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Clothing Trades Award - State (Excluding South-East Queensland) 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Clothing Trades Award - State (Excluding South-East Queensland) 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**CLOTHING TRADES AWARD - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Clothing Trades Award - State (Excluding South-East Queensland) 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 17 February 2003.

## **1.4 Coverage**

- 1.4.1 This Award applies to all classes of employees mentioned herein and to their employers in the area of Queensland bounded by a line commencing at the junction of the Queensland - New South Wales border with 145 degrees of east longitude, then north along that line of longitude to 22 degrees 30 minutes south latitude, then along that line of latitude east to 147 degrees east longitude, then north along that line of longitude to 22 degrees south latitude, then east along that line of latitude to the sea-coast, then commencing in a northerly direction along the sea-coast to the junction of the sea-coast with the Queensland - Northern Territory border, then along the western border of the State and along the southern border of the State to the point of commencement.
- 1.4.2 This Award shall not apply to employees in furniture factories covered by the Furniture and Allied Trades Award - State 2002, or to employees covered by the Laundry Workers' Award - State (Excluding Brisbane) 2002.

## **1.5 Definitions**

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Area of operation**

For the purposes of this Award, the State of Queensland, inclusive of the portion specified in clause 1.4.1 as being the area of Coverage of this Award, shall be divided into the following Divisions and Districts:

### *1.6.1 Divisions*

Northern Division - That portion of the State of Queensland north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude and drawn along that line due west to the 147th meridian of east longitude; then by that meridian due south to 22 degrees 30 minutes of south latitude and then by that parallel of latitude due west to the western border of the State of Queensland.

Mackay Division - That portion of the State of Queensland bounded by a line commencing at the junction of the sea-coast with 21st parallel of south latitude then west to 147th meridian of east longitude then by that meridian south to 22 degrees south latitude then east along that line of latitude to the sea-coast then north along the sea-coast to the point of commencement.

South Western Division - That portion of the State south of 22 degrees 30 minutes south latitude and west of 145 degrees east longitude.

### *1.6.2 Districts*

#### (a) Northern Division

Eastern District - That portion of the Northern Division east of 144 degrees 30 minutes longitude.

Western District - That portion of the Northern Division west of 144 degrees 30 minutes longitude.

## **1.7 Parties bound**

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

## **1.8 Commitments by parties**

The parties commit themselves to continuing and upgrading the training provided to employees.

It is agreed that the parties will co-operate in ensuring that training is maintained and improved.

This training will form the basis of an enhanced career structure in the industry.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

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

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

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

### **4.1 Employment categories**

4.1.1 Employees, other than casual employees, covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.2);
- (c) casual (as prescribed in clause 4.3);
- (d) outworker (as prescribed in clause 4.4); and
- (e) contract work (as prescribed in clause 4.5).

## **4.2 Part-time employment**

4.2.1 Each part-time employee shall be employed for not less than 20 hours in any week.

4.2.2 Part-time employees shall be paid for each hour worked at the rate of 1/40th of the minimum full-time rate as prescribed in clause 5.1 for the class of work performed by the employee.

4.2.3 The provisions of this Award as regards to annual leave, sick pay and holidays shall apply to such part-time employees, but they shall be paid in respect of the period of such annual leave and in respect of holidays or sick pay only in proportion to the average number of hours worked each week during the previous 6 months.

4.2.4 Save as aforesaid, the provisions of this Award shall apply to such part-time employees.

## **4.3 Casual employment**

4.3.1 Employees may be employed in any week as casual employees for less than 30 hours (exclusive of overtime) but shall be paid as follows:

- (a) If on time work - the ordinary rate plus 33 1/3%.
- (b) If on any system of payment by results - the appropriate rate plus 33 1/3%.

4.3.2 A casual employee is one engaged and paid as such, and whose services may be terminated by an hour's notice.

4.3.3 A casual employee need only be notified at the initial engagement of their employment category and when the employee's employment status changes.

## **4.4 Outworkers**

4.4.1 "Employer" means an employer bound by this Award.

4.4.2 "Ordinary working week" means the hours and days occurring between midnight on Sunday night and midnight on Friday night in any week.

4.4.3 "Outworker" means a person who performs work as herein defined for an employer outside the employer's workshop or factory under a contract of service.

4.4.4 "Work" means hand or machine sewing in the construction of a garment or part thereof being work performed other than in a factory or workshop.

4.4.5 An employer bound by this Award shall:

- (a) Not employ any person to perform work covered by this Award under a contract of service outside the employer's workshop or factory unless that employer is a registered employer of outworkers, pursuant to clause 4.6.
- (b) When desirous of employing outworkers, make application for registration in accordance with clause 4.6 to the Registration Committee.
- (c) Not employ a person to perform work covered by clause 4.4.5 outside the workshop or factory unless prior agreement in writing has been reached between that employer and the person as to whether that person is to be employed on a full-time or part-time basis and if on a part-time basis, the agreed number of hours:

Provided that nothing in clause 4.4.5 shall prevent the parties to any such agreement varying the same by consent from employment on a full-time basis to employment on a part-time basis or *vice versa*:

Provided further that any such variation shall not take effect until the expiry of at least 3 days from the date of the agreement to that variation.

- (d) Not employ more than 10 outworkers at any one time:

Provided that an employer may employ a specified greater number of outworkers with the consent of the Union or if, in the absence of that consent the Commission grants permission to the employer to employ a specified greater number of outworkers.

- (e) Pay any outworkers employed at the rates prescribed by clauses 5.1 and 5.2 (as appropriate) for the classification in which the outworker is engaged:

Provided that working time allowed for work to be performed shall be fair and reasonable and that the time standards set for the work to be performed by outworkers will in every case be longer than the time standards that would be set for the same work if done in the factory to include a reasonable component to cover time spent on ancillary tasks, such as bundling and unbundling, sorting, packing and the like:

Provided further that in the event that the employer has no factory, a factory undertaking the same or comparable work shall be used for the purpose of setting the time standards.

- (f) Pay for outwork performed in the ordinary working week at the minute rate of:

- (i) 1/2280 of the full-time award rate for the classification in which the outworker is employed for the first 38 hours worth of work; and
- (ii) the minute rate in clause 4.4.5(f)(i) multiplied by 1.5 for the classification in which the outworker is employed, for each hour thereafter.

- (g) Pay for outwork performed or deemed to have been performed on a Saturday or Sunday or a public holiday, at the minute rate in clause 4.4.5(f)(i) multiplied by 2 for the classification in which the outworker is employed. An outworker shall not be entitled to penalty payment for work performed on a Saturday, Sunday or public holiday unless there is prior agreement with the employer for the performance of work on any such day(s) in accordance with clause 4.4.5(m)(xiii).

- (h) Apply all provisions of clause 5.2 to outworkers working under any system of payment by results unless expressly excluded from such operation either in clause 4.4.5 or in clause 5.2 itself.

- (i) Provide sufficient work (that is 38 hours worth of work each week for full-time outworkers and at least 20 hours worth of work each week for part-time outworkers) in the ordinary working week where the outworker is ready, willing and able to perform such work:

Provided that an outworker under any system of payment by results who is ready, willing and able to work:

- (i) on a full-time basis (i.e. 38 hours or more) in the ordinary working week but receives, in any such week, less than 38 hours worth of work from the employer, shall be paid in accordance with the following formula:

- (A) If the employee receives no work at all the full-time award rate for the classification in which the outworker is employed.
- (B) If the employee receives less than 38 hours worth of work the full-time award rate for the classification in which the outworker is employed.

- (ii) on a part-time basis (i.e. at least 20 hours) in the ordinary working week (for one or more employers) but receives in any such week, fewer hours worth of work than the number of hours for which the outworker was employed from any one such employer, shall be paid (by each employer) for the number of hours for which the outworker was employed. Such payment to be so much of the full-time award rate as is proportionate to the number of hours the worker was employed to work in any ordinary working week.

- (iii) may be stood down by the employer without pay for up to 10 days but for no more than 2 days in any 4 consecutive working weeks where no work can be offered as a result of circumstances beyond the employer's control; proof of which shall lie with the employer. In such circumstances the employer shall keep a record of the name and address of the outworker stood down, the commencing date and duration of the stand down and the reason for the stand down. A copy of this record shall be given to

the person doing the work, the Union within 2 working days of the stand down and the employer's copy shall be available for inspection by a person duly authorised in accordance with clause 11.1 and clause 11.2.

- (j) Not require any full-time outworker to complete more than 38 hours worth of work or any part-time outworker to complete more hours worth of work than the number of hours for which the outworker was employed in any ordinary week.
- (k) Subject to clause 4.4.5(m) not require any outworkers to perform work on a Saturday or a Sunday or on any public holidays.
- (l) Pay the outworker for each public holiday prescribed by this Award an amount equal to 1/5th of the applicable full-time Award rate for full-time outworkers and on a proportionate basis for part-time outworkers.
- (m) At the time of delivery of any work to an outworker provide full details of the following matters and shall keep true and correct records thereof in writing:
  - (i) The name of the employer bound by this Award and the registration number of the employer;
  - (ii) The address of the employer bound by this Award;
  - (iii) The name of the person to whom the work is given;
  - (iv) The address where the work is to be done;
  - (v) The date of delivery of the work;
  - (vi) The description of the garments or articles upon which work is to be done (e.g. skirts, dresses, jeans);
  - (vii) A description of the nature of the work to be performed (e.g. overlocking);
  - (viii) The number of garments or articles of each description being given out to the person;
  - (ix) Full details of the appropriate time standard in accordance with clause 4.4.5(e) which when considered with the minute rate set out in clause 4.4.5(f) will enable the price to be paid for each garment or article to be calculated;
  - (x) The number of working hours that will therefore be necessary to be worked to complete the said garments or articles;
  - (xi) The number of days that will therefore be needed to perform the work with such calculation being undertaken (consistent with clause 4.4.5(j)) on the basis of 7.6 hours worth of work being performed each day (except where clause 6.1.8 applies);
  - (xii) The appropriate time and date for the work to be picked up from the outworker. The pickup time and date shall be set on the basis that no work will need to be performed on any Saturday, Sunday or public holiday which may occur between delivery and pickup unless there is prior agreement between the employer and the outworker that work will be performed on any or all of such days. If there is such agreement the written record referred to in clause 4.4.5 must specify the actual date of any Saturday, Sunday or public holiday on which it has been agreed that work will be performed and the number of hours to be worked on any such day. In the absence of any specification as to the number of hours to be worked on a Saturday, Sunday or public holiday on which work has been authorised pursuant to clause 4.4.5(m)(xii) the outworker shall be deemed to have worked and shall be entitled to payment in respect of any such day at the rate specified in clause 4.4.5 (g);
  - (xiii) The total amount to be paid to the person calculated in accordance with clause 4.4.5(m)(viii), (ix) and (x):

Provided that a copy of this record shall be given to the person doing the work and the employer's copy shall be available for inspection at the employer's premises by a person duly authorised in accordance with clause 11.1:

Provided always that if the time period between delivery and pickup (arrived at via calculation under clause 4.4.5(m)(xii)) will necessarily include:

- a Saturday; and/or
- a Sunday; and/or

- a public holiday(s)

the first agreed pickup date shall be reset (i.e. put back) to ensure, consistency with clause 4.4.5(j) and given the number of days needed to do the work arrived at in clause 4.4.5(m)(xii) and (xiii), that the employee will not be required to work on any of the days set out in this proviso that fall within the period set under clause 4.4.5(m)(xii), to complete the work delivered (the reset pickup date will be hereinafter referred to as "the second agreed pickup date"):

Provided further that if an outworker who has work delivered to be performed in a time period that includes either a Saturday, Sunday or a public holiday(s) expressly agrees or simply elects to complete that work by the first agreed pickup date rather than by the second agreed pickup date then the worker will, for the purpose of payment, be deemed to have completed 7.6 hours (but no more) worth of work on each of the Saturdays, Sundays or public holiday days occurring in the period between delivery and pickup (except where clause 6.1.8 applies).

- (n) Pay annual leave to outworkers in accordance with the provisions of clause 7.1.
- (o) Pay all wages due not later than 2 working days following the end of the working week, at a time and by a method mutually agreed between the outworker and employer.

On or before the pay day, the employer shall provide to the outworker in writing, details of the wage payment to which the outworker is entitled, the amount of each deduction made therefrom and the net amount being paid to the outworker.

- (p) Except as otherwise provided in clause 4.4.5, apply to outworkers the terms and conditions of employment provided by this Award do not apply to outworkers, except for:

- Clause 4.3 - Casual employment
- Clause 5.8 - Payment of wages
- Clause 6.1 - Hours of work
- Clause 6.4 - Meal breaks
- Clause 6.5 - Rest pauses
- Clause 6.6 - Overtime
- Clause 7.2 - Sick leave
- Clause 11.2 - Time and wages record
- Clause 11.5 - Posting of award

- (q) Provide outworkers with all necessary materials, trimmings and sewing threads.

4.4.6 Where a person has performed work for an employer as an outworker such person may make a claim for payment for such work by serving upon the employer a Statutory Declaration specifying the identity of the person, the work performed and the payment claimed therefore. Such Statutory Declaration, if served within 6 months of completion of that work, shall be accepted as proof of liability on the part of the employer to pay the sum claimed unless that employer against whom the claim is made is able to prove:

- (a) that the work for which the claim is made, was not in fact done; and/or
- (b) the payment claimed as due was not the correct payment for the work that was actually done.

4.4.7 In any proceedings commenced concerning work performed pursuant to clause 4.4.7 it lies upon any person alleging that the person performing such work was not an employee to prove that this was the case.

4.4.8 Any dispute arising out of or concerning this Award relating to the employment of an outworker may be referred to the Commission.

## **4.5 Contract work**

4.5.1 Contract work may only be performed subject to the following conditions:

- (a) An employer bound by this Award may give out work to another employer. An employer giving out work, shall be termed a "giver-out". An employer making up work, shall be termed a "maker-up".
- (b) A giver-out shall, at 6 monthly intervals, file with the Industrial Registrar, a list of makers-up to whom work is given and forward a copy of such list to the branch secretary of the Union.

4.5.2 A giver-out shall not give out work to a maker-up unless the maker-up employs upon Award work, not less than 10 persons in a factory or workshop, not being a factory or workshop which is part of or connected with a



dwelling:

Provided an exemption from clause 4.5.2 may be granted by the Commission.

The maker-up shall, if requested by the Union, furnish to the Union a list of all firms for whom the maker-up is doing contract work.

4.5.3 *Employer contracting with a person who alone will perform work*

(a) For the purpose of clause 4.5.3 "work" means hand or machine sewing in the construction of a garment or part thereof being work performed other than in a factory or workshop.

(b) An employer bound by this Award shall:

(i) not contract with any person pursuant to clause 4.5.3 unless such employer is registered pursuant to clause 4.6.

(ii) when desirous of contracting with any person pursuant to clause 4.5.3 make application for registration in accordance with clause 4.6 to the Board of Reference.

(c) An employer bound by this Award, contracting with a person who alone will perform work, shall contract to provide and shall provide terms and conditions no less favourable than those prescribed by this Award for persons engaged under a contract of service pursuant to clause 4.4.

4.5.4 An employer bound by this Award contracting with a person who alone will perform work shall make a record in writing of the following details:

(a) The name of the employer bound by this Award and the registration number of the employer.

(b) The address of the employer bound by this Award.

(c) The name of the person to whom the work is given.

(d) The address where the work is to be performed.

(e) The date of giving out the work.

(f) A description of the nature of work to be performed (e.g. overlocking).

(g) A description of the garments or articles of each description being given out to the person.

(h) The number of garments or articles of each description being given out to the person.

(i) The price to be paid for each garment or article.

(j) The working time allowed for the work to be done.

(k) The total amount to be paid to the person calculated in accordance with clause 4.5.4(h),(i) and (j).

4.5.5 A copy of this record shall be given to the person doing the work and the employer's copy shall be available for inspection by a person duly authorised in writing in accordance with clause 11.1.

4.5.6 No employer bound by this Award shall enter into any contract or arrangement with another person (hereinafter "the second person") concerning the performance of work pursuant to which contract or arrangement the second person will not personally or alone perform the work unless the contract or arrangement is entered into on terms whereby any work to be performed by a person other than the second person is carried out pursuant to a written agreement made between the second person and the person who will actually perform the work, such written agreement to:

(a) specify the matters referred to in clause 4.5.4; and

(b) provide for wages and conditions no less favourable than provided by this Award for persons engaged under a contract of service pursuant to clause 4.4.

4.5.7 Any employer bound by this Award who enters a contract pursuant to clause 4.5.3 or pursuant to clause 4.5.6 shall notify the Industrial Registrar and the Union, within 7 days of the last working day of February, May, August and November of each year of the existence of such contract and the names and addresses of the persons who enter the contract.

4.5.8 Where a person has performed work either directly for an employer pursuant to clause 4.5.3 and 4.5.4 or for a second person, being work in respect of a contract or arrangement between the second person and an employer bound by this Award pursuant to clause 4.5.6, such person may make a claim for payment for such work by serving upon the relevant employer a Statutory Declaration specifying the identity of the person performing the work, the work performed, the date or dates on which the work was performed and the payment claimed therefor. Such Statutory Declaration, if served within 6 months of completion of that work, shall be accepted as proof of liability on the part of that employer to pay the sum claimed unless the employer against whom the claim is made is able to prove:

(a) that the work was not in fact done; and/or

(b) the payment claimed was not the correct payment due for the work that was actually done.

4.5.9 Any dispute arising out of or concerning this Award relating to the performance of work by a person under clause 4.5 may be referred to the Commission.

#### **4.6 Registration**

4.6.1 Except as prescribed in clause 4.5.1 an employer bound by this Award having or proposing to have work performed away from their own factory or workshop pursuant to clauses 4.4 and 4.5 shall make application for registration to the Board of Reference.

The Registration Committee shall consist of equal numbers of employer and Union representatives and the Industrial Registrar.

4.6.2 The Board of Reference may register the employer on conditions as determined by it for a 12 month period. The Board of Reference may revoke the registration if any or all of such conditions have not been complied with.

4.6.3 Upon registration the employer will be given a registration number.

4.6.4 The Registrar shall maintain a record of employers registered pursuant to clauses 4.4, 4.5 and 4.6 of this Award.

4.6.5 Upon registration and at yearly intervals thereafter, such employer shall cause a notice to be placed in the public notices column of a metropolitan daily newspaper circulating throughout the State in which the work is to be performed, notifying such registration. Such notice shall:

(a) specify the identity of the employer and the registration number; and

(b) specify where all documents in the employer's possession or custody containing the terms of any agreement or contract to perform work made in accordance with the provisions of this Award may be inspected by a person entitled under the Award to do so.

4.6.6 Subject to further order of the Commission, an employer may, by agreement in writing with the state secretary of the Union or by application to the Board of Reference, be exempted from the requirement to comply with the provisions of clause 4.6.5. A copy of any such agreement made pursuant to clause 4.6.6 shall be lodged with the Registrar.

#### **4.7 Mixed functions**

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.1 shall be paid as follows:

(a) If more than 4 hours on any day the higher rate for the whole of such day.

(b) If 4 hour or less then payment of the higher rate for 4 hours.

#### **4.8 Anti-discrimination**

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

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

(b) sexual harassment; and

(c) racial and religious vilification.

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

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

4.8.4 Nothing in clause 4.8 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

## **4.9 Termination of employment**

### *4.9.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

### *4.9.2 Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

### *4.9.3 Notice of termination by employee*

(a) Full-time employees - The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice. Notice given within a period not later than 10.00 a.m. on any day shall be regarded as a full day's notice.

(b) Part-time employees - The payment or deduction of payment in lieu of notice of termination of employment shall be 2/5ths of the pay of the preceding week of the employee concerned.

#### 4.9.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.10 Introduction of changes**

#### 4.10.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.10.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.10.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.11 Redundancy**

#### 4.11.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.11.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.11.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.11.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.9.

- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.11.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.11.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.11.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.9.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.11.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.11.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.11.10 *Employees with less than one year's service*

Clause 4.11 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.11.11 *Employees exempted*

Clause 4.11 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.11.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.12 Continuity of service - transfer of calling**

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

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Skill based classification structure**

#### 5.1.1 *Trainee*

- (a) Employees at this level:
  - (i) will be new entrants into the industry;
  - (ii) will 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
  - (iii) will work under the following conditions - totally defined procedures and methods; constant direct supervision; constant direct training; progressive assessment and feedback.
- (b) 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:
  - (i) the knowledge and skills required to apply relevant occupational health and safety practices and procedures;
  - (ii) the knowledge and skills required to apply specified quality control standards to their own work;
  - (iii) the knowledge and skills required to apply specified operation practices and procedures and to meet efficiency requirements; and
  - (iv) the knowledge and skills required to apply minor equipment/machine maintenance relevant to the equipment involved in the performance of their own work.

#### 5.1.2 *Skill level 1*

- (a) Employees at this level:
  - (i) will work to defined procedures/methods either individually or in a team environment;
  - (ii) will exercise skills to perform basic tasks; and

- (iii) will be aware of and apply basic quality control skills in the receipt and completion of their own work to the specified quality standards.
- (b) In addition, according to the needs and operational requirements of the enterprise, employees at this level:
- (i) may be required to exercise the skill necessary to assist in providing basic on the job instruction by way of demonstration and explanation;
  - (ii) may be required to record basic information on production and/or quality indicators as required;
  - (iii) may be required to work in a team environment;
  - (iv) may be required to apply minor equipment/machine maintenance;
  - (v) may be required to exercise key pad skills;
  - (vi) may be required to exercise the level of English literacy and numeracy skills to effectively perform their tasks; and
  - (vii) may commence training in additional skills required to advance to a higher skill level.

#### 5.1.3 Skill level 2

- (a) Employees at this level exercise the skills required to be graded at skill level 1, and:
- (i) will work to defined procedures/methods, either individually or in a team environment;
  - (ii) will exercise the skills to perform intermediate tasks; and
  - (iii) will 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).
- (b) In addition, according to the needs and operational requirements of the enterprise, employees at this level:
- (i) 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;
  - (ii) may be required to record detailed information on production and/or quality indicators as required;
  - (iii) may be required to exercise team work skills;
  - (iv) may be required to identify and rectify minor equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor;
  - (v) may be required to exercise basic computer skills; and
  - (vi) may commence training in additional skills required to advance to a higher skill level.

#### 5.1.4 Skill level 3

- (a) Employees at this level exercise the skills required to be graded at skill level 2, and:
- (i) will exercise discretion, initiative and judgment on the job in their own work, either individually or in a team environment;
  - (ii) will 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
  - (iii) will be responsible for quality assurance in their own work and assembly of component parts including having an understanding of how this work relates to subsequent production processes and its contribution to the final appearance of the garment.
- (b) In addition, according to the needs and operational requirements of the enterprise, employees at this level:
- (i) may be required to investigate causes of quality deviations to specified standards and recommend preventative action;



- (ii) may be required to 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;
- (iii) may be required to record detailed information on, and recommend improvements to, production and/or quality;
- (iv) may be required to take a co-ordinating role for a group of employees 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;
- (v) may be required to exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults); and
- (vi) may commence training in additional skills required to advance to a higher skill level.

#### 5.1.5 Skill level 4

- (a) Employees at this level exercise the skills required to be graded at skill level 3 and have a comprehensive knowledge of product construction.
- (b) Employees at this level will also:
  - (i) apply skills and knowledge, equivalent to that of a qualified tradesperson, which have been acquired as a result of training or experience, or hold a relevant trade certificate;
  - (ii) will work largely independently (including developing and carrying out of a work plan to specifications); and
  - (iii) will exercise a range of skills involving planning, investigation and resolution of problems, and/or training, and/or supervision, and/or specialised technical tasks, or will make a whole garment to specifications, or exercise equivalent skills.
- (c) In addition, according to the needs and operational requirements of the enterprise, employees at this level:
  - (i) may be required to apply quality control/assurance techniques to their work group or team;
  - (ii) may have designated responsibility for the training of other employees (and if so will be trained trainers);
  - (iii) may be responsible for quality and production records relating to their own work group or team;
  - (iv) may be required to take a co-ordinating role for a group of employees 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;
  - (v) may 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
  - (vi) may commence training in additional skills required to advance to a higher skill level.

## 5.2 Explanation of terms

### 5.2.1 Basic tasks

Uncomplicated tasks are those that 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.

### 5.2.2 Intermediate tasks

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

### 5.2.3 *Complex tasks*

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

### 5.2.4 *Series of different operations on a machine/s*

A series of different operations on a machine means performing a sequence of different operations to complete the majority of a complex garment.

### 5.2.5 *Machine*

A machine is any piece of equipment that performs a significant part of an operation in:

- (a) designing/grading of patterns;
- (b) marker spreading;
- (c) spreading of fabric; and
- (d) cutting, sewing, finishing, pressing and packaging of products;

and which is powered by an external source i.e. electricity, steam or compressed air or combinations of these. Hand tools are not machines and refer to those items which are primarily powered by the operator e.g. scissors, shears, staplers, tagging guns and tape dispensers.

### 5.2.6 *Variety of machine types*

A variety of machine types means 3 or more different types of machines that 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).

### 5.2.7 *Whole garment machinist or equivalent skills*

A whole garment machinist is 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.

### 5.2.8 *Skill*

Skill is defined as the application of a combination of abilities, knowledge and attributes to competently perform a given activity or activities.

### 5.2.9 *Competence*

Competence is defined as the ability to perform a particular activity or activities to a prescribed standard (or standards) and under a prescribed set of circumstances.

### 5.2.10 *Component parts*

Component parts are parts of a product that the operator receives in order to perform their job.

### 5.2.11 *Key pad skills*

Key pad skills are defined as the ability to use a small panel of keys, either numerical or with symbols, to operate equipment.

#### 5.2.12 *Basic computer skills*

Basic computer skills are defined as the use of a computer to enter, retrieve and interpret data.

#### 5.2.13 *Co-ordinating role*

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

#### 5.2.14 *Defined procedures/methods*

Defined procedures/methods are specific instructions outlining how an operator is to do their job.

#### 5.2.15 *Largely independently*

An employee performs work largely independently when the employee is accountable for the employee's own results including:

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

#### 5.2.16 *Designated responsibility*

A person has a designated responsibility when management identifies a specific role or specific responsibility for that employee.

#### 5.2.17 *Minor equipment/machine maintenance*

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
- (d) tension and stitch adjustment.

#### 5.2.18 *On-the-job instruction*

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

#### 5.2.19 *Quality assurance*

Quality assurance is defined as the overall system and plans used to provide confidence that goods and services will satisfy given requirements.

#### 5.2.20 *Quality control*

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

#### 5.2.21 *Quality deviations*

Quality deviations are defined as departures from a quality standard.

#### 5.2.22 *Quality indicators*

Quality indicators consist of information used to determine whether a quality standard has been met.

#### 5.2.23 *Specified quality standards*

Specified quality standards consist of detailed standards against which quality is measured.

#### 5.2.24 Team environment

A team environment is 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.

### 5.3 Wages and related matters

#### 5.3.1 Wage classification structure

An adult employee (other than an apprentice or trainee, junior employee or employee employed under a supported wage system) will be graded in accordance with the skill level classification structure and descriptors contained in clause 5.1. An adult employee will be paid the minimum weekly award wage rate assigned to that skill level set out in clause 5.3.2 in accordance with clause 5.1. Subsequent wage adjustments will also be paid in accordance with clause 5.1.

#### 5.3.2 Wage rates

All adult employees will be paid the minimum award rate of pay in accordance with the following table:

Skill level	Minimum Award rate
	\$
Trainee	
1	584.90
2	607.40
3	628.30
4	662.00
5	703.70

Junior employees shall receive the state percentage of these respective amounts according to the percentage rates as specified in clause 5.5.

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

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

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

### 5.4 New employees entering the industry

5.4.1 Any adult employee entering the industry as from the date of this Award with less than 6 months' experience in the industry within the classification in which the employee is employed shall be paid the percentage hereunder set out of the appropriate adult weekly wage prescribed in clause 5.3 for the class of work being performed:

first 3 months' experience - 85%;  
second 3 months' experience - 90%;  
thereafter -100%.

The percentage wages set out above shall be calculated in multiples of 10 cents, amounts of less than 5 cents being taken to the lower multiple and amounts of 5 cents and in excess of 5 cents being taken to the higher multiple.

5.4.2 For the purpose of ascertaining the percentage payable to any adult employee entering the industry with less than 6 months' experience, any service with one employer or several shall be taken into consideration and accrued to the credit of that employee.

### 5.5 Junior rates of pay

5.5.1 The minimum rates of wages to be paid to junior employees in all groups of the industry shall be as follows:

Percentage of weekly wage rate for classification Skill Level 2 %

16 years and under	50
16 1/2 years	55
17 years	60
17 1/2 years	65
18 years	69
18 1/2 years	72
19 years	75
19 1/2 years	80
20 years	85

The percentage wages set out herein shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple:

Provided that any junior:

- (a) with at least 3 years and not more than 4 years' experience in the clothing trades industry shall be paid not less than the percentage of the appropriate rate for a 20 year old junior;
- (b) after 4 years' experience in the clothing trades industry shall be paid the appropriate rate for an adult employee respectively in the classification in which the junior is employed;
- (c) on attaining 20 years of age who has had more than 2 years' experience in the clothing trades industry shall be paid the appropriate adult rate.

5.5.2 Time served by a junior in any occupation for which a classification is prescribed by this Award in any group of this Award or similar experience in the same classification in the textile industry shall be counted as experience both as regards wages and the terms to be served in respect of the continuation of the employment of such junior in the occupation covered by such classification:

Provided further that such person on attaining the age of 21 years shall be paid the wage herein prescribed for an adult employee.

5.5.3 No employee under the age of 18 years shall work on a 'Hoffman' type manually operated press.

5.5.4 The proportion of juniors who may be employed by an employer shall be:

- (a) in Groups A, B, D - one to each employee receiving the adult rate;
- (b) in all other Groups - 2 to each employee receiving the adult rate.

## 5.6 Payment by results

### 5.6.1 Section A - Task System

No employer shall make a bonus or merit payment which fluctuates from period to period according to the amount of work performed by the employee concerned and which is based upon a secret task rate for measuring the output of such employee.

In all factories and workshops where a minimum task is set for a minimum wage the following shall be observed:

- (a) The task rate in respect to all garments or other articles or parts of articles shall be determined in the manner following:
  - (i) Where there are less than 20 employees involved in the work to be performed, the employer or their representative, in conference with 2 employees chosen by and from such employees, shall fix the rates and at least one employee shall be a member of the Union if available and willing to act.
  - (ii) Where there are 20 or more employees involved in the work to be performed the employer or their representative in conference with 3 employees chosen by and from such employees, shall fix the rates and at least one employee shall be a member of the Union if available and willing to act.
- (b) The task rates shall be fixed so as to enable the average employee to earn the minimum wage prescribed by this Award for the class of work to be performed; and any number of garments or parts of garments or other articles, or parts of articles made in excess of the minimum weekly task fixed by the task rates for the minimum weekly wage shall be paid for at pro rata plus 10 %.
- (c) When an employee is employed for less than a week on the task rates, then the task of the said employee

shall be fixed pro rata of the weekly rate provided for.

- (d) Any excess number of garments or parts of garments or other articles or parts of articles made in any day by the employee shall be subject to the same pro rata payment as would apply if the employee were engaged for the whole week.
- (e) In the event of a dispute with reference to a task rate the matter shall be referred to the Commission.
- (f) A signed and dated copy of all task rate schedules shall, within 24 hours of their being fixed, be posted and kept posted by the employer in a conspicuous place in each and every room of the workshop or factory where such tasks respectively are being performed.
- (g) A combination or team means 2 or more persons working together in the same class of work, employed on weekly wages where a task has been imposed. Where employees work in a combination or team the additional amount of wages shall be distributed amongst the employees on a percentage basis, according to the amount of their ordinary weekly wages.
- (h) In all factories and workshops where task systems are now in operation they shall not be altered except in the manner prescribed in clause 5.6 for the determination of tasks.

#### 5.6.2 *Section B - piecework*

- (a) Subject to payment of the minimum weekly wages prescribed by this Award for employees in their respective classes, and to the conditions hereinafter set out, an employer in conjunction with the employees, may fix their own piece-work rates provided such rates enable an adult male or adult female of average capacity working under like conditions to earn at least 10 % more than the minimum weekly wage in their respective classes. The same piecework rate shall be paid to all piece-workers doing the same operation in the factory or workshop whether by adult males, adult females, improvers or apprentices.
- (b) All piece-workers who are available and ready and willing to work during the ordinary working hours but for whom work is not provided by the employer shall be paid the appropriate weekly rate for the class of work being performed. In the case of apprentices or improvers, they shall not be paid less than the amount prescribed by this Award for an apprentice or improver of like experience.
- (c) The piecework rate in respect of all garments or parts of garments or other articles or parts of articles shall be determined in the following manner:
  - (i) Where there are less than 20 employees involved in the work to be performed the employer or their representative, in conference with 2 employees chosen by and from such employees, shall fix the rates and at least one employee shall be a member of the Union if available and willing to act.
  - (ii) Where there are 20 or more employees involved in the work to be performed the employer or their representative, in conference with 3 employees chosen by and from such employees, shall fix the rates and at least one employee shall be a member of the Union if available and willing to act.
- (d) In the event of a dispute with reference to piecework rates, the matters shall be referred to the Commission.
- (e) A signed and dated copy of all piece-work schedules shall, within 24 hours of their being fixed, be posted and kept posted by the employer in a conspicuous place in each and every room of the workshop or factory where such piece-work is being performed.
- (f) In all factories and workshops where piecework conditions are now in operation they shall not be altered except in the manner prescribed in clause 5.6 for the determination of the piecework rates.
- (g) Collecting logs - Where piecework is in operation, the employer shall make arrangements for collecting the logs, and the employees need not leave their places.
- (h) Adjustment of piecework rates - Effect shall be given in piecework rates to alterations to wages following State Wage Cases, and to adjustments in marginal rates by increasing or decreasing piecework rates proportionately.

### 5.7 **Payment of wages**

- 5.7.1 Except upon the termination of employment, all wages including overtime and allowances shall be paid weekly or fortnightly, not later than 2 working days following the termination of the working week.

5.7.2 Payment of wages may be made at the discretion of the employer by one of the following means:

- (a) cash;
- (b) cheque; or
- (c) payment directly into an employee's nominated bank account, credit union or building society account without cost to the employee:

Provided such payment to weekly and part-time employees may relate to the average number of ordinary hours in accordance with a roster system:

Provided further that such payment to casual employees shall be on the basis of actual hours worked in each week or fortnight.

5.7.3 Where a fortnightly pay system is introduced, payment of wages shall be made by one of the following means:

- (a) payment of one week in advance; or
- (b) at the election of an existing employee, without one week in advance.

Where clause 5.8.3(a) is used the first fortnightly pay thereafter shall include one week's pay phased out over a period of 5 months by equal deductions per month:

Provided that employers shall have the authority to deduct from any monies due to the employees, any outstanding pre-payments, upon termination.

The specified day for the completion of the pay cycle shall not be changed without 7 days prior notification in the case of weekly paid employees and 14 days in the case of fortnightly paid employees.

## **5.8 Superannuation**

5.8.1 The superannuation provisions for all employees covered by this Award shall be in accordance with the *Superannuation Guarantee (Charge) Act 1992*.

5.8.2 The approved funds are:

- (a) Sunsuper; or
- (b) such other superannuation scheme or fund established and conforming to the Commonwealth Governments' Operational Standards for occupational superannuation funds

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

### **6.1 Hours of work**

#### *6.1.1 Day workers*

Subject to clause 6.2, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 Except as otherwise specifically provided herein, ordinary hours will be between 6.00 a.m. and 6.00 p.m., Monday to Friday, and between 8.00 a.m. and 1.00 p.m. on Saturdays. The spread of hours and days prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.

6.1.3 Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to arrangement between the employer and the majority of employees concerned.

6.1.4 Ordinary hours worked on a Saturday (other than in a retail establishment) shall be paid at the appropriate overtime rate specified in clause 6.6:

Provided that employees working in repair shops or booths associated with shopping centres authorised at law to engage in late night trading, subject to the extent of that authority, shall be able to work their 38 hours per week up to 9.00 p.m. on either Thursday or Friday night.

6.1.5 The ordinary daily hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses.

6.1.6 Where necessary, employees shall commence their ordinary hours and breaks at different times to ensure continuity of service to the employer's clients.

6.1.7 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employees person shall be in the employee's time.

6.1.8 The ordinary hours of work prescribed herein will not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the arrangement of the employer and the majority of employees concerned.

## **6.2 Working of the 38 hour week**

6.2.1 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days during each work cycle; or
- (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.2.2 Subject to the provisions of clause 6.1 employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.2.3 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within twelve calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

6.2.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

## **6.3 Shift work**

6.3.1 The ordinary hours of shift workers shall not exceed:

- (a) 10 hours in any one shift;
- (b) 152 hours in 4 roster weeks; or
- (c) 304 hours in 8 roster weeks.

6.3.2 Subject to the following conditions shift workers shall work at such times as the employer may require:

- (a) a shift shall consist of not more than 10 hours, inclusive of meal time;
- (b) a meal break of not less than 30 minutes' duration shall be allowed and shall be counted as time worked.

6.3.3 Shift workers working an afternoon shift Monday to Friday, shall be paid an allowance of 15% of the hourly rate for each hour worked on such shift.



- 6.3.4 Shift workers working an afternoon shift on a Saturday, shall be paid overtime rates (time and a-half for the first 3 hours and double time thereafter) for all such work performed.
- 6.3.5 Shift workers working an afternoon shift on Sunday, shall be paid double time for all work performed.
- 6.3.6 Except at changeover of shifts an employee shall not be required to work more than one shift in any one day.
- 6.3.7 Work will be carried out over consecutively recurring cycles, each consisting of a specific number of consecutive working days followed by a specific number of non working days.
- 6.3.8 Shift work rosters shall be agreed between the employer and the majority of employees. Such agreement shall spell out the pattern of working and non working days and be confirmed in writing. Shift workers shall specify the commencing and finishing times of ordinary working hours of the respective shifts and shall be posted to give at least 7 days' notice of any change.
- 6.3.9 An employee required by the company to transfer from one roster system to another shall be given 7 days' notice of such change.

#### **6.4 Meal breaks**

- 6.4.1 Except as provided in clause 6.2.2 an interval of not more than one hour and of not less than 45 minutes shall be allowed for the meal break.
- 6.4.2 The duration of the meal break may be reduced to not less than 30 minutes where the majority of the employees in a factory so agree.
- 6.4.3 Except in retail establishments such meal break shall be permitted between the hours of 12 noon and 2 p.m., except where a starting time of earlier than 8.00 a.m. is observed in any factory, in which case no meal break shall commence earlier than 11.00 a.m.
- 6.4.4 In retail establishments the meal break shall be observed between 11.00 a.m. and 3.00 p.m.
- 6.4.5 No employer shall permit of any work being performed on the premises by an employee during that employees meal break.
- 6.4.6 *Meal money*

An employee required to work overtime for more than one hour after the usual ceasing time or beyond 6 p.m. (whichever is the later) on any day, Monday to Friday inclusive, without being notified the day before that the employee shall be so required to work, shall either be supplied with an adequate meal by the employer or paid \$9.60 in lieu thereof.

If the notice is given and overtime is not worked (except as a result of a breakdown in the machinery or plant) the tea money prescribed herein shall be paid.

#### **6.5 Rest pauses**

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the employee's daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work, where continuity is necessary.

#### **6.6 Overtime**

- 6.6.1 All time worked by a full-time employee in excess of 38 hours in a week or in excess of their normal number of daily hours or outside the daily limits prescribed in clause 6.1 shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter, the overtime to be calculated on a daily basis.
- 6.6.2 All time worked on Sunday shall be paid for at the rate of double time.
- 6.6.3 An employee paid under any system of payment by results, when working overtime shall be paid in addition to the ordinary earnings paid under such system for work done in excess time, such sum per hour as is equivalent to the full-time wage divided by 76:

Provided that for work in excess of 3 hours' overtime on any day such sum per hour as is equivalent to the full-time wage divided by 38 shall be paid in addition to the ordinary earnings.

- 6.6.4 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

6.6.5 Notwithstanding anything hereinbefore contained employees required to work for longer than 1 1/2 hours after the usual ceasing time shall be allowed not less than 30 minutes meal break. Clause 6.6.5 shall not apply to employees working a 4 1/2 day week unless the overtime extends beyond a period of 4 hours.

## **6.7 Overtime - retail establishments**

Notwithstanding the provisions of clause 6.6, the overtime provisions for employees in any retail establishment shall be the same as prescribed for shop assistants by the Retail Industry (Interim) Award - State for the time being in force and as may be amended from time to time.

For the purposes of clause 6.7, the term 'retail establishment' shall not include any establishment wherein the majority of employees are engaged in the manufacture of clothing.

## **6.8 Weekend work**

### *6.8.1 Saturday morning penalty rates*

Except as hereinafter provided, all full-time or part-time employees who are employed on a 5 1/2-day week basis shall be paid at the rate of time and a-quarter for all time worked, within trading hours (not being overtime within the meaning of clause 6.6) on Saturday mornings.

All employees in retail establishments other than casuals, shall be paid in addition to their ordinary rates of pay a loading of 25% for work within the spread of ordinary full-time working hours which may be required to be performed on a Saturday:

Provided that in respect of such work a minimum payment of \$2.00 shall be made.

For the purposes of clause 6.8.1, the term 'retail establishment' shall not include any establishment wherein the majority of employees are engaged in the manufacture of clothing.

## **6.9 Reduced working week**

6.9.1 An employer with the mutual consent of 75% of employees concerned, shall be entitled to work a permanent full-time employee/s less than 38 hours, but not less than 30 hours in any one week for a maximum of 8 weeks in any one calendar year where the company is experiencing production difficulties.

6.9.2 Employees who work a shorter week in accordance with clause 6.9.1 shall have all their entitlements, including annual leave, sick leave and long service leave continue to accrue as if they were on a 38 hour week.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of their employment be entitled to an annual leave on full pay of 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:

(a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, their pay, calculated in accordance with clause 7.1.5 for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.5.

Annual leave shall be given in addition to any notice for the termination of employment.

### 7.1.5 Calculation of annual leave pay

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.5(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding weekend penalty rates);
  - (ii) leading hand allowance or amounts of a like nature;
  - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
  - any period or periods of annual leave exceeding:
    - (i) 4 weeks.
    - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## 7.2 Sick leave

### 7.2.1 Entitlement

- (a) Every employee, except casuals, and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### 7.2.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### 7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

### 7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

### **7.3 Bereavement leave**

#### 7.3.1 *Full-time and part-time employees*

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

#### 7.3.2 *Long-term casual employees*

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

#### 7.3.3 "Immediate family" includes:

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

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

### **7.4 Long service leave**

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

### **7.5 Family leave**

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

#### 7.5.1 It is to be noted that:

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

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

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **7.6 Public holidays**

7.6.1 Subject to clause 7.6.7, all work done by any employee on:

- the 1st of January;
- the 26th of January,
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th of April (Anzac Day);
- the Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

### *7.6.2 Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

### *7.6.3 Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

### *7.6.4 Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a full-time rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed full-time rate, or *pro rata* if there is more or less than a day.

7.6.5 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

### *7.6.6 Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

### *7.6.7 Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

### *7.6.8 Rosters*

Any employee of a retail establishment who works to a roster which provides for ordinary working hours on Saturdays shall be paid an additional 3 hours' wages at ordinary rates when rostered off duty on any Saturday upon which any of the holidays mentioned in clause 7.6 occur.

For the purposes of clause 7.6.8, the term "retail establishment" shall not include any establishment wherein the majority of employees are engaged in the manufacture of clothing.

## **7.7 Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall

be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

NOTE: No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training**

9.1.1 Following proper consultation, the employer shall develop a training policy and program consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise; and
- (c) the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by appropriate educational institutions and training providers.

9.1.2 *Various costs associated with training*

- (a) Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the program developed in accordance with clause 9.1.1 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (b) Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.

- (c) Travel costs incurred by an employee undertaking training in accordance with clause 9.1.2 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

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

### **10.1 Protective clothing**

Where any person is required to work under wet or dirty conditions, suitable protective clothing, including footwear, shall be supplied free of charge by the employer to the employee concerned.

Any dispute as to the necessity or suitability of such clothing shall be determined by the Commission.

## **10.2 Uniforms**

Employers shall pay for the provision and cleaning of uniforms if the employer requires the employees to wear a uniform.

## **10.3 Tools of trade**

The employer shall provide all necessary tools for employees in each workshop or factory.

Any tools lost due to neglect on the part of the employee shall be replaced by or paid for by the employee concerned.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### *11.1.4 Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

### **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

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

11.3.1 *Documentation to be provided by employer*



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

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

#### 11.3.2 *Union delegates*

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

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

#### 11.3.3 *Deduction of union fees*

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

### **11.4 Trade union training leave**

11.4.1 Subject to clause 11.3.2, a Union delegate or elected employee work place representative shall, upon application in writing, be granted up to 5 days' leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency with the clothing industry.

11.4.2 Employers may approve leave in accordance with clause 11.3 subject to the following limitations:

- (a) Where the employer employs up to and including 49 employees 5 Union delegates or elected work place representatives may be granted 5 days' leave *per annum* which is available within any 12 month period.
- (b) Where the employer employs between 50 and 150 employees inclusive, 10 Union delegates or elected work place representatives may be granted 5 days' leave *per annum* which is available within any 12 month period.
- (c) Where the employer employs 150 or more employees, 15 Union delegates or elected work place representatives may be granted 5 days' leave *per annum* which is available within any 12 month period.
- (d) Provided the numbers contained in clause 11.3.2 may be varied by mutual agreement between the Union and an employer.

11.4.3 The granting of such leave shall be subject to the employee or the Union giving not less than one calendar month's notice of the intention to attend such course or such lesser period as may be agreed between the employer, Union and employee concerned:

Provided that the taking of such leave shall be arranged so as to minimise any adverse effect on the employer's operations.

11.4.4 Each employee on leave approved in accordance with clause 11.3 shall be paid all ordinary time earnings which normally become due and payable during the period of the leave.

11.4.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course during leave approved pursuant to clause 11.3 shall be the responsibility of the employee or the Union unless otherwise agreed between the employer, the Union and the employee concerned.

11.4.6 Should an employee granted leave pursuant to the clause fail to attend the nominated course, the employer shall be notified by the Union as soon as practicable, and no payment is to be made by the employer in respect of leave for the employee concerned pursuant to clause 11.3.

11.34.8 Employees granted leave pursuant to clause 11.3 shall inform their employer after the completion of the course of the nature of the course and their observations on it.

### **11.5 Award posting**

A copy of this Award when available shall be posted and kept posted by the employer in a prominent place in the workshop or factory.

**11.6 Notice boards**

The employer shall make facilities available in a prominent position in the workshop or factory, upon which representatives of the Union shall be allowed to post Union notices. Any notice so posted shall be countersigned by the representative of the Union and in the absence of a counter-signature, may be removed by the Union representative or the employer.

**SCHEDULE 1 - APPLICATION FOR REGISTRATION PURSUANT TO CLAUSE 4.6**

**Employer to have work performed away from factory by subcontractor or outworkers**

To:

Industrial Registrar  
GPO Box 373  
BRISBANE QLD 4000

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*Pursuant to clauses 4.4, 4.5 and 4.6 of the Award, application is hereby made to the State Clothing Trades Board of Reference for the registration of*

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(Name of Employer giving out work)

of

---

(address)

as an employer of subcontractors \* and / or outworkers \* (please circle as appropriate)

*Insert address where the written record of the terms under which contract work and/or outwork is held if different to above :*

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Grounds in support of this application are: -

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Date of application: \_\_\_\_\_  
Name of Employer \_\_\_\_\_  
Signature of Applicant: \_\_\_\_\_  
Position/Title of signatory: \_\_\_\_\_

**SCHEDULE 2 - TRANSLATION PROCEDURE**

**Step 1 - Getting ready**

- Arrange and conduct a meeting of the Translation Committee to:
- Conduct a survey of the language needs of the workforce.
- Carry out an inspection of the factory/workplace to familiarise the Committee with the different sections/work

areas.

## **Step 2 - Planning**

- Set date/s for information session/s to workforce and make the necessary arrangements.
- Set date/s for transferring the workforce to the new skill levels.
- Arrange for suitable interpreters to be available for information sessions and completion of the questionnaire (and checklist where used).
- Agree on the order in which different sections of the factory/workplace will be translated and establish and prominently display a timetable for translation including the date/s for information sessions to the workforce and for the completion of the questionnaire (and checklist where used). Translation should commence as soon as possible, and must be completed within the transition period.
- Agree on how the completion of the questionnaire (and checklist where used) will be managed e.g. by sections, by language groups.
- Select appropriate space within the factory/workplace to carry out translation procedures.
- Obtain all the materials necessary.
- Provide information to the whole of the workforce on the translation to the new Skill Based Classification Structure. This may be provided verbally and/or in written form and/or by way of a poster. This may be delivered in sections or language groups or to the workforce as a whole.
- Arrange for the Committee to brief supervisors on the translation process and provide a copy of written materials.

## **Step 3 - Preparing the skills questionnaire (and checklist where used)**

- In preparation for the Skills Based Classification Structure, an enterprise may, in consultation with the Committee choose to list machine types and then classify the operations performed on them into:

Basic;

Intermediate; and

Complex.

This information (checklist) can be used to assist in determining skill levels by identifying technical skills. It cannot be used without the questionnaire.

The checklist must be agreed to as accurate by the Committee before it can be used in the translation process.

Arrange for the questionnaire (and checklist where used) to be copied for each member of the workforce.

Number each questionnaire (and its accompanying checklist where used) consecutively beginning with number 1.

Every page of the same questionnaire (and accompanying checklist where used), should be given the same number so that if pages of a completed questionnaire (and checklist where used) become detached, they can be identified.

*The Skill Based Classification Structure, the Skills Questionnaire, Guidelines for Assessing the Questionnaire and Skill Level Allocation Form are found at the end of this Schedule.*

## **Step 4 - Completing the questionnaire (and checklist where used)**

- Responses to the questionnaire (and checklist where used) should relate to recurring activities which an employee is competent in and is expected to carry out. Activities which are carried out infrequently or at unpredictable times should be included as long as they are recurring activities which an employee is competent in and is expected to carry out during a normal 12 monthly production cycle.

Activities which an employee has been called on to carry out, only from time to time, because of extraordinary production requirements would not be included. In this case, where employees are called on to exercise high level skills, they would be paid in accordance with clause 5.6. (Mixed Functions) of this Award.

For example, an employee called on to carry out the activities of another employee because that employee is temporarily absent for a short period of time would not include these activities in their responses to the questionnaire (and checklist where used). However, if it is part of an employee's specific duties to relieve in the case of absence of other employees, as is the case for utility machinists, then those activities should be included.

Periods of training are not to be regarded as part of an employee's usual work.

- Arrange for the questionnaire (and checklist where used) to be completed by each employee, in manageable groups, during working hours in the manner agreed by the Committee e.g. in section/work area, language group.
- At least one Union and one employer representative of the Committee, with the help of interpreters if necessary, will act as facilitators for each group and the facilitators shall explain the questionnaire (and checklist where used) and how to fill it out. They will answer questions about the questionnaire (and checklist where used) and ensure that all of the relevant questions have been answered. The role of facilitators is to clarify the meaning of questions to enable employees to make their own responses.
- An employee may request a supervisor to complete the checklist (where used) on behalf of the employee.
- Facilitators should pay particular attention to filling in the name of the employee, the job title and the wage band number on to the skill allocation form.
- Facilitators should answer any questions about what happens next.

**Step 5 - Allocating skill levels**

The Committee shall meet and perform the following procedures:

- Ensure a Committee secretary is present and has a Skill Level Allocation Form for each employee.
- Ensure that each member has a copy of the completed questionnaire (and checklist where used) for each employee in the same order and a copy of the Skill Based Classification Structure.
- The Committee shall then call in supervisors to endorse the employee responses to the questionnaire (and checklist where used). Where supervisors disagree with certain responses they shall give their reasons for such differences and these shall be discussed with the employee concerned, with the assistance of an interpreter if necessary. The Committee may seek any other information in an attempt to determine whether the disputed responses are acceptable and may view the employee at their work station. Where the Committee cannot make a decision, the employee's responses must be accepted.
- For each employee:

Determine the minimum skill level of the employee by comparing their wage band with the minimum skill level table appearing below. For example, an employee in wage band 2B will have a minimum skill level of skill level 2.

***Minimum skill level table***

Wage band	Skill level
1A	1
1B	1
2A	2
2B	2
3A	3
3B	3
4	4
5*	5*

\* Wage Band

***Old wage band table***

GROUP A - ORDER TAILORING FOR MALES

**WAGE BAND  
NUMBER**

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of all male outer garments of any description (including dressing gowns) cut and made to chart measure or cut and made to an individual measure and garments that are fitted on shall be as follows:

1. Cutter, marking in and/or cutting out.

GROUP A - ORDER TAILORING FOR MALES

WAGE BAND  
NUMBER

2.	Trimmer, marking in and/or cutting out linings and trimmings	3B
3.	Fitter up and/or shaper	3B
4.	Head of table or bench of machines, in charge of 4 or more persons - above appropriate machinist rate	\$11.60
5.	Tailor or tailoress employed making and/or altering coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by an order tailor	4
6.	Coat maker engaged on 3 of any of the following operations:	3B
	(a) canvassing fore-parts by hand;	
	(b) basting-under the basting-out facings by hand;	
	(c) inserting pads, basting on under-collars and basting in sleeves for try on;	
	(d) hand felling top collars; and	
	(e) basting-in sleeves by hand and working sleeve heads;	
7.	Employees employed making and/or altering by hand or by machine any part of a dress coat, tuxedo, frock coat, dinner jacket, or body coats of all description	3B
8.	Coat table hand or coat machinist	2B
9.	Trouser hand or trouser machinist	2A
10.	Vest table hand or vest machinist	2A
11.	Embosser, embroiderer, cornelli worker	2B
12.	Presser, pressing off and/or underpressing	3A
13.	Examiner examining for faults in construction	3B
14.	All others not herein classified	1A

GROUP B - ORDER TAILORING FOR FEMALES

The weekly wage for every description of work done in connection with order tailoring for females which includes the making and/or altering and/or repairing and/or work incidental thereto of tailored female outer garments cut and made to chart measure or cut and made to an individual measure and garments that are fitted on shall be as follows:

WAGE BAND  
NUMBER

15.	Cutter, marking in and/or cutting out	5
16.	Trimmer, marking in and/or cutting out linings or trimmings	3B
17.	Fitter up and/or shaper	3B
18.	Head of a table or a bench of machines, in charge of 4 or more persons above appropriate machinist rate	\$11.60
19.	Tailor or tailoress employed making and/or altering coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by and order tailor	4
20.	Coat maker engaged on 3 of any of the following operations:	3B
	(a) Canvassing fore-parts by hand;	

	(b) Basting-under the basting-out facings by hand;	
	(c) inserting pads, basting on under-collars and basting in sleeves for try on;	
	(d) hand felling top collars;	
	(e) Basting-in sleeves by hand and working sleeve heads;	
21.	Coat table hand or coat machinist	2B
22.	Skirt maker and/or machinist	2A
23.	Outer leg wear maker and/or machinist	2A
24.	Embosser, embroiderer, cornelli worker	2B
25.	Presser pressing off and/or underpressing	3A
26.	Examiner examining for faults in construction	3B
27.	All others not herein classified.	IA

**GROUP C - READY MADE CLOTHING FOR MALES**

The provisions contained in this group shall not apply to the making of cardigans, pullovers and knitted swimsuits in establishments of employers wherein the principal business of such employer consists of the knitting of materials and the making of garments so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of all male outer garments of any description (including dressing gowns) excepting those specified in Groups A and I shall be as follows:

		WAGE BAND NUMBER
28.	Cutter, laying up and/or marking in and/or using marker lay and/or cutting out	4
29.	Die cutter in cutting room	4
30.	Trimmer marking in and/or cutting out linings or trimmings	3B
31.	Fitter up and/or shaper	3B
32.	Head of table or a bench of machines, in charge of 4 or more persons above appropriate machinist rate	\$8.45
33.	Tailor or tailoress	4
34.	Alteration or repair hand (tailor or tailoress)	4
35.	Alteration hand (other than tailor or tailoress) in retail establishment	3A
36.	Coat table hand or coat machinist	2B
37.	Trouser table hand or trouser machinist	2A
38.	Vest table hand or vest machinist	2A
39.	Presser pressing off and/or underpressing garments other than the garment which the employee is making	3A
40.	Durable crease setters and/or sprayers	2B
41.	Seam presser and/or seam opener by machine or by hand	2A
42.	Canvas fuser and/or air operated fusing machine operator other than on a Hoffman type press	2A
43.	Embosser, embroiderer, cornelli worker	2B

	WAGE BAND NUMBER
44. Proofer	2A
45. Examiners, examining for faults in construction:	
(a) tailor or tailoress; and	3B
(b) others	2B
46. Brusher and folder	2A
47. Hand sewer of buttons, hooks, eyes, press studs and the like	2A
48. Operator, electronic welding machine	1B
49. Operator of press or riveting machine	1B
50. Transporter operator, i.e. employee operating console	2B
51. All others not herein classified	1A

#### GROUP D - ORDER DRESSMAKING

The weekly wage for every description of work done in connection with order dressmaking which includes the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all female outer garments of any description (including dressing gowns) cut and made to an individual measure and garments that are fitted on other than such items of outer wearing apparel as are specified in Group B, hereof shall be as follows:

	WAGE BAND NUMBER
52. Cutter, marking in and/or cutting out	5
53. Head of a table or bench of machines, in charge of 4 or more persons - above machinists rate	\$11.60
54. Table hand or machinist	2B
55. Presser operating Hoffman type press or hand iron more than 3.63kg (81bs) in weight (not counterbalanced)	3A
56. Presser pressing off and/or underpressing - other	2B
57. Pleater making patterns and pleating by hand or machine	3B
58. Pleater, rolling in by hand or machine and/or inserting pleat into pattern	2A
59. Embosser, embroiderer, cornelli worker	2B
60. Fitter-on trying on to a customer unfinished or finished garments	3A
61. Hand sewer of buttons, hooks, eyes, press studs and the like	2A
62. All others not herein classified	1A

#### GROUP E - READY MADE DRESSMAKING AND READY MADE TAILORING FOR FEMALES

The provisions contained in this group shall not apply to the making of cardigans, pullovers and knitted swimsuits in establishments of employers wherein the principal business of such employer consists of the knitting of materials and making of garments so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of ready made garments or outer wearing apparel for females excepting those specified in Groups B, D and I, which shall include tea, dressing or house gowns, blouses, fronts, collars collarettes, cuffs and children's garments (other than those included in Group F) shall be as follows:

WAGE BAND  
NUMBER

	WAGE BAND NUMBER
63. Cutter, marking in and/or cutting out	4
64. Die cutter in cutting room	4
65. Trimmer marking in and cutting out linings and/or trimmings	3B
66. Fitter up and/or shaper	3B
67. Head of a table or a bench of machines, in charge of 4 or more persons above appropriate machinist rate	\$8.45
68. Tailor or tailoress	4
69. Table hand finisher or machinist	2B
70. Embosser, embroiderer, cornelli worker	2B
71. Alteration hand (other than tailor or tailoress) in retail establishment	3A
72. Presser pressing off and/or underpressing operating Hoffman type press or hand iron more than 3.63kg (81bs) in weight (not counterbalanced)	3A
73. Presser pressing off and/or underpressing - other	2B
74. Fusing machine operator	2B
75. Seam presser and/or seam opener by machine or by hand	2A
76. Durable crease setter and/or sprayer	2B
77. Pleater making patterns and pleating by hand or by machine	3B
78. Pleater, rolling in by hand or by machine and/or inserting pleat into pattern	2A
79. Examiner, examining for faults in construction	2B
80. Hand sewer of buttons, hooks, eyes, press studs and the like	2A
81. Operator, electronic welding machine	1B
82. Operator of press stud or riveting machine	1B
83. Transporter operator, i.e. employee operating console	2B
84. All others not herein classified	1A

#### GROUP F - UNDERCLOTHING

The provisions contained in this group shall not apply to establishments of employers wherein the principal business of such employers consists of the knitting of goods and making of garments from goods so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of underclothing for females which includes corsets, brassieres, nightgowns, pyjamas, pinafores and aprons for females and sunsuits, playsuits and similar garments for children not exceeding 8 years of age shall be as follows:

	WAGE BAND NUMBER
85. Cutter, marking in and/or cutting out	4
86. Die cutter in cutting room	4
87. Head of a table or a bench of machines, in charge of 4 or more persons - above machinist rate	\$8.45
88. Machinist	2A



89.	Adornment worker	2A
90.	Table hand and/or finisher	2A
91.	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (81bs) in weight (not counterbalanced)	3A
92.	Presser and/or ironer - other	2A
93.	Transferer	2A
94.	Examiner examining for faults in construction	2A
95.	Hand sewer of buttons, hooks, eyes, press studs and the like	2A
96.	Transporter operator, i.e. employee operating console	2A
97.	All others not herein classified	1A

GROUP G - WHITEWORK

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of whitework which shall include all descriptions napery and/or sheets and/or pillow slips and/or pillow shams and/or diapers and/or handkerchiefs and/or towels and/or chenille bedspreads and/or mosquito nets and/or chenille bath mats and, when made in clothing and whitework factories, toys and/or lamp shades and/or cot covers and/or blankets and/or bedspreads, shall be as follows:

		WAGE BAND NUMBER
98.	Cutter, marking in and/or cutting out	4
99.	Die cutter in cutting room	4
100.	Head of a table or bench of machines, in charge of 4 or more persons - above machinist rate	\$8.45
101.	Machinist and/or table hand	2A
102.	Transferer and/or adornment worker	2A
103.	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (81bs) in weight (not counterbalanced)	3A
104.	Presser and/or ironer - other	2A
105.	Examiner	2A
106.	Dyer and/or bleacher (chenille)	3A
107.	Vat attendant (chenille)	2A
108.	Divider of material	2A
109.	All others not herein classified	1A

GROUP H - COLLARS, SHIRTS, TIES, SCARVES AND PYJAMAS

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of collars, ties, scarves, cuffs, shirts, shirt fronts, pyjamas for males, singlets or underpants (except knitted goods) shall be as follows:

		WAGE BAND NUMBER
110.	Cutter, marking in and/or cutting out	4
111.	Die cutter in cutting room	4

	WAGE BAND NUMBER
112. Head of a table or bench of machines in charge of 4 or more persons above machinist rate	\$8.45
113. Machinist and/or table hand and/or adornment worker	2A
114. Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (81bs) in weight (not counterbalanced)	3A
115. Presser and/or ironer - other	2A
116. Fuser	2A
117. Examiner examining for faults in construction	2A
118. Transporter operator, i.e. employee operating console	2A
119. All others not herein classified	1A

#### GROUP I - INDUSTRIAL CLOTHING

The weekly wage for every description of work done in the making and/or work incidental thereto of industrial clothing for males and females which includes industrial uniforms, overalls (excluding what are known in the trade as shaped garments) boiler suits, dust coats and industrial shorts, made from materials other than woollen or worsted shall be as follows:

	WAGE BAND NUMBER
120. Cutter, marking in and/or cutting out	4
121. Die cutter in cutting room	4
122. Head of a table or bench of machines in charge of 4 or more persons above machinist rate	\$8.45
123. Machinist and/or table hand	2A
124. Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (81bs) in weight (not counterbalanced)	3A
125. Presser and/or ironer - other	2A
126. Examiner	2A
127. Operator, electronic welding machine level 1 engaged in the manufacture of other industrial safety equipment or exercising skill with no requirement to reset machine or mould regularly	1B
127A. Operator electronic welding machine level 2 engaged in the manufacture of industrial safety clothing of whatever nature or constructing the whole of a garment or adapting setting of machine regularly to different tasks	2B
128. Operator of press stud or riveting machine	1B
129. Transporter operator, i.e. employee operating console	2A
130. All others not herein classified	1A

#### GROUP J - HEADWEAR

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of any kind of hats, caps, bonnets, helmets, berets or any other kinds of headwear (except such hats as are made under the provision of the Felt Hatting Award) shall be as follows:

	WAGE BAND NUMBER
131. Cutter other than milliner	4
132. Head of a table or a bench of machines in charge of 4 or more persons - above machinist rate	\$8.45

133.	Hand blocker	4
134.	Machine blocker	3A
135.	Helmet maker	2B
136.	Cap maker	2B
137.	Machinist and/or table hand	2A
138.	Model milliner designing original models	3A
139.	Milliner	2A
140.	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (8lbs) in weight (not counterbalanced)	3A
141.	Presser and/or ironer - other	2A
142.	Operator, electronic welding machine	1B
143.	All others not herein classified	1A

#### GROUP K - UMBRELLAS

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of any description of umbrellas, parasols, or the like, shall be as follows:

		WAGE BAND NUMBER
144.	Gore cutter, marking in and/or cutting out	3B
145.	Machinist	2A
146.	Examiner	2A
147.	Hand ironer	2A
148.	Frame maker	2A
149.	Umbrella assembler, including rib assembling, band fixing, topping, clipping in, rolling, studding, pulling up and fitting handles, angle joints, runners, notches, bells and spikes	1B
150.	All others not herein classified	1A

#### GROUP L - FUR TRADE

The weekly wage for every description of work done in connection with the making and/or altering and/or remodelling and/or repairing and/or work incidental thereto of all types of garments or articles such as coats, jackets, capes, headwear, scarves, collars, cuffs, neckwear, muffs, rugs, mats and toys made in the establishment of a furrier from furred and/or haired and woolled skins shall be as follows:

		WAGE BAND NUMBER
151.	Cutter marking in and/or cutting out	5
152.	Head of a table or bench of machines in charge of 4 or more persons above appropriate machinist rate	\$8.45
153.	Nailer	3A
154.	Fur machinist	3A
155.	Machinist (other than on fur machine) and/or table hand	2B

156. All others not herein classified

GROUP M - ARTIFICIAL FLOWERS AND BRUSHED SILK EMBLEMS

The weekly wage for every description of work done in connection with the making and/or work incidental thereto of all types of artificial flowers and brushed silk emblems shall be as follows:

	WAGE BAND NUMBER
157. Cutter and/or stamper	3A
158. Dyer	3A
159. Shaper of petals by hand, with aid of curling iron and/or bowler and assembling the petals so shaped	2B
160. Employee assembling and/or making and/or tying and/or pressing artificial flowers	2B
161. Tiers and/or cutters and/or brushers of emblems	2B
162. All others not herein classified	1A

\*\* END OF OLD WAGE BAND TABLE\*\*

Review the completed questionnaire (and checklist where used) for the worker.

Where a worker's questionnaire (and checklist where used) question/s are not answered clearly and members of a Committee require clarification of an employee's response this should be sought from the employee and if necessary their supervisor.

Compare the completed questionnaire (and checklist where used) with the skill level above the minimum skill level for the worker.

If the worker cannot be allocated to the skill level above their minimum skill level then they remain on their minimum skill level.

If the worker can be allocated to the skill level above their minimum skill level then compare the completed questionnaire (and checklist where used) with the next skill level and so on until the worker can be allocated.

The skill level allocated is the highest level in which the employee satisfies all the necessary requirements.

The Committee secretary should record the skill level and key reasons for the decision on the Skill Allocation form.

The questionnaires (and checklists where used) and the Skill Level Allocation Forms should be kept in a safe place and be available for any subsequent review processes.

**Step 6 - Where consensus on the appropriate skill level is reached**

- Notify management and the employee of the recommended skill level.
- If both the management and employee accept the recommendation it becomes the confirmed skill level and shall remain so until at least the expiry of the transition period.

**Step 7 - Where consensus on the appropriate skill level cannot be reached or where it is but the recommendation is not acceptable to management and/or the worker**

- The Committee will meet with management and the employee separately. It will then review its decision taking into consideration the additional information it has obtained, and attempt to reach a consensus, which will be notified to management and the worker.
- If consensus still cannot be reached within the Committee or its recommendation is still not acceptable to management and/or the worker, the matter shall be referred to senior management and a union official who shall endeavour to reach agreement.

**Step 8 - Senior management and the union official cannot reach agreement**

- If agreement cannot be reached between senior management and the union official the matter may be referred to the Commission in accordance with clause 3.1.

### **TRANSITION PERIOD**

- (a) A transition period for the purpose of translating employees to the new Skill Based Classification Structure specified above shall commence from the beginning of the first pay period to commence on or after 1 August 2001 and continue until the beginning of the first pay period to commence on or after 1 December 2001.
- (b) Employees shall be paid in accordance with clause 5.3.3 (Wage rates pre-transition period), of this Award for the duration of the period specified in the transition period.
- (c) Employees shall be paid in accordance with clause 5.3.3 (Wage rates post-transition period), from the beginning of the first pay period to commence on or after 1 December 2001.
- (d) The translation of employees to the Skill Based Classification Structure specified in clause 5.3.2 (Wage rates post-transition period), of this Award shall be conducted by a Translation Committee consisting of at least an equal number of employee/Union representatives as there are management representatives:

Provided that where a consultative Committee has already been established, it shall be the Translation Committee.

All meetings shall be conducted in working hours and paid for as time worked.

- (e) An employer may prepare for the translation of employees to the Skill Based Classification Structure specified in 5.3.3 (Wage rates post-transition period), of this Award by following steps 1, 2 and 3 of the Translation Procedure.
- (f) An employer shall conduct the translation of employees to the Skill Based Classification Structure specified in 5.3.3 (Wage rates post-transition period), of this Award by following the steps 4, 5, 6, 7 and 8 of the translation procedure.

#### *Non-unionised workplaces*

- (g) In workplaces where the employees are not members of the Union, an employer shall conduct the translation of employees to the Skill Based Classification Structure specified in 5.3.3 (Wage rates post-transition period), of this Award by following the steps 4, 5, 6, 7 and 8 of the translation procedure with the following exceptions:
  - (i) a Translation Committee consisting of at least an equal number of employee representatives, elected by and from the employees, as there are management representatives shall be set up;
  - (ii) the employer shall notify the relevant State Secretary of the union that the Translation Committee is about to be set up;
  - (iii) the relevant state secretary of the union may assist in the conduct of the election for employee representatives on the Translation Committee;
  - (iv) the employer shall notify the relevant state secretary of the union that the Translation Committee is about to translate employees to the Skill Based Classification Structure specified in clause 5.1, Skill Levels, of this Award; and
  - (v) the relevant state secretary of the union may attend the meetings of the Translation Committee specified in clause (g)(i).

#### *Small workplaces*

- (h) In workplaces where less than twenty employees are employed an employer shall conduct the translation of employees to the Skill Based Classification Structure specified in clause 5.1, Skill Levels, of this Award by following the steps 4, 5, 6, 7 and 8 of the translation procedure with the following exceptions:
  - (i) a Translation Committee consisting of at least an equal number of employee representatives, elected by and from the employees, as there are management representatives shall be set up.
  - (ii) the employer shall notify the relevant state secretary of the union that the Translation Committee is about to be set up.

- (iii) the relevant state secretary of the union may assist in the conduct of the election for employee representatives on the Translation Committee.
- (iv) the employer shall notify the relevant state secretary of the union that the Translation Committee is about to translate employees to the Skill Based Classification Structure specified in clause 5.1, Skill Levels, of this Award.
- (v) the relevant state secretary of the union may attend the meetings of the Translation Committee specified in clause (g)(i)

with the exception that if there is not the capacity or resources or where the employee representatives do not wish to participate, the translation procedure shall be carried out by management and a nominee of the relevant state secretary of the union in lieu of the conduct of this procedure by the Translation Committee specified in clause (h).

## SKILLS QUESTIONNAIRE

### INTRODUCTION TO THE SKILLS QUESTIONNAIRE

Your responses to the Questionnaire (and Checklist where it is used) should relate to recurring activities which you are competent in and expected to carry out.

Activities which are carried out infrequently or at unpredictable times, should be included, as long as they are recurring activities which you are competent in and are expected to carry out during a normal twelve monthly production cycle.

Activities which you have been called on to carry out only from time to time because of extraordinary production requirements would not be included. In this case, where you have been called on to exercise higher skills levels, you would be paid in accordance with clause 5.6 (Mixed functions) of this Award.

For example, when you are called upon to carry out the activities of another employee because that employee is temporarily absent for a short period of time, you will not include these activities in your responses to the Questionnaire (and Checklist where it is used).

However, if it is part of your specific duties to relieve in the case of absence of other employees, as is the case of the utility machinist, then those activities should be included.

Periods of training are not to be regarded as part of your usual work.

## SKILLS QUESTIONNAIRE

NAME: \_\_\_\_\_

QUESTIONNAIRE NO

BUNDY NUMBER (IF APPROPRIATE):

JOB TITLE:

Please tick the boxes beside the statements which most closely describe what you do at work. If you need to you may tick more than one box in each question.

Please read all the questions through carefully before you begin to fill in the questionnaire.

### Question 1:

I am a trainee - I have worked in the clothing industry less than 3 months, and someone is showing me what to do and checking my work all the time.

### Question 2:

(a) I follow instructions, set procedures and methods.

(b) I follow instructions, but decide things for myself, such as:

the best way to do different work.

ways to fix a problem with the work.

what changes I have to make in my work when fabrics change.

(c) I work largely independently, deciding the way in which I will carry out assigned tasks, co-ordinating processes and setting and working to deadlines.

**Question 3:**

(a) I carry out basic machine tasks which:

require little decision making and are easily learned; and

where there is uncomplicated feeding of the fabric; or

where positioning of the work may be controlled by guidebars or sensor lights etc.

Some examples of the work may be, bartacking, button holing, and button sewing.

(b) I carry out intermediate machine tasks which:

require more decision making and are more difficult to learn than basic tasks; and

require me to have skills in:

positioning;

feeding and handling;

moving the fabric to change the direction of the sewing or pressing;

sewing or pressing shapes and curves;

sewing to an exact stopping point.

(c) I carry out intermediate machine tasks which:

require more decision making and more difficult to learn than basic tasks because.

they require me to have skills in feeding, handling and sewing different kinds of fabric.

(d) I carry out one or more complex machine tasks which require:

a higher level of decision making and are more difficult to learn than intermediate tasks.

fabric handling skills and knowledge which is higher than intermediate tasks.

skills to perform tasks more difficult than intermediate tasks because of the:

requirements to handle and align the sections, whilst ensuring correct shaping of the end result because of the complexity of combining parts or pressing garments; or

frequent fabric changes in sewing or pressing.

(e) I perform a sequence of different operations on a machine/s to complete the majority of a complex garment.

(f) I use 3 or more different machine types, and perform intermediate tasks on at least 3 of them.

An example of machines which are the same type are flat sewing machines such as single needle lockstitch, twin needle lockstitch and lockstitch zig-zag. Another category of machine type is overlock sewing machines such as single needle overlocker, twin needle overlocker and safety stitch.

(g) My work involves making a complex whole garment from written specification and patterns.

Examples may include:

sample machinist;

a machinist who performs each of the operations required to complete a complex whole garment from specifications; or

a fully multi-skilled machinist who is required to perform any of the operations involved in making a complex whole garment to specifications.

(h) I hold a relevant trade certificate.

(i) I apply skills and knowledge equivalent to that of a qualified tradesperson.

**Question 4:**

(a) I carry out basic non-machine tasks which:

require little decision making and are easily learned.

Some examples of this kind of work may be, turning, clipping, and ticketing.

(b) I carry out intermediate non-machine tasks which:

require more decision making and are more difficult to learn than basic tasks; and

may require some fabric knowledge.

Some examples of this kind of work are:

examination/clean;

clean, trim and inspect;

carry out a series of related tasks such as:

collect parts;

sort sizes;

check shade;

bundle ticketing;

recording information.

OR:

fold;

pin;

hang/bag;

ticket.

OR:

Laying Up involving straightforward methods:

get work order;

set up table;

check fabric/check shades;

lay up correct pieces;

return unused fabric;

record information.

(c) I carry out complex non-machine tasks which are more difficult to learn and require a higher level of decision making than intermediate tasks.

Examples may include:



Quality Controller.

Assistant Supervisor.

Laying up using complex methods.

(d) I exercise a range of skills involving planning work, and investigating and solving problems, which may include

one or more of the following:

training other workers;

supervising other workers;

carrying out specialised technical tasks.

**Question 5:**

If none of the questions describe the work you do please tick this box and the Committee will discuss your work with you.

**GUIDELINES FOR ASSESSING THE QUESTIONNAIRE**

For Committee use only

These guidelines are only a tool for the Committee to use in assessment. The most important document is the Skill Based Classification Structure and Explanation of Terms. This tool must be used with the Skill Based Classification Structure and Explanation of Terms. The employee's skill levels will be determined by the combination of answers to the Questionnaire (and Checklist where used). No one answer can determine the Skill Level.

**Question 1** A tick for this question indicates a **trainee**.

**Question 2** A tick in (a) may indicate a **Level 1 or 2**.

A tick in (b) may indicate a **Level 3**.

A tick in (c) may indicate a **Level 4**.

**Question 3** A tick in (a) may indicate a **Level 1**.

A tick in (b) or (c) may indicate a **Level 2**.

A tick in (d) or (e) or (f) may indicate a **Level 3**.

A tick in (g) or (h) or (i) may indicate a **Level 4**.

**Question 4** A tick in (a) may indicate a **Level 1**.

A tick in (b) may indicate a **Level 2**.

A tick in (c) may indicate a **Level 3**.

A tick in (d) may indicate a **Level 4**.

**Question 5** A tick for this question indicates that the questions have not provided for the skills of an employee. The Committee will therefore be required to interview this employee to discuss the work they do.

**SKILL LEVEL ALLOCATION FORM**

Name:

Bundy Number (if appropriate):

Job Title:

Current Classification:

Minimum Translation Level:

Recommended Skill Level:

Key Reasons:

Management's Agreement:

Yes

No

If no, reasons:

Employee's Agreement:

Yes

No

If no, reasons:

Skill Level Allocated:

#### MINIMUM SKILL LEVEL TABLE

The minimum skill level that an employee can be given will be that which corresponds to their level in the current structure as shown in the following Minimum Skill Level Table.

#### **Wage Band Minimum Skill Level**

1A 1

1B 1

2A 2

2B 2

3A 3

3B 3

4 4

5\* 5\*

\*Wage band.

Dated 18 December 2002.

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

Operative Date: 17 February 2003