



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## CLOTHING TRADES AWARD

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

### **PART 1 – APPLICATION AND OPERATION OF AWARD**

#### **CLAUSE 1.1 TITLE**

OPDATE 23:03:2006 on and from

This Award will be referred to as the "Clothing Trades Award".

#### **CLAUSE 1.2 ARRANGEMENT**

OPDATE 15:08:2006 1<sup>st</sup> pp on or after

1.2.1 This Award is arranged as follows:

*Clause No. Title*

#### **Part 1 – Application and operation of Award**

- 1.1 Title
- 1.2 Arrangement
- 1.3 Scope and persons bound
- 1.4 Locality
- 1.5 Operation of Award
- 1.6 Definitions
- 1.7 Continuous service
- 1.8 Anti-discrimination

#### **Part 2 – Award flexibility**

Vacant

#### **Part 3 – Communication, consultation and dispute resolution**

- 3.1 Introduction of change
- 3.2 Dispute settlement procedure
- 3.3 Board of Reference

#### **Part 4 – Employer and employees' duties, employment relationship and related arrangements**

- 4.1 Categories of employment
- 4.2 Full-time employment
- 4.3 Part-time employment
- 4.4 Casual employment
- 4.5 Apprentices and unapprenticed juniors
- 4.6 Termination of employment
- 4.7 Redundancy
- 4.8 Transmission
- 4.9 Service provisions (termination, change and redundancy)
- 4.10 Contract Work
- 4.11 Outworkers
- 4.12 Registration of employers

*Clause No. Title*

### **Part 5 – Wages and related matters**

- 5.1 Wages
- 5.2 Payment under an incentive system
- 5.3 Payment for work done on Public Holidays
- 5.4 Payment for work done on Sundays
- 5.5 Superannuation
- 5.6 Safety net adjustments
- 5.7 Economic incapacity applications

### **Part 6 – Hours of work, breaks, overtime, shift work, weekend work and public holiday work**

- 6.1 Hours of work
- 6.2 Overtime
- 6.3 Meal breaks
- 6.4 Mixed functions
- 6.5 Rest periods

### **Part 7 – Leave of absence and public holidays**

- 7.1 Annual leave
- 7.2 Personal leave – injury and sickness
- 7.3 Bereavement leave
- 7.4 Parental leave
- 7.5 Personal Leave to care for a family member
- 7.6 Blood donors
- 7.7 Trade union training leave
- 7.8 Public holidays

### **Part 8 – Transfers, travelling and working away from usual place of work**

Vacant

### **Part 9 – Training and related matters**

- 9.1 Training wage arrangements

### **Part 10 – Occupational health and safety matters, equipment, tools and amenities**

- 10.1 Uniform allowance
- 10.2 Tools

### **Part 11 – Award compliance and association related matters**

- 11.1 Award posted
- 11.2 Notice boards
- 11.3 Right of entry
- 11.4 Time and wages records
- 11.5 Shop stewards and representatives

### **Schedules**

- Sch. 1 Wages
- Sch. 2 Skill based classification structure
- Sch. 3 Contract Work
- Sch. 4 Outworkers
- Sch. 5 Registration of Employers
- Sch. 6 Supported wage provisions
- Sch. 7 Training wage arrangements

## Sch. 8 School based apprentices

## 1.2.2 In alphabetical order

*Clause no. Subject*

7.1	Annual leave
1.8	Anti-discrimination
4.5	Apprentices and unapprenticed juniors
Sch. 8	Apprentices, school based
1.2	Arrangement
11.1	Award posted
7.3	Bereavement leave
7.6	Blood donors
3.3	Board of reference
4.4	Casual employment
4.1	Categories of employment
1.7	Continuous service
4.10	Contract work
Sch. 3	Contract Work
1.6	Definitions
3.2	Dispute settlement procedure
5.7	Economic incapacity applications
4.2	Full-time employment
6.1	Hours of work
3.1	Introduction of change
1.4	Locality
6.3	Meal break
6.4	Mixed functions
11.2	Notice boards
1.5	Operation of Award
Sch. 4	Outworkers (also 4.11)
6.2	Overtime
7.4	Parental leave
4.3	Part-time employment
5.2	Payment under an incentive system
5.4	Payment for work done on public holidays
5.5	Payment for work done on Sundays
7.2	Personal leave – injury and sickness
7.5	Personal leave to care for a family member
7.8	Public holidays
4.7	Redundancy
Sch. 5	Registration of employers (also 4.13)
6.5	Rest periods
11.3	Right of entry
5.6	Safety net adjustments
Sch. 8	School based apprentices
1.3	Scope and persons bound
4.9	Service provisions (termination, change and redundancy)
11.5	Shop stewards and representatives
Sch. 2	Skill based classification structure
5.5	Superannuation

*Clause no. Subject*

Sch. 6	Supported wage provisions
4.6	Termination of employment
11.4	Time and wages records
1.1	Title
10.2	Tools
7.7	Trade union training leave
Sch. 7	Training wage arrangements (also 9.1)
4.8	Transmission
10.1	Uniform allowance
Sch. 1	Wages (also 5.1)

**CLAUSE 1.3 SCOPE AND PERSONS BOUND**

OPDATE 23:03:2006 on and from

- 1.3.1 This Award will apply to the industry of the occupations of persons employed making and/or altering and/or repairing and/or adorning in Order Tailoring, Ready-made Tailoring, Order Dressmaking, Ready-made Dressmaking, Underclothing, Whitework, Collars, Shirts, Ties, Scarfs and Pyjamas, Industrial Clothing, Headwear, Umbrellas, Fur Trade and Artificial Flowers and Brushed Silk Emblems.
- 1.3.2 This Award will be binding on the **Union** and the industry of the occupations of persons as prescribed in 1.3.1 whether as employers or employees and whether members of the **Union** or not.

**CLAUSE 1.4 LOCALITY**

OPDATE 23:03:2006 on and from

This Award will apply throughout the State of South Australia.

**CLAUSE 1.5 OPERATION OF AWARD**

OPDATE 23:03:2006 on and from

This Award as varied by section 99 review shall come into force on and from 23 March 2006 and replaces the previous Award.

**CLAUSE 1.6 DEFINITIONS**

OPDATE 01:10:2019 on and from

In this Award, unless where otherwise clearly intended:

- 1.6.1 **Act** means the *Fair Work Act 1994*.
- 1.6.2 **Continuous service** means service as prescribed in clause 1.7.
- 1.6.3 **Spouse** includes a defacto spouse but, except in relation to parental leave, does not include a spouse from whom the employee is legally separated.
- 1.6.4 **Tribunal** means the South Australian Employment Tribunal.
- 1.6.5 **Union** means both the Textile, Clothing and Footwear Union of South Australia and/or the Manufacturing Division of the Construction Forestry Maritime Mining and Energy Union, either joint or severally.
- 1.6.6 **Weeks pay** means weeks pay as defined in clause 4.7.1.

## CLAUSE 1.7 CONTINUOUS SERVICE

OPDATE 23:03:2006 on and from

### 1.7.1 Maintenance of continuous service

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the **Act** or the *Long Service Leave Act 1987*.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
- (i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

### 1.7.2 Calculation of period of service

Where an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

- (a) to the extent that the employee receives or is entitled to receive pay for the period; or
- (b) where the absence results from a decision of the employer to stand the employee off without pay.

## CLAUSE 1.8 ANTI-DISCRIMINATION

OPDATE 01:10:2019 on and from

- 1.8.1 It is the intention of the parties to this Award to achieve the principal object of section 3(m) of the **Act** by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- 1.8.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 1.8.3 Nothing in this clause is to be taken to affect:
- 1.8.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
- 1.8.3.2 Until considered and determined further by the ***Tribunal***, the payment of different wages for employees who have not reached a particular age;
- 1.8.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Australian Human Rights Commission.
- 1.8.4 Nothing in this clause is to be taken to prevent:
- 1.8.4.1 A matter referred to in 1.8.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.
- 1.8.4.2 A matter referred to in 1.8.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

**PART 2 – AWARD FLEXIBILITY**

OPDATE 23:03:2006 on and from

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## PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 23:03:2006 on and from

#### 3.1.1 Employee's duty to notify

3.1.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have **significant effects** on employees, the employer will as soon as practicable notify the employees who may be affected by the proposed changes and their **union**.

3.1.1.2 **Significant effects** include termination of employment:

Major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunity 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 will be deemed not to have **significant effect**.

#### 3.1.2 Employer's duty to discuss change

3.1.2.1 The employer will discuss with the employees affected and their Union, inter alia, the introduction of the changes referred to in clause 3.1.1.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects or such changes on employees and will give prompt consideration to matters raised by the employees and/or their **union** in relation to the changes.

3.1.2.2 The discussions will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 3.1.1.1.

3.1.2.3 For the purposes of such discussion, the employer will provide in writing to the employees concerned and their **Union**, 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 will not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

### CLAUSE 3.2 DISPUTE SETTLEMENT PROCEDURE

OPDATE 01:10:2019 on and from

3.2.1 The mechanism and procedures for resolving industrial disputes will include, but not be limited to the following:

3.2.1.1 The employee/s concerned will confer with their immediate supervisor. The employee/s may appoint a representative to act on their behalf, which may be a shop steward or delegate of the **Union**.

3.2.1.2 If the matter is not resolved under 3.1.1.1 further discussions will take place between the employee/s and their nominated representative, if any, and more senior management. The employee/s may invite a **Union** official to be involved in the discussions and the employer may invite an officer of their employer organisation to be involved in the discussions.

3.2.1.3 If the matter remains unresolved, the employer may refer the dispute to a more senior level of management or to a more senior officer of their employer organisation and the employee/s may invite a more senior **Union** official to be involved in the discussions.

- 3.2.1.4 In the event that no agreement is reached or it is agreed that the referral of the matter to more senior levels as set out in 3.2.1.3 would not assist in the resolution of the dispute, the parties will jointly or individually refer the matter to the **Tribunal** for resolution.
- 3.2.1.5 While the parties attempt to resolve the matter work will continue as normal unless an employee/s has reasonable concerns about an imminent risk to their health and safety.

### CLAUSE 3.3 BOARD OF REFERENCE

OPDATE 01:10:2019 on and from

- 3.3.1 The Registrar of the **Tribunal** may appoint a Board of Reference.
- 3.3.2 The Board of Reference will consist of one representative of the **Union** and one representative of employers appointed by the Registrar. The Registrar may also sit on the Board of Reference in circumstances where the parties invite the assistance of the Registrar or where a casting vote is required to determine a matter.
- 3.3.3 Any person appointed to the Board of Reference may appoint a proxy to act in his or her stead at any time, provided that the representative of the **Union** may only do so with the consent of the **Union**.
- 3.3.4 A Board of Reference will sit at such times and at such places as the members agree or the Registrar may fix. The Board of Reference may adjourn from time to time and from place to place.
- 3.3.5 A majority decision of the Board of Reference will prevail.
- 3.3.6 A decision of the Board of Reference may be reviewed and altered by the President of the **Tribunal** on the application of a party to the Award, provided that notice of the intention to apply for such a review is given to the other parties to the Award and to the Registrar within 7 days of the decision. Such application for review must be made within 21 days of the decision of the Board of Reference. The President may extend the time limit for giving notice and for an application for review.
- 3.3.7 The functions of the Board of Reference will be to deal with matters specifically referred to it by this Award.
- 3.3.8 Nothing in this clause will derogate from the right of a party to apply to the **Tribunal** or the Industrial Relations Court for a variation or interpretation of this Award.

## **PART 4 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **CLAUSE 4.1 CATEGORIES OF EMPLOYMENT**

OPDATE 23:03:2006 on and from

Employees will be appointed on a full-time, part-time or casual basis in accordance with the provisions set out in clauses 4.2, 4.3 or 4.4.

### **CLAUSE 4.2 FULL-TIME EMPLOYMENT**

OPDATE 23:03:2006 on and from

A full-time employee works an average of 38 hours per week.

### **CLAUSE 4.3 PART-TIME EMPLOYMENT**

OPDATE 23:03:2006 on and from

- 4.3.1 A part-time employee is an employee who works less than 38 hours per week and has predictable hours of work.
- 4.3.2 At the time of engagement, the employer and employee will agree, in writing, on the hours to be worked each day, the days to be worked in each week and the starting and finishing times of work on each day. Any variation to the agreed pattern of work must be by consent and recorded in writing.
- 4.3.3 A part-time employee, other than an employee working under the arrangement provided for in clause 4.3.8, receives all conditions and benefits prescribed by this Award on a pro rata basis, unless specifically stated otherwise.
- 4.3.4 When calculating an employee’s pro rata entitlements, the basis of the calculation will be the average hours worked by the employee in the preceding 12 months or in the period of employment, whichever is the lesser.
- 4.3.5 A part-time employee will be engaged for a minimum of 3 consecutive hours on any day or shift.
- 4.3.6 A part-time employee will not be required to attend for duty more than once on any one day.
- 4.3.7 all time worked by a part-time employee outside the ordinary spread of hours prescribed in clause 6.1.2 or outside the agreed hours of work set in accordance with clause 4.3.2, will be paid overtime in accordance with clause 6.2.
- 4.3.8 by mutual agreement between an employee and employer, the employee may receive a loading of 20% in lieu of the entitlement to personal leave, annual leave and payment for public holidays not worked.

### **CLAUSE 4.4 CASUAL EMPLOYMENT**

OPDATE 23:03:2006 on and from

- 4.4.1 A casual employee is one who is engaged in relieving work or work of a casual, irregular or intermittent nature, but does not include an employee who falls within the definition of a full-time or part-time employee.
- 4.4.2 An employee will not be engaged as a casual employee for the purposes of avoiding any obligations under this Award.
- 4.4.3 A casual employee will be paid 1/38<sup>th</sup> of the relevant weekly wage prescribed in Schedule 1 of this Award plus a loading of 33 1/3% in lieu of the entitlement to annual leave, personal leave and payment for public holidays not worked.

- 4.4.4 A casual employee is entitled to payment for a minimum of 3 consecutive hours on each occasion he/she is required to attend for duty.
- 4.4.5 A casual employee is not required to attend for duty more than once on any one day.
- 4.4.6 A casual employee is entitled to payment for overtime, shiftwork, work on public holidays, and superannuation in accordance with this Award.
- 4.4.7 A casual employee is engaged by the hour. Employment can be terminated by either party giving one hours notice or by the payment or forfeiture of one hour's pay, as the case may be.

#### **CLAUSE 4.5 APPRENTICES AND UNAPPRENTICED JUNIORS**

OPDATE 01:10:2019 on and from

##### **4.5.1 Definitions**

- 4.5.1.1 **State Apprenticeship Authority** means the Training and Skills Commission or any other authority which supersedes the Training and Skills Commission.
- 4.5.1.2 **Relevant legislation** means, for the purposes of this clause, the *Training and Skills Development Act 2008* or any other Act which supersedes it.
- 4.5.1.3 **Apprentice** means any person engaged under a contract of training in a trade declared under or in accordance with the **relevant legislation**.

4.5.2 **Apprentices** may be engaged in trades covered by this Award.

4.5.3 An employer must not employ an unapprenticed junior in any trade or occupation covered by this Award unless the appropriate junior rates of pay as set out in Schedule 1 to this Award are paid.

4.5.4 The employer will provide access to training consistent with the contract of training entered into by the **apprentice**.

##### **4.5.5 Attendance at training courses**

4.5.5.1 The employer must allow the **apprentice** to attend any required training course.

4.5.5.2 The **apprentice** will provide satisfactory evidence to the employer of his or her attendance.

4.5.5.3 An **apprentice** who attends the required training course and presents evidence to the employer of satisfactory attendance and conduct must be reimbursed by the employer for all fees paid by the **apprentice** in respect to such training course, at the end of each term.

4.5.6 The probationary period of an **apprentice** will be as set out in the contract of training or a period of 3 months, whichever is the lesser.

4.5.7 On completion of an apprenticeship, an **apprentice** who is under 21 years of age and who is engaged in the trade to which the apprenticeship was undertaken, is entitled to the relevant adult rate of pay.

4.5.8 Notice of termination and redundancy provisions as provided in clauses 4.6 and 4.7 of this Award will not apply to **apprentices**. All other terms and conditions of this Award will apply to apprentices unless specifically excluded.

4.5.9 **Apprentices** under the age of 18 years will only be employed on day shift. An **apprentice** 18 years or over may work on afternoon shift by mutual agreement with the employer, provided that such shift does not prevent attendance at a required training course.

4.5.10 An **apprentice** will not work under any **incentive system**.

4.5.11 The provisions of this clause will be read in conjunction with the **relevant legislation**.

#### **CLAUSE 4.6 TERMINATION OF EMPLOYMENT**

OPDATE 23:03:2006 on and from

##### **4.6.1 Notice of termination by employer**

4.6.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

4.6.1.2 In addition to the notice in 4.6.1.1, employees over forty-five years of age at the time of the giving of notice, with not less than 2 years **continuous service**, are entitled to additional notice of one week.

4.6.1.3 Payment at the ordinary rate of pay, in lieu of the notice prescribed in 4.6.1.1 and/or 4.6.1.2 and/or 4.7.4, must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

4.6.1.4 In calculating any payment in lieu of notice, the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

4.6.1.5 The period of notice in this clause does not apply in the case of:

- (a) dismissal for conduct that at common law justifies instant dismissal;
- (b) casual employees;
- (c) employees engaged for a specific period of time; or
- (d) employees engaged for a specific task or tasks.

##### **4.6.2 Time off during notice period**

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day of time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee, after consultation with the employer.

##### **4.6.3 Statement of employment**

At the employee's request, the employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of, or the type of, work performed by the employee.

##### **4.6.4 Payment in lieu**

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as **service** with the employer for the purpose of computing any **service** related entitlement of the employee.

#### 4.6.5 Notice of termination by employee

In order to terminate employment an employee must give the employer the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than 1 year	At least 1 week
More than 1 year	At least 2 weeks

or forfeit the wages appropriate to the notice period.

### CLAUSE 4.7 REDUNDANCY

OPDATE 01:10:2019 on and from

#### 4.7.1 Definitions

**Redundancy** in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and **redundant** has a corresponding meaning.

**Small business** means an employer who employs fewer than 15 employees.

**Weeks pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### 4.7.2 Exclusions

4.7.2.1 This clause does not apply to employees with less than 1 year of **continuous service**. The general obligation of employers should be no more than to give such 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 such employees of suitable alternative employment.

4.7.2.2 This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

#### 4.7.3 Discussions before termination

4.7.3.1 Where an employer has made a firm decision that the employer no longer requires the job the employees have been doing done by anyone, and that decision may lead to termination of employment, the employer must have discussions, as soon as practicable, with the employees directly affected and with the **Union**. Discussions must include:

- (a) the reasons for the proposed terminations;
- (b) measures to avoid or minimise the terminations; and
- (c) measures to mitigate the adverse effects of any terminations on the employees concerned.

4.7.3.2 For the purpose of such discussion the employer must, as soon as practicable, provide in writing to the employees concerned and the **Union**, all relevant information about the proposed terminations, including:

- (a) the reasons for the proposed terminations;
- (b) the number and categories of employees likely to be affected;
- (c) the number of workers normally employed; and
- (d) the period over which the terminations are likely to be carried out.

No employer is required to disclose confidential information the disclosure of which, when looked at objectively, would be against the employer's interests.

#### 4.7.4 **Period of notice of termination on redundancy**

4.7.4.1 If the services of an employee are to be terminated due to **redundancy** such an employee must be given notice of termination as prescribed by clause 4.6.

4.7.4.2 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes, in the industry in relation to which the employer is engaged, must be given not less than 3 months notice of termination.

4.7.4.3 Should the employer fail to give notice of termination as required in 4.7.4.1 or 4.7.4.2 the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be **service** with the employer for the purpose of the *Long Service Leave Act 1987*.

#### 4.7.5 **Time off during notice period**

4.7.5.1 During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.

4.7.5.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.7.5.3 The time off during notice period entitlements under this clause 4.7.5 apply in lieu of the provisions of 4.6.2.

#### 4.7.6 **Notification to Centrelink**

Where a decision has been made to terminate the employment of an employee, or of employees, on account of **redundancy** the employer must notify Centrelink accordingly as soon as possible, giving relevant information including:

- (a) a written statement of the reason(s) for the termination(s);
- (b) the number and categories of the employees likely to be affected; and
- (c) the period over which the termination(s) are intended to be carried out.

#### 4.7.7 **Severance pay**

4.7.7.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in clause 4.6 and 4.7.4.

#### 4.7.7.2 Severance pay - employees of a small business

An employee of a **small business** as defined in 4.7.1 whose employment is terminated by reason of **redundancy** is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks pay</b> *
2 years and less than 3 years	6 <b>weeks pay</b>
3 years and less than 4 years	7 <b>weeks pay</b>
4 years and over	8 <b>weeks pay</b>

\* **Weeks pay** is defined in 4.7.1.

#### 4.7.7.3 Severance pay - other than employees of a small business

An employee, other than an employee of a **small business** as defined in 4.7.1, whose employment is terminated by reason of **redundancy**, is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks pay</b> *
2 years and less than 3 years	6 <b>weeks pay</b>
3 years and less than 4 years	7 <b>weeks pay</b>
4 years and less than 5 years	8 <b>weeks pay</b>
5 years and less than 6 years	10 <b>weeks pay</b>
6 years and less than 7 years	11 <b>weeks pay</b>
7 years and over	12 <b>weeks pay</b>

#### 4.7.7.4 Additional severance pay for employees aged over 45 years with 10 years or more continuous service

In addition to the severance pay in 4.7.7.3 an employee with not less than 10 years **continuous service**, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

\* **Weeks pay** is defined in 4.7.1.

4.7.7.5 Continuity of **service** will be calculated in the manner prescribed by clause 1.7.

4.7.7.6 The severance payment need not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.

4.7.7.7 An employer may apply to the **Tribunal** for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment, or part of it, is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme, and which are paid or payable to the employee on **redundancy** occurring.

#### 4.7.8 **Incapacity to pay**

The **Tribunal** may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

#### 4.7.9 **Alternative employment**

An employer may make application to the **Tribunal** to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

#### 4.7.10 **Written notice**

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) The date and time of the proposed termination of the employee's employment.
- (b) Details of the monetary entitlements of the employee upon the termination of the employee's employment, including the manner and method by which those entitlements have been calculated.
- (c) Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.
- (d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

#### 4.7.11 **Transfer to lower paid duties**

Where an employee whose job has become **redundant** accepts an offer of alternative work by the employer, the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

#### 4.7.12 **Employee leaving during notice**

An employee whose employment is terminated on account of **redundancy** may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice not worked.

#### 4.7.13 **Transmission of business**

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 4.8.2 or 4.8.3 are met.

#### 4.7.14 **Contrived arrangements**

Subject to an order of the **Tribunal**, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 4.7.7.3 or 4.7.7.4, then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 4.7.7.2.

**CLAUSE 4.8 TRANSMISSION**

OPDATE 01:10:2019 on and from

**4.8.1 Transmission of business**

This clause applies where a business, undertaking or establishment, or any part of it, has been **transmitted** from an employer (the **transmittor**) to another employer (the **transmittee**).

**Transmission** without limiting its ordinary meaning, includes transfer, conveyance, assignment or succession, whether by agreement or operation of law. **Transmitted** has a corresponding meaning.

**4.8.2 Acceptance of employment with transmittee**

Subject to further order of the **Tribunal**, where a person who at the time of the **transmission** was an employee of the **transmittor** in that business, undertaking, establishment, or part of it, becomes an employee of the **transmittee**:

4.8.2.1 The period of service that the employee has had with the **transmittor** or any prior **transmittor** will be deemed to be service of the employee with the **transmittee** for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments; and

4.8.2.2 The provisions of clause 4.7 do not apply in respect of the termination of the employee's employment with the **transmittor**.

**4.8.3 Offer of employment with the transmittee**

An employee is not entitled to benefits under clause 4.7 in respect of termination of employment resulting from **transmission** of the business, undertaking, establishment or part of it if:

4.8.3.1 The employee is offered employment by the **transmittee**;

4.8.3.2 The offer is made before the **transmission** of the business, undertaking, establishment or part of it;

4.8.3.3 The terms and conditions of the new employment offered:

(a) are not substantially different from those applying to the employment with the **transmittor**; or

(b) are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and

4.8.3.4 The employee unreasonably refuses to accept the offer.

**CLAUSE 4.9 SERVICE PROVISIONS (TERMINATION CHANGE AND REDUNDANCY)**

OPDATE 23:03:2006 on and from

4.9.1 For the purposes of clauses 4.6 and 4.7, **service** means **continuous service**.

4.9.2 Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of section 50 of the *Corporations Act 2001*, the service of the employee with each such corporation must be included in the calculation of the employee's **continuous service** for the purpose of determining the employee's entitlements pursuant to clauses 4.6 and 4.7.

**CLAUSE 4.10 CONTRACT WORK**

OPDATE 23:03:2006 on and from

The provisions relating to contract work are set out in Schedule 3 to this Award

**CLAUSE 4.11 OUTWORKERS**

OPDATE 23:03:2006 on and from

The provisions relating to outworkers are set out in Schedule 4 to this Award.

**CLAUSE 4.12 REGISTRATION OF EMPLOYERS**

OPDATE 23:03:2006 on and from

The provisions relating to registration of employers are set out in Schedule 5 to this Award.

## PART 5 – WAGES AND RELATED MATTERS

### CLAUSE 5.1 WAGES

OPDATE 23:03:2006 on and from

The minimum weekly rate of wage payable to adult employees, apprentices and juniors are contained in Schedule 1 - Wages.

### CLAUSE 5.2 PAYMENT UNDER AN INCENTIVE SYSTEM

OPDATE 23:03:2006 on and from

#### 5.2.1 Definitions

- 5.2.1.1 **Incentive system** shall include piece work, all production incentives and payment by result systems.
- 5.2.1.2 **Time work employee** shall mean an employee who is remunerated based on the payment of the weekly or hourly ordinary rate of pay for the employee's classification as provided in Schedule 1.
- 5.2.2 An employer may establish and utilise an **incentive system** providing such system permits an employee of average capacity to earn at least 10 per cent more than a **time work employee** in the same classification.
- 5.2.3 An employee working under an **incentive system** will not receive less than a **time work employee** in the same the same classification.
- 5.2.4 An employee working under an **incentive system** will receive paid leave provided by this Award and entitlements under clauses 4.6 and 4.7 at the rate applying to a **time work employee** in the same classification.
- 5.2.5 An employee working under an **incentive system** will receive overtime payments and penalties for Sundays and public holidays in accordance with clauses 5.3 and 5.4 in addition to the rates received under the **incentive system** for the time so worked.
- 5.2.6 An employee may be engaged for part of a week under an **incentive system** and part of a week as a **time work employee** and will be paid accordingly.

### CLAUSE 5.3 PAYMENT FOR WORK DONE ON PUBLIC HOLIDAYS

OPDATE 23:03:2006 on and from

- 5.3.1 An employee, other than a casual employee, who works on any public holiday provided for in clause 7.8 will for all time worked on that day, be paid at the rate of time and a half of the ordinary rate in addition to the ordinary rate for that day.
- 5.3.2 Any employee working under an **incentive system** on any public holiday provided for in clause 7.8 will, for all time worked on that day, be paid the ordinary earnings under such **incentive system** together with an amount calculated at time and half of the ordinary rate received by **time work employees** doing the same class of work.
- 5.3.3 Employees will receive a minimum payment of four hours for work performed on public holidays.

### CLAUSE 5.4 PAYMENT FOR WORK DONE ON SUNDAYS

OPDATE 23:03:2006 on and from

An employee who works on a Sunday will for be paid at the rate of double ordinary rates for the time so worked.

## CLAUSE 5.5 SUPERANNUATION

OPDATE 23:03:2006 on and from

### 5.5.1 Definitions

5.5.1.1 **Fund** will mean:

- (a) The Australian Retirement Fund established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto, or
- (b) Such other superannuation fund which complies with the requirements of the legislation as prescribed in clause 5.5.2.

5.5.1.2 **Ordinary time earnings** will mean the earnings of the employee including wages and/or payments under an **incentive system** and/or shift penalties, but will exclude overtime payments.

### 5.5.2 Superannuation legislation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, collectively known as the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

### 5.5.3 Employer contributions

An employer will make contributions into the **fund** for an employee in accordance with the legislative requirements in clause 5.5.2. These contributions will be based on the employee's **ordinary time earnings** as defined in 5.5.1.2.

### 5.5.4 Employee contributions

5.5.4.1 Employees who wish to make contributions to the **fund** in addition to the employer contribution provided in 5.5.3, are entitled to have amounts specified by the employee deducted from the employee's wages and paid into the **fund** providing the employee so authorises the employer to make such deductions.

5.5.4.2 Additional employee contributions to the **fund** requested under this clause are subject to the following conditions:

- (a) The amount of the contribution will be expressed in whole dollars.
- (b) Employees shall have the right to adjust the level of their contributions on the first of July each year provided that by agreement with the employer, employees may vary their contribution in extenuating circumstances at other times.

### **CLAUSE 5.6 SAFETY NET ADJUSTMENTS**

OPDATE 01:07:2020 1<sup>st</sup> pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2020 State Wage Case* and Minimum Standard for Remuneration. This safety net 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 above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2020 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

The rates of pay in this award do not include adjustments payable under the following decisions:

- 2015 State Wage Case and Minimum Standard for Remuneration [2015] SAIRComm 7 (2.5%).
- 2016 State Wage Case and Minimum Standard for Remuneration [2016] SAIRComm 4 (2.4%).
- 2017 State Wage Case and Minimum Standard for Remuneration [2017] SAET 66 (3.3%).

### **CLAUSE 5.7 ECONOMIC INCAPACITY APPLICATIONS**

OPDATE 01:07:2020 1<sup>st</sup> pp on or after

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2020 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

## **PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK AND PUBLIC HOLIDAY WORK**

### **CLAUSE 6.1 HOURS OF WORK**

OPDATE 23:03:2006 on and from

#### **6.1.1 Ordinary hours of work**

The ordinary hours of work must not exceed an average of thirty eight hours per week.

#### **6.1.2 Spread of hours**

6.1.2.1 Ordinary hours of work must be worked between 6.00 am and 6.00 pm, Monday to Friday inclusive for up to eight hours per day.

6.1.2.2 An employer must:

- (a) Notify an employee of the start and finishing times of work each day with respect to the ordinary hours of work;
- (b) Give an employee one week's notice of any change in the starting and finishing times of ordinary hours of work, except in the case of an emergency; and
- (c) Clearly display the ordinary working hours in an obvious place in each workplace.

#### **6.1.3 Alteration to ordinary working hours**

6.1.3.1 Starting and finishing times and the number of hours in a day that may be worked without the payment of overtime may be changed by agreement between the employer and an individual employee.

#### **6.1.4 Arrangements of working hours**

6.1.4.1 Where an employer and the majority of employees agree, the hours of work (subject to the daily limitations specified in 6.1.3) may be worked in accordance with any one of the following methods.

- (a) Working shorter hours on one or more days of each week.
- (b) Fixing a day on which all employees will be off during a particular work cycle.
- (c) Roster employees off on various days of the week during a particular work cycle.

6.1.4.2 An employer must give an employee who is entitled to a rostered day or days off in accordance with 6.1.4.1(b) and (c) at least four weeks in advance of the weekday the employee is to take off.

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

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

- (a) in one or two continuous periods within one month of accrual; or
- (b) at some other time by agreement between the employer and an individual employee.

6.1.4.5 The starting and finishing times, daily working hours and weekly working hours under an arrangement must be regarded as the ordinary hours of work and work performed outside or in excess of these hours must be paid under Clause 6.2 Overtime.

6.1.4.6 An employer and a majority of employees may agree to vary the arrangement of working hours.

6.1.4.7 Substitution of rostered day off

In the case of a breakdown of machinery, or failure or shortage of electric power, or requirements of the business in the event of rush orders, or some other emergency situation, an employer may:

- (a) by agreement with the majority of employees concerned, substitute the rostered day off agreed to for another day.
- (b) by agreement with the majority of employees concerned substitute the rostered day off agreed to, for another day
- (c) an individual employee may with the agreement of his/her employer substitute the day he or she is to take off, for another day.

6.1.5 **Shift work**

6.1.5.1 **Afternoon shift** shall mean a shift finishing after 6.00 pm but no later than midnight.

6.1.5.2 An employee when working on **afternoon shift** shall be paid as follows:

- (a) when on **time work**, at his or her ordinary rate plus an additional amount of 15%
- (b) when paid under an **incentive system**, his or her earnings under such system plus an additional amount of 15%.

6.1.5.3 Subject to clause 6.1.4, any time worked by a shift worker in excess of eight hours in any day or 38 hours in any one week, shall be paid for at the penalty rates prescribed in Clause 6.2 Overtime.

6.1.5.4 A twenty minute paid rest break shall be allowed to workers on **afternoon shift** where the shift exceeds 5 hours. Such break will be counted as time worked and will be arranged at a convenient time as near as practicable to the middle of the shift.

6.1.5.5 Workers on **afternoon shift** will not receive the shift penalty prescribed in 6.1.5.2 in respect of payment for personal leave, public holidays or annual leave.

6.1.6 **Saturday penalty – retail stores**

6.1.6.1 All weekly or part time employees engaged in retail stores who are employed on a five and a half day per week basis will be paid such additional rates for work performed on Saturday as are prescribed in the Retail Industry (South Australia) Award.

6.1.6.2 Where an employee completes his or her hours of employment by Friday of each week, any work performed on a Saturday will be paid at overtime rates.

**CLAUSE 6.2 OVERTIME**

OPDATE 06:12:2010 1<sup>st</sup> pp on or after (cl. 6.2.7.1)

6.2.1 All time worked by an employee in excess of an average of 38 hours per week or outside the span of hours prescribed in Clause 6.1 or, in the case of a part-time employee as prescribed in clause 4.3.2, will be paid as overtime.

**6.2.2 Requirement to work reasonable overtime**

An employer may require an employee to work reasonable overtime at overtime rates. The employees will work overtime in accordance with such a requirement.

6.2.3 An employer must not require an employee under the age of 16 years to work overtime after 6.00 pm.

**6.2.4 Payment for working overtime**

6.2.4.1 An employer must pay an employee overtime at the rate of time and a half for the first three hours and double time thereafter based on the award rate for the work performed by the employee, regardless of whether the employee is engaged on **time work** or under an **incentive system**.

6.2.4.2 For the purpose of calculating overtime each day must stand alone.

6.2.4.3 Overtime worked on any day of the week will be paid for on a daily basis.

**6.2.5 Meal breaks on overtime**

6.2.5.1 An employee required to work in excess of one and a half hour's overtime will be allowed a meal break of at least 30 minutes.

6.2.5.2 An employee will not be entitled to the meal break in 6.2.5.1 if the overtime is worked on a day where there is an early finishing time except where a total of five and a half hours is worked (inclusive of overtime) following the meal break provided in clause 6.3.

**6.2.6 Rest breaks**

6.2.6.1 An employee who is not entitled to a meal break under 6.2.5 and who works more than one hour's overtime prior to or after an eight hour shift, is entitled to a ten minute paid rest break paid at the appropriate overtime rate.

**6.2.7 Meal allowance**

6.2.7.1 Where an employee is required by an employer to work overtime Monday to Friday inclusive for more than one hour after the usual finishing time or after 6.00 pm, whichever is the later, the employer must pay the employee a meal allowance of \$8.60.

6.2.7.2 The allowance prescribed in 6.2.7.1 does not apply if the employer provides an adequate evening meal.

6.2.7.3 If notice of overtime is given and is not worked (except as a result of a breakdown in machinery or plant) the meal allowance prescribed in 6.2.7.1 must be paid to the employee.

6.2.7.4 An employee who works under an arrangement in accordance with 6.1 which provides for that employee to cease ordinary hours of work early on Friday, will not be entitled to receive a meal allowance or to be supplied with an adequate meal pursuant to this clause in respect of any period of overtime in excess of one hour carried out on that Friday where such overtime is completed before 6.00 pm on that day.

**CLAUSE 6.3 MEAL BREAKS**

OPDATE 23:03:2006 on and from

- 6.3.1 An employer must provide an employee with a meal break of between thirty minutes and one hour between the hours of 11.30 am and 2.00 pm.
- 6.3.2 An employer must not permit any work to be performed by the employee during an employee's meal break, unless in exceptional circumstances.

**CLAUSE 6.4 MIXED FUNCTIONS**

OPDATE 23:03:2006 on and from

- 6.4.1 The following conditions will apply to an employee engaged on ***time work*** who is employed for various periods on duties carrying a higher rate than his or her ordinary classification:
- 6.4.1.1 For two hours or less of one day, payment shall be at the higher rate for the time so worked;
- 6.4.1.2 For more than two hours of one day, payment shall be at the higher rate for such day;
- 6.4.1.3 For more than two days of a week, payment shall be at the higher rate for the full week.
- 6.4.2 Where an employee engaged on ***time work*** is employed on higher tasks than he or she is normally employed, the employer shall keep an accurate record of the time worked by such an employee on each class of work. In the absence of an accurate record, the employee shall be entitled to the higher rate of pay for the whole of the week.

**CLAUSE 6.5 REST PERIODS**

OPDATE 23:03:2006 on and from

- 6.5.1 Subject to 6.5.2, employees are entitled to two daily rest periods each of 10 minutes without loss of pay, to be taken between the hours of 9.30 a.m. and 11.00 a.m. and 2.30 p.m. and 4.00 p.m. at the discretion of the employer. During such rest period the employees may not leave the premises.
- 6.5.2 In respect to employees of Bedford Industries Rehabilitation Association Incorporated and Phoenix Society Incorporated, one 10 minute rest period shall be taken daily between the hours of 9.30 a.m. and 11.00 a.m. During such rest period employees may not leave the premises.

## PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### CLAUSE 7.1 ANNUAL LEAVE

OPDATE 23:03:2006 on and from

#### 7.1.1 Entitlement to annual leave

7.1.1.1 An employee (other than a casual employee) is entitled to 4 weeks annual leave for each completed year of **continuous service**.

7.1.1.2 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### 7.1.2 Annual leave exclusive of public holidays

The annual leave prescribed by this clause is exclusive of the public holidays named in this Award that fall on a Monday to Friday inclusive. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

#### 7.1.3 Accrual of annual leave entitlement

7.1.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of **continuous service**:

7.1.3.1(a) *Full-time employees:* 152 hours per annum.

7.1.3.1(b) *Part-time employees:*  $\frac{152}{38} \times \text{average weekly ordinary hours over previous 12 months} = \text{hours per annum.}$

7.1.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full-time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro rata basis.

#### 7.1.4 Time of taking annual leave

7.1.4.1 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 7.5.

7.1.4.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

7.1.4.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

7.1.4.4 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

### 7.1.5 **Payment for annual leave**

7.1.5.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.

7.1.5.2 Upon termination of employment, an employee must be paid for leave accrued in accordance with 7.1.3.2, which has not been taken.

### 7.1.6 **Annual leave loading**

7.1.6.1 An employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in 7.1.5 at the time that payment is made.

7.1.6.2 Where an employee would have received shift loadings had the employee not been going on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings are to be substituted for the 17.5% loading prescribed in 7.1.6.1.

7.1.6.3 Annual leave loading payment is payable on leave accrued in accordance with 7.1.3.2.

### 7.1.7 **Shut down**

7.1.7.1 Where an employer requires the business operation, or part of it, to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 months before the period of annual leave is to begin.

7.1.7.2 No more than two shut downs can occur in one calendar year.

7.1.7.3 Where:

(a) an employee is unable to attend work because of a shut down; and

(b) that employee has not accrued a full year of entitlement to annual leave,

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 7.1.3.2.

7.1.7.4 Where an employee is required to take leave in accordance with 7.1.7.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the shut down for any time in excess of the employee's leave credit.

7.1.7.5 All time that the employee is stood off without pay for the purposes of 7.1.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

### 7.1.8 **Provisions relating to employees paid under an incentive system**

Payment for annual leave, in the case of an employee under any system of **payment by results**, will be at the time rate, provided that:

7.1.8.1 For each week or part thereof of annual leave to which the employee is entitled he/she will receive an additional payment based on the average weekly incentive payment earned in excess of the appropriate Award wage for the classification concerned. The average will be calculated on a 40-week qualifying period and be applied to ordinary hours only in respect of any incentive scheme based on production during the **qualifying period of employment** in each year.

7.1.8.2 The **qualifying period of employment** will mean:

- (a) In the case of an employee taking annual leave at Christmas, the period of 40 consecutive weeks commencing with the first pay period in February. If annual leave is taken in two or three periods the same average additional payment for the first period will also apply to the second and/or third period.
- (b) In the case of an employee taking annual leave at any other time, the first 40 consecutive weeks in the 12 months immediately preceding the date of the taking of annual leave.
- (c) Where an employee is not employed during the whole of the **qualifying period of employment**, the additional payment will be calculated on the period of employment falling within the said 40 consecutive weeks.

7.1.8.3 In the case of an employee absent on long service leave during any **qualifying period of employment** both the period of such leave and the payment in respect thereof will be excluded from the calculation of average incentive payment earned.

7.1.8.4 Payment of any bonus or incentive in respect of "unrated work" will be regarded as payment in respect of an incentive scheme for the purpose of clause 7.1.8.1.

7.1.8.5 In calculating the average incentive payments earned, all amounts paid in respect of overtime, shift work or penalty rates will be excluded.

7.1.8.6 The additional payment specified in clause 7.1.8.1 will not apply to employees receiving pro rata payment in lieu of annual leave on termination of employment with less than 12 months service in any 12-monthly qualifying period for annual leave, except

- (a) in the case where an employee with a total of more than six months continuous service with an employer is terminated by that employer, other than for misconduct, or
- (b) where an employee terminates during the year on account of personal illness, substantiated by a medical certificate, or
- (c) where an employee terminates on the day that the factory closes down for annual leave.

Where an employee has accrued a full entitlement to annual leave after a **qualifying period of employment** and the employment ceases for any reason before the whole or any part of such leave entitlement has been taken, the additional payment referred to in clause 7.1.8.1, will apply in respect to that full entitlement or any remaining portion thereof.

#### 7.1.9 Provisions relating to outdoor workers

An outdoor worker, subject to the qualifying period of one months continuous service, will be paid on termination of employment or when taking annual leave as prescribed by this Award an amount equal to 1/12th of the employee's total earnings for that period of employment, in respect of which leave has not already been granted.

When taking annual leave there will be added to the aforementioned amount a loading of 17 1/2 per cent. Provided, however, that the monetary amount of such loading will not exceed the amount which an ordinary weekly employee in the same classification would receive by way of an annual leave loading in respect of the same period of employment.

## **CLAUSE 7.2 PERSONAL LEAVE – INJURY AND SICKNESS**

OPDATE 23:03:2006 on and from

### **7.2.1 Entitlement to personal leave**

An employee (other than a casual employee) who has a personal leave credit:

- 7.2.1.1 Is entitled to take personal leave if the employee is too sick to work; or
- 7.2.1.2 Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

### **7.2.2 Accrual of personal leave entitlement**

7.2.2.1 An employee's entitlement to personal leave accrues as follows:

- 7.2.2.1(a) For the first year of **continuous service** - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours.
- 7.2.2.1(b) For each later year of **continuous service**, at the beginning of each year:
  - (i) a full-time employee accrues 76 hours.
  - (ii) a part-time employee accrues pro rata hours in accordance with the following formula:

$$\frac{76}{38} \times \begin{array}{l} \text{average weekly ordinary hours} \\ \text{over the previous 12 months.} \end{array}$$

7.2.2.2 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

### **7.2.3 Conditions for payment of personal leave**

7.2.3.1 The employee is not entitled to payment for personal leave unless:

- 7.2.3.1(a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
- 7.2.3.1(b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

7.2.3.2 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

## **CLAUSE 7.3 BEREAVEMENT LEAVE**

OPDATE 23:03:2006 on and from

### **7.3.1 Entitlement to leave**

An employee (other than a casual employee), on the death of a:

- **spouse**;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

### 7.3.2 Unpaid entitlement to leave

An employee may take unpaid bereavement leave by agreement with the employer.

### 7.3.3 Effect of other leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

## CLAUSE 7.4 PARENTAL LEAVE

OPDATE 23:03:2006 on and from

### 7.4.1 Definitions

In this clause, unless the contrary intention appears:

- 7.4.1.1 **Adoption** includes the placement of a **child** with a person in anticipation of, or for the purposes of, adoption.
- 7.4.1.2 **Adoption leave** means adoption leave provided under 7.4.3.4.
- 7.4.1.3 **Child** means a child of the employee or the employee's **spouse** under the age of one year; or
- means a **child** under the age of school age who is placed with an employee for the purposes of **adoption**, other than a **child** or step-**child** of the employee, or of the **spouse** of the employee, who has previously lived with the employee for a continuous period of at least six months.
- 7.4.1.4 **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:
- (a) on a regular and systematic basis for several periods of employment; or
- (b) on a regular and systematic basis for an ongoing period of employment,
- and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.
- 7.4.1.5 **Extended adoption leave** means **adoption leave** provided under 7.4.3.4(b).
- 7.4.1.6 **Extended paternity leave** means **paternity leave** provided under 7.4.3.3(b).
- 7.4.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 7.4.1.8 **Maternity leave** means maternity leave provided under 7.4.3.2.
- 7.4.1.9 **Medical certificate** means a certificate as prescribed in 7.4.5.1.

- 7.4.1.10 **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 7.4.1.11 **Paternity leave** means paternity leave provided under 7.4.3.3.
- 7.4.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 7.4.1.13 **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 7.4.1.14 **Short adoption leave** means **adoption leave** provided under 7.4.3.4(a).
- 7.4.1.15 **Special adoption leave** means **adoption leave** provided under 7.4.10.
- 7.4.1.16 **Special maternity leave** means **maternity leave** provided under 7.4.9.1.
- 7.4.1.17 **Spouse** includes a defacto spouse or a former spouse.
- 7.4.2 **Employer's responsibility to inform**
- 7.4.2.1 On becoming aware that:
- (a) an employee is pregnant; or
  - (b) an employee's **spouse** is pregnant; or
  - (c) an employee is adopting a **child**,
- an employer must inform the employee of:
- (i) the employee's entitlements under this clause; and
  - (ii) the employee's responsibility to provide various notices under this clause.
- 7.4.3 **Eligibility for and entitlement to parental leave**
- 7.4.3.1 Subject to the qualifications in 7.4.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.
- 7.4.3.1(a) For the purposes of this clause **continuous service** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).
- 7.4.3.1(b) An employer must not fail to re-engage a casual employee because:
- (i) the employee or the employee's **spouse** is pregnant; or
  - (ii) the employee is or has been immediately absent on **parental leave**.
- 7.4.3.1(c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- 7.4.3.2 An employee who becomes pregnant is, on production of the required **medical certificate**, entitled to up to 52 weeks of **maternity leave**.

- 7.4.3.3 A male employee is, on production of the required **medical certificate**, entitled to one or two periods of **paternity leave**, the total of which must not exceed 52 weeks, as follows:
- 7.4.3.3(a) An unbroken period of up to one week at the time of the birth of the **child**.
  - 7.4.3.3(b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).
- 7.4.3.4 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows:
- 7.4.3.4(a) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**).
  - 7.4.3.4(b) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended adoption leave**).
- 7.4.4 **Qualifications on entitlements and eligibility**
- 7.4.4.1 An employee engaged upon casual or seasonal work is not entitled to **parental leave**.
- 7.4.4.2 An entitlement to **parental leave** is subject to the employee having at least 12 months of **continuous service** with the employer immediately preceding:
- (a) in the case of **maternity leave**, the expected date of birth; or otherwise
  - (b) the date on which the leave is due to commence.
- 7.4.4.3 The entitlement to **parental leave** is reduced:
- 7.4.4.3(a) In the case of **maternity leave**, by any period of **extended paternity leave** taken by the employee's **spouse** and/or by any period of **special maternity leave** taken by the employee.
  - 7.4.4.3(b) In the case of **extended paternity leave**, by any period of **maternity leave** taken by the employee's **spouse**.
  - 7.4.4.3(c) In the case of **extended adoption leave**, by any period of **extended adoption leave** taken by the employee's **spouse**.
- 7.4.5 **Certification required**
- 7.4.5.1 An employee must, when applying for **maternity leave** or **paternity leave**, provide the employer with a **medical certificate** that:
- (a) names the employee or the employee's **spouse**, as appropriate;
  - (b) states that the employee or the employee's **spouse** is pregnant; and
  - (c) states:
    - (i) the expected date of birth;
    - (ii) the expected date of termination of pregnancy; or
    - (iii) the date on which the birth took place,whichever is appropriate.

7.4.5.2 At the request of the employer, an employee must, in respect of the conferral of **parental leave**, produce to the employer within a reasonable time a statutory declaration which states:

7.4.5.2(a) *Parental leave*

- (i) The particulars of any period of **parental leave** sought or taken by the employee's **spouse**, and where appropriate;
- (ii) That the employee is seeking the leave to become the **primary care-giver** of a **child**.

7.4.5.2(b) *Adoption leave*

- (i) In the case of **adoption leave**, a statement from a **Government authority** giving details of the date, or presumed date, of **adoption**; and
- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

7.4.6 **Notice requirements**

7.4.6.1 Maternity leave

7.4.6.1(a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the **child**, give notice in writing to her employer stating the expected date of birth; and
- (ii) Give not less than four weeks notice in writing to her employer of the date of which she proposes to commence **maternity leave** stating the period of leave to be taken; and
- (iii) Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.4.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence **maternity leave** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

7.4.6.2 Paternity leave

An employee must:

7.4.6.2(a) Not less than 10 weeks prior to each proposed period of **paternity leave**, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of **paternity leave**.

7.4.6.2(b) Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

#### 7.4.6.3 Adoption leave

An employee must:

- 7.4.6.3(a) On receiving notice of approval for **adoption** purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of **adoption leave** the employee proposes to take.
- 7.4.6.3(b) In the case of a **relative adoption**, so notify the employer on deciding to take a **child** into custody pending an application for **adoption**.
- 7.4.6.3(c) As soon as the employee is aware of the expected date of placement of a **child** for **adoption** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of **short adoption leave** to be taken.
- 7.4.6.3(d) At least 10 weeks before the proposed date of commencing any **extended adoption leave**, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

#### 7.4.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the **child**; or
- (c) the death of the employee's **spouse**; or
- (d) the requirement that the employee accept earlier or later placement of the **child**,

so long as, where a living **child** is born, the notice is given not later than two weeks after the birth.

#### 7.4.7 **Taking of parental leave**

- 7.4.7.1 No employee may take **parental leave** concurrently with such leave taken by the employee's **spouse**, apart from **paternity leave** of up to one week at the time of the birth of the **child** or **adoption leave** of up to 3 weeks at the time of the placement of the **child**.
- 7.4.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.
- 7.4.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on **parental leave**.
- 7.4.7.4 A period of **maternity leave** must be taken as one continuous period and must include, immediately following the birth of the **child**, a period of 6 weeks of compulsory leave.
- 7.4.7.5 Subject to 7.4.4 and unless agreed otherwise between the employer and employee, an employee may commence **parental leave** at any time within six weeks immediately prior to the expected date of birth.

- 7.4.7.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the **child**, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 7.4.7.7 Where leave is granted under 7.4.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 7.4.7.8 **Maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.
- 7.4.7.9 **Adoption leave** cannot extend beyond the **child's** fifth birthday.
- 7.4.7.10 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.
- 7.4.7.11 Notwithstanding the provisions of this clause, employees eligible for **parental leave** have the right to request **parental leave** as consistent with 7.4.15.
- 7.4.8 **Variation and cancellation of parental leave**
- 7.4.8.1 Without extending an entitlement beyond the limit set by 7.4.3, **parental leave** may be varied as follows:
- 7.4.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
- 7.4.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- 7.4.8.2 **Parental leave**, if applied for but not commenced, is cancelled:
- (a) should the pregnancy terminate other than by the birth of a living **child**; or
- (b) should the placement of a **child** proposed for **adoption** not proceed.
- 7.4.8.3 If, after the commencement of any **parental leave**:
- (a) the pregnancy is terminated other than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases; and
- (b) the employee gives the employer notice in writing stating that the employee desires to resume work,
- the employer must allow the employee to resume work within four weeks of receipt of the notice.
- 7.4.8.4 **Parental leave** may be cancelled by agreement between the employer and the employee.
- 7.4.9 **Special maternity leave and personal leave**
- 7.4.9.1 If:
- (a) an employee not then on **maternity leave** suffers illness related to her pregnancy she is entitled to take leave under 7.2; or

- (b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**,

she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** must not exceed the period to which the employee is entitled under 7.4.3.2 and she is entitled to take unpaid **special maternity leave** for such periods as a registered medical practitioner certifies as necessary.

- 7.4.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, **special maternity leave**.

- 7.4.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

- 7.4.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

#### 7.4.10 **Special adoption leave**

- 7.4.10.1 An employee who has received approval to **adopt** a **child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

- 7.4.10.2 An employee who is seeking to **adopt** a **child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.

- 7.4.10.3 The leave under this clause 7.4.10 is to be known as **special adoption leave** and does not affect any entitlement under 7.4.3.

- 7.4.10.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.

- 7.4.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of **special adoption leave**.

#### 7.4.11 **Transfer to a safe job - maternity leave**

- 7.4.11.1 If, in the opinion of a legally qualified medical practitioner:

(a) illness or risks arising out of the pregnancy; or

(b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of **maternity leave**.

- 7.4.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

- 7.4.11.3 Leave under this clause 7.4.11 will be treated as **maternity leave**.

#### 7.4.12 **Part-time work**

An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

- 7.4.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- 7.4.12.2 Where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

#### 7.4.13 **Communication during parental leave**

- 7.4.13.1 Where an employee is on **parental leave** and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**.
- 7.4.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of **parental leave** to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 7.4.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 7.4.13.1.

#### 7.4.14 **Return to work after parental leave**

- 7.4.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of **parental leave**.
- 7.4.14.2 On returning to work after **parental leave** an employee is entitled:
  - (a) to the position which the employee held immediately before commencing **parental leave**; or
  - (b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.
- 7.4.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.
- 7.4.14.4 An **eligible casual employee** who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on **parental leave**.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 7.4.15 Right to request

7.4.15.1 An employee entitled to **parental leave** pursuant to clause 7.4.3, may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.3(a) and 7.4.3.4(a) up to a maximum of eight weeks;
- (b) to extend the period of unpaid **parental leave** provided for in 7.4.3.2 by a further continuous period of leave not exceeding 12 months;
- (c) to return to work from a period of **parental leave** on a part-time basis until the **child** reaches school age,

to assist the employee in reconciling work and parental responsibilities.

7.4.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.4.15.3 The employee's request and the employer's decision made under 7.4.15.1(b) and (c) must be recorded in writing.

7.4.15.4 Where an employee wishes to make a request under 7.4.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from **parental leave**.

#### 7.4.16 Termination of employment

7.4.16.1 An employee on **parental leave** may terminate their employment at any time during the period of leave by giving the required notice.

7.4.16.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on **parental leave**. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

#### 7.4.17 Replacement employees

7.4.17.1 A **replacement employee** is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on **parental leave**.

7.4.17.2 Before an employer engages a **replacement employee** the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

**CLAUSE 7.5 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER**

OPDATE 23:03:2006 on and from

**7.5.1 Definitions**

7.5.1.1 **Personal leave to care for a family member** means leave provided in accordance with this clause.

7.5.1.2 **Family** - the following are to be regarded as members of a person's family:

- (a) a **spouse**;
- (b) a child or step child;
- (c) a parent or parent in-law;
- (d) any other member of the person's household;
- (e) a grandparent or grandchild;
- (f) any other person who is dependent on the person's care.

7.5.1.3 **Personal leave** means leave provided for in accordance with clause 7.2.

**7.5.2 Paid personal leave to care for a family member**

7.5.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's **family** who need the employee's care and support:

- (a) due to personal injury; or
- (b) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to up to 10 days or 76 hours in any completed year of **continuous service** (pro rata for part-time employees) to provide care and support for such persons when they are ill.

7.5.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued **personal leave** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

7.5.2.3 The entitlement to use **personal leave to care for a family member** is subject to the employee being responsible for the care of the person concerned.

7.5.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

7.5.2.5 In normal circumstances an employee must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.

7.5.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

7.5.2.7 The amount of **personal leave to care for a family member** taken is to be deducted from the amount of the employees **personal leave** credit.

### 7.5.3 Unpaid personal leave to care for a family member

- 7.5.3.1 Where an employee has exhausted all paid **personal leave** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a **family** member who is ill or who requires care due to an unexpected emergency.
- 7.5.3.2 The employer and the employee shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.
- 7.5.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

### 7.5.4 Single day absences

Single day absences may be taken for **personal leave to care for a family member** as provided for in Clause 7.1.4 Time of Taking Annual Leave.

### 7.5.5 Casual employees caring responsibilities

- 7.5.5.1 Casual employees are not entitled to **personal leave to care for a family member** or bereavement leave but subject to the notice and evidentiary requirements in 7.5 and 7.3, casuals are entitled to not be available to attend work, or to leave work:
- (a) to care for a member of their **family** who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (b) upon the death of a **family** member.
- 7.5.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.5.5.1 is:
- (a) the period agreed upon between the employer and the employee; or
  - (b) up to 48 hours (or 2 days) per occasion.
- 7.5.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- 7.5.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 7.5.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

## CLAUSE 7.6 BLOOD DONORS

OPDATE 23:03:2006 on and from

- 7.6.1 A weekly paid employee who is absent during ordinary working hours for attending a recognised clinic for the purpose of donating blood will not suffer any deduction of ordinary pay, up to a maximum of two hours on each occasion and subject to a maximum of four separate absences each calendar year. Provided that such employee will arrange, as far as practicable, for his or her absence to be as close as possible to the beginning or the end of his or her ordinary working hours.

- 7.6.2 Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance will first be furnished to the satisfaction of the employer. The employee will notify his or her employer as soon as possible of the time and date when the employee will be absent for the purpose of donating blood.

#### **CLAUSE 7.7 TRADE UNION TRAINING LEAVE**

OPDATE 23:03:2006 on and from

- 7.7.1 Subject to clause 7.7.2, a **Union** delegate or elected work place representative will, upon application in writing, be granted up to five 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 within the clothing industry.
- 7.7.2 Employers may approve leave in accordance with the clause subject to the following limitations:
- 7.7.2.1 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 within any 12 month period.
- 7.7.2.2 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 within any 12 month period.
- 7.7.2.3 Where the employer employs 150 or more employees, 15 **union** delegates or elected work place representatives may be granted 5 days' leave per annum within any 12 month period.
- 7.7.3 The numbers contained in clause 7.7.2 may be varied by mutual agreement between the **union** and an employer.
- 7.7.4 The granting of such leave is 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.
- 7.7.5 Leave of absence granted pursuant to this clause shall count as service for all purposes.
- 7.7.6 Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings which normally become due and payable during the period of the leave.
- 7.7.7 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course during leave approved pursuant to this clause shall be the responsibility of the employee or the **Union** unless otherwise agreed between the employer, the **Union** and the employee concerned.
- 7.7.8 The **Union** will notify the employer as soon as practicable after learning that an employee granted leave pursuant to the clause has failed to attend the nominated course. No payment is to be made by the employer in respect of leave for the employee concerned pursuant to this clause.
- 7.7.9 In the event that a scheduled rostered day off resulting from a work arrangement established in accordance with clause 6.1 falls within a period of leave approved pursuant to this clause, no alternative day off shall be substituted in lieu.
- 7.7.10 Employees granted leave pursuant to this clause shall inform their respondent employer after the completion of the course of the nature of the course and their observations on it.

**CLAUSE 7.8 PUBLIC HOLIDAYS**

OPDATE 23:03:2006 on and from

- 7.8.1 All employees other than casual employees shall be granted the following holidays without deduction of pay:- New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Adelaide Cup Day, Queen's Birthday, Christmas Day and Proclamation Day and any other day which by Act of Parliament or Proclamation may be created a public holiday or may be substituted for any such holiday.
- 7.8.2 **Substitute day**
- 7.8.2.1 An employer and a majority of employees may agree to substitute another day for any day set out in 7.8.1.
- 7.8.2.2 An employer and an individual employee may agree to substitute another day for any day set out in 7.8.1 for reasons related to the employee's religious beliefs.
- 7.8.3 Employees working under an **incentive system** shall, except as hereinafter provided, be paid for public holidays at the ordinary rate payable to employees on **time work** doing the same class of work.
- 7.8.4 Where an employer terminates the employment of an employee, and:
- (a) such termination occurs within 14 days of the day on which a public holiday occurs;
  - (b) such employee is re-engaged within a period of three months after such holiday or holidays; and
  - (c) such employee has been employed by the employer for a period of at least one week prior to the termination of employment,
- the employee shall be paid for such holiday or holidays prescribed by this Award.
- 7.8.5 Notwithstanding anything provided in the preceding provisions of this clause, if the employment of an employee is terminated by the employer (through no fault of the employee) on or after the last working day of the last pay period in November each year, or within 14 working days prior to Good Friday, such employee shall be paid for the public holidays occurring during the Christmas-New Year period and at Easter time, as the case may be, in the same manner as if the employee had not been terminated. To qualify for this provision, an employee must have at least three months service with the employer prior to the termination of employment.
- 7.8.6 No employee shall be entitled to the payment more than once for the same holiday whilst working in the industry and shall be in breach of the Award in accepting a double payment without informing the employer in relation to it.
- 7.8.7 Where an employee is absent from employment on the working day or part of the working day before or after a public holiday without reasonable excuse or without the employer's consent, the employee shall not be entitled to payment for such public holiday.
- 7.8.8 Should the rostered day off agreed to in accordance with an arrangement pursuant to clause 6.14 fall on a public holiday, the employee is entitled to the day off on the next working day.
- 7.8.9 Any continuous period of unpaid leave in excess of four weeks, shall not be deemed to be service for the purposes of this clause and the employee is not entitled to payment for any public holiday falling within this period of leave.

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

OPDATE 23:03:2006 on and from

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

### **CLAUSE 9.1 TRAINING WAGE ARRANGEMENTS**

OPDATE 23:03:2006 on and from  
See Schedule 7.

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

### **CLAUSE 10.1 UNIFORM ALLOWANCE**

OPDATE 23:03:2006 on and from

Where the employer requires an employee to wear a uniform, the employer must reimburse the employee for the actual cost of providing and cleaning such uniform. The provision of this clause does not apply where the employer supplies and cleans the uniform at no cost to the employee.

### **CLAUSE 10.2 TOOLS**

OPDATE 23:03:2006 on and from

Where the employer requires an employee to provide all tools necessary for the work to be performed, the employer must reimburse the employee for the actual cost of providing such tools. The provisions of this clause do not apply where the employer supplies such tools at no cost to the employee.

## **PART 11 – AWARD COMPLIANCE AND ASSOCIATION RELATED MATTERS**

### **CLAUSE 11.1 AWARD POSTED**

OPDATE 23:03:2006 on and from

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

### **CLAUSE 11.2 NOTICE BOARDS**

OPDATE 23:03:2006 on and from

The employer shall make facilities available in a prominent position in his or her 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.

### **CLAUSE 11.3 RIGHT OF ENTRY**

OPDATE 01:10:2019 on and from

#### **11.3.1 Entry during working hours**

11.3.1.1 No more than two persons duly authorised by the Registrar in writing (such authorisation to be terminable by the Registrar) shall be allowed to enter a factory or workshop during working hours. The employer shall in person, or by a representative, be entitled to accompany the authorised person or persons during an inspection. The duly authorised persons shall have access to the wages books or time sheets or records of all employees including outdoor workers, in the employ of that employer. The employer shall be advised on all occasions when entry is sought.

11.3.1.2 Wages books or time sheets or records, or a true copy thereof, must be kept on the premises at which employees are working and be made available for inspection on demand. Any failure on the part of an employer in this respect shall constitute a breach of the Award.

11.3.1.3 Duly authorised persons shall not be denied entry to an establishment on the ground that the employer or a nominated representative is not available to grant access at the time entry is sought. The work and duties of all employees in the establishment and the business of the employer shall be interfered with as little as possible by the authorised person or persons.

#### **11.3.2 Entry during mid-day meal**

11.3.2.1 An employer shall permit a duly authorised person to enter from time to time any or several factories or workshops of that employer during the mid-day meal to conduct legitimate **Union** business. A duly authorised person is entitled to collect members' contributions once during each month during working hours, at a time most convenient to the employer.

11.3.2.2 Such authorised person shall inform the person in charge (a person shall be in charge) of his arrival before entering the workshop or factory. Such official shall have reasonable ingress into the factory and access to the employees. If any official so authorised makes himself objectionable during any such visit to the employer (or his representative) or to any employee, his authorisation may be terminated by the Registrar on an application by the employer.

### 11.3.3 Breaches

11.3.3.1 Where any employer or his representative fails to comply with the requirements of this clause, the failure shall constitute a breach of this Award.

11.3.3.2 Where any **Union** official behaves in an objectionable manner such conduct shall constitute a breach of this Award.

### CLAUSE 11.4 TIME AND WAGES RECORDS

OPDATE 23:03:2006 on and from

11.4.1 The employer shall provide in each of the employer's work places a time and wages book or sheet or records in accordance with section 102 of the **Act**.

11.4.2 Where any employee is employed under an **incentive system**, the employer will keep a correct record of the rates and of the class and number of articles on which work is done by such employee each week.

### CLAUSE 11.5 SHOP STEWARDS AND REPRESENTATIVES

OPDATE 23:03:2006 on and from

Shop stewards and official **Union** representatives shall be recognised by the employer and shall be allowed time off during working hours to interview the employer if there is a legitimate complaint. Shop stewards shall have reasonable access to a telephone during working hours.

## SCHEDULE 1 - WAGES

OPDATE 01:07:2020 1<sup>st</sup> pp on or after

This Schedule shall operate from the beginning of the first pay period commencing on or after 1 July 2020.

S1.1 The minimum wage rates payable to adult employees who are covered by this Award for the prescribed skill level as defined in Schedule 2 are as follows:

<i>Classification/skill level</i>	<i>Minimum Weekly Award Wage Rate ppc 01/07/2020 \$</i>
Trainee	767.50
1	767.50
2	767.50
3	783.50
4	826.00
5	878.70

S1.2 The minimum weekly rates of wages to be paid to apprentices or improvers shall be as follows:

S1.2.1 **Apprentices - all groups in the industry**

Percentage of weekly wage rate for skill level 4.

<i>Experience</i>	<i>%</i>
First year	-
First six months	50
Second six months	55
Second year	-
First six months	60
Second six months	65
Third year	-
First six months	70
Second six months	75
Fourth year	-
First six months	80
Second six months	85

Thereafter the appropriate adult rate.

Provided that as from 1<sup>st</sup> pp on or after 01/07/2020 an adult apprentice must receive at least the *Declaration of the Minimum Standard for Remuneration Pursuant to S 69(3) of the Fair Work Act 1994* Adult Wage of \$767.50 per week (see clause S1.3).

**S1.2.2 Juniors - all groups in the industry**

Percentage of weekly wage rate for skill level 2

	%
16 years and under	50
16½ years	55
17 years	60
17½ years	65
18 years	69
18½ years	72
19 years	75
19½ years	80
20 years	85

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

**S1.2.3 Provided that any junior:**

- S1.2.3.1 With at least three years and not more than four 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.
- S1.2.3.2 After four years experience in the clothing trades industry shall be paid the appropriate rate for an adult employee in the classification in which he or she is employed.
- S1.2.3.3 On attaining 20 years of age who has had more than two years experience in the clothing trades industry shall be paid the appropriate adult rate.
- S1.2.4 Time served by an apprentice or junior in any occupation covered by this award or in the same occupation in the textile industry or in any full-time accredited training course shall be counted as service with the employer as regards wages and the term to be served in respect of the continuation of the employment of such apprentice or junior.

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

**S1.3 State Minimum Award Wage**

S1.3.1 Subject to the exceptions provided in clause S1.3.3, as from the first pay period to commence on or after 1 July 2020, a full-time adult employee must be paid no less than the *Declaration of the Minimum Standard for Remuneration Pursuant to S 69(3) of the Fair Work Act 1994* Adult Wage of \$767.50 per week or \$20.20 per hour for work performed in ordinary time. Adult casual employees must be paid no less than \$25.24 per hour for work performed in ordinary time.

S1.3.2 Employees to whom junior rates apply in accordance with this Schedule will be paid no less than the following age based percentage of the *Declaration of the Minimum Standard for Remuneration Pursuant to S 69(3) of the Fair Work Act 1994* Adult Wage:

<i>Age</i>	<i>Percentage</i>
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

S1.3.3 The following categories of employees are not entitled to the *Declaration of the Minimum Standard for Remuneration Pursuant to S 69(3) of the Fair Work Act 1994* Adult Wage as prescribed in clause S1.3.1:

- (a) Adult trainees undertaking a National Training Wage traineeship, subject to the terms of the traineeship.
- (b) Adult employees employed under Supported Wage Provisions in the Award.

**SCHEDULE 2 - SKILL BASED CLASSIFICATION STRUCTURE**

OPDATE 23:03:2006 on and from

**S2.1 Trainee****S2.1.1 Employees at this level:**

- Will be new entrants into the industry.
- Will for a period of up to three months undergo approved (including induction) training so as to enable them to achieve the level of **competence**<sup>9</sup> required to be classified at Skill Level 1.
- Will work under the following conditions - Totally defined procedures and methods; constant direct supervision; constant direct training; progressive assessment and feedback.

**S2.1.2 Training for new entrants will be determined in accordance with the needs of the enterprise, but will involve instruction aimed at assisting trainees to achieve the range of competencies required at Skill Level 1, including:**

- The knowledge and **skills**<sup>8</sup> required to apply relevant Occupational Health and Safety practices and procedures.
- The knowledge and **skills**<sup>8</sup> required to apply specified **quality control**<sup>20</sup> standards to their own work.
- The knowledge and **skills**<sup>8</sup> required to apply specified operation practices and procedures and to meet efficiency requirements.
- The knowledge and **skills**<sup>8</sup> required to apply **minor equipment/machine maintenance**<sup>17</sup> relevant to the equipment involved in the performance of their own work.

**S2.2 Skill Level 1****S2.2.1 Employees at this level:**

- will work to defined **procedures/methods**<sup>14</sup> either individually or in a **team environment**<sup>24</sup>, and
- will exercise skills to perform **basic tasks**<sup>1</sup>, and
- will be aware of and apply basic **quality control**<sup>20</sup> skills in the receipt and completion of their own work to the specified **quality standards**<sup>23</sup>.

**S2.2.2 In addition, according to the needs and operational requirements of the enterprise, employees at this level:**

- May be required to exercise the skill necessary to assist in providing basic **on-the-job instruction**<sup>18</sup> by way of demonstration and explanation.
- May be required to record basic information on production and/or **quality indicators**<sup>22</sup> as required.
- May be required to work in a **team environment**<sup>24</sup>.
- May be required to apply **minor equipment/machine maintenance**<sup>17</sup>.
- May be required to exercise **key pad skills**<sup>11</sup>.

- May be required to exercise the level of English literacy and numeracy skills to effectively perform their tasks.
- May commence training in additional skills required to advance to a higher Skill Level.

### S2.3 Skill Level 2

S2.3.1 Employees at this level exercise the skills required to be graded at Skill Level 1, and

- will work to **defined procedures/methods**<sup>14</sup>, either individually or in a **team environment**<sup>24</sup>, and
- will exercise the skills to perform **intermediate tasks**<sup>2</sup>, and
- will understand and apply **quality control**<sup>20</sup> skills in their own work and **component parts**<sup>10</sup> (including understanding of the likely cause/s of deviations to specified quality standards in their own work).

S2.3.2 In addition, according to the needs and operational requirements of the enterprise, employees at this level:

- May be required to exercise the skill necessary to assist in providing on the job instruction to employees in skills required at Skill Level 2 and below by way of demonstration and explanation.
- May be required to record detailed information on production and/or quality indicators as required.
- May be required to exercise team work skills.
- May be required to identify and rectify minor equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor.
- May be required to exercise **basic computer skills**<sup>12</sup>.
- May commence training in additional skills required to advance to a higher Skill Level.

### S2.4 Skill Level 3

S2.4.1 Employees at this level exercise the skills required to be graded at Skill Level 2, and:

- will exercise discretion, initiative and judgment on the job in their own work, either individually or in a **team environment**<sup>24</sup>, and
- will exercise skills to - perform a **complex task/s**<sup>3</sup> or perform a **series of different operations on a machine/s**<sup>4/5</sup> or use a **variety of machine types**<sup>6</sup> three of which require the exercise of Level 2 skills, and
- will be responsible for **quality assurance**<sup>19</sup> in their own work and assembly of **component parts**<sup>10</sup> including having an understanding of how this work relates to subsequent production processes and its contribution to the final appearance of the garment.

S2.4.2 In addition, according to the needs and operational requirements of the enterprise, employees at this level:

- May be required to investigate causes of **quality deviations**<sup>21</sup> to specified standards and recommend preventative action.

- 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.
- May be required to record detailed information on, and recommend improvements to, production and/or quality.
- May be required to take a **coordinating role**<sup>13</sup> for a group of workers or in a **team environment**<sup>24</sup> (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.
- May be required to exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults).
- May commence training in additional skills required to advance to a higher Skill Level.

## S2.5 Skill Level 4

S2.5.1 Employees at this level exercise the skills required to be graded at Skill Level 3 and have a comprehensive knowledge of product construction.

S2.5.2 Employees at this level will also:

- apply **skills**<sup>8</sup> and knowledge, equivalent to that of a qualified tradesperson, that have been acquired as a result of training or experience, or
- hold a relevant trade certificate, and
- will work **largely independently**<sup>15</sup> (including developing and carrying out of a work plan to specifications), and
- will exercise a range of **skills**<sup>8</sup> 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**<sup>7</sup>.

S2.5.3 In addition, according to the needs and operational requirements of the enterprise, employees at this level:

- May be required to apply quality control/assurance techniques to their work group or team.
- May have **designated responsibility**<sup>16</sup> for the training of other employees (and if so will be trained trainers).
- May be responsible for quality and production records relating to their own work group or team.
- May be required to take a **coordinating role**<sup>13</sup> for a group of workers or in a **team environment**<sup>24</sup> (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.
- 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).

- May commence training in additional skills required to advance to a higher Skill Level.

## S2.6 **Skill Level 5**

S2.6.1 An employee at this level:

- Under limited supervision provides a skilled or technical service requiring regular exercise of initiative and judgement.
- Co-operates with team members of own section in solving operational problems, has regular contact with other sections on routine matters.
- Responsible for the exercise of skills acquired by specialisation in a particular functional area

NB: The following Skill Levels do not form part of the existing wage structure in the Award as contained in Schedule 1. However they may be used in identifying skill levels higher than Level 5 as contained in this Schedule.

## S2.7 **Skill Level 6**

S2.7.1 An employee at this level:

- Independently provides a highly skilled or technical service within a department.
- Overall performance or errors in judgement may significantly effect the results of the department but are unlikely to effect the results of the organisation as a whole.
- Solves difficult problems (within own field of expertise) without reference to others.
- Plans schedules and completes designated work independently.
- May plan and control the work of a section to achieve limited objectives

## S2.8 **Skill Level 7**

S2.8.1 An employee at this level:

- Frequently makes decisions which call for considered judgement and original thinking.
- Independently supplies analytical or technical services of a specialised nature, normally requiring considerable tactical skills or formal advanced training.
- Overall performance or errors in judgement may effect the results of the organisation as a whole.
- May plan and control the work of a section or department to achieve broad objectives

## S2.9 **Explanation of terms**

### S2.9.1 **Basic tasks**

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

### S2.9.2 **Intermediate tasks**

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

### S2.9.3 **Complex tasks**

Tasks which are more difficult to learn and involve a higher level of decision making than Skill Level 2 tasks, whether machine or non machine. Complex machine tasks require fabric 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.

### S2.9.4 **Series of different operations on a machine/s**

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

### S2.9.5 **Machine**

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

- designing/grading of patterns
- marker spreading
- spreading of fabric
- 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.

### S2.9.6 **Variety of machine types**

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

### S2.9.7 **Whole garment machinist or equivalent skills**

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

- Sample machinist.
- A machinist who performs each of the operations required to complete a complex whole garment from specifications.
- 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.

**S2.9.8 Skill**

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

**S2.9.9 Competence**

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

**S2.9.10 Component parts**

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

**S2.9.11 Key pad skills**

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

**S2.9.12 Basic computer skills**

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

**S2.9.13 Coordinating role**

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

**S2.9.14 Defined procedures/methods**

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

**S2.9.15 Largely independently**

Where the employee is accountable for own results including:

- carrying out assigned task
- coordinating processes
- setting and working to deadlines.

**S2.9.16 Designated responsibility**

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

**S2.9.17 *Minor equipment/machine maintenance***

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

- changing needles
- cleaning
- lubrication
- tension and stitch adjustment.

**S2.9.18 *On-the-job instruction***

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

**S2.9.19 *Quality assurance***

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

**S2.9.20 *Quality control***

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

**S2.9.21 *Quality deviations***

Departures from a quality standard.

**S2.9.22 *Quality indicators***

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

**S2.9.23 *Specified quality standards***

Detailed standards against which quality is measured.

**S2.9.24 *Team environment***

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

**SCHEDULE 3 - CONTRACT WORK**

OPDATE 01:10:2019 on and from

- S3.1 For the purpose of this Schedule **work** means hand or machine sewing in the construction of a garment or part of it being performed other than in a factory or workshop.
- S3.2 An employer bound by this Award shall:
- S3.2.1 Not contract with any person pursuant to this clause, unless that employer is registered pursuant to Schedule 5.
- S3.2.2 When desirous of contracting with any person pursuant to this clause, make application for registration in accordance with Schedule 5 of this Award to the Board of Reference.
- S3.3 An employer bound by this Award contracting with a person who alone will perform work, shall contract to provide terms and conditions no less favourable than those prescribed by this Award for persons engaged under a contract of service pursuant to clause 4.1 of the Award.
- S3.4 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:
- S3.4.1 The name of the employer bound by this Award and the registration number of the employer.
- S3.4.2 The address of the employer bound by this Award.
- S3.4.3 The name of the person to whom the work is given.
- S3.4.4 The date of giving out of the **work**.
- S3.4.5 A description of the nature of the **work** to be performed (i.e. overlocking).
- S3.4.6 A description of the garment or article of each description being given out to the person.
- S3.4.7 The number of garments or articles of each description being given out to the person.
- S3.4.8 The price to be paid for each garment of article.
- S3.4.9 The work and time allowed for the **work** to be done.
- S3.5 The total amount to be paid to the person is calculated using the figures from clause S3.4.7, S3.4.8 and S3.4.9 above.
- S3.6 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 authorized in accordance with clause 11.3 as if it was a record described in clause 11.4 of this Award.
- S3.7 No employer bound by this Award shall enter into any contract or arrangement with another person (hereafter referred to as the **second person**) concerning the performance of work pursuant to which the **second person** does 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 is to:

- (a) specify the matters referred to in clause S3.4; 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 4.1 of the Award.
- S3.8 Any employer bound by this Award who enters into a contract pursuant to clause S3.3 or S3.7, shall notify the Registrar or his/her Deputy and the **Union**, within seven days of the last working day in February, May, August and November of each year of the existence of such contract and the names and addresses of the persons who enter into the contract.
- S3.9 Where a person has performed **work** either directly for an employer or for a **second person** (being work in respect of a contract or arrangement between the **second person** and an employer pursuant to clause S3.7), 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. Such statutory declaration, if served within six 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 the employer against whom the claim is made is able to prove:
- S3.9.1 That the **work** was not in fact done; and/or
  - S3.9.2 That the payment claimed was not the correct payment due for the **work** that was actually done.
- S3.10 An employer bound by this Award shall not, in any way, whether directly or indirectly, be a party to or involved in conduct that:
- S3.10.1 Hinders, prevents or discourages the observance of this Schedule; or
  - S3.10.2 Causes or encourages or is likely to encourage, a breach or non-observance of this Schedule.
- S3.11 Any dispute arising out of or concerning this Award relating to the performance of work by a person under this clause may be referred to the **Tribunal**.

## SCHEDULE 4 - OUTWORKERS

OPDATE 01:10:2019 on and from

### S4.1 Definitions

For the purposes of this Schedule:

- 4.1.1. **Ordinary working week** means the hours and days occurring between midnight on Sunday night and midnight on Friday night in any week;
- 4.1.2. **Outworker** means a person who performs **work** as defined for an employer outside the employer's workshop or factory under a contract of service;
- 4.1.3. **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;

### S4.2 A employer bound by this Award shall:

- S4.2.1 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 Schedule 5.
- S4.2.2 When desirous of employing **outworkers**, make application for registration in accordance with Schedule 5 to the Board of Reference.
- S4.2.3 Not employ a person to perform **work** covered by this Schedule outside a workshop or factory unless prior agreement has been reached between that employer and the person as to whether the 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 this clause 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 and vice versa. Provided further that any such variation shall not take effect until the expiry of at least three (3) days from the date of the agreement to that variation.
- S4.2.4 Not employ more than ten **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, a Board of Reference in the exercise of its discretion, grants permission to the employer to employ a specified greater number of **outworkers**.
- S4.2.5 Pay any **outworkers** employed at the rates prescribed by Schedule 1 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 a 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 than in the event that the employer has no factory, a factory undertaking the same or comparable work shall be used for the purposes of setting the time standards.
- S4.2.6 Pay for **outwork** performed in the **ordinary working week** at the minute rate of:
  - (a) 1/2280 of the weekly Award rate for the classification in which the **outworker** is employed for the first 38 hours worth of work; and

(b) the minute rate in paragraph (a) above multiplied by 1.5 of the classification in which the **outworker** is employed, for each hour thereafter;

S4.2.7 Pay for **outwork** performed or deemed to have been performed on a Saturday or Sunday or Public holiday, at the minute rate in clause S4.2.6 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 prior agreement with the employer for the performance of the work on any such day(s) in accordance with paragraph S4.2.13(l).

S4.2.8 Apply all the provisions of Clause 5.2 Payment Under an Incentive System to **outworkers** unless expressly excluded from such operation either in this Schedule or in clause 5.2 itself.

S4.2.9 Hours of work

S4.2.9.1 An **outworker** who is ready able and willing to work must be provided in an ordinary working week with the following hours of work:

- (a) if employed on a full-time basis, 38 hours worth of work; or
- (b) if employed on a regular part-time basis, the regular minimum number of hours as agreed by the employer and employee in accordance with clause 4.3.2.

S4.2.9.2 If an **outworker**, including those employed under any system of payment by results, who is ready, able and willing to work receives in any ordinary working week fewer hours than the minimum number of hours provided for in S4.2.9.1 (or no work at all), the **outworker** must be paid:

- (a) if employed on a full-time basis, the weekly award rate for the classification in which the outworker is employed; or
- (b) if employed on a regular part time basis, for the number of hours for which the outworker is employed.

S4.2.10 The employer shall 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** is employed in any **ordinary working week**.

S4.2.11 Subject to clause S4.2.13, the employer shall not require any **outworker** to perform **work** on a Saturday or Sunday or any public holiday.

S4.2.12 The employer shall pay the **outworker** for each public holiday prescribed by this Award an amount equal to 1/5 of the applicable weekly Award rate for full-time **outworkers** and on a proportionate basis for part-time **outworkers**.

S4.2.13 At the time of delivery of any **work** to an **outworker** the employer shall provide full details of the following matters and shall keep true and correct records of it in writing:

- (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 done;

- (e) the date of delivery of the **work**;
- (f) the description of the garments or articles upon which **work** is to be done (e.g. skirts, dresses, jeans);
- (g) a description of the nature of the **work** to be performed (e.g. overlocking);
- (h) the number of garments or articles of each description being given out to the person;
- (i) full details of the appropriate time standard in accordance with clauses S4.2.5 which when considered with the minute rate set out in clause S4.2.6 will enable the price to be paid for each garment or article to be calculated;
- (j) the number of working hours that will therefore be necessary to be worked to complete the said garment or article; and consequently;
- (k) the number of days that will therefore be needed to perform the **work** with such calculation being undertaken (consistent with clause S4.2.10) on the basis of 7.6 hours' worth of **work** being performed each day; and
- (l) the appropriate time and date for the **work** to be picked up from the **outworker**. The pick up 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 pick up 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 this clause S4.2.13 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 such 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 this paragraph, the outworkers shall be deemed to have worked and shall be entitled to payment in respect of any such day at the rates specified in clause 5.2.7;
- (m) the total amount to be paid to the persons calculated in accordance with paragraphs S4.2.13(h), (i) and (j).

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 authorized in accordance with clause 11.3 as if it was a record described in clause 11.4 of the Award.

Provided always that if the time period between delivery and pick up (arrived at by calculations prescribed in (m) above) will necessarily include:

- a Saturday; and or
- a Sunday; and or
- a Public holiday(s),

then the first agreed pick-up date shall be reset (i.e. put back) to ensure, consistency with S4.2.10 above and given the number of days needed to do the work arrived at in S4.2.13(k) and (l), that the employer will not be required to work on any of the days set out in this proviso that fall within the periods set out under (l), above to complete the work delivered (the reset pick-up date will be hereafter be referred to as **the second agreed pick-up date**).

Provided further that if an **outworker** who has **work** delivered to be performed in a time period that includes either a weekend day(s) or a public holiday(s) expressly agrees or simply elects to complete that **work** by the first agreed pick-up date rather than by the **second agreed pick-up date**, then the **outworker** will, for the purpose of payment, be deemed to have completed 7.6 hours (but no more) worth of the work on each of the weekend day and/or public holiday days occurring in the period between delivery and pick-up;

- S4.2.14 Pay annual leave to **outworkers** in accordance with the provisions of clause 7.1 of this Award.
- S4.2.15 Pay all wages due not later than two 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 and the nett amount being paid to the **outworker**;
- S4.2.16 Except as otherwise provided in this clause, apply to **outworkers** the terms and conditions of employment provided by the Award excluding the following clauses:
- Clause 4.4 Casual Employment
  - Clause 4.6 Termination of Employment
  - Clause 6.1 Hours of Work
  - Clause 6.2 Overtime
  - Clause 6.3 Meal Breaks
  - Clause 6.5 Rest Periods
  - Clause 7.2 Personal Leave – Injury and Sickness
  - Clause 7.6 Blood Donors
  - Clause 10.2 Tools
  - Clause 11.3 Right of Entry
  - Clause 11.1 Award Posted
  - Clause 11.2 Notice Boards
  - Clause 11.4 Time and Wages Records
  - Clause 11.5 Shop Stewards and Representatives
- S4.2.17 Provide **outworkers** with all necessary materials, trimmings and sewing threads.
- S4.2.18 Cause all **work** to be delivered to and collected from an **outworker** free of charges.
- S4.3 Where a person has performed **work** for an employer as an **outworker** such person may make claim for payment of such **work** by serving upon the employer a Statutory Declaration specifying the identity of the person, the **work** performed, the date or dates on which such **work** was performed and the payment claimed therefore. Such Statutory Declaration, if served within six 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 the 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;
- S4.4 In any proceedings commenced concerning **work** performed pursuant to this Schedule, it lies upon any person alleging that the person performing such **work** was not an employee to prove that this was the case.
- S4.5 Any employer bound by this Schedule shall not, in any way, whether directly or indirectly be a party to or involved in conduct that:

- (a) hinders, prevents or discourages the observance of this Schedule; or
  - (b) causes or encourages or is likely to cause or encourage a breach of, or non-observance of, this Schedule.
- S4.6 Any dispute arising out of or concerning this Award relating to the employment of an **outworker** may be referred to the **Tribunal**.

**SCHEDULE 5 - REGISTRATION OF EMPLOYERS**

OPDATE 01:10:2019 on and from

- S5.1 A employer bound by this Award, having or proposing to have work performed away from his or her own factory or workshop pursuant to Schedules 3 and/or 4 shall make application for registration to the Board of Reference.
- S5.2 The Board of Reference may register the employer on conditions determined by it for a period of twelve months. The Board of Reference may revoke the registration if any or all of such conditions have not been complied with.
- S5.3 Upon registration the employer will be given a registration number.
- S5.4 The Registrar or his/her Deputy shall maintain a record of employers registered pursuant to this Schedule.
- S5.5 Upon registration and at yearly intervals thereafter, such employer shall cause a notice to be placed in the public notices of a metropolitan daily newspaper circulating throughout the State notifying such registration. Such notice shall:
- (a) specify 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.
- S5.6 Subject to further order of the **Tribunal**, an employer may, by agreement in writing with the **Union** or by application to the Board of Reference, be exempted from the requirements to comply with the provisions of clause S5.5 of this Schedule. A copy of any such agreement made pursuant to this Schedule shall be lodged with the Registrar or his/her Deputy.

## SCHEDULE 6 - SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2020 1<sup>st</sup> pp on or after

### CLAUSE S6.1 DEFINITIONS

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this Schedule, the following definitions will apply:

**Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the **Supported Wage System** to perform assessments of an individual's productive capacity within the **Supported Wage System**.

**Assessment instrument** means the form provided for under the **Supported Wage System** that records the assessment of the productive capacity of the person to be employed under the **Supported Wage System**.

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

**Supported Wage System** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

### CLAUSE S6.2 ELIGIBILITY CRITERIA

- S6.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a **Disability Support Pension**.
- S6.2.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.
- S6.2.3 This Schedule does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a **Disability Support Pension** in accordance with the requirements of the *Disabilities Service Act 1986* and the Standards contained therein, as amended from time to time.

### CLAUSE S6.3 SUPPORTED WAGE RATES

- S6.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (clause S6.4)</i>	<i>% of prescribed Award Rates</i>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S6.3.2 Provided that the minimum amount payable will not be less than \$91.10 per week.

S6.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

#### **CLAUSE S6.4 ASSESSMENT OF CAPACITY**

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the **Supported Wage System** and documented in an **assessment instrument** by either:

- (a) the employer and a Union party to the Award, in consultation with the employee or, if desired by any of these;
- (b) the employer and an **accredited assessor** acceptable to the employee and the employee's advisers and to the employer.

#### **CLAUSE S6.5 LODGEMENT OF ASSESSMENT INSTRUMENT**

S6.5.1 All **assessment instruments** under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, will be lodged by the employer with the Registrar of the **Tribunal**.

S6.5.2 All **assessment instruments** will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

#### **CLAUSE S6.6 REVIEW OF ASSESSMENT**

The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the **Supported Wage System**.

#### **CLAUSE S6.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

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

**CLAUSE S6.8 WORKPLACE ADJUSTMENT**

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

**CLAUSE S6.9 TRIAL PERIOD**

- S6.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- S6.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- S6.9.3 The minimum amount payable to the employee during the trial period will not be less than \$91.10 per week.
- S6.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.
- S6.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S6.4.

## SCHEDULE 7 – TRAINING WAGE ARRANGEMENTS

OPDATE 01:07:2020 1<sup>st</sup> pp on or after

### CLAUSE S7.1 TITLE

This Schedule shall be known as the Clothing Trades Award Training Wage Arrangements Schedule.

### CLAUSE S7.2 ARRANGEMENT

<i>Clause no.</i>	<i>Title</i>
S7.1	Title
S7.2	Arrangement
S7.3	Application
S7.4	Period of operation
S7.5	Definitions
S7.6	Training conditions
S7.7	Employment conditions
S7.8	Wages
S7.9	Disputes settling procedures
S7.10	Dispute settlement over traineeship schemes
S7.11	Part-time traineeships
Section A	Allocation of Traineeships to Wage Levels
Section B	Traineeship Schemes excluded from this Award

### CLAUSE S7.3 APPLICATION

S7.3.1 This provision shall apply to persons:

- (a) who are undertaking a **Traineeship** (as defined); and
- (b) whose employment is, or otherwise would be, covered by the Award.

S7.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an Award as at 25 June 1997.

This Schedule only applies to AQF IV **Traineeships** when the AQF III **Traineeship** in the **Training Package** is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this subclause.

S7.3.3 At the conclusion of the **Traineeship**, this Schedule ceases to apply to the employment of the **Trainee** and the Award shall apply to the former **Trainee**.

S7.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

### CLAUSE S7.4 OPERATION

This Schedule shall operate from the first pay period commencing on or after 1 July 2020.

**CLAUSE S7.5 DEFINITIONS**

- S7.5.1 **Act** means the Training and Skills Development Act or any successor legislation.
- S7.5.2 **Adult Trainee** means for the purpose of this Schedule a **Trainee** who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- S7.5.3 **Approved Training** means that training which is specified in the **Training Plan**, which is part of the **Training Agreement**, which is registered with the **T&SC**. It includes training undertaken both on and off-the-job in a **Traineeship** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National **Training Package** or a **Traineeship Scheme** and leads to a qualification under the Australian Qualification Framework.
- S7.5.4 **T&SC** means the Training and Skills Commission under the **Act**.
- S7.5.5 **Award** means the Clothing Trades Award.
- S7.5.6 **Trainee** is an individual who is a signatory to a **Training Agreement** registered with the **T&SC** and is involved in paid work and structured training, which may be on or off the job. **Trainee** does not include an individual who already has the competencies to which the **Traineeship** is directed.
- S7.5.7 **Traineeship** means a system of training which has been approved by the **T&SC**, which meets the requirements of a National **Training Package** developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National **Training Package**, and includes full-time **Traineeships** and part-time **Traineeships** including school-based **Traineeships**.
- S7.5.8 **Training Agreement** means a Contract of Training for a **Traineeship** made between the employer and a **Trainee**, which is registered with the **T&SC**.
- S7.5.9 **Training Package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S7.5.10 **Training Plan** means a programme of training which forms part of a **Training Agreement** registered with the **T&SC**.
- S7.5.11 **Traineeship Scheme** means an approved **Traineeship** applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the **T&SC**.
- S7.5.12 **Tribunal** means the South Australian Employment Tribunal.
- S7.5.13 **Year 10** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

**CLAUSE S7.6 TRAINING CONDITIONS**

- S7.6.1 The **Trainee** shall attend an **Approved Training** course or **Training Program** prescribed in the **Training Agreement** or as notified to the trainee by the **T&SC** in accredited and relevant **Training Schemes**.

- S7.6.2 Employment as a **Trainee** under this Schedule shall not commence until the relevant **Training Agreement**, made in accordance with a **Training Scheme**, has been signed by the employer and the **Trainee** and lodged for registration with the **T&SC**, provided that if the **Training Agreement** is not in a standard format, employment as a **Trainee** shall not commence until the **Training Agreement** has been registered with the **T&SC**. The employer shall ensure that the **Trainee** is permitted to attend the training course or program provided for in the **Training Agreement** and shall ensure that the **Trainee** receives the appropriate on-the-job training.
- S7.6.3 The employer shall provide a level of supervision in accordance with the **Traineeship Agreement** during the **Traineeship** period.
- S7.6.4 The provisions of the **Act** dealing with the monitoring by officers of the **T&SC** and the use of training records or work books as part of this monitoring process shall apply to **Traineeships** under this Schedule.

### CLAUSE S7.7 EMPLOYMENT CONDITIONS

- S7.7.1 A full-time **Trainee** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV **Traineeships** which may extend up to two years full-time, provided that a **Trainee** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the **T&SC**, the Employer and the **Trainee** may vary the duration of the **Traineeship** and the extent of **Approved Training** provided that any agreement to vary is in accordance with the relevant **Traineeship Scheme**. A part-time **Trainee** shall be engaged in accordance with the provisions of Clause S7.11 Part-Time Traineeships, of this Schedule.
- S7.7.2 Where the **Trainee** completes the qualification in the **Training Agreement** earlier than the time specified in the **Training Agreement**, then the **Traineeship** may be concluded by mutual agreement.
- S7.7.3 Termination of employment of **Trainees** is dealt with in the **Training Agreement**, or the **Act**. An employer initiating such action shall give written notice to the **Trainee** at the time the action is commenced and to the **T&SC** in accordance with the **Act**.
- S7.7.4 The **Trainee** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the **Approved Training**.
- S7.7.5 Where the employment of a **Trainee** by the employer is continued after the completion of the **Traineeship** period, such **Traineeship** period shall be counted as service for the purposes of the Award or any other legislative entitlements.
- S7.7.6 **Trainees working overtime**
- S7.7.6.1 Reasonable overtime may be worked by the **Trainee** provided that it does not affect the successful completion of the **Approved Training**.
- S7.7.6.2 No **Trainee** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S7.7.6.3 No **Trainee** shall work shiftwork unless the shiftwork makes satisfactory provision for **Approved Training**. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork **Trainees**.

- S7.7.6.4 The **Trainee** wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a **Trainee** to be paid at a higher rate, or the employer and **Trainee** agree in writing that a **Trainee** will be paid at a higher rate, in which case the higher rate shall apply.
- S7.7.7 All other terms and conditions of the Award that are applicable to the **Trainee** or would be applicable to the **Trainee** but for this Schedule shall apply unless specifically varied by this Schedule.
- S7.7.8 A **Trainee** who fails to either complete the **Traineeship**, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the **Traineeship**, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

Note: It is not intended that existing employees shall be displaced from employment by **Trainees**.

### CLAUSE S7.8 WAGES

- S7.8.1 The weekly wage payable to full-time **Trainees** shall be provided in S7.8.4, S7.8.5 and S7.8.6 of this Schedule and in accordance with Clause S7.7 Employment Conditions.
- S7.8.2 These wage rates will only apply to **Trainees** while they are undertaking an **Approved Traineeship**, which includes **Approved Training** as defined in this Schedule.
- S7.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

#### Wage Level A

Where the **Accredited Training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	272.00 (50%)	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	456.00
Plus 1 year <b>out of school</b>	380.00	456.00	527.00
Plus 2 years <b>out of school</b>	456.00	527.00	616.00
Plus 3 years <b>out of school</b>	527.00	616.00	704.00
Plus 4 years <b>out of school</b>	616.00	704.00	
Plus 5 or more years	704.00		

#### Wage Level B

Where the **Accredited Training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	272.00 (50%)	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	440.00
Plus 1 year <b>out of school</b>	380.00	440.00	508.00
Plus 2 years <b>out of school</b>	440.00	508.00	593.00
Plus 3 years <b>out of school</b>	508.00	593.00	677.00
Plus 4 years <b>out of school</b>	593.00	677.00	
Plus 5 or more years	677.00		

### Wage Level C

Where the **Accredited Training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	272.00 (50%)	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	440.00
Plus 1 year <b>out of school</b>	380.00	440.00	496.00
Plus 2 years <b>out of school</b>	440.00	496.00	555.00
Plus 3 years <b>out of school</b>	496.00	555.00	618.00
Plus 4 years <b>out of school</b>	555.00	618.00	
Plus 5 or more years	618.00		

### School Based Traineeships

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based <b>Traineeships</b> in Wage Levels A, B and C	346.00	380.00

\*Figures in brackets indicate the average proportion of time spent in **Approved Training** to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20 per cent.

### S7.8.8 Wage rates for Certificate IV Traineeships

S7.8.8.1 **Trainees** undertaking an AQF IV **Traineeship** shall receive the relevant weekly wage rate for AQF III **Trainees** at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S7.8.8.2 An **Adult Trainee** who is undertaking a **Traineeship** for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of Traineeship</i>	<i>Second year of Traineeship</i>
	\$	\$
Wage Level A	732.00	760.00
Wage Level B	703.00	731.00
Wage Level C	641.00	664.00

S7.8.9 Where a person was employed by the employer under the Award immediately prior to becoming an **Adult Trainee** with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a **Trainee**.

S7.8.10 Where a **Traineeship** is converted from an AQF II to an AQF III **Traineeship**, or from an AQF III to an AQF IV **Traineeship**, the **Trainee** shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S7.8.11 Section A sets out the Wage Level of a **Traineeship**.

S7.8.12 For the purposes of this provision, **out of school** shall refer only to periods out of school beyond **Year 10**, and shall be deemed to:

- (a) include any period of schooling beyond **Year 10**, which was not part of nor contributed to a completed year of schooling;
- (b) include any period during which a **Trainee** repeats in whole or part of a year of schooling beyond **Year 10**;
- (c) not include any period during a calendar year in which a year of schooling is completed; and
- (d) have effect on an anniversary date being January 1 in each year.

S7.8.13 Despite any other clause in this Schedule, **Trainees** may not be employed under this Schedule under the **Traineeship Schemes** and in the areas of employment listed in Section B.

#### CLAUSE S7.9 DISPUTE SETTLING PROCEDURES

For matters not dealt with in accordance with the **Act**, the procedures to avoid industrial disputation contained in the Award will apply to **Trainees**.

#### CLAUSE S7.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S7.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular **Traineeship Scheme** despite the allocation of the scheme to a Wage Level by Section A.

S7.10.2 The party shall:

- S7.10.2.1 Notify the relevant parties of an intention to dispute the particular **Traineeship Scheme**, identifying the scheme.
- S7.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
- S7.10.2.3 If agreement cannot be reached the matter may be referred to the **Tribunal** for conciliation.
- S7.10.2.4 If agreement is not reached during conciliation then an application may be made to include the **Traineeship** scheme in Section B.

#### CLAUSE S7.11 PART-TIME TRAINEESHIPS

S7.11.1 This clause shall apply to **Trainees** who undertake a **Traineeship** on a part-time basis by working less than full-time hours and by undertaking the **Approved Training** at the same or lesser training time than a full-time **Trainee**.

S7.11.1.1 A part-time **Trainee** (other than a school-based **Trainee**) will be engaged to work for no less than a minimum average of 15 hours per week.

S7.11.1.2 A part-time school-based **Trainee** may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the **Trainee** remains enrolled in compulsory education.

### S7.11.2 Wages

S7.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in **Approved Training**. These rates are derived from a 38 hour week.

Table 1: Trainees who have left school (\$ per hour)

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.39	12.48	14.99
Plus 1 year <b>out of school</b>	12.48	14.99	17.35
Plus 2 years <b>out of school</b>	14.99	17.35	20.23
Plus 3 years <b>out of school</b>	17.35	20.23	23.16
Plus 4 years <b>out of school</b>	20.23	23.16	
Plus 5 or more years	23.16		
Wage Level B	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.39	12.48	14.45
Plus 1 year <b>out of school</b>	12.48	14.45	16.70
Plus 2 years <b>out of school</b>	14.45	16.70	19.52
Plus 3 years <b>out of school</b>	16.70	19.52	22.27
Plus 4 years <b>out of school</b>	19.52	22.27	
Plus 5 or more years	22.27		
Wage Level C	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.39	12.48	14.45
Plus 1 year <b>out of school</b>	12.48	14.45	16.31
Plus 2 years <b>out of school</b>	14.45	16.31	18.23
Plus 3 years <b>out of school</b>	16.31	18.23	20.31
Plus 4 years <b>out of school</b>	18.23	20.31	
Plus 5 or more years	20.31		

Table 2: School based Traineeships (\$ per hour)

	Year of schooling	
	Year 11	Year 12
	\$	\$
Wage Levels A, B and C	11.39	12.48
20% loading [S7.11.6.2]	13.67	14.98

Table 3: Wage rates for part-time Certificate IV Traineeships (\$ per hour)

**Trainees** undertaking a part-time AQF IV **traineeship** shall receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An adult **trainee** (as defined) who is undertaking a part-time **traineeship** for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of traineeship</i>	<i>Second year of traineeship</i>
	\$	\$
Wage Level A	24.05	24.96
Wage Level B	23.13	24.00
Wage Level C	21.08	21.90

S7.11.3 The hours for which payment shall be made are determined as follows:

S7.11.3.1 Where the **Approved Training** for a **Traineeship** (including a school based **Traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time **Trainee** on-the-job.

S7.11.3.2 Where the **Approved Training** is undertaken solely on-the-job and the average proportion of time to be spent in **Approved Training** is 20% (i.e. the same as for the equivalent full-time **Traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S7.11.3.3 Where the **Approved Training** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **Approved Training** is 20% (ie the same as for the equivalent full-time **Traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S7.8, 20 per cent is the average proportion of time spent in **Approved Training**, which has been taken into account in setting the wage rates for most full-time **Traineeships**.

S7.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time adult **trainee** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a **trainee**.

S7.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

#### S7.11.4 General formula

S7.11.4.1 For **Traineeships** not covered by S7.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the **Traineeship**, which may also be varied on the basis of the following formula:

$$\text{Full-time wage rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

\* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time **Trainees** (ie 20%). A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

(a) **Full-time wage rate** means the appropriate rate as set out in S7.8.4, S7.8.5, S7.8.6 and S7.8.7 of this Schedule.

(b) **Trainee hours** shall be the hours worked per week including the time spent in **Approved Training**.

- (c) **Average weekly training time** is based upon the length of the **Traineeship** specified in the **Traineeship Agreement** or **Training Agreement** as follows:

$$\frac{7.6 \times 12}{\text{Length of the **Traineeship** in months}}$$

Note 1: 7.6 in the above formula represents the **average weekly training time** for a full-time **Trainee** whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the **Training Agreement** will require a **Trainee** to be employed for sufficient hours to complete all requirements of the **Traineeship**, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

#### S7.11.5 Example of the calculation for the wage rate for a part-time traineeship

A school student commences a **Traineeship** in year 11. The ordinary hours of work in the Award are 38. The **Training Agreement** specifies two years (24 months) as the length of the **Traineeship**.

**Average weekly training time** is therefore  $7.6 \times 12/24 = 3.8$  hours.

**Trainee hours** totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job **Approved Training** at school and at TAFE.

So the wage rate in year 11 is:

$$\$346 \times \frac{15 - 3.8}{30.4} = \$127.47 \text{ (plus any applicable penalty rates under the Award)}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if **trainee hours** changes.

#### S7.11.6 Employment conditions for all part-time trainees

- S7.11.6.1 A part-time **Trainee** shall receive, on a pro-rata basis, all employment conditions applicable to a full-time **Trainee**. All the provisions of the Award shall apply to part-time **Trainees** except as specified in this Schedule.
- S7.11.6.2 However, a **Trainee** undertaking a school based **Traineeship** may, with the agreement of the **Trainee**, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a **Trainee** is called upon to work on a public holiday the provisions of the Award shall apply.
- S7.11.6.3 A part-time **Trainee** may, by agreement, transfer from a part-time to a full-time **Traineeship** position should one become available.
- S7.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time **Trainees**.

**SECTION A****Allocation of Traineeships to Wage Levels****Part A, New Training Package Titles**

Wage Levels that apply to Certificates under Training Packages

**Wage Level A**

<i>Training package</i>	<i>Certificate level</i>
Textiles, Clothing and Footwear	III

**Wage Level B**

<i>Training package</i>	<i>Certificate level</i>
Textile, Clothing and Footwear	I
	II

**Wage Level C**

<i>Training package</i>	<i>Certificate level</i>
Nil	

**Part B, Old Traineeships Titles and Wage Levels****Wage Level A**

Nil

**Wage Level B**

Clothing Production  
Millinery  
Textiles

**Wage Level C**

Nil

**SECTION B****Traineeship schemes excluded from this Award**

Nil

## SCHEDULE 8 – SCHOOL BASED APPRENTICES

OPDATE 23:03:2006 on and from

### CLAUSE S8.1 DEFINITIONS

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

**Off-the-job training** is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

### CLAUSE S8.2 WAGES AND TRAINING

S8.2.1 The hourly rates for full-time junior and adult apprentices as out in Schedule 1 will apply to **school based apprentices** for total hours worked including time deemed to be spent in **off-the-job training**.

S8.2.2 For the purposes of S8.2.1, where an apprentice is a full-time school student, the time spent in **off-the-job training** for which the apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

S8.2.3 A **school based apprentice** shall be allowed, over the duration of the apprenticeship, the same amount of time to attend **off-the-job training** as an equivalent full-time apprentice.

S8.2.4 The duration of the apprenticeship will be as specified in the training agreement or contract for each apprentice. Apprentice wage rates will apply for a maximum period of six years.

#### S8.2.5 Progression

S8.2.5.1 **School based apprentices** will progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

S8.2.5.2. These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a **school based apprentice** undertaking the applicable apprenticeship

S8.2.6 Where an apprentice converts from school based to full-time, all time spent as a full-time apprentice will count as service for the purposes of progression through the wage scale, in addition to the progression achieved as a **school based apprentice**.

S8.2.7 **School based apprentices** are entitled, on a pro rata basis, to all of the conditions of employees under this Award.

**APPLICATIONS FILED**

<i>Case No</i>	<i>Description of Document</i>
<b>05173/2001</b>	AWARD VARIATION Award varied. Clauses varied and Sch 1 Wages and TWA for SWC 2001. Various updates.
<b>06736/2001</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Bull Rush Clothing registered to give out work on contract for 12 months from 13/09/2001.
<b>07050/2001</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Marino Monograms Pty Ltd registered to give out work on contract for 12 months from 28/09/2001.
<b>07455/2001</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Image Wear registered to give out work on contract for 12 months from 15/10/2001.
<b>00381/2002</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Rustlers Australia Pty Ltd registered to give out work on contract for 12 months from 21/01/2002.
<b>04563/2002</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Penny Mitchell Designs registered to give out work on contract for 12 months from 03/07/2002.
<b>05561/2002</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Appln by Happy Clothing not proceeded with.
<b>00067/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Marino Monograms Pty Ltd registered to give out work on contract for 12 months from 08/01/2003.
<b>00514/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Image Wear registered to give out work on contract for 12 months from 22/01/2003.
<b>00609/2003</b>	AWARD VARIATION Award varied. Cl. 12 Meal Money, Cl. 35 Disability Allowance, Sch. 1 Wages, Deletion of Sch. C Workers in Supported Employment, Sch. D Supported Wage Provisions (renumbered as Sch. C), App. A Training Wage Arrangements (renumbered as Sch. D) re SWC 2002. Update ppc 21/02/2003.
<b>03075/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Rustlers Australia Pty Ltd registered to give out work on contract for 12 months from 15/05/2003.
<b>03737/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Koochi Pty Ltd registered to give out work on contract for 12 months from 11/06/2003.
<b>03795/2003</b>	CLOTHING TRADES APPL FOR REG Appln not proceeded with (Federal Award).

<i>Case No</i>	<i>Description of Document</i>
<b>05135/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Penny Mitchell registered to give out work on contract for 12 months from 05/08/2003.
<b>06126/2003</b>	AWARD REVIEW S99 Review completed - new Award issued. Oupdate 23/03/2006.
<b>06236/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Bull Rush Clothing registered to give out work on contract for 12 months from 11/09/2003.
<b>06534/2003</b>	AWARD VARIATION Award Varied. Cl 7 Apprentices or Improvers - Rates of Pay, Cl 12 Meal Money, Cl 35 Disability Allowance, Sch 1 Wages, Sch C Supported Wages Provisions, Sch D Training Wage Arrangements re SWC 2003. Oupdate ppc 21/2/2004.
<b>06876/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. RT Clothing Pty Ltd registered to give out work on contract for 12 months from 08/10/2003.
<b>06882/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Class Schoolwear registered to give out work on contract and/or employ outworkers for 12 months from 08/10/2003.
<b>07078/2003</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Deere Clothing Pty Ltd registered to give out work on contract for 12 months from 15/10/2003.
<b>00340/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Marino Monograms Pty Ltd registered to give out work on contract for 12 months from 19/01/2004.
<b>00341/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Image Wear registered to give out work on contract for 12 months from 22/01/2004.
<b>01072/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Phuong Kinh Nguyen registered to give out work on contract for 12 months from 17/02/2004.
<b>01985/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. D & D Inc Pty Ltd registered to give out work on contract for 12 months from 08/03/2004.
<b>04118/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Impulse Boutique registered to give out work on contract for 12 months from 17/06/2004.
<b>06341/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Penny Mitchell Designs registered to give out work on contract for 12 months from 13/09/2004.
<b>06959/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Bull Rush Clothing Pty Ltd registered to give out work on contract for 12 months from 08/10/2004.

<i>Case No</i>	<i>Description of Document</i>
<b>07261/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Deere Clothing Pty Ltd registered to give out work on contract for 12 months from 21/10/2004.
<b>07397/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. RT Clothing Pty Ltd registered to give out work on contract for 12 months from 22/10/2004.
<b>07459/2004</b>	AWARD VARIATION Award varied. Cl. 12 Meal Money, Cl. 35 Disability Allowance, Sch. 1 Wages, Sch. D Training Wage Arrangements Schedule re SWC 2004. Oupdate ppc 01/12/2004.
<b>07556/2004</b>	CLOTHING TRADES APPL FOR REG Board of Reference. T H L Tran Pty Ltd registered to give out work on contract for 12 months from 28/10/2004.
<b>00032/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Marino Monograms Pty Ltd registered to give out work on contract for 12 months from 19/01/2005.
<b>00674/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Image Wear registered to give out work on contract for 12 months from 02/02/2005.
<b>01025/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Phuong Kinh Nguyen registered to give out work on contract for 12 months from 17/02/2005.
<b>04359/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Brandmode Pty Ltd registered to give out work on contract for 12 months from 22/06/2005.
<b>04360/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Impulse Boutique registered to give out work on contract for 12 months from 22/06/2005.
<b>04829/2005</b>	AWARD VARIATION Award varied. Cl. 35 Disability Allowance, Sch. 1 Wages, Sch. D Training Wage Arrangements re SWC 2005. Oupdate ppc 15/08/2005.
<b>06118/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Penny Mitchell registered to give out work on contract for 12 months from 13/09/2005.
<b>07184/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. PDR Sport Pty Ltd registered to give out work on contract for 12 months from 20/07/2005.
<b>07573/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Benson Clothing registered to give out work on contract for 12 months from 07/11/2005.
<b>07576/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Bull Rush Clothing Pty Ltd registered to give out work on contract for 12 months from 02/11/2005.
<b>07730/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. RT Clothing Pty Ltd registered to give out work on contract for 12 months from 15/11/2005.

<i>Case No</i>	<i>Description of Document</i>
<b>07864/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Deere Clothing Pty Ltd registered to give out work on contract for 12 months from 18/11/2005.
<b>08824/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. T.H.L. Tran Pty Ltd t/as Young & Old Clothing registered to give out work on contract for 12 months from 24/03/2006.
<b>08825/2005</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Polo Plus Pty Ltd registered to give out work on contract for 12 months from 22/12/2005.
<b>00785/2006</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Image Wear registered to give out work on contract for 12 months from 07/02/2006.
<b>00788/2006</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Marino Monograms Pty Ltd registered to give out work on contract for 12 months from 08/02/2006.
<b>01030/2006</b>	CLOTHING TRADES APPL FOR REG Board of Reference. N&P International Pty Ltd registered to give out work on contract for 12 months from 27/02/2006.
<b>03421/2006</b>	AWARD VARIATION Award varied. Sch. 1 Wage Rates, Sch. 6 Supported Wage Provisions re Remuneration Minimum Standard. Oupdate ppc 17/04/2006.
<b>04571/2006</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Brandmode Pty Ltd registered to give out work on contract for 12 months from 04/07/2006.
<b>04703/2006</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Penny Mitchell registered to give out work on contract for 12 months from 13/09/2006.
<b>04730/2006</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Impulse Boutique registered to give out work on contract for 12 months from 04/08/2006.
<b>05066/2006</b>	AWARD VARIATION Award varied. New Cl. 5.6 Safety Net Adjustments; New Cl. 5.7 Economic Incapacity Applications; Sch. 1 Wages; Sch. 7 Training Wage Arrangements re General Application to Review Award Wages 2006. Oupdate ppc 15/08/2006.
<b>00108/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. RT Clothing Pty Ltd registered to give out work on contract for 12 months from 09/01/2007.
<b>00128/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Benson Clothing registered to give out work on contract for 12 months from 11/01/2007.
<b>01008/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Marino Mongrams Pty Ltd registered to give out work on contract for 12 months from 28/02/2007.

<i>Case No</i>	<i>Description of Document</i>
<b>02000/2007</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 6 Supported Wage Provisions re Minimum Standard for Remuneration. Update ppc 02/03/2007.
<b>02226/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Young & Old Clothing registered to give out work on contract for 12 months from 13/04/2007.
<b>02230/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Polo Plus Pty Ltd registered to give out work on contract for 12 months from 16/04/2007.
<b>02793/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Image Wear registered to give out work on contract for 12 months from 24/05/2007.
<b>03460/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Penny Mitchell registered to give out work on contract for 12 months from 13/09/2007.
<b>03846/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Brandmode Pty Ltd registered to give out work on contract for 12 months from 23/07/2007.
<b>04123/2007</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2007 & Minimum Standard. Updates ppc 15/08/2007, 01/10/2007 & 01/01/2008.
<b>04661/2007</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Thanh Yen Sewing registered to give out work on contract for 12 months from 18/09/2007.
<b>00034/2008</b>	AWARD REVIEW S99 Award varied. Sch. 1 Wages re insertion of State Minimum Award Wage. Updates 01/01/2008 & 08/04/2008.
<b>00962/2008</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Benson Clothing registered to give out work on contract for 12 months from 15/02/2008.
<b>01621/2008</b>	CLOTHING TRADES APPL FOR REG Board of Reference. RT Clothing Pty Ltd registered to give out work on contract for 12 months from 25/03/2008.
<b>01732/2008</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Marino Mongrams Pty Ltd registered to give out work on contract for 12 months from 28/03/2008.
<b>02997/2008</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Image Wear registered to give out work on contract for 12 months from 24/05/2008.
<b>03732/2008</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Tat Dung Nguyen registered to give out work on contract for 12 months from 13/06/2008.

<i>Case No</i>	<i>Description of Document</i>
<b>04161/2008</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Brandmode Pty Ltd registered to give out work on contract for 12 months from 23/07/2008.
<b>05399/2008</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Penny Mitchell registered to give out work on contract for 12 months from 13/09/2008.
<b>05720/2008</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2008. Oupdate ppc 01/10/2008.
<b>02415/2009</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Marino Mongrams Pty Ltd registered to give out work on contract for 12 months from 28/03/2009.
<b>03282/2009</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Image Wear registered to give out work on contract for 12 months from 24/05/2009.
<b>03526/2009</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Benson Clothing registered to give out work on contract for 12 months from 05/06/2009.
<b>03527/2009</b>	CLOTHING TRADES APPL FOR REG Board of Reference. RT Clothing Pty Ltd registered to give out work on contract for 12 months from 23/04/2009.
<b>04546/2009</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Brandmode Pty Ltd registered to give out work on contract for 12 months from 23/07/2009.
<b>04704/2009</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Tat Dung Nguyen registered to give out work on contract for 12 months from 10/07/2009.
<b>05281/2009</b>	CLOTHING TRADES APPL FOR REG Board of Reference. Penny Mitchell registered to give out work on contract for 12 months from 13/09/2009.
<b>05642/2009</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2009. Oupdate ppc 01/10/2009.
<b>02325/2010</b>	AWARD REVIEW S99 Review as to possible rescission of Award completed. Award to continue, NOT rescinded.
<b>05845/2010</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Cl. 6.2.7 Meal Allowance, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2010. Oupdate ppc 06/12/2010.

<i>Case No</i>	<i>Description of Document</i>
<b>4240/2011</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2011. Oupdate ppc 01/10/2011.
<b>2756/2012</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2012. Oupdate ppc 01/07/2012.
<b>3034/2013</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2013. Oupdate ppc 01/07/2013.
<b>4500/2014</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2014. Oupdate ppc 01/07/2014.
<b>3708/2016</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re MSR 2015 & 2016. Oupdates ppc 01/07/2015 & 01/07/2016.
<b>3390/2017</b>	AWARD VARIATION Award varied. Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re MSR 2017. Oupdate ppc 01/07/2017.
<b>4405/2018</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2018. Oupdate ppc 01/07/2018.
<b>ET-19-01422</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2019. Oupdate ppc 01/07/2019.
<b>ET-19-00748</b>	S99 REVIEW OF AWARD Award varied. Cl. 1.6 Definitions, Cl. 1.8 Anti-Discrimination, Cl. 3.2 Dispute Settlement Procedure, Cl. 3.3 Board of Reference, Cl. 4.5 Apprentices and Unapprenticed Juniors, Cl. 4.7 Redundancy, Cl. 4.8 Transmission, Cl. 5.7 Economic Incapacity Applications, Cl. 11.3 Right of Entry, Sch. 1 Wages, Sch. 3 Contract Work, Sch. 4 Outworkers, Sch. 5 Registration of Employers, Sch. 6 Supported Wage Provisions (cl.S6.5 Lodgement of an Assessment Instrument), Sch. 7 Training Wage Arrangements (cl.S7.5 Definitions, cl.S7.10 Dispute Settlement Over Traineeship Schemes). Oupdate 01/10/2019.
<b>ET-21-00552</b>	AWARD VARIATION Award varied. Cl. 5.6 Safety Net Adjustments, Cl. 5.7 Economic Incapacity Applications, Sch. 1 Wages, Sch. 6 Supported Wage Provisions, Sch. 7 Training Wage Arrangements re SWC 2020. Oupdate ppc 01/07/2020.