Clothing Trades Award 1973

1. - TITLE

This award shall be known as the "Clothing Trades Award 1973" and shall replace Award Nos. 6 to 10 of 1933, as amended and Award No. 12 of 1937, as amended.

2. - ARRANGEMENT

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3. - SCOPE

This award shall be binding on all employees employed in the callings mentioned in Clause 18.- Wages and pursuant to Clause 24.- Payment by Results of this award in the clothing industry carried out by the employers respondent hereto, and on all employers employing those employees, but shall not apply to any employee bound by an award of the Commonwealth Conciliation and Arbitration Commission.

4. - AREA

This award shall have effect throughout the State of Western Australia.

5. - TERM

The term of this award shall be for a period of one year form the date hereof.

6. - DEFINITIONS

(1) "Examiner" means an employee required to examine for faults in the construction of any garment or part of the garment made by other employees. Provided that the term does not include an employee who incidental to his or her main function, examines the work of a preceding employee in a sectionalised process of operation.

(2) "Timework" means work performed other than under any system of payment by results specified in Clause 24. - Payment by Results of this award.

(3) "Utility machinist" means a machinist who, from time to time performs production work on one or more machines other than the one or ones on which she is constantly engaged. The term does not include a female employee who, as part of the same function operates more than one machine.

(4) "Tradespeople" will cover cutters, tailors and tailoresses, trimmers marking and/or cutting out linings or trimmings, fitters up and/or shapers, hand blockers in headwear, and in addition classification 45(a).

7. - CONTRACT OF SERVICE

(1) Except in the case of a casual employee and as hereinafter provided the contract of service shall be by the week and shall be terminated by one week's notice on either side. Such notice may be given at any time within working hours and any day upon which notice is given before 10.00 a.m. shall be regarded as a full day for the purpose of this clause.

(2) In the event of an employer or employee failing to give the required notice one week's wages shall be paid by the employer or forfeited by the employee.

(3) When the employment is terminated by the employer, or by the employee in accordance with subclause (1) of this clause, the employer shall upon the date of such termination, pay the employee all moneys due.

(4) In the event of the work of the factory or section of the factory or workshop being stopped by a breakdown of machinery, or for any cause for which the employer cannot reasonably be held responsible other than on account of lack of orders and/or a shortage of material, any employee other than a casual employee who presents himself for work shall be found work for that day or paid one day's wages in lieu thereof, but the employer may, when such causes occur, give notice to an employee that his services will not be required on the following day or days, and the employee shall not be entitled to any further payment in respect of any further days that he/she is out of employment by reason of such causes.

(5) On any day upon which an employee cannot be usefully employed because of any strike or lockout by any persons whatsoever, or, any failure or lack of power arising away from the premises of the employer, or any restriction or shortage of power for which the employer cannot justly be held responsible, an employee other than a casual employee who is required to attend for work and does so attend on that day shall be paid a minimum of two hours' pay at ordinary rates, and if required to perform work or remain at work for longer than two hours, payment shall be made at ordinary rates for all time standing by the time worked.

(6) Notwithstanding anything contained in subclause (1) of this clause, during the first fortnight of the employment the services of an employee may be terminated by the giving of one hour's notice on either side or, as the case may be, by the payment or forfeiture of one hour's pay in lieu of notice. Provided that, after the first day and during the balance of the fortnight of the employment, where on any day the employer terminates the services of an employee, other than for misconduct, he/she shall be required to pay the employee not less than one day's pay for that day.

(7) No employee shall, without just cause be absent from his or her employment during the prescribed hours whilst there is work ready to be done by such employee and must be available, ready and willing on the days and during the hours fixed by this award.

(8) An employee not attending for duty shall, except as provided in Clause 15 - Absence through Sickness, lose his pay for the actual time of such non-attendance.

(9) (a) Where an employer terminates the employment of an employee within fourteen days of the day on which a holiday prescribed in Clause 13 - Holidays occurs, and such employee is re-engaged within a period of one month after that holiday, the employee shall be paid for the holiday, but only if he/she has been employed by the employer for a period of at least one week prior to the termination of employment.

(b) Notwithstanding the provisions of paragraph (a) hereof, should the employment of an employee be terminated by the employer, through no fault of the employee , on or after the last working day of the last pay period in November or within fourteen working days prior to Good Friday such employee shall be paid for each holiday prescribed in Clause 13 - Holidays, occurring during the Christmas - New Year period and at Easter time in the same manner as he/she would have been entitled to payment had the employment not been terminated by only if he/she had been employed by the employer for a period of at least three months prior to the termination of employment.

(c) On or prior to pay day, the employer shall state to each employee in writing details of the payment to which he or she is entitled, the amount of each deduction made therefrom and the net amount being paid to him or her.

(10) An employee shall be paid all wages due to that employee in full during the ordinary working hours within two working days following the termination of the working week. Monies due shall include a payment in lieu for any time which may have accrued in accordance with an arrangement pursuant to subclause (5) of Clause 9. - Hours of Work. All wages due in full may be made in the form of a direct transfer into a bank or financial institution nominated by the employee. Such transfer shall be no later than during the forenoon of the second work day following the termination of the working week. On or prior to pay day, the employer shall state to each employee in writing details of the payment to which the employee is entitled, the amount of each deduction made therefrom and the net amount being paid to that employee.

(11) Nothing contained in this clause shall affect the right of an employer to dismiss an employee, without notice, for misconduct.

(12) Notwithstanding the provisions of this clause an employer may depart from the provisions of this clause in accordance with an agreement reached pursuant to Clause 34. - Enterprise Flexibility of this award.

(13) An employer bound by this award may direct an employee to carry out such duties as are within the limits of that employee's skill, competence and training.

8. - PART TIME EMPLOYEES

(1) An employer may employ a part time employee on a weekly basis in accordance with Clause 7. - Contract of Service of this award.

(2) For the purposes of this clause a part time employee is a person who, owing to the requirements of the job on which such person is employed, is employed for less than 38 hours per week, or owing to the requirements of the employee, chooses to accept work for less than 38 hours per week.

(3) An employer shall pay a part time employee 1/38 of the award wage for their classification per hour.

(4) An employer shall apply all the provisions of this award to a part time employee, including the provisions of Clause 13. - Holidays, Clause 14. - Annual Leave and Clause 15. - Absence Through Sickness of this award on a pro rata basis according to the number of hours worked by the employee.

(5) An employer may employ a part time employee within the ordinary spread of hours applicable to full time employees; where such part time employee is employed a time outside the ordinary spread of hours , the hourly rate (exclusive of the 25 per cent loading, if paid) shall be increased in accordance with Clause 12. - Overtime of this award.

For example, in the case of a part time employee who works overtime for one hour from 6.00pm to 7.00pm on a week night, the calculation of this payment is as follows:

$$\frac{(\text{Award Wage})}{(\times 1.5)}{(38)} + \frac{(\text{Award Wage})}{(\times 33\,{}^{1}/_{3}\%)}{(38)}$$

(6) An employer shall pay a part time employee employed under a payment by results system in accordance with Clause 24. - Payment By Results of this award, but in no case shall any part time employee be paid less than so much of the award wage for their classification as is proportionate to the time worked by them.

(7) An employer shall calculate the payment or deduction of payment in lieu of notice, the entitlement to severance pay, the entitlement to annual leave and the entitlement to sick leave provided by this award or a proportionate basis. The basis for this calculation shall be the average weekly number of hours worked by the part time employee during the preceding 12 months or if there is not a 12 month period of employment then the average of the actual hours worked during the period of employment.

(8) An employer shall grant a part time employee the holidays provided in Clause 13. - Holidays of this award where such holiday falls on a day that the part time employee would normally have worked. An employer shall pay a part time employee for the number of hours he or she would normally have worked on that day.

(9) An employer shall not require a part time employee to attend for duty more than once on any one day.

9. - HOURS OF WORK

(1) (a) The ordinary hours of duty shall not exceed thirty eight in any one week to be worked within five days, Monday to Friday inclusive subject to the terms of subclause (9) of this clause. The spread of hours shall be between 7.00 a.m. and 6.30 p.m. but no employee shall be rostered for duty in excess of eight hours without payment of overtime unless an arrangement has been made in accordance with the provisions of this subclause.

(b) A spread of hours, other than that herein prescribed, and the number of hours in excess of eight on any day which may be worked without the payment of overtime, may be agreed upon by the employer and the employees concerned and assented to by the union in writing or as approved by the Commission.

(2) Where an employee is employed in a retail store he/she may be rostered for ordinary duty on five and a half days of the week at ordinary rates of pay within the hours prescribed from time to time by the Shop Assistant (Metropolitan) Award.

(3) Any employee , other than a casual employee , who is employed in a retail store on a five and a half day week basis shall be paid such additional rates for work performed on Saturday as is prescribed from time to time by the Shop Assistants (Metropolitan) Award. Provided that any employee who has completed his ordinary hours of duty by Friday of each week shall not be entitled to the additional rates for Saturday work but shall be paid overtime rates in respect of all work performed on a Saturday.

(4) Except in the case of an emergency the employer shall give one week's notice of any alteration to the starting and ceasing times of the ordinary hours of duty.

(5) Subject to limitations prescribed in subclause (1)(a) of this clause, where the employer and a majority of employees agree the ordinary hours of work may be arranged by any one of the following methods:-

(a) By working shorter hours in one or more days of a week.

(b) Fix 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.

(d) Where the employees are entitled to a rostered day off in accordance with paragraph 2 or 3 hereof, the employer shall notify such employee not less than 4 weeks in advance of the weekday he or she shall take off. Where an employee has not accumulated a full day's entitlement when a rostered day off occurs such employee shall for that day receive payment for actual time accrued.

(e) Where the employer and employees agree, rostered days off may accumulate to a maximum of 7 days which shall be taken in one continuous period within one month of such accrual.

(f) Where arrangement is made in accordance with this clause starting and finishing times and the daily and weekly hours so determined shall constitute the ordinary working hours and work performed outside or in excess of such times and hours will constitute overtime for the purpose of this award.

(g) (i) An employer with the agreement of the majority of employees concerned may substitute the day an employee is to take off in accordance with an arrangement pursuant to this subclause for another day in the case of a breakdown of machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

(ii) An individual employee, with the agreement of his or her employer may substitute the day she is to take off for another day.

(h) In the event of a dispute in relation to the implementation of a 38-hour week the matter shall be referred to the Commission for determination.

(6) Shift Work:

Notwithstanding anything elsewhere contained in this Award adults may be employed on a weekly afternoon shift basis subject to the following conditions where agreement to so work has been reached between the Union and the employer concerned.

(a) For the purpose of this subclause "afternoon shift" shall mean a shift finishing after 5.00 p.m. but not later than 11.30 p.m.

(b) Part-time employees may be employed to work on afternoon shift for a lesser number of hours per week than 38.

(c) Part-time employees employed under subclauses (1) and (2) above shall be subject to the terms and conditions of Clause 23.

(d) An employee when working afternoon shift shall in addition to that employee's ordinary rate of pay be paid in respect of each hour an amount equivalent to 22.5 per cent of the rate applicable to the work performed.

(e) Any time worked by a shift employee in excess of eight hours in any one day or 38 hours in any one week shall be paid for at the penalty rates as prescribed in Clause 12 of this Award provided that the number of hours worked on any day may exceed 7.6 hours without payment of overtime if such hours are agreed upon by the employers and the employees concerned and assented by the Union in writing.

(f) For a shift greater than five hours' duration, twenty minutes shall be allowed to employees on an afternoon shift for a break which shall be counted as time worked and which shall be arranged at a convenient time as near as practicable to the middle of the shift.

(g) For a shift of 5 hours or less duration, 15 minutes shall be allowed to employees on an afternoon shift for a break which shall be counted as time worked and which shall be arranged at a convenient time as near as practicable to the middle of the shift.

(h) In the case of absenteeism or other emergency situation, an employee who is not usually engaged on an afternoon shift basis, and who is required to work shift work on a temporary basis, shall in addition to the employee's ordinary rate of pay, be paid 1/38th of the rate prescribed in paragraph (d) hereof, for each hour worked on any afternoon shift. Provided any time worked on any afternoon shift on that day by an employee who had already completed a shift on that day shall be paid for at the overtime penalty rates prescribed by Clause 12. - Overtime of this Award.

(i) An employee being recalled to work overtime in accordance with paragraph (h) hereof after leaving the employer's business premises shall be paid a minimum of four hours' work at the appropriate overtime rate for each time the employee is so recalled.

(j) When an employee working overtime or on a shift in accordance with paragraphs (h) or (i) hereof, for which the employee has not been regularly rostered finishes work at a time when the employee's usual or other reasonable means of transport is not available, the employer shall provide the employee with conveyance to the employee's home or pay the employee ordinary wages for the time reasonably occupied in reaching the employee's home.

(k) In relation to the matter of transfers between afternoon shift and ordinary working hours, the employer shall give preference to all employees who have notified in writing to the employer their desire for such transfer.

Provided that the employer shall be excused from the obligation to give preference in accordance with this paragraph in the case of any particular vacancy situation where the employer has reasonable grounds to believe (and does believe) that the employee/s desirous of transfer are unsuitable for performing the duties of that vacant position.

(7) Notwithstanding the provisions of this clause, an employer may depart from the provisions of this clause in accordance with an agreement reached pursuant to Clause 34. - Enterprise Flexibility of this award.

10. - MEAL INTERVAL

(1) Except as provided in this clause an interval of not more than one hour and not less than forty five minutes shall be allowed for the mid-day meal interval, Monday to Friday inclusive provided that the duration of the interval may be reduced to not less than 30 minutes where the employer and the majority of his employees so agree.

(2) The meal interval shall be observed between the hours of 11.30 a.m. and 2.30 p.m.

(3) When an employee is required for duty during his usual meal time and his meal time is thereby postponed for more than half an hour he/she shall be paid at overtime rates until the meal break is allowed.

11. - REST PERIOD

Employees shall be entitled to two daily rest periods of ten 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 periods the employees may leave their seats but not the premises.

12. - OVERTIME

(1) All time worked by an employee in excess of thirty eight hours in a week or in excess of his or her normal number of daily hours or outside the daily spread of hours prescribed in Clause 9. - Hours of Work of this award shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Each day shall stand alone for the purpose of calculating overtime.

(2) All time worked on Saturday after 12 noon or on Sunday shall be paid for at the rate of double time.

(3) An employee paid under any system of payment by results when working overtime shall be paid in addition to the ordinary earnings paid under such system for work done in excess time, such sum per hour as is equivalent to the weekly wage divided by seventy six. Provided that for work in excess of two hours overtime on any day such sum per hour as is equivalent to the weekly wage divided by thirty eight shall be paid in addition to ordinary earnings.

(4) An employee required to work for more than one hour after the usual ceasing time or beyond 6.00 p.m. (whichever is the later) on any day, Monday to Friday inclusive shall be paid meal money of $8.35 for the purchase of any meal required.

(5) Notwithstanding anything hereinbefore contained an employee who is required to work for longer than one and a half hours after the usual ceasing time shall be allowed no less than thirty minutes meal break. Provided that this subclause shall not apply to an employee on any day where there is an early ceasing time, unless a total of five and a half hours or more inclusive of overtime is to be worked following the midday meal interval.

(6) (a) Notwithstanding anything contained in this award an employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

(b) No organisation, party to this award or employee or employees covered by this award, shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(7) Notwithstanding the provisions of this clause, an employer may depart from the provisions of this clause in accordance with an agreement reached pursuant to Clause 34. – Enterprise Flexibility of this award.

13. – HOLIDAYS

(1) (a) The following days, or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely, New Year’s Day, Australia Day,Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign’s Birthday,

Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in this sub-clause.

(b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday, the holiday shall be observed on the next succeeding Monday, and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(2) On any public holiday not prescribed as a holiday under this award the employer's establishment or place of business may be closed in which case an employee need not present him/herself for duty and payment may be deducted but if work be done ordinary rates of pay shall apply.

(3) (a) Work done on any day prescribed as a holiday in sub-clause (1) of this clause shall be paid for at the rate of double time and one half.

(b) Any employee engaged under any system of payment by results and who works on any holiday prescribed in sub-clause (1) of this clause shall for all time worked on that day be paid his ordinary earnings under such system of payment by results, and in addition an amount calculated on the basis of time and one half of the ordinary rate for the class of work being performed.

(c) Should the rostered day off agreed to in accordance with an arrangement pursuant to subclause (5)(1)(a) of Clause 9. – Hours of Work, fall on a public holiday the employer shall allow the employee to take the day off on the working day next following.

(d) Provided that any period of unpaid leave in excess of four weeks, shall not be deemed to be service and the employee shall not be entitled to payment for any holidays falling within this period of leave.

(4) The provisions of this clause shall not apply to casual employees.

14. – ANNUAL LEAVE

(1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with that employer.

(2) (a) During a period of annual leave an employee shall receive a loading of 17 ½ percent calculated on the award rate of wage prescribed by Clauses 18. – Wages, 21. – Junior Employees and 22. – Location Allowances of this award for the occupation in which the employee was ordinarily employed immediately prior to commencement of his leave. The loading shall be applicable to both time employees and payment by result employees.

(b) The loading prescribed under paragraph (a) hereof is payable when services terminate in the following circumstances and not otherwise:-

(i) In respect of any untaken part of a full entitlement to annual leave for which payment in lieu is made; or

(ii) In respect of any uncompleted twelve months' period, for which proportionate leave on termination is payable, if services are terminated by the employer, through no fault of the employee, after the 25th August in any year, or in the case of an employee who would not normally be taking any annual leave over the Christmas/New Year period if such termination by the employer is within four calendar months of the date the employee would normally have taken his or her annual leave.

(3) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid

(4) (a) An employee whose employment terminates after he/she has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave. Should he/she have given service beyond that qualifying period such leave shall be paid as set out in subclause (5)(a) unless –

(i) he has been justifiably dismissed for misconduct; and

(ii) the misconduct for which he/she has been dismissed occurred prior to the completion of that qualifying period.

(5) (a) If after one month's continuous service in any qualifying twelve monthly period, an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.93 hours pay at the rate of wage prescribed by Clauses 18 and 22 in respect of each completed week of continuous service.

(b) Except as provided in paragraph 2(b) of this clause, the loading prescribed in that subclause shall not apply to proportionate leave on termination.

(c) In calculating the period of twelve month's continuous service, any absence (other than long service leave) shall not, except to the extent of not more than twenty-five days in a twelve monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months continuous service.

(6) In the event of an employee being employed by an employer for portion only of a year, he/she shall only be entitled subject to subclause (4) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other employees he/she shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.

(7) An employee who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(8) Subject to subclauses (9) and (10) hereof, annual leave shall be taken at a time fixed by the employer within a period not exceeding three months from the date when the right of annual leave accrued and after not less than three months notice to the employee.

(9) In special circumstances and by mutual consent of the employer, the employee and Union concerned, annual leave may be taken in not more than three periods.

(10) (i) Notwithstanding the provisions of this clause an employer who observes a Christmas closedown for the purpose of granting annual leave may require an employee to take his annual leave in not more than three periods but no such periods shall be less than one week and at least three months notice of the requirement to take leave shall be given in each case. In any establishment where 75% of employees agree, and with the consent of the Union, the period of closedown may be extended and all employees stood down without pay for a further period of not more than two days.

(ii) Any employee who has qualified for full entitlement of annual leave, and has also completed further weeks of continuous service shall be allowed his or her leave paid for 2.93 hours in respect of each completed week of continuous service performed since the closedown of the employees last twelve monthly qualifying period.

(11) Where an employee under any system of payment by results takes annual leave such leave shall be at the relevant time rate provided that –

(a) for each week or part thereof of annual leave to which he/she is entitled the employee shall 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 shall be calculated on a forty week qualifying period and applied to ordinary hours only in respect of any incentive scheme based on production during the "qualifying period of employment" in each year.

(b) The "qualifying period of employment" shall mean –

(i) In the case of an employee taking annual leave at 10iveting10, the period of forty 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 shall also apply to the second or third period.

(ii) In the case of an employee taking annual leave at any other time, the first forty consecutive weeks in the twelve months immediately preceding the date of the taking of annual leave.

(iii) Where an employee is not employed during the whole of the "qualifying period", he/she shall still be eligible for such additional payment but the average shall be calculated on the period of employment falling within the said forty consecutive weeks.

(c) 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 shall be excluded from the calculation of average incentive payment earned.

(d) Payment of any bonus or incentive in respect of "unrated work" shall be regarded as payment in respect of an incentive scheme for the purpose of paragraph (a) hereof.

(e) In calculating the average incentive payments earned, all amounts paid in respect of overtime, shift work or penalty rates shall be excluded.

(f) The additional payment as specified in paragraph (a) hereof shall not apply to an employee receiving pro rata payment in lieu of annual leave on termination of employment with less than twelve months' service in any twelve monthly qualifying period for annual leave except in the case where an employee with more than six months' services with an employer is terminated by the employer, other than for misconduct, or where an employee terminates during the year on account of personal illness, substantiated by a medical certificate or where an employee terminates on the day that the factory closes down for annual leave.

(12) An out worker shall be paid for annual leave prescribed by this award which occurs during the period of his employment, such payment to be on a pro rata basis in proportion to the amount his aggregate earnings bear to the annual time rate earnings of an indoor employee doing similar work, payable on termination of employment or annually. Provided that such payment shall not exceed the total amount to which such indoor employees are entitled to annually.

(13) The provisions of this clause shall not apply to casual employees.

(14) Notwithstanding the provisions of this clause, an employer may depart from the provisions of this clause in accordance with an agreement reached pursuant to Clause 34. – Enterprise Flexibility of this award.

15. – ABSENCE THROUGH SICKNESS

(1) (a) An employee who is unable to attend or remain at his place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.

(b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.

(c) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

(2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.

(3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within twenty four hours of the commencement of the absence.

(4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate. Provided that where a female employee is regularly absent because of menstrual disorder it shall be sufficient for the employer to require the production of a medical certificate with respect to such absence no more than once in any twelve months.

(5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.

(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he/she produces a certificate from a registered medical practitioner that he/she was so confined.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 14 – Annual Leave.

(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 14. – Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the employee at the date of transmission from service with the

12iveting12er shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the employees' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.

(8) The provisions of this clause do not apply to casual employees.

(9) An employee employed under any system of payment by results and entitled to sick leave under the provisions of this clause shall be paid at the time-work rate applicable to the classification in which he/she is employed.

16. – BEREAVEMENT LEAVE

An employee shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary day's work. Proof of such death shall be furnished by the employee to the satisfaction of the employer if he/she so requests.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

17. – LONG SERVICE LEAVE

The Long Service Leave provisions published in Vol. 59 of the Western Australian Industrial Gazette, at pages 1 to 6 inclusive are hereby incorporated in and shall be deemed to be part of this award.

18. – WAGES

A The rates of pay in this Award have been broadbanded as an interim step towards the introduction of a new skills based classification structure.

This interim broadbanding arrangement is a measure designed to assist the future effective implementation of skills based classification structures presently under development. The interim arrangements will provide a basis for employers, unions and employees, to examine and introduce work arrangements which eliminate impediments to multiskilling and broadbanding the range of tasks which employees may be required to carry out.

Subject to the provisions of Clause 26 of this Award, employees of the classifications set out in Clause 18 hereof shall be paid the weekly Award Rates set opposite those classifications hereunder and provided that the Award Rates as then applying shall have the further minimum rates adjustments prescribed hereunder added at the time prescribed hereunder.

B BROADBANDED RATES

Wage Band Number	Base Rate per week$	Supplementary Payment per week$	Award Rates per week 1st pay period commencing on or after 15/5/92$
1A	299.50	25.90	325.40

1B	314.30	27.80	342.10
2A	322.00	31.40	353.40
2B	326.30	27.10	353.40
3A	334.00	30.60	364.60
3B	345.70	39.80	385.50
4	358.30	58.90	417.20
5	376.30	82.60	458.90

The above Supplementary Payment column includes the following total minimum rates adjustments (MRA) and the difference between the base rate of the Federal Clothing Trades Award 1982 as at 15/5/92 and the result of subtracting the total MRA adjustments from the award rate effective on 15/5/92 in this Award.

Wage Band Number	1st MRA per week(15/5/91)$	2nd MRA per week(15/11/91)$	3rd & Final MRA per week(15/5/92)$	Total MRA per week$
1A	4.90	7.30	7.40	19.60
1B	5.10	7.70	7.90	20.70
2A	5.50	8.30	8.60	22.40
2B	3.80	5.80	5.90	15.50
3A	5.20	7.70	7.90	20.80
3B	8.50	12.80	13.10	34.40
4	12.70	19.10	19.60	51.40
5	19.30	29.00	29.70	78.00

(a) Order Tailoring for Males:

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

No.	Classification	Wage	Band No.
1.	Cutter, marking in and/or cutting out ….....		5
2.	Trimmer marking in and/or cutting out linings or trimmings		3B
3.	Fitter up and/or shaper		3B
4.	Head of a table or bench of machines, in charge of four or more persons	$10.00	
	above appropriate machinist rate	$10.00	
5.	Tailor or tailoress employed in making and/or altering coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by an order tailor ….....		4
6.	Coat maker engaged on three of any of the following operations: (a) Canvassing fore-parts by hand; (b) Basting-under and basting-out facings by hand;		

	(c)	Inserting pads, basting on under-collars and basting-in sleeves for try-on;	
	(d)	Hand felling top collars	
	(e)	Basting-in sleeves by hand and working sleeve heads ….....	3B
7.		Employees employed making and/or altering by hand or by machine any part of a dress coat, tuxedo, frock coat, dinner jacket, or body coats of all descriptions ….....	3B
8.		Coat table hand or coat machinist	2B
9.		Trouser table hand or trouser machinist	2A
10.		Vest table hand or vest machinist	2A
11.		Embosser, embroiderer, cornelli employee	2B
12.		Presser pressing off and/or under-pressing …	3A
13.		Examiner examining for faults in construction	3B
14.		All others not herein classified	1A

(b) <u>Order Tailoring for Females</u>

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

15.		Cutter, marking in and/or cutting out	5
16.		Trimmer marking in and/or cutting out linings or trimmings	3B
17.		Fitter up and/or shaper	3B
18.		Head of a table or a bench of machines, in charge of four or more persons above appropriate machinist rate	$10.00 $10.00
19.		Tailor or tailoress employed in making coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by an order tailor …...	4
20.		Coat maker engaged on three of any of the following operations:	
	(a)	Canvassing fore-parts by hand;	
	(b)	Basting-under and basting-out facings by hand;	

	(c) Inserting pads, basting on under-collars and basting-in sleeves for try-on;	
	(d) Hand felling top collars	
	(e) Basting-in sleeves by hand and working sleeve heads ….....	3B
21.	Coat table hand or coat machinist	2B
22.	Skirt maker and/or machinist	2A
23.	Outer leg wear maker and/or machinist	2A
24.	Embosser, embroiderer, cornelli employee	2B
25.	Presser pressing off and/or under-pressing …	3A
26.	Examiner examining for faults in construction	3B
27.	All others not herein classified	1A

(c) Ready Made Clothing for Males

The provisions contained in this group shall not apply to the making of cardigans, pullovers and knitted swimsuits in establishments of employers wherein the principal business of such employer consists of the knitting of materials and the making of garments so knitted.

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of all male outer garments of any description (including dressing gowns) excepting those specified in Groups A and I shall be as follows:

28.	Cutter, laying up and/or marking in and/or using marker lay and/or cutting out	4
29.	Die cutter in cutting room	4
30.	Trimmer marking in and/or cutting out linings or trimmings	3B
31.	Fitter up and/or shaper	3B
32.	Head of a table or a bench of machines, in charge of four or more persons $7.10 above appropriate machinist rate.	$7.10
33.	Tailor or Tailoress	4
34.	Alteration or repair hand (tailor or tailoress)	4
35.	Alteration hand (other than tailor or tailoress) in retail establishment	3A
36.	Coat table hand or coat machinist	2B
37.	Trouser table hand or trouser machinist	2A
38.	Vest table hand or vest machinist	2A
39.	Presser pressing off and/or under pressing garments other than the garment which the employee is making	3A
40.	Durable crease setters and/or sprayers	2B
41.	Seam presser and/or seam opener by machine or by hand ….....	2A
42.	Canvas fuser and/or air operated fusing machine operator other than on a Hoffman type press ….....	2A
43.	Embosser, embroiderer, cornelli employee	2B
44.	Proofer	2A

45.	Examiners, examining for faults in construction: (i) (ii)	 3B 2B
46.	Brusher and folder	2A
47.	Hand sewer of buttons, hooks eyes, press studs and the like ….....	2A
48.	Operator, electronic welding machine	1B
49.	Operator of press stud or 16iveting machine	1B
50	Transporter operator, i.e. employee operating console	2B
51.	All others not herein classified	1A

(d) Order Dressmaking

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

52.	Cutter, marking in and/or cutting out	
53.	Head of a table or a bench of machines in charge of four or more persons $10.00 above appropriate machinist rate	$10.00
54.	Table hand or machinist	2B
55.	Presser operating Hoffman type press or hand iron more than 3.63kg (8 lbs.) in weight (not counter-balanced	3A
56.	Presses pressing off and/or underpressing - other	2B
57.	Pleater making patterns and pleating by hand or by machine	3B
58.	Pleater, rolling in by hand or machine and/or inserting pleat into pattern	2A
59.	Embosser, embroiderer, cornelli employee	2B
60.	Fitter-on trying on to a customer unfinished or finished garments	3A
61.	Hand sewers of buttons, hooks, eyes, press studs and the like	2A
62.	All others not herein classified	1A

(e) Ready Made Dressmaking and Ready Made Tailoring for Females

The provisions contained in this group shall not apply to the making of cardigans, pullovers and knitted swimsuits in establishments of employers wherein the principal business of such employer consists of the knitting of materials and the making of garments so knitted.

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of ready made garments or outer wearing apparel for females excepting those specified in Groups B, D and I, which shall include tea, dressing or house gowns, blouses, fronts, collars, collarettes, cuffs and children's garments (other than those included in Group F shall be as follows:

63.	Cutter, marking in and/or cutting out	4
64.	Die cutter in cutting room	4
65.	Trimmer marking in and cutting out linings and/or trimmings	3B
66.	Fitter up and/or shaper	3B
67.	Head of a table or a bench of machines, in charge of four or more persons $7.30 above appropriate machinist rate	$7.30
68.	Tailor or Tailoress	4
69.	Table hand, finisher or machinist including the making garment of fronts, collars collarettes, cuffs or shoulder pads	2B
70.	DELETED	
71.	Embosser, Embroiderer, Cornelli employee	2B
72.	Alteration hand (other than tailor or tailoress) in retail establishment	3A
73.	Presser pressing off and/or underpressing operating Hoffman type press or hand iron more than 3.63 kg (8 lbs.) in weight (not counter-balanced)	3A
74.	Presser pressing off and/or under-pressing - other	2B
75.	Seam presser and/or seam opener by machine or by hand	2A
76.	Durable crease setter and/or sprayer	2B
77.	Pleater making patterns and pleating by hand or by machine	3B
78.	Pleater, rolling in by hand or by machine and/or inserting pleat into pattern	2A
79.	Examiner examining for faults in construction	2B

80.	Hand sewer of buttons, hooks, eyes, press studs and the like	2A
81.	Operator, electronic welding machine	1B
82.	Operator of press stud or riveting machine …	1B
83.	Transport operator i.e., employee operating console	2B
84.	All others not herein classified	1A

(f) Underclothing

The provisions contained in this group shall not apply to establishments of employers wherein the principal business of such employers consists of the knitting of goods and making of garments from goods so knitted.

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of underclothing for females which includes corsets, brassieres, nightgowns, pyjamas, pinafores, and aprons for females, and sunsuits, playsuits, and similar garments for children not exceeding eight years of age shall be as follows:

85.	Cutter, marking in and/or cutting out	4
86.	Die cutter in cutting room	4
87.	Head of a table or a bench of machines, in charge of four or more persons $7.10 above appropriate machinist rate	$7.10
88.	Machinist	2A
89.	Adornment employee	2A
90.	Table hand and/or finisher	2A
91.	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (8 lbs.) in weight (not counter-balanced) ….	3A
92.	Presser and/or ironer – other	2A
93.	Transferer	2A
94.	Examiner examining for faults in construction	2A
95.	Hand sewer of buttons, hooks, eyes, press studs and the like ….....	2A
96.	Transporter operator i.e., employee operating console	2A
97.	All others not herein classified	1A

(g) Whitework

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of

whitework which shall include all descriptions of napery and/or sheets and/or pillow slips and/or pillow shams and/or diapers and/or handkerchiefs and/or towels and/or chenille bedspreads and/or mosquito nets and/or chenille bath mats, ironing board covers and, when made in clothing and whitework factories, toys and/or lamp shades and/or cot covers and/or blankets and/or bedspreads, shall be as follows:

98.	Cutter, marking in and/or cutting out	4
99.	Die cutter in cutting room	4
100.	Head of a table or a bench of machines, in charge of four or more persons $7.10 above appropriate machinist rate	$7.10
101.	Machinist and/or table hand	2A
102.	Transferer and/or adornment employee	2A
103.	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (8 lbs.) in weight (not counter-balanced) ….	3A
104.	Presser and/or ironer – other	2A
105.	Examiner	2A
106.	Dyer and/or bleacher (Chenille)	3A
107.	Vat attendant (Chenille)	2A
108.	Divider of material	2A
109.	All others not herein classified	1A

(h) Collars, Shirts, Ties, Scarves and Pyjamas

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

110.	Cutter, marking in and/or cutting out	4
111.	Die cutter in cutting room	4
112.	Head of a table or a bench of machines, in charge of four or more persons $7.10 above appropriate machinist rate	$7.10
113.	Machinist and/or table hand and/or adornment employee	2A
114.	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (8 lbs.) in weight (not counter-balanced) ….	3A
115.	Presser and/or ironer – other	2A
116.	Fuser	2A
117.	Examiner examining for faults in construction	2A

118.	Transporter operator i.e., employee operating console	2A
119.	All others not herein classified	1A

(i) Industrial Clothing

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

120.	Cutter, marking in and/or cutting out	4
121.	Die cutter in cutting room	4
122.	Head of a table or a bench of machines, in charge of four or more persons $7.10 above appropriate machinist rate	$7.10
123.	Machinist and/or table hand	2A
124.	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (8 lbs.) in weight (not counter-balanced) ….	3A
125.	Presser and/or ironer – other	2A
126.	Examiner	2A
127.	Operator, electronic welding machine	1B
128.	Operator of press stud or riveting machine …	1B
129.	Transporter operator i.e., employee operating console	2A
130.	All others not herein classified	1A

(j) Headwear

The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of any kinds of hats, caps, bonnets, helmets, berets, or any other kind of headwear (except such hats as are made under the provision of the Felt Hatting Award 1977) shall be as follows:

131.	Cutter other than milliner	
132.	Head of a table or a bench of machines, in charge of four or more persons $7.10 above appropriate machinist rate	$7.10
133.	Hand blocker	4
134.	Machine blocker	3A
135.	Helmet maker	2B
136.	Cap maker	2B

137.	Machinist and/or table hand	2A
138.	Model milliner designing original models	3A
139.	Milliner	2A
140.	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (8 lbs.) in weight (not counter-balanced) ….	3A
141.	Presser and/or ironer – other	2A
142.	Operator, electronic welding machine	1B
143.	All others not herein classified	1A

(k) Umbrellas

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

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

(l) Fur Trade

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

151.	Cutter marking in and/or cutting out	5
152.	Head of a table or a bench of machines, in charge of four or more persons $7.10 above appropriate machinist rate	$7.10
153.	Nailer	3A
154.	Fur machinist	3A
155.	Machinist (other than on fur machine) and/or table hand	2B

156.	All others not herein classified	1A

(m) Artificial Flowers and Brushed Silk Emblems

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

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

C BROADBANDING ADJUSTMENT

(1) Any overaward payment applicable at the date of the order of the Western Australian Industrial Relations Commission State Wage Decision 1989 shall be reduced by the amount of difference between the broadbanded rate specified below and the weekly wage rate which applied immediately prior to that order for the classification concerned.

Wage Band Number	Broadbanded Rate Per Week as at 14/3/91 $
1A	288.00
1B	300.70
2A	310.10
2B	316.90
3A	322.60
3B	329.50
4	341.40
5	355.40

(2) The structural efficiency increases specified above shall be added to existing actual rates of pay/base rates of pay for time employees/payment by results employees respectively and shall not be absorbed into any overaward or bonus payment.

1A	10.00
1B	12.50
2A	12.50
2B	12.50
3A	12.50
3B	12.50
4	15.00
5	15.00

D (DELETED)

E STRUCTURAL EFFICIENCY

In consideration of the wage increases resulting from the first structural efficiency adjustment payable employees are to perform a wider rate of duties including work which is incidental or peripheral to their main tasks or functions.

In accordance with the Structural Efficiency Principle the parties agree to the:

(a) acceptance of classification change and new job specifications;

(b) performance of a wider range of duties, including work which is incidental or peripheral to the main tasks or functions;

(c) preparedness of employees to undertake training associated with wider range of duties;

(d) acceptance in principle that with due consultation between the relevant parties there will be no barriers to opportunity for advancement of employees within the award structure or through access to training;

(e) co-operation in the transition from the old structure to the new structure in an orderly manner.

The parties to this Award have agreed that the trialling and test procedures are to be conducted during October 1990.

F SKILL BASED CLASSIFICATION STRUCTURE

The new classification structure shall be trialled in companies, following agreement being reached between the parties.

G ENTERPRISE FLEXIBILITY – WORKING PATTERNS/ARRANGEMENTS

The parties to this Award have agreed to a procedure, consistent with the State Wage Case Decision, to provide for enterprise flexibility in working arrangements and patterns.

Proposed enterprise flexibility in terms of work arrangements/patterns will be trialled in the same companies in which skill structures are to be trialled.

For the purpose of testing, the following procedure will be established:

(a) A committee shall identify matters to be subject to trial, to ensure that working patterns and arrangements enhance flexibility and the efficiency of the industry. Without limiting the opportunities for innovation, the identification of matters should include, but not be limited to pages 9, 10 and 11 of the National Wage Case Decision, August 1989.

(b) Examination of enterprise flexibility shall occur on a joint basis through Consultative Committees established pursuant to the TCF National Consultative Guidelines.

(c) Before any changes to work arrangements or patterns are considered by the Consultative Committee, the Union official, the whole workforce and the section of the workforce affected shall be advised that the changes are to be considered and of the date and time of the consultative committee meeting at which the matter will be subject to initial consideration.

(d) Before any changes to work arrangements or patterns are proposed by the Consultative Committee, the relevant union official, the whole workforce and the section of the workforce affected shall have the opportunity to examine the proposals and to express their views on the desirability of the proposed changes. These views shall be taken into account by the Consultative Committee before they finalise their proposal.

(e) Where the consultative committee makes a proposal relating to work patterns/arrangements, the proposal shall be referred to senior management. Senior management shall consider the matter to the Union for consideration.

(f) No change to existing work patterns/arrangements shall be introduced unless:-

(i) it is a change in relation to a matter which is subject to trial;

(ii) a majority of the workforce affected by the proposed change has endorsed the proposal;

(iii) senior management has endorsed the proposal;

(iv) the union has endorsed the proposal.

(v) All agreed changes to work patterns/arrangements shall be incorporated within a written Agreement, signed for an on behalf of the employer and the Union.

(vi) Each agreement shall be subject to ratification by the W.A. Industrial Relations Commission

(H) PAYMENTS BY RESULTS

The parties have agreed to jointly review and develop the Payment By Results clause. The review shall include, but not be confined to:

(a) the establishment of an appropriate Payment By Results rate or rates,

(b) a review of the extent to which the existing Payment By Results clause is consistent with the effective implementation of the structural efficiency principle.

(c) any other matter the Commission determines is relevant.

18A. – RATES OF PAY POST TRANSITION PERIOD

(1) Subject to the provisions of Clause 26. – Aged, Infirm or Slow Employees of this award, employees in the skill levels set out in subclause (3) of this clause shall be paid the weekly award rate set out opposite those skill levels in subclause (2) of this clause.

(2) **Skill Based Classification Structure**

(a) The following wage schedule will operate on and from the commencement of the first pay period on or after 1 October 2009.

Skill Level	Relativity to Skill Level 4	Base Rate	Supplementary Payment	Arbitrated Safety Net Adjustment	Total Minimum Award Rate
Trainee	78	299.50	25.90	244.30	569.70
1	82	314.30	27.80	244.30	586.40
2	87.4	334.00	30.60	244.30	608.90
3	92.4	345.70	39.80	244.30	629.80
4	100	358.30	58.90	246.30	663.50
5	Na	376.30	82.60	246.30	705.20

(b) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(3) **Skill Levels**

Trainee

Employees at this level:

Shall be new entrants into the industry.

Shall for a period of up to three months undergo approved (including induction) training so as to enable them to achieve the level of competence required to be classified at skill level 1.

Shall work under the following conditions:

Totally defined procedures and methods

Constant direct supervision

Constant direct training

Progressive assessment and feedback

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

The knowledge and skills required to apply relevant Occupational Health and Safety practices and procedures.

The knowledge and skills required to apply specified quality control standards to their own work.

The knowledge and skills required to apply specified operation practices and procedures and to meet efficiency requirements.

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

Skill Level 1

Employees at this level:

1. Shall work to defined procedures/methods either individually or in a team environment and

2. Shall exercise skills to perform basic tasks and

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

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

4. May be required to exercise the skill necessary to assist in providing basic on-the-job instruction by way of demonstration and explanation.

5. May be required to record basic information on production and/or quality indicators as required.

6. May be required to work in a team environment.

7. May be required to apply minor equipment/machine maintenance.

8. May be required to exercise key pad skills.

9. May be required to exercise the level of English literacy and numeracy skills to effectively perform their tasks.

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

Skill Level 2

Employees at this level exercise the skills required to be graded at skill level 1, and

1. Shall work to defined procedures/methods, either individually or in a team environment, and

2. Shall exercise the skills to perform intermediate tasks, and

3. Shall understand and apply quality control skills in their own work and component parts (including understanding of the likely cause/s of deviations to specified quality standards in their own work).

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

4. 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.

5. May be required to record detailed information on production and/or quality indicators as required.

6. May be required to exercise team work skills.

7. May be required to identify and rectify minor equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor.

8. May be required to exercise basic computer skills.

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

Skill Level 3

Employees at this level exercise the skills required to be graded at skill level 2, and

1. Shall exercise discretion, initiative and judgement on the job in their own work, either individually or in a team environment, and

2. Shall exercise skills to:

   (a) perform a complex task/s, or

   (b) perform a series of different operations on a machine/s, or

(c) use a variety of machine types three of which require the exercise of level 2 skills, and

3. (a) Shall be responsible for quality assurance in their own work and assembly of component parts including having an understanding of how this work relates to subsequent production processes and its contribution to the final appearance of the garment.

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

(b) May be required to investigate causes of quality deviations to specified standards and recommend preventative action.

4. 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.

5. May be required to record detailed information on, and recommend improvements to, production and/or quality.

6. May be required to take a co-ordinating role for a group of employees or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at skill level 3 and below.

7. May be required to exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults).

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

Skill Level 4

Employees at this level exercise the skills required to be graded at skill level 3 and have a comprehensive knowledge of product construction. Employees at this level shall also:

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

Hold a relevant trade certificate, and

1. Shall work largely independently (including developing and carrying out of a work plan to specifications), and

2. Shall exercise a range of skills involving planning, investigation and resolution of problems, and/or training, and/or supervision, and/or specialised technical tasks, or

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

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

3. May be required to apply quality control/assurance techniques to their work group or team.

4. May have designated responsibility for the training of other employees (and if so shall be trained trainers).

5. May be responsible for quality and production records relating to their own work group or team.

6. May be required to take a co-ordinating role for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at skill level 4 and below.

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

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

Explanation of terms

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.

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.

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.

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.

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.

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).

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

·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.

8. **Skill**

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

9. **Competence**

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

10. **Component parts**

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

11. **Key pad skills**

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

12**.** **Basic computer skills**

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

13. **Co-ordinating role**

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

14. **Defined procedures /methods**

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

15. **Largely independently**

Where the employee is accountable for own results including:

carrying out assigned task

co-ordinating processes

setting and working to deadlines.

16. **Designated responsibility**

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

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.

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.

19. **Quality assurance**

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

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.

21. **Quality deviations**

Departures from a quality standard.

22. **Quality indicators**

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

23. **Specified quality standards**

Detailed standards against which quality is measured.

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.

(4) **Supplementary Payments**

(a) An adult weekly employee shall be paid not less than the award rate specified in subclause (2)(a) and (2)(b) hereof.

(b) The supplementary payment specified in subclause (2)(a) and (2)(b) hereof is in substitution for any overaward payment received by an employee immediately prior to the beginning of the first pay period to commence on or after 1 November 1993 which shall be reduced by the amount of the supplementary payment or discontinued if the overaward payment was less than the supplementary payment.

"Overaward payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the award rate specified in subclause (2)(a) and (2)(b) hereof but shall not include overtime, shift allowances, penalty rates, disability allowances, or any other ancillary payments of a like nature prescribed by this award.

(c) Whenever a decision of the Western Australian Industrial Relations Commission provides that award wage rates are to be increased by a percentage, a flat amount, or a combination of both, the base rate and the award rate prescribed in subclause (2)(a) and (2)(b) hereof shall be increased by either the specified percentage or by adding the specified flat amount. The supplementary payment shall then be calculated by deducting the new base rate from the new award rate, and any increase in the supplementary payment shall not reduce the level of overaward payment defined in paragraph (b) hereof.

(d) The award rate specified in subclause (2)(a) and (2)(b) hereof and which includes the supplementary payment specified in subclause (2)(a) and (2)(b) hereof shall be paid for all purposes of this award.

18B. – TRANSITION PERIOD

(1) A transition period for the purpose of translating employees to the new Skill Based Classification Structure specified in Clause 18A. – Rates of Pay Post Transition Period, shall commence from the beginning of the first pay period to commence on or after 6 October 1993 and continue until the beginning of the first pay period to commence on or after 1 March 1994 but all payments for employees translated to higher skills shall be paid from the first pay period on or after 1 November 1993.

(2) Employees shall be paid in accordance with Clause 18. – Wages, of this award for the part of the transition period between the first pay period commencing on or after 6 October 1993 and the first pay period commencing on or after 1 November 1993.

(3) Employees shall be paid in accordance with Clause 18A. – Rates of Pay Post Transition Period, from the beginning of the first pay period to commence on or after 1 November 1993 provided that where translation occurs after the first pay period commencing on or after 1 November 1993 wages shall be adjusted in accordance with Clause 18A. – Rates of Pay Post Transition Period, back to the first period commencing on or after 1 November 1993.

(4) The translation of employees to the Skill Based Classification Structure specified in Clause 18A. – Rates of Pay Post Transition Period, of this award shall be conducted by either:

(a) a consultative committee established in accordance with Clause 35. – Consultative Committees, of this award.

(b) a translation committee consisting of at least an equal number of employee/union representatives as there are management representatives.

Provided that where a consultative committee has already been established in accordance with Clause 35. – Consultative Committees, of this award it shall be the translation committee.

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

(5) An employer may prepare for the translation of his or her employees to the Skilled Based Classification Structure specified in Clause 18A. – Rates of Pay Post Transition Period, of this award by following steps 1, 2 and 3 of this translation procedure contained in Clause 18C. – Translation Procedure, of this award.

(6) An employer shall conduct the translation of his or her employees to the Skilled Based Classification Structure specified in Clause 18A. – Rates of Pay Post Transition Period, of this award by following steps 4, 5, 6, 7 and 8 of the translation procedure contained in Clause 18C. – Translation Procedure, of this award.

(7) **Non-unionised workplaces**

In workplaces where the employees are not members of the Clothing & Allied Trades Industrial Union an employer shall conduct the translation of his or her employees to the Skilled Based Classification Structure specified in Clause 18A. – Rates of Pay Post Transition Period, of this award by following steps 4, 5, 6, 7 and 8 of the translation procedure contained in Clause 18C. – Translation Procedure, of this award with the following exceptions:

(a) A translation committee consisting of at least an equal number of employee representatives, elected by and from the employees, as there are management representatives shall be set up.

(b) The employer shall notify the secretary of the Union that the translation committee is about to be set up.

(c) The secretary of the Union may assist in the conduct of the election from employee representatives on the translation committee.

(d) The employer shall notify the secretary of the Union that the translation committee is about to translate employees to the Skill Based Classification Structure specified in Clause 18A. – Rates of Pay Post Transition Period, of this award.

(e) The secretary of the Union may attend the meetings of the translation committee specified in paragraph (a) hereof.

(8) **Small Workplaces**

In workplaces where less than twenty employees are employed an employer shall conduct the translation of his or her employees to the Skill Based Classification Structure specified on Clause 18A. – Rates of Pay Post Transition Period, of this award by following the steps 4, 5, 6, 7 and 8 of the translation procedure contained in Clause 18C. – Translation Procedure, of this award with the following exceptions:

(a) A translation committee consisting of at least an equal number of employee representatives, elected by and from the employees, as there are management representatives shall be set up.

(b) The employer shall notify the secretary of the Union that the translation committee is about to be set up.

(c) The secretary of the Union may assist in the conduct of the election for employee representatives on the translation committee.

(d) The employer shall notify the secretary of the Union that the translation committee is about to translate employees to the Skill Based Classification Structure specified in Clause 18A. – Rates of Pay Post Transition Period, of this award.

(e) The secretary of the Union may attend the meetings of the translation committee specified in subclause (7)(a) hereof.

With the exception that if there is not the capacity or resources or where the employee representatives do not wish to participate, the translation procedure contained in Clause 18C. – Translation Procedure, shall be carried out by management and a nominee of the secretary of the Union in lieu of the conduct of this procedure by the translation committee specified in subclause (8) hereof.

18C. – TRANSLATION PROCEDURE

Step 1 – Getting ready

Arrange and conduct a meeting of the Translation Committee or Consultative Committee to:

Set date/s for union/employee training and make the necessary arrangements;

Set date/s for joint training and make the necessary arrangements.

Conduct a survey of the language needs of the workforce.

Carry out an inspection of the factory/workplace to familiarise the committee with the different sections/work areas.

Step 2 – Training and planning

Undertake union/employee training.

Undertake joint training.

Set date/s for information session/s to workforce and make the necessary arrangements.

Set date/s for transferring the workforce to the new skill levels,

Arrange for suitable interpreters to be available for information sessions and completion of the questionnaires (and checklist where used).

Agree on the order in which different sections of the factory/workplace will be translated and establish and prominently display a timetable for translation including the date/s for information sessions to the workforce and for the completion of the questionnaire (and checklists where used). Translation should commence as soon as possible after the delivery of training, and must be completed within the transition period.

Agree on how the completion of the questionnaire (and checklist where used) will be managed e.g. by sections, by language groups.

Select appropriate space within the factory/workplace to carry out translation procedures.

Obtain all the materials necessary.

Provide information to the whole of the workforce on the translation to the new Skill Based Classification Structure. This may be provided verbally and/or in written form and/or by way of a poster. This may be delivered in sections or language groups or to the workforce as a whole.

Arrange for the Committee to brief supervisors on the translation process and provide copy of written materials.

Step 3 – Preparing the skills questionnaire (and checklist where used)

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

basic

intermediate

complex

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

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

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

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

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

Step 4 – Completing the questionnaire (and checklist where used)

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

Activities which an employee has been called on to carry out, only from time to time, because of extraordinary production requirements woule not be included. In this case, where employees are called on to exercise high level skills, they would be paid in accordance with Clause 20. – Mixed Functions, of this award.

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

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

Arrange for the questionnaire (and checklist where used) to be completed by each worker, in manageable groups, during working hours in the manner agreed by the committee e.g. in section/work area, language group.

At least one union and one employer representative of the committee, with the help of interpreters if necessary, will act as facilitators for each group and the facilitators shall explain the questionnaire (and checklist where used) and how to fill it out. They will answer questions about the questionnaire (and checklist where used) and ensure that all of the relevant questions have been answered. The role of facilitators is to clarify the meaning of questions to enable employees to make their own responses.

An employee may request a supervisor to complete the checklist (where used) on behalf of the employee.

Facilitators should pay particular attention to filling in the name of the worker, the job title and the wage band number on to the skill allocation form.

Facilitators should answer any questions about what happens next.

Step 5 – Allocating skill levels

The committee shall meet and perform the following procedures:

Ensure a committee secretary is present and has a Skill Level Allocation Form for each employee.

Ensure that each member has a copy of the completed questionnaire (and checklist where used) for each employee in the same order and a copy of the Skill Based Classification Structure.

The committee shall then call in supervisors to endorse the employee responses to the questionnaire (and checklist where used). Where supervisors disagree with certain responses they shall give their reasons for such differences and these shall be discussed with the employee concerned, with the assistance of an interpreter if necessary. The Committee may seek any other information in an attempt to determine whether the disputed responses are acceptable and may view the employee at his/her work station. Where the committee cannot make a decision the employee's responses must be accepted.

For each employee:

determine the minimum skill level of the employee by comparing his/her wage band with the minimum skill level table appearing below. For example, if an employee in wage band 2B will have a minimum skill level of skill level 2.

Minimum Skill Level Table

Wage Band	Skill Level
1A	1
1B	1
2A	2
2B	2
3A	3
3B	3
4	4
5*	5*

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review the completed questionnaire (and checklist where used) for the employee.

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

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

If the employee cannot be allocated to the skill level above their minimum skill level then he/she remains on their minimum skill level.

If the employee can be allocated to the skill level above their minimum skill level then compare the completed questionnaire (and checklist where used) with the next skill level and so no until the employee can be allocated.

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

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

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

Step 6 – Where consensus on the appropriate skill level is reached

Notify management and the employee of the recommended skill level.

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

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

The committee will meet with management and the employee separately. It will then review its decision taking into consideration the additional information it has obtained, and attempt to reach a consensus, which will be notified to management and the employee.

If consensus still cannot be reached within the committee or its recommendation is still not acceptable to management and/or the employee, the matter shall be referred to senior management and a Union official who shall endeavour to reach agreement.

Step 8 – Senior management and the Union official cannot reach agreement

If agreement cannot be reached between senior management and the Union official the matter may be referred to the Western Australian Industrial Relations Commission in accordance with Clause 36. – Dispute Settlement Procedure, of this award.

19. – MINIMUM WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more is $569.70 per week payable on and from the first pay period on or after 1 October 2009.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2009 State Wage order decision. Any increase arising from the insertion of the minimum wage will 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, consent awards or 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 under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $497.60 per week on and from the commencement of the first pay period on or after 1 October 2009.

(b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

20. – MIXED FUNCTIONS

(1) An employee engaged on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time so engaged but if engaged for more than half of one day the employee shall be paid the higher rate for the whole day.

(2) Where an employee is engaged on duties carrying a higher rate than his ordinary classification the employer shall keep an accurate record of the time worked by such an employee on each class of work. In the absence of such a record the employee shall be entitled to the higher rate of pay for the whole day on which engaged on such higher duties.

21. – JUNIOR EMPLOYEES

(1)

All Groups of 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

Provided that any Junior Employee:

(a) 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 male or female rate for a 20 year old improver as the case may be.

(b) After four years' experience in the clothing trades industry, shall be paid the appropriate rate for an adult male or female employee respectively in the classification in which he or she is employed.

(c) 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.

(2) Limitation

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

22. – LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

TOWN	PER WEEK
Agnew	$18.90
Argyle	$50.10
Balladonia	$19.20
Barrow Island	$32.60
Boulder	$7.90
Broome	$30.30
Bullfinch	$8.90
Carnarvon	$15.50
Cockatoo Island	$33.20
Coolgardie	$7.90
Cue	$19.40
Dampier	$26.30
Denham	$15.50
Derby	$31.50
Esperance	$5.60
Eucla	$21.20
Exmouth	$27.50
Fitzroy Crossing	$38.20
Goldsworthy	$16.50
Halls Creek	$43.90
Kalbarri	$6.60
Kalgoorlie	$7.90
Kambalda	$7.90
Karratha	$31.50
Koolan Island	$33.20
Koolyanobbing	$8.90
Kununurra	$50.10
Laverton	$19.30
Learmonth	$27.50
Leinster	$18.90

Leonora	$19.30
Madura	$20.20
Marble Bar	$48.30
Meekatharra	$16.70
Mount Magnet	$20.80
Mundrabilla	$20.70
Newman	$18.10
Norseman	$16.50
Nullagine	$48.20
Onslow	$32.60
Pannawonica	$24.60
Paraburdoo	$24.40
Port Hedland	$26.20
Ravensthorpe	$10.00
Roebourne	$36.20
Sandstone	$18.90
Shark Bay	$15.50
Shay Gap	$16.50
Southern Cross	$8.90
Telfer	$44.50
Teutonic Bore	$18.90
Tom Price	$24.40
Whim Creek	$31.20
Wickham	$30.20
Wiluna	$19.20
Wittenoom	$42.70
Wyndham	$47.00

(2) Except as provided in subclause (3) of this clause, an employee who has:

(a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;

(b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

(a) is provided with board and lodging by his/her employer, free of charge; or

(b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid $66^2/_3$ per cent of the allowances prescribed in subclause (1) of this clause.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) For the purposes of this clause:

(a) "Dependant" shall mean –

(i) a spouse or defacto partner; or

(ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

(9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

23. – CASUAL EMPLOYEES

(1) An employer shall only engage a casual employee during one eight weeks period in any twelve month period and in accordance with subclause (4) below.

(2) An employer may engage a casual employee for a specific period of time to replace a designated person where the period of engagement does not exceed thirteen weeks in aggregate in any twelve month period. The period of time for which the casual employee is engaged together with any other special conditions of employment shall be confirmed in writing at the time of the engagement.

(3) An employer shall pay a casual employee one thirty eighth of the award wage for their classification plus thirty three and one third percent per hour.

(4) With the exception of Clause 13. – Holidays, Clause 14. – Annual Leave and Clause 15. – Absence Through Sickness, an employer shall apply all the provisions of this award to a casual employee, including the provisions of Clause 12. – Overtime and Clause 32. – Superannuation.

(5) An employer shall not require a casual employee to attend for duty more than once in any one day.

(6) The employment of a casual employee may be terminated by the employer or the casual employee by giving one hour's notice.

24. – PAYMENT BY RESULTS

(1) COMMITMENT TO PAYMENT BY RESULTS

Parties of this award are committed to the development of a payment by results system which is compatible with skills based classification and structure.

(2) OPERATION OF PBR SYSTEMS

An employer may maintain, alter or institute a system of payments by results subject only to the provision and limitation set out in this clause. The existence and operation of a system of payment by results shall be subject to the consultative mechanisms specified in this clause and, where appropriate or necessary, to the provisions of Clause 35. – Consultative Committees of this award.

(3) PAYMENT BY RESULTS EARNINGS

(a) An employer shall pay an employee working under a payment by results system a minimum amount each week equal to the award wage appropriate to his or her wage band.

(b) The employer shall pay the employee for each hour worked an amount not less than one thirty-eighth of the award wage appropriate to his or her wage band.

(c) Where an employee does not work for 38 hours in any week, an employer shall pay the employee a pro rata amount of money according to the number of hours worked by the employee appropriate to his or her wage band.

(d) The employer shall calculate the minute pay rate for each standard time minute by dividing the total award wage for Skill Level 1B by 2280 (ie. Number of minutes in 38 hour working week).

(e) An employer shall calculate the payment by results earnings of an employee by multiplying the minute pay rate by the excess of the standard time produced over real time worked under payment by results.

(f) An employer shall pay the employee his or her payment by results earnings calculated in accordance with paragraph (d) of this subclause in addition to the total award wage appropriate to his or her wage band.

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

(h) A junior employee employed pursuant to Clause 21. – Junior Employees of this award, shall be deemed to be producing bonus minutes when they have produced that number of minutes in proportion to the ordinary daily adult number of minutes as their rate of pay is in proportion to the adult award wage.

(i) An employer subject to the provisions of subclause (5) (IMPLEMENTATION, REVIEW AND ALTERATION OF A PAYMENT BY RESULTS SYSTEM) of this clause may fix or alter a time standard in respect of any garment or part of a garment, or any article or part of an article, provided such time standard is set consistent with the objective that 75% of employees (excluding trainees being new entrants to the clothing industry employed as trainees for up to three (3) months) in any given period earn at least 20% more than the total award wage for Wage Band 1B.

This subclause shall not act in any way to impose a guarantee on the amount of an individual employee's payment by results earnings.

(4) TIME STANDARDS

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

(a) An employer shall consult with the payment by results employees and union representative(s) prior to the finalisation of any time standard fixed in accordance with this clause and shall provide to the payment by results employees and the union representative(s) the basis upon which the payment by results system is calculated, including appropriate allowances and the likely weekly earnings on such time standard.

On application by the Secretary of the Union, the employer shall make available the basis of such a system.

(b) The setting of a time standard shall take into account the nature and method of the work to be completed and the conditions under which it is performed, including appropriate allowances.

(c) Time standards shall be set to provide the consistent and similar earnings by employees with similar training, instructions, skill, method and performance in a work area in an enterprise using a system of payment by results.

(d) Once a time standard has been fixed in accordance with this clause, it shall not be altered except where any of the following circumstances occur:

There is a change in the manufacturing methods;

There is a change in the materials used;

There is a change in the machines or equipment used;

There is a change in the quality requirements;

To correct an agreed error in the existing time standard;

By agreement between the employer, the payment by results employees, and the union representative(s);

Any dispute concerning such decision shall be dealt with according to Clause 36. – Dispute Settlement Procedure of this award.

(e) An employer shall clearly display a copy of the time standard for each payment by results operation. The copy of the time standard shall be updated within 24 hours of any changes to the time standards.

(f) Once a time standard has been fixed in accordance with this clause, it shall be recorded in a register and signed and dated by the employer and union representative(s).

(g) The employer shall also display a conversion table to enable an employee to convert time standards to monetary amounts.

(5) IMPLEMENTATION, REVIEW AND ALTERATION OF A PBR SYSTEM

For the purpose of this clause, employees affected means a person or persons whose work load is directly affected in any way whatsoever by the implementation of a payment by results system.

(a) The existence and operation of a system of payment by results shall be subject to the consultative mechanisms specified in this clause and where appropriate or necessary, to the provisions of Clause 35. – Consultative Committees of this award.

(b) An employer may, with the agreement of 75 per cent of the employees affected, operate a payment by results system for their employees.

(c) The employer shall, every six months, table a summary of the results of payment by results system to allow the consultative committee and union representative(s) to assess whether the payment by results system meets the criteria of paragraph (h) of subclause (3) of this clause.

(d) Every calendar year in the month of February, the employer shall, in consultation with the employees whose work is directly involved in any way whatsoever, conduct a vote of such employees on whether the payment by results system will continue. If 75 per cent of such

employees vote to discontinue the payment by results system, the employer shall do so. The outcome of this review shall be reported to the Secretary of the Union.

(e) If, in accordance with the vote of employees whose work is directly involved in any way whatsoever, the payment by results system is discontinued, the employer may, after three months, in consultation with the consultative committee and the union representative(s) introduce a new payment by results system in accordance with the provisions of this subclause.

(f) The consultative committee and the union may seek the assistance of an agreed independent expert on payment by results systems and the employer shall engage the expert chosen and pay all expenses associated with the engagement of the expert.

(6) TRAINING

An employer implementing a payment by results system pursuant to this clause shall provide each employee with appropriate training to ensure that individual performance is the only variable distinguishing employees within a skill level set in Clause 18. – Wages of this award.

(7) WORK RECORDS

An employee shall complete work records in accordance with the employer's directions. Any wilful falsification of such records will be sufficient ground for instant dismissal of the employee concerned. Where necessary the employer shall make arrangements for collection of the work records without loss of time to the employee concerned.

(8) DISPUTE SETTLING

Any dispute arising out of this clause shall be dealt with according to the provision of Clause 36. – Dispute Settlement Procedure of this award.

25A. – OUTWORKERS

(1) For the purpose of this clause:

"Employer" shall mean an employer bound by this Award.

"Ordinary working week" shall mean the hours and days occurring between midnight on Sunday night and midnight on Friday night under a contract of service.

"Work" shall mean hand or machine manufacturing in the construction of an article or garment or part thereof being work performed other than in factory or workshop.

(2) An Employer shall:

(a) Not employ any person to perform work covered by this award under a contract of service outside the employer's workshop or factory unless that employer is a registered employer of outworkers, pursuant to Clause 25C. – Registration of Employers For The Purposes of Clauses 25A and 25B of this Award.

(b) When desirous of employing outworkers make application for registration in accordance with Clause 25C. – Registration of Employers For The Purposes of Clauses 25A and 25B of this award to the Board of Reference.

(c) Not employ a person to perform work covered by this clause outside a workshop or factory unless prior agreement in writing has been reached between that employer and the person as to whether that person is to be employed on a full time or part time basis and if on a part time basis, the agreed number of hours. Provided that nothing in 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 or 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.

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

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

(e) Pay any outworkers employed at the rates prescribed by Clause 18. – Wages and Clause 21. – Junior Employees of this award (as appropriate) for the classification in which the outworker is engaged.

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

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

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

(i) 1/2280 of the weekly award for the classification in which the outworker is employed for the first 38 hours worth of work;

(ii) The minute rate in subparagraph (f)(i) of subclause (2) above multiplied by 1.5 for the classification in which the outworker is employed, for each hour thereafter.

(g) Pay for outwork performed or deemed to have been performed on a Saturday or Sunday or a public holiday, at the minute rate in subparagraph (f)(i) of subclause (2) above 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 award holiday unless prior agreement with the employer for the performance of work on any such day(s) in accordance with subparagraph (m)(xii) of subclause (2) below.

(h) Apply all the provisions of Clause 24. – Payment By Results of the award to outworkers working under any system of payment by results unless expressly excluded from such operation either in this clause or in Clause 24. – Payment By Results.

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

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

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

(aa) if the employee receives no work at all the weekly award rate for the classification in which the outworker is employed.

(bb) if the employee receives less than 38 hours worth of work the weekly award rate for the classification in which the outworker is employed.

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

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

A copy of this record shall be given to the person doing the work and to the appropriate state branch of the Union within two (2) working days of the stand down, and the employer's copy shall be available for inspection by a person duly authorised in accordance with Clause 28. – Right Of Entry of this Award, as if a record described in Clause 27. – Time and Wages Record of this Award.

A review of the operation of this provision shall be conducted by the Western Australian Industrial Relations Commission either on its own motion or at the request of a party to this Award after 30 May 1991.

(j) Not require any full time outworker to complete more than 38 hours worth of work, or any part time outworker to complete more hours worth of work than the number of hours for which the outworker was employed in any ordinary working week.

(k) Subject to subparagraph (m) of subclause (2) below not require any outworker to perform work on a Saturday or a Sunday or any public holiday.

(l) 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.

(m) At the time of delivery of any work to an outworker provide full details of the following matters and shall keep true and correct records thereof in writing:

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

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

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

(iv) The address where the work is to be done.

(v) The date of delivery of the work.

(vi) The description of the garments or articles upon which work is to be done (eg skirts, dresses, jeans).

(vii) A description of the nature of the work to be performed (eg overlocking).

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

(ix) Full details of the appropriate time standard in accordance with subparagraph (e) of subclause (2) above which when considered with the minute rate set out in

subparagraph (f) of subclause (2) above will enable the price to be paid for each garment or article to be calculated.

(x) The number of working hours that will therefore be necessary to be worked to complete the said garments or articles; and accordingly.

(xi) The number of days that will therefore be needed to perform the work with such calculation being undertaken (consistent with subparagraph (j) of subclause (2) above) on the basis of 7.6 hours worth of work being performed on each day; and

(xii) The appropriate time and date for the work to be picked up from the outworker. The pickup time and date shall be set on the basis that no work will need to be performed on any Saturday, Sunday or Award holiday which may occur between delivery and pickup unless there is prior agreement between the employer and the outworker that work will be performed on any or all of such days. If there is such agreement the written record referred to in this subclause must specify the actual date of any Saturday, Sunday or Award holiday on which it has been agreed that work will be performed and the number of hours to be worked on any such day. In the absence of any specification as to the number of hours to be worked on Saturday, Sunday or Award holiday on which work has been authorized pursuant to this paragraph the outworker shall be deemed to have worked and shall be entitled to payment in respect of any such day at the rate specified in subparagraph (g) of subclause (2) above.

(xiii) The total amount to be paid to the person calculated in accordance with subparagraphs (m)(viii), (m)(ix) and (m)(x) of subclause (2) above.

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 28. – Right of Entry of this Award as if it was a record described in Clause 27. – Time and Wages Record of this Award.

Provided always that if the time period between delivery and pickup (arrived at via calculations under subparagraph (m)(xi) of subclause (2) above) will necessarily include:

* a Saturday; and/or

* a Sunday; and/or

88 a public holiday(s)

then the first agreed pickup date shall be reset (ie put back) to ensure, consistency with subparagraph (j) of subclause (2) above and given the number of days needed to do the work arrived at in subparagraphs (m)(xi) and (m)(xii) of subclause (2) above, that the employee will not be required to work on any of the days set out in this proviso that fall within the period set under subparagraph (m)(xi) of subclause (2) above, to complete the work delivered (the reset pickup date will be hereinafter referred to as "the second agreed pickup date").

Provided further that if an outworker who has work delivered to be performed in a time period that includes either a weekend day(s) of a public holiday(s) expressly agrees or simply elects to complete that work by the first agreed pickup date rather than by the second agreed pickup date then the employee 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 and/or public holiday days occurring in the period between delivery and pickup.

(n) Pay annual leave to outworkers in accordance with the provisions of Clause 14. – Annual Leave of this Award.

(o) Pay all wages due not later than two (2) working days following the end of the working week, at a time and by a method mutually agreed between the outworker and the employer.

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

(p) Except as otherwise provided in this Clause, apply to outworkers the terms and conditions of employment provided by the Award excluding the following clauses:

Clause 9 Hours of Work.
10 Meal Interval.
12 Overtime.
11 Rest Period.
7 Contract of Service.
15 Absence Through Sickness.
23 Casual Employees and Part-Time Employees.
28 Right of Entry.
27 Time and Wages Record.
29 General Conditions.

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

(r) Cause all work to be delivered to and collected from an outworker free of charges.

(3) Where a person has performed work for an Employer as an outworker such person may make claim for payment for 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 that Employer against whom the claim is made is able to prove:

(a) that the work for which the claim is made, was not in fact done; and/or

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

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

(5) An employer bound by this Clause shall not, in any way, whether directly or indirectly be a party to or concerned in conduct that:

(a) hinders, prevents or discourages the observance of this clause; or

(b) causes or encourages or is likely to cause or encourage a breach of, or non-observance of, this clause.

(6) Any dispute arising out of or concerning this Award relating to the employment of an outworker may be referred to the Western Australian Industrial Relations Commission.

25B. – CONTRACT WORK

(1) Contract work may only be undertaken subject to the following conditions:

(a) A Respondent to this Award may give out work to another respondent to this Award provided that where the respondent undertaking such work causes some or all of such work to be performed outside a factory or workshop, the respondent to whom work is given shall be a registered employer of outworkers pursuant to Clause 25C. – Registration of Employers For The Purposes of Clauses 25A and 25B of this Award.

(b) A respondent to this Award giving out work to other respondents to this Award shall on the last working day of May and the last working day of November each year file with the Industrial Registrar or Deputy Industrial Registrar in the State, a list of the respondents to whom work has been given in the preceding six month period and a copy of such list shall be forwarded to the Western Australian Clothing and Allied Trades' Industrial Union of Workers.

(c) The Industrial Registrar or the Deputy Industrial Registrar in the Western Australian Industrial Relations Commission may allow an organization with a legitimate interest in the Clothing Manufacturing Industry to peruse the list submitted in accordance with subparagraph (b) of subclause (1) above.

(2) Respondents giving out work to a non-respondent where the non-respondent does not employ outworkers.

(a) A Respondent to this Award may give out work to a non-respondent employer, to be carried out in the non-respondent employer's workshop or factory.

(b) A respondent giving out work pursuant to this subclause shall, on the following dates in each year file with the Industrial Registrar or the Deputy Industrial Registrar of the Western Australian Industrial Relations Commission, a list of the non-respondents to whom work has been given in each preceding three month period and a copy of such list shall be forwarded to the Western Australian Clothing and Allied Trades' Industrial Union of Workers.

Last working day of February
Last working day of May
Last working day of August
Last working day of November

(c) The Industrial Registrar or the Deputy Industrial Registrar of the Western Australian Industrial Relations Commission may allow an organisation with a legitimate interest in the clothing manufacturing industry to peruse the list submitted in accordance with subparagraph (b) of subclause (2) above.

(3) Respondent contracting with a person who alone will perform work; Respondent giving out work to a non-respondent where the non-respondent employs others outside a factory or workshop.

(a) For the purpose of this subclause "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.

For the purpose of this subclause "person" shall include both individuals and companies not respondent to this Award.

(b) An Employer bound by this Award shall:

(i) not contract with any person pursuant to this subclause unless that Employer is registered pursuant to Clause 25C. – Registration of Employers For The Purposes of Clauses 25A and 25B.

(ii) when desirous of contracting with any person pursuant to this subclause make application for registration in accordance with Clause 25C. – Registration of Employers For The Purposes of Clauses 25A and 25B of this Award to the Board of Reference.

(c) (i) An Employer bound by this Award contracting with a person who alone will perform work, shall contract to provide and shall provide terms and conditions no less favourable than those prescribed by this Award for persons engaged under a contract of service pursuant to Clause 25A. – Outworkers of this Award.

(ii) 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:

(aa) The name of the Employer bound by this Award and the registration number of the Employer.

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

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

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

(ee) The date of giving out the work.

(ff) A description of the nature of the work to be performed (eg overlocking).

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

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

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

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

(kk) the total amount to be paid to the person calculated in accordance with subparagraphs (c)(ii)(hh), (c)(ii)(ii) and (c)(ii)(jj) of subclause (3) above.

(iii) 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 28. – Right of Entry of this Award, as if a record described in Clause 27. – Time and Wages Record of this Award.

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

(aa) specify those matters referred to in subparagraph (c)(ii) of subclause (3) above; and

(bb) provide for wages and conditions no less favourable than provided by this Award for persons engaged under a contract of service pursuant to Clause 25A. – Outworkers of this Award.

(ii) Any Employer bound by this Award who enters a contract pursuant to subparagraph (c)(i) of subclause (3) above or pursuant to subparagraph (d)(i) of subclause (3) above shall notify the Industrial Registrar or his/her Deputy in this State and the State Branch of the Union, within seven days of the last working day of February, May, August and November of each year of the existence of such contract and the names and addresses of the persons who enter the contract.

The Industrial Registrar or the Deputy Industrial Registrar in the Western Australian Industrial Relations Commission may allow an organization with a legitimate interest in the Clothing Manufacturing Industry to peruse such records.

(e) Where a person has performed work either directly for an Employer pursuant to paragraph (c) of subclause (3) above or for a second person (being work in respect of a contract or

arrangement between the second person and an employer pursuant to subparagraph (d) of subclause (3) above, 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 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 that Employer to pay the sum claimed unless that Employer against whom the claim is made is able to prove:

(i) That the work was not in fact done; and/or

(ii) The payment was not the correct payment due for the work that was actually done.

(f) An employer bound by this Award shall not, in any way, whether directly or indirectly, be a party to or concerned in conduct that:

(i) hinders, prevents or discourages the observance of this clause; or

(ii) causes or encourages or is likely to cause or encourage, a breach or non-observance of this clause.

(4) 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 Western Australian Industrial Relations Commission.

25C. – REGISTRATION OF EMPLOYERS FOR THE PURPOSES OF CLAUSES 25A AND 25B

(1) (a) Except as prescribed in subclause (1) of Clause 25B. – Contract Work an employer bound by this award having or proposing to have work performed away from his or her own business or workshop pursuant to Clause 25A. – Outworkers and Clause 25B. – Contract Work of this award shall make application for registration to the Western Australian Industrial Relations Commission.

(b) The application shall be made in the form set down in Schedule A of this Award or in a form which is subject to endorsement by the Registrar of the Western Australian Industrial Relations Commission.

(c) An employer making application for registration in accordance with (1)(a) and (b) hereof shall forward a copy of such application to the Western Australian Clothing and Allied Trades' Industrial Union of Workers on the same day as making such application to the Western Australian Industrial Relations Commission.

(2) (a) If the Western Australian Clothing and Allied Trades' Industrial Union of Workers does not object to a registration sought pursuant to (1) hereof by way of written notification to the Registrar within 21 days then the Registrar shall record the registration of such employer for a term of 12 months and the relevant details shall be incorporated in Schedule B of this Award.

(b) (i) If the Western Australian Clothing and Allied Trades' Industrial Union of Workers duly objects to the registration of an employer, such application for registration shall be referred for hearing by the Western Australian Industrial Relations Commission.

(ii) The Western Australian Industrial Relations Commission may determine such application by either registering the employer or not registering the employer or by registering the employer on a conditional basis.

(c) If a conditionally registered employer seeks to have any conditions of registration revoked and this is opposed by the Western Australian Clothing and Allied Trades' Industrial Union of Workers, then the issue shall be referred for hearing by the Western Australian Industrial Relations Commission.

(d) If the Western Australian Clothing and Allied Trades' Industrial Union of Workers seeks to have the registration of any registered employer revoked and this is opposed by that registered employer then the issue shall be referred for hearing by the Western Australian Industrial Relations Commission.

(3) Upon registration the employer will be given a registration number.

(4) The Industrial Registrar or his/her Deputy shall maintain a record of Employers registered pursuant to Clause 25A. – Outworkers, Clause 25B. – Contract Work and Clause 25C. – Registration of Employers For The Purposes of Clauses 25A and 25B of this Award.

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

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

(b) specify where all documents in the employers 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.

(6) An employer may, by agreement in writing with the Secretary of the Union be exempted from the requirement to comply with the provisions of subclause (5) of this clause. A copy of any such agreement shall be forwarded forthwith by the Union to the Registrar.

26. – AGED, INFIRM OR SLOW EMPLOYEES

(1) Any employee who by reason of old age, inability or infirmity is not capable of performing all the duties ordinarily required of his or her position may be paid at a rate less than the rate fixed in this award with the consent in writing of the union.

(2) In the event of agreement not being reached the matter may be referred to the Board of Reference for determination.

(3) After application has been made to the Board and pending the Board's decision the employee shall be entitled to work for and be employed at the proposed lesser rate.

27. – TIME AND WAGES RECORD

(1) The employer shall keep and enter up or cause to be kept and entered up records in the English language containing the following particulars –

(a) The name and address given by each employee.

(b) The classification of work performed.

(c) The daily starting and finishing times (and overtime, if any) worked by each employee.

(d) The wages (and overtime, if any) paid to each employee.

(e) The date of birth of junior employees.

(f) Where any employee is employed under any system of payment by results, the employer shall keep a correct record of the rates and of the class and number of articles or parts of articles on which work is done by such an employee each week.

(2) Such records shall be open to inspection by a duly authorised representative of the union during ordinary working hours.

Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

28. – RIGHT OF ENTRY

(1) On notifying the employer or his representative a duly authorised representative of the union shall be permitted to interview an employee during the recognised meal period on the business premises of the employer at the place at which the meal is taken, but this permission shall not be exercised without the consent of the employer more than once in any one week.

(2) In the case of a disagreement existing or anticipated concerning any of the provisions of this award, a duly authorised representative of the union, on notifying the employer or his representative, shall be permitted to enter the business premises of the employer to view the work, the subject of any such disagreement, but shall not interfere in any way with the carrying out of such work.

29. – GENERAL CONDITIONS

(1) Uniforms

Where an employer requires an employee to wear a uniform he/she shall pay for its provision and cleaning.

(2) Tools of Trade

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

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

(3) Union Notices and Posting of Award.

An employer shall allow a copy of this award and union notices, signed by the secretary of the union, to be posted in a place readily accessible to the employees and approved by the employer.

30. – BOARD OF REFERENCE

(1) The Commission hereby appoints for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to section 48 of the Industrial Arbitration Act, 1979.

(2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

31. – MATERNITY LEAVE

(1) Eligibility for Maternity Leave

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then –

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.

(d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks.

(a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

(a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

(a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees

(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

32. – SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled – Compliance, Nomination and Transition.

(1) Definitions:

(a) "Approved Superannuation Fund" shall mean any Superannuation Fund which complies with the Australian Government's Operational Standards for Occupational Superannuation.

(b) "Ordinary time earnings" shall mean the salary, wage or other remuneration regularly received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties, payments which are made for purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work; provided that "ordinary time earnings" shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or payment by way of bonuses which do not form part of the regular wage of an employee.

(c) "Preferred fund" for the purposes of this Clause shall mean Westscheme.

(2) Employer Contributions:

(a) Subject to this Clause, an employer shall contribute 3% of ordinary time earnings per eligible employee into Westscheme or an exempted Fund as allowed by subclause (5) of this Clause.

(b) Subject to the rules of the Approved Superannuation Fund, employer contributions shall be paid on a monthly basis for each week or service that the eligible employee completes with the employer.

(c) (i) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of workers' compensation in excess of 52 weeks.

(ii) No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.

(d) Employers shall be required to make contributions on behalf of every employee whose employment is regulated by this Award after the employee has completed four weeks' continuous service; provided that such contributions shall then be calculated from date of engagement of the employee by the employer.

(3) Fund Membership

Contributions in accordance with subclause (2) – Employer Contributions of this Clause shall be calculated by the employer on behalf of each employee from the date the employee commences employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:

(a) the employer shall provide the employee with an application to join the Fund and documentation explaining the Fund within one week of employment commencing.

(b) If the employee fails to return to the employer a completed application to join the Fund within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, a "letter of denial" form as set out in subclause (6) of this Clause and an application to join the Fund.

(c) Where the employee completes and returns the letter of denial, no contribution need be made on that employee's behalf.

(d) Where the employee completes and returns neither the application to join the Fund nor the letter of denial within one week of its postage by the employer, the employer shall advise both the Union and the Fund Administrator in writing of the employee's failure to return the completed form.

(e) From two weeks following the employer's advice pursuant to paragraph (d) of this subclause should the employee not have returned the completed form to the employer, the employer, subject to (f) hereof, shall be under no obligation to make superannuation payments on behalf of that employee.

(f) Provided that if at any time an employee returns a signed application form, notwithstanding a previous failure to return such form or the return of a letter of denial, the employer shall make contributions on behalf of that employee from the date of return of the signed application form.

(4) Part-time employees shall not be entitled to receive the employer contribution mentioned in subclause (2) – Employer Contributions of this clause unless they receive on average a minimum of $100.00 per week within any calendar month before taxation and other deductions.

(5) Exemptions:

Exemptions from the requirements of this Clause shall apply to an employer who (as at the date of this Order):

(a) was contributing to an Approved Superannuation Fund in accordance with an order of an industrial tribunal; OR

(b) was contributing to an Approved Superannuation Fund in accordance with an order or award of an industrial tribunal for a majority of employees and makes payment for employees covered by this Award in accordance with that order or award; OR

(c) subject to written notification to the Union, was contributing to an Approved Superannuation Fund for employees covered by this Award where such payments are not made pursuant to an order of an industrial tribunal; OR

(d) was not contributing to an Approved Superannuation Fund for employees covered by this Award; AND

(i) written notice of the proposed alternative Approved Superannuation Fund is given to the Union; and

(ii) contributions and benefits of the alternative Approved Superannuation Fund are no less than those provided by this Clause; and the Preferred Fund; and

(iii) within one month of the notice prescribed in paragraph (a) being given, the Union has not challenged the suitability of the alternative Approved Superannuation Fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(6) Letter of Denial:

The letter of denial shall be in the following form:

To (employer)

I have received an application for membership of a non-contributory Superannuation Fund and understand:

(a) that should I sign such form you will make contributions on my behalf; and

(b) that I am not required to make contributions of my own; and

(c) that no deductions will be made from my wages for superannuation without my consent.

However, I do not which to be a member of the Fund or have contributions made on my behalf.

(Signature)

(Name)

(Address)

(Classification)

(Date)

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 –

(a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless –

(i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and

(ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;

(b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;

(c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;

(d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;

(e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;

(f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme –

(g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

(h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

33. – TRAINEESHIPS

(1) Scope

This clause shall apply to a trainee employed under the Australian Traineeship System by an employer approved by the State Management Committee as defined in subclause (2) hereof.

(2) Definitions

For the purposes of this Clause –

"The "Australian Traineeship System" means a structured system of on the job training with an employer and off the job training in a Technical and Further Education College or other training provider approved by the State Management Committee.

"Trainee" means an employee engaged under the terms of this Award and in accordance with the provisions of an Australian Traineeship established pursuant to section 37D of the Industrial and Commercial Training Act, 1975 and approved by the State Management Committee.

"Traineeship Scheme" is a formal agreement of training approved by the State Management Committee and registered pursuant to section 37D of the Industrial and Commercial Training Act, 1975.

"State Management Committee" means a Committee comprising representatives from the Confederation of Western Australian Industry, the Trades and Labor Council of Western Australia,

Technical and Further Education (TAFE) and the relevant Federal and State Government Departments which approve traineeship arrangements by agreement of each of the parties. The State Management Committee may be established pursuant to the provisions of the Industrial and Commercial Training Act, 1975 or any amendment to or substitution of that Act, provided that any Committee or body established in lieu of the State Management Committee has the same representative structure and decision making processes as that Committee.

(3) Objective

(a) The object of this Clause is to provide the form and substance of the conditions of employment, including the rates of pay applicable to persons engaged under the Australian Traineeship System (ATS) and who, being a trainee under that system, is covered by this Award.

(b) An objective of the Australian Traineeship System is to provide employment and training opportunities for young people so as to enhance their skill levels and future employment prospects.

(4) Conditions of Employment

(a) A traineeship shall be entered into by means of written agreement in a form approved by the State Management Committee and registered in accordance with the provision of the Industrial and Commercial Training Act, 1975.

(b) A trainee shall not be engaged on a part-time or casual basis.

(c) The Traineeship Scheme shall be for a minimum period of 12 months provided that the trainee shall be subject to a probationary period of one month which may be reduced at the discretion of the employer.

(d) The following clauses of this Award shall not apply to trainees:

Clause 20. – Mixed Functions

Clause 23. – Casual Employees and Part-Time Employees

Clause 31. – Maternity Leave

(5) Duties and Responsibilities

(a) A trainee shall participate in the approved on the job training scheme and attend the approved off the job training as prescribed in the training system.

(b) An employer shall release a trainee from work to attend the prescribed off the job training course and shall provide the on the job training approved by the State Management Committee.

(c) The employer shall provide the level of supervision in accordance with the approved training scheme during the traineeship period.

(d) (i) The overall Traineeship Scheme will be monitored by officers of the Department of Employment and Training.

(ii) An accredited representative of the Union shall have access during ordinary working hours to inspect the relevant training records and work books and subject to the approval of the employer, which shall not be unreasonably withheld, may interview a trainee with respect to his/her progress in the Scheme.

(e) An employer shall not, as a consequence of engaging a trainee pursuant to the provisions of this clause, terminate or otherwise prejudice the employment of any full-time employee of that employer.

(f) An employer shall not engage a trainee to occupy and perform the duties of any vacant full-time position that, if it were not for the vacancy, would normally be occupied by an adult employee.

(6) Overtime and Shift Work

Overtime and shift work shall not be worked by trainees except to enable the requirements of the training scheme to be effected. When overtime and shift work are worked the relevant penalties and allowances of the Award based on the trainee wage will apply. No trainee shall work overtime or shift work alone.

(7) Wage Rates

The weekly wages payable to a trainee shall be determined by multiplying the appropriate rate of pay prescribed in this Award by 39 which represents actual weeks spent on the job and dividing the sum by 52 to provide a weekly wage.

34. – ENTERPRISE FLEXIBILITY

(1) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the Clothing Industry and to enhance the career opportunities, quality of working life and job security of employees in the industry.

(2) An employer, employees and the Union may develop an enterprise flexibility agreement in accordance with the provisions of this clause or such other procedures that are agreed upon in writing between the employer and the Secretary of the Union. The agreement shall, to the extent of any inconsistency take precedence over any provisions of this award.

(3) At each work place in the Clothing Industry seeking to develop an enterprise flexibility agreement an employer, the employees and the Union shall establish a consultative committee and other procedures that are agreed in writing between the employer and the Secretary of the Union.

(4) The basis for the work of the consultative committee shall be to consider matters raised by committee members which impact on employees and/or which contribute to the improved operation and efficiency of the enterprise as outlined in subclause (1) of this clause.

(5) The matters raised for inclusion in an enterprise flexibility agreement may amongst other things involve –

spread of hours
shift work
job redesign and work organisation
work related child care
vocational training
English language training
foundation education training
arrangement of leave
operation of payment by results systems
occupational health and safety
leave for special purposes
parental leave
job sharing

(6) The matters raised for inclusion in an enterprise flexibility agreement and the enterprise flexibility agreement itself shall be subject to the following requirements:

(a) the changes sought shall not effect provisions reflecting State standards.

(b) the majority of employees affected by the change must genuinely agree to the change.

(c) no employee shall lose income as a result of the change.

(d) the Union must be a party to the agreement.

(e) any agreement shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency.

(7) An enterprise flexibility agreement shall not act to –

reduce the award rate in accordance with Clause 18. – Wages of this award.

Increase the ordinary hours of work in any roster system beyond an average of 38 hours per week.

Reduce the quantum of meal money contained in clause 12. – Overtime of this award.

Reduce the number or duration of rest periods contained in Clause 11. – Rest Period of this award.

Reduce the quantum of period of notice in accordance with Clause 7.- Contract of Service of this award.

Reduce the quantum of annual leave and annual leave loading in accordance with Clause 14.- Annual Leave of this award.

Reduce the quantum of sick leave entitlement in accordance with Clause 15. – Absence Through Sickness of this award.

· reduce the quantum of holidays in accordance with Clause 13. – Holidays of this award.

Reduce the quantum of bereavement leave in accordance with Clause 16. – Bereavement Leave of this award.

· reduce the quantum of unpaid leave in accordance with Clause 31. – Maternity Leave of this award.

· reduce the quantum of superannuation contributions in accordance with Clause 32. – Superannuation of this award.

(8) An agreement reached in accordance with this clause shall be for a fixed term and shall lapse at the conclusion of that term. If the consultative committee wishes to renew the agreement it shall do so in accordance with the procedures contained in subclause (2) of this clause.

(9) Any dispute arising in relation to the implementation of this clause shall be subject to the dispute settlement procedure set out in Clause 36. – Settlement Procedure of this award.

35. – CONSULTATIVE COMMITTEES

(1) Composition

(a) A consultative committee shall include –

· at least 50% union/employee representatives; and

· at least one senior management representative.

(b) Management and the Union and employees will jointly determine the size of the committee, except that there will be no fewer than four members. The maximum number of representatives on any committee will be ten.

(c) The election/appointment of management representatives will be determined by management and the election of union/employee representatives will be determined by the Union. Where there is a union delegate they must be a Union/employee representative.

(d) In the determination of union/employee representatives on the committee, consideration shall be given to –

· the make up of the work force – in particular the proportion of women, migrants and juniors;

· the size of the work force;

· the number of distinct operations at the work place;

· shift arrangements;

· the corporate structure;

· the existing consultative mechanisms.

(e) Where an enterprise is comprised of a number of sites of distinct work places, the number of committees to be established shall be determined jointly by management and the Union, depending on the size and operations of the enterprise and its separate components. Should more than one committee be established, a peak committee shall be established to ensure a co-ordinated approach.

(f) The committee once established, may invite persons to attend specific meetings.

(g) An official of the Union shall have a right to be present and participate in the deliberations of the committee.

(2) Term of Office

(a) Members elected or appointed to the Committee shall hold office for a period of twelve months, and will be required to be re-elected or re-appointed each subsequent year. It is the responsibility of each Committee member to attend meetings on a regular basis and to represent the views and opinions of those people he or she represents.

(b) If a member of the committee ceases employment with the enterprise, or resigns from the committee, a new election or appointment shall be made in accordance with subclause (1)(c) herein.

(3) Terms of Reference

The following matters shall form the basis for the work of the committees. Each committee will seek to reach agreement on the matters set out below and make recommendations to senior management who will take into account the views and the deliberations of the committee prior to making its final decisions:

(a) To implement the restructured award in the work place.

(b) To review the implications and/or impact on the enterprise of major external influences, including the Australian Government Textile, Clothing and Footwear Industries Development Plan.

(c) To consider the introduction of new or revised work methods/work arrangements.

(d) To give consideration to the impact of technological change and other significant changes in the organisation or work place, with regard to –

· number of employees, job specifications and current skills base; and

· acquisition of new skills and additional training requirements.

(e) To develop a framework for skills development and provision of training in the work place, including English language training and the provision of foundation education.

(f) To assess proposed changes in product or product orientation for possible impact on work method/work arrangements, employment and skill requirements.

(g) To give consideration to equal employment opportunity principles and programs in the context of award restructuring in the work place.

(h) To consider the establishment of work based child care, and in particular, the Australian Government Work Based Child Care Program.

(i) To consider other matter raised by consultative committee members which impact on employees or which contribute to the improved operation and efficiency of the enterprise.

(4) Procedural Guidelines

(a) Chairperson

A chairperson shall be elected by the committee from within the committee and shall alternate each meeting between management and union/employee representatives.

(b) Secretary

A secretary shall be appointed for the purposes of recording minutes, preparation and distribution of agendas and other administrative duties. The administrative requirements of this position shall be provided by the employer. The person appointed to this position shall not be a member of the committee.

(c) Agenda

All members of the committee shall have a right and a responsibility to submit agenda items. The agenda minutes and any relevant background documentation shall be circulated one week prior to the meetings.

(d) Preparation

Reasonable time in working hours shall be provided to Union/employee representatives for the purpose of preparing for the meeting. Union/employee representatives and an official of the Union may, at a time convenient to the employer, during working hours, hold meetings with the work force or part of the work force prior to meetings of the committee.

(e) Meetings

The committee shall meet as least every two months unless the committee determines that it shall meet on a more frequent basis.

The meetings of the committee shall be held at a place and time convenient to management, but shall be held during normal working hours. Attendance at committee meetings shall be treated as and paid for time worked.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with the agenda items. Meetings shall operate on a consensus basis.

(f) Minutes

The Secretary shall minute the proceedings of each meeting of the committee. The minutes shall be circulated to each member of the committee within one week of the meeting, verified by committee members prior to the next meeting, and signed by the Chairperson at the next of the committee as a true and correct record of the proceedings of the committee.

(g) Future Meetings

The date of the next meeting of the committee shall be set at the close of the previous meeting.

(h) Confidentiality

All members of the consultative committee and the Secretary of the committee shall accept that, whilst the spirit of genuine consultation is to be paramount, at no time shall the committee have placed before it any matter, the confidentiality of which is in the company's best interests, or where confidentiality has been specifically agreed with a third party.

(i) Management Response

Senior management must formally respond to the committee's recommendations. Normally this will take place prior to the next meeting of the committee.

(5) Feedback

(a) The minutes of the meetings of the committee shall be kept by the Secretary and shall be available upon request to any employee or any other person approved by the committee. As a matter of course, minutes shall be forwarded to the state secretary of the Union.

(b) Minutes of the committee shall be posted on the notice boards after ratification by the meeting.

(c) Reasonable time in working hours shall be provided to Union/employee representatives for the purpose of reporting back on items raised and agreements reached at the meeting. Union/employee representatives may, at a time convenient to the employer, during working hours, hold meetings with the work force or part of the work force following meetings of the committee.

(6) Training

All members of the committee shall be entitled to training in meeting procedures and relevant related skills required to ensure that they are in a position to represent their constituents and play an active role in the operation of the committee. The nature, time and extent of training provided shall be determined between management and the Union.

(7) Evaluation

A review of these procedures shall be conducted at the end of each twelve months operation.

(8) Procedures to be Adopted in Developing an Enterprise Flexibility Agreement

The procedures to be followed in developing an enterprise flexibility agreement are as follows:

(a) STEP ONE

The party raising a measure or measures for consideration shall place the matter on the agenda of a forthcoming meeting of the consultative committee.

(b) STEP TWO

The party raising the measure or measures for consideration shall outline the proposal at a meeting of the consultative committee and the outline shall be recorded in the minutes of the meeting. The party receiving the proposal shall not be required to respond to the proposal at that meeting.

At the same time a written outline of the proposal shall be forwarded to the secretary of the Union.

(c) STEP THREE

The consultative committee shall post the proposal on the notice boards. They shall endeavour to express the proposal in a manner that enables the proposal to be understood by the work force. In particular, where there are a number of non-English speaking employees the consultative committee shall consider having the proposal translated into the main languages spoken in the work place so that all employees fully understand the proposal.

(d) STEP FOUR

The Union/employee consultative committee representatives shall be granted one day's leave with pay to attend a briefing session conducted by the Union to equip them to negotiate each enterprise flexibility agreement with the employer. Where an employee has used their full entitlement to Trade Union Training Leave in accordance with Clause 36. – Trade Union Training Leave of this award, the one day's leave shall be in addition to their entitlement.

(e) STEP FIVE

The Union/employee consultative committee representatives and the relevant official of the Union shall consult with the whole of the work force and the section of the work force affected by the proposal. An employer shall grant the whole of the work force one hour's leave with pay to attend a meeting conducted by the Union/employee representatives and the relevant official of the Union for the purpose of consultation. In the case of a work place where there are a large number of non-English speaking employees the employer shall favourably consider a request from the Union/employee consultative committee representatives or the relevant official of the Union for the engagement of interpreter/s to assist in the meeting so that the non-English speaking employees fully understand the proposal. In such case, reasonable time to conduct the meeting will be longer than in the case where an interpreter/s is not used.

(f) STEP SIX

The consultative committee shall then consider the proposal and views of the work force and attempt to reach an enterprise flexibility agreement. As necessary, the Union/employee consultative committee representatives will refer the draft to the committee for comment.

(g) STEP SEVEN

If the consultative committee reaches agreement it shall record the agreement in writing and forward it to the secretary of the Union, who shall arrange with the employer to jointly conduct a vote of the work force affected.

(h) STEP EIGHT

In the case of a proposal which does not affect the provisions of the award, if a majority of the work force affected are in favour of the proposal, the proposal shall be forwarded as a recommendation to senior management.

(i) STEP NINE

If the recommendation is accepted then senior management shall refer the proposed agreement in writing to the secretary of the Union for approval or otherwise. The Union shall not unreasonably withhold agreement.

(j) STEP TEN

If the proposed agreement in writing is approved by the secretary of the Union then it shall be signed by senior management and the secretary of the Union.

(k) STEP ELEVEN

The agreement shall then be submitted to the Western Australian Industrial Relations Commission for approval and if approved shall take precedence over any provision of this award to the extent of any inconsistency.

36. – DISPUTE SETTLEMENT PROCEDURE

Where a dispute arises the following steps shall be taken:

STEP ONE

As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the appropriate supervisor, the employee or the employees concerned and the Union representative who shall attempt to settle the dispute.

STEP TWO

If the dispute is not resolved the issue or claim shall be considered jointly by the appropriate senior management representative in conjunction with the Union representative who shall attempt to settle the dispute.

STEP THREE

If the dispute is not resolved the issue or claim shall be considered jointly by the employer and an official of the Union who shall attempt to settle the dispute.

STEP FOUR

If the dispute is not resolved the dispute may then be notified to the Western Australian Industrial Relations Commission. The parties may request that the matter be dealt with in accordance with Clause 30. – Boards of Reference of this award or by a member of the Commission who shall resolve the dispute by conciliation or arbitration.

37. – TRADE UNION TRAINING LEAVE

(1) Subject to subclause (2) hereof, a Union delegate or elected work place representative shall, 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 Australian Trade Union Training Authority which are designed to promote good industrial relations and industrial efficiency within industry.

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

(2) Employers may approve leave in accordance with the clause subject to the following limitations:

(a) where the employer employs up to and including 49 employees in a work place, 5 union delegates or elected work place representatives may be granted 5 days leave per calendar year;

(b) where the employer employs between 50 and 150 employees inclusive in a work place, 10 union delegates or elected work place representatives may be granted 5 days leave per calendar year;

(c) provided the numbers contained in this clause may be varied by mutual agreement between the Union and the employer.

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

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

(4) Leave of absence granted pursuant to this clause shall count as service for all purposes.

(5) 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, such wages to be calculated in accordance with Clause 18. – Wages of this award.

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

(8) In the event that a scheduled rostered day off resulting from a work arrangement established in accordance with Clause 11. – Rest Period of this award falls within a period of leave approved pursuant to this clause, no alternative shall be substituted in lieu.

(9) Employees granted leave pursuant to this clause shall inform their employer after the completion of the course of the nature of the course and their observations on it.

APPENDIX – RESOLUTION OF DISPUTES REQUIREMENTS

(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).

(2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.

(3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

DATED at Perth this 15th day of June, 1973.

SCHEDULE OF RESPONDENTS

Cut It Out
870 Hay Street
PERTH WA 6000

The Western Australian Clothing and Allied
Trades' Industrial Union of Workers
Level 5, 25 Barrack Street
PERTH WA 6000

Fullin Tailoring Company
567 Beaufort Street
HIGHGATE WA 6003

David T. Sportswear
28 Collingwood Street
OSBORNE PARK WA 6017

Regalia Craft
116 Roe Street
NORTHBRIDGE WA 6003

Desam Fashion Design
Unit 5, 14-16 Sundercombe Street
OSBORNE PARK WA 6017

Sinikka Furs
117 Barrack Street
PERTH WA 6000

Cupids Bridal
Upper Level
92-94 Barrack Street
PERTH WA 6000

Thompsons Frock Shop
1267 Hay Street
WEST PERTH WA 6005

Adelphi Tailoring Co
239 Main Street
OSBORNE PARK WA 6017

Million Dollar Clothing Company
Unit 12/1 Irwin Road
WANGARA WA 6065

Obsessions Gym and Swimwear
Shop 37038 Gosnells Railway Market
GOSNELLS WA 6110

Daneechi Activewear Pty Ltd
30 Rokeby Road
SUBIACO WA 6008

Aussie Gold
1 Howlett Street
NORTH PERTH WA 6006

Don Sinclair Agencies Pty Ltd
312 Murray Street
PERTH WA 6000

Jost Enterprises Pty Ltd T/A Logo Australia
Unit 39, 3 Park Avenue
CRAWLEY WA 6009

SCHEDULE A

CLOTHING TRADES AWARD 1973

APPLICATION FOR REGISTRATION

To the Registrar
Western Australian
Industrial Relations Commission
Supply House
815-823 Hay Street
PERTH WA 6000

Pursuant to Clause 25C of the above award, application is hereby made for the registration of ….....

(Insert full title of applicant employer)

of ….....

(address of factory/workshop)

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

….....

….....

Grounds in support of this application are:

….....

…..... ….....

Date of application Signature by or on behalf of applicant for registration

….....

Position/title of person signing

cc. The Western Australian Clothing and Allied Trades' Industrial Union of Workers, Room 103, 1st Floor 82 Beaufort Street PERTH WA 6000: For information; and with any objection to be notified in writing to the Registrar and the Applicant within 21 days of the date of application

Result

SCHEDULE B

Schedule of respondent employers registered pursuant to Clause 25C of the Award:

Regist-ration Number	Employer	Address	Unconditional Registration	Term Of Registration (from / to)
CTA 1/91	VU Clothing	Unit 1/38 West Chester Road MALAGA	Yes	from 27/08/91 to 26/08/92
CTA 2/91	Million Dollar Clothing Company	7 Walcha Street MULLALOO	Yes	from 02/09/91 to 01/09/92
CTA 3/91	Corporate Profile Pty Ltd	34 Queen Street PERTH	Yes	from 06/09/91 to 05/09/92
CTA 4/91	Classic Sportwear Pty Ltd	4/16 Abrams Street BALCATTA	Yes	from 24/09/91 to 23/09/92
CTA 5/91	Saigon Clothing	191 Brisbane Street PERTH	Yes	from 02/10/91 to 01/10/92
CTA 6/91	Santosha Surfboards	13 Collingwood Street OSBORNE PARK	Yes	from 03/10/91 to 02/10/92
CTA 7/91	Mike & Monic Clothing Manufacturers	Unit 11, 6 Chalkley Place BAYSWATER	Yes	from 07/10/91 to 06/10/92
CTA 8/91	Sunwest	Unit 6, 39 Delawney Street BALCATTA	Yes	from 09/10/91 to 08/10/92
CTA 9/91	David-T-Sports	2/28 Collingwood Street OSBORNE PARK	Yes	from 17/10/91 to 16/10/92
CTA 10/91	Coca-Raja Australia Pty Ltd	6/33 Hector Street OSBORNE PARK	Yes	from 24/10/91 to 23/10/92
CTA 11/91	Hyland Nominees Pty Ltd	8 Kembla Way WILLETTON	Yes	from 22/10/91 to 21/10/92
CTA 12/91	Rowe Gardens Pty Ltd	26 Queen Street PERTH	Yes	from 12/11/91 to 11/11/92
CTA 13/91	Roseanne Rowland Design	9 Forrest Street SUBIACO	Yes	from 18/11/91 to

				17/11/92
CTA 14/91	Jost Enterprises t/a Logo	260 Stirling Street PERTH	Yes	from 19/12/91 to 18/12/92
Regist-	Employer	Address	Unconditional	Term Of
ration			Registration	Registration
Number				(from / to)
CTA 1/92	Million Dollar Clothing Co P/L	3/1 Irwin Road WANGARA	Yes	from 23/11/92 to 22/11/93
CTA 1/93	Westloan Pty Ltd Roman Garments	Unit 9, 93 Hector Street, OSBORNE PARK	Yes	from 19/02/93 to 18/02/94
CTA 2/93	Million Dollar Clothing Co Pty Ltd	3/1 Irwin Road WANGARA	Yes	from 16/11/93 to 15/11/94
CTA 3/93	OzSpirit Pty Ltd	143 Claisebook Road PERTH	Yes	from 18/11/93 to 17/11/94
CTA 4/93	Kolman Industrial	121 Fitzgerald Street WEST PERTH	Yes	from 21/12/93 to 20/12/94
CTA 2/94	Million Dollar Clothing Company Pty Ltd	3/1 Irwin Road WANGARA	Yes	from 11/11/94 to 10/11/95

APPENDIX – S.49B – INSPECTION OF RECORDS REQUIREMENTS

(1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:

(a) The employer may refuse the representative access to the records if: -

(i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

V A R I A T I O N R E C O R D

CLOTHING TRADES AWARD 1973

NO. 16 OF 1972

Delivered 15/06/73 at 53 WAIG 602

Section 93(6) Consolidation 20/10/82 at 62 WAIG 2751

Section 93(6) Consolidation 01/09/88 at 68 WAIG 2277

Section 93(6) Consolidation 15/01/93 at 73 WAIG 475

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1 A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles – August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles – November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles – June, 1998)				
	Del Cl	609/99	06/07/99	79 WAIG 1847
2. Arrangement				
	Ins.(2A);Del.(32)	1096/88	11/10/88	68 WAIG 3026

Ins.(32)	762/87	01/08/89	69 WAIG 3020
Del.2A	1940/89	08/09/89	69 WAIG 2913
Cl.	461A/88	15/09/89	70 WAIG 93
Del.(25) & Ins.25A,25B,25C	1470/87	18/03/91	71 WAIG 1229
Cl.	1086/90(R2)	15/07/91	71 WAIG 2279
Ins. 37	693/90	29/07/91	71 WAIG 2279
Ins. Schedule A & B	1086/1/90	15/11/91	71 WAIG 3215
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Cl.	1304/91	06/10/93	73 WAIG 2980
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution…	693/96	16/07/96	76 WAIG 2768
Ins. Appendix	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847

(2A.- State Wage Principles-September 1988)

Ins. Cl.	1096/88	11/10/88	68 WAIG 3026
Del. Cl.	1940/89	08/09/89	69 WAIG 2913

3. Scope

4. Area

5. Term

6. Definitions

7. Contract of Service

(10)	461A/88	15/09/89	70 WAIG 93
Ins. (12)	1086/90(R2)	15/07/91	71 WAIG 2279
Ins. (13)	1303/91	05/02/92	72 WAIG 511

(8. Preference to Unionists)

Cl. & Title	1086/90(R2)	15/07/91	71 WAIG 2279

8. Part Time Employees

9. Hours of Work

(1)(a),(5),Ins(6)	461A/88	15/09/89	70 WAIG 93
Ins. (7)	1086/90(R2)	15/07/91	71 WAIG 2279

10. Meal Interval

11. Rest Period

12. Overtime

Ins. (7)	1086/90(R2)	15/07/91	71 WAIG 2279
(4)rate	693/90	29/07/91	71 WAIG 2279
(4)	2081/01	30/01/02	82.47WAIG 259
(4)	1555/02	20/08/03	83 WAIG 3089
(4)	935/2005	16/12/05	86 WAIG 49
(4)	123/07	08/02/08	88 WAIG 201
(4)	101/08	06/11/08	88 WAIG 2119

13. Holidays

14. Annual Leave

Ins. (14)	1086/90(R2)	15/07/91	71 WAIG 2279

15. Absence through Sickness

16. Bereavement Leave

17. Long Service Leave

18 Wages

Cl.	1096/88	11/10/88	68 WAIG 3026
Cl.	461A/88	15/09/89	70 WAIG 93
Cl.	2182/89(R)	26/03/90	71 WAIG 1457
Cl.	1086/90(R2)	15/03/91	71 WAIG 2279
“A” & preamble for “B”	1086/1/90	15/05/91	71 WAIG 3215
"B"Table	1303/91	05/02/92	72 WAIG 511
Text for “B” & D	482/92	15/05/92	72 WAIG 1572

18A. Rates of Pay Post Transition Period

Ins. Cl.	1304/91	06/10/93	73 WAIG 2980
(2)	1651/93	24/02/94	74 WAIG 919
(1) & (2)	698/94	28/03/95	75 WAIG 924
(1)&(2)	431A/96	28/06/96	76 WAIG 2409
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Rates & Text(2)(c)	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
(2)(a)	821/00	23/02/01	81 WAIG 845
Cl	752/01	01/08/01	81 WAIG 1721
(2)(a)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2080
Cl	570/04	4/06/04	84 WAIG 1521 & 1650
Cl.	576/05	07/07/05	85 WAIG 2089
Cl	957/05	07/07/06	86 WAIG 1631 & 1835
Cl.	1/07	01/07/07	87 WAIG 1487 & 1713
Cl	115/07	01/07/08	88 WAIG 773 & 946
Cl	1/09	01/10/09	89 WAIG 735 & 1363

18B. Transition Period

Ins. Cl.	1304/91	06/10/93	73 WAIG 2980

18C. Translation Procedure

Ins. Cl.	1304/91	06/10/93	73 WAIG 2980

19. Minimum Wage

(min wage increase)	730/88	01/10/88	68 WAIG 2412
(min wage increase)	1940/89	01/10/89	69 WAIG 2913
min. Wage $268.80	1309 & 1310/91	24/09/91	71 WAIG 2748
Min. Wage $275.50	415A/92	30/11/92	73 WAIG 4
Min.wage prov	940/97	14/11/97	77 WAIG 3177
New Prov	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2080
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083 & 2267
Cl.	957/05	07/07/06	86 WAIG 1631 & 1835
Cl	115/07	01/07/08	88 WAIG 773 & 946
Cl	1/09	01/10/09	89 WAIG 735 & 1363

20. Mixed Functions

(21.-Junior Workers)

Title	693/90	29/07/91	71 WAIG 2279

21. Junior Employees

Cl.	2182/89(R)	26/03/90	71 WAIG 1457
(1)	1304/91	06/10/93	73 WAIG 2980

22. Location Allowance

(1),(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	01/07/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869
Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	1050/00	01/08/00	80 WAIG 3153
Cl.	718/01	01/07/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Corr. Order Schedule B (7)(a)(i)&(ii)	24/09	01/07/09	89 WAIG 2483

(23.Casual Workers)

Cl.& Title	461A/88	15/09/89	70 WAIG 93

(23. Casual Workers and Part-Time Workers)

Cl.& Title	1086/90(R2)	15/07/91	71 WAIG 2279
(EDIT-NOTE Order incorrect in refering to Clause title)			

23. Casual Employees

24. Payment by Results

Cl.	1740/91	01/07/92	72 WAIG 1570

(25. Outworkers)

Del.	1470/87	18/03/91	71 WAIG 1229

25A. Outworkers

Ins.Cl.	1470/87	18/03/91	71 WAIG 1229

25B. Contract Work

Ins.Cl.	1470/87	18/03/91	71 WAIG 1229

25C. Registration of Employers For the Purposes of Clause 25A and 25B

Ins.Cl.	1470/87	18/03/91	71 WAIG 1229
(1);(2); & (6)	907/91	25/07/91	71 WAIG 2277

(26. Aged, Infirm or Slow Workers)

Title	693/90	29/07/91	71 WAIG 2279

26. Aged, Infirm or Slow Employees

27. Time and Wages Record

Ins text.(2)	491/98	16/04/98	78 WAIG 1471

28. Right of Entry

29. General Conditions

30. Board of Reference

31. Maternity Leave

(32. No Extra Claims)

Del Cl.	1096/88	11/10/88	68 WAIG 3026

32. Superannuation

Ins. Cl.	762/87	01/08/89	69 WAIG 3020
Ins. Text	599/98	30/06/98	78 WAIG 2559

33. Traineeships

Ins.cl	461A/88	15/09/89	70 WAIG 93

34. Enterprise Flexibility

Ins. Cl.	1086/90(R2)	15/07/91	71 WAIG 2279

35. Consultative Committees

Ins. Cl.	1086/90(R2)	15/07/91	71 WAIG 2279

36. Dispute Settlement Procedure

Ins. Cl.	1086/90(R2)	15/07/91	71 WAIG 2279

37. Trade Union Training Leave

Ins. Cl.	693/90	29/07/91	71 WAIG 2279

Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
Cl	2053/97	22/11/97	77 WAIG 3079

Schedule of Respondents

Ins Resp	782/91	11/10/91	71 WAIG 3369
Ins Resp	782/1/91	12/10/91	71 WAIG 3216
Del Resp	76/80 pt 11	02/12/91	71 WAIG 3296
Del Resp	76/80 pt 82	01/04/92	72 WAIG 844
Del & Ins	1555/02	20/08/03	83 WAIG 3089

Schedule A

Ins. Sch.	907/91	25/07/91	71 WAIG 2277

Schedule B

Ins. Sch.	907/91	25/07/91	71 WAIG 2277

Appendix - S.49B - Inspection of Records Requirements

Ins. App.	694/96	16/07/96	76 WAIG 2789
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471

(EDITORS' NOTE: The text within the Award involving the term "worker" amended to "employee" with relevant grammatical changes. Text pertaining to specific gender ie. "he" amended to "he/she" and "him" to "him/her". These amendments were effected by order 693/90 effective 29/07/91)