

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

Tasmanian Trades and Labor Council
(T13142 of 2008)
Private Sector Awards

Minister administering the *State Service Act 2000*
(T13143 of 2008)
Public Sector Awards

FULL BENCH:

PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by \$19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to \$14.60 - State Minimum Wage rate determined at \$546.10 - s.35(1)(b) – operative date ffpp 1 August 2008

CLOTHING INDUSTRY AWARD

ORDER BY CONSENT -

**No. 1 of 2008
(Consolidated)**

AMEND THE **CLOTHING INDUSTRY AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

1. TITLE

This award shall be known as the 'Clothing Industry Award'.

2. SCOPE

This award is established in respect of the manufacturing/making and/or altering and/or repairing and/or work incidental thereto of all wearing apparel including the making and/or trimming and/or repairing of hats, caps and bonnets.

3. ARRANGEMENTS

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4. DATE OF OPERATION

This award shall come into operation from the first full pay period to commence on or after 1 August 2008.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Clothing Industry Award No. 1 of 2007 (Consolidated).

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

6. AWARD INTEREST AND PERSONS BOUND

(a) The following employee organisations have an interest in this award under Part V of the *Industrial Relations Act 1984*:

Textile, Clothing and Footwear Union of Australia, Tasmanian Branch.

(b) The following employer organisations have an interest in this award under Part V of the *Industrial Relations Act 1984*:

(i) Retail Traders Association of Tasmania;

(ii) Tasmanian Chamber of Commerce and Industry Ltd;

(iii) Australian Retailers Association - Tasmania Division.

(c) This award is binding upon:

(i) all employers covered by this award; and

(ii) all employees covered by this award.

7. DEFINITIONS

Classifications

Entry Level

(% Wage relativity to employee skill level 4 after minimum rate and broadbanding adjustment - 78%)

Employee 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.

Employee Skill Level 1

(% Wage relativity to employee skill level 4 after minimum rate and broadbanded adjustment - 82%)

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 exercised 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.

Employee Skill Level 2

(% Wage relativity to employee skill level 4 after minimum rate and broadbanded adjustment - 87.4%)

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 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.

Employee Skill Level 3

(% Wage relativity to employee skill level 4 after minimum rate and broadbanding adjustment - 92.4%)

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.

- (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, and recommend improvements to production and/or quality.
- 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 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.

Employee Skill Level 4

(% Wage relativity to employee skill level 4 after minimum rate and broadbanding adjustment - 100%)

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 the 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 of necessary repair).
8. May commence training in additional skills required to advance to a higher skill level.

Employee Skill Level 5

(% Wage relativity to employee skill level 4 after minimum rate and broadbanding adjustment - 110%)

To be determined.

EXPLANATION OF TERMS

1. Basic tasks

Uncomplicated tasks which are easily learned to 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 2 tasks and which may require fabric knowledge, whether machine or not 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.

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 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 (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;

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

8. Skill

The application of 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 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.

21. Quality deviations

Departures from the 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, flexibility and in co-operation with each other to ensure efficient and effective performance.

General

'Casual Employee' means an employee who is engaged to work on an irregular basis, as and when required, and shall include any employee who is engaged for a period of less than 20 consecutive working days.

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

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

'Part-time Employee' means an employee who is engaged by the week to work on a regular basis for less hours per week than 38.

'Show Day' means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer, therefore making a total of 11 paid public holidays per year.

'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.

8. WAGE RATES

(a) Adult employees in a classification hereunder mentioned shall be paid the base rate and supplementary payments appearing opposite that classification:

	Base Rate Relativity	Base Rate	Safety Net Adjustment	Weekly Wage Rate
	%	\$	\$	\$
Entry Level				
New Employee less than 3 months service	78	325.40	220.70	546.10
Employee Skill Level 1	82	342.10	220.70	562.80
Employee Skill Level 2	87	364.60	220.70	585.30
Employee Skill Level 3	92	385.50	220.70	606.20
Employee Skill Level 4	100	417.20	222.70	639.90
Employee Skill Level 5	110	458.90	222.70	681.60

PROVIDED that for the purpose of identifying an employee's new classification in accordance with the creation of a new broadly based and generic classification structure Schedule A to this award shall apply.

(b) Apprentices

The minimum weekly wage rate to be paid by employers to apprentices shall be the undermentioned percentages of the Employee Skill Level 4 rate of wages appearing in subclause (a) - Wage Rates.

	Percentage of Employee Skill Level 4
	%
First year - 1st 6 months	45
First year - 2nd 6 months	50
Second year - 1st 6 months	55
Second year - 2nd 6 months	60
Third year - 1st 6 months	65
Third year - 2nd 6 months	70
Fourth year - 1st 6 months	75
Fourth year - 2nd 6 months	80

Thereafter the appropriate adult rate.

(c) Juniors

The minimum weekly wage rate to be paid by employers to Junior Workers shall be the undermentioned percentages of the weekly wage rate appearing subclause (a) - Wage Rates of this clause for the classification 'Employee Skill Level 2'.

	Percentage of Employee Skill Level 2 %
16 years and under	50
16 & 1/2 years	55
17 years	60
17 & 1/2 years	65
18 years	69
18 & 1/2 years	72
19 years	75
19 & 1/2 years	80
20 years	85

PROVIDED that any Juniors:

- (i) with at least 3 years and not more than 4 years experience in the clothing industry shall be paid not less than the percentage of the rate for a 20 years old junior.
- (ii) after 4 years experience in the Clothing Industry shall be paid the appropriate rate for an adult employee in the classification in which he or she is employed.
- (iii) on attaining 20 years of age who has had more than 2 years experience in the clothing industry shall be paid the appropriate adult rate.
- (iv) Time served by an apprentice or junior in any occupation for which a classification is prescribed by this award in similar experience in the same classification in the Textile Industry shall be counted as experience for the purpose of apprenticeship indenture or continuance of junior experience, both as regards wages and the terms to be served in respect of the continuation of the employment by such apprentice or junior in the occupation covered by such classification.

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

(d) Supported Wage System

(i) Eligibility criteria

Subject to this subclause an employer may engage employees at a supported wage rate (as set out in paragraph (iii) of this subclause) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

PROVIDED that this subclause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

PROVIDED FURTHER that this subclause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the above Act, or if a part only has received recognition, that part.

(ii) For the purposes of this subclause:

- (1) **'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.
- (2) **'Accredited Assessor'** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (3) **'Disability Support Pension'** means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (4) **'Assessment instrument'** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(iii) Supported wage rates

Employees to whom this subclause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity (paragraph (iv))	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

PROVIDED that the minimum amount payable shall be not less than \$66 per week.

(iv) Assessment of capacity

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

- (1) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;
- (2) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(v) Lodgment of assessment instrument

- (1) All assessment instruments under the conditions of this subclause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.
- (2) All assessment instruments shall be agreed and signed by the parties to the assessment.

PROVIDED that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(vi) Review of assessment

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

(vii) Other terms and conditions of employment

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

(viii) Workplace adjustment

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

(ix) Trial Period

- (1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with paragraphs (iv) and (v).
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$66 per week or such greater amount as is agreed from time to time between the parties.
- (4) Work trials should include induction or training as appropriate to the job being trialed.

- (5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph (iii) hereof.

(e) Minimum Wage

(i) Minimum Wage

No employee shall be paid less than the minimum wage.

(ii) Amount of Adult Minimum Wage

- (1) The minimum wage for full-time adult employees not covered by subclause (d) - Supported Wage System is \$546.10 per week.
- (2) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in subclause (ii)(1).
- (3) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. **PROVIDED** that such employees shall not be paid less than pro rata the minimum wage specified in subclause (ii)(1) according to the number of hours worked.

(iii) How the Minimum Wage Applies to Juniors

- (1) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause (iii)(2) is greater.
- (2) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause (ii)(1).

(iv) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

(v) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

- (1) applies to all work in ordinary hours;
- (2) applies to the calculation of overtime and all other penalty rates, superannuation, payments during personal leave, long service leave and annual leave, and for all other purposes of this award; and
- (3) is inclusive of the arbitrated safety net adjustment provided by the July 2008 State Wage Case Decision (T.13142 of 2008) and all previous safety net and state wage case adjustments.

9. ANNUAL LEAVE

(a) Period of Leave

A period of one hundred and fifty two hours paid annual leave shall be allowed annually to an employee after 12 months continuous service (less the period of annual leave).

(b) Annual Leave Exclusive of Holidays with Pay

Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 14 - Holidays with Pay, and if any such 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 for each such holiday falling as aforesaid.

Where a holiday falls as aforesaid and the employee fails, without reasonable cause (proof whereof shall be upon the employee), to attend for work at the employees ordinary starting time on the working day immediately following the last day of the period of the employees annual leave, the employee shall not be entitled to be paid for such holiday.

(c) Calculation of Continuous Service

For the purpose of this clause, service shall be deemed to be continuous notwithstanding -

- (i) Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

- (ii) Any absence from work on account of personal sickness or accident, and in calculating the period of 12 months' continuous service, absence on account of personal sickness or accident to the extent of 91 days in any 12 months shall be deemed to be part of the period of continuous service;
- (iii) Any absence with reasonable cause, proof whereof shall be upon the employee, or leave lawfully granted by the employer, but such absence shall not be taken into account in calculating the period of 12 months' continuous service.

(d) Proportionate Leave on Termination of Service

If after one months' continuous service is any qualifying monthly period an employee lawfully leaves employment or employment is terminated by the employer through no fault of the employee, the employee shall be paid at his/her ordinary rate of wage as follows:

12.67 hours for each completed month of service.

(e) Payment in Lieu Prohibited

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided in subclause (d) of this clause, payment shall be made or accepted in lieu of annual leave.

(f) Payment of Period of Leave

All employees, before going on annual leave, shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. In addition thereto, all employees, other than casual employees (as defined), and part-time employees (as defined) engaged to work less than 20 hours per week shall receive a loading of 17½ percent on the payment made for annual leave.

(g) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding 6 months from the date when the right to annual leave accrued. Where practicable, and unless otherwise mutually arranged between the employer and the employee, at least 2 weeks' notice shall be given to the employee that his/her annual leave is to be taken.

(h) Broken Leave

Leave allowed under the provisions of subclause (a) shall be granted and taken in one consecutive period, or where the employer and employee agree, in any combination.

(i) Annual Shut Down

Where an employer closes down his plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following shall apply:

the employer may, be giving no less than three months' notice of his intention so to do, stand off for the duration of the closedown all employees in the plant or section or sections concerned and allow to those who are not qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to subclause (h) hereof, paid leave on a proportionate basis for 12 2/3 hours for each completed month on continuous service subject to and the including the initial qualifying period of one month of continuous service with the employer.

PROVIDED that where in any establishment a ballot indicates that at least 75 per cent 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.

(j) Disputes

Any dispute arising out of this clause shall be determined by the Tasmanian Industrial Commission, whose decision shall be final.

10. BEREAVEMENT LEAVE

- (a) An employee shall on the death of wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother, grandchild, be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in 3 ordinary days.

PROVIDED that no payments shall be made in respect of an employee's rostered days off.

furnished by the employee to the satisfaction of the employer.

PROVIDED FURTHER that this clause shall have no operation while the period of entitlement to leave is coincides with any other period of entitlement to leave.

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

(b) Unpaid Bereavement Leave

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

(c) Casual Employees and employees in receipt of a loading in lieu of paid leave

- (i) Subject to the evidentiary requirements in subclause (a) of this clause, casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual Employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

11. CASUAL WORKERS

A casual employee shall be paid as follows:

- (a) the ordinary time rate of pay plus 33 1/3 per cent; or
- (b) if on any system of payment by results - the appropriate rate plus 33 1/3%.

Upon engagement a casual employee shall be given written notice by the employer that their employment is on a casual basis.

A casual employee shall not be entitled to paid annual leave, holidays with pay, or personal leave, but, unless specifically excluded, all other award provisions shall apply to casual employees.

12. CONTRACT OF EMPLOYMENT

- (a) With the exception of employees engaged as specified in Clause 11 - Casual Workers and Clause 22 - Part-Time Employees hereof, all employment shall be by the week and shall be terminated only by a week's notice by either party or the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for neglect of duty or misconduct; in such cases the wages shall be paid up to the time of dismissal only.
- (b) Monies due shall include a payment in lieu for any time which may have accrued in accordance with an arrangement pursuant to Clause 15 - Hours, subclause (a)(ii).
- (c) Except as prescribed in Clause 14 - Holidays with Pay, Clause 9 - Annual Leave and Clause 24 - Personal Leave an employee not attending for duty shall lose his pay for the actual time of non-attendance.
- (d) Notwithstanding anything contained in subclause (a) hereof, during the first two weeks of employment the services of an employee may be terminated by the giving of one hour's notice on either side, or by the payment of forfeiture of one hour's pay in lieu of notice as the case may be.

PROVIDED that, after the first pay and during the balance of the first two weeks of employment, where on any day the employer terminates the services of an employee other than for malingering, neglect of duty or misconduct, he shall be required to pay the employee not less than a day's pay for that day.

13. EXISTING WAGE RATES

No employee shall have his rate of wages reduced as a result of this award.

14. HOLIDAYS WITH PAY

- (a) All employees on weekly hire shall be allowed the following days as paid holidays: New Year's Day, Australia Day, Hobart Regatta Day, (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined in Clause 7 - Definitions), Recreational Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- (b) Payment for the holidays mentioned in subclause (a) which are taken and not worked, shall be at normal rate if pay which would have applied to the employee concerned, when, if it were not for the said holiday, he had been at work.
- (c) Payment to an employee for work performed on holidays mentioned in subclause (a) shall be at the rate prescribed elsewhere in this award.

- (d) Should the rostered day off agreed to in accordance with an arrangement pursuant to Clause 15 - Hours, subclause (a)(ii), fall on a public holiday, the employer shall allow the employee to take the day off on the working day next following.
- (e) Any continuation 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 holiday falling within this period of leave.

15. HOURS

- (a) (i) Subject to any part of this award which prescribes otherwise, all employees other than casual employees and part-time employees, shall be engaged by the week. Except where an arrangement has been made in accordance with subclause (ii) hereof, thirty-eight hours shall constitute a week's work to be worked within five days, Monday to Friday inclusive, and within the following hours: time of beginning 7.30am, time of ending 6.00pm: but no employees shall be rostered for duty for longer than eight hours without payment of overtime unless an arrangement has been made in accordance with the last proviso to this subclause.

PROVIDED that in retail stores employees may be rostered for ordinary duty on five-and-a-half days rather than five days of the week at ordinary rates of pay within hours prescribed by the appropriate award applies to retail shop employees.

PROVIDED FURTHER that any other starting and finishing times, other than those 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 at least 75% of the employees concerned and assented to by the union in writing or as approved by the Tasmanian Industrial Commission.

- (ii) Subject to the daily limitations prescribed in subclause (a)(i) hereof, where the employer and a majority of employees agree the hours of work may be arranged by any one of the following methods:
 - (1) by working shorter hours on one or more days of each week;
 - (2) fix a day on which all employees will be off during a particular work cycle;
 - (3) roster employees off on various days of the week during a particular work cycle.

- (iii) On each site, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the object being reach agreement on the method of implementation.
- (b) Where employees are entitled to a rostered day or days off in accordance with subclause (a)(ii)(b) and (c) hereof, the employer shall notify such employees not less than 4 weeks in advance of the week day he or she is to 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 the actual time accrued.
- (c) Where the employer and employees agree, rostered days off may accumulated to a maximum of 4 days which shall betaken in one continuous period within one month of such accrual.
- (d) Where an 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.
- (e) (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 subclause (a)(ii) hereof, for another day in the case of a breakdown in 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 employer, may substitute the day he is to take off another day.
- (f) Except in case of an emergency the employer shall give one week's notice of any alteration to the starting and finishing times of ordinary work.
- (g) The employer and the majority of employees in the plant, business, section or sections concerned, may agree that the ordinary working hours are to exceed 8 on any one day, thus enabling a week day off to be taken more frequently than would otherwise apply.

16. MEAL ALLOWANCE

Employees who are required to work overtime after the usual time of ceasing work for more than one and a half hours shall be paid a meal allowance of \$14.60 in addition to any other wage rates they may be entitled to.

17. MEAL PERIOD

A meal period of not less than 30 minutes shall be allowed each employee. Such meal period shall be taken the hours of 11.30am and 2.30pm.

18. MIXED FUNCTIONS

An employee engaged for more than half of one day on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day. If for less than half of one day he or she shall be paid the higher rate for the time so worked.

PROVIDED that where an employee is engaged for more than half of a week on higher grade work, the employee shall be paid for the full week at the higher rate of pay.

19. OUTWORKERS

(a) An employer shall not employ any person to perform work covered by this award outside the employer's workshop or factory unless that employer is a registered employer of outworkers, pursuant to subclause (b).

(b) (i) During the period of 3 months immediately after the first full pay period to commence on or after 18 December 1996 all employers shall be deemed to be registered employers for the purposes of subclause (a) of this clause. At the conclusion of this period all employers who wish to engage outworkers must make application to the Tasmanian Industrial Commission for continued registration.

(ii) Any application for registration shall in the first instance be considered by the union(s) party to this award. Where the union agrees with the application to the Commission shall register the employer for the purposes of this clause.

Where agreement is not reached the matter shall be heard and determined by the Tasmanian Industrial Commission.

An employer may choose to forego consideration of an application for registration by the union(s) and have the matter determined in the first instance by the Tasmanian Industrial Commission.

(iii) The following employers shall be deemed to be registered employers for the purposes of this clause, and such registration will continue beyond the three month period set out in paragraph (i) of this subclause:

Raelene Rose Turley - t/a Blue Horizons Outdoor Clothing Company

BC & A McCarthy - t/a Van Dieman Uniform Supplies

Routleys Pty Ltd

Southern Cross Country Pty Ltd

- (c) An employer shall not employ a person to perform work covered by this clause outside the workshop or factory unless prior agreement in writing has been reached between the employer and the employees as to whether that employee is to be employed on a full-time or 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.

- (d) An employer shall 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.

- (e) An employer shall:

- (i) pay any outworkers employed at the rates prescribed by Clause 8 - Wage Rates and Clause 25 - Piece Work 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.

- (ii) pay for outwork performed in the ordinary working week at the minute rate of:
- (1) 1/2280 of the weekly award rate for the classification in which the outworker is employed for the first 38 hours worth of work; and
 - (2) The minute rate is subparagraph (1) above multiplied by 1.5 for the classification in which the outworkers employed, for each hour thereafter.

- (iii) pay for outworker performed on a Saturday or Sunday or a holiday with pay, at the minute rate in subparagraph (ii)(1) 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 holiday with pay unless there is prior agreement with the employer for the performance of work on any such day(s) in accordance with subparagraph (k)(xii) below.
 - (f) The provisions of Clause 25 - Piece Work shall apply to outworkers working under any system of payment by results, unless expressly excluded from such operation either in this clause or in Clause 25 - Piece Work itself.
 - (g) The employer shall provide sufficient work (that is 38 hours worth of work each week for full-time outworkers and at least 20 hours worth of work each week for part-time outworkers) in the ordinary working week where the outworker is ready, willing and able to perform such work.
- PROVIDED** that an outworker under any system of payment by results who is ready, willing and able to work:
- (i) on a full-time basis (i.e. 38 hours or more) in the ordinary working week but receives, in any such week, less than 38 hours worth of work from the employer, shall be paid in accordance with the following formula:
 - (A) if the employee receives no work at all the weekly award rate for the classification in which the outworker is employed.
 - (B) 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 (i.e. at least 20 hours) in the ordinary working week (for one or more employers) but receives in any such week, fewer hours worth of work than the number of hours for which the outworker was employed from any one such employer, shall be paid (by each employer) for the number of hours for which the outworker was employed. Such payment to be so much of the weekly award rate as is proportionate to the number of hours the worker was employed to work in any ordinary working week.
 - (h) A full-time outworker shall not be required 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 working week.
 - (i) Subject to subclause (k) below an employer shall not require any outworker to perform work on a Saturday or a Sunday or on any holiday with pay.
 - (j) An outworker shall be paid for each holiday with pay prescribed by Clause 14 - Holidays with Pay, 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.

(k) 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,
- (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 paragraph (b)(v) which when considered with the minute rate set out in paragraph (b)(vi) 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.
- (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 holiday with pay 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 holiday with pay on which it has been agreed that work will be performed and the number of hours to be worked on any such day.

- (xiii) the total amount to be paid to the person calculated in accordance with (k)(viii), (ix) and (x) above.

PROVIDED that a copy of this record shall be given to the person doing the work and the employers copy shall be available for inspection at the employer's premises by a person duly authorised in accordance with Clause 28 - Right of Entry of this award as if it was a record described in section 75 of the *Industrial Relations Act 1984*, and Industrial Relations Regulations pertaining thereto.

PROVIDED FURTHER that if the time period between delivery and pickup (arrived at via calculations under (k)(xi) above) will necessarily include:

- a Saturday; and/or
- a Sunday; and/or
- a holiday(s) with pay,

then the first agreed pickup date shall be reset (i.e. put back) to ensure, consistently with paragraph (x) above and given the number of days needed to do the work arrived at in (k)(xi) and (xii), 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 (11) above, to complete the work delivered (the rest pickup date will be hereinafter referred to as "the second agreed pickup date"):

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

- (l) Outworkers shall be entitled to paid annual leave in accordance with the provisions of Clause 9 - Annual Leave of this award.
- (m) an employer shall pay all wages due not later than two working days following end of the working week, at a time and by a method mutually agreed between the outworker and the employer.
- (n) Except as otherwise provided in this clause, all terms and conditions of employment provided for in this award shall apply to outworkers with the exception of the following clauses:

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- (o) The employer shall provide outworkers with all necessary materials, trimmings and sewing threads.
- (p) The employer shall cause all work to be delivered to and collected from an outworker free of charge.
- (q) Any dispute arising out of or concerning this award relating to the employment of an outworker may be referred to the commission.

20. OVERTIME

- (a) For all time of duty in excess of ordinary hours or before the time fixed for commencing work or after the time fixed ceasing work and for work after 6.30pm on Friday, payment shall be made at the rate of time and a half for the first 3 hours and double time thereafter.
- (b) An employee who is recalled to work overtime after a period of one hour from the time fixed for ceasing work, whether or not he has been notified before ceasing work, shall receive a minimum payment as for 3 hours worked.

21. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

- (a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (ii) **'Continuous service'** means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with this clause;
 - (2) any period of part-time employment worked in accordance with this clause; or

- (3) any period of leave or absence authorised by the employer or by the award.
 - (iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.
 - (iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
 - (v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.
 - (vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.
 - (vii) **'Spouse'** includes a de facto or a former spouse.
- (b) Entitlement
- (i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.
 - (ii) Subject to subclause (c)(vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
 - (iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.
- (c) Maternity Leave
- (i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
 - (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.
- (ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
 - (iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
 - (iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
 - (v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
 - (vi) Special Maternity Leave
 - (1) 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 the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(vii) Transfer to a safe job

- (1) Where an employee is pregnant and, in the opinion of a registered 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 will, 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.
- (2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

- (i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
 - (1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and
 - (2) written notification of the proposed dates on which the period of paternity leave will start and finish and
 - (3) a statutory declaration stating:
 - (A) that period of paternity leave will be taken to become the primary care-giver of a child;
 - (B) particulars of any period of maternity leave sought or taken by the mother, and
 - (C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
 - (4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

- (i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and
 - (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.
- (vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time work

(i) Entitlement

With the agreement of the employer:

- (1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(iv) Transitional Arrangements - Annual Leave

- (1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if the employee was still working full-time, in the position held prior to taking leave.
- (2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

(B) **PROVIDED** that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vi) Part-time Work Agreement

- (1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (A) that the employee may work part-time;
 - (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (C) upon the classification applying to the work to be performed; and
 - (D) upon the period of part-time employment.
- (2) The terms of this agreement may be varied by consent.
- (3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

- (1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (1) limiting the number of employees who may work part-time;
- (2) establishing quotas as to the ratio of part-time to full-time employees;
- (3) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (4) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

(h) Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.
- (ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.
- (iv) Unbroken service as a replacement employee shall be treated as continuous service.

(v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless otherwise agreed between employee and employer, and consistent with the provisions of this clause

(i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.

(ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c)(vii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.

(iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.

(iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.

By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

(i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.

(ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

(i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

- (2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

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

(l) Communication During Parental Leave

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

22. PART-TIME EMPLOYEES

- (a) Part-time employees shall be employed subject to the following terms:
 - (i) they shall be entitled, on a proportionated basis, to payments in respect of annual leave, holidays with pay, and personal leave arising under the terms of this award.
 - (ii) they shall be employed for not less than 20 hours per week;

- (iii) they shall be paid at the ordinary time rate, and
 - (iv) unless specifically excluded, all other award provisions shall apply to them.
- (b) Notwithstanding the provisions of subclause (a) above, where an employer and employee agree that a part-time employee may work less than 20 hours per week, such part-time employee may work for those agreed hours. The rate of pay for such a part-time employee shall be as follows:
- (i) the ordinary time rate of pay plus 20 per cent: or
 - (ii) if on any system of payment by results - the appropriate rate plus 20%.

A part-time employee engaged to work less than 20 hours per week shall not be entitled to paid annual leave, holidays with pay, or personal leave, but, unless specifically excluded, all other award provisions shall apply.

23. PAYMENT OF WAGES

- (a) Employees shall be paid all wages due to them in full during the ordinary working hours not later than two working days following the termination of the working week.

PROVIDED however, that where at least 75% of the employees in a factory, workshop or section thereof agree, and with the consent in writing to the State Secretary of the union payment of all wages due in full may be made fortnightly and/or weekly and in the form of cheque or cash transfer to the individual employees' nominated account. Such transfer shall occur not later than during the forenoon of the second working day following the termination of the working week.

- (b) Notwithstanding anything else contained in this clause, where an arrangement is made on the basis that ordinary working hours shall average 38 per week over a particular work cycle, wages may be paid on the basis of 38 ordinary hours worked in each week even though in some weeks during that cycle, the ordinary working hours may be more or less than 38 hours.
- (c) On or prior to pay day, the employer shall state to each employee in writing, details of the payment to which he is entitled, the amount of each deduction made therefrom and the next amount being paid to him.

24. PERSONAL LEAVE

(a) The provisions of this clause apply to employees, other than one engaged as a casual or part-time employee who receives a loading of in lieu of annual leave, personal leave and holidays with pay in accordance with Clause 22 – Part-time Employees who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (k) - Casual employees or part-time employees who receive a loading in lieu of paid leave – Caring responsibilities.

(i) Definitions

The term '**immediate family**' includes:

- (1) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(ii) Amount of Paid Personal Leave

Paid personal leave is available to an employee, when they are absent:

- (1) due to personal illness or injury; or
 - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (iii) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to worker's compensation;
- (iv) he shall not be entitled in any year (whether in the employment of one employer or of more) to personal leave credit in excess of 2 weeks or ordinary working time;
- (v) for the purpose of administering paragraph (iv) of this subclause, an employer may within one month of this award coming into operation or with 2 weeks of the employee entering his employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year, and upon such statement the employer shall be entitled to rely and act.

(b) Personal leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid personal leave shall be credited to the employee, and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the personal leave prescribed in respect of that year;

(c) An employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(d) Sickness on Rostered Day Off

Where an employee is absent on account of illness or injury on the week-day he is to take off in accordance with an arrangement pursuant to Clause 15 - Hours, subclause (a)(ii), he shall not be entitled to personal pay nor shall his personal pay entitlement be reduced as a result of his absence on that day.

(e) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(f) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (f)(i), beyond the limit set out in paragraph (f)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(g) Employee Must Give Notice

The employee shall, no later than the working day next following the commencement of such absence, inform the employer of the inability to attend for duty and as far as practicable state the nature of the illness or injury and the estimated duration of the absence.

(h) Evidence Supporting Claim

- (i) An employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission) that he was unable on account of such illness or injury to attend for work on the day or days for which the personal leave is claimed.
- (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(i) Personal Leave and Workers' Compensation

The employee shall not be entitled to such leave of absence for any period in respect of which the employee is entitled to workers' compensation.

(j) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (g) and (h) are met.

(k) Casual employees or part-time employees who receive a loading in lieu of paid leave – Caring responsibilities

Subject to the evidentiary and notice requirements in subclauses (g) and (h) casual employees or part-time employees who receive a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employees and the part-time employees who receive a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

25. PIECE WORK

- (a) Subject to payment of the minimum weekly wages prescribed by this award for employees in their respective classes, and to the conditions hereinafter set out, an employer in conjunction with the employees, may fix own piece-work rates provided such rates enable adults of average capacity working under like conditions to earn at least 10 per cent more than the minimum weekly wage in their respective classes. The same piece-work rate shall be paid to all piece-workers doing the same operation in the factory or workshop whether by adults or apprentices.
- (b) All piece-workers who are available and ready and willing to work during the ordinary working hours but for whom work is not provided by the employer shall be paid the appropriate weekly rate for the class of work being performed. In the case of apprentices, not less than the amount prescribed by this award for an apprentice of like experience.
- (c) The piece-work rate in respect of all garments or parts of garments or other articles or parts of articles shall be determined in the following manner:
 - (i) where there are less than 20 employees involved in the work to be performed the employer or his representative, in conference with 2 employees chosen by and from such employees, shall fix the rates;
 - (ii) where there are 20 or more employees involved in the work to be performed the employer or his representative, in conference with 3 employees so chosen, shall fix the rates.
- (d) In the event of a dispute with reference to piece-work rates the matters shall be referred to the Tasmanian Industrial Commission for determination.
- (e) A signed and dated copy of all piece-work schedules shall, within 24 hours of their being fixed, be posted and kept posted by the employer in a conspicuous place in each and every room of the workshop or factory where such piece-work is being performed.
- (f) In all factories and workshops where piece-work conditions are now in operation they shall not be altered except in the manner prescribed in this clause for the determination of the piece-work rates.
- (g) Collecting Logs

Where piece-work is in operation, the employer shall make arrangements for collecting the logs and the employees need not leave their places.

(h) Adjustment of Piece-Work Rates

Effect shall be given in piece-work rates to adjustments in wages by increasing or decreasing piece-work rates proportionately.

26. PROTECTIVE CLOTHING

When an employer requires an employee to wear protective clothing or distinctive uniform such protective clothing or distinctive uniform shall be supplied and laundered free of cost to the employee. Protective clothing or distinctive uniform so supplied shall remain the property of the employer.

27. REST PERIOD

Employees shall be allowed a rest period between the start of work and the midday meal break and a rest period between the resumption of work after midday meal break and the cessation of work for the day. one rest period shall be of 10 minutes duration and one of 5 minutes duration to be taken at such times as may be mutually arranged between the employer and the employees.

28. RIGHT OF ENTRY

Right of entry for duly accredited representatives of the employee organisations mentioned in Clause 6 - Award Interest and Persons Bound, shall be in accordance with the provision of Section 77 of the *Industrial Relations Act 1984*.

29. SATURDAY, SUNDAY AND HOLIDAY WORK

- (a) For all ordinary time of duty on a Saturday, payment shall be made at time and one half of the ordinary rate.
- (b) Double time shall be paid for all work performed on Sunday.
- (c) Double time and a half shall be paid for all work performed on any of the holidays specified in Clause 14 - Holidays with Pay hereof.

30. SUPERANNUATION

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

- (b) In relation to superannuation, "ordinary time earnings" shall include an employees loaded or unloaded classification rate, and any permanent all purpose work related allowance but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowances paid as reimbursement of expenses.

31. STEWARDS

An employee appointed steward in the shop, office or department in which they are employed shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which the employee belongs, and shall be allowed the necessary time during working hours to interview the employer or the employers representatives on matters affecting employees whom the employee represents.

PROVIDED that if the steward so requests it another employee or union official may accompany the steward.



James P McAlpine
COMMISSIONER
21 July 2008



SCHEDULE A

Classification Structure - Translation Schedule

For the purpose of identifying an employees new classification in accordance with the creation of a new broadly based and generic classification structure the following schedule shall apply:

PRE-EXISTING CLASSIFICATION: <u>GROUP A - ORDER TAILORING FOR MALES</u>	<u>NEW</u> <u>CLASSIFICATION</u>
All others not herein classified	Employee Skill Level 1
Coat table hand or coat machinist Trousler table hand or trouser machinist Vest table hand or vest machinist Embosser, embroider, cornelli workers	Employee Skill Level 2
Trimmer, marking in and/or cutting linings or trimmings Fitter up and/or shaper Coat maker engaged on three of any of the following operations: (a) Canvassing fore-parts by hand (b) Basting-under the basting-out facings by hand (c) inserting pads, basting on under-collars and basting in sleeves for try on (d) hand felling top collars (e) basting-in sleeves by and working sleeve heads Employees employed making and/or altering by hand or by machine any part of a dress coat, tuxedo, frock coat, dinner jacket, or body coats of all description Presser, pressing off and/or underpressing Examiner examining for faults in construction	Employee Skill Level 3
Tailor or tailoress employed making and/or altering coats by hand or by machine and who in ordinary course of employment is performing similar work to that ordinary performed by an older tailor	Employee Skill Level 4
Cutter, marking in and/or cutting out	Employee Skill Level 5

PRE-EXISTING CLASSIFICATION: GROUP B - ORDER TAILORING FOR FEMALES	<u>NEW</u> <u>CLASSIFICATION</u>
All others not herein classified	Employee Skill Level 1
Coat table hand or coat machinist Skirt maker and/or machinist Outer leg wear maker and/or machinist Embosser, embroiderer, cornelli worker	Employee Skill Level 2
Trimmer, marking in and/or cutting out linings or trimmings Fitter up and/or shaper Coat maker engaged on three of any of the following: (a) Canvassing fore-parts by hand (b) basting-under the basting-out facings by hand (c) inserting pads, basting on under-collars and basting in sleeves for try on (d) hand feeling top collars (e) basting-in sleeves by hand working sleeves hands Presser pressing off and/or underpressing Examiner examining for faults in construction	Employee Skill Level 3
Tailor or tailoress employed making and/or altering coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by an order tailor	Employee Skill Level 4
Cutter, marking in and/or cutting out	Employee Skill Level 5

PRE-EXISTING CLASSIFICATION <u>GROUP C - READY MADE CLOTHING FOR MALES</u>	<u>NEW CLASSIFICATION</u>
All others not herein classified	Employee Skill Level 1
Operator, electronic welding machine Operator of press or riveting machine Coat table hand or coat machinist Trouser table hand or trouser machinist Vest table hand or trouser machinist Presser pressing off and/or underpressing garments other than the garment which the employee is making Durable crease setters and/or sprayers Seam presser and/or steam opener by machine or by hand Canvas fuser and/or air operated fusing machine operator other than on a Hoffman type press Embosser, embroiderer, cornelli worker Proofer Examiners, examining for faults in construction: Others Brusher and folder Hand sewer of buttons, hooks, eyes, press studs and the like Transporter operator, i.e. employee operating console	Employee Skill Level 2
Trimmer marking in and/or cutting out linings or trimmings Fitter up and/or shaper Alteration hand (other than tailor or tailoress) in retail establishment Examiners, examining for faults in construction: Tailors or Tailoress	Employee Skill Level 3
Cutter, laying up and/or marking in and/or using marker lay and/or cutting out Die Cutter in cutting room Tailor and tailoress Alteration or repair hand (tailor or tailoress)	Employee Skill Level 4

PRE-EXISTING CLASSIFICATION <u>GROUP D- OTHER</u> DRESSMAKING	<u>NEW</u> <u>CLASSIFICATION</u>
All other not herein classified	Employee Skill Level 1
Table hand or machinist Presser pressing off and/or underpressing - other Pleater, rolling in by hand or machine and/or inserting pleat into patterns Embosser, embroiderer, cornelli worker Hand sewer of buttons, hooks, eyes, press studs and the like	Employee Skill Level 2
Presser operating Hoffman type press or hand iron more than 3.63kg in weight (not counter-weighted) Pleater making patterns and pleating by hand or by machine Fitter-on trying on to a customer unfinished or finished garments	Employee Skill Level 3
Cutter, marking in and/or cutting out	Employee Skill Level 5

PRE-EXISTING CLASSIFICATION <u>GROUP E - READY MADE DRESSMAKING AND READY MADE</u> <u>TAILORING FOR FEMALES</u>	<u>NEW</u> <u>CLASSIFICATION</u>
Operator, electronic welding machine Operator of press studs or riveting machine All others not herein classified	Employee Skill Level 1
Table hand, finisher or machinists Embosser, embroiderer, cornelli worker Presser pressing off and/or underpressing - other Fuser machine operator Seam presser and/or seam opener by machine or by hand Durable crease setter and/or sprayer Pleater, rolling in by hand or by machine and/or inserting pleat into patterns Examiner, examining for faults in construction Hand sewer of buttons, hooks, eyes, press studs and the like Transporter operators, i.e. employee operating console	Employee Skill Level 2
Trimmer marking in and cutting out linings and/or trimmings Fitter up and/or shaper Alternation hand (other than tailor and tailoress) in retail establishment Presser pressing off and/or underpressing operating Hoffman type press or hand iron more than 3.63kg in weight (not counter-weighted) Pleater making patterns and pleating by hand or by machine	Employee Skill Level 3
Cutter, marking in and/or cutting out Die cutter in cutting room Tailor or tailoress	Employee Skill Level 4

PRE-EXISTING CLASSIFICATION <u>GROUP F- UNDERCLOTHING</u>	<u>NEW</u> <u>CLASSIFICATION</u>
All others not herein classified	Employee Skill Level 1
Machinist	Employee Skill Level 2
Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg in weight (not counter-weighted)	Employee Skill Level 3
Adornment worker Table hand and/or finisher Presser and/or ironer - other Transferer Examiner examining for faults in construction Hand sewer of buttons, hooks, eyes, press studs and the like Transporter operator, i.e. employee operating console	Employee Skill Level 4
Cutter, marking in and/or cutting out Die cutter in cutting room	Employee Skill Level 5

PRE-EXISTING CLASSIFICATION <u>GROUP G- WHITEWORK</u>	<u>NEW</u> <u>CLASSIFICATION</u>
All others not herein classified	Employee Skill Level 1
Machinist and/or table hand Transferer and/or adornment worker Presser and/or ironer - other Examiner Vat attendant (chenille) Divider of material	Employee Skill Level 2
Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg in weight (not counter-weighted) Dyer and/or bleacher (chenille)	Employee Skill Level 3
Cutter, marking in and/or cutting out Die cutter in cutting room	Employee Skill Level 4

PRE-EXISTING CLASSIFICATION <u>GROUP H - COLLARS, SHIRTS, TIES, SCARVES AND PYJAMAS</u>	<u>NEW CLASSIFICATION</u>
All others not herein classified	Employee Skill Level 1
Machinist and/or table hand and/or adornment worker Presser and/or ironer - other Fuser Examiner examining for faults in construction Transporter operator, i.e. employee operating console	Employee Skill Level 2
Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg in weight (not counter-weighted)	Employee Skill Level 3
Cutter, marking in and/or cutting out Die cutter in cutting room	Employee Skill Level 4

PRE-EXISTING CLASSIFICATION <u>GROUP I - INDUSTRIAL CLOTHING</u>	<u>NEW CLASSIFICATION</u>
Operator, electronic welding machine level 1 engaged in the manufacture of other industrial safety equipment or exercising skill with no requirement to reset machine or mould regularly Operator or press stud or riveting machine All others not herein classified	Employee Skill Level 1
Machinist and/or tale hand Presser and/or ironer - other Examiner Transporter operator, i.e. employee operating console	Employee Skill Level 2
Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg in weight (not counter-weighted)	Employee Skill Level 3
Cutter, marking in and/or cutting out Die cutter in cutting room	Employee Skill Level 4

PRE-EXISTING CLASSIFICATION <u>GROUP J- HEADWEAR</u>	<u>NEW CLASSIFICATION</u>
Operator, electronic welding machine All others not herein classified	Employee Skill Level 1
Helmet maker Cap maker Machinist and/or table hand Milliner Presser and/or ironer - other	Employee Skill Level 2
Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg in weigh (not counter-weighted) Machine blocker	Employee Skill Level 3
Cutter other than milliner Hand blocker	Employee Skill Level 4

PRE-EXISTING CLASSIFICATION <u>GROUP K - UMBRELLAS</u>	<u>NEW</u> <u>CLASSIFICATION</u>
Umbrella assembler, including rib assembling, band fixing, topping, clipping in, rolling, studding, pulling up and fitting handles, angle joints, runners notches, bells and spikes All others not herein classified	Employee Skill Level 1
Machinist Examiner Hand ironer Frame maker	Employee Skill Level 2
Gore cutter, marking in and/or cutting out	Employee Skill Level 3

PRE-EXISTING CLASSIFICATION <u>GROUP L - FUR TRADE</u>	<u>NEW</u> <u>CLASSIFICATION</u>
All others not herein classified	Employee Skill Level 1
Machinist (other than on fur machine) and/or table hand	Employee Skill Level 2
Nailer Fur machinist	Employee Skill Level 3
Cutter marking in and/or cutting out	Employee Skill Level 5

PRE-EXISTING CLASSIFICATION <u>GROUP M - ARTIFICIAL FLOWERS AND BRUSHED SIDE EMBLEMS</u>	<u>NEW</u> <u>CLASSIFICATION</u>
All others not herein classified	Employee Skill Level 1
Shaper of petals by hand, with aid of curling iron and/or bowler and assembling the petals so shaped Employee assembling and/or making and/or tying and/or pressing artificial flowers Tiers and/or cutters and/or brushes of emblems	Employee Skill Level 2
Cutter and/or stamper Dyer	Employee Skill Level 3