

### PAY AND CONDITIONS GUIDE

#### **Textile, Clothing, Footwear and Associated Industries Award 2010 [MA000017]** ('modern award')

replacing terms and conditions in or derived from

#### **Clothing Trades (State) Award [AN120135]** ('pre-modern award')

#### **(NSW)**

Effective from 01 January 2014.

Published 21 January 2014 

#### **Background**

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

#### **Transitional arrangements**

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to 'transition' employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the 'phasing in' of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from 01 January 2014. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia's annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

#### **Transitional arrangements for Division 2B State awards**

Division 2B State awards (other than Division 2B enterprise awards) terminate at the end of 31 December 2010 and, from 1 January 2011, employers and employees are covered by the relevant modern award. However, most modern awards provide that all the terms of Division 2B State awards continue to apply until the end of the full pay period which started before 1 February 2011.

The employers affected include sole traders, partnerships, other unincorporated entities and non-trading corporations in New South Wales, Queensland, South Australia and Tasmania who are covered by a Division 2B State award.

From the first full pay period starting on or after 1 February 2011, an employer who was covered by a Division 2B State award, must comply with all of the terms and conditions contained in their relevant modern award, and any transitional arrangements that apply. Transitional arrangements in most modern awards for Division 2B State award employers provide that from the first full pay period starting on or after 1 February 2011, they must pay at least the same minimum wage rates, penalties and loadings as national system employers who are transitioning from the equivalent NAPSA. There are some exceptions and special transitional arrangements that apply in certain situations. If you require help determining whether these exceptions or special transitional arrangements apply to you, please contact the Fair Work Infoline on 13 13 94.

**Note:** Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

### **Who should use the guide?**

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award and who are now covered by this modern award.

A guide that has an AP (Pre-reform award) code typically applies to employees employed by a constitutional corporation. Usually these are companies that engage in trading or financial activities. Private companies are often identified by the 'Pty Ltd' in their name. It applies to employers in those categories who were bound by the award immediately prior to 01 January 2010.

A guide that has an AN (Notional agreement preserving State awards) code also typically applies to employees employed by a constitutional corporation. However, unlike pre-reform awards these are notional federal agreements that were created on 27 March 2006. Generally, they preserved the terms and conditions of employment (not including wage rates) in state awards and/or state legislation that applied immediately before 27 March 2006 to employees of constitutional corporations in NSW, QLD, SA, WA and TAS where State award/laws applied to those employers prior to 27 March 2006.

A guide that has an AT code typically applies to employees employed by non-constitutional corporations immediately before 27 March 2007 where the employer was bound by a Federal award. These will be sole traders, partnerships, other unincorporated entities or non-trading/financial corporations.

The guide contains information from this modern award about:

- who the modern award covers;
- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

### **What if an agreement applies to employees covered by the modern award?**

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

## **Coverage**

This industry award covers employers throughout Australia in the textile industry, clothing industry, bag making industry, button making industry, footwear industry and allied manufacturing and fabricating industries and their employees engaged in duties covered by the classifications in this award.

The award covers all outworker entities who are covered by the terms of this award in respect of Schedule F - Outwork and Related Provisions.

This award covers any employer which supplies labour to a business in the textile industry, clothing industry, bag making industry, button making industry, footwear industry and allied manufacturing and fabricating industries (as defined in clause 3) on an on - hire basis. This clause operates in respect of on - hire employees in classifications covered by this award while engaged in the performance of work for a business in the above industries. This subclause operates subject to the exclusions from coverage in this award.

The award does not cover:

- electricians;
- clerical employees within the application of the Clerks - Private Sector Award 2010; or
- maintenance tradespersons and their apprentices covered by the classifications contained in the Manufacturing and Associated Industries and Occupations Award 2010, save and except for textile, clothing and footwear mechanics/tradespersons and their apprentices covered by the classifications contained in this award.

The award does not cover an employee excluded from award coverage by the Act.

The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

This award covers any employer which supplies labour on an on - hire basis in the industries set out in clause 4.1 in respect of on - hire employees in classifications covered by this award, and those on - hire employees, while engaged in the performance of work for a business in those industries. This subclause operates subject to the exclusions from coverage in this award.

This award covers employers which provide group training services for apprentices and/or trainees engaged in the or industries and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to

perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is the most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## **Wages**

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review. For more information about transitional arrangements for minimum wage entitlements, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

### **Casual employees**

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) for information about penalty entitlements for casual employees.

#### **\*Post 26 March 2006 employer**

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

### **Adult**

The rates in this guide are current from the first pay period on or after 01 January 2014.

### **Full & Part Time General**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Trainee	Trainee	\$16.37
Skill level 1	Level 1	\$16.85

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Skill level 2	Level 2	\$17.49
Skill level 3	Level 3	\$18.09
Skill level 4	Level 4	\$19.07
Skill level 5	Level 5	\$20.26

**Part Time (agreement in lieu of annual leave, sick leave and holidays)  
General**

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Trainee	Trainee	\$17.03 (4%)
Skill level 1	Level 1	\$17.52 (4%)
Skill level 2	Level 2	\$18.19 (4%)
Skill level 3	Level 3	\$18.82 (4%)
Skill level 4	Level 4	\$19.83 (4%)
Skill level 5	Level 5	\$21.07 (4%)

**Part Time (casual prior to 1 May 1990)  
General**

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Trainee	Trainee	\$17.46 (6.67%)
Skill level 1	Level 1	\$17.97 (6.67%)
Skill level 2	Level 2	\$18.66 (6.67%)
Skill level 3	Level 3	\$19.30 (6.67%)
Skill level 4	Level 4	\$20.34 (6.67%)
Skill level 5	Level 5	\$21.61 (6.67%)

**Casual  
General**

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Trainee	Trainee	\$20.74 (26.67%)
Skill level 1	Level 1	\$21.34 (26.67%)
Skill level 2	Level 2	\$22.16 (26.67%)
Skill level 3	Level 3	\$22.92 (26.67%)
Skill level 4	Level 4	\$24.15 (26.67%)
Skill level 5	Level 5	\$25.66 (26.67%)

**Junior**

The rates in this guide are current from the first pay period on or after 01 January 2014.

**Full & Part Time**

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
At 16 years and under	16 years and under	\$9.47
At 16 years and under	16.5 years	\$9.62

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
At 17 years	17 years	\$11.22
At 17 years	17.5 years	\$11.37
At 18 years	18 years	\$12.94
At 18 years	18.5 years	\$13.03
At 19 years	19 years	\$13.84
At 19 years	19.5 years	\$14.00
At 20 years	20 years	\$15.59

### Part Time (agreement in lieu of annual leave, sick leave and holidays)

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
At 16 years and under	16 years and under	\$9.85 (4%)
At 16 years and under	16.5 years	\$10.01 (4%)
At 17 years	17 years	\$11.67 (4%)
At 17 years	17.5 years	\$11.83 (4%)
At 18 years	18 years	\$13.45 (4%)
At 18 years	18.5 years	\$13.55 (4%)
At 19 years	19 years	\$14.40 (4%)
At 19 years	19.5 years	\$14.55 (4%)
At 20 years	20 years	\$16.22 (4%)

### Casual

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
At 16 years and under	16 years and under	\$11.99 (26.66%)
At 16 years and under	16.5 years	\$12.19 (26.66%)
At 17 years	17 years	\$14.21 (26.66%)
At 17 years	17.5 years	\$14.40 (26.66%)
At 18 years	18 years	\$16.38 (26.66%)
At 18 years	18.5 years	\$16.50 (26.66%)
At 19 years	19 years	\$17.53 (26.66%)
At 19 years	19.5 years	\$17.73 (26.66%)
At 20 years	20 years	\$19.75 (26.66%)

Junior rates in this award are based on the adult rate for General Skill Level 2.

### Apprentice

The rates in this guide are current from the first pay period on or after 01 January 2014.

### Full Time Apprentice

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
2nd year	Second year, 1st 6 months	\$12.23
2nd year	Second year, 2nd 6 months	\$12.39
3rd year	Third year, 1st 6 months	\$14.13
3rd year	Third year, 2nd 6 months	\$14.30
4th year	Fourth year, 1st 6 months	\$16.04

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
4th year	Fourth year, 2nd 6 months	\$16.21

### **Starting apprenticeship before 1/1/2014**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
1st year	First year, 1st 6 months	\$9.53
1st year	First year, 2nd 6 months	\$9.70

### **Starting apprenticeship on or after 1/1/2014**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
Work performed on or after 1/1/2014, Completed year 12, 1st year	First year, 1st 6 months	\$10.49
Work performed on or after 1/1/2014, Completed year 12, 1st year	First year, 2nd 6 months	\$10.65
Work performed on or after 1/1/2014, Did not complete year 12, 1st year	First year, 1st 6 months	\$9.53
Work performed on or after 1/1/2014, Did not complete year 12, 1st year	First year, 2nd 6 months	\$9.70

### **Adult apprentice**

<b>Modern award classification</b>	<b>Pre-modern award classification</b>	<b>Base rate of pay (hourly)</b>
1st year	First year, 1st 6 months	\$14.56
1st year	First year, 2nd 6 months	\$14.73
2nd year	Second year, 1st 6 months	\$15.68
2nd year	Second year, 2nd 6 months	\$15.85
3rd year	Third year, 1st 6 months	\$16.80
3rd year	Third year, 2nd 6 months	\$16.97
4th year	Fourth year, 1st 6 months	\$18.39
4th year	Fourth year, 2nd 6 months	\$18.56

Apprentice rates are based on the appropriate percentage of the adult rate for General Skill Level 4.

### **Trainee**

This modern award incorporates trainee rates derived from the National Training Wage Schedule (NTW Sch.), as adjusted from time to time.

### **Supported Wage**

Please refer to clause 20.11 of the modern award.

For detail of the supported wage provisions see the full version of the modern award.

## **Penalties and Loadings (other than casual or part-time loadings for ordinary hours)**

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

### **Transitional arrangements**

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are "equivalent" or not.

- A pre-modern award loading/penalty will be "equivalent" to a modern award entitlement where the loading/penalty applies:
  - for the same purpose (e.g. Saturday penalty);
  - for the same time periods; and
  - in the same way#.
- #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
  - paid at the same frequency, such as per hour or per shift; and
  - paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee's classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

### **Equivalent entitlements**

If the pre-modern award loading/penalty rate is "equivalent" to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a "transitional percentage". The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

<b>First full pay period on or after</b>	<b>Proportion of transitional percentage</b>
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

<b>1/01/2010</b>	<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Pre-modern award penalty</b>	<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

### **Entitlements that are not equivalent**

If pre-modern award and modern award penalty rates are not "equivalent", the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

<b>First full pay period on or after</b>	<b>Percent of modern award loading/penalty</b>
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of pre-modern award loading/penalty
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

1/01/2014 Modern award penalty	1/07/2010 Penalty rate (phased) (20.00%)
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

1/01/2010 Pre-modern award penalty	1/07/2010 Penalty rate (phased) (80.00%)
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
100.00%	80.00%
120.00%	96.00%
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

**New entitlements**

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

*Example:*

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

<b>1/07/2014</b>	<b>1/07/2010</b>
<b>Modern award penalty</b>	<b>Penalty rate (phased)</b>
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit [www.fairwork.gov.au](http://www.fairwork.gov.au) and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.

## **Allowances**

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

### **All states covered by this instrument Full Time, Part Time, Casual**

<b>Clause</b>	<b>Allowance Type</b>	<b>Description</b>	<b>Effective Date</b>	<b>Rate</b>
23.9(d)	Other	<p><u>Recording of time standard</u></p> <p>An employee employed on a system of payment by results (PBR) who also instructs a trainee must receive this allowance for the first week in addition to their payment by results earnings. These amounts should be calculated to the nearest 10 cents, with any fraction below five cents to be disregarded.</p>	1/07/2013	\$0.1716 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (0.90%)
23.9(d)	Other	<p><u>Recording of time standard</u></p> <p>An employee employed on a system of payment by results (PBR) who also instructs a trainee must receive this allowance for the second week in addition to their payment by results earnings. These amounts should be calculated to the nearest 10 cents, with any fraction below five cents to be disregarded.</p>	1/07/2013	\$0.1525 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (0.80%)
23.9(d)	Other	<p><u>Recording of time standard</u></p> <p>An employee employed on a system of payment by results (PBR) who also instructs a trainee must receive this allowance</p>	1/07/2013	\$0.1354 per hour. This weekly allowance has been converted to an hourly amount. It

Clause	Allowance Type	Description	Effective Date	Rate
		for the third and subsequent weeks in addition to their payment by results earnings. These amounts should be calculated to the nearest 10 cents, with any fraction below five cents to be disregarded.		should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (0.71%)
24.5	Meal allowance	Where an employee is required by an employer to work overtime: - Monday to Friday inclusive; and - for more than one hour after the usual finishing time or after 6.00pm, whichever is the later: an employer must pay the meal allowance. This does not apply if the employer provides an adequate recognised evening meal.	1/07/2013	\$11.6200 per meal
24.6	First aid allowance	Where an employee is appointed by the employer to be a first aid attendant and holds relevant first aid qualifications. 1-50 employees at the workplace	1/07/2013	\$0.3394 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.78%)
24.6	First aid allowance	Where an employee is appointed by the employer to be a first aid attendant and holds relevant first aid qualifications. 51 employees or more	1/07/2013	\$0.4271 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38

Clause	Allowance Type	Description	Effective Date	Rate
				hours per week). (2.24%)
24.7	Leading hand allowance	In charge of 3-10 employees	1/07/2013	\$0.7550 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (3.96%)
24.7	Leading hand allowance	In charge of 11-20 employees	1/07/2013	\$1.1439 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (6.00%)
24.7	Leading hand allowance	In charge of 21 or more employees	1/07/2013	\$1.4490 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38

Clause	Allowance Type	Description	Effective Date	Rate
				hours per week). (7.60%)
25.1	Other	<p><u>Clothing industr - Head of table allowance</u></p> <p>An employee who is the head of a table or bench of machines in charge of four or more employees if working in connection with order tailoring or order dress making</p>	1/07/2013	\$0.5148 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (2.70%)
25.1	Other	<p><u>Clothing industry - Head of table allowance</u></p> <p>An employee who is the head of a table or bench of machines in charge of four or more employees for all others</p>	1/07/2013	\$0.3718 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.95%)
25.2	Other	<p><u>Clothing industry - Dining room allowance</u></p> <p>An employer must pay an employee a disability allowance if adequate and appropriate dining facilities are not provided.</p>	1/07/2013	\$0.1239 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38

Clause	Allowance Type	Description	Effective Date	Rate
				hours per week). (0.65%)
25.3	Other	<p><u>Clothing industry - Rest room</u></p> <p>An employer must pay an employee a disability allowance if adequate and appropriate rest room facilities are not provided</p>	1/07/2013	\$0.1239 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (0.65%)
26.1	Other	<p><u>Textile industry</u></p> <p>All purpose allowance expressed as per week.</p> <p>Instructor means an employee trained as an instructor and appointed by management to instruct employees in the duties of their skill level classifications.</p> <p>An instructor will be paid 2.65% of the Standard Rate per week.</p>	1/07/2013	\$0.5052 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (2.65%)
26.2	Other	<p><u>Textile industry - Blending allowance</u></p> <p>An employee employed as a blender or blending machine attendant who in the course of duty is required to blend cow hair, goat hair, angora rabbit hair and/or rabbit kemp with other fibres, whilst so engaged.</p>	1/07/2013	\$0.5529 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38

Clause	Allowance Type	Description	Effective Date	Rate
				hours per week). (2.90%)
26.3	Other	<p><u>Textile industry - Cards allowance</u></p> <p>Employees engaged in hand stripping of cards will receive this allowance per complete set in addition to their ordinary rate of pay.</p> <p>(0.17 x 38 = 6.46%)</p>	1/07/2013	\$1.2317 per complete set (6.46%)
26.4	Shift allowance	<p><u>Textile industry - Change of shift allowance</u></p> <p>An employee will receive this allowance if required to change from one shift to another without two working days' notice. This will not apply during any period where power restrictions are operating.</p> <p>(2.8% x 38 = 106.4%)</p>	1/07/2013	\$20.2860 per occasion (106.40%)
26.5	Other	<p><u>Textile industry - Dust allowance</u></p> <p>Employees who in the course of their normal duties in any week are called upon to work in a dust chamber in a cotton mill, for that week.</p>	1/07/2013	\$0.2803 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.47%)
26.6	Other	<p><u>Textile industry - Soda-ash allowance</u></p>	1/07/2013	\$1.4490 per hour (7.60%)

Clause	Allowance Type	Description	Effective Date	Rate
		An employee engaged in loading and unloading soda ash by hand unless the employer provides the appropriate protective clothing.  (0.2% * 38 = 7.6%)		
26.7	Other	<u>Textile industry- Unwashed rags allowance</u>  Employees sorting unwashed rags.	1/07/2013	\$0.0839 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (0.44%)
26.8	Other	<u>Textile industry - Waste room - willey hands allowance</u>  Willey hands in waste rooms	1/07/2013	\$0.2517 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.32%)
26.9	Other	<u>Textile Industry - Wool waste and rags-picking-over allowance</u>  For picking-over bales of wool waste or rags which are in an offensive or obnoxious condition  (0.16% x 38 = 6.08%)	1/07/2013	\$1.1592 per bale (6.08%)

Clause	Allowance Type	Description	Effective Date	Rate
26.10	Other	<p><u>Textile industry - Flax scutcher allowance</u></p> <p>Employees operating flax scutchers, tow on breaker and finisher cares</p>	1/07/2013	\$0.2307 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.21%)
26.11	Other	<p>Textile Industry- Employees engaged in dye houses, operators of machines in the wool scouring and wet finishing departments, employees working on liquor tanks in bleaching departments, employees working in the colour kitchen or employees engaged in the washing of screens.</p>	1/07/2013	\$0.2307 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.21%)
26.11	Other	<p><u>Textile industry - Dye house-bleach house allowance</u></p> <p>Employees who receive the dry house-bleach house allowance who are also engaged in the loading or unloading of Kiers or entering vaporloc machines will receive this further allowance.</p>	1/07/2013	\$0.1201 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (0.63%)

Clause	Allowance Type	Description	Effective Date	Rate
26.12	Other	<p><u>Textile industry - Shoddy-shaking machines allowance</u></p> <p>Employees engaged on any type of shoddy-shaking machines in the course of duty.</p>	1/07/2013	\$0.4194 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (2.20%)
26.13	Other	<p><u>Textile industry - Size troughs - sewing threads allowance</u></p> <p>Polisher machine operators engaged in the cleaning of size troughs and brushes in the sewing thread section</p>	1/07/2013	\$0.2765 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (1.45%)
27.1	Wet work allowance	<p><u>Felt and wadding industry - Wet or steamy conditions</u></p> <p>Employees required to work in wet or steamy conditions. An additional 0.06% of the standard rate per day with a maximum of 0.25% of the standard rate per week.</p> <p>(0.06% x 38 = 2.28%)</p>	1/07/2013	\$0.4347 per day or part thereof. Maximum payment applies. (2.28%)
27.2	Other	<p><u>Felt and wadding industry - Having to wear mask or goggles</u></p>	1/07/2013	\$0.1449 per hour or part thereof. Maximum

Clause	Allowance Type	Description	Effective Date	Rate
		<p>Employees required to wear masks/goggles shall receive 0.02% of the standard rate per hour, and a maximum of 0.16% of the standard rate per day</p> <p>(0.02% x 38 = 0.76%)</p>		<p>payment applies. (0.76%)</p>

## **Other Conditions**

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

**Note:** The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit [www.fairwork.gov.au](http://www.fairwork.gov.au)

### **All states covered by this instrument**

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	<p>An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to:</p> <ul style="list-style-type: none"> <li>- arrangements for when work is performed</li> <li>- overtime rates</li> <li>- penalty rates</li> <li>- allowances</li> <li>- leave loading.</li> </ul> <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>
8	Facilitative provisions	<b>Facilitation by individual agreement</b>

Clause	Conditions Type	Description
	(Instrument)	<p>The following facilitative provisions can be utilised by agreement between the employer and an individual employee:</p> <ul style="list-style-type: none"> <li>- paying a regular part-time employee a loading;</li> <li>- broken leave;</li> <li>- changing the time of taking annual leave;</li> <li>- rostered day substitution; and/or</li> <li>- time off instead of payment for overtime.</li> </ul> <p><b>Facilitation by majority or individual agreement</b></p> <p>The following facilitative provisions can be utilised by agreement between the employer and a majority of employees in the workplace or a section or sections of it or an employer and individual employee:</p> <ul style="list-style-type: none"> <li>- changing the day a rostered day off is taken;</li> <li>- rostered day substitution;</li> <li>- spread of hours altered by up to one hour at either end of the spread (7.00 am to 7.00 pm); and/or</li> <li>- no employee will work for more than five hours without a meal break unless by agreement.</li> </ul> <p><b>Facilitation by majority agreement</b></p> <p>The following facilitative provisions may only be utilised by agreement between the employer and the majority of employees in the workplace or a section or sections of it:</p> <ul style="list-style-type: none"> <li>- alteration of time standards;</li> <li>- operation of PBR system;</li> <li>- changing the starting and finishing times;</li> <li>- time of taking rostered days off;</li> <li>- extending annual close down by no more than two days;</li> <li>- closing down in two or three periods, and time of annual close down;</li> <li>- calculation of PBR;</li> <li>- alteration of time standards; and/or</li> <li>- overtime.</li> </ul> <p><b>Procedure for seeking majority or individual agreement</b></p>

Clause	Conditions Type	Description
		<p>Where agreement is sought to be reached with an individual or a majority of employees in a workplace or a section or sections of it, the following procedure will apply:</p> <ul style="list-style-type: none"> <li>- where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal;</li> <li>- the agreement reached must be recorded in the time and wages record kept by the employer;</li> <li>- if an employee is a member of a union, the employee may be represented by that organisation in meeting and conferring with the employer about the implementation of the facilitative provisions; and</li> <li>- where the union is representing employee/s it must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of facilitative provisions. Involvement by the union does not mean that the consent of the representative is required prior to the introduction of the facilitative provisions.</li> </ul> <p><b>Individual agreement</b></p> <p>An employer may only seek individual agreement under this clause if the following conditions are satisfied:</p> <ul style="list-style-type: none"> <li>- no agreement has been sought by the employer with the majority of employees; and</li> <li>- the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.</li> </ul>
9	Consultation (Instrument)	<p>The award contains information on the employer's responsibility to consult regarding major workplace change including the:</p> <ul style="list-style-type: none"> <li>- duty to notify, and</li> <li>- duty to discuss change.</li> </ul>
10	Dispute resolution (Instrument)	<p>The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).</p>
11	Other (Instrument)	<p><b>Dispute resolution training leave</b></p> <p>Subject to these provisions, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of</p>

Clause	Conditions Type	Description
		<p>the operation of the dispute resolution procedure including its operation in connection with this award and with the Act, or with any relevant collective agreement which provides it is to be read in conjunction with this award.</p> <p>An eligible employee representative must give the employer six weeks notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.</p> <p>The notice to the employer must include details of the type, content and duration of the course to be attended.</p> <p>The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.</p> <p>An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.</p> <p>Leave of absence granted pursuant to this clause counts as service for all purposes of this award.</p> <p>For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is an employee:</p> <ul style="list-style-type: none"> <li>- who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure; and</li> <li>- who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:</li> </ul> <p>Number of employees employed by the employer in an enterprise or workplace: Maximum number of eligible employee representatives entitled per year</p> <p>5-15:1  16-30:2  31-50:3  51-90:4  More than 90:5</p>

Clause	Conditions Type	Description
		<p>Where the number of eligible employee representatives exceeds the quota at any particular time for a relevant enterprise or workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled, or if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.</p> <p>For purposes of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time, part-time or fixed-term employees, or casual employees with six months or more service, covered by this award who are employed by the employer and engaged in the enterprise or workplace to which the Dispute resolution training leave procedure applies.</p>
13	Part-time conditions (Instrument)	<p>A part-time employee is an employee who is a day or shiftworker and:</p> <ul style="list-style-type: none"> <li>- works less than full-time hours of 38 hours per week;</li> <li>- has predictable hours of work; and</li> <li>- receives on a pro rata basis, equivalent pay and conditions of those full-time employees who do the same kind of work.</li> </ul> <p>A part-time employee may be employed in any skill level of this award.</p> <p>At the time of engagement the employer and part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.</p> <p>Any variation to the regular pattern of work must be agreed and recorded in writing.</p> <p>An employer is required to roster a part-time employee for a minimum of three consecutive hours on any day or any shift.</p> <p>An employee who does not meet the definition of part-time employee and who is not a full-time employee will be paid as a casual employee.</p> <p>All time worked in excess of the hours mutually agreed will be overtime and paid for at relevant overtime rate (see <b>Penalty summary</b>).</p>

Clause	Conditions Type	Description
		<p>A part-time employee must be paid at least:</p> <ul style="list-style-type: none"> <li>- if time workers: at the rate of 1/38th of the weekly wage prescribed for the appropriate skill level for the work performed; or</li> <li>- if payment by results workers: at the appropriate payment by results system rate in accordance with clause 23—Payment by results (PBR), provided that the payment is not less than the hourly rate for their skill level for the time worked.</li> </ul> <p>An employer must not require a part-time employee to attend for duty more than once on any one day.</p> <p>When calculating an employee's pro rata entitlement to annual leave and personal/carer's leave, they must be paid in proportion to the average number of hours worked in the previous twelve months. If there is not a twelve month period of employment then the calculation will be based on the average number of hours worked each week for the actual period of employment.</p> <p>Where a part-time employee works on a public holiday payment will be calculated in accordance with the public holiday provisions.</p> <p>Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.</p>
14	Casual conditions (Instrument)	<p>A casual employee is an employee who is engaged in relieving work or work of a casual, irregular or intermittent nature, but does not include an employee who could properly be classified as a full-time or part-time employee.</p> <p>A casual employee must be notified at their initial engagement of their employment category and when their employment status changes.</p> <p>A casual employee will be paid per hour 1/38th of the weekly award wage prescribed for the relevant classification plus a loading of 25%.</p> <p>On each occasion a casual employee is required to work, they are entitled to a minimum payment for three hours work.</p>

Clause	Conditions Type	Description
		<p>Casual employees are entitled to penalty payments for overtime, shiftwork and work on public holidays in accordance with the provisions of this award as they apply to permanent employees.</p> <p>Casual employees must be paid at the end of each day, but may agree to be paid weekly.</p> <p>Casual employees are entitled to all provisions of this Award including overtime and superannuation and excluding annual leave, sick leave and public holidays.</p> <p>An employer must not require a casual employee to attend for duty more than once on any day.</p> <p>A casual employee will be engaged by the hour. Employment can be terminated by either the giving of one hour's notice by either party or the payment or forfeiture of one hour's wages.</p>
14.10	Casual conditions (Instrument)	<p><b>Conversion of casuials</b></p> <p>The employer will take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.</p> <p>A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent fulltime employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.</p> <p>Every employer of such a casual employee must give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this subclause if the employer fails to comply with this notice requirement.</p> <p>Any casual employee who has a right to elect upon receiving notice or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that the employee seeks to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four</p>

Clause	Conditions Type	Description
		<p>weeks of receiving such notice from the employee, the employer must consent to or refuse the election, but will not unreasonably so refuse.</p> <p>Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement.</p> <p>Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.</p> <p>Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.</p> <p>If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the employer and employee will discuss and agree upon:</p> <ul style="list-style-type: none"> <li>- whether the employee will convert to full-time or part-time employment; and</li> <li>- if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked consistent with any other part-time employment provisions of this award.</li> </ul> <p>An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.</p> <p>Following an agreement being reached the employee will convert to full-time or part-time employment.</p> <p>An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.</p>
17	Outworker provisions (Outworker provisions)	Arrangements (including for the engagement of outworkers) must be made by Principals in accordance with Schedule E—Outwork and Related Provisions.

Clause	Conditions Type	Description
		<p>Arrangements (including for the engagement of outworkers) must be made by Principals in accordance with Schedule E.</p> <p>Nothing in the award will operate (or is intended to operate) to reduce the scope of application (immediately prior to the time of making this award) of the State legislative instruments and provisions specified in clause 17 of the award.</p>
18.2	Termination of employment - notice of termination by an employee (Instrument)	The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.
18.3	Termination of employment - job search entitlement (Instrument)	Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
19.3	Redundancy (Instrument)	<p><b>Redundancy pay - employees of a small employer</b></p> <p>Despite the terms of s.121(1)(b) of the Act, the remaining provisions of Subdivision B—Redundancy pay of Division 11 of the NES apply in relation to an employee of a <b>small employer</b> in the Clothing Industry except that the amount of redundancy pay to which such an employee may be entitled must be calculated in accordance with the following table:</p> <p>Period of continuous service:Severance pay</p> <p>Less than 1 year:Nil  At least 1 year but less than 2 years:4 weeks' pay  At least 2 years but less than 3 years:6 weeks' pay  At least 3 years but less than 4 years:7 weeks' pay  At least 4 years and over:8 weeks' pay</p> <p><b>Small employer</b> means an employer to whom Subdivision B - Redundancy Pay of Division 11 of the NES does not apply because of the provisions of s.121(1)(b) of the Act.</p>
19.4	Redundancy - transfer to lower paid duties	Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated.

Clause	Conditions Type	Description
	(Instrument)	Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
19.5	Redundancy - employee leaving during notice period (Instrument)	An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
19.6	Redundancy - job search entitlement (Instrument)	<p>An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>If the employee has been allowed paid leave for more than one day, the employee must, by request, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p>
19.7	Redundancy - transitional provisions (Instrument)	<p>An employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with terms of a NAPSA:</p> <ul style="list-style-type: none"> <li>- that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and</li> <li>- that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.</li> </ul> <p>The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.</p> <p>This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.</p> <p>This clause ceases to operate on 31 December 2014.</p>
20.9	Other (Instrument)	<p><b>Adult apprentices</b></p> <p>Where a person was employed by an employer immediately before becoming an adult apprentice with that employer, they will not suffer a reduction in actual rate of pay by virtue of becoming indentured.</p>

Clause	Conditions Type	Description
		<p>An adult apprentice who enters their apprenticeship at an advanced stage will be deemed, for the purpose of calculating the appropriate wage rate, to have completed the period by which they have been advanced.</p> <p>Progress to the next rate of wage will occur when the balance of the year to which they have been advanced in their apprenticeship is completed.</p>
22	Higher duties (Instrument)	<p>An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties must, if such work exceeds a total of two hours on any day, be paid for all work done on such day at the higher rate.</p> <p>In all other cases the employee must be paid the higher rate for the actual time worked.</p>
23.1	Other (Instrument)	<p><b>Payment by results (PBR)</b></p> <p><u>Introduction of payment by results system</u></p> <p>An employer may maintain, alter or institute a system of individual or group payment by results consistent with the skills based classification structure, subject only to the provisions and limitations set out in this clause.</p> <p>If an employee employed on a system of PBR is prevented from working at their PBR rates because of:</p> <ul style="list-style-type: none"> <li>- machinery breakdown;</li> <li>- shortage of materials, or lack of work;</li> <li>- transfer to other duties for which no PBR rates are available; or</li> <li>- transfer to other duties at which the operators are insufficiently skilled to earn in excess of their skill level time rates;</li> </ul> <p>the employee must be paid their PBR rate applicable to their skill level and the time rate for their skill level.</p>
23.2	Other (Instrument)	<p><u>Calculation of PBR earnings</u></p>

Clause	Conditions Type	Description
		<p>The employer must calculate the minute pay rate for each standard time minute by dividing the total award wage for the appropriate skill level by 2280 wherever appropriate.</p> <p>The employer may depart from this clause with the consent of the majority of employees provided that agreement is in accordance with the <b>facilitation by majority agreement</b> provisions in clause 8.</p> <p>Any proposal which is put to employees must be reduced to a written form for their consideration prior to the taking of a vote.</p> <p>Where an employer is currently paying a bonus minute rate higher than the above, the higher rate must continue to be applied and must be increased in accordance with any variation in the relevant skill level wage rate.</p> <p>An employer must calculate the payment by results earnings of an employee by multiplying the minute pay rate by the excess of the standard time produced over real time worked under payment by results.</p> <p>The employer must pay the worker their PBR earnings calculated in accordance with these provisions in addition to the total award wage appropriate to the employee's skill level.</p>
23.3	Other (Instrument)	<p><u>Objective when setting time standard</u></p> <p>An employer may fix or alter a time standard in respect of any textile product or part of a textile product, or any article or part of an article provided such time standard is set:</p> <ul style="list-style-type: none"> <li>- in accordance with clause 23.6; and</li> <li>- to enable adult employees of average capacity in any given period to earn at least 20% more than the total award rate for their respective skill level.</li> </ul>
23.4	Other (Instrument)	<p><u>Each day stands alone</u></p> <p>Where an employee earns payment by results earnings for work performed in any day, such earnings must be credited to the employee and must not be reduced because the employee fails to earn payment by results earnings in any other day.</p>
23.5	Other	<u>Apprentices and juniors</u>

Clause	Conditions Type	Description
	(Instrument)	An apprentice or junior must have their task set and be deemed to be producing bonus minutes when they have produced that number of minutes in proportion to the ordinary daily adult task or number of minutes as their rate of pay is in proportion to the appropriate adult minimum award rate.
23.6	Other (Instrument)	<p><u>Fixing time standards</u></p> <p>An employer must calculate the time standard allowed for the performance of work in accordance with the following procedure:</p> <p>An employer must consult with the PBR employees who must be given adequate opportunity to consult their union or representative prior to the finalisation of any time standard fixed under this clause.</p> <p>An employer must provide to the PBR employees the basis upon which the payment by results system is calculated, including appropriate allowances and the likely weekly earnings on such time standard.</p>
23.7	Other (Instrument)	<p><u>Alteration of time standards</u></p> <p>Once a time standard has been fixed under this clause, it must not be altered except where any of the following circumstances occur:</p> <ul style="list-style-type: none"> <li>- there is a change in the manufacturing methods;</li> <li>- there is a change in the materials used;</li> <li>- there is a change in the machines or equipment used; or</li> <li>- to correct an agreed error in the existing time standard;</li> </ul> <p>by agreement between the employer, the PBR employees, in accordance with the <b>facilitation by majority agreement</b> provisions in clause 8. Any proposal which is put to employees must be reduced to a written form for their consideration prior to the taking of a vote.</p>
23.8	Other (Instrument)	<p><u>Posting of time standards</u></p> <p>An employer must clearly display a copy of the time standard for each PBR operation in each work area in each enterprise. The copy of the time standard must be updated within 24 hours of any changes to the time standards.</p>

Clause	Conditions Type	Description
		<p>The employer must also display in each work area in each enterprise a conversion table to enable an employee to convert time standards into monetary amounts.</p>
23.9	Other (Instrument)	<p><u>Recording of time standard</u></p> <p>Once a time standard has been fixed in accordance with this clause, it must be recorded in the time and wage book and each affected employee given a copy.</p> <p>Where an employee has worked part of the week on PBR, they will be entitled to their earnings in full for the actual time worked on PBR if the earnings are higher than the appropriate award rate for such time.</p> <p>As far as practicable, different grades of work will be equitably divided between PBR employees.</p> <p>Weavers who commence work on a warp must be provided with the following details in writing:</p> <ul style="list-style-type: none"> <li>- the particulars of the class of work;</li> <li>- the number of picks per centimetre length of cut;</li> <li>- speed of loom; and</li> <li>- the price per cut.</li> </ul>
23.11	Other (Instrument)	<p><u>Training</u></p> <p>An employer implementing a PBR system must provide each employee with appropriate training to ensure that individual performance is the only variable distinguishing employees within a skill level.</p>
24.2	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> <li>- a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee, and</li> </ul>

Clause	Conditions Type	Description
		<p>- that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.</p>
24.3	District allowance (Instrument)	<p>An employee in the Northern Territory or Western Australia is entitled to payment of a district allowance in accordance with the terms of an award or NAPSA under the Workplace Relations Act 1996 that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement - based transitional instrument or enterprise agreement had applied to the employee, and that would have entitled the employee to payment of a district allowance.</p> <p>This clause ceases to operate on 31 December 2014.</p>
24.4	Other (Instrument)	<p><b>Protective gloves or cream</b></p> <p>Where the employer requires an employee to provide protective gloves or a protective cream to handle chemicals, solvents, solutions or dyes, the employer must reimburse the employee for the actual cost of providing such equipment. This provision will not apply where the employer supplies such items without cost to the employee.</p>
24.8	Other (Instrument)	<p><b>Hospital allowance</b></p> <p>An employee who suffers an injury arising out of and in the course of their employment, which does not give rise to an entitlement to workers compensation and which necessitates the employee's attendance during working hours at a doctor or hospital, is entitled to reimbursement by the employer for all expenses reasonably incurred in connection with such attendance.</p>
24.9	Clothing, footwear and/ or equipment	<p><b>Uniform allowance</b></p>

Clause	Conditions Type	Description
	(Instrument)	Where the employer requires an employee to wear a uniform, the employer must reimburse the employee for the actual cost of providing and cleaning such uniform. This provision will not apply where the employer supplies and cleans the uniform without cost to the employee.
24.10	Tools (Instrument)	Where the employer requires an employee to provide all tools necessary for the work to be performed, the employer must reimburse the employee for the actual cost of providing such equipment. This provision will not apply where the employer supplies such items without cost to the employee.
24.11	Protective clothing, footwear and covering allowance (Instrument)	Where the employer requires the employee to wear protective clothing as stipulated by the relevant law operating in a State or Territory covered by this award, the employer must reimburse the employee for the cost of purchasing such special clothing. This provision will not apply where the employer supplies such items without cost to the employee.
28	Hours of work (Instrument)	<p>Ordinary hours of work are provided for in Division 2 of the NES.</p> <p>The average ordinary working hours will be fixed by agreement between the employer and the employees but will not exceed an average of 38 hours per week over a four week period.</p>
29	Hours of work (Instrument)	<p><b>Spread of hours</b></p> <p>Ordinary hours may be worked between 7.00 am and 7.00 pm for up to eight hours per day, Monday to Friday inclusive.</p>
30	Hours of work (Instrument)	<p><b>Ordinary working hours</b></p> <p>An employer must notify an employee of the start and finishing times of work each day which are the ordinary working hours.</p> <p>In the Clothing Industry, an employer must clearly display the ordinary working hours in an obvious place in each workplace.</p> <p>An employer must pay an employee overtime rates for time worked outside or in excess of ordinary working hours (see <b>Penalty Summary</b>).</p>
31	Hours of work	<b>Changes to hours</b>

Clause	Conditions Type	Description
	(Instrument)	<p>Starting and finishing times may be altered by up to one hour at either end of the spread by agreement between the employer, and a majority of employees in accordance with the <b>facilitation by majority agreement</b> provisions in clause 8.</p> <p>The number of hours in a day that may be worked without the payment of overtime may be changed by agreement between the employer, and a majority of employees however the ordinary hours of work must not exceed 10 hours on any day. The starting and/or finishing times in any factory or part of any factory will not be altered without mutual agreement between the employer and majority of employees or after seven days notice to affected employees.</p>
32	Hours of work (Instrument)	<p><b>Arrangement of working hours including rostered days off</b></p> <p>Where an employer and the majority of employees agree in accordance with the <b>facilitation by majority agreement</b> provisions in clause 8, the hours of work, may be worked in accordance with any one of the following methods:</p> <ul style="list-style-type: none"> <li>- working shorter hours on one or more days of each week;</li> <li>- fixing a day on which all employees will be off during particular work cycle;</li> <li>- roster employees off on various days of the week during a particular work cycle.</li> </ul> <p>An employer must give an employee who is entitled to a rostered day or days off at least four weeks notice in advance of the weekday the employee is to take off.</p> <p>Where an employee, has not accumulated a full day's entitlement when a rostered day off occurs, the employee must receive payment for that day for the actual time accrued.</p> <p>Rostered days off may accumulate to a maximum of seven days which must be taken:</p> <ul style="list-style-type: none"> <li>- in one or two continuous periods within one month of accrual; or</li> <li>- by agreement between the employer and a majority of employee's.</li> </ul> <p>The starting and finishing times, daily working hours and weekly working hours worked under an arrangement, must be regarded as the ordinary working hours and work performed outside or in excess of these hours must be paid at overtime rates.</p>

Clause	Conditions Type	Description
		An employer and a majority of employees may agree to vary the arrangement of working hours, provided that agreement is in accordance with the <b>facilitation by majority agreement</b> provisions in clause 8.
33	Hours of work (Instrument)	<p><b>Substitution of rostered day off</b></p> <p>In the case of:</p> <ul style="list-style-type: none"> <li>- breakdown in machinery, or failure or shortage of electric power; or</li> <li>- requirements of the business in the event of rush orders; or</li> <li>- some other emergency situation,</li> </ul> <p>an employer may, by agreement with the majority of employees concerned, substitute the rostered day off agreed to for another day.</p> <p>By agreement with the majority of employees concerned, the employer may substitute the rostered day off agreed to for another day provided in accordance with the <b>Facilitation by majority agreement</b> provisions in clause 8.</p> <p>An individual employee at their initiative may with the agreement of their employer substitute the day the employee is to take off, for another day.</p>
34	Shiftwork (Instrument)	<p><b>General</b></p> <p><b>Day shift</b> means a shift worked between the hours of 7.00am and 7.00pm.</p> <p>The hours during which shifts must be worked may be varied by up to one hour at either end to meet extraordinary circumstances by agreement between an employer and a majority of employees in accordance with the <b>Facilitation by majority agreement</b> provisions in clause 8.</p> <p>An employer and a majority of employees may agree to work the hours prescribed for a night shift employee in four shifts. Under any such agreement, all night shift hours worked in excess of nine hours must be paid for at overtime rates, even if they come within the starting and finishing time of a shift.</p> <p>As far as practicable, employees will work shifts in rotation.</p>

Clause	Conditions Type	Description
36	Shiftwork (Instrument)	<p><b>Textile industry - shiftwork</b></p> <p><b>Day shift</b> means a shift worked between the hours of 7.00am and 7.00pm. Where employees are required to work overtime starting at 6.00am for a period of four consecutive weeks they will be deemed to be engaged on a morning shift.</p> <p><b>Morning shift</b> means a shift commencing at 6.00am.</p> <p><b>Afternoon shift</b> means a shift finishing after 6.00pm but not later than midnight.</p> <p><b>Night shift</b> means a shift finishing after midnight but not later than 8.00am.</p> <p>The hours during which shifts must be worked may be varied by up to one hour at either end to meet extraordinary circumstances by agreement between an employer and a majority of employees. Such agreement must be in accordance with <b>Facilitation by majority agreement</b> provisions.</p> <p>An employer and a majority of employees may agree to work the hours prescribed for a night shift employee in four shifts. Under any such agreement, all night shift hours worked in excess of nine hours must be paid for at overtime rates, even if they come within the starting and finishing time of a shift.</p> <p>As far as practicable, employees will work shifts in rotation.</p> <p>An employer and the majority of employees in an enterprise or part of an enterprise may agree to arrange shifts so that they commence on Sunday night instead of Monday with ordinary rates to be paid for Sunday work provided that agreement is in accordance with the <b>Facilitation by majority agreement</b> provisions in clause 8.</p>
36.6	Shiftwork (Instrument)	<p><u>Employees under 18 years</u></p> <p>Employees under 18 years of age are prohibited from working after 11.00 pm but may work between the hours of 6.00 am and 11.00 pm provided that they are paid the shift penalty in clause 35 (see <b>Penalty Summary</b>).</p>
36.7	Shiftwork (Instrument)	<p><b>Shiftwork and public holidays</b></p>

Clause	Conditions Type	Description
		<p>Shiftworkers may be required to work until the completion of their shifts on a public holiday without payment at holiday rates. Provided that those employees are not required to work on the night shift commencing on a public holiday.</p> <p>Where a public holiday prescribed by this award is observed on a Monday, shiftworkers may be given time off on the shift commencing on the Sunday night before the holiday and will then be required to work on the usual night shift commencing on the public holiday without additional pay.</p> <p>Where an employee works two complete shifts on a public holiday, both shifts will be paid for as holiday shifts.</p> <p>Except for the regular change over of shifts, no employee will be required to change from one shift to another without a break of at least 12 hours.</p>
37	Shiftwork (Instrument)	<p><b>Textile industry - seven day continuous shiftwork</b></p> <p><b>Seven day continuous shiftwork</b> means work carried out with consecutive shifts of employees throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or due to unavoidable casuses beyond the control of the employer.</p> <p>Except where provided otherwise in this clause, all provisions of the award will apply to seven day continuous shiftworkers.</p> <p><u>Sick Pay</u></p> <p>Where the ordinary hours of a roster provide for a rostered overtime shift then employees will be entitled to claim sickness benefits at ordinary rates for absences occurring through illness on the rostered overtime shifts.</p> <p><u>Work on Saturdays, Sundays and public holidays</u></p> <p>Where a public holiday falls on the rostered day off of a seven day continuous shiftworker who is rostered to work regularly on Sundays and public holidays, the employer may either:</p> <ul style="list-style-type: none"> <li>- pay for that day at ordinary rates, in addition to their ordinary wages; or</li> <li>- add a day to the employee's annual leave.</li> </ul>

Clause	Conditions Type	Description
		This subclause will not apply when the rostered day off falls on a public holiday on a Saturday or Sunday.
37.3	Daylight saving (Instrument)	<p>Where a system of daylight saving operates by reason of State legislation, the length of any shift:</p> <ul style="list-style-type: none"> <li>- spanning the time prescribed for the commencement of daylight saving; or</li> <li>- spanning the time prescribed for the termination of daylight saving</li> </ul> <p>will be deemed to be the number of hours between the time recorded by the clock in each case to be set to the time fixed pursuant to the relevant State legislation.</p> <p>To clarify, a shift may actually be an hour longer or shorter if daylight saving commences or finishes during a shift, without deduction or addition to pay.</p>
37.4	Hours of work (Instrument)	<p><u>Seven day continuous shiftworkers</u></p> <p>The ordinary hours of continuous shiftworkers will average 38 hours per week inclusive of crib breaks and must not exceed 152 hours in 28 consecutive days.</p> <p>Twenty minutes must be allowed each shift for a meal, which will be counted as time worked.</p> <p>Except at the regular change-over of shifts an employee must not be required to work more than one shift in each 24 hours.</p> <p>An employer and a majority of employees may agree to arrange ordinary working hours so that the ordinary hours exceed eight hours on any shift, provided that:</p> <ul style="list-style-type: none"> <li>- the ordinary hours on any shift does not exceed ten hours, inclusive of break periods; and</li> <li>- agreement is reached in accordance with the <b>Facilitation by majority agreement</b> provisions in clause 8.</li> </ul>
37.5	Hours of work (Instrument)	<p><b>Textile industry - 12 hour shifts</b></p> <p>12 hour shifts may be implemented by agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, subject to:</p> <ul style="list-style-type: none"> <li>- proper health monitoring procedures being introduced;</li> <li>- suitable roster arrangements being made;</li> </ul>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> <li>- proper supervision being provided;</li> <li>- adequate breaks being provided; and</li> <li>- an adequate trial or review process being implemented through the consultative process in accordance with clause 9—Consultation regarding major workplace change.</li> </ul> <p>12 hour shifts may be implemented in accordance with the following requirements:</p> <ul style="list-style-type: none"> <li>- the ordinary hours of shiftworkers must average 38 hours per week, inclusive of rest periods and must not exceed 152 ordinary hours in 28 consecutive days; or</li> <li>- a maximum of 168 hours may be rostered in 28 consecutive days. These hours must be rostered on the basis that no employee will be rostered to work more than four consecutive shifts; or</li> <li>- payment is to be made on the following basis:</li> </ul> <ul style="list-style-type: none"> <li>- Monday to Friday: First 10 hours at ordinary rate plus two hours at double time plus shift penalty where appropriate</li> <li>- Saturday: Time and a half for all hours worked</li> <li>- Sunday - Double time for all hours worked.</li> </ul> <p>See Penalty Summary for penalty rates.</p>
38.1(a)	Breaks - meal (Instrument)	<p>A meal interval of not less than 30 minutes and not more than one hour must be allowed each shift or day.</p> <p>No employee will be required to work for more than five hours without a meal break unless an employer and a majority of employees in an enterprise or part of an enterprise concerned agree to work in excess of five hours but less than six hours without a meal break, provided such agreement is in accordance with the <b>Facilitation by majority agreement</b> provisions in clause 8.</p>
38.2	Breaks (Instrument)	<p><b>Meal Breaks and Shift Workers (textile industry)</b> Shift workers in the textile industry are entitled to meal breaks in accordance with the provisions for meal break, and as follows:</p> <ul style="list-style-type: none"> <li>-Where two eight or three hour shifts are worked, in lieu of the meal break as above, the employer has the discretion to, as opportunity offers, provide the shift worker a 20 minute paid crib break per shift which shall be counted as time worked.</li> </ul>

Clause	Conditions Type	Description
38.3	Breaks - rest (Instrument)	An employer must provide each employee with two paid 10 minute rest periods per day not being adjacent to starting and/or finishing times, one of which will occur in the work period prior to the employee's main meal break, and the second to occur in the work period after the employee's main meal break.
39	Overtime - other (Instrument)	<p><b>Requirement to work reasonable overtime</b></p> <p>Subject to the NES an employer may require an employee to work reasonable overtime at overtime rates.</p>
39.4(c)	Overtime - other (Instrument)	<p>The ordinary hours of a night shift finishing on Saturday morning will not be subject to overtime rates.</p> <p><b>Time off instead of payment for overtime</b></p> <p>An employee may choose, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.</p> <p>If an employee takes time off instead of payment for overtime then the time taken off accrues at the same rate as the overtime payment.</p>
40.1	Overtime - other (Instrument)	<p><u>Meal breaks during overtime</u></p> <p>An employee required to work in excess of one and a half hours overtime will be allowed a meal break of at least 30 minutes, and paid a meal allowance in addition to any overtime payable.</p> <p>An employee who works overtime is entitled to a meal break no later than five hours after the employee's previous meal break.</p> <p>An employee is entitled to subsequent meal breaks no later than four hours after each meal break during overtime. The employer must, unless they have notified the employee concerned on the previous day or earlier, that such second or subsequent meal will also be required, provide such meals or pay a meal allowance each second or subsequent meal.</p> <p>An employee must be paid the meal allowance(s) before working the overtime, if the employee so requests.</p>

Clause	Conditions Type	Description
		<p>If notice of overtime is given and then not worked (except as a result of a breakdown in machinery or plant) the meal allowance provided for in this clause must still be paid.</p> <p>An employee will not be entitled to the meal break if the overtime is worked on a day where there is an early finishing time, except where a total of five and a half hours will be worked (inclusive of overtime) following the midday meal break.</p>
40.2	Overtime - other (Instrument)	<p><u>Rest breaks during overtime</u></p> <p>An employee who:</p> <ul style="list-style-type: none"> <li>- is not entitled to a meal break, and</li> <li>- works more than one hour's overtime prior to or after an eight hour shift;</li> </ul> <p>is entitled to a 10 minute paid rest break, paid at the appropriate overtime rate.</p>
40.3	Overtime - other (Instrument)	<p><u>Rest period before or after overtime</u></p> <p>Wherever practicable, the employer will arrange overtime so that employees will have at least 10 consecutive hours off duty between work on successive days.</p> <p>If an employee works so much overtime between work on successive days, that the employee has not had 10 consecutive hours off duty, the employer must do one of the following:</p> <ul style="list-style-type: none"> <li>- release the employee until the employee has had 10 consecutive hours off duty, without loss of pay for the ordinary working time occurring during such absence; or</li> <li>- if on the instruction of the employer an employee resumes or continues work without having had 10 consecutive hours off duty, pay at the appropriate penalty rates until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</li> </ul> <p>The provisions of this clause will apply in the case of shiftworkers as if eight hours were substituted for 10 hours when overtime is worked:</p> <ul style="list-style-type: none"> <li>- for the purpose of changing shift rosters; or</li> </ul>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> <li>- where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or</li> <li>- where a shift is worked by arrangement between the employees themselves.</li> </ul>
40.4	Overtime - other (Instrument)	<p><u>Call back</u></p> <p>If an employee is recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) the employee must be paid a minimum of three hours work at the appropriate rate as provided for each time they are recalled.</p> <p>The employee will not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period, except in the case of unforeseen circumstances arising.</p> <p>The employee will not be entitled to the three hours' payment in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.</p> <p>Overtime worked on call back will not be regarded as overtime for the purposes meal allowance or rest periods after overtime where the actual time worked is less than three hours.</p>
40.5	Overtime - other (Instrument)	<p><u>Transport of employees</u></p> <p>When employees, after working overtime or a shift for which they had not been regularly rostered, finish work at a time when their usual or other reasonable means of transport are not available, the employer must provide them with transport or pay their ordinary wages for the time reasonably occupied in getting home.</p>
41.1	Annual leave loading (Instrument)	<p>A loading of 17.5% is payable in addition to the payment for the leave, or</p> <p>Shiftworkers—employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading whichever is the greater but not both.</p>
41.2	Annual leave (Instrument)	<u>Shiftworkers</u>

Clause	Conditions Type	Description
		For the purpose of the additional week of leave provided by Division 6 of the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
41.3	Annual leave (Instrument)	<p><u>Annual leave in more than one period</u></p> <p>Annual leave may be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be at least 21 consecutive days.</p> <p>An employer and an employee may agree that the employee takes their annual leave in up to three separate periods, none of which is more than 21 consecutive days, provided such agreement is in accordance with the <b>Facilitation by individual agreement</b> provisions in clause 8.</p> <p><u>Requirement to take annual leave</u></p> <p>Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in s.33 of the NES, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days notice.</p>
41.5	Annual leave - close-down (Instrument)	<p>An employer may close-down the plant, or a section or sections of it, in order to allow all or the bulk of employees their annual leave.</p> <p>The employer must give all affected employees at least three months notice of the intention to close the plant or section/s.</p> <p>The employer may stand off all employees in the plant or section/s affected by the close-down.</p> <p>Any employee who has not qualified for a full entitlement to annual leave must be paid annual leave on a proportionate basis for 2.923 hours for each completed week of continuous service, provided that the employee has at least one months' continuous service.</p> <p>Any employee who has qualified for a full entitlement to annual leave in accordance with the NES must be paid 2.923 hours for each completed week of continuous service performed in excess of twelve months continuous service, in addition to being allowed their annual leave.</p>

Clause	Conditions Type	Description
41.6	Annual leave (Instrument)	<p><u>Continuity of service</u></p> <p>Service will be deemed to be continuous service, and will not be broken by the following:</p> <ul style="list-style-type: none"> <li>- any interruption or termination of employment by the employer if the intent of the interruption or termination of employment was to avoid the annual leave obligations;</li> <li>- any absence from work on account of personal leave up to 25 days in a 12 month period. Provided that the employee informs the employer in writing, if practicable, within 48 hours of the commencement of such absence, of the employee's absence and the nature of the illness and estimated length of the employee's absence;</li> <li>- any absence due to long service leave or jury service;</li> <li>- any continuous period of unpaid leave, which does not exceed four weeks;</li> <li>- any absence with reasonable cause (the employee must, if required, provide proof of such cause); or</li> <li>- any absence by reason of any cause not specified above, unless the employer during the absence or within 14 days of termination of the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service. The notice may be given by delivering the notice to the employee personally or by posting it by registered mail to the employee's last recorded address.</li> </ul>
41.7	Annual leave (Instrument)	<p><u>Payment by results workers</u></p> <p>An employee working under a system of payment by results will receive an additional payment based on the average overaward payment and/or average bonus when taking annual leave. The averages will be calculated on a twenty week qualifying period applied to ordinary hours only.</p> <p>The qualifying period of employment means:</p> <ul style="list-style-type: none"> <li>- in the case of an employee taking annual leave at Christmas, the period of 20 consecutive weeks commencing with the first pay in July;</li> <li>- where an employee is not employed during the whole of the qualifying period, the average will be calculated on the period of employment falling within 20 consecutive weeks;</li> <li>- in the case of an employee taking annual leave at any other time, the first 20 consecutive weeks in the six months immediately preceding the date of taking annual leave.</li> </ul> <p>Where an employee does not qualify for calculation over a 20 week period then the number of weeks will be averaged by the actual number of weeks worked.</p>

Clause	Conditions Type	Description
		<p>In the case of an employee absent on long service leave during any qualifying period of employment, both the period of such leave and the payment based on that period will be excluded in the calculation of the averages.</p> <p>In calculating the average bonus, all amounts in respect of overtime, shiftwork, penalty or special rates will be excluded.</p> <p>Part-time employees will in respect of annual leave, be paid only at the rate actually being received by them at such time.</p>
43.3	Public holiday on RDO (Instrument)	<p>Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day.</p> <p>Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.</p> <p>Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.</p>
43.4	Substitution of public holidays (Instrument)	<p>By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.</p> <p>An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.</p>
43.5	Substitution of public holidays (Instrument)	<p>Where the rostered day off falls on a Saturday or a Sunday, where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled, at the discretion of the employer, to either:</p> <ul style="list-style-type: none"> <li>- 7.6 hours of pay at the ordinary time rate, or</li> <li>- 7.6 hours of extra annual leave, or</li> <li>- a substitute day off on an alternative week day.</li> </ul>

Clause	Conditions Type	Description
44	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> <li>- the employers responsibility to make superannuation contributions to a superannuation fund</li> <li>- the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund</li> <li>- the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.</li> </ul>
Schedule F	Outworker provisions (Outworker provisions)	<p><b>Outwork and related provisions</b></p> <p>This award contains information regarding outworkers and the provisions including;</p> <ul style="list-style-type: none"> <li>- general requirements for making arrangements;</li> <li>- additional requirements;</li> <li>- minimum conditions, including pay rate per minute;</li> <li>- registration and board reference;</li> <li>- recovery of unpaid remuneration;</li> <li>- information to be given to outworkers</li> <li>- averaging regular part time hours</li> <li>- payment for regular part time hours</li> </ul>

### **Frequency of Payment**

Wages will be paid weekly and no later than Thursday of any particular week. Wages may be by cash or electronic funds transfer (EFT).

**IMPORTANT NOTE: Disclaimer**

The Fair Work Ombudsman is committed to providing advice that you can rely on.

Your situation and the law can change so we encourage you to check back with us by looking at <http://www.fairwork.gov.au/pay/pay-and-conditions-guides/pages/default.aspx>