

**EDUCATION, EMPLOYMENT AND WORKPLACE RELATIONS**

**SENATE LEGISLATION COMMITTEE - QUESTIONS ON NOTICE  
2007-08 ADDITIONAL ESTIMATES HEARING**

**Outcome**            **9**

**DEEWR Question No. EW116\_08**

Senator Watson asked on 21 February 2008, EEWPR Proof Hansard page 46.

**Question**

Homeworkers Code of Practice

Can you give us a copy of that document that is given to these homeworkers?

**Answer**

A copy of the Homeworkers Code of Practice is attached.

# HOMEWORKERS CODE OF PRACTICE

## CONTENTS:

- Part 1      Retailers Agreement
- Part 2      Manufacturers, Wholesalers, Warehouses & Fashion  
              Houses Agreement
- Part 3      Sports and Corporate Wear Ethical Clothing Deed

# **HOMEWORKERS CODE OF PRACTICE**

## **PART 1 RETAILERS**

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AGREEMENT between

The Textile Clothing and Footwear Union of Australia (TCFUA), and

The Council of Textile and Fashion Industries Ltd (TFIA), and

The Australian Chamber of Manufacturers Industry Group (AiGroup), and

The Australian Business Limited (ABL).

The Australian Retailers Association (ARA)

### PARTIES

The TCFUA

The Council of the TFIA

The AiGroup

The ABL

The ARA

Individual companies who are signatories to this Agreement.

## **PART 1 RETAILERS**

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### **AGREEMENT**

**Between**                    **TEXTILE, CLOTHING AND FOOTWEAR UNION OF AUSTRALIA**  
                                  **("the TCFUA ")**

**and**                         **THE AUSTRALIAN RETAILERS ASSOCIATION**  
                                  **("the ARA")**

**RETAILER SIGNEE:**.....

### **RECITALS**

- A. For the benefit of its members and other workers in the clothing industry, the TCFUA wishes to ensure that employees and contractors to Suppliers are engaged upon terms and conditions no less favourable than those contained in either the Federal Award or the relevant State Award.
- B. The ARA endorses the objective of the TCFUA set out in Recital A and has agreed to assist the TCFUA to achieve this objective by undertaking the obligations contained in this Agreement.
- C. The TCFUA has agreed to assist the ARA by providing it regularly with information and advice relating to the Federal Award and the relevant State Award and their operation.
- D. The TCFUA has agreed to publicly acknowledge that while the ARA observes the conditions of this Agreement it will be acknowledged by the TCFUA as an Outwork Best Practice Organisation.

### **AGREEMENT**

#### **CLAUSE 1 – DEFINITIONS**

In this Agreement including the Recitals:

**"Contract"** means a contract between the Retailer and a Supplier for the supply or manufacture of Goods for resale by the Retailer.

**"Exploitation"** occurs where a Supplier breaches the Federal Award or State Award or an award of an industrial tribunal or legislation in respect of the engagement of its employees and/or contractors, and such breach involves either a failure by the Supplier to comply with award obligations binding upon the Supplier to register or provide lists for notification of contracts or keep records or else (in relation to any other type of breach by the Supplier) such breach is, in all the circumstances, detrimental to those employees and contractors.

**"Federal Award"** means the Clothing Trades Award 1999 as amended from time to time, or any award replacing that Award.

**"Goods"** means:

- (a) the whole or any part of any male or female garment or of any article of wearing apparel including articles of neckwear and headwear, and
- (b) handkerchief, serviette, pillowslip, pillowsham, sheets, tablecloth, towel, quilt, apron, mosquito net, bed valance, or bed curtain, and
- (c) ornamentations made of textiles, felts or similar fabrics, and artificial flowers.

**"Records"** means the documents referred to in clause 3.1.

**"Retailer"** means any retailer business which is a member of the ARA.

**"State Award"** means the relevant state industrial instrument eg. Clothing Trades (State) Consolidated Award (New South Wales) or equivalent in a state jurisdiction.

**"Supplier"** means a person, company or organisation which agrees with the Retailer to supply or manufacture or arrange the manufacture within Australia of Goods or part of Goods for resale by the Retailer under a Contract.

## **CLAUSE 2 – TERM**

This agreement shall operate from the date of the Agreement and continue until terminated under clause 9.

## **CLAUSE 3 – RECORDS**

- 3.1 a) Each Retailer must retain for not less than 12 months full details of all Contracts entered into with Suppliers.
- b) Each Retailer must make available to the TCFUA for up to six years after they were created, those records which the Retailer is required to keep pursuant to legislation such as taxation law and corporations law and which pertain to the manufacture or supply of Goods to the Retailer by a Supplier.
- c) In order to ensure that employees and contractors involved in the supply or manufacture of Goods are engaged upon terms and conditions no less favourable than those contained in either the Federal Award or the relevant State Award:
- i) the TCFUA may reasonably request each Retailer to obtain any of the records or other information held by each Supplier of that Retailer in accordance with subclauses 4.3(c) or 4.3(d) of this Agreement, and
  - ii) within five (5) days of such request, the Retailer will require the Supplier to make available to the Retailer such records and other information which have been requested by the TCFUA, and
  - iii) the Retailer will make available to the TCFUA any such records and other information as soon as they have been provided by the supplier to the Retailer.
- 3.2 The Records required to be kept under Clause 3.1(a) must contain the following:
- a) the name of the Supplier
  - b) the address of the Supplier
  - c) the date of the Contract
  - d) the date for the delivery of the goods to be made under the Contract
  - e) the number of Goods to be made
  - f) either the relevant standard product specification for that garment in accordance with the operation of Schedule 9 of Part 2 of the TCFUA Homeworkers Code of Practice or the information contained in sub-clauses (f) (i), (ii) and (iii) of this clause:
    - (i) the wholesale price or cost paid by the Retailer for each item of Goods to be made, and
    - (ii) the total wholesale price or cost paid by the Retailer for the Goods under the Contract, and
    - (iii) a description, including size, style, image or sketch drawing and any other relevant information in order to identify the Goods to be made.
- 3.3 Each Retailer must:
- a) make the Records immediately available to a person properly authorised in writing by the TCFUA, after that person has given reasonable notice to the Retailer of a request for access to the Records, and
  - b) allow the TCFUA to make appropriate copies of the Records as reasonably required by the TCFUA.

#### CLAUSE 4 – OBLIGATIONS OF EACH RETAILER

- 4.1 Each Retailer must send to the National Secretary of the TCFUA the name and address of each Supplier contained in the Records as follows –
- (a) a full list of the Retailer’s current Suppliers within 14 days of the signing of this Agreement, and
  - (b) a full list of the Retailer’s Suppliers over the preceding six months within 14 days of 28 February and 31 August in each year.
- 4.2 Each Retailer agrees to inform all its Suppliers of the existence of this Agreement by taking the following action:
- (a) The Retailer will forward a copy of this Agreement to all its existing Suppliers immediately following signing, and
  - (b) The Retailer will provide a copy of this Agreement to any new Suppliers with whom it contracts following the signing of this Agreement, and
  - (c) The Retailer agrees to advise all Suppliers that, as part of the implementation of this Agreement, the TCFUA will be making regular visits to those establishments operated by the Supplier.
- 4.3 Each Retailer agrees to use its best endeavours to amend the standard terms and conditions of trading entered into with its Suppliers so that each Contract already entered into with a Supplier prior to the signing of this Agreement contains the further following obligations on the Supplier:
- (a) the Supplier must undertake to comply with all applicable laws and regulations relating to the manufacture of the Goods, and
  - (b) the Supplier must warrant that it is registered pursuant to the Federal Award and the State Award for the purposes of sub-contracting out any work associated with the manufacture of the Goods, and
  - (c) the Supplier undertakes to keep appropriate records of where and with whom the Supplier has further contracted the work to be performed under the Contract between the Retailer and the Supplier, and
  - (d) the Supplier must retain for at least 12 months after the Contract is entered into the Supplier’s product specification for each garment supplied or manufactured by the Supplier for the Retailer pursuant to that Contract, and
  - (e) the Supplier must make available to the Retailer those records and product specifications referred to in subclauses (c) and (d) above, within five days of such a request being made by the Retailer, and
  - (f) the Supplier must acknowledge the existence of this Agreement and further acknowledge that the Retailer has entered into this Agreement which provides that the Retailer may either terminate a Contract with that Supplier (where legally possible) or refuse to enter into any future Contract with that Supplier in the event that an incident of Exploitation has been proved to exist during the course of the supply or manufacture of the Goods by that Supplier.
- 4.4 Each Retailer agrees to amend the standard terms and conditions of trading entered into with its Suppliers so that each future contract entered into with a Supplier on or after the date of the signing of this Agreement contains each of the obligations listed above in Clause 4.3(a) to (f) inclusive of this Agreement.
- 4.5 Each Retailer agrees to appoint a liaison officer for the purpose of handling all enquiries or allegations validly raised by the TCFUA for the purposes of this Agreement.
- 4.6 The name of the liaison officer (or officers if more than one) appointed by each Retailer must be provided by the Retailer to the TCFUA on the signing of this Agreement. Any changes to the liaison officer must be advised to the TCFUA by the Retailer.

- 4.7 If any Retailer becomes aware that a Supplier has been or may be, or is using the services of sub-suppliers or contractors or sub-contractors who have been or may be engaging in Exploitation, then the Retailer agrees to immediately inform the TCFUA of this fact.
- 4.8 Each Retailer will enter into a separate Deed of Agreement with the TCFUA whereby the provisions of that separate Deed of Agreement will mirror the obligations upon each Retailer contained in Clause 1 to Clause 10.2 of this agreement.

#### **CLAUSE 5 – OBLIGATIONS OF THE TCFUA**

The TCFUA must:

- (a) provide the ARA with a current copy of the Federal Award and the relevant State Award and promptly provide the ARA with any variations to those Awards, and
- (b) provide reasonable assistance to each Retailer in interpreting the provisions of the Federal Award or the relevant State Award, and
- (c) promptly inform each Retailer in writing of any Exploitation or suspected Exploitation of which the TCFUA becomes aware and provide the Retailer with any material it has which supports the allegation, and
- (d) upon request promptly meet with the Retailer concerned to consider any matter arising out of this Agreement, and
- (e) keep confidential the copy Records made available to it by any Retailer and not disclose their contents to any other person, company or organisation except to the Supplier specified in the Records or as required by law or in enforcement proceedings in a court or in industrial dispute resolution proceedings in an industrial tribunal without the written consent of the Retailer.

#### **CLAUSE 6 – CONDUCT IN THE EVENT OF ALLEGED EXPLOITATION**

- 6.1 If the TCFUA has notified any Retailer that it believes a Supplier to that Retailer is engaging in Exploitation then the Retailer agrees to immediately investigate the claims made by the TCFUA and further agrees that it will within 14 days (or such other period of time as is mutually agreed) of receipt of the notice either advise the TCFUA as follows:
- (a) that the Retailer believes that Exploitation has occurred, or
  - (b) that the Retailer believes that Exploitation has not occurred, or
  - (c) that the Retailer has not been provided with sufficient information to formulate a belief as to whether or not either Exploitation has occurred, and in such event, the Retailer must request such further evidence as is reasonable from the TCFUA to enable a belief to be formulated.
- 6.2 If any Retailer believes that Exploitation has occurred, the Retailer agrees that it will take all action reasonably required by the TCFUA to remedy the Exploitation or achieve such other outcome acceptable to both parties ("Agreed Outcome") within not more than 14 days (or such other period of time as is mutually agreed) of that requirement by the TCFUA.
- 6.3 If a Supplier fails to comply with a requirement of any Retailer to remedy the Exploitation or submit to an Agreed Outcome, the Retailer must:
- (a) in relation to any Contract already entered into before the signing of this Agreement, if legally possible and without the Retailer incurring any legal liability, terminate the relevant Contract consistent with its terms and conditions, and
  - (b) in relation to any future Contract entered into on or after the date of the signing of this Agreement, terminate the relevant Contract consistent with its terms and conditions (if reasonably required by the TCFUA), and
  - (c) not enter into any further Contract with that Supplier until the Retailer and the TCFUA agree that the Exploitation has been remedied.

- 6.4 If any Retailer advises the TCFUA that it does not believe that Exploitation by a Supplier has occurred and the TCFUA continues to assert that Exploitation has in fact occurred, then this issue must be mediated pursuant to clause 7 of this Agreement.

#### **CLAUSE 7 – DISPUTE RESOLUTION**

- 7.1. It is the intention of the parties that they should co-operate with the other in good faith to resolve any differences arising under this Agreement. In order to achieve this objective the dispute settlement procedure under this clause 7 is agreed to.
- 7.2 The parties must meet to consider any issue if:
- (i) either party considers the obligations of the other party under this Agreement are not being performed, and the other party disagrees,
  - (ii) the TCFUA considers that Exploitation is occurring and any Retailer disagrees, or
  - iii) the TCFUA believes that any Retailer has not acted reasonably in continuing to contract with the Supplier pursuant to Clause 6.3(b) of this Agreement.
- 7.3 (a) If agreement on any issue referred to in clause 7.2 cannot be reached or a party (or any Retailer) refuses to observe its obligations under this Agreement, the parties must enter into mediation to be conducted by the Chairperson of an Ethical Clothing Trades Council or by a mediator as agreed by both parties.
- (b) the parties must each pay half the costs of the mediation, and
  - (c) the mediation must be held and completed promptly.

#### **CLAUSE 8 – “NO SWEATSHOP LABEL”**

The ARA acknowledges that the Homeworkers Code of Practice Committee registers and maintains trade marks, logos and other labels, including the “No Sweatshop” label, (jointly called the “Identification Marks”) to promote compliance. Where any Goods have been provided to any Retailer pursuant to a Contract between the Retailer and a Supplier, the Retailer will not discourage that Supplier from attaching a label or a swing ticket to those Goods which incorporates any of the Identification Marks.

#### **CLAUSE 9 – TERMINATION**

Either party may terminate this Agreement:

- (a) upon no less than 3 months written notice to the other,
- (b) forthwith if the other party refuses to mediate in good faith as detailed in clause 7, or
- (c) upon the giving of 7 days notice where the other party has committed a breach of this Agreement and that breach has not been rectified within the 7 day notice period.

#### **CLAUSE 10 – ENTIRE AGREEMENT / FUTURE VARIATION**

- 10.1 This represents the entire agreement between the parties on the matters referred to in the Recitals.
- 10.2 The parties agree that should this Agreement prove incapable of achieving its objective, then the parties will negotiate in good faith to effect an appropriate variation to its terms.
- 10.3 Within twelve (12) months of the signing of this Agreement, the parties will review the operation of this Agreement.



Signed for and on behalf of the )  
Textile Clothing and Footwear )  
Union of Australia )  
By an authorised officer in the )  
Presence of )

.....  
Signature of authorised officer

.....  
Signature of witness

.....  
Name of authorised officer

.....  
Name of witness (print)

.....  
Office held

Signed for and on behalf of the )  
Australian Retailers Association )  
By an authorised officer in the )  
Presence of )

.....  
Signature of authorised officer

.....  
Signature of witness

.....  
Name of authorised officer

.....  
Name of witness (print)

.....  
Office held

Signed for and on behalf of The )  
Textile Clothing and Footwear )  
Union of Australia )  
By an authorised officer in the )  
Presence of )

.....  
Signature of authorised officer

.....  
Signature of witness

.....  
Name of authorised officer

.....  
Name of witness (print)

.....  
Office held

Signed for and on behalf of )  
The Retailer )  
By an authorised officer in the )  
Presence of )

.....  
Signature of authorised officer

.....  
Signature of witness

.....  
Name of authorised officer

.....  
Name of witness (print)

.....  
Office held



## **Homeworkers Code of Practice Committee**

359 Exhibition St Melbourne Vic 3000

Tel (03) 9639 2955 Fax (03) 9639 2944

Web [www.nosweatshoplabel.com](http://www.nosweatshoplabel.com)

### **The Homeworkers Code of Practice**

#### **Part 2**

(Manufacturers, Wholesalers, Warehouses, and Fashion Houses Agreement)

#### **Application for Accreditation**

**If you are seeking accreditation under Part 2 of the Code, please read the following documents before completing this application:**

- *Guidelines for Accreditation to Part 2 of the Code*
- *Example Application for Accreditation to Part 2 of the Code*

These can be downloaded from [www.nosweatshoplabel.com](http://www.nosweatshoplabel.com).

**For further information contact:**

**Tommy Clarke**

*Project Officer*

Office: **(03) 9639 2955**

Email: [tommy@nosweatshoplabel.com](mailto:tommy@nosweatshoplabel.com)



## HOMEWORKERS CODE OF PRACTICE

### APPLICATION FOR ACCREDITATION

---

COMPANY NAME: .....

ADDRESS: .....

.....

CONTACT NAME: .....

POSITION: .....

PHONE: ..... FAX: .....

EMAIL: ..... WEBSITE: .....

DATE: ...../...../.....

The Homeworkers Code of Practice is a voluntary Code established to ensure Homeworkers receive appropriate award entitlements and legislative protection.

• A company is complying with the Homeworkers Code of Practice when:

- (a) Homeworkers that are engaged are paid the appropriate loaded award skill level hourly rate
- (b) Homeworkers receive a minimum workload per fortnight equivalent to the number of products that can be sewn in 30 hours
- (c) The maximum workload homeworkers receive is equivalent to the number of products that can be sewn in 76hours
- (d) Homeworkers are not required to work on Saturdays, Sundays or more than 7.6 hours in any one day
- (e) Homeworkers are covered by workers compensation
- (f) Superannuation contributions are made on behalf of Homeworkers
- (g) When there is no work available for a period of time the homemaker is provided with appropriate written notice of termination
- (h) Records of orders, retailers, homeworkers, contracts, products and delivery to manufacturers are maintained
- (i) Homeworkers are provided with the letter educating them about the Homeworkers Code of Practice and the TCFUA.

[INSERT COMPANY NAME].....

1. Acknowledges that compliance with these factors is necessary to become accredited and maintain accreditation.
2. Documentation attached to this application:
  - (a) Payment of \$2,200 (including GST) payable to the *Homeworker Code Committee Inc.*
  - (b) Copy of the signed agreement (Part 2 – signatories)



- (c) Statutory declaration/s of company seeking accreditation (Schedule 3A, 4 and/or 5)
- (d) Contractors list (Schedule 4, Attachment 1) or homeworkers list (Schedule 5, Attachment 1)
- (e) Completed Schedule/s 3 with each contractor listed in Schedule 4, Attachment 1
- (f) Example of a work record for each contractor used
- (g) Statutory declarations from all contractors (Schedule 3A, 4 and/or 6)
- (h) Example of a contractors' work records, outworker superannuation and outworker workers compensation.

An Accredited Manufacturer is identified by the 'No Sweat Shop' label sewn into all garments Produced in Australia by an accredited manufacturer. You will be provided with details of where to purchase the 'No Sweat Shop' label which will include your accreditation number.

Upon accreditation approval your company will receive authority under the licensing agreement for permission to use the 'No Sweat Shop' label and to promote itself as an accredited manufacturer under the Code.



## **HOMEWORKERS CODE OF PRACTICE**

### **PART 2**

#### **MANUFACTURERS, WHOLESALERS, WAREHOUSES & FASHION HOUSES AGREEMENT**

##### **CLAUSE 1 - AGREEMENT**

###### **between**

The Textile Clothing and Footwear Union of Australia (TCFUA), and

The Council of Textile and Fashion Industries Ltd (TFIA), and

The Australian Industry Group (AiGroup), and

The Australian Business Limited (ABL).

##### **CLAUSE 2 - PARTIES**

The TCFUA

The Council of the TFIA

The AiGroup

The ABL

Individual companies who are signatories to this Agreement.



### CLAUSE 3 - OBJECTIVES

The objectives of this Agreement include:

- To end exploitation of Homeworkers
- To enable Homeworkers to clearly understand their employment entitlements
- To ensure Homeworkers receive their appropriate award entitlements and legislative protection
- To establish a system of accreditation for Manufacturers who comply with this Agreement, and
- To assist Homeworkers by supporting, consistent with this Agreement, community and industry education securing compliance with this Agreement and promoting its purpose.

### CLAUSE 4 - DEFINITIONS

- 4.1 **“Accreditation”** means a system of accreditation where by a Manufacturer may indicate that it complies with the terms of this Agreement.
- 4.2 **“Standard Product Specifications”** means the product specification sheets that display a description and sketch of each of the three possible levels of complexity of a product (or part thereof), the sewing time and the rate to be paid to the Homeworker for sewing each product category as per Schedule 7.
- 4.3 **“Accreditation Register”** means the register of accredited manufacturers held and maintained by the Code of Practice Committee.
- 4.4 **“Supplier/Fashion house/wholesaler”** means a party that agrees to manufacture or arrange to manufacture products and /or components thereof.
- 4.5 **“Manufacturer”** means a manufacturer that manufactures or arranges the manufacture of products.
- 4.6 **“Manufacturer”** the term manufacturer is used throughout this document where the word manufacturer appears it refers to and is inclusive of supplier, fashion house & wholesaler.
- 4.7 **“Contractor”** means a person engaged to produce or arrange the manufacture of products.
- 4.8 **“Homeworker”** means a person who sews products in a private dwelling or in premises other than a registered factory.
- 4.9 **“Level of complexity”** is the categorisation of each ABS product group into simple medium or complex degree of difficulty in sewing the product.
- 4.10 **“Products”** means the whole or part of any male or female (including children’s) garment or any article of wearing apparel. It is the intention of the parties to expand the definition of product to encompass all items manufactured by parties to this Agreement.
- 4.11 **“Rate per product”** is the rate calculated using the appropriate Award skill level 3 rate under the Clothing Trades Award 1982, the GSD (or other similar agreed method of measurement) minute value for the relevant classification of product within the ABS product category.
- 4.12 **“Relevant Award”** means the Clothing Trades Award 1982 as at March 1997 and as amended from time to time to provide increases in wages and conditions as approved by the AIRC.
- 4.13 **“Workers Compensation”** means workers compensation as prescribed by the relevant state legislation.
- 4.14 **“Relevant Superannuation Fund”** means the Australian Retirement Fund, or such other fund as may be agreed to by the TCFUA.
- 4.15 **“Standard Statutory Declaration”** means a statutory declaration as set out in Schedules 3A, 4, 5, 6, 10 and 11 of this Agreement. Completion of relevant standard statutory declarations is necessary for a manufacturer to acquire accreditation.

### CLAUSE 5 - CODE OF PRACTICE COMMITTEE



There shall be a committee comprising an equal number of representatives from the TCFUA and a combined group of employers party to the Agreement. Decisions of the Committee shall be made by a majority vote. The maximum size of the committee shall be six.

The duties of the committee shall be to take whatever steps may be necessary to ensure compliance with this Agreement, including:

- Accreditation of manufacturers
- Withdrawing a manufacturers accreditation
- Holding and maintaining the accreditation register of accredited manufacturers
- Confirming a retailer's entitlement to accreditation where it establishes that it is only dealing with accredited manufacturers
- Allocating monies from the education, publicity and compliance fund
- Settling any disputes that may arise in relation to the operation of this agreement, this may include the participation of an independent mediator, where agreed (where the committee cannot resolve a dispute the matter will be referred to the agreed independent mediator for resolution)
- Establishing processes and procedures to rapidly and efficiently deal with issues which come before it in particular those which require mediation, and
- Developing and maintaining a standard product specifications (sewing time) manual (Schedule 9 refers to the process for development of this product specifications manual) through the establishment of an expert working party, which will report to the Code of Practice Committee.

## **CLAUSE 6 - ACCREDITATION**

The Code of Practice Committee shall confer accreditation on a manufacturer which establishes by way of standard statutory declarations that it complies with all of the following criteria:

- The homeworkers who are engaged on the sewing of its products are paid the appropriate rate per product calculated on the appropriate loaded award skill level hourly rate
- The homeworkers receive a minimum workload per fortnight which is the equivalent of the number of products that could be sewn in 30 hours, and a maximum workload per fortnight which is the equivalent of the number of products that could be sewn in 76 hours
- The homemaker cannot be required to work Saturday or Sunday or beyond 7.6 hours in any one day, unless the homemaker chooses to do so
- The homeworkers are covered by workers compensation
- The homeworkers receive appropriate superannuation contributions paid on their behalf into the relevant superannuation fund
- Where work is no longer available for a period, the homeworkers are given appropriate written notice of their termination
- The maintenance and provision of records in accordance with Schedule 1, and
- The provision of a standard letter on union membership in accordance with Schedule 7.

The parties agree that compliance with these criteria is consistent with full adherence to the relevant Award provisions and legislative obligations.

Where accreditation is conferred on a manufacturer, that manufacturer will be entitled to be known as an Accredited Manufacturer and licensed accordingly.

An Accredited Manufacturer shall be entitled to affix to its products a label indicating (in a form of words decided by the Code of Practice Committee), that they have been made by an Accredited Manufacturer.

Any party to the Code of Practice Committee has the right to raise concerns and seek to review the accreditation of any manufacturer at any time.

The Committee may determine to cancel the accreditation of an Accredited Manufacturer provided that the Committee shall give twenty-eight (28) days notice to the Accredited Manufacturer before cancelling its accreditation.



If within the twenty-eight (28) days, the Accredited Manufacturer presents to the Committee reason why the accreditation should not be cancelled, the Committee may rescind its determination.

The Committee will consider a manufacturer's entitlement to accreditation on an annual basis.

**Reaccreditation** will be automatic based on the provision of either updated standard Statutory Declarations as set out in Schedules 3A, 4, 5 and 6 of this agreement or if manufacturers circumstances under their current application has not changed as set out in Schedule 10 of this agreement, unless it can be demonstrated that the manufacturer does not have a satisfactory compliance record.

**Deaccreditation** of a manufacturer who ceases all their manufacture in Australia will be based on the provision of a standard statutory declaration as set out in Schedule 11 of this agreement.

Any party to the Code of Practice Committee has the right to raise concerns regarding incidents of contractual arrangements between retailers and manufacturers which do not enable the appropriate award rate to be paid in accordance with this agreement.

## **CLAUSE 7 - OBLIGATION ON ACCREDITED MANUFACTURERS**

A manufacturer is entitled to accreditation only if it complies with this Agreement.

The accredited manufacturer shall, on the request of the TCFUA within 7 days provide the TCFUA all details of the name and address of any homemaker which the accredited manufacturer is using in manufacturing the products.

Each accredited manufacturer who arranges for a homemaker to manufacture products must satisfy itself that the homemaker is receiving:

- the appropriate rate per product based on the appropriate loaded Award skill level hourly rate
- a minimum workload per fortnight which is the equivalent of the number of products that could be sewn in 30 hours and a maximum workload per fortnight which is the equivalent of the number of products that could be sewn in 76 hours
- the Homemaker cannot be required to work Saturday or Sunday or beyond 7.6 hours in any one day, unless the homemaker chooses to do so
- appropriate workers compensation protection
- appropriate superannuation contributions
- appropriate written notice upon termination, and
- the standard letter on union membership in accordance with Schedule 7.

Each accredited manufacturer who arranges for a homemaker to manufacture products must satisfy itself that all required records are maintained and are capable of being provided in accordance with Schedules 1 and 2.

Where an accredited manufacturer uses a contractor to make products the manufacturer shall, on the request of the TCFUA within 7 days provide to the TCFUA all details of the name and address of any contractor which the manufacturer is using in manufacturing the products.

Where an accredited manufacturer uses a contractor to make products the accredited manufacturer shall ensure that their contract includes clauses setting out these obligations, as contained in Schedule 3. In addition take whatever steps may be necessary to inform the contractor that the contractor is obliged to afford the homeworkers whom the contractor uses the following:

- Payment of the appropriate award skill level rate per product
- A minimum workload per fortnight which is the equivalent of the number of products that could be sewn in 30 hours and a maximum workload per fortnight which is the equivalent of the number of products that could be sewn in 76 hours
- The homemaker cannot be required to work Saturday or Sunday or beyond 7.6 hours in any one day, unless the homemaker chooses to do so
- Workers compensation coverage





- Superannuation contributions
- Appropriate written notice upon termination
- The maintenance and provision of records in accordance with Schedule 2, and
- The standard letter on union membership in accordance with Schedule 7.

The contractor shall be required to establish to the Manufacturer, through the provision of relevant signed standard statutory declarations, of this Agreement, that the contractor is fully complying with these criteria.

Where the manufacturer intends to use a contractor to make products, the manufacturer will ensure that the contractor has completed the relevant standard statutory declarations prior to being given the contract.

An accredited manufacturer shall, within 7 days of engaging a contractor to arrange for the making of products, ensure that the contractor compiles a list of names and addresses of all homeworkers whom the contractor proposes to engage in the making of the products. Upon receiving a request from the TCFUA the accredited manufacturer shall ensure that the list is provided to the TCFUA within 7 days.

At the time of giving work to a contractor, an accredited manufacturer will inform the contractor of the level of complexity of the products to be sewn and the appropriate rate per product which the contractor must pay to the homemaker as per the standard product specification(s).

Where the TCFUA gives written notification to an accredited manufacturer that a contractor is in breach of this Agreement, the accredited manufacturer shall, within 14 days of the notification, investigate the alleged breach and report its findings to the TCFUA and the Code of Practice Committee.

If the accredited manufacturer's report confirms a breach of this Agreement by a contractor, the accredited manufacturer shall cease further commercial dealings with that contractor unless and until the contractor has remedied its breach of the Agreement within 14 days.

If it is shown to the reasonable satisfaction of the manufacturer that a homemaker has not been paid in accordance with this Agreement, the manufacturer must pay that homemaker the amount due and deduct that amount from the payment otherwise due to the contractor, where such payment to the contractor is still outstanding.

## **CLAUSE 8 - LICENSING**

The Code of Practice Committee shall register and maintain whatever trademarks, logos or other identification items it deems appropriate to promote compliance with the Award and this Agreement.

The Committee shall enter into a licensing arrangement with any manufacturer who is accredited in accordance with this Agreement to become a licensee.

The Committee shall enter into a licensing agreement with a licensee according to Schedule 8 (Fee Scale) of this Agreement.

A Licensee shall be entitled to:

- Affix to their products the registered trademark, logo or other identification
- Affix to their place of business, premises or any other thing the registered trademark, logo or other identification, and
- Promote their compliance with the Award and their acceptance of this Agreement

## **CLAUSE 9 - ACCREDITATION OF RETAILERS**

A retailer may promote that it is only dealing with accredited manufacturers who do not exploit homeworkers, by seeking accreditation from the Code of Practice Committee. Such accreditation shall be automatic provided the retailer can establish to the Committee evidence that those manufacturers, with which the retailer deals, possess current accreditation.

## **CLAUSE 10 - EDUCATION, PUBLICITY AND COMPLIANCE FUND**



Contributions shall be made to this Fund by the parties to this Agreement on the following basis:

- Contributions in kind by the TCFUA, TFIA, ABL & AIG
- Contributions from retailers and manufacturers, through payment for licenses
- Financial assistance from State and Commonwealth Governments
- Contributions from retailers and manufacturers, through payment for access to the Standard Product Specification (sewing time) Manual.

All parties agree that they will make representations to State & Federal Government for funds to be provided to assist in activities associated with this Agreement.

Any direct funds shall be allocated on the following basis:

- To the TCFUA for compliance activities
- Towards education and publicity activities
- Towards the development of product specification standards and other Code of Practice Committee costs
- The parties will have further discussions as to the allocation of funds, if available funding falls below \$450,000
- 50% of any additional income, to a maximum of \$400,000, shall be directed to the TCFUA for compliance activities.

10.1 **Compliance:** The TCFUA shall have the responsibility for enforcing compliance with this Agreement. Compliance activities, consistent with this Agreement, shall include:

- Identifying incidents of non compliance to the Award and/or this Agreement
- Securing compliance through the promotion of this Agreement
- Ensuring the Award compliance by non signatories to this Agreement
- Ensuring compliance with this Agreement by signatories.

The TCFUA will report annually on compliance activities, funded under the Education, Publicity and Compliance Fund.

10.2 **Education and Publicity:** Education and Publicity activities supported by this Fund will be for the purposes of educating homeworkers, contractors, manufacturers, retailers and the community about the operation and purposes of this Agreement.

**CLAUSE 11 - RECORDS TO BE KEPT**

Any records required to be kept under this Agreement shall be preserved, by accredited manufacturers and their contractors, for a period of 6 years.

The TCFUA may inspect any records required to be maintained under this Agreement.

The TCFUA shall be given copies, if requested, of any records required to be kept under this Agreement.

**CLAUSE 12 - OPERATION**

This Agreement shall commence on ..... and the parties agree to review its operation within 18 months of its commencement.

Accreditation of Manufacturers shall commence on .....

The Agreement shall be reviewed upon any of the parties withdrawing from the Agreement and giving to each other party not less than 3 months written notice of its intention to do so.

**CLAUSE 13 - AMENDMENT**

This Agreement may be amended by agreement of all the parties to it.



## **SIGNATORIES**

TCFUA

TFIA

ACM AiGroup

ABC ABL

Individual Companies



**PART 2 - SIGNATORIES**

**APPENDIX - PART 2**

The individual company that has agreed to be a signatory to this Agreement.

**SIGNATORIES**

Signed by

.....  
on behalf of the Textile, Clothing and Footwear Union of Australia.

Name.....

Position.....

Date.....

Signed by

.....  
on behalf of

Name.....

Company Name.....

Position.....

Date.....



## **SCHEDULES**

Schedules attached to Part 2 of the Code detail the reporting, contract, statutory declarations, letter to homeworkers as all requirements to be fulfilled by signatories to become accredited to the Code. The schedules are integral to the content and workings of Part 2 of the Code.



## **SCHEDULE 1** RECORDS TO BE KEPT BY THE MANUFACTURER

---

An Accredited Manufacturer must keep the following records in connection with any order of products from a Retailer and provide them on written request to the TCFUA, within 7 days:

- i) Name of the Retailer
- ii) ACN number, if any, of the Retailer
- iii) Address of the Retailer
- iv) For homeworkers used by the Manufacturer for the making of products the following records:
  1. Name
  2. Address
  3. Date of Birth
  4. Starting date
  5. Notice given
  6. Termination date
  7. Hours per fortnight
  8. Total monies paid (gross, tax (where applicable) net)
  9. Tax file number (where applicable)
  10. Superannuation payments and fund name.
- v) Contracts, if any, made between the Manufacturer and any Contractors and in relation to each such Contractor
- vi) Name of the Contractor
- vii) Address where the work is to be performed and the address of the Contractor, if the work is to be performed elsewhere
- viii) Date of the Contractor's Contract
- ix) Date for delivery of the products provided to the homemaker and/or contractor and the date for the completion of the work under the Contract
- x) Product specification:
  - A description of the nature of the work to be performed (including construction, seam type, finishing and fabric type) for the work concerned
  - A description and sketch of the products to be made, including the level of complexity and sewing time
  - The price to be paid to the homemaker for each item of the garments to be made
- xi) Number and type of products to be made
- xii) Date for delivery to the Manufacturer.



## **SCHEDULE 2** RECORDS TO BE KEPT BY THE CONTRACTOR

---

A Contractor must keep the following records in connection with any order of products from an Accredited Manufacturer and provide them on written request to the TCFUA within 7 days:

- i) Name of the Accredited Manufacturer
- ii) Address of the Accredited Manufacturer
- iii) The Contract between the Manufacturer and the Contractor
- iv) The date of the Contract
- v) For homeworkers used by the Contractor for the making of the products the following records:
  1. Name
  2. Address
  3. Date of Birth
  4. Starting date
  5. Notice given
  6. Termination date
  7. Hours per fortnight
  8. Total monies paid (gross, tax (where applicable) net)
  9. Tax file number (where applicable)
  10. Superannuation payments and fund name.
- vi) Contracts, if any, made between the Contractors and any other Contractors and in relation to each such Contractor;
- vii) The name of the Contractor;
- viii) The address where the work is to be performed and the address of the Contractor, if the work is to be performed elsewhere;
- ix) The date of the Contractor's Contract;
- x) The date for the giving out of the work and the date for the completion of the work under the Contract
- xi) The number and type of products to be made
- xii) Product specification
  - A description of the nature of the work to be performed (including construction, seam type, finishing and fabric type) for the work concerned
  - A description and sketch of the products to be made, including their level of complexity and sewing time
  - The rate per product to be paid to the homemaker for each item of the products to be made
- xiii) The date for delivery to the Manufacturer
- xiv) Evidence of payments made to individual homeworkers
- xv) Evidence of appropriate superannuation contributions to the ARF (Australian Retirement Fund)
- xvi) Evidence of payment of appropriate workers compensation premiums.



**SCHEDULE 3** UNIFORM CLAUSES FOR INCLUSION IN CONTRACTS  
BETWEEN MANUFACTURERS AND CONTRACTORS

---

It is a term of this Contract that any contractor must act in accordance with, observe and do nothing to undermine the Agreement between the TCFUA, and .....

It is a term of this Contract that any homeworkers used in the manufacture of products referred to in this Contract shall be covered by the provisions of the Agreement between the TCFUA, and ..... designed to eliminate exploitation of homeworkers.

The Contractor must, in addition to his obligations under the Agreement, make and retain for not less than 6 years and make available for inspection by the TCFUA and/or ..... at times reasonably required by the TCFUA and/or a/an ..... person authorised by ....., the records specified in *Schedule 2* of the Agreement.

If a Contractor breaches any provisions of the Agreement, ..... shall cease further commercial dealings with the Contractor unless and until the Contractor has fully remedied the breach of the Agreement within 14 days.

If it is shown to the reasonable satisfaction of ..... that a homeworker has not been paid in accordance with this Contract, ..... must pay that homeworker the amount due and deduct that amount from the payment otherwise due to the Contractor where such payment to the Contractor is still outstanding.

In observing its obligations under the Contract, the Contractor must observe the relevant provisions of any applicable Federal or State Acts and the Award.

Name: .....

Company: .....

Signature:.....

Date: .....

Name: .....

Company: .....

Signature: .....

Date: .....





**SCHEDULE 3A** STANDARD STATUTORY DECLARATION FOR  
 MANUFACTURERS WHO DO NOT GIVE OUT WORK  
 TO CONTRACTORS OR OUTWORKERS.

---

**STATUTORY DECLARATION**

I .....  
 [full name]

of .....  
 [address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
 [position] [name of company or business]

.....  
 [address of company or business]

.....  
 [ABN of company or business]

.....  
 [ACN of company or business, if applicable]

I do not give any work outside my premises to contractors and or outworkers. This company exclusively engages employees based at our factory premises to manufacture products or arrange the manufacture of products.

Should I begin to contract any work out to contractors or outworkers:

- I will complete the relevant Statutory Declaration as set out in the “Homeworkers Code of Practice” and notify the Homeworkers Code of Practice Committee of this change within 7 days.
- I will require the relevant Statutory Declaration forms as set out in the “Homeworkers Code of Practice” to be completed by each contractor and notify the Homeworkers Code of Practice Committee of this change within 7 days.
- I will implement a uniform clause in our standard contracts as set out in *Schedule 3* of the “Homeworkers Code of Practice”.
- I will make the Statutory Declaration completed by each contractor available for inspection on written request by the TCFUA.
- All new contractors from this day on will be supplied with and asked to fill in a relevant Statutory Declaration as set out in the “Homeworkers Code of Practice” and a copy will be forwarded to the Homeworkers Code of Practice Committee and made available for inspection on written request by the TCFUA.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for making of false statements in Statutory Declarations, conscientiously believing the statements made in this declaration to be true in every particular.



.....  
[Signature of person making the Declaration]

Declared at ..... in the State of .....

on this .....day of ..... in the year 20.....

Before me

.....  
[Signature of person before whom the Declaration is made]

.....  
[Name of person before whom the Declaration is made]

.....  
[Title and/or stamp of person before whom the Declaration is made]



**SCHEDULE 4** STANDARD STATUTORY DECLARATION FOR MANUFACTURERS WHO GIVE WORK TO CONTRACTORS.

**STATUTORY DECLARATION**

I .....  
[full name]

of .....  
[address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
[position] [name of company or business]

.....  
[address of company or business]

.....  
[ABN of company or business]

.....  
[ACN of company or business, if applicable]

I have put in place with every contractor this company engages either to manufacture products or arrange the manufacture of products by engaging homeworkers a uniform clause in our standard contracts as set out in *Schedule 3* of the "Homeworkers Code of Practice."

Each of the contractors who supply our company with goods has completed a relevant Statutory Declaration as set out in the "Homeworkers Code of Practice."

The Statutory Declaration completed by each contractor has been provided to me and are available for inspection on written request by the TCFUA within 7 days.

All new contractors from this day on will be supplied with and asked to fill in a relevant Statutory Declaration as set out in the "Homeworkers Code of Practice" and a copy will be forwarded to the Homeworkers Code of Practice Committee" and made available for inspection on written request by the TCFUA.

The names, addresses and dates of engagement of contracts with people I presently supply work to is listed in *Attachment 1* to this Statutory Declaration.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for making of false statements in Statutory Declarations, conscientiously believing the statements made in this declaration to be true in every particular.

.....  
[Signature of person making the Declaration]

Declared at ..... in the State of .....

on this .....day of ..... in the year 20.....

Before me .....  
[Signature of person before whom the Declaration is made]

.....  
[Name of person before whom the Declaration is made]

.....  
[Title and/or stamp of person before whom the Declaration is made]



**SCHEDULE 4     ATTACHMENT 1**

Name	Address	Date of Contact	Contract Person	Phone Number
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(If there is insufficient space to list all contractors please photocopy this sheet).



**SCHEDULE 5** STANDARD STATUTORY DECLARATION FOR  
MANUFACTURERS/CONTRACTORS WHO GIVE WORK  
DIRECTLY TO HOMEWORKERS

**STATUTORY DECLARATION**

I .....  
[full name]

of .....  
[address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
[position] [name of company or business]

.....  
[address of company or business]

..... [ABN of company or business] ..... [ACN of company or business, if applicable]

I supply work directly to homeworkers.

I have read and examined the contents of the “Homeworkers Code of Practice” between the Textile Clothing and Footwear Union and my company ..... dated .....

I have paid to each of these homeworkers (doing the work referred to above) the appropriate rate per product as defined at *Clauses 4* and *7* of the “Homeworkers Code of Practice” as referred to above.

I have provided to each of these homeworkers, (referred to above) the minimum workload per fortnight defined at *Clause 7* of the “Homeworkers Code of Practice” as referred to above.

I have ensured that each of these homeworkers is fully insured for workers compensation insurance in accordance with the requirements of the relevant Workers Compensation Act.

I have paid to the Australian Retirement Fund superannuation contributions on behalf of each of these homeworkers with the requirements of the Clothing Trades Award 1982, or appropriate award.

I have kept (in regard to each of these homeworkers) records in accordance with *Schedule 2* of the “Homeworkers Code of Practice”, and I will provide these records to other parties in accordance with *Schedule 2* of the “Homeworkers Code of Practice.”

I have provided to each of these homeworkers the standard letter (dealing with Union membership) contained in *Schedule 7* of the “Homeworkers Code of Practice.”

I have only terminated the services of any of these homeworkers after providing to them the appropriate written notice upon termination in accordance with the requirements of the Clothing Trades Award 1982, or appropriate award.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for the making of false statements in Statutory



Declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

.....  
[Signature of person making the Declaration]

Declared at ..... in the State of .....

on this .....day of ..... in the year 20.....

Before me

.....  
[Signature of person before whom the Declaration is made]

.....  
[Name of person before whom the Declaration is made]

.....  
[Title of person before whom the Declaration is made]





**SCHEDULE 6** STANDARD STATUTORY DECLARATION FOR  
MANUFACTURERS/CONTRACTORS WHO RECEIVE WORK  
FROM ANOTHER MANUFACTURER/CONTRACTOR AND  
THEN SUPPLY WORK TO HOMEWORKERS

---

**STATUTORY DECLARATION**

I .....  
[full name]

of .....  
[address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
[position] [name of company or business]

.....  
[address of company or business]

.....  
[ABN of company or business]

.....  
[ACN of company or business, if applicable]

I have received work from ..... Pty Ltd. Orders to complete work to be supplied to homeworkers.

I have read and examined the contents of the “Homeworkers Code of Practice” between the Textile Clothing and Footwear Union of Australia and ..... Pty Ltd, dated .....

I will hereafter pay to each of these homeworkers (doing the work referred to above) the appropriate rate per product as defined at *Clauses 4 and 7* of the “Homeworkers Code of Practice” as referred to above.

I will hereafter provide to each of these homeworkers, (referred to above) the minimum workload per fortnight defined at *Clause 7* of the “Homeworkers Code of Practice” (referred to above).

I will hereafter ensure that each of these homeworkers is fully insured for workers compensation insurance in accordance with the requirements of the relevant Workers Compensation Act.

I will hereafter pay to the Australian Retirement Fund superannuation contributions on behalf of each of these homeworkers with the requirements of the Clothing Trades Award 1982, or appropriate award.

I will hereafter keep (in regard to each of these homeworkers) records in accordance with *Schedule 2* of the “Homeworkers Code of Practice”, and I will provide these records to other parties in accordance with *Schedule 2* of the “Homeworkers Code of Practice”.

I will hereafter provide to each of these homeworkers the standard letter (dealing with Union membership) contained in *Schedule 7* of the “Homeworkers Code of Practice.”

I have only terminated the services of any of these homeworkers after providing to them the appropriate written notice upon termination in accordance with the requirements of the Clothing Trades Award 1982, or appropriate award.





And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for the making of false statements in Statutory Declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

.....  
[Signature of person making the Declaration]

Declared at ..... in the State of .....

on this .....day of ..... in the year 20.....

Before me .....  
[Signature of person before whom the Declaration is made]

.....  
[Name of person before whom the Declaration is made]

.....  
[Title of person before whom the Declaration is made]



**SCHEDULE 6 ATTACHMENT 1**

Name	Address	Date of Contact	Contract Person	Phone Number
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(If there is insufficient space to list all contractors please photocopy this sheet).



## **SCHEDULE 7** LETTER TO HOMEWORKER

---

Dear Homeworker,

A landmark Agreement has been reached between the Textile Clothing and Footwear Union and your employer that is designed to eliminate the exploitation of homeworkers in the fashion industry.

This Agreement was achieved through your employer working cooperatively with the union to develop a framework that will ensure you receive your appropriate award entitlements and enjoy the legislative protection of workers compensation coverage and superannuation contributions.

Your employer considers that the Agreement is an important initiative and welcomes the Union's positive approach in working towards a lasting solution to end exploitation.

The Textile Clothing and Footwear Union of Australia (TCFUA) is the union which represents homeworkers in this industry.

Should you wish to join the TCFUA, an application form for membership is attached for your convenience.

As your employer, I support TCFUA and you joining that union and you will not be discriminated against if you do so.

The Agreement is presently being implemented. You will soon receive information on how its operation will benefit you.

Yours sincerely,



## **SCHEDULE 8** LICENCING FEE

---

The fee to be paid by Accredited Manufacturers for licensing consistent with this agreement is:

\$2,200 per annum.

Please make cheque out to the Homeworkers Code Committee Inc and send it with your application to:

Homeworkers Code of Practice  
c/o 359 Exhibition St  
Melbourne VIC 3000



## **SCHEDULE 9**      STANDARD PRODUCT SPECIFICATIONS MANUAL

---

The Standard Product Specifications Manual.

The Homeworkers Code of Practice Committee (HWPC) agreed to a process which will entail HWPC agreeing to a number of actions in the development of a Standard Product Specifications Manual which may be used to determine sewing time rates as a basis by the TCF employers for the payment of wages to outworkers, and for the HWPC to use as a tool to assess accuracy of sewing time piece rates paid to outworkers in any dispute situation.

The process to develop “the Manual” was completed in March 2001 further actions the committee are engaged in to manage “the Manual” are:

1. The HWPC launched the Standard Product Specifications Manual “the Manual” in March 2001. The Committee acquired the “General Sewing Data” (GSD) software program and employs consultants to undertake GSD studies of TCF products covered by the Homeworker Code of Practice.
2. “The Manual” data will be trialled and upgraded continuously and the data will be made accessible via the internet to companies accredited to the Homeworkers Code of Practice.
3. All data in “the Manual” will be subject to any copyright arrangements of the HWPC.



**SCHEDULE 10** STANDARD STATUTORY DECLARATION FOR ACCREDITED  
 MANUFACTURERS WHOSE CIRCUMSTANCES UNDER  
 THEIR CURRENT APPLICATION HAS NOT CHANGED

---

**STATUTORY DECLARATION**

I .....  
 [full name]

of .....  
 [address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
 [position] [name of company or business]

.....  
 [address of company or business]

..... [ABN of company or business] ..... [ACN of company or business, if applicable]

The abovementioned company or business has previously applied for accreditation under the  
 "Homeworkers Code of Practice" (the previous application).

All of the information contained in the previous application remains true and correct at the  
 date of making this statutory declaration.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and  
 subject to the penalties provided by that Act for the making of false statements in Statutory  
 Declarations, conscientiously believing the statements contained in this declaration to be true  
 in every particular.

.....  
 [Signature of person making the Declaration]

Declared at ..... in the State of .....

on this .....day of ..... in the year 20.....

Before me .....  
 [Signature of person before whom the Declaration is made]

.....  
 [Title and/or stamp of person before whom the Declaration is made]



**SCHEDULE 11** STANDARD STATUTORY DECLARATION FOR MANUFACTURERS WHO HAVE CEASED ALL MANUFACTURE IN AUSTRALIA

**STATUTORY DECLARATION**

I .....  
[full name]

of .....  
[address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
[position] [name of company or business]

.....  
[address of company or business]

.....  
[ABN of company or business]

.....  
[ACN of company or business, if applicable]

The above-mentioned company or business has previously:

1. Manufactured the whole or part of male and/or female garments and/or articles of wearing apparel ("products") in Australia, or
2. Arranged by contracting for the manufacture of products in Australia,

but no longer does any of those things.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for the making of false statements in Statutory Declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

.....  
[Signature of person making the Declaration]

Declared at ..... in the State of .....

on this .....day of ..... in the year 20.....

Before me

.....  
[Signature of person before whom the Declaration is made]

.....  
[Title and/or stamp of person before whom the Declaration is made]

# SPORTS AND CORPORATE WEAR ETHICAL CLOTHING DEED

## PARTIES

### TEXTILE, CLOTHING AND FOOTWEAR UNION OF AUSTRALIA

Address:..... ("TCFUA")

AND

Name of Principal: .....

ABN of Principal:.....

Address of Principal: ..... ("Principal")

## RECITALS

- A For the benefit of its members and other workers in the clothing industry, the TCFUA wishes to ensure that Employees of and Contractors to Suppliers are engaged upon terms and conditions no less favourable than those contained in either the Federal Award or the State Award.
- B The Principal endorses the objective of the TCFUA set out in Recital A and has agreed to assist the TCFUA to achieve this objective by undertaking the obligations contained in this Deed.
- C The TCFUA has agreed to assist the Principal by providing it regularly with information and advice relating to the Federal Award and the State Award and their operation.
- D The TCFUA has agreed to publicly acknowledge the Principal as a signatory to this Deed.
- E The parties recognise and respect the right of all Contractors, Employees and Outworkers to join a union and to also organise and bargain collectively. The parties also state that the use of any form of forced or child labour will not be tolerated and that employees have a right to work in an environment free of discrimination, harassment and victimisation.
- F The parties note that the matters set out in Recital E flow from the ILO Standards and Fundamental principles and rights at work. These principles and rights refer to how these standards are applied under Australian law.



- G The parties acknowledge that Australian standards are intended to provide for fair minimum standards for employees in the context of living standards generally prevailing in the Australian community and employees must be paid at least the minimum applicable wage set out in the applicable Federal Award or State Award. Employees should also receive all entitlements due to them under the applicable Federal Award or State Award or under any relevant legislation.
- H The parties make an in-principle commitment that purchasing practices should enable and not hinder the ability of Suppliers to meet the standards set out in this Deed.
- I The parties agree that any mechanism in this Deed will not be used in any way as a punitive measure against an individual or group of workers who may raise issues of concern about their wages or work conditions.

## **OPERATIVE PROVISIONS**

### **1 DEFINITIONS**

In this Deed including the Recitals:

**"Contract"** means a contract between the Principal and a Supplier for the supply or manufacture of Goods which have been manufactured in Australia and includes the manufacture of all of the Principal's products in Australia for resale by the Principal.

**"Contractor"** means a person, company or organisation directly or indirectly engaged by the Supplier to assist the Supplier to manufacture Goods or part of Goods for resale by the Principal.

**"Employee"** means a person employed by a Supplier and includes any person whose usual occupation is that of an employee.

**"Exploitation"** occurs where a Supplier breaches the Federal Award or State Award or an applicable award or industrial instrument of an industrial tribunal or legislation in respect of the engagement in Australia of Outworkers or Contractors who perform work outside a factory or workshop.

**"Federal Award"** means the Clothing Trades Award 1999 as amended from time to time, or any award replacing that Award.

**"Goods"** means:

- (a) the whole or any part of any male or female garment or of any article of wearing apparel including articles of neckwear and headwear;
- (b) handkerchief, serviette, pillowslip, pillowsham, sheets, tablecloth, towel, quilt, apron, mosquito net, bed valance, or bed curtain;

- (c) ornamentations made of textiles, felts or similar fabrics, and artificial flowers; and
- (d) footwear items,
- (e) but does not include imported component parts of the Goods referred to in (a) to (c) of this definition which include, but are not limited to, buttons, zips, tags and like items.

**“Manufacture in Australia”** means the process of manufacturing products in Australia or the process of altering or working on products in Australia (whether such products are imported into Australia or produced in Australia) by way of any process currently covered by either the Federal Award or the State Award or any other applicable industrial instrument.

**“Non-compliance”** occurs where a Supplier breaches the Federal Award or State Award or an applicable award or industrial instrument of an industrial tribunal or legislation in respect of the engagement of Contractors who perform work in a factory or workshop or the employment of its Employees or the engagement of Outworkers.

**“Outworker”** means a person who performs work (including making, constructing or finishing) in relation to the supply or manufacture of Goods or part of Goods ultimately on behalf of the Supplier outside the Supplier’s workshop or factory under a contract or arrangement between that person and the Supplier or that person and any other party involved in the supply or manufacture of Goods or part of Goods.

**“Persons properly authorised in writing by the TCFUA”** means those persons employed by the TCFUA who have been nominated by the Secretary of the TCFUA in each State for the purposes of clauses 3.3 and 4.7 of this Deed.

**“Records”** means the contracts referred to in clause 3.1 and the records required to be made under clause 3.2.

**“State Award”** means a Clothing Trades award or equivalent legislation that applies in each State.

**“Supplier”** means a person, company or organisation in Australia which agrees with the Principal under a Contract to manufacture or arrange for the manufacture in Australia of Goods or part of Goods for resale by the Principal.

**“TCFUA”** means the Textile, Clothing and Footwear Union of Australia.

## **2 TERM**

- 2.1 This Deed shall operate from the date it is signed by the parties and continue to operate for a period of three years from the date of signing unless the term of this Deed is extended by mutual agreement of the parties or unless this Deed is terminated under clause 8.
- 2.2 The parties agree to commence negotiations about a successor to this Deed no later than three months prior to the expiry term of this Deed.

## **3 RECORDS**

- 3.1 The Principal must make and retain for not less than 6 years records of all Contracts entered into with Suppliers except the sample garment referred to in clause 3.2(e) which must be kept for 12 months. The obligation on the Principal under this clause operates from the date this Deed is signed by the parties. In relation to such Records as have been maintained prior to the signing of this Deed, the Principal must retain those prior existing Records for a period of three years from the date this Deed is signed by the parties and make these Records available to the TCFUA in accordance with clause 3.3 of this Deed. This clause does not diminish any existing or future Federal Award and/or State Award and/or legislative requirements and/or other obligations to keep and maintain Records.
- 3.2 The Records must contain at least the following:
- (a) the name of the Supplier;
  - (b) the address of the Supplier;
  - (c) the date of the Contract;
  - (d) the date for the delivery of the Goods to be made under the Contract;
  - (e) either the minute sewing time for that garment in accordance with the operation of the Homeworkers Code of Practice or both a sample of the garment and a description of the nature of the work to be performed and the minute sewing time allowed for each item of Goods to be made;
  - (f) a drawing and size specification of the Goods to be made;
  - (g) the number of Goods to be made;
  - (h) the price to be paid for each item of Goods to be made;
  - (i) the total price to be paid for the Goods under the Contract; and

- (j) a copy of the standard clause in the Contract requiring disclosure by each succeeding party (as required by Clause 6.5 of this Deed).

3.3 The Principal must:

- (a) make the Records available to a person properly authorised in writing by the TCFUA, after that person has given reasonable notice to the Principal of a request for access to the Records;
- (b) allow the person properly authorised in writing by the TCFUA to make appropriate copies of the Records as reasonably required by the TCFUA and provide copies of the Records copied to the relevant State Secretary and the National Secretary of the TCFUA; and
- (c) give a copy of the Records to the Supplier upon entering into a Contract or purchase order.

#### **4 OBLIGATIONS OF THE PRINCIPAL**

4.1 The Principal must send to the relevant State Secretary and the National Secretary of the TCFUA, the name and address of each Supplier contained in the Record in the following manner:

- (a) a full list of the Principal's current Suppliers within 10 business days of the date on which this Deed is signed by the parties; and
- (b) a full list of the Principal's Suppliers for the preceding six month period within 10 business days of the last working day of February and August in each year.

4.2 The Principal agrees to inform all Suppliers of the existence of this Deed by taking the following action:

- (a) the Principal will forward a copy of this Deed and a document setting out a brief explanation of the terms of this Deed to all Suppliers immediately following the Principal signing this Deed;
- (b) the Principal will include a copy of this Deed and a document setting out a brief explanation of the terms of this Deed in its "Information For New Suppliers" package which is provided to all new Suppliers to the Principal; and
- (c) the Principal agrees to advise all Suppliers that, as part of the implementation of this Deed, persons properly authorised in writing by the TCFUA will be making regular visits to those establishments operated by the Supplier.

- 4.3 The Principal shall require each Supplier with whom it enters into a Contract to:
- (a) keep appropriate records of where and with whom the Supplier may further contract to perform the work under the Contract between the Principal and the Supplier;
  - (b) retain a copy of the Records provided to it by the Principal under clause 3.3(c) of this Deed for a period of not less than six years. The obligation on the Supplier under this clause operates from the date this Deed is signed by the parties;
  - (c) make a copy of the Records available to the TCFUA within 5 business days of a request by the TCFUA to the Supplier for production being made;
  - (d) allow the TCFUA to make copies of the Records retained by the Supplier;
  - (e) inform the TCFUA about the address of each location where Goods are being manufactured and the identity of the parties responsible for the manufacture of the Goods at each of those locations; and
  - (f) require the Supplier to be registered under the provisions of clause 48 of the Federal Award or the relevant clause under the State Award where the Contract between the Principal and the Supplier does not prohibit the Supplier from further contracting the performance of the work under the Contract to another person, company or organisation.
- 4.4 The Principal agrees to appoint a liaison officer for the purpose of handling all enquiries or allegations validly raised by the TCFUA for the purposes of this Deed.
- 4.5 The name of the liaison officer (or officers if more than one) appointed by the Principal shall be notified to the TCFUA on the signing of this Deed. Any changes to the liaison officer must be advised to the TCFUA by the Principal.
- 4.6 If the Principal becomes aware that a Supplier has been or may be, or is using the services of Contractors or Outworkers for the manufacture of the Principal's Goods in Australia who have been or may be engaging in conduct that amounts to Exploitation or Non-compliance, then the Principal agrees to immediately inform the TCFUA of this fact.
- 4.7
- (a) The Principal shall not enter into any Contract with a Supplier unless the Supplier agrees in writing to permit persons properly authorised in writing by the TCFUA to:

- (i) after providing not less than 24 hours notice to the Supplier (or less if agreed with the Principal and the Supplier), visit any establishment operated by the Supplier (or any other establishment where Goods are being manufactured or otherwise worked on) at any time during normal working hours. Persons properly authorised by the TCFUA may visit a Supplier's premises without notice if the TCFUA reasonably considers that the requirement to give notice would defeat the purpose of the visit. If a person properly authorised by the TCFUA visits a Supplier's premises without notice, he or she must immediately notify the Supplier of his or her presence as soon as reasonably practicable after entering the premises;
  - (ii) inspect any Records between the Supplier and the Principal, together with any records at those establishments that are relevant to the manufacture (or supply or sale) under a Contract of Goods or part of Goods for resale by the Principal. Persons properly authorised by the TCFUA may also inspect at those establishments time and wage records and work records (as defined in clause 46.2 of the Federal Award) and the relevant documents that evidence superannuation contributions being made on behalf of an employee and also the currency of workers' compensation insurance (including, but not restricted to, certificates of currency for workers compensation insurance);
  - (iii) undertake an inspection at those establishments in order to determine compliance with the Federal Award, the relevant State Award and any other applicable industrial instrument and compliance with any relevant occupational health and safety legislation;
  - (iv) interview, without causing unreasonable interruption to the production process, personnel who are present at those establishments in relation to the manufacture (or supply or sale) of any such Goods; and
  - (v) interview personnel (not present at those establishments) who are in any way involved in the manufacture (or supply or sale) of any such Goods, whether such personnel are described as Outworkers or Contractors or otherwise.
- (b) The Principal will forward to the TCFUA a clear photocopy of the agreement in writing by the Supplier.

- (c) The Principal will forward any such photocopy to the TCFUA as soon as possible after the Principal has received the original agreement in writing (or at least a clear photocopy of that agreement) from the Supplier.
- (d) Notwithstanding the provisions of clause 4.7(a)(iii) of this Deed, the Principal will continue to monitor its Suppliers, which monitoring will be conducted by the Principal's internal and independent external monitors on a periodic basis.
- (e) The Principal will not publish or otherwise distribute to any third party any copy of any pro-forma inspection sheets provided to the Principal by the TCFUA in accordance with clause 5(h) of this Deed.

4.8 The Principal will comply with all applicable provisions of the Federal Award and any relevant State Award and any other applicable industrial instruments as long as the Principal remains directly involved in the manufacture or supply of Goods (or part of Goods).

## **5 OBLIGATIONS OF THE TCFUA**

The TCFUA must:

- (a) provide the Principal with a current copy of the Federal Award and any relevant State Award and promptly provide the Principal with any variations to both Awards;
- (b) provide reasonable assistance to the Principal in interpreting the provisions of the Federal Award or any relevant State Award;
- (c) promptly inform the Principal in writing of any Exploitation or suspected Exploitation or of any Non-compliance or suspected Non-compliance of which it becomes aware and provide the Principal with any material it has which supports the allegation;
- (d) upon request promptly meet with the Principal to consider any matter arising out of this Deed;
- (e) keep confidential the copy Records made available to it by the Principal and/or the Supplier and not disclose their contents to any other person, company or organisation except to the Supplier specified in the Records or as required by law or in enforcement proceedings in a court or in industrial dispute resolution proceedings in an industrial tribunal;

- (f) promptly inform the Principal of any issues or concerns the TCFUA has concerning the Principal's or Supplier's compliance with this Deed or any related matter or any issues or concerns the TCFUA has concerning the Principal's or a Supplier's conduct (or alleged conduct) that may amount to Exploitation or Non-compliance and afford the Principal and/or Supplier an opportunity to address the issue or concern raised by the TCFUA prior to the TCFUA informing or discussing the issue with a third party. The Principal and/or Supplier has 10 business days (or a longer period as agreed between the parties) from the date it receives notice of the TCFUA's issues and concerns to address these issues or concerns. The obligation under this clause does not apply where the issue or concern relates to a bona fide occupational health and safety issue or other legal obligation, the discovery of which requires immediate rectification or notification;
- (g) report any concerns the TCFUA may have relating to a Supplier's compliance with obligations under relevant occupational health and safety legislation to the proper authorities in each State if the TCFUA is not satisfied that its concerns have been addressed after the issue has been raised with the Principal under clause 5(f) of this Deed;
- (h) as part of the inspection procedures set out in clause 10 of this Deed and in Schedule A to this Deed, record in writing on an agreed pro-forma inspection sheet (that sets out the Supplier's compliance obligations under the relevant Federal Award, State Award, other applicable award or industrial instrument of an industrial tribunal or legislation) any concerns the TCFUA have after conducting an inspection of a Supplier's premises and promptly provide a copy of the completed pro-forma inspection sheet to the Principal; and
- (i) publicly acknowledge the Principal as a signatory to this Deed when the Principal becomes a signatory and for the period while the Principal observes the terms and conditions of this Deed.

## **6 CONDUCT BETWEEN PRINCIPAL AND SUPPLIER/S**

- 6.1 If the TCFUA has notified the Principal that it believes a Supplier is engaging in Exploitation or Non-compliance, then the Principal agrees to immediately investigate the claims made by the TCFUA and further agrees that it will within 10 business days (or such other period of time as is mutually agreed) of receipt of the notice advise the TCFUA as follows:
- (a) that the Principal believes that Exploitation or Non-compliance has occurred;
  - (b) that the Principal believes that neither Exploitation nor Non-compliance has occurred; or



- (c) that the Principal has not been provided with sufficient information to formulate a belief as to whether or not Exploitation or Non-compliance has occurred, and in such event, the Principal must request such further evidence as is reasonable from the TCFUA to enable a belief to be formulated.

6.2 If the Principal believes that Exploitation or Non-compliance by a Supplier has occurred, the Principal agrees that it will take all action reasonably required by the TCFUA to remedy the Exploitation or Non-compliance or achieve such other outcome acceptable to both parties ("Agreed Outcome") within not more than 10 business days (or such other period of time as is mutually agreed) of that requirement by the TCFUA.

6.3 If a Supplier fails to:

- (a) comply with a requirement of the Principal to remedy the Exploitation or Non-compliance or submit to an Agreed Outcome; or
- (b) retain a copy of the Records for not less than six years (which obligation operates from the date this Deed is signed by the parties); or
- (c) make a copy of the Records available to the TCFUA within 5 business days of a request (to the Supplier) for production being made by the TCFUA; or
- (d) allow the TCFUA to make copies of the Records retained by the Supplier; or
- (e) inform the TCFUA about the address of each location where Goods are being manufactured and the identity of the parties responsible for the manufacture of the Goods at each of those locations; or
- (f) allow persons properly authorised in writing by the TCFUA to enter and inspect premises and records and to interview personnel in accordance with the agreement in writing between the Principal and the Supplier under clause 4.7 of this Deed,

the Principal must:

- (g) if the Principal becomes aware that a Supplier has not complied with the matters set out in clause 4.3(b), (c), (d), (e) or (f) of this Deed immediately inform the TCFUA about the specific nature and dates of the failure to comply and the identity of the Supplier concerned and what action the Principal will be taking in light of the Supplier's failure to comply (including whether the Principal will elect to terminate the Contract with the Supplier concerned and, if so, the specific date of any such termination);

- (h) terminate the relevant Contract in a manner consistent with its terms and conditions or implement an alternative remedy following discussions with the TCFUA; or
  - (i) not enter into any further Contracts with that Supplier or extend the period of operation of an existing Contract with that Supplier until the Principal and the TCFUA agree that the Exploitation or Non-compliance has been remedied unless, following discussions between the parties to this Deed, it is reasonable for the Principal to enter into further Contracts with the Supplier.
- 6.4 The Principal will ensure that the ability of the Principal to terminate the relevant Contract in circumstances where a Supplier has not complied with the matters set out in clauses 4.3(b), (c), (d), (e) or (f) of this Deed is included as a term in any new Contract entered into between the Principal and a Supplier. The Principal will also request Suppliers with current Contracts entered into before the signing of this Deed to agree to such an amendment and, if the Supplier agrees, the Principal will amend the Contract to include such a clause.
- 6.5 The Principal will ensure that no current Contract entered into before the signing of this Deed continues to operate or is extended to operate beyond twelve months after the signing of this Deed without the Principal and the Supplier entering into a separate agreement or arrangement to comply with the requirements of new Contracts in accordance with clause 6.4 of this Deed.
- 6.6 Any action to be taken by the Principal in relation to the conduct of the Supplier under clause 6.3 of this Deed shall be reasonable and appropriate, taking into consideration the seriousness of the conduct of the Supplier.
- 6.7 If the Principal advises the TCFUA that it does not believe that Exploitation or Non-compliance by a Supplier has occurred and the TCFUA continues to assert that Exploitation or Non-compliance has in fact occurred, then this issue must be mediated pursuant to clause 7 of this Deed.
- 6.8
- (a) Every Contract between the Principal and a Supplier for the supply or manufacture of Goods for resale by the Principal must contain an enforceable (and effective) standard clause which obliges each succeeding party who is involved in the manufacture or purchase of the Goods (or who is involved in giving out orders for the manufacture or purchase of the Goods) to inform the Principal about the number and type of articles (and the wholesale price per article) to be supplied by each succeeding party.
  - (b) The Principal will send to the TCFUA a copy of the standard clause referred to in clause 6.8(a) of this Deed.

## **7 DISPUTE RESOLUTION**

It is the intention of the parties that they should co-operate with the other in good faith to resolve any differences arising under this Deed. In order to achieve this objective the following disputes settlement procedure is agreed:

- (a) the parties must meet to consider any issue if:
  - (i) either party considers the obligations of the other party under this Deed are not being performed, and the other party disagrees;
  - (ii) the TCFUA considers that Exploitation or Non-compliance is occurring and the Principal disagrees; or
  - (iii) the TCFUA believes that the Principal has not acted reasonably in continuing to contract with the Supplier as it may under clauses 6.3, (g), (h) and (i) of this Deed.
- (b) If agreement on the issue referred to in clause 7(a) of this Deed cannot be reached or a party refuses to observe its obligations under this Deed, the parties must enter into mediation with a mediator who has experience in the clothing industry and is agreed by the parties, or failing agreement, as appointed by LEADR;
- (c) the parties must each pay half the costs of the mediator; and
- (d) the mediation must be held and completed promptly.

## **8 TERMINATION**

Either party may terminate this Deed:

- (a) upon no less than 3 months written notice to the other;
- (b) forthwith if the other party refuses to mediate in good faith as detailed in clause 7;
- (c) upon the giving of 5 business days notice where the other party has committed a breach of this Deed and that breach has not been rectified within the 5 business days notice period;
- (d) immediately by the Principal if the TCFUA breaches clause 5(f) of this Deed; or
- (e) immediately by the TCFUA if the Principal breaches either clauses 4.3 or 4.7(a) of this Deed.

## **9 ENTIRE DEED / FUTURE VARIATION**

- 9.1 This Deed represents the entire agreement between the parties on the matters referred to in the Recitals.
- 9.2 The parties agree that should this Deed prove incapable of achieving its objective, then the parties will negotiate in good faith to effect an appropriate variation to its terms.
- 9.3 This Deed forms Part 3 of the Homeworkers Code of Practice and this Deed is intended to cover Principals who manufacture or arrange for the manufacture of Goods in the sports and corporate wear industry.
- 9.4 The parties agree to review and, if necessary, amend (by mutual agreement only) this Deed after the first year of this Deed's operation. The parties also agree to review the operation of this Deed when and if a mandatory code of practice for outworkers is introduced by the Ethical Clothing Trades Council under the *Industrial Relations (Ethical Clothing Trades) Act 2001* (NSW), or by the Ethical Clothing Trades Council of Victoria under the *Outworkers (Improved Protection) Act 2003* (Vic) or similar legislation that may be introduced in any other state.

## **10 INSPECTION PROCEDURES**

- 10.1 The agreed principles that will govern the procedures in relation to the conduct of inspections under this Deed are set out in Schedule A to this Deed.

## **11 LICENSEE ARRANGEMENTS**

- 11.1 The parties acknowledge and agree that licensees of the Principal have a relationship distinct and different to that between the Principal and a Supplier.
- 11.2 Notwithstanding clause 11.1 above, the parties agree that licensees will be treated as Suppliers and acknowledge that the records of and between both the Principal and the licensee will not be the same type or as great in number as the Records between the Principal and its Suppliers.
- 11.3 Accordingly, clauses 3.1, 3.2 3.3, 4.3 and 6.3(b), (c), (d), (e) and (f) will not apply to licensee arrangements unless and until such time as the licensee's relationship with the Principal changes to one under which the licensee manufactures Goods on behalf of the Principal under a Contract. At this time the licensee will no longer be recognised by the parties as such, but will be recognised as a Supplier in which event clauses 3.1, 3.2, 3.3, 4.3 and 6.3(b), (c), (d), (e) and (f) will apply.

- 11.4 The Principal agrees to make it a contractual prerequisite in all future licensee arrangements, including any renegotiation of existing licensee arrangements, that a licensee agrees to sign up to this Deed as a Principal in its own right and in the case of a manufacturer, become accredited under Part 2 of the Homeworkers Code of Practice.
- 11.5 The Principle will use its best endeavours to have an existing licensee sign up to this Deed as a Principal in its own right.
- 11.6 Should an existing licensee not agree to become a Principal in its own right, then save for those clauses relating to the type of record keeping set out in clause 11.3 above, the licensee will be treated and viewed by the parties as a Supplier for all other purposes of this Deed.

**Execution**

**Executed** as a deed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Executed** by (Principal) .....

(ABN) .....

in accordance with section 127(1) of the Corporations Act by being signed by:

.....  
Signature of Director

.....  
Signature of Director\*/Company Secretary\*

.....  
Print full name

.....  
Print full name

\*Delete whichever is not applicable

The common seal of the **Textile Clothing** )  
**and Footwear Union of Australia** is )  
affixed in accordance with its Rules in the )  
presence of: )

.....  
Secretary

.....  
President

.....  
Name of Secretary (Print)

.....  
Name of President (Print)

## **SCHEDULE A**

The procedures in relation to the conduct of inspections under this Deed are divided into three areas, being:

- 1 the development of a pro-forma inspection sheet;
- 2 the training of TCFUA personnel to conduct inspections under this Deed; and
- 3 the evaluation of completed inspection sheets.

The principles that will govern these matters are set out below.

### **Pro-forma inspection sheet**

The pro-forma inspection sheet to be developed by the TCFUA shall be divided into two parts with each part subdivided to maintain the distinction between Employee workforces and Contractor/Outworker workforces.

Part A of the inspection sheet will relate to employment law compliance, compliance with the Federal Award or State Award and compliance with this Deed for an Employee workforce and for a Contractor/Outworker workforce.

Part B of the inspection sheet will relate to compliance with relevant state occupational health and safety legislation for an Employee workforce and for a Contractor/Outworker workforce.

The parties recognise that some Principals/Suppliers may have a mixed workforce of Employees, Contractors and Outworkers and any issue that relates specifically to a particular category of worker can be overcome by being dealt with in the section relevant to the worker's category.

The State branches of the TCFUA should agree on a common pro-forma inspection sheet to then be provided to the Principal and following that, the pro-forma inspection sheet would be the standardised inspection sheet for the sports and corporate wear industry.

### **Training of TCFUA officials**

The objective of a training program is to ensure commonality and consistency of inspections and evaluation in all States in the sports and corporate wear industry under this Deed. The TCFUA shall undertake a training program aimed at delivering the consistent application of this Deed by union officials.

Inspection of a Supplier's and/or a Principal's workplace on occupational health and safety issues would be by TCFUA accredited officials.

Such accreditation would be consistent with that offered by WorkCover New South Wales for union officials.

## **Evaluation of pro-forma inspection sheets**

The TCFUA will nominate a person in each State who has received union accreditation to evaluate the pro-forma inspection sheets in relation to suspected occupational health and safety breaches.

The TCFUA will also nominate a person in each State to evaluate the pro-forma inspection sheets to ensure consistency of inspections and reporting of potential breaches of the Deed, employment law and the Federal Award or State Award.