

HOMEWORKERS CODE **OF PRACTICE**

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- Part 1 Retailers agreement**
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Retailers Association (ARA)**
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Houses agreement**

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 the Code Part 2. The licensing fee and details of the standard product specifications manual (sewing time manual) are in principal agreed to but still to be developed and established. The schedules are integral in the content and working of the Code part 2.

HOMEWORKERS CODE OF PRACTICE

PART 1 RETAILERS

AGREEMENT between

The Textile Clothing and Footwear Union of Australia and

The Council of Textile and Fashion Industries Ltd and

The Australian Chamber of Manufacturers and

The Australian Business Chamber

PARTIES

The TCFUA

The Council of the TFIA

The ACM

The ABC

Individual companies who are signatories to this Agreement.

STATEMENT OF PRINCIPLES REGARDING HOMEWORKERS WAGES AND CONDITIONS

- 1: The parties to this Statement of Principles believe that homeworkers in the Textile Clothing & Footwear Industry should not be exploited in the wages and conditions they are entitled to by their employer.
- 2: Consequently, the parties agree that employees should not get paid less than the appropriate Award skill level rate or the product rate calculated on the loaded Award skill level rate in the Clothing Trades Award as of March 1997 and as amended by the changes in the wage rates.
- 3: The parties wish to promote the public view that manufacturers conform with these standards. Manufacturers who do conform may be entitled to place on each product manufactured an indication of their compliance.
- 4: The parties wish to promote the public view that retailers who purchase products which conform with this agreement may demonstrate to their customers their commitment by an identifying sign or other indication of compliance.
- 5: Retailers will require their suppliers in their purchase contracts, to undertake to comply with all the laws and regulations, including the payment of the rate specified in 2, relevant to the engagement of homeworkers.

Further, the retailers who are signatories to this agreement will provide quarterly to the TCFUA in writing, the names and addresses of all suppliers given orders to make products consistent with this statement, for sale by retailers.

- 6: It is agreed that the Union shall have the responsibility of enforcing compliance with this Statement of Principles.

Where the Union has cause to believe that there is a case of exploited homeworkers they will inform the manufacturer and relevant retailer.

- 7: The retailer will investigate the case with its supplier, giving a fair opportunity for the manufacturer to demonstrate that it is complying with this statement.

If it is proven that the supplier has not complied, the retailer will act in accordance with its commitment not to sell products which have been produced by exploited labour. This will include cancelling the affected purchase contract and/or terminating the relationship with the supplier.

- 8: It is agreed that the retailers and manufacturers will contribute to a public campaign to tell manufacturers, suppliers and homeworkers the terms of this statement, the obligations of the award and the code of practice.

- 9: Nothing in this agreement shall be construed to take away any legal rights of the parties or any employee and shall not be a basis for discriminating unfairly against any employer which conforms with the agreement.

- 10: This Agreement will be for an initial two (2) year period of operation.

SIGNATORIES PART 1

Signed by

.....
on behalf of The Textile Clothing and
Footwear Union of Australia

Signed by

.....
on behalf of The Council of The
Textile and Fashion Industries Ltd

Signed by

.....
on behalf of The Australian Chamber
of Manufacturers

Signed by

.....
on behalf of The Australian Business
Chamber

APPENDIX - PART 1

The following company has agreed to become a signatory to this Agreement.

SIGNATORIES

Signed by

.....

Name

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

Date.....

Signed by

.....

Name.....
on behalf of
Company Name

Position.....

Date.....

PART 1A

AUSTRALIAN RETAILERS ASSOCIATION (ARA) AGREEMENT WITH THE TEXTILE, CLOTHING AND FOOTWEAR UNION OF AUSTRALIA.

HOMEWORKERS CODE OF PRACTICE -
RETAILERS AND TCFUA

THIS CODE OF PRACTICE RELATES TO THE ELIMINATION OF EXPLOITATION OF
HOMEWORKERS
15 AUGUST 1997

1. The parties to this Code believe that homeworkers in the TCF Industry should not be exploited in the wages and conditions they are entitled to by their employer.
2. Consequently, the parties agree that employees should not get paid less than the applicable Award rate.
3. Retailers will require their TCF suppliers, in their purchase contracts, to undertake to comply with all the laws and regulations including applicable Awards, relevant to the engagement of homeworkers.
4. It is agreed that the TCFUA (the Union) shall have the responsibility of enforcing compliance with the Award. However, all parties shall be responsible for ensuring compliance with this Code.

To assist the Union the ARA will compile, from information received from individual retailers, a list of the names and addresses of all TCF suppliers given orders to make products consistent with this Code for sale by those retailers. In accordance with the following procedure the ARA will provide to the Union on request the names and addresses of each retailer on its list dealing with a supplier nominated by the Union:-

- i. The Union will designate an officer from each Branch for contacting the ARA and individual retailers for information.
- ii. The ARA and each retailer will designate a person to be contacted by the designated union officer.
- iii. On being contacted by the designated officer of the Union, the ARA will provide the name(s) and address(es) of the retailer(s) and a contact name of a designated person within each retailer which is listed with ARA as dealing with a supplier named by the union officer.

- iv. The designated union officer may then contact the retailer(s) named for assistance in investigating a breach of the Award. It is recognised that the Union Officer, if he/she is aware that a certain brand is sold by a retailer and is aware of the contact name in that retailers business, may contact the retailer directly.
 - v. The retailer will only act on the Union Officers request for assistance if the Union Officer can reasonably demonstrate to the retailer that there is a suspected breach of the Award.
 - vi. Any names and contacts provided by ARA linking a supplier with a retailer and any information given by a retailer to the Union shall be provided on a confidential basis and is to be used for the sole purpose of assisting the Union in ensuring compliance with Awards.
 - vii. On being satisfied by the Union that there is a provable case of exploitation the retailer will investigate the matter with its supplier giving a fair opportunity for the supplier to demonstrate it is complying with this Code within time lines agreed to between the retailer and the Union.
 - viii. If it is proven that the supplier has not complied, then the supplier will be expected to take the necessary measures to comply with this Code.
 - ix. In the event that the supplier still does not comply, the retailer will act in accordance with its commitment not to purchase products produced by exploited labour and where legally possible terminate the affected purchase contract along with other unfulfilled existing contracts with that supplier (Providing such contracts were entered into before the operative date of this Code). All other contracts entered into after the operative date of this code will include an enabling clause that the retailer will act in accordance with its commitment to this code.
 - x. If there is a dispute between the retailer and the Union as to whether exploitation has occurred the matter shall be referred for resolution under a process to be agreed between the ARA and the Union.
5. The parties may wish to promote the public view that manufacturers conform with these principles. Manufacturers which do not conform with these principles may be entitled to place on each product manufactured an indication of their compliance with this Code. In those instances where the label is a retailer's label, identification must be by arrangement with the retailer.
 6. The parties may wish to promote publicly that retailers conform with this Code. These retailers may demonstrate their commitment by a uniform identifying sign or other agreed indication of compliance to these principles.
 7. It is agreed that none of the parties to this Code will engage in any negative publicity involving a retailer over a particular issue of exploitation while the retailer is investigating a claim of exploitation and the processes in the Code are being followed.

8. Nothing in this Code shall be construed to take away any legal rights of the parties or any employees and shall not be a basis for discriminating unfairly against any employer which conforms with the Code.

9. The Code shall operate for a period of 12 months from the (agreed date of commencement to be inserted) and shall remain in operation until renegotiated or terminated by either party. The code is to be signed by the TCFUA and the ARA on behalf of their member retailers who have agreed to be party to the code. A list of said retailers will be attached to this code as an appendix.

Signed.....
(National President of the
Textile, Clothing and Footwear
Union of Australia)

Signed
(Chief Executive Officer
Australian Retailer Association)

HOMEWORKERS CODE OF PRACTICE

PART 2 **SUPPLIERS, FASHION HOUSES, WHOLESALERS & MANUFACTURERS.**

CLAUSE 1- AGREEMENT between

The Textile Clothing and Footwear Union of Australia and

The Council of Textile and Fashion Industries Ltd and

The Australian Chamber of Manufacturers and

The Australian Business Chamber

CLAUSE 2- PARTIES

The TCFUA

The Council of the TFIA

The ACM

The ABC

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.
- 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

“Accreditation” means a system of accreditation where by a Manufacturer may indicate that it complies with the terms of this Agreement.

“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 9.

“Accreditation Register” means the register of accredited manufacturers held and maintained by the Code of Practice Committee.

“Supplier/Fashion house/ wholesaler” means a party that agrees to manufacture or arrange to manufacture products and /or components thereof.

“Manufacturer” means a manufacturer that manufactures or arranges the manufacture of products.

*

“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.

“Contractor” means a person engaged to produce or arrange the manufacture of products.

“Homeworker” means a person who sews products in a private dwelling or in premises other than a registered factory.

“Level of complexity” is the categorisation of each ABS product group into simple medium or complex degree of difficulty in sewing the product.

“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.

“Rate per product” is the rate calculated using the appropriate Award skill level rate under the Clothing Trades Award 1982, loaded for Annual Leave; Annual Leave Loading and Public Holidays X the GSD (or other similar agreed method of measurement) minute value determined for the appropriate level of complexity for the relevant classification of product within the ABS product category.

“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.

“Workers Compensation” means workers compensation as prescribed by the relevant state legislation.

“Relevant Superannuation Fund” means the Australian Retirement Fund, or such other fund as may be agreed to by the TCFUA.

“Standard Statutory Declaration” means a statutory declaration as set out in Schedule 4 and 5 of this Agreement.

The standard statutory declaration in schedule 4 refers to manufacturers who contract only to contractors and do not directly give work to homeworkers.

The standard statutory declaration in schedule 5 refers to manufacturers and contractors who give work directly to homeworkers.

Completion of one or both of these 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.
- establishing processes and procedures to rapidly and efficiently deal with issues which come before it in particular those which require mediation.
- Developing standard product specifications (to be a schedule to this agreement, 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.

*Where the committee cannot resolve a dispute the matter will be referred to the agreed independent mediator for resolution.

CLAUSE 6- ACCREDITATION

The Code of Practice Committee shall confer accreditation on a manufacturer which establishes by way of standard statutory declarations (see schedules 4 & 5) 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 Homeworker cannot be required to work Saturday or Sunday or beyond 7.6 hours in any one day, unless the homeworker 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.
- 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. Re accreditation will be automatic based on the provision of updated standard Statutory Declarations, unless it can be demonstrated that the manufacturer does not have a satisfactory compliance record.

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
- 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 homemakers 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
- 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 a signed standard statutory declaration, as per schedule 4 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 standard statutory declaration, as per schedule 4, 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;
- 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;
- contributions from manufacturers, through payment for licenses;
- financial assistance from State and Commonwealth Governments.

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

For the period up to 30 June 1998, direct funds shall be allocated on the following basis:

- the initial \$300,000 shall be paid to the TCFUA for compliance activities in accordance with 1 below;
- the next \$100,000 shall be directed towards education and publicity activities in accordance with 2 below;
- the next \$50,000 shall be directed towards the development of product specification standards and other Code of Practice Committee costs;
- In the event that \$450,000 is not available by 31 March 1999 the parties will have discussions as to the scheduling of payments. 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.

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.

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 onand 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
- ABC
- Individual Companies

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:
 - Name
 - Address
 - Date of Birth
 - Starting date
 - Notice given
 - Termination date
 - Hours per fortnight
 - Total monies paid (gross, tax (where applicable) net)
 - Tax file number (where applicable)
 - Superannuation payments and fund name.
- v) Contracts, if any, made between the Manufacturer and any Contractors and in relation to each such Contractor;
- vi) the name of the Contractor;
- vii) the address where the work is to be performed and the address of the Contractor, if the work is to be performed elsewhere;
- viii) the date of the Contractor's Contract;
- ix) the 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) the number and type of products to be made;
- xii) the 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:
 - Name
 - Address
 - Date of Birth
 - Starting date
 - Notice given
 - Termination date
 - Hours per fortnight
 - Total monies paid (gross, tax (where applicable), net)
 - Tax file number (where applicable)
 - 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
- 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/orat times reasonably required by the TCFUA and/orperson authorised by the the records specified in Schedule 1 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.

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 ofPty Ltd
(position)

company address

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 Statutory Declaration as in Schedule 6 of 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 Statutory Declaration as set out in Schedule 6 of the "Homeworkers Code of Practice".

The names, addresses and dates of engagement of contracts with people I presently supply work to is listed at 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 199.....

Before me

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

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

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 ofPty Ltd
(position)

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 of Australia 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 3 and 9 of the “Homeworkers Code of Practice” (referred to above)

I have provided to each of these homeworkers, (referred to above) the minimum workload per fortnight defined at Clause 9 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 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 _____ 199

Before me

.....
Signature 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 SUPPLIES WORK TO HOMEWORKERS.

STATUTORY DECLARATION

I,(Full name)

of
(address)

.....
do solemnly and sincerely declare as follows:

I am the ofPty Ltd
(position)

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 3 and 9 of the
“Homeworkers Code of Practice” (referred to above)

I will hereafter provide to each of these homeworkers, (referred to above) the minimum
workload per fortnight defined at Clause 9 of the “Homeworkers Code of Practice” as 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 will hereafter only terminate 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 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 _____ 199

Before me

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

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

SCHEDULE 7

Dear Homeworker

A landmark Agreement has recently 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

LICENSING FEE

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

\$2,000 per annum.

SCHEDULE 9

STANDARD PRODUCT SPECIFICATIONS MANUAL

Process for development of the Standard Product Specifications Manual.

The Homeworkers Code of Practice Committee (HCOPC) agrees to a process which will entail HCOPC agreeing to a number of actions in the development of a Standard Product Specifications Manual which will be used as a basis by the TCF employers for the payment of wages to outworkers, and for the HCOPC to use as a tool to assess accuracy of wages paid to outworkers in any dispute situation. These actions are:

1. Develop a submission for Federal Government funding for the development of the Standard Product Specifications Manual.
2. Acquire a “General Sewing Data” (GSD) software program and employ a consultant to undertake a GSD study of TCF products covered by the Homeworke Code of Practice.
3. Employ a consultant to undertake a Time and Motion Engineering study of TCF products covered by the Homeworkers Code of Practice, and to develop standard product specifications for each product using data acquired through “GSD” and “T&M” studies.
4. Consultant will trial draft standard product specifications both in an in-house situation using machinists and technology in a number of factories, as well as trailing them with a number of outworkers working with their technology in their private dwellings.
5. The draft standard product specifications will then be refined and presented to the HCOPC for endorsement.
6. A library of information will be developed by the consultant to form the Standard Product Specifications Manual for final endorsement by the HCOPC.

SIGNATORIES PART 2

Signed by

.....
on behalf of The Textile Clothing and
Footwear Union of Australia

Signed by

.....
on behalf of The Council of The
Textile and Fashion Industries Ltd

Signed by

.....
on behalf of The Australian Chamber
of Manufacturers

Signed by

.....
on behalf of The Australian Business
Chamber

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.....

Signed by

.....
on behalf of

Name.....

Company Name.....

Position.....