



## **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 – ACCREDITATION MARKS**

The ARA acknowledges that the Homeworker Code Committee Inc. registers and maintains trade marks, logos and other labels, including the Ethical Clothing Australia 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

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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

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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



LIST OF SUPPLIERS TO BE COMPLETED BY RETAIL SIGNATORIES TO THE **NATIONAL RETAILERS ETHICAL CLOTHING CODE OF PRACTICE**

Name of Retail Signatory \_\_\_\_\_ Date \_\_\_\_\_

Name of person who completed this form \_\_\_\_\_ Position/title within company \_\_\_\_\_

Address \_\_\_\_\_

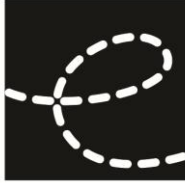
Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Supplier	Address	Contact person/s	Phone and email address	State	Does supplier give any work to sub-contractors? (Y/N)	If company does give work out, please provide its BOR Number <sup>1</sup>

**A full list of the Retailer's Suppliers over the preceding six months is due within 14 days of 28 February and 31 August in each year.**

Send the completed suppliers list to: TCFUA National Secretary, Michele O'Neil, nationaloffice@tcfvic.org.au or fax (03) 9639 2944  
 And CC: info@ethicalclothingaustralia.org.au or fax (03) 8415 0818

<sup>1</sup> Registration with Fair Work Australia's Board of Reference (BOR) is a mandatory legal requirement for any textile, clothing or footwear business that is outsourcing manufacturing or production away from their own premises. Registered businesses are issued a BOR number and must provide lists of their suppliers to the Board on a quarterly basis.



ethical  
clothing  
AUSTRALIA

Homeworker Code Committee Inc

PO Box 2087, Fitzroy VIC 3065

Telephone: 03 9419 0222

Facsimile: 03 8415 0818

Email: [info@ethicalclothingaustralia.org.au](mailto:info@ethicalclothingaustralia.org.au)

Website: [www.ethicalclothingaustralia.org.au](http://www.ethicalclothingaustralia.org.au)

# The Homeworkers Code of Practice

## Part 2

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

## Application for Accreditation

**For further information and assistance contact:**

**Sabina M Crawley**

*Accreditation Advisor VIC, QLD, WA*

0404 314 688

[sabina@ethicalclothingaustralia.org.au](mailto:sabina@ethicalclothingaustralia.org.au)

**Rebekka Carey-Smith**

*Accreditation Advisor NSW, SA, TAS*

0404 310 426

[rebekka@ethicalclothingaustralia.org.au](mailto:rebekka@ethicalclothingaustralia.org.au)

**HOMEWORKERS CODE OF PRACTICE  
APPLICATION FOR ACCREDITATION**

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**ETHICAL CLOTHING AUSTRALIA (ECA) PRIVACY POLICY**

*We collect, use and disclose information according to the ECA Privacy Policy which can be found at our website: <http://www.ethicalclothingaustralia.org.au/privacy-policy/privacy-policy>. By signing this application, you acknowledge and agree that you have read and understood our Privacy Policy, and agree to your information being handled in accordance with it. Amendments to the Privacy Policy will come into effect immediately when posted on our website. Because of this, you should access the Website and read the latest Privacy Policy prior to disclosing personal information to us. Important Note: If you do not consent to the ECA Privacy Policy please be aware that ECA will be unable to process your application for accreditation or any subsequent re-accreditations.*

COMPANY NAME .....

COMPANY ABN.....

ADDRESS.....

.....

PHONE..... FAX.....

EMAIL..... WEBSITE.....

Signature.....

Name.....

Position.....

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 76 hours
- (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 Accreditation Application Fee, 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
  - (i) Two copies of the Accreditation Label Licence executed by your company (Schedule 12).

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**An Accredited Manufacturer is identified by an Accreditation label sewn into all garments produced in Australia by an accredited manufacturer. You will be provided with details of where to purchase the appropriate Accreditation label which will include your accreditation number.**

**Upon accreditation approval your company will be sent a copy of the Accreditation Label Licence executed by Homeworker Code Committee Inc., authorising your company to use the appropriate Accreditation 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 New South Wales Business Chamber

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

The TCFUA

The Council of the TFIA

The AiGroup

The NSW Business Chamber

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 Textile Clothing Footwear and Associated Industries Award 2010, 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 Textile Clothing Footwear & Associated Industries Award 2010 as at 1 January 2010 and as amended from time to time to provide increases in wages and conditions as approved by Fair Work Australia, or any State Award covering the textile, clothing and footwear industries that a business referred to in this Agreement is bound by.
- 4.13 **“Workers Compensation”** means workers compensation as prescribed by the relevant state legislation.
- 4.14 **“Relevant Superannuation Fund”** in relation to a homemaker means a superannuation fund into which superannuation contributions may be paid on behalf of that homemaker in compliance with the *Superannuation Industry (Supervision) Act 1993* (Cth.).
- 4.15.1 **“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.
- 4.16 **“Committee”** means the management committee of Homemaker Code Committee Inc.

## **CLAUSE 5 - COMMITTEE**

The Committee comprises an equal number of representatives from the TCFUA and a combined group of employers party to the Agreement, and has a maximum of six members. Decisions of the Committee are made by a majority vote.

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
- Licensing Accredited Manufacturers and Registered Manufacturers to use the Accreditation Marks
- Licensing Retailer Signatories to use the Accreditation Marks
- 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 Committee.

## **CLAUSE 6 - ACCREDITATION**

The 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 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, 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 Committee), that they have been made by an Accredited Manufacturer.

Any entity represented on the Committee has the right to raise concerns (including without limitation, contractual arrangements between retailers and manufacturers which do not enable the appropriate award rate to be paid in accordance with this Agreement) and request the Committee to review the accreditation of any Accredited Manufacturer at any time.

If the Committee considers that an Accredited Manufacturer has failed to comply with this Agreement, it may give the Accredited Manufacturer notice stating:

- the grounds on which it considers that the Accredited Manufacturer has failed to comply with this Agreement; and
- that the Committee may cancel the accreditation of the Accredited Manufacturer unless the Accredited Manufacturer provides, within twenty-eight (28) days of delivery of the notice, material which satisfies the Committee either that the Accredited Manufacturer has complied with this Agreement, or that the Accredited Manufacturer's accreditation should not be cancelled..

The Committee may (but is not obliged to) cancel the accreditation of the Accredited Manufacturer twenty-eight (28) days after delivery of notice under the previous paragraph to the Accredited Manufacturer, if the Committee considers that the Accredited Manufacturer has failed to comply with this Agreement.

The Committee will consider an Accredited Manufacturer's entitlement to reaccreditation 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 the Accredited Manufacturer's circumstances have not changed since the last time it was accredited or reaccredited, a Statutory Declaration as set out in Schedule 10 of this agreement, unless the Committee is satisfied that the manufacturer does not have a satisfactory compliance record.

A manufacturer's compliance record would be deemed "unsatisfactory" at the time of reaccreditation if the manufacturer:



- has failed to provide all relevant statutory declarations which comply with any or all of the criteria listed in Clause 6 of the Suppliers Agreement
- has provided false information in relation to the provision of statutory declarations which comply with any or all of the criteria in Clause 6 of the Suppliers Agreement
- has failed to comply with any terms of Schedule F (Outwork and Related Provisions) of the Textile, Clothing, Footwear and Associated Industries Award 2010, the National Employment Standards and all relevant State legislative obligations in relation to outworkers”.

**Deaccreditation** of a manufacturer who ceases all their manufacture in Australia will be automatic based on the provision of a standard statutory declaration as set out in Schedule 11 of 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 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
- 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 homeworker 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 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 homeworker has not been paid in accordance with this Agreement, the manufacturer 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.

## **CLAUSE 8 - LICENSING**

The Committee shall register and maintain whatever trade marks, logos or other identification items ("**Accreditation Marks**") it deems appropriate to promote compliance with the Award and this Agreement.

The Committee shall enter into a license agreement in the form of Schedule 12 of this Agreement with each Accredited Manufacturer, which authorises the Accredited Manufacturer to:

- Affix to its products the Accreditation labels specified in the licence agreement;
- Affix to its place of business, premises or any other thing the, Accreditation Marks specified in the licence agreement and
- Use the Accreditation Marks specified in the licence agreement to promote its compliance with the Award and acceptance of this Agreement.

Licence fees shall be in accordance with Schedule 8 (Fee Scale) of this Agreement.

#### **CLAUSE 9 - RETAILER SIGNATORIES**

A retailer that is a signatory to Part One of the Homeworker Code of Practice and whose stock includes products supplied by at least one Accredited Manufacturer, may apply to the Committee for a licence to use one or more of the Accreditation Marks to promote its support for the Homeworkers Code of Practice. Unless the Committee considers on reasonable grounds that the retailer has breached Part One of the Homeworker's Code of Practice, it shall grant the retailer a licence in the form of Schedule 12. The retailer must

- provide to the Committee any evidence reasonably required by the Committee to determine the eligibility of the retailer for a licence; and
- advise the Committee promptly if its stock ceases to include products supplied by at least one Accredited Manufacturer

Licence fees shall be in accordance with Schedule 8 (Fee Scale) of this Agreement.

#### **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, NSW Business Chamber & 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 Homeworker Code Committee Inc. 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 - AMENDMENT**

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

**SIGNATORIES**

TCFUA  
TFIA  
AiGroup  
NSW Business Chamber  
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

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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 relevant superannuation fund
- xvi) evidence of payment of appropriate workers compensation premiums



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

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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 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: ..... Name: .....

Company:

Signature: ..... Signature: .....

Date: ..... 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 .....  
[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 Statutory Declaration as set out in *Schedule 4* and/or *Schedule 6* "Homeworkers Code of Practice" and notify the Homeworkers Code of Practice Committee of this change within 7 days.
- I will require the Statutory Declaration forms provided to me 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 (*Schedule 3A*; or *Schedule 4* and/or *Schedule 6*) of the “Homeworkers Code of Practice” and a copy will be forwarded to the “Code 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 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 (*Schedule 3A*; or *Schedule 4* and/or *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 relevant Statutory Declaration (*Schedule 3A*; or *Schedule 4* and/or *Schedule 6*) of the “Homeworkers Code of Practice” and a copy will be forwarded to the “Code 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 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 ..... 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 4 ATTACHMENT 1**

(List all of the companies that your company gives work out to)

---

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



I have paid to the relevant superannuation fund superannuation contributions on behalf of each of these homeworkers with the requirements of the Textile, Clothing, Footwear and Associated Industries Award 2010, 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 Textile, Clothing, Footwear and Associated Industries Award 2010, 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 5 ATTACHMENT 1**

(List all of the homeworkers that your company gives work out to)

---

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

**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 ..... 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 ..... 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" 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 relevant superannuation fund superannuation contributions on behalf of each of these homeworkers with the requirements of the Textile, Clothing, Footwear and Associated Industries Award 2010, 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 Textile, Clothing, Footwear and Associated Industries Award 2010, 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

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Name	Address	Date of Contract	Contact Person	Phone Number
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(If there is insufficient space to list all makers 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 the 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:

A business that has been going less than 3 years - \$300

Sole Trader that does all of its 'cut, make and trim' manufacturing in-house - \$300

Sole Trader that does value adding to finished products in-house (e.g. laundry, dyeing, screenprinting) - \$300

Business that does all 'cut, make and trim' manufacturing in-house (exclusively on premise) apart from value-adding services (e.g. screenprinting) –

*Fees are based on how many full time equivalent textile, clothing or footwear production staff a business employs*

- a) 4 or less = \$400
- b) 5-15 = \$600
- c) 16-40 = \$1,000
- d) 41+ = \$2,000

Business that outsources part or all of its 'cut, make and trim' manufacturing –

*Fees are based on the annual value of work out-sourced*

- a) Up to \$1,000,000 = \$2,000
- b) 1,000,001 - \$5,000,000 = \$3,000
- c) \$5,000,000 - \$9,999,999 = \$4,000
- d) \$10,000,000 + = \$6,000

### Discounts

10% discount if a business is accredited and has used the No Sweatshop Labels (now Ethical Clothing Australia) for the previous 12 months

20% discount if a business uses accredited suppliers

\$1,000 discount if the value of your out-sourced 'cut, make and trim' manufacturing is less than \$200,000 per year and your business employees 3 or less full time equivalent textile, clothing or footwear production staff

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

Homeworkers Code of Practice  
P.O Box 2087  
Fitzroy VIC 3065

**SCHEDULE 10 STANDARD STATUTORY DECLARATION FOR  
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.

.....  
[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]

