



ethical
clothing
AUSTRALIA

Homeworker Code Committee Inc

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The Homeworkers Code of Practice

Part 2

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

Application for Accreditation

For further information and assistance contact:

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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.

**HOMEWORKERS CODE OF PRACTICE
APPLICATION FOR ACCREDITATION**

COMPANY NAME:

ADDRESS:

.....

CONTACT NAME:

POSITION:

PHONE: FAX:

EMAIL: WEBSITE:

ABN: DATE: / /

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

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

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

[insert Company Name]

1. Acknowledges that compliance with these factors is necessary to become accredited and maintain accreditation.
2. Documentation attached to this application:
 - (a) Payment of 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).
-

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 homeworker which the accredited manufacturer is using in manufacturing the products.

Each accredited manufacturer who arranges for a homeworker to manufacture products must satisfy itself that the homeworker 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 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
- 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 homeworker 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

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

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]

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]

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 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 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]

