

IN THE FAIR WORK COMMISSION

Matter No: AM2023/25

Matter: Application to vary the *Textile, Clothing, Footwear and Associated Industries Award 2020*

WITNESS STATEMENT OF RHIANNON CARR

I, Rhiannon Carr, of 88 Gormanston Road, Moonah, Tasmania, say as follows:

1. I am employed by Blundstone Australia Pty Ltd (**Blundstone**) in the position of Group Manager, People and Culture. I have been employed in this position since November 2021.
2. In my current position, my duties and responsibilities include, but are not limited to, the following:
 - (a) Developing long-term strategies and systems to embed culture (values and behaviours) into people management processes.
 - (b) Establishing strategies and programs for long-term talent building, career pathways, succession planning, people and intellectual property risks, organisational development, structure and evolution, expertise, capacity and skills roadmap.
 - (c) Learning and development – program conceptualising, development and management, organisational and individual targeted and tailored skills and knowledge building activities.
 - (d) Generalist human resources (**HR**) responsibilities across; recruitment, induction, remuneration and benefits, salary benchmarking, restructuring, terminations and redundancies, occupational health and safety, people risk management, health and wellbeing, workplace relations compliance, negotiations and stakeholder management.
 - (e) Developing and maintaining HR policies and procedures.

- (f) Managing complex workplace people issues including grievances, performance improvement, conduct and other investigations, disciplinary matters to build a harmonious and productive working environment.
 - (g) Ensuring that people are properly managed in their sections.
 - (h) Ensuring work health and safety is properly managed; maintaining safe standards of work, initiating improvements, compliance activities, managing rehabilitation plans and identification of safety hazards.
3. Prior to commencing my current position, I was employed as the Head of People & Culture by the Royal Automobile Club of Tasmania.

Blundstone's Operations

4. Blundstone is a global footwear business that has been in operation for over 150 years. It manufactures gumboots in Moonah, a suburb of Hobart in Tasmania. Blundstone also partners with overseas manufacturers to produce its other footwear products (which include elastic-sided boots, lace-up safety footwear, heavy industrial footwear and casual boots), and facilitate the distribution and sale of those products. These other products were previously manufactured by Blundstone in Australia; however, their production was outsourced to overseas manufacturers 15 years ago.
5. Blundstone's gumboots are largely sold in Australia and New Zealand. Our other products are sold in approximately 70 countries in addition to Australia, including in New Zealand, Europe, Canada, Israel, Japan and the United States of America. Out of the total number of pairs of boots that Blundstone sells, approximately [REDACTED] are sold in Australia. The remaining pairs are sold in other international markets.
6. Blundstone distributes its footwear to distribution/retail partners who then on-sell the product to end customers. A smaller percentage of its sales occur directly to end customers through its website.

7. Some of the footwear produced or distributed by Blundstone (including its gumboots) must meet safety and quality-related regulations/standards to suit the working conditions and environments in which the footwear is worn. This is because it is worn by workers engaged in certain industries such as mining, construction, agriculture, manufacturing, oil and gas, warehousing and landscaping.
8. Blundstone operates in a highly competitive industry. I am aware of various other businesses that sell products of a similar style or type to Blundstone in Australia and overseas. This includes the likes of [REDACTED]. More specifically, in relation to gumboots, Blundstone's key competitors in Australia are [REDACTED].
9. As well as its head office in Hobart (**Hobart Site**), Blundstone has operations in Derrimut, Victoria, Australia and in Henderson, New Zealand.

Blundstone's Workforce

10. As at 18 January 2024, Blundstone employs a total of 123 employees in Australia. The majority of these employees are based at the Hobart Site.
11. In addition, Blundstone employs 14 employees in New Zealand.
12. It is my understanding that the *Textile, Clothing, Footwear and Associated Industries Award 2020 (Award)* covers Blundstone and some of its employees. The following enterprise agreements apply to all such employees:
 - (a) The *Blundstone Australia Pty Ltd (Hobart Site) – CFMMEU Manufacturing Division Enterprise Agreement 2021 (Hobart EA)* (attached at **Annexure A** to this statement). As at 18 January 2024, this agreement applies to 14 employees who work at Blundstone's manufacturing facility within the Hobart Site (**Hobart Factory**). These employees are involved in the production of gumboots.

- (b) The *Blundstone Australia Pty Ltd (Melbourne Site) – Construction, Forestry, Maritime, Mining and Energy Union – Manufacturing Division Enterprise Agreement 2023 (Melbourne EA)*, which applies to employees employed at Blundstone’s site in Derrimut, Victoria.

The Hobart EA

13. Ten of the employees covered by the Hobart EA perform shiftwork. They are employed on a full-time basis. They work a rotating roster featuring morning shifts (from 4:30 am until 1:00 pm) and afternoon shifts (from 1:00 pm until 9:30 pm). The remaining four Hobart Factory employees are day workers and perform their ordinary hours of work between 7:00 am and 7:00 pm on a full-time or part-time basis.
14. Employees are paid the shift penalty prescribed by clause 8.1 of the Hobart EA for the shiftwork described in the preceding paragraph. That is, they receive a penalty of 20% of 1/5th of the weekly rate prescribed by the Hobart EA for their classification level, for each morning or afternoon shift worked.
15. All enterprise agreements made under the *Fair Work Act 2009* that applied to the Hobart Factory prior to the Hobart EA contained an identical shiftwork penalty clause to clause 8.1 of the Hobart EA. Blundstone calculated and applied the penalty under those enterprise agreements in the same way as it does under the Hobart EA.

A Proposed New Hobart EA

16. In April 2023, Blundstone initiated discussions with the Construction, Forestry and Maritime Employees Union (**CFMEU**) regarding a new enterprise agreement that would replace the Hobart EA (**New Hobart EA**). I was directly involved in the bargaining process. I attended all bargaining meetings and was the main point of contact for the CFMEU.

17. On 6 June 2023, Blundstone and the CFMEU reached in-principle agreement regarding the terms of the New Hobart EA. A copy of the New Hobart EA, reflecting the in-principle agreement reached, is attached at **Annexure B** to this statement. It is in largely the same terms as the Hobart EA, including in relation to shiftwork.
18. On 5 July 2023, Danny Murphy (Organiser of the CFMEU) confirmed that the aforementioned draft of the New Hobart EA reflected the in-principle agreement reached between Blundstone and the CFMEU.
19. On 11 July 2023, Paris Nicholls (National Industrial Officer of the CFMEU) advised Blundstone that in the CMFEU's view, the New Hobart EA would not pass the '*better off overall*' test (**BOOT**), because the proposed shiftwork penalties were significantly less than the shiftwork penalties prescribed by the Award. This was the first time that the CFMEU raised a concern about the shiftwork provisions in the New Hobart EA. Specifically, the CFMEU explained that in its view, clause 29.3 of the Award requires the payment of 15% of the minimum weekly rate payable for the applicable classification level, for each afternoon shift worked. It was Blundstone's understanding that the Award (and the *Textile, Clothing, Footwear and Associated Industries Award 2010 (2010 Award)*) entitled employees performing afternoon shifts (as defined by the aforementioned awards) to 15% of the minimum weekly rate prescribed by the awards for their classification level, for each *week* that they perform such shifts.
20. The CFMEU subsequently wrote to Blundstone about this on 11 July 2023 and sought the following wording for clause 8.1 which would, in its view, ensure that the New Hobart EA passes the BOOT:

8.1 Shift Penalty

Employees working a morning or afternoon shift will receive a per shift payment for shiftwork as set out in Clause 29.3 of the TCFA Award, except that it will be paid at the rate of 20% rather than 15%. For the avoidance of doubt, this payment will be calculated using the rates of pay in this Agreement rather than the TCFA Award rates of pay.

21. After carefully considering the issue raised by the CFMEU, on 11 August 2023, Blundstone advised the CFMEU that it was not in a position to agree to the CFMEU's proposed drafting, given the significant operational impacts and additional costs that it would incur if the proposed approach was adopted. Furthermore, Blundstone was firmly of the belief that this was also a matter of broader significance for other employers covered by the Award and therefore, it immediately contacted the Australian Industry Group (**Ai Group**).
22. Despite this, Blundstone acceded to the CFMEU's previous request to implement the wage increase agreed in-principle between the parties in relation to the first year of the New Hobart EA, on a without prejudice basis, of 5.5%. This was backdated to 1 July 2023.
23. Blundstone is concerned that if the CFMEU's interpretation of the Award is correct, the New Hobart EA would not pass the BOOT. This is despite the fact that the base rates that would be payable under the New Hobart EA upon approval of the agreement by the Fair Work Commission (**Commission**) would exceed the corresponding base rates currently prescribed by the Award by 10% - 13%. For this reason, Blundstone has not invited employees to cast a vote in relation to the New Hobart EA, at this stage. It is instead awaiting the outcome of these proceedings.
24. Neither the Commission, nor the CFMEU raised any concerns about whether the Hobart EA would pass the BOOT when it was negotiated or approved by the Commission. Similarly, neither the Commission, nor the CFMEU raised concerns about any other predecessor enterprise agreements applying to the Hobart Factory. More specifically, no concerns have previously been raised about the shiftwork penalties prescribed by the Hobart EA (or any predecessor enterprise agreement), nor how they compare to the shiftwork penalties prescribed by the Award or the 2010 Award.

Implications of the CFMEU's Interpretation

25. It is my understanding that Ai Group has made an application to vary the Award such that it expressly states that for each hour of work performed on an afternoon shift (as defined by the Award), an employee is entitled to an additional 15% of the hourly rate payable under the Award.

26. If Ai Group's application to vary the Award is not successful and if the CFMEU's interpretation of the Award is correct, the impact on Blundstone will be substantial and multifaceted. This is demonstrated by the following:

(a) If Blundstone is required to adopt the CFMEU's interpretation of the Award or to revise the New Hobart EA to ensure that it passes the BOOT based on that interpretation of the Award; the cost of producing its gumboots would increase significantly.

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) In light of these factors, an increase in the cost of gumboot production due to the reasons expressed at the beginning of paragraph 26 of this statement would force Blundstone to consider cost reduction strategies in the first instance, including potentially seeking to reduce employment costs. Employment costs at the Hobart Factory constitute about [REDACTED] of the operational costs associated with the manufacturing of gumboots. Based on the analysis we have undertaken to date, we consider that the required cost savings could be achieved in one or both of the following ways:

(i) Altering our shift pattern such that there is no longer an afternoon shift. Employees currently performing work on an afternoon shift would potentially be engaged to perform work on the day shift to a greater extent. Blundstone would consult affected employees before implementing any such proposed changes. Blundstone anticipates that such a change may impact employees in at least the following ways:

- (A) Firstly, it may reduce their earnings, because they would no longer have the benefit of the shift loading payable under the Hobart EA (and proposed under the New Hobart EA) for afternoon shifts. The proportion of employees affected in this way and the extent of any such reduction would depend on the alternative working pattern implemented by Blundstone, which has not yet been determined.
- (B) Further, it would disrupt the personal routines and lifestyles of at least some of the affected employees. The current shift pattern is long-standing and many of the employees have been employed by Blundstone in the Hobart Factory for a significant period of time. The average length of service of current employees covered by the Hobart EA is 10 years and the range of service extends up to 30 years.
- (ii) Revisiting the terms of the New Hobart EA, with a view to revising Blundstone's position as to the terms and conditions it can offer. Specifically, Blundstone would consider how it can introduce new flexibilities and / or reduce costs flowing from the terms of the proposed agreement, including the base rates of pay. For example, Blundstone may need to revise its position regarding the increase previously offered for the first year of the agreement (i.e. 5.5%) and subsequent years.



Rhiannon Carr

Date: 31 January 2024



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Blundstone Australia Pty Ltd
(AG2021/6460)

BLUNDSTONE AUSTRALIA PTY LTD (HOBART SITE) - CFMMEU MANUFACTURING DIVISION ENTERPRISE AGREEMENT 2021

Textile industry

DEPUTY PRESIDENT YOUNG

MELBOURNE, 4 AUGUST 2021

*Application for approval of the Blundstone Australia Pty Ltd (Hobart Site) - CFMMEU
Manufacturing Division Enterprise Agreement 2021.*

[1] Blundstone Australia Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Blundstone Australia Pty Ltd (Hobart Site) - CFMMEU Manufacturing Division Enterprise Agreement 2021* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Employer has requested that the Commission exercise the discretion available to it under s 586(a) of the Act to allow a correction or amendment to the proposed Agreement. The correction involves an amendment to clause 11.4 of the Agreement. It is submitted that clause 11.4 of the Agreement incorrectly references clause 39 of the *Textile, Clothing, Footwear and Associated Industries Award 2020* (Award) and should reference clause 28 of the Award.

[3] I am satisfied that it is appropriate for the Commission to exercise the discretion available to it to correct the Agreement in the manner proposed on the basis that the correction is administrative in nature only, and simply to ensure the Agreement accurately reflects what was agreed to and approved by the parties and the employees who voted to approve the Agreement.

[4] The Construction, Forestry, Maritime, Mining and Energy Union has provided a revised copy of the Agreement that contains the amended correction. It will now be published on the Commission's website in place of the copy that was submitted to the Commission at the time the application was made.

[5] On the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, and 188 as are relevant to this application for approval have been met.

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[2021] FWCA 4752

[6] The Construction, Forestry, Maritime, Mining and Energy Union, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[7] The Agreement was approved on 4 August 2021 and, in accordance with s 54, will operate from 11 August 2021. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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Annexure A

BLUNDSTONE AUSTRALIA PTY
LTD (HOBART SITE)

Blundstone Australia Ply Ltd (Hobart Site) – CFMMEU Manufacturing Division Enterprise
Agreement 2021

Annexure A

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Attachment A - TEXTILE, CLOTHING, FOOTWEAR AND ASSOCIATED INDUSTRIES AWARD
2020

Attachment B - RATES OF PAY, CLASSIFICATIONS AND SKILL LEVELS

Annexure A

1. TITLE

This Agreement is to be known as the Blundstone Australia Pty Ltd (Hobart Site) – CFMMEU Manufacturing Division Enterprise Agreement 2021.

2. WHO THIS AGREEMENT APPLIES TO

This Agreement applies to and is binding on:

- Blundstone Australia Pty Ltd (ABN 60 009 475 852) herein after referred to as "the Company", 88 Gormanston Rd, Moonah, Tasmania 7009 in respect of all employees who are engaged in job classifications covered by this Agreement and who are employed by the Company at these locations and any other business locations/operations that the Company may transfer to and/or establish anywhere in Australia, and on
- Construction, Forestry, Maritime, Mining and Energy Union – Manufacturing Division (CFMMEU – Manufacturing Division).

3. DEFINITIONS

Agreement means the Blundstone Australia Pty Ltd (Hobart Site) – CFMMEU – Manufacturing Division Enterprise Agreement 2021, made and registered in accordance with the Fair Work Act 2009.

Employer means the Company.

Company means Blundstone Australia Pty Ltd (Hobart Site).

Employees means all present and future employees of the company who are members or eligible to be members of the Union, and **Employee** means any one member of this group.

FWC means the Fair Work Commission, an industrial body established pursuant to the Fair Work Act 2009 (including without limitation, any successor or replacement body, organisation or tribunal), however described

NES means the National Employment Standards established under the Fair Work Act 2009.

TCFA Award 2020 means the Textile, Clothing, Footwear and Associated Industries Award 2020.

CFMMEU – Manufacturing Division or Union means the Construction, Forestry, Maritime, Mining and Energy Union – Manufacturing Division, an organisation registered under the Workplace Relations Act 1996.

The Act means the Fair Work Act 2009 (as amended from time to time).

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4. RELATIONSHIP TO AWARD, THE NATIONAL EMPLOYMENT STANDARDS AND OTHER CONDITIONS

4.1 Relationship to TCFA Award and the National Employment Standards

- 4.1.1 This Agreement, together with the Textile, Clothing, Footwear and Associated Industries Award 2020 ("the TCFA Award") and the National Employment Standards ("NES") is intended to establish the relevant pay rates and terms of employment for employees of the Employer covered by its terms.
- 4.1.2 The terms of the TCFA Award, are contained at Attachment A to this Agreement. Attachment A is incorporated into this Agreement and will operate in conjunction with other provisions of this Agreement. If an incorporated TCFA Award term in Attachment A is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated TCFA Award term to the extent of the inconsistency. Every reference in Attachment A to "an employer" shall be construed as a reference to the Employer covered by this Agreement.
- 4.1.3 Despite clause 4.1.1 any "flexibility term" as defined in the Fair Work Act 2009 ("the Act") that is contained in Attachment A is not incorporated into this Agreement.
- 4.1.4 Any variations to the TCFA Award, or any provisions of a successor award to the TCFA Award, and which is more beneficial to an employee than a provision of this Agreement will apply to, and bind the employer and will apply as a term of this Agreement.
- 4.1.5 In this Agreement, subject to clause 4.1.3 and 4.1. 4, references to the TCFA Award shall mean the TCFA Award as incorporated into the Agreement.
- 4.1.6 Upon incorporating the TCFA Award terms into the Agreement, the incorporated TCFA Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of the TCFA Award. So, for example, the loadings, penalties and allowances in the TCFA Award apply to the rates of pay due under the Agreement, not the TCFA Award rate.

4.2 Relationship to other conditions, earnings and national standards

- 4.2.1 The earnings or conditions of employment of any employee will not be reduced or diminished as a consequence of the making of this Agreement. Further, existing over TCFA Award payments, terms and conditions of employment shall continue to apply as if they were a term of this Agreement except where the terms of this Agreement expressly provide otherwise.
- 4.2.2 No worker will suffer a reduction in any test case standards (including any future decisions) of the Fair Work Commission (including a successor body or replacement organisation or tribunal, however described) including, but not limited to, in regard to hours of work, annual leave, long service leave, personal leave, compassionate leave, parental leave, work and family provisions and termination, change and redundancy provisions. For the avoidance of doubt the term 'test case standards' includes any enhancement of condition/s arising from the Fair Work Commission reviewing and determining the appropriate minimum conditions of modern awards, either as part of statutory 4 yearly reviews or otherwise.

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- 4.2.3 There will be no instance during the operation of this Agreement where the rates of pay in the TCFA Award (or should minimum rates of pay be no longer contained in the TCFA Award, the replacement minimum legal rates of pay applicable in the textile, clothing or footwear industry) will exceed those contained in this Agreement. The wages and allowances paid under this Agreement will always equal or better those of the TCFA Award (or should minimum rates of pay be no longer contained in the TCFA Award, the replacement minimum legal rates of pay applicable in the textile, clothing or footwear industry).
- 4.2.4 For the avoidance of doubt, provisions in this Agreement which deal with matters covered by the NES, and which provide more beneficial condition/s to an employee than those provided by the NES will continue to apply.
- 4.2.5 Without limitation, any increase in, or enhancement to statutory minimum conditions, and/or any increase in, or enhancement in provisions as a result of any decision of the Fair Work Commission affecting conditions of employment having general application throughout the TCFA industry will apply to employees covered by this Agreement.

5. OPERATION OF THIS AGREEMENT

This Agreement will operate from 7 days after the Agreement is approved by the Fair Work Commission. The nominal expiry date is 30 June 2023.

6. NO EXTRA CLAIMS

- 6.1 This Agreement is a comprehensive Agreement and covers all wages and conditions of employment or other matters or claims regarding the employment by the Company of employees covered by this Agreement, except as otherwise provided for by this Agreement
- 6.2 During the nominal period of this Agreement the persons covered by this Agreement agree not to pursue any extra claim except for any wage increase/s that arise from any underpayment arising from a breach of an industrial instrument/ statute or as otherwise provided for by this Agreement

7. INDIVIDUAL FLEXIBILITY AGREEMENT

- 7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- substitution of rostered day off.
- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3 The employer must ensure that the agreement between the employer and the individual employee must:

Annexure A

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1;
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - (c) be about permitted matters under section 172 of the Fair Work Act 2009; and
 - (d) not include a term which would be an unlawful term under section 194 of the Fair Work Act 2009.
- 7.4 An individual flexibility agreement cannot be made so as to affect the provisions of Schedule F – Outwork and Related Provisions
- 7.5 The employer must ensure that the agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this Agreement that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employees terms and conditions of employment and
 - (e) state the date the agreement commences to operate.
- 7.6 The employer must ensure that a copy of the agreement is given to the employee within 14 days after it is agreed to and keep the agreement as a time and wages record.
- 7.7 Except as provided in clause 7.5(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee
- 7.8 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.9 The employer must give the employee up to seven working days to enable the employee to seek advice, where appropriate, from the employee's union.
- 7.10 The employer must ensure that the agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee

Annexure A

- 7.11 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

8. SHIFT PENALTY AND ROSTERED DAYS OFF

- 8.1 Shift Penalty
The shift penalty paid to employees working a morning or afternoon shift shall be 20%.
- 8.2 Rostered days off
The Company will provide a system of rostered days off (RDOs). This system will be based on the provision of 12 RDOs each calendar year. The operation of the RDO system will be in accordance with clause 17 of the TCFA Award of Attachment A.

9. MEAL BREAKS

Meal intervals of 30 minutes must be allowed each shift or day. No employee will be required to work for more than 5 hours without a meal break.

10. REST BREAKS

An employer must provide each employee with two paid 10 minute rest periods per day not being adjacent to starting and/or finishing times, one of which will occur in the work period prior to the employee's main meal break, and the second to occur in the work period after the employee's main meal break.

Without denying any paid rest break the company, in consultation with employees may alter the time the 10 minute paid rest break is taken.

Upon introduction of the additional paid rest break under this agreement, employees working time on each day/shift will be reduced by 10 minutes without any loss of pay

11. OVERTIME ARRANGEMENTS/MEAL ALLOWANCE

- 11.1 On normal rostered days, the company will pay employees a meal allowance if they work overtime in excess of one hour.

The meal allowance shall be \$16.89. The meal allowance will increase annually at the same percentage rate and effective date as pay rates in accordance with clause 13.1.

(Rate will be \$18.82 effective from 1 July 2021)

(Rate will be \$19.38 effective from 1 July 2022)

- 11.2 For overtime worked Monday to Saturday (exclusive of public holidays) the first two hours will be paid at 150% of the hourly rate and thereafter 200% of the hourly rate.

- 11.3 Saturday overtime
Unless otherwise agreed between the employee, the union and the company, Saturday overtime will be worked between 6am and 12 noon inclusive of two paid 10 minute rest periods (ie. 6 hours pay at overtime rates).

Annexure A

11.4 All other provisions of clause 28 - Overtime of Attachment A will continue to apply.

12. CASUALS

12.1 A casual employee is an employee who is engaged in relieving work or work of a casual, irregular or intermittent nature, but does not include an employee who could properly be classified as full-time or part-time employee.

12.2 A casual employee must be notified at their initial engagement of their employment category and when their employment status changes.

12.3 Casual employees are entitled to penalty payments for overtime, shift work and work on public holidays in accordance with the provisions of the TCFA Award as they apply to permanent employees.

12.4 The Company commits to limit the use of casual employees to be consistent with Clause 12.1 in all instances. Upon request, the company shall advise the State Secretary of the CFMMEU – Manufacturing Division at the first possible opportunity of arrangements under which casuals are engaged including the numbers, areas, and classifications of employees involved. A casual employee will be employed under one of the following arrangements:

12.4.1 If employed directly by the company a casual employee shall be employed for a maximum period of six months.

12.4.2 After a six month period of casual employment the casual employee will convert to the status of an ongoing, permanent employee.

12.4.3 If the employee is employed via a labour hire agency the employee having completed a 6 month period of employment with the company, will be provided with an offer of converting to the status of an ongoing permanent Blundstone Australia Pty Ltd employee. If the employee refuses the offer, the employment period cannot be extended for more than a further three months. If the employee refuses an offer to convert to ongoing employment and remains working for a maximum of a further three months, at the expiration of the subsequent working period, Blundstone Australia Pty Ltd must direct the labour hire company to withdraw the services of the employee and not re-engage that employee on the Blundstone Australia site for a minimum three month period after the last day of work on the Blundstone Australia site.

12.4.4 Casual employees (direct and labour hire) under this arrangement will not be hired at a ratio greater than 1:7 to permanent employees. Where there are extenuating circumstances, such as a permanent employee being on extended leave, a sudden employee absence or an unexpected peak in workload of no longer than 10 days, the Company may increase the ratio for the duration of the circumstance. If further extensions are required the company will follow clause 12.4.5,

12.4.5 The company may, after written agreement from the union, extend the

Annexure A

ratio of casual to permanent employees and the length of time a casual employee is employed under this arrangement.

12.4.6 Under exceptional work circumstances a casual employee may be employed for a short term period confined to no more than 5 consecutive days work.

12.5 Upon a casual employee being converted to ongoing permanent employment under any of the arrangements in 12.4.1 -12.4.6, the original date of engagement being the first day of casual work will be recognised as the first day of employment for the accrual of all entitlements and contingent entitlements for all purposes.

12.6 All other award conditions as specified in clause 11 of the TCFA Award apply.

13. RATES OF PAY, CLASSIFICATIONS AND SKILL LEVELS

13.1 Rates of Pay and Classification/Skill Level

Employees will be paid an ordinary hours wage for their classification and skill level according to the rates of pay, classifications and skill levels set out in Attachment B to this Agreement. The terms of Attachment B are incorporated into and form part of this Agreement.

In addition to pay rates applicable on 30 June 2021 wage increases will be paid as follows;

- 3% effective 1 July 2021
- 3% effective 1 July 2022

All allowances paid on the site will increase on the same date and by the same percentage as the wage increases under this agreement.

Employees will be paid fortnightly.

13.2 All certified forklift drivers will be classified as Skill Level 3a under this agreement.

14. ANNUAL LEAVE

Annual leave is in accordance with the TCFA Award 2020, NES and as follows;

14.1 The Company may arrange annual leave with employees to optimise employee preference while ensuring operational requirements are met on the site if the employee is an ongoing permanent Blundstone Australia Pty Ltd employee.

14.2 In respect of any closedown of the factory in the second half of the year other than Christmas shut down, the company will seek the views of affected employees before finalising the declared dates. In the absence of a compelling reason to do otherwise such as operational efficiency, customer satisfaction or meeting family obligations for a minority of employees, the views of the majority will determine the dates that the factory will be closed down. Company management will provide with a minimum three months' notice to relevant employees.

Annexure A

- 14.3 Each employee is entitled to take their annual leave in a minimum of three blocks throughout the year with each block being a minimum of a week inclusive of public holidays.
- 14.4 The Company guarantees that one of the three blocks of annual leave pursuant to clause 14.3 will be taken over the Christmas/New Year period. This block of leave will be synchronised with public holidays so that a continuous period of leave is effected with employees receiving a minimum of one week's annual leave in addition to public holidays during this block.
- 14.5 Employees are entitled to at least one block of annual leave of 2 weeks duration each year inclusive of public holidays.
- 14.6 Employees with family responsibilities may request 2 weeks annual leave in addition to the Christmas public holidays at Christmas. The Company will genuinely consider the request and not unreasonably withhold agreement. When setting the Christmas block dates, the Company will consider and take into account the effect on workers with family responsibilities.

15. PERSONAL/CARER'S LEAVE

Personal/Carer's leave is provided for in the NES and as follows;

- 15.1 The amount of leave available
For each year of service with the Company an employee is entitled to 10 days (76 hours), or pro rata in the event of part-time employment of paid personal/carer's leave with the full 10 day entitlement accruing on the anniversary date of the employee's commencement date each year and accumulates from year to year.
- 15.2 Single day absences
The Company will grant employees the right to utilise single day absences without the need to provide a medical certificate or a statutory declaration in support of their claim.

16. LONG SERVICE LEAVE

Except as otherwise provided by this clause, employees will be entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1976 (Tasmania) as amended from time to time. Employees with 7 years of service are entitled to long service leave on a pro-rata basis.

17. PARENTAL LEAVE

Parental leave is provided for in the NES and as follows;

- 17.1 Employees who have or will have completed 12 months of continuous employment at the date of commencing parental leave, are entitled to take a period of parental leave.
- 17.2 Where there is no government paid parental leave program that the employee is able to access, the employee shall be paid for the first fourteen weeks of parental leave at the

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Skill Level 1 rate in accordance with Attachment B.

- 17.3 Where there is a government paid parental leave program in place, the employee is entitled to be paid an additional 12 weeks pay at Skill Level 1 rate beyond the period of entitlement under the government program.
- 17.4 All periods of paid and unpaid parental leave are to be counted as time worked for accrual for long service leave and redundancy.
- 17.5 The employee shall have the opportunity to return to work on a mutually agreeable part-time basis after parental leave. The agreed arrangement will be facilitated up to and including the 52nd week after the date of birth or adoption of the child.
- 17.6 Continuous employment includes all periods of paid and unpaid leave granted by the company

18. REDUNDANCY

Redundancy is provided for in the NES and as follows;

- 18.1 The Company recognises the serious consequences that the loss of ongoing employment can have on individual employees and proposes to reduce these consequences in the manner set out in this agreement. The company acknowledges that the provisions of this clause including those contained in 18.4 are the minimum that would apply in the case of redundancy and that employees and the union may in the case of genuine redundancy negotiate improved provisions to apply.

18.2 Consultation and Provision of Information

As soon as the company has made a definite decision that it no longer requires certain jobs to be performed by anyone it will advise the employees directly affected and hold discussions with employees and the Union.

Prior to the discussions taking place the company will provide, in writing, to employees and the Union:

- all relevant information about the redundancies
- the reasons for the redundancies
- the number of employees involved
- the skill level classifications of the employees involved
- the number of employees normally employed
- the period over which the redundancies will occur

The discussions will cover the reasons for the redundancies consideration of measures to avoid the redundancies and any measures that might be taken to mitigate any adverse effects on the employees involved.

18.3 Voluntary Redundancy

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18.3.1 In the event that redundancies cannot be avoided the company must call for volunteers for redundancy. The company may reject a volunteer for redundancy on the ground that the company's production needs require the retention of the employee's skills and experience.

18.3.2 In the event of insufficient volunteers, the company will institute a fair selection process including but not limited to considering the skill level classification of employees and the ongoing production needs of the company.

18.4 Severance Pay

18.4.1 The period of notice for those employees subject to redundancy is as follows;

Period of Continuous Service	Period of notice
0-1 year	1 week
Up to 2 years	2 weeks
Up to 3 years	3 weeks
Up to 5 years	4 weeks
5 years or more	4 weeks

18.4.2 Employees made redundant will be paid the following amount of severance pay:

Period of Continuous Service*	Severance Pay
Less than 1 year	1 week
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 10 years	2 weeks per completed year of service
10 years and less than 20 years	2.5 weeks per completed year of service
20 + years	3 weeks per completed year of service

* Continuous service is defined in clause 17.6

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- 18.5 Additional severance pay if over 45 years of age
Employees who are over 45 years of age and who have completed at least 2 years continuous service with the Company will have the amount of severance pay set out in the table above increased by 1 week.
- 18.6 Payment of accrued Long Service Leave on redundancy
In addition to severance pay at clause 18.4.2 employees made redundant will be paid pro rata accrued long service leave after 7 years service.
- 18.7 Annual leave
Payment of accrued and pro-rata annual leave will be paid. Annual leave loading will be paid on all untaken accrued leave.
- 18.8 Assistance to employees
Where a decision to proceed with redundancies and terminate employees is finally implemented the company will notify an appropriate employment placement service of the number and job categories of the employees made redundant and the period over which the resultant terminations will occur.
- During the period of notice of termination given by the Company as a consequence of an employee's position being declared redundant the employee will be allowed up to 1 day in each week of the notice period as time off with pay for the purpose of seeking other employment.
- 18.9 Certificate of Service
The Company will provide each employee made redundant with a Certificate of Service relating to their employment.
- 18.10 Statement of entitlements
Employees will receive an itemised statement of all payments when they leave the organisation.
- 18.11 Superannuation
Superannuation will be paid in accordance with legislation.
- 18.12 Centrelink notification
The Company shall notify Centrelink and provide relevant information including the number of categories of employees likely to be effected by the redundancy.

19. DISPUTES PREVENTION AND SETTLEMENT PROCEDURE

- 19.1 This dispute/grievance resolution procedure applies to;
- (a) matters arising under this Agreement
 - (b) the National Employment Standards (NES) as they apply to employees covered by the agreement (including ss.65(5) and 76(4) of the Fair Work Act 2009 which deal with requests for flexible working arrangements and extending periods of unpaid parental leave) and;

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(c) any other matter which pertains to the relationship between the employer and an employee/s and/or the relationship between the Employer and the union (CFMMEU – Manufacturing Division) covered by this agreement.

- 19.2 For the avoidance of doubt this includes but is not limited to the express terms of this agreement, the incorporated instrument/s and the General Protections provided in the Fair Work Act 2009.
- 19.3 Where an individual employee or group of employee/s in dispute or has a grievance with the employer, they have the right to consult in paid time with and be represented by their choice of union delegate, shop steward and/or union official or such other representative as is requested by each employee. Representation may occur at any stage of the dispute/grievance, including the raising of such dispute/grievance under this procedure.
- 19.4 Once a matter is raised in accordance with this clause the Employer must advise the employee or employees affected of all their rights to representation under this clause. An employee may elect to take up that right at any time. The representative may request reasonable access to all relevant documents and materials, including documents and/or materials held in electronic form. The company will not unreasonably withhold such materials.
- 19.5 In the event of a dispute/grievance in relation to any matter provided for under this clause, the following procedure applies:
- 19.5.1 Where the dispute/grievance is between an individual employee or group of employees and the Employer, in the first instance, an attempt will be made to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute/grievance, discussions will be held between the employee or group of employees concerned and more senior levels of management as appropriate.
- 19.5.2 Where the dispute/grievance is between the CFMMEU – Manufacturing Division and the Employee, in the first instance, the CFMMEU – Manufacturing Division or the Employer will formally raise the matter with the other party and an attempt will be made to resolve the matter.
- 19.5.3 If a dispute/grievance in relation to a matter arising under this clause is unable to be resolved in the first instance under 19.5.1 or 19.5.2 above, the dispute/grievance may be referred by any party to a dispute/grievance to FWC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, by arbitration. Once a matter is so referred, FWC may use any of its powers (including procedural powers and powers under section 739(4) of the FWC) to ensure the settlement of the dispute/grievance.
- 19.6 Subject to appeal rights under the Fair Work Act 2009 the parties to the dispute/grievance agree to be bound by the decision of FWC.
- 19.7 Except in the case of an occupational, health or safety issue, existing work arrangements will

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continue as normal and the status quo maintained whilst the dispute/grievance is being dealt with. The fact that work continues shall not prejudice the employee, the Employer or the CFMMEU – Manufacturing Division.

20. EMPLOYEE REPRESENTATION

Preamble

The employer recognises the right of employees to exercise their rights to be a union member and the rights of the union to represent employees and advocate on their behalf. The terms Delegate and Shop Steward are interchangeable.

Rights of Shop Stewards/Delegates

The employer will treat Shop Stewards/Delegates fairly and allow them to perform their role as union delegate without any discrimination in their employment. The employer recognises and respects that union delegates are legitimate representatives of union members in their workplace.

The employer will grant delegates reasonable paid time off work as follows;

- To conduct meetings with employees in the workplace in respect to an alleged dispute/grievance
- To have access to and assistance from a representative of the union;
- To meet a union representative in relation to any work matter;
- Represent, consult and, advocate on behalf of employees in paid time;
- Represent the interests of members to the employer and industrial tribunals
- Shop stewards meetings every 6 weeks;
- Prepare and attend consultative committee meetings;
- Prepare for and participate in collective bargaining on behalf of those they represent
- Participate in consultations and access to reasonable information about the workplace and business;
- Reasonable time during normal working hours to consult with union members;
- Reasonable time off to attend accredited union education;
- Participate in meetings with union representatives and management and;
- Reasonable time off to participate in the operation of the union.

An employee who is elected or appointed in accordance with the rules of the union as a delegate to or member of the National Council or the National Executive or a Branch Annual Conference or a Branch Committee of Management shall be granted leave of absence without pay to attend any meeting of the same which she/he is entitled to attend provided that reasonable notice has been given to the employer.

Induction

A union official and/or delegate will have access in paid time to meet and be introduced to any employee within the first week (or such other time as agreed with the union) of their employment.

Union rights

An official and/or officer of the CFMMEU – Manufacturing Division (who may also be accompanied by an interpreter/s) may, following notification to the employer of the timing and purpose of the visit, enter the employer's premises at any time during working hours for purposes connected to the agreement including

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- consultation with persons covered by the agreement about their rights and obligations under the agreement;
- consultation with persons covered by the agreement about the operation of the agreement;
- to deal with dispute/grievance arising under the agreement;
- to consult with employees about the negotiation of a replacement agreement;
- to negotiate a replacement collective agreement with the employer;
- to participate in induction meetings for new employees and;
- for any other purpose connected to the work of the employees covered by this agreement or the relationship between the CFMMEU – Manufacturing Division and employer

Notwithstanding any other provision of this agreement, an official of a union covered by this agreement may enter premises where work is done under this agreement in order to carry out duties or functions under this agreement, or otherwise with the consent of the employer.

For the avoidance of doubt, this right of entry does not extend to any entry which is made:

- (a) for a purpose referred to in s.481 of the Fair Work Act 2009 "the Act" which deal with investigation of suspected contraventions;
- (b) for a purpose referred to in Chapter 3, Part 3-4, Division 2, Subdivision AA of the Act which deal with suspected contraventions relating to TCFA Outworkers
- (c) to hold discussions of a kind referred to in section 484 of the Act; or
- (d) in order to exercise a State or Territory OHS right.

Such entry must be in accordance with Part 3-4 of the Act (which deals with right of entry).

Training

For the purpose of this clause Delegates, Shop Stewards, Consultative Committee Representatives and Occupational Health and Safety Representatives are all entitled to access training as per this clause.

The employer agrees that union delegates will be able to attend 5 paid days per year of trade union training. The union will advise the employer in writing not less than 14 days prior to the proposed training and will include in the notification the nature and duration of the training.

Such leave will count as service for all purposes.

Number of Shop Stewards

The number of Shop Stewards for which the employer is obliged to provide leave under (above clause number) is as follows;

Number of employees employed by the employer in an enterprise or workplace	Maximum number of eligible employee representatives entitled per year
--	---

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5-15	1
16-30	2
31-50	3
51-90	4
More than 90	5

Any employee on leave approved in accordance with this clause shall be paid all ordinary time earnings which normally become due and payable during the period of leave.

In the event that a scheduled rostered day off or annual leave day falls within a period of leave pursuant to this clause the Shop Steward will be entitled to take the rostered day/s or annual day/s (whichever apply) at another mutually agreed time.

Any representative working an afternoon or night shift prior to the commencement of training shall be entitled to be released from their normal work arrangements with pay to ensure they have a minimum 10 hour break prior to training commencing. Such time is in addition to the training leave provisions of this clause.

Communication

Delegates/Shop Stewards will be provided with reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with employees and the union.

Union information/notices will be placed on notice boards in a prominent location in the workplace/work areas.

Where there is several distinct work areas there will be a union notice board in each area.

Union meetings

Each quarter the union may convene a meeting at a mutually agreeable time of union members for up to 30minutes duration during working hours on each shift and where applicable, each site at each workplace. The meetings will be held in paid time.

For the avoidance of doubt, union officials/officers/representatives/interpreters may enter the premises where work is done under this agreement in order to convene meetings under this clause.

21. CONSULTATION

If the employer is seriously considering workplace change that is likely to have a significant effect on the employees covered by this agreement the employer must consult with the union, or any other nominated representative, and any employees who will be affected by the decision.

Significant effects include termination of employment changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure the alteration of hours of work or regular roster, the need for retraining or

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transfer of employees to other work locations; the restructuring of jobs and, changes to the legal or operational structure of the employer or business.

As soon as practicable the employer must discuss with the union, or any other nominated representative, and relevant employees the introduction of the change and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change.

For the purposes of the discussion the employer will provide the union, or any other nominated representative, and relevant employees in writing;

- (a) all relevant information about the change including the nature of the change proposed and;
- (b) information about the expected effect of the change on the employees including number of the employees affected; the classification of the employees; identify the work areas affected; the proposed timing of the change; and any other matters likely to affect the employees including any impact on their entitlements.

The employer will provide an opportunity for employees to meet with the union, or any other nominated representative in paid time to discuss the proposed change and provide reasonable time and opportunity for employees and the union, or any other nominated representative, to consider the proposed change.

For a change to regular roster or ordinary hours of work, in addition to the above requirements, the employer must invite the relevant employees, the union, or any other nominated representative, to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities.)

The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees, union and/or any other nominated representative.

As soon as a final decision has been made, the employer must notify the union, employees affected, and any other nominated representative, in writing and explain the effects of the decision.

22. UNION FEES

The company will provide payroll deductions facilities for employees for the direct payment of union dues.

23. OCCUPATIONAL HEALTH AND SAFETY

The company will provide 2 sets of warm weather clothing in October each year and 2 sets of cold weather clothing in March each year to all permanent Blundstone employees who have completed their probationary period. These will include for warm weather; polo shirts and shorts/workpants and for cold weather; jackets, fleece pullovers and workpants/tracksuit pants. The company will provide safety boots and replace as necessary based on wear and tear. As safety boots are provided employees are required in normal circumstances to wear them.

All employees on site, including casual employees and those completing their probationary period, will be provided with all necessary safety and protective clothing and footwear required for the job.

If during the course of an employee's employment medical aids that are medically required to be

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worn/used by the employee are damaged the company will cover the amount necessary of the cost of replacement/ repair to ensure the employee is not out of pocket.

24. DOMESTIC/FAMILY VIOLENCE LEAVE

- 24.1 The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to employees who experience domestic or family violence, as defined in Family Violence Act 2004 (Tas) as amended from time to time.
- 24.2 An employee is entitled to up to 10 days Family Violence Leave per calendar year in relation to matters arising from family violence, including but not limited to medical or counselling appointments, accessing legal advice or attending legal proceedings, organising alternative accommodation and/or care or education arrangements for any person who is a dependant of the employee. Family Violence Leave is in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day. The employee is not required to exhaust other leave entitlements before accessing Family Violence Leave.
- 24.3 An employee may access personal leave to support a person experiencing family violence in relation to matters arising from family violence. Support includes, but is not limited to, accompanying or assisting in relation to any of the matters listed above and providing care for the person's dependents.
- 24.4 The Employer may require the employee to provide evidence that would satisfy a reasonable person that the employee or a person whom the employee will support, is experiencing family violence. Evidence includes, but is not limited to documents issued by Police Service, a Court, a medical or health practitioner, a lawyer and/or by agreement between the Employer and the employee, an employee can provide a statutory declaration as evidence.
- 24.5 No adverse or disciplinary action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- 24.6 All personal information concerning family violence will be kept confidential and no information will be kept on an employee's personnel file without their express written permission.
- 24.7 Subject to operational requirements, the Employer will approve any reasonable request from an employee experiencing family violence for flexible working arrangements which may include, but is not limited to changes to hours of work and/or work location

Annexure A

25. SIGNATORIES

Signed on behalf of BLUNDSTONE AUSTRALIA PTY LTD (HOBART SITE)

Signature


.....

Print Name

MICHAEL GORZI
.....

Address

88 GORMANSTON RD MOORAH, TAS.
.....

Position

GROUP HR MANAGER
.....

Date

29.7.2021
.....

Signed on behalf of the CONSTRUCTION, FORESTRY, MARITIME, MINING AND ENERGY UNION
– Manufacturing Division

Signature


.....

Print Name

SCOTT McLEAN
.....

Address

391 WESTBURY RD. LTON
.....

Position

DISTRICT SECRETARY
.....

Date

29.07.2021.
.....

Annexure A

ATTACHMENT A

TEXTILE, CLOTHING, FOOTWEAR AND ASSOCIATED INDUSTRIES AWARD 2020

Annexure A

ATTACHMENT B

RATES OF PAY, CLASSIFICATIONS AND SKILL LEVELS

RATES OF PAY

Skill Level	Minimum weekly wage rate (effective from 1 July 2021)	Minimum weekly wage rate (effective from 1 July 2022)
Level 1 (for purposes of parental leave)	\$895.19	\$922.05
Level 2	\$936.13	\$964.21
Level 3	\$974.20	\$1003.43
Level 3(a) (Forklift Operator)	\$979.02	\$1008.39

Pay rates are applicable on the dates specified in the table and will be paid from the first period commencing on or after the dates specified.

CLASSIFICATIONS

From 1st July 2012 the parties have adopted a Skill Level Structure as follows:

Skill Level	Skill Held & Used
1	Up to 3 Basic Machine or Non-machine tasks
2	Up to 3 Intermediate Machine tasks or 4 or more Basic Machine or Non-machine tasks
3	Up to 3 Complex Machine or Non-machine tasks or 4 or more Intermediate Machine or Non-machine tasks
3A	Forklift Operator

Annexure A

Textile, Clothing, Footwear and Associated Industries Award 2020

Schedule A- Classifications/Skill Levels

Skill Level 2

Employees at this level exercise the skills required to be graded at Skill Level 1 and will:

- work to defined procedures/methods, either individually or in a team environment; and
- exercise the skills to perform intermediate tasks; and
- understand and apply quality control skills in their own work and component parts (including understanding of the likely cause/s of deviations to specified quality standards in their own work).

In addition, according to the needs and operational requirements of the enterprise, employees at this level may be required to:

- exercise the skill necessary to assist in providing on the job instruction to employees in skills required at Skill Level 2 and below by way of demonstration and explanation;
- record detailed information on production and/or quality indicators as required;
- exercise team work skills;
- identify and rectify minor equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor;
- exercise basic computer skills; and
- commence training in additional skills required to advance to a higher skill level.

Skill Level 3

Employees at this level exercise the skills required to be graded at Skill Level 2 and will:

- exercise discretion, initiative and judgment on the job in their own work, either individually or in a team environment;
- exercise skills to perform a complex task/s or perform a series of different operations on a machine/s or use a variety of machine types three of which require the exercise of Level 2 skills; and
- be responsible for quality assurance in their own work and assembly of component parts including having an understanding of how this work relates to subsequent production processes and its contribution to the final appearance of the garment.

In addition, according to the needs and operational requirements of the enterprise, employees at this level may be required to:

- investigate causes of quality deviations to specified standards and recommend

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preventative action;

- exercise the skills necessary to assist in providing on the job instruction to employees in skills required at Skill Level 3 and below by way of demonstration and explanation;
- record detailed information on, and recommend improvements to, production and/or quality;
- take a co-ordinating role for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 3 and below;
- exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults); and/or
- commence training in additional skills required to advance to a higher skill level.

Skill Level 4

Employees at this level exercise the skills required to be graded at Skill Level 3 and have a comprehensive knowledge of product construction.

Employees at this level will also:

- apply skills and knowledge, equivalent to that of a qualified tradesperson, that have been acquired as a result of training or experience; or
- hold a relevant trade certificate; and
- work largely independently (including developing and carrying out of a work plan to specifications); and
- exercise a range of skills involving planning, investigation and resolution of problems, and/or training, and/or supervision, and/or specialised technical tasks; or
- make a whole garment to specifications, or exercise equivalent skills.

In addition, according to the needs and operational requirements of the enterprise, employees at this level may:

- be required to apply quality control/assurance techniques to their work group or team;
- have designated responsibility for the training of other employees (and if so will be trained trainers);
- be responsible for quality and production records relating to their own work group or team;
- be required to take a co-ordinating role for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of

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others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 4 and below;

- be required to exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults and organisation or performance of necessary repair); and/or
- commence training in additional skills required to advance to a higher skill level.

Skill Level 5

Employees at this level exercise the skills necessary to be graded at Skill Level 4 and have a comprehensive knowledge of enterprise products and processes and are principally engaged in specialist tasks.

An employee at this level will also:

- apply specialised technical knowledge beyond that of Skill Level 4 to specific task(s) in the product development or production, or production support, training or supervisory field;
- perform at least one of the following activities:
 - consult/liaise with relevant personnel;
 - contribute to product development or production planning; and/or
 - liaise with clients/customers, internal or external;
- work independently to a general work plan or outcome sought, either individually or in a team environment;
- understand and implement quality control techniques and in the course of their work may:
 - make contributions in the diagnosis of quality variations; and/or
 - make or recommend adjustments to maintain quality standards;
- understand and apply workplace health and safety policies and procedures to work activities;
- exercise the skills associated with Skill Level 4 and perform on or more of the following Team Leader activities:
 - allocate and determine work priorities;
 - inspect and ensure the quality of work undertaken by employees;
 - implement and monitor occupational health and safety policies and procedures;

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ensure labour, materials and equipment are available and used efficiently and, where appropriate, property maintained;

prepare and maintain records and incident reports; and/or

exercise judgment and provide advice on matters requiring the application of the employee's skill and knowledge;

- in addition to the other required skills, an employee at this level may also:

exercise computer skills within the scope of their work;

assist with on the job training in combination with supervisors/trainers and/or

provide reports and feedback to workplace meetings.

These skill levels are to be read in conjunction with an explanation of the terms contained in Schedule B of the TCFA Award in Attachment A.

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BLUNDSTONE AUSTRALIA PTY LTD (HOBART SITE)

Blundstone Australia Pty Ltd (Hobart Site) – CFMMEU Manufacturing Division Enterprise Agreement 2023.

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Annexure B

1. TITLE

This Agreement is to be known as the Blundstone Australia Pty Ltd (Hobart Site) – CFMMEU Manufacturing Division Enterprise Agreement 2023.

2. WHO THIS AGREEMENT APPLIES TO

This Agreement applies to and is binding on:

- Blundstone Australia Pty Ltd (ABN 60 009 475 852), located at 88 Gormanston Rd, Moonah, Tasmania 7009 in respect of all employees who are engaged in job classifications covered by this Agreement and who are employed by the Company at this location and any other business locations/operations that the Company may transfer to and/or establish anywhere in Australia; and any other business locations/operations that the Company may transfer to and/or establish anywhere in Australia; and
- Construction, Forestry, Maritime, Mining and Energy Union – Manufacturing Division (CFMMEU – Manufacturing Division).

3. DEFINITIONS

Agreement means the Blundstone Australia Pty Ltd (Hobart Site) – CFMMEU – Manufacturing Division Enterprise Agreement 2023, made and registered in accordance with the Act.

Company means Blundstone Australia Pty Ltd (Hobart Site).

Employer means the Company.

Employees means all present and future employees of the company who are members or eligible to be members of the Union, and Employee means any one member of this group.

FWC means the Fair Work Commission, an industrial body established pursuant to the Fair Work Act 2009 (including without limitation, any successor or replacement body, organisation or tribunal), however described.

NES means the National Employment Standards established under the Act.

TCFA Award means the *Textile, Clothing, Footwear and Associated Industries Award 2020*.

Union means the Construction, Forestry, Maritime, Mining and Energy Union – Manufacturing Division

The Act means the Fair Work Act 2009 (Cth) (as amended from time to time).

4. RELATIONSHIP TO AWARD, THE NATIONAL EMPLOYMENT STANDARDS AND OTHER CONDITIONS

4.1. Relationship to TCFA Award and the NES

- 4.1.1. This Agreement, together with TCFA Award and the NES is intended to establish the relevant pay rates and terms of employment for employees of the Employer covered by its terms.
- 4.1.2. The terms of the TCFA Award, incorporated into this Agreement and will operate in conjunction with other provisions of this Agreement. If an incorporated TCFA Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated TCFA Award term to the extent of the inconsistency. Every reference in the TCFA Award to "an employer" shall be construed as a reference to the Company covered by this Agreement.
- 4.1.3. Despite clause 4.1.1 any "flexibility term" as defined in the Act that is contained in the TCFA Award is not incorporated into this Agreement.

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- 4.1.4. Any variations to the TCFA Award, or any provisions of a successor award to the TCFA Award, and which is more beneficial to an employee than a provision of this Agreement will apply to, and bind the employer and will apply as a term of this Agreement.
- 4.1.5. In this Agreement, subject to clause 4.1.3 and 4.1.4, references to the TCFA Award shall mean the TCFA Award as incorporated into the Agreement.
- 4.1.6. Upon incorporating the TCFA Award terms into the Agreement, the incorporated TCFA Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of the TCFA Award. So, for example, the loadings, penalties and allowances in the TCFA Award apply to the rates of pay due under the Agreement, not the TCFA Award rate.

4.2. Relationship to other conditions, earnings and national standards

- 4.2.1. The earnings or conditions of employment of any employee will not be reduced or diminished as a consequence of the making of this Agreement. Further, existing over TCFA Award payments, terms and conditions of employment shall continue to apply as if they were a term of this Agreement, except where the terms of this Agreement expressly provide otherwise.
- 4.2.2. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.2.3. No worker will suffer a reduction in any test case standards (including any future decisions) of the Fair Work Commission (including a successor body or replacement organisation or tribunal, however described) including, but not limited to, in regard to hours of work, annual leave, long service leave, personal leave, compassionate leave, parental leave, work and family provisions and termination, change and redundancy provisions. For the avoidance of doubt the term 'test case standards' includes any enhancement of condition/s arising from the Fair Work Commission reviewing and determining the appropriate minimum conditions of modern awards, either as part of statutory 4 yearly reviews or otherwise.
- 4.2.4. There will be no instance during the operation of this Agreement where the rates of pay in the TCFA Award (or should minimum rates of pay be no longer contained in the TCFA Award, the replacement minimum legal rates of pay applicable in the textile, clothing or footwear industry) will exceed those contained in this Agreement. The wages and allowances paid under this Agreement will always equal or better those of the TCFA Award (or should minimum rates of pay be no longer contained in the TCFA Award, the replacement minimum legal rates of pay applicable in the textile, clothing or footwear industry).
- 4.2.5. For the avoidance of doubt, provisions in this Agreement which deal with matters covered by the NES, and which provide more beneficial condition/s to an employee than those provided by the NES will continue to apply.
- 4.2.6. Without limitation, any increase in, or enhancement to statutory minimum conditions, and/or any increase in, or enhancement in provisions as a result of any decision of the Fair Work Commission affecting conditions of employment having general application throughout the TCFA industry will apply to employees covered by this Agreement.

5. OPERATION OF THIS AGREEMENT

This Agreement will operate from 7 days after the Agreement is approved by the Fair Work Commission. The nominal expiry date is 30 June 2025.

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6. NO EXTRA CLAIMS

- 6.1. This Agreement is a comprehensive Agreement and covers all wages and conditions of employment or other matters or claims regarding the employment by the Company of employees covered by this Agreement, except as otherwise provided for by this Agreement.
- 6.2. During the nominal period of this Agreement the persons covered by this Agreement agree not to pursue any extra claim except for any wage increase/s that arise from any underpayment arising from a breach of an industrial instrument/ statute or as otherwise provided for by this Agreement.

7. INDIVIDUAL FLEXIBILITY AGREEMENT

- 7.1. Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
 - substitution of rostered day off.
- 7.2. The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3. The employer must ensure that the agreement between the employer and the individual employee must:
 - a) be confined to a variation in the application of one or more of the terms listed in clause 7.1;
 - b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - c) be about permitted matters under section 172 of the Act; and
 - d) not include a term which would be an unlawful term under section 194 of the Act.
- 7.4. An individual flexibility agreement cannot be made so as to affect the provisions of Schedule F – Outwork and Related Provisions
- 7.5. The employer must ensure that the agreement between the employer and the individual employee must also:
 - a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - b) state each term of this Agreement that the employer and the individual employee have agreed to vary;
 - c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - d) detail how the agreement results in the individual employee being better off overall in relation to the individual employees terms and conditions of employment, and
 - e) state the date the agreement commences to operate.
- 7.6. The employer must ensure that a copy of the agreement is given to the employee within 14 days after it is agreed to and keep the agreement as a time and wages record.
- 7.7. Except as provided in clause 7.5(a), the agreement must not require the approval or consent of a person other than the employer and the individual employee
- 7.8. Where the Employer seeks to enter into an agreement, it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take

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measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

- 7.9. The Employer must give the employee up to seven working days to enable the employee to seek advice, where appropriate, from the employee's union.
- 7.10. The Employer must ensure that the agreement may be terminated:
- a) by the Employer or the individual employee giving not more than 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - b) at any time, by written agreement between the Employer and the individual employee
- 7.11. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

8. SHIFT PENALTY AND ROSTERED DAYS OFF

8.1. Shift Penalty

The shift penalty paid to employees working a morning or afternoon shift shall be 20%.

8.2. Rostered days off

The Company will provide a system of rostered days off (RDOs). This system will be based on the provision of 12 RDOs each calendar year. The operation of the RDO system will be in accordance with clause 17 of the TCFA Award.

9. MEAL BREAKS

Unpaid meal intervals of 30 minutes must be allowed each shift or day. No employee will be required to work for more than 5 hours without a meal break.

10. REST BREAKS

An employer must provide each employee with two paid 10 minute rest periods per day not being adjacent to starting and/or finishing times, one of which will occur in the work period prior to the employee's main meal break, and the second to occur in the work period after the employee's main meal break.

Without denying any paid rest break the company, in consultation with employees may alter the time the 10-minute paid rest break is taken.

11. OVERTIME ARRANGEMENTS

11.1. For overtime worked Monday to Saturday (exclusive of public holidays) the first two hours will be paid at 150% of the hourly rate and thereafter 200% of the hourly rate.

11.2. Saturday overtime

Unless otherwise agreed between the employee, the union and the company, Saturday overtime shift span of hours is a shift worked between the hours of 6am and 2pm. Meal and rest periods apply as stated in Clauses 9 and 10.

All other provisions of clause 28 of the TCFA Award will continue to apply.

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12. ALLOWANCES

12.1. Meal allowance

On normal rostered days, the company will pay employees a meal allowance if they work overtime in excess of one hour.

The meal allowance will increase annually at the same percentage rate and effective date as pay rates in accordance with clause 14.1.

- Rate will be \$20.45 effective from 1 July 2023
- Rate will be \$21.37 effective from 1 July 2024
- Rate will be \$22.22 effective from 1 July 2025

12.2. Leading hand allowance

An employee who is appointed by the Employer to be a Leading Hand will be paid the following allowance when engaged as a Leading Hand:

- a) in charge of 3 to 10 employees - \$0.98 per hour up to a maximum of \$37.26 per week; and
- b) in charge of 11 – 20 employees - \$1.49 per hour up to a maximum of \$56.45 per week.

12.3. Health and Safety Representative (HSR) allowance

Where an employee is designated by the workers to be a Health and Safety representative and holds relevant qualifications the following allowance will apply; an additional 1.8% per hour, applied to ordinary hours worked.

12.4. First aid allowance

Where an employee is designated by the employer to be a first aid attendant and holds relevant first aid qualifications the following allowance will apply; an additional 1.8% per hour, applied to ordinary hours worked.

12.5. Training Allowance – Skill Level 1

Through Blundstone's skill matrix and skills required process, where Blundstone employee/s engaged at Skill Level 1 are selected to undergo training to be deemed competent at Skill Level 2, then Blundstone will pay the employee the following allowance per week (pro rate for casual or part-time employees). This allowance does not apply to all Skill Level 1 employees and will only apply until the employee in training is deemed competent to perform Skill Level 2 to Blundstone's satisfaction:

- Rate will be \$27.18 per week effective from 1 July 2023
- Rate will be \$28.40 per week effective from 1 July 2024
- Rate will be \$29.54 per week effective from 1 July 2025

13. CASUALS

13.1. A casual employee is an employee who:

- a) accepts an offer of employment on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work;
- b) will work as required according to the needs of the Employer; and
- c) can elect to accept or reject work offered by the Employer.

13.2. A casual employee must be notified at their initial engagement of their employment category and when their employment status changes.

13.3. In accordance with the NES, a casual employee may be entitled to paid family and domestic violence leave, unpaid parental leave, unpaid community service leave and unpaid carer's leave, subject to meeting the applicable requirements. However, a casual employee is not entitled to paid annual

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leave, paid personal/carer's leave, paid compassionate leave, payment for absences on a public holiday, payment in lieu of notice of termination or redundancy pay.

- 13.4. Casual employees are entitled to penalty payments for overtime, shift work and work on public holidays in accordance with the provisions of the TCFA Award.
- 13.5. The Company commits to limit the use of casual employees to be consistent with clause 13.1 in all instances. Upon request, the company shall advise the State Secretary of the CFMMEU – Manufacturing Division at the first possible opportunity of arrangements under which casuals are engaged including the numbers, areas, and classifications of employees involved. A casual employee will be employed under one of the following arrangements:
- 13.5.1. If employed directly by the company a casual employee shall be employed for a maximum period of six months.
 - 13.5.2. After a six month period of casual employment the casual employee will convert to the status of an ongoing, permanent employee.
 - 13.5.3. If the employee is employed via a labour hire agency the employee having completed a 6 month period of employment with the company, will be provided with an offer of converting to the status of an ongoing permanent Blundstone Australia Pty Ltd employee. If the employee refuses the offer, the employment period cannot be extended for more than a further three months. If the employee refuses an offer to convert to ongoing employment and remains working for a maximum of a further three months, at the expiration of the subsequent working period, Blundstone Australia Pty Ltd must direct the labour hire company to withdraw the services of the employee and not re-engage that employee on the Blundstone Australia site for a minimum three month period after the last day of work on the Blundstone Australia site.
 - 13.5.4. Casual employees (direct and labour hire) under this arrangement will not be hired at a ratio greater than 1:7 to permanent employees. Where there are extenuating circumstances, such as a permanent employee being on extended leave, a sudden employee absence or an unexpected peak in workload of no longer than 10 days, the Company may increase the ratio for the duration of the circumstance. If further extensions are required the company will follow clause 13.5.5.
 - 13.5.5. The company may, after written agreement from the union, extend the ratio of casual to permanent employees and the length of time a casual employee is employed under this arrangement.
 - 13.5.6. Under exceptional work circumstances a casual employee may be employed for a short term period confined to no more than 5 consecutive days work.
- 13.6. Upon a casual employee being converted to ongoing permanent employment under any of the arrangements in 13.5.1 -13.5.6, the original date of engagement being the first day of casual work will be recognised as the first day of employment for the accrual of all entitlements and contingent entitlements for all purposes. Additional provisions regarding offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

14. RATES OF PAY, CLASSIFICATIONS AND SKILL LEVELS

- 14.1. Employees will be paid an ordinary hours wage for their classification and skill level according to the rates of pay, classifications and skill levels set out in Attachment A to this Agreement.
- 14.2. In addition to pay rates applicable on 30 June 2023 wage increases will be paid as follows;
- 5.50% effective 1 July 2023

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- 4.50% effective 1 July 2024
- 4.00% effective 1 July 2025

All allowances paid on the site will increase on the same date and by the same percentage as the wage increases under this Agreement.

Employees will be paid fortnightly.

- 14.3. All certified forklift drivers will be classified as Skill Level 3a under this agreement.

15. ANNUAL LEAVE

Annual leave is in accordance with the TCFA Award 2020, NES and as follows;

- 15.1. The Company may arrange annual leave with employees to optimise employee preference while ensuring operational requirements are met on the site if the employee is an ongoing permanent Blundstone Australia Pty Ltd employee.
- 15.2. In respect of any closedown of the factory in the second half of the year other than Christmas shut down, the company will seek the views of affected employees before finalising the declared dates. In the absence of a compelling reason to do otherwise such as operational efficiency, customer satisfaction or meeting family obligations for a minority of employees, the views of the majority will determine the dates that the factory will be closed down. Company management will provide with a minimum three months' notice to relevant employees.
- 15.3. Each employee is entitled to take their annual leave in a minimum of three blocks throughout the year with each block being a minimum of a week inclusive of public holidays.
- 15.4. The Company guarantees that one of the three blocks of annual leave pursuant to clause 15.3 will be taken over the Christmas/New Year period. This block of leave will be synchronised with public holidays so that a continuous period of leave is effected with employees receiving a minimum of one week's annual leave in addition to public holidays during this block.
- 15.5. Employees are entitled to at least one block of annual leave of 2 weeks duration each year inclusive of public holidays.
- 15.6. Employees with family responsibilities may request 2 weeks annual leave in addition to the Christmas public holidays at Christmas. The Company will genuinely consider the request and not unreasonably withhold agreement. When setting the Christmas block dates, the Company will consider and take into account the effect on workers with family responsibilities.

16. PERSONAL/CARER'S LEAVE

Personal/Carer's leave is provided for in the NES and as follows;

- 16.1. The amount of leave available
For each year of service with the Company an employee is entitled to 10 days (76 hours), or pro rata in the event of part-time employment of paid personal/carer's leave with the full 10-day entitlement accruing on the anniversary date of the employee's commencement date each year and accumulates from year to year
- 16.2. Single day absences
The Company will grant employees the right to utilise single day absences without the need to provide a medical certificate or a statutory declaration in support of their claim.

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17. LONG SERVICE LEAVE

Except as otherwise provided by this clause, employees will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1976 (Tas)* (LSL Act) as amended from time to time. Employees with 7 years of service are entitled to long service leave on a pro-rata basis in accordance with the LSL Act.

18. PARENTAL LEAVE

Parental leave is provided for in the NES and as follows;

- 18.1. Employees who have or will have completed 12 months of continuous employment at the date of commencing parental leave, are entitled to take a period of parental leave.
- 18.2. Where there is no government paid parental leave program that the employee is able to access, the employee shall be paid for the first fourteen weeks of parental leave at the base rate of pay for the employee's Skill Level.
- 18.3. Where there is a government paid parental leave program in place, the employee is entitled to be paid an additional 12 weeks pay at the base rate of pay for the employee's Skill Level, beyond the period of entitlement under the government program.
- 18.4. All periods of paid and unpaid parental leave are to be counted as time worked for accrual for long service leave and redundancy.
- 18.5. The employee shall have the opportunity to return to work on a mutually agreeable part- time basis after parental leave. The agreed arrangement will be facilitated up to and including the 52nd week after the date of birth or adoption of the child.
- 18.6. Continuous employment includes all periods of paid and unpaid leave granted by the Company.

19. REDUNDANCY

Redundancy is provided for in the NES and as follows;

- 19.1. The Company recognises the serious consequences that the loss of ongoing employment can have on individual employees and proposes to reduce these consequences in the manner set out in this agreement. The company acknowledges that the provisions of this clause including those contained in 18.4 are the minimum that would apply in the case of redundancy and that employees and the union may in the case of genuine redundancy negotiate improved provisions to apply.
- 19.2. Consultation and Provision of Information
As soon as the company has made a definite decision that it no longer requires certain jobs to be performed by anyone it will advise the employees directly affected and hold discussions with employees and the Union.

Prior to the discussions taking place the company will provide, in writing, to employees and the Union:

- all relevant information about the redundancies
- the reasons for the redundancies
- the number of employees involved
- the skill level classifications of the employees involved
- the number of employees normally employed
- the period over which the redundancies will occur

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The discussions will cover the reasons for the redundancies, consideration of measures to avoid the redundancies, and any measures that might be taken to mitigate any adverse effects on the employees involved.

19.3. Voluntary Redundancy

19.3.1. In the event that redundancies cannot be avoided the company must call for volunteers for redundancy. The company may reject a volunteer for redundancy on the ground that the company's production needs require the retention of the employee's skills and experience.

19.3.2. In the event of insufficient volunteers, the company will institute a fair selection process including but not limited to considering the skill level classification of employees and the ongoing production needs of the company.

19.4. Severance Pay

19.4.1. The period of notice for those employees subject to redundancy is as follows;

Period of Continuous Service	Period of notice
0 - 1 year	1 week
Up to 2 years	2 weeks
Up to 3 years	3 weeks
Up to 5 years	4 weeks
5 years or more	4 weeks

19.4.2. Employees made redundant will be paid the following amount of severance pay:

Period of Continuous Service*	Severance Pay
Less than 1 year	1 week
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 10 years	2 weeks per completed year of service
10 years and less than 20 years	2.5 weeks per completed year of service
20 + years	3 weeks per completed year of service

* Continuous service is defined in clause 18.6

19.5. Additional severance pay if over 45 years of age

Employees who are over 45 years of age and who have completed at least 2 years continuous service with the Company will have the amount of severance pay set out in the table above increased by 1 week.

19.6. Payment of accrued Long Service Leave on redundancy

In addition to severance pay at clause 19.4.2 employees made redundant will be paid pro rata accrued long service leave after 7 years service.

19.7. Annual leave

Payment of accrued and pro-rata annual leave will be paid. Annual leave loading will be paid on all untaken accrued leave.

19.8. Assistance to employees

Where a decision to proceed with redundancies and terminate employees is finally implemented the company will notify an appropriate employment placement service of the number and job categories of the employees made redundant and the period over which the resultant terminations will occur.

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During the period of notice of termination given by the Company as a consequence of an employee's position being declared redundant the employee will be allowed up to 1 day in each week of the notice period as time off with pay for the purpose of seeking other employment.

- 19.9. Certificate of Service
The Company will provide each employee made redundant with a Certificate of Service relating to their employment.
- 19.10. Statement of entitlements
Employees will receive an itemised statement of all payments when they leave the organisation.
- 19.11. Superannuation
Superannuation will be paid in accordance with legislation.
- 19.12. Centrelink notification
The Company shall notify Centrelink and provide relevant information including the number of categories of employees likely to be effected by the redundancy.

20. DISPUTES PREVENTION AND SETTLEMENT PROCEDURE

- 20.1. This dispute/grievance resolution procedure applies to;
 - a) matters arising under this Agreement
 - b) the NES as they apply to employees covered by the agreement (including ss.65(5) and 76(4) of the Act which deal with requests for flexible working arrangements and extending periods of unpaid parental leave) and;
 - c) any other matter which pertains to the relationship between the employer and an employee/s and/or the relationship between the Employer and the union (CFMMEU – Manufacturing Division) covered by this agreement.
- 20.2. For the avoidance of doubt this includes but is not limited to the express terms of this agreement, the incorporated instrument/s and the General Protections provided in the Act.
- 20.3. Where an individual employee or group of employees is in dispute or has a grievance with the employer, they have the right to consult in paid time with and be represented by their choice of union delegate, shop steward and/or union official or such other representative as is requested by each employee. Representation may occur at any stage of the dispute/grievance, including the raising of such dispute/grievance under this procedure.
- 20.4. Once a matter is raised in accordance with this clause the Employer must advise the employee or employees affected of all their rights to representation under this clause. An employee may elect to take up that right at any time. The representative may request reasonable access to all relevant documents and materials, including documents and/or materials held in electronic form. The company will not unreasonably withhold such materials.
- 20.5. In the event of a dispute/grievance in relation to any matter provided for under this clause, the following procedure applies:
 - 20.5.1. Where the dispute/grievance is between an individual employee or group of employees and the Employer, in the first instance, an attempt will be made to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute/grievance, discussions will be held between the employee or

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group of employees concerned and more senior levels of management as appropriate.

20.2.1. Where the dispute/grievance is between the CFMMEU – Manufacturing Division and the Employee, in the first instance, the CFMMEU – Manufacturing Division or the Employer will formally raise the matter with the other party and an attempt will be made to resolve the matter.

20.2.2. If a dispute/grievance in relation to a matter arising under this clause is unable to be resolved in the first instance under 20.5.1 or 20.5.2 above, the dispute/grievance may be referred by any party to a dispute/grievance to FWC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, by arbitration. Once a matter is so referred, FWC may use any of its powers (including procedural powers and powers under section 739(4) of the FWC) to ensure the settlement of the dispute/grievance.

20.6. Subject to appeal rights under the Act the parties to the dispute/grievance agree to be bound by the decision of FWC.

20.7. Except in the case of an occupational, health or safety Issue, existing work arrangements will continue as normal and the status quo maintained whilst the dispute/grievance is being dealt with. The fact that work continues shall not prejudice the employee, the Employer or the CFMMEU – Manufacturing Division.

21. EMPLOYEE REPRESENTATION

21.1. Preamble

The employer recognises the right of employees to exercise their rights to be a union member and the rights of the union to represent employees and advocate on their behalf. The terms Delegate and Shop Steward are interchangeable.

21.2. Rights of Shop Stewards/Delegates

The employer will treat Shop Stewards/Delegates fairly and allow them to perform their role as union delegate without any discrimination in their employment. The employer recognises and respects that union delegates are legitimate representatives of union members in their workplace.

- The employer will grant delegates reasonable paid time off work as follows;
- To conduct meetings with employees in the workplace in respect to an alleged dispute/grievance
- To have access to and assistance from a representative of the union;
- To meet a union representative in relation to any work matter;
- Represent, consult and, advocate on behalf of employees in paid time;
- Represent the interests of members to the employer and industrial tribunals;
- Shop stewards meetings every 6 weeks;
- Prepare and attend consultative committee meetings;
- Prepare for and participate in collective bargaining on behalf of those they represent
- Participate in consultations and access to reasonable information about the workplace and business;
- Reasonable time during normal working hours to consult with union members;
- Reasonable time off to attend accredited union education;
- Participate in meetings with union representatives and management and;
- Reasonable time off to participate in the operation of the union.

An employee who is elected or appointed in accordance with the rules of the union as a delegate to or member of the National Council or the National Executive or a Branch Annual Conference or a

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Branch Committee of Management shall be granted leave of absence without pay to attend any meeting of the same which she/he is entitled to attend provided that reasonable notice has been given to the employer.

21.3. Induction

A union official and/or delegate will have access in paid time to meet and be introduced to any employee within the first week (or such other time as agreed with the union) of their employment.

21.4. Union rights

An official and/or officer of the CFMMEU – Manufacturing Division (who may also be accompanied by an interpreter/s) may, following notification to the employer of the timing and purpose of the visit, enter the employer's premises at any time during working hours for purposes connected to the agreement including:

- consultation with persons covered by the agreement about their rights and obligations under the agreement;
- consultation with persons covered by the agreement about the operation of the agreement;
- to deal with dispute/grievance arising under the agreement;
- to consult with employees about the negotiation of a replacement agreement;
- to negotiate a replacement collective agreement with the employer;
- to participate in induction meetings for new employees and;
- for any other purpose connected to the work of the employees covered by this agreement or the relationship between the CFMMEU – Manufacturing Division and employer

Notwithstanding any other provision of this agreement, an official of a union covered by this agreement may enter premises where work is done under this agreement in order to carry out duties or functions under this agreement, or otherwise with the consent of the employer.

For the avoidance of doubt, this right of entry does not extend to any entry which is made:

- a) for a purpose referred to in s.481 of the Fair Work Act 2009 "the Act") which deal with investigation of suspected contraventions;
- b) for a purpose referred to in Chapter 3, Part 3-4, Division 2, Subdivision AA of the Act which deal with suspected contraventions relating to TCFA Outworkers
- c) to hold discussions of a kind referred to in section 484 of the Act; or
- d) in order to exercise a State or Territory OHS right.

Such entry must be in accordance with Part 3-4 of the Act (which deals with right of entry).

21.5. Training

For the purpose of this clause Delegates, Shop Stewards, Consultative Committee Representatives and Occupational Health and Safety Representatives are all entitled to access training as per this clause.

The employer agrees that union delegates will be able to attend 5 paid days per year of trade union training. The union will advise the employer in writing not less than 14 days prior to the proposed training and will include in the notification the nature and duration of the training.

Such leave will count as service for all purposes.

21.6. Number of Shop Stewards

The number of Shop Stewards for which the employer is obliged to provide leave under (above clause number) is as follows;

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Number of employees employed by the employer in an enterprise or workplace	Maximum number of eligible employee representatives entitled per year
5-15	1
16-30	2
31-50	3
51-90	4
More than 90	5

Any employee on leave approved in accordance with this clause shall be paid all ordinary time earnings which normally become due and payable during the period of leave.

In the event that a scheduled rostered day off or annual leave day falls within a period of leave pursuant to this clause the Shop Steward will be entitled to take the rostered day/s or annual day/s (whichever apply) at another mutually agreed time.

Any representative working an afternoon or night shift prior to the commencement of training shall be entitled to be released from their normal work arrangements with pay to ensure they have a minimum 10 hour break prior to training commencing. Such time is in addition to the training leave provisions of this clause.

21.7. Communication

Delegates/Shop Stewards will be provided with reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with employees and the union.

Union information/notices will be placed on notice boards in a prominent location in the workplace/work areas.

Where there is several distinct work areas there will be a union notice board in each area.

21.8. Union meetings

Each quarter the union may convene a meeting at a mutually agreeable time of union members for up to 30minutes duration during working hours on each shift and where applicable, each site at each workplace. The meetings will be held in paid time.

For the avoidance of doubt, union officials/officers/representatives/interpreters may enter the premises where work is done under this agreement in order to convene meetings under this clause.

22. CONSULTATION

If the employer is seriously considering workplace change that is likely to have a significant effect on the employees covered by this agreement the employer must consult with the union, or any other nominated representative, and any employees who will be affected by the decision.

Significant effects include termination of employment changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure the alteration of hours of work or regular roster, the need for retraining or transfer of employees to other work locations; the restructuring of jobs and, changes to the legal or operational structure of the employer or business.

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As soon as practicable the employer must discuss with the union, or any other nominated representative, and relevant employees the introduction of the change and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change.

For the purposes of the discussion the employer will provide the union, or any other nominated representative, and relevant employees in writing;

- a) all relevant information about the change including the nature of the change proposed and;
- b) information about the expected effect of the change on the employees including number of the employees affected; the classification of the employees; identify the work areas affected; the proposed timing of the change; and any other matters likely to affect the employees including any impact on their entitlements.

The employer will provide an opportunity for employees to meet with the union, or any other nominated representative in paid time to discuss the proposed change and provide reasonable time and opportunity for employees and the union, or any other nominated representative, to consider the proposed change.

For a change to regular roster or ordinary hours of work, in addition to the above requirements, the employer must invite the relevant employees, the union, or any other nominated representative, to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities.)

The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees, union and/or any other nominated representative.

As soon as a final decision has been made, the employer must notify the union, employees affected, and any other nominated representative, in writing and explain the effects of the decision.

23. UNION FEES

The company will provide payroll deductions facilities for employees for the direct payment of union dues.

24. OCCUPATIONAL HEALTH AND SAFETY

The company will provide 2 sets of warm weather clothing in October each year and 2 sets of cold weather clothing in March each year to all permanent Blundstone employees who have completed their probationary period. These will include for warm weather; polo shirts and shorts/workpants and for cold weather; jackets, fleece pullovers and workpants/tracksuit pants. The company will provide safety boots and replace as necessary based on wear and tear. As safety boots are provided employees are required in normal circumstances to wear them.

All employees on site, including casual employees and those completing their probationary period, will be provided with all necessary safety and protective clothing and footwear required for the job.

If during the course of an employee's employment medical aids that are medically required to be worn/used by the employee are damaged the company will cover the amount necessary of the cost of replacement/ repair to ensure the employee is not out of pocket.

25. DOMESTIC/FAMILY VIOLENCE LEAVE

25.1. The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to employees who experience domestic or family violence, as defined in *Family Violence Act 2004* (Tas) as amended from time to time.

25.2. An employee is entitled to up to 10 paid days Family Violence Leave per calendar year in relation to matters arising from family violence, including but not limited to medical or counselling appointments,

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accessing legal advice or attending legal proceedings, organising alternative accommodation and/or care or education arrangements for any person who is a dependant of the employee. Family Violence Leave is in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day. The employee is not required to exhaust other leave entitlements before accessing Family Violence Leave.

- 25.3. An employee may access personal leave to support a person experiencing family violence in relation to matters arising from family violence. Support includes, but is not limited to, accompanying or assisting in relation to any of the matters listed above and providing care for the person's dependents.
- 25.4. The Employer may require the employee to provide evidence that would satisfy a reasonable person that the employee or a person whom the employee will support, is experiencing family violence. Evidence includes, but is not limited to documents issued by Police Service, a Court, a medical or health practitioner, a lawyer and/or by agreement between the Employer and the employee, an employee can provide a statutory declaration as evidence.
- 25.5. No adverse or disciplinary action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- 25.6. All personal information concerning family violence will be kept confidential and no information will be kept on an employee's personnel file without their express written permission.
- 25.7. Subject to operational requirements, the Employer will approve any reasonable request from an employee experiencing family violence for flexible working arrangements which may include, but is not limited to changes to hours of work and/or work location.

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SIGNATORIES

Signed on behalf of BLUNDSTONE AUSTRALIA PTY LTD (HOBART SITE)

Signature

Print Name

Authority to sign

Address

Position

Date

Signed on behalf of the CONSTRUCTION, FORESTRY, MARITIME, MINING AND ENERGY UNION

– Manufacturing Division

Signature

Print Name

Authority to sign

Address

Position

Date

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ATTACHMENT A

RATES OF PAY, CLASSIFICATIONS AND SKILL LEVELS

RATES OF PAY

Skill Level	Minimum weekly wage rate (effective from 1 July 2023)	Minimum weekly wage rate (effective from 1 July 2024)	Minimum weekly wage rate (effective from 1 July 2025)
Level 1	\$971.78	\$1,015.51	\$1,056.13
Level 2	\$1,017.08	\$1,062.85	\$1,105.37
Level 3	\$1,058.38	\$1,106.00	\$1,150.24
Level 3(a) (Forklift Operator)	\$1,063.99	\$1,111.87	\$1,156.34

Pay rates are applicable on the dates specified in the table and will be paid from the first period commencing on or after the dates specified.

CLASSIFICATIONS

From 1st July 2012 the parties have adopted a Skill Level Structure as follows:

Skill Level	Skill Held & Used
1	Up to 3 Basic Machine or Non-machine tasks
2	Up to 3 Intermediate Machine tasks or 4 or more Basic Machine or Non-machine task
3	Up to 3 Complex Machine or Non-machine tasks or 4 or more Intermediate Machine or Non-machine tasks
3A	Forklift Operator

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Textile, Clothing, Footwear and Associated Industries Award 2020

Schedule A· Classifications/Skill Levels

Skill Level 1

- work to defined procedures/methods either individually or in a team environment; and
- exercise skills to perform basic tasks; and
- be aware of and apply basic quality control skills in the receipt and completion of their own work to the specified quality standards.

In addition, according to the needs and operational requirements of the enterprise, employees at this level may be required to:

- record basic information on production and/or quality indicators as required;
- work in a team environment;
- exercise keypad skills;
- commence training in addition skills required to advance to a higher skill level

Skill Level 2

Employees at this level exercise the skills required to be graded at Skill Level 1 and will:

- work to defined procedures/methods, either individually or in a team environment; and
- exercise the skills to perform intermediate tasks; and
- understand and apply quality control skills in their own work and component parts (including understanding of the likely cause/s of deviations to specified quality standards in their own work).

In addition, according to the needs and operational requirements of the enterprise, employees at this level may be required to:

- exercise the skill necessary to assist in providing on the job instruction to employees in skills required at Skill Level 2 and below by way of demonstration and explanation;
- record detailed information on production and/or quality indicators as required;
- exercise team work skills;
- identify and rectify minor equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor;
- exercise basic computer skills; and
- commence training in additional skills required to advance to a higher skill level.

Skill Level 3

Employees at this level exercise the skills required to be graded at Skill Level 2 and will:

- exercise discretion, initiative and judgment on the job in their own work, either individually or in a team environment;
- exercise skills to perform a complex task/s or perform a series of different operations on a machine/s or use a variety of machine types three of which require the exercise of

Level 2 skills; and

- be responsible for quality assurance in their own work and assembly of component parts including having an understanding of how this work relates to subsequent production processes and its contribution to the final appearance of the garment.

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In addition, according to the needs and operational requirements of the enterprise, employees at this level may be required to:

- investigate causes of quality deviations to specified standards and recommend preventative action;
- exercise the skills necessary to assist in providing on the job instruction to employees in skills required at Skill Level 3 and below by way of demonstration and explanation;
- record detailed information on, and recommend improvements to, production and/or quality;
- take a co-ordinating role for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 3 and below;
- exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults); and/or commence training in additional skills required to advance to a higher skill level.

Skill Level 4

Employees at this level exercise the skills required to be graded at Skill Level 3 and have a comprehensive knowledge of product construction.

Employees at this level will also:

- apply skills and knowledge, equivalent to that of a qualified tradesperson, that have been acquired as a result of training or experience; or
- hold a relevant trade certificate; and
- work largely independently (including developing and carrying out of a work plan to specifications); and
- exercise a range of skills involving planning, investigation and resolution of problems, and/or training, and/or supervision, and/or specialised technical tasks; or
- make a whole garment to specifications, or exercise equivalent skills.

In addition, according to the needs and operational requirements of the enterprise, employees at this level may:

- be required to apply quality control/assurance techniques to their work group or team;
- have designated responsibility for the training of other employees (and if so will be trained trainers);
- be responsible for quality and production records relating to their own work group or team;
- be required to take a co-ordinating role for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 4 and below;
- be required to exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults and organisation or performance of necessary repair); and/or
- commence training in additional skills required to advance to a higher skill level.

Skill Level 5

Employees at this level exercise the skills necessary to be graded at Skill Level 4 and have a comprehensive knowledge of enterprise products and processes and are principally engaged in specialist tasks.

An employee at this level will also:

- apply specialised technical knowledge beyond that of Skill Level 4 to specific task(s) in the product development or production, or production support, training or supervisory field;
- perform at least one of the following activities: consult/liaise with relevant personnel; contribute to product development or production planning; and/or liaise with clients/customers, internal or external;
- work independently to a general work plan or outcome sought, either individually or in a team environment;
- understand and implement quality control techniques and in the course of their work may:
 - make contributions in the diagnosis of quality variations; and/or

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- make or recommend adjustments to maintain quality standards;
- understand and apply workplace health and safety policies and procedures to work activities;
- exercise the skills associated with Skill Level 4 and perform on or more of the following
- Team Leader activities:
 - allocate and determine work priorities;
 - inspect and ensure the quality of work undertaken by employees;
 - implement and monitor occupational health and safety policies and procedures;
 - ensure labour, materials and equipment are available and used efficiently and, where appropriate, property maintained;
 - prepare and maintain records and incident reports; and/or
 - exercise judgment and provide advice on matters requiring the application of the employee's skill and knowledge;
- in addition to the other required skills, an employee at this level may also:
 - exercise computer skills within the scope of their work;
 - assist with on the job training in combination with supervisors/trainers and/or
 - provide reports and feedback to workplace meetings.

These skill levels are to be read in conjunction with an explanation of the terms contained in Schedule B of the TCFA Award.