

## **ENFORCEABLE UNDERTAKING**

This undertaking is given by J. Blackwood & Son Pty Ltd, Protector Alsafe Pty Ltd, Bullivants Pty Ltd, The Workwear Group Pty Ltd, Coregas Pty Ltd, Blacksmith Jacks Pty Ltd and Lawvale Pty Ltd and accepted by the Fair Work Ombudsman pursuant to section 715(2) of the *Fair Work Act 2009* (Cth) in relation to the contraventions described in clauses 11 and 12 of this undertaking.

## ENFORCEABLE UNDERTAKING

### PARTIES

1. This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (**FWO**) pursuant to section 715 of the *Fair Work Act 2009* (Cth) (**FW Act**) by:
  - (i) J. Blackwood & Son Pty Ltd (ABN 43 000 010 300) (**Blackwoods**);
  - (ii) Protector Alsafe Pty Ltd (ABN 28 007 000 624) (**Protector Alsafe**);
  - (iii) Bullivants Pty Limited (ABN 47 087 887 072) (**Bullivants**);
  - (iv) The Workwear Group Pty Ltd (ABN 82 004 055 387) (**Workwear Group**);
  - (v) Coregas Pty Ltd (ABN 32 001 255 312) (**Coregas**);
  - (vi) Blacksmith Jacks Pty Ltd (ABN 44 115 803 659) (**Blacksmith Jacks**); and
  - (vii) Lawvale Pty Ltd (ABN 43 002 536 478) (**Lawvale**).

(collectively called the **WIS Entities**).

### COMMENCEMENT

2. This Undertaking comes into effect when:
  - (a) the Undertaking is executed by each of the WIS Entities; and
  - (b) the FWO accepts the Undertaking so executed (**Commencement Date**),and continues in operation until all obligations of the WIS Entities have been completed or a date which is 2 years from the Commencement Date, whichever is the later.

### BACKGROUND

3. The WIS Entities are part of the Wesfarmers Industrial and Safety group of companies and are subsidiaries of Wesfarmers Industrial and Safety Pty Ltd (**WIS**). WIS is the disclosing entity on behalf of the WIS Entities, and operates three main businesses incorporating the WIS Entities as follows:
  - (a) Blackwoods (Blackwoods, Protector Alsafe, Bullivants);
  - (b) Workwear Group (Workwear Group) acquired in December 2014 by way of share sale; and

- (c) Coregas (Coregas, Blacksmith Jacks, Lawvale), with Blacksmith Jacks acquired in April 2013 by way of share sale,  
  
(WIS Businesses).
- 3A. Additionally, Trimevac Pty Ltd (ABN 52 050 539 565) and Greencap Pty Ltd (ABN 76 006 318 010) (collectively called the **Former WIS Entities**) were subsidiaries of WIS and were operated as a separate business acquired in November 2013 by way of share sale and sold by way of share sale effective 1 August 2022.
- 4. As at 30 November 2022, the WIS Entities employed 2,921 team members pursuant to various industrial instruments. For the purpose of this Undertaking:
  - (a) a list of the relevant industrial instruments applicable to the WIS Entities and the Former WIS Entities as at 30 June 2020 and the subject of the contraventions in this Undertaking are set out in Schedule A to this Undertaking (**Applicable Instruments**);
  - (b) a list of the relevant enterprise agreements applicable to the WIS Entities and the Former WIS Entities in the period from 1 January 2010 to 30 June 2020 (excluding the Applicable Instruments) and the subject of the contraventions in this Undertaking are set out in Schedule B to this Undertaking (**Predecessor EAs**).
- 5. The payroll function for the WIS Entities has been provided as a corporate support service administered by WIS and since 2018 has sat within the Blackwoods reporting structure.
- 6. In early 2019, in the course of implementing a new payroll system, Blackwoods identified potential underpayments by the WIS Entities and Former WIS Entities of current and former team members. WIS subsequently commenced an internal review to determine the cause of these underpayments (**Internal Review**). The Internal Review identified that:
  - (a) the WIS Entities and Former WIS Entities had incorrectly calculated, interpreted or inputted certain entitlements;
  - (b) the causes for this included:

- (i) errors made by the WIS Entities and Former WIS Entities in merging payroll systems for acquired businesses; and
  - (ii) the adoption of errors present in systems inherited by WIS and/or the WIS Entities and Former WIS Entities as part of those acquisitions.
- 7. WIS engaged PricewaterhouseCoopers (**PwC**) to support its investigation into whether the WIS Entities and Former WIS Entities had underpaid any of its employees in the period commencing 1 January 2010 until 5 July 2020, being the last day of the pay period commencing before rectification of the payroll system on 30 June 2020 (**Relevant Period**).
- 8. PwC and the WIS Entities and Former WIS Entities worked together to calculate the underpayments, applying the WIS Entities' and Former WIS Entities' calculation methodologies for remediation. The WIS Entities and Former WIS Entities made the remediation payments to current and former employees affected by the underpayments in accordance with the identified underpayments and calculation methodologies.
- 9. On 10 October 2019, WIS on behalf of the WIS Entities and Former WIS Entities notified the FWO of the potential underpayments and the findings of the Internal Review and advised that the WIS Entities and Former WIS Entities would remediate any underpayment for current and former team members for the Relevant Period.
- 10. The WIS Entities have advised the FWO that they:
  - (a) from October 2019, have operated a telephone hotline and email address for team members to make enquiries regarding their entitlements, payments or related employment concerns relating to the Applicable Instruments (**Team Member Hotline**);
  - (b) between November and December 2019:
    - (i) made remediation payments for the period from 1 January 2010 to 31 August 2019 to current team members at the time of payment named in column B of Schedule C to this Undertaking (**Current Team Members**) by rectifying the underpayments owed to each of the Current Team Members

- in the amounts described in column C of Schedule C;
- (ii) rectified any associated superannuation contributions as required by law to each of the Current Team Members, by paying such required superannuation contributions to the chosen superannuation fund of the employee (including accounting for lost earnings on superannuation) in the amount described in column E of Schedule C; and
  - (iii) paid interest to each of the Current Team Members on the amount described in column C of Schedule C, in the sum referred to in column D of Schedule C, calculated using an interest rate of the applicable Reserve Bank of Australia cash rate plus 4%;
- (c) between June 2020 and September 2020:
- (i) made top-up remediation payments to Current Team Members for the period from 1 September 2019 to 30 June 2020 for any underpayments detected after 31 August 2019 by rectifying such underpayments owed to each of the Current Team Members in the amounts described in column F of Schedule C; and
  - (ii) in relation to top-up remediation payments to Current Team Members for the period from 1 September 2019 to 30 June 2020, rectified any associated superannuation contributions as required by law to each of the Current Team Members, by paying such required superannuation contributions to the chosen superannuation fund of the employee (including accounting for lost earnings on superannuation) in the amount described in column H of Schedule C; and
  - (iii) paid interest to each of the Current Team Members on the amount described in column F of Schedule C, in the sum referred to in column G of Schedule C, calculated using an interest rate of the applicable Reserve Bank of Australia cash rate plus 4%,
- (the amounts referred to in column C to column I of Schedule C constitute the **Current Team Member Underpayments**);
- (d) as a part of its Internal Review, identified the former team members at the time

of payment listed in Schedule D to this Undertaking (**Former Team Members**) to whom remediation payments are due for any underpayments for the period 1 January 2010 to their relevant date of termination of employment with a WIS Entity (**Former Team Member Underpayments**);

- (e) calculated the quantum of any Former Team Member Underpayments to each of the Former Team Members during the Relevant Period, together with any interest and superannuation contributions to be paid; and
- (f) in relation to the WIS Entities, have commenced the process of locating and paying the amounts owed to Former Team Members.

10A. The Former WIS Entities have advised FWO that they had:

- (a) from October 2019 until 1 August 2022 operated a telephone hotline and email address for team members to make enquiries regarding their entitlements, payments or related employment concerns relating to the Applicable Instruments;
- (b) between November and December 2019:
  - (i) made remediation payments for the period from 1 January 2010 to 31 August 2019 to then current team members named in column B of Schedule E to this Undertaking (**FWE Team Members**) by rectifying the underpayments owed to each of the FWE Team Members in the amounts described in column C of Schedule E;
  - (ii) rectified any associated superannuation contributions as required by law to each of the FWE Team Members, by paying such required superannuation contributions to the chosen superannuation fund of the employee (including accounting for lost earnings on superannuation) in the amount described in column E of Schedule E; and
  - (iii) paid interest to each of the FWE Team Members on the amount described in column C of Schedule E, in the sum referred to in column D of Schedule E, calculated using an interest rate of the applicable Reserve Bank of Australia cash rate plus 4%;
- (c) between June 2020 and September 2020:



- (i) made top-up remediation payments to FWE Team Members for the period from 1 September 2019 to 30 June 2020 for any underpayments detected after 31 August 2019 by rectifying such underpayments owed to each of the FWE Team Members in the amounts described in column F of Schedule E; and
- (ii) in relation to top-up remediation payments to FWE Team Members for the period from 1 September 2019 to 30 June 2020, rectified any associated superannuation contributions as required by law to each of the FWE Team Members, by paying such required superannuation contributions to the chosen superannuation fund of the employee (including accounting for lost earnings on superannuation) in the amount described in column H of Schedule E; and
- (iii) paid interest to each of the FWE Team Members on the amount described in column F of Schedule E, in the sum referred to in column G of Schedule E, calculated using an interest rate of the applicable Reserve Bank of Australia cash rate plus 4%,  
(the amounts referred to in column C to column I of Schedule E constitute the **FWE Team Member Underpayments**);
- (d) calculated the quantum of any additional FWE Team Member Underpayments to each of the Schedule E FWE Team Members during the Relevant Period, together with any interest and superannuation contributions to be paid; and
- (e) in relation to the Former WIS Entities, commenced the process of locating and paying the amounts owed to FWE Team Members.

#### **CONTRAVENTIONS**

11. The FWO has a reasonable belief, and the WIS Entities admit, that the WIS Entities contravened:
  - (a) section 45 of the FW Act during the Relevant Period by failing to pay to:
    - (i) each of the Current Team Members identified in Schedule C; and
    - (ii) each of the Former Team Members identified in Schedule D,

the amount or amounts of the Current Team Member Underpayment and the Former Team Member Underpayment (respectively) to which each employee was entitled to be paid under one or more of the modern awards (as applicable) (together the **Awards**) and the clauses of the Awards referred to in clause 12 and Schedule F to this Undertaking; and

(b) section 50 of the FW Act during the Relevant Period by failing to pay to:

- (i) each of the Current Team Members identified in Schedule C; and
- (ii) each of the Former Team Members identified in Schedule D,

the amount or amounts of the Current Team Member Underpayment and the Former Team Member Underpayment (respectively) to which each employee was entitled to be paid under one or more of the enterprise agreements (as applicable) (together the **Agreements**) and the clauses of the Agreements referred to in clause 12 and Schedule F to this Undertaking.

12. The FWO has a reasonable belief, and the WIS Entities admit that, as detailed in Schedule F, the relevant WIS Entities (Column A) contravened the relevant Clause Number (Column D) in the relevant enterprise agreements and modern awards (Column C) during the Relevant Period of Contravention (Column B) by failing to pay or correctly pay certain Current and/or Former Team Members:

- (a) annual leave loading;
- (b) laundry allowance;
- (c) first aid allowance;
- (d) vehicle allowance or kilometre reimbursement (as appropriate);
- (e) casual loading;
- (f) the correct base rate of pay for Team Members on annualised salaries;
- (g) correct overtime penalty rates;
- (h) the correct wages due to incorrect classification;
- (i) the correct termination payments; and



(j) superannuation.

13. The contraventions identified in clauses 11 and 12 and Schedule F to this Undertaking do not include:

- (a) any contraventions which relate to or arise as a consequence of the WIS Entities or WIS failing to correctly apply the FW Act, the Applicable Instruments or the Predecessor EAs to any employee not listed in Schedule C or Schedule D to this Undertaking (**Non-schedule Employees**). For the avoidance of doubt, this Undertaking is not given in respect of any Non-Schedule Employees who were underpaid as a result of the WIS Entities failing to correctly apply the FW Act, the Applicable Instruments or the Predecessor EAs and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any contravention because of any such underpayments;
- (b) any contraventions which relate to or arise as a consequence of the WIS Entities or WIS failing to correctly apply the FW Act, or any applicable industrial instrument (other than the Applicable Industrial Instruments or the Predecessor EAs referred to in Schedules A and B respectively) to any employee whether such employee be a Current Team Member, a Former Team Member or a Non-scheduled Employee. For the avoidance of doubt, this Undertaking is not given in respect of any employee (whether a Current Team Member, a Former Team Member or a Non-Schedule Employee) who was underpaid as a result of the WIS Entities (or WIS) failing to correctly apply the FW Act, or any other applicable instrument, other than the Applicable Instruments or the Predecessor EAs referred to in Schedules A and B respectively, and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any contravention because of any such underpayments;
- (c) any contraventions which have not been fully remediated by the WIS Entities including in accordance with clause 16 below, whether in respect of the Current Team Members listed in Schedule C, the Former Team Members listed in Schedule D or any Non-Schedule Employees. For the avoidance of doubt, this Undertaking does not include any contraventions affecting any employee

(including an employee listed in Schedule C or Schedule D to this Undertaking) that have not been remediated by the WIS Entities and therefore can still be the subject of an application and orders under Division 2 of Part 4-1 of the FW Act, but does apply to those team members once they are fully remediated; and

- (d) any contraventions which have not yet occurred at the date that this Undertaking is offered by the WIS Entities (whether or not those contraventions are identified in the Independent Reviews described at clause 25 below). For the avoidance of doubt, this Undertaking is not given in respect of any contravention which has not occurred on the date which it is offered by the WIS Entities and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of such contravention.

#### **UNDERTAKINGS**

- 14. The WIS Entities have and will take the actions set out at clauses 15 to 68 below, including in relation to the Former WIS Entities as set out below.

#### **Review and remediation of underpayments**

- 15. The WIS Entities undertake that they:
  - (a) have paid to each of the Schedule C Current Team Members interest on the amount referred to in paragraph 10(c)((i) (top-up payment) at the applicable Reserve Bank of Australia (RBA) cash rate plus 4%;
  - (b) have calculated the quantum of any Former Team Member Underpayments to each of the Schedule D Former Team Members during the Relevant Period, together with any superannuation contributions to be paid;
  - (c) to each of the Schedule D Former Team Members:
    - (i) have paid or will pay the underpaid amounts identified as owing to the Former Team Members (i.e. the Former Team Member Underpayments) in the amounts referred to in columns C and F of Schedule D;
    - (ii) have paid or will pay interest on those amounts calculated at the applicable Reserve Bank of Australia cash rate plus 4% in the amounts referred to in columns D and G of Schedule D; and

- (iii) by 17 February 2023, if the WIS Entities have been able to locate those former team members as at the date of execution of this Undertaking, will pay any superannuation payments which may be required by law (including lost earnings on superannuation) by making payment to their chosen superannuation fund in the amounts referred to in columns E and H of Schedule D;
  - (d) by 15 March 2023, provide the FWO evidence of all payments made to Current Team Members to rectify the Current Team Member Underpayments (including interest payments); and
  - (e) by 15 March 2023, provide the FWO evidence of all payments made to Former Team Members to rectify the Former Team Member Underpayments.
16. If any of the Former Team Members to whom Former Team Member Underpayments are owed cannot be located by the WIS Entities as at the date of execution of this Undertaking by the FWO and the WIS Entities, the WIS Entities will pay the underpayment amounts owing to those employees as set out in Schedule D (excluding interest) to the Commonwealth of Australia in accordance with section 559 of the FW Act by 30 March 2023. The WIS Entities will complete the required documents supplied by the FWO for this purpose.
- 16A. For each of those FWE Team Members in Schedule E who were employed by the Former WIS Entities, the WIS Entities undertake that the WIS Entities:
- (a) by 17 February 2023 will pay any outstanding underpayment amounts identified as owing to the FWE Team Members in the amounts referred to in columns C and F of Schedule E;
  - (b) by 17 February 2023 will pay any interest on any outstanding underpayment amounts referred to at (a) above calculated using an interest rate of the applicable Reserve Bank of Australia cash rate plus 4% in the amounts referred to in columns D and G of Schedule E;
  - (c) will pay any superannuation payments which may be required by law (including lost earnings on superannuation) by making payment to the FWE Team Members' chosen superannuation fund in the amounts referred to in columns E and H of

Schedule E;

- (d) by 15 March 2023, provide the FWO evidence of all payments made to FWE Team Members to rectify the FWE Team Members Underpayments (including interest payments);
- 16B. If any of the FWE Team Members to whom FWE Team Member Underpayments are owed by the Former WIS Entities cannot be located, the WIS Entities will pay the remaining underpayment amounts owing to those employees as set out in Schedule E (excluding interest) to the Commonwealth of Australia in accordance with section 559 of the FW Act by 30 March 2023. The WIS Entities will complete the required documents supplied by the FWO for this purpose.
17. In the event the FWO is subsequently able to locate and contact any Former Team Members to whom Former Team Member Underpayments are owed, or any FWE Team Members for whom the WIS Entities paid amounts to the FWO subject to clause 16B above, the FWO will (in addition to its obligations under section 559 of the FW Act) notify the WIS Entities in writing of the name and contact details of the Former Team Member or the FWE Team Members. Within 14 days of receiving any such notice, the relevant WIS Entity will pay the Former Team Member or FWE Team Member interest on the amount already paid by the WIS Entities to the Commonwealth of Australia in respect of that employee, calculated for each financial year from the date that the employee first became entitled to that amount up until either the date on which that amount is paid or when the amount is paid in accordance with paragraph 16 for Former Team members or 16B for FWE Team Members, whichever is the earlier, calculated using an interest rate of the applicable Reserve Bank of Australia cash rate plus 4%.

#### **Remediation Report**

18. By 15 March 2023, the WIS Entities will provide to the FWO a remediation report (**Remediation Report**) confirming that, as at the date of the Remediation Report, all current and former employees affected by the Current Team Member Underpayments, the Former Team Member Underpayments or the FWE Team Member Underpayments (collectively, the **Underpayments**), apart from those that have not been able to be

located by the WIS Entities, have been paid their entitlements (plus interest and superannuation) under the relevant industrial instrument by the relevant WIS Entity.

19. The Remediation Report will be prepared by professional advisors external to the WIS Entities (**Professional Advisors**) and must be led by:
- (a) an accounting professional (Certified Practicing Accountant, Chartered Accountant);
  - (b) an auditor (Registered Company Auditor within an Authorised Audit Company); or
  - (c) a lawyer (admitted, practising lawyer and suitably experienced in employment law).

The cost of the Professional Advisors to prepare the Remediation Report will be met by the WIS Entities.

20. The WIS Entities must ensure that the Remediation Report addresses and confirms whether:
- (a) the Applicable Instruments and/or Predecessor EAs have been correctly applied, or previously applied, to each of the Current Team Members listed in Schedule C, the Former Team Members listed in Schedule D, and the FWE Team Members listed in Schedule E;
  - (b) the Current Team Members listed in Schedule C, the Former Team Members listed in Schedule D, and the FWE Team Members listed in Schedule E were correctly classified under the Applicable Instruments and/or Predecessor EAs;
  - (c) in respect of the Underpayments identified, the process by which the WIS Entities calculated and rectified the Underpayments and whether this was in accordance with the Applicable Instruments and/or Predecessor EAs;
  - (d) the corrective steps and actions taken by the WIS Entities in relation to the Underpayments to ensure that the WIS Entities payroll and record keeping systems and processes (including but not limited in respect of overtime record keeping obligations) are in compliance with the FW Act in respect of employees to whom the Applicable Instruments apply;
  - (e) the WIS Entities have now paid each of the Current Team Members listed in

- Schedule C, the Former Team Members listed in Schedule D, and the FWE Team Members listed in Schedule E to whom the Applicable Instruments and/or Predecessor EAs apply, or applied, any amounts payable to them under clause 18 above, other than any of the Former Team Members or FWE Team Members who cannot be located by the WIS Entities; and
- (f) any exceptions to the above.
21. The WIS Entities must ensure that the Remediation Report contains the following declarations from the Professional Advisors:
- (a) other than engaging the Professional Advisors to prepare the Remediation Report, WIS and/or the WIS Entities have not provided any instruction or direction to the Professional Advisors in respect of the preparation of the Remediation Report;
  - (b) notwithstanding that the Professional Advisors are retained by the WIS Entities, the Professional Advisors acted objectively and without influence from WIS and/or the WIS Entities in preparing the Remediation Report;
  - (c) the Remediation Report is provided in accordance with applicable professional standards (which will be listed in the report); and
  - (d) the Remediation Report is provided to the FWO for its benefit and the FWO can rely on the report.
22. If the FWO identifies in the Remediation Report that any Current Team Members listed in Schedule C, the Former Team Members listed in Schedule D, or the FWE Team Members listed in Schedule E are owed amounts additional to those calculated and paid by the WIS Entities, the FWO will notify and discuss these findings with the WIS Entities. Following such discussions, the WIS Entities will pay those additional amounts to the Current Team Members listed in Schedule C, the Former Team Members listed in Schedule D, or the FWE Team Members listed in Schedule E (including any applicable superannuation and interest in accordance with this Undertaking) and provide evidence of such payment to the FWO within 12 weeks after the report is provided to WIS and the WIS Entities.
23. If any Former Team Members listed in Schedule D or FWE Team Members listed in



Schedule E identified in the Remediation Report as being owed amounts additional to the Former Team Member Underpayments or FWE Team Member Underpayments calculated by the WIS Entities cannot be located and paid, the WIS Entities will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. The WIS Entities will complete the required documents supplied by the FWO for this purpose.

24. The FWO acknowledges that the WIS Entities do not contravene this Undertaking in the event that in the preparation of the Remediation Report, the Professional Advisor makes a finding in relation to coverage, classification and/or additional amounts to be rectified under the Applicable Instruments and/or Predecessor EAs that is contrary to the determination made by the WIS Entities in its Internal Review under clause 6 above, provided the WIS Entities pay any additional amounts owing to Current Team Members listed in Schedule C, Former Team Members listed in Schedule D, or the FWE Team Members listed in Schedule E in accordance with clause 22 above within or before the timeframe set out therein or to the Commonwealth of Australia in accordance with clause 23 above within or before the timeframe set out therein. For the avoidance of doubt, the WIS Entities acknowledge that this Undertaking does not relate to any contraventions that may be identified by the Remediation Report which are not identified in clauses 11 and 12 and Schedule F or are not a contravention of the Applicable Instruments and/or Predecessor EAs relating to the employment of Current Team Members listed in Schedule C, the Former Team Members listed in Schedule D, or the FWE Team Members listed in Schedule E during the Relevant Period.

#### **Independent Reviews**

25. The WIS Entities must, at their cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Reviewer**) to conduct two reviews of the WIS Entities' compliance with the FW Act and Regulations, in relation to the Applicable Instruments and any future agreements that replace the Applicable Instruments (**Independent Reviews**).
26. The WIS Entities will notify the FWO of its proposed Independent Reviewer and ensure they are:

- (a) an accounting professional (Certified Practising Accountant, Chartered Accountant);
- (b) an auditor (Registered Company Auditor within an Authorised Audit Company); or
- (c) a lawyer (admitted, practising lawyer and suitably experienced in employment law); and
- (d) was not engaged or involved in the remediation of the identified underpayments set out in paragraphs 7 and 8,

by 15 March 2023. The FWO may in its sole discretion approve the Independent Reviewer in writing or otherwise require the WIS Entities to propose other Independent Reviewers until the FWO has approved in writing an Independent Reviewer. The Independent Reviewer must be approved by the FWO in writing prior to being engaged by the WIS Entities. The Independent Reviewer must be engaged by the WIS Entities by 27 March 2023.

27. The WIS Entities must ensure that each of the Independent Reviews includes:

- (a) identifying a randomised selection of 5% of the population of current employees, or 200 current employees (whichever is greater), who are covered by one of up to 10 industrial instruments selected by the FWO, utilising a sampling framework that ensures the sample covers a range of classifications, locations and industrial instruments (**Sampled Employees**);
- (b) an assessment of whether the Applicable Instruments (or replacement instruments) apply to the Sampled Employees in respect of their employment by the WIS Entities;
- (c) an assessment of whether the Sampled Employees to whom the Applicable Instruments (or replacement instruments) apply have been correctly classified;
- (d) an assessment of whether the pay and conditions of the Sampled Employees to whom the Applicable Instruments (or replacement instruments) apply during the relevant Independent Review period complies with the FW Act and the Applicable Instruments (or replacement instruments);

- (e) an assessment of whether the WIS Entities' payroll and record keeping systems and processes (including in respect of overtime and additional hours) comply with the FW Act and the FW Regulations in respect of the Sampled Employees to whom an applicable modern award applies (including having regard to appropriate offsetting principles) and, if not, set out any non-compliance found;
- (f) direct contact with at least 15% of the Sampled Employees to whom the Applicable Instruments (or replacement instruments) apply by way of site visits to at least five different sites (where possible) to be chosen by the Independent Reviewer, to ensure accuracy of hours worked;
- (g) the production of a written report on each of the Independent Reviews setting out the Independent Reviewer's findings, and the facts and circumstances surrounding them, to the FWO; and
- (h) that each of the written reports referred to in (g) contains the following declarations from the Independent Reviewer undertaking the Independent Reviews:
  - (i) other than engaging the Independent Reviewer to prepare the Independent Review, WIS and/or the WIS Entities have not provided any instruction or direction to the Independent Reviewer in respect of the preparation of the Independent Review;
  - (ii) notwithstanding that the Independent Reviewer is retained by the WIS Entities, the Independent Reviewer acted objectively and without influence from WIS and the WIS Entities in preparing the Independent Review;
  - (iii) the Independent Review is provided in accordance with applicable professional standards (which will be listed in the report); and
  - (iv) the Independent Review is provided to the FWO for its benefit and the FWO can rely on the Independent Review.

#### **The First Independent Review**

28. For the first of the Independent Reviews (**First Independent Review**), the relevant

review period to assess Sampled Employees is 15 March 2023 to 15 June 2023 (**First Independent Review Period**).

29. The relevant review period for the First Independent Review must be at least two full pay periods falling within the First Independent Review Period and must commence no later than 31 August 2023.
30. At least 4 weeks prior to the end of the First Independent Review Period, the WIS Entities will provide for the FWO's approval, details of the methodology to be used by the Independent Reviewer to conduct the First Independent Review. The methodology for the First Independent Review must be approved by the FWO in writing prior to the commencement of the First Independent Review Period.
31. The WIS Entities must instruct and ensure that the Independent Reviewer provides a written report of the First Independent Review (**First Review Report**) directly to the FWO and for the benefit of the FWO by 1 November 2023, setting out the First Independent Review findings, and the facts and circumstances supporting the First Independent Review's findings. The WIS Entities will ensure that the Independent Reviewer does not provide the First Review Report, or a copy of the same, to WIS or the WIS Entities without the FWO's prior written approval.

#### **The Second Independent review**

32. For the second of the Independent Reviews (**Second Independent Review**), the relevant review period to assess Sampled Employees is 15 March 2024 to 15 June 2024 (**Second Independent Review Period**).
33. The relevant review period for the Second Independent Review must be at least two full pay periods falling within the Second Independent Review Period and must commence no later than 31 August 2024.
34. At least 4 weeks prior to the end of the Second Independent Review Period, the WIS Entities will provide for the FWO's approval, details of the methodology to be used by the Independent Reviewer to conduct the Second Independent Review. The methodology for the Second Independent Review must be approved by the FWO in writing prior to the commencement of the Second Independent Review Period.

35. The WIS Entities will instruct and ensure that the Independent Reviewer provides a written report of the Second Independent Review (**Second Review Report**) directly to the FWO and for the benefit of the FWO by 1 November 2024, setting out the Second Independent Review's findings, and the facts and circumstances supporting the Second Independent Review's findings. The WIS Entities will ensure that the Independent Reviewer does not provide the written Second Review Report, or a copy of the same, to WIS or the WIS Entities without the FWO's prior written approval.

#### **Outcome of Independent Reviews**

36. If any of the Independent Reviews identify underpayments to any current or former team members (whether they be Non-schedule Employees or otherwise), the WIS Entities will conduct a reconciliation of the amounts paid to those team members during the relevant Independent Review Period and rectify any underpayments that are identified. The reconciliation period for each identified team member will be from the start of the relevant Independent Review period to the end of the relevant Independent Review Period.
37. Unless otherwise agreed with the FWO the WIS Entities will provide to the FWO evidence of such remediation within 4 weeks of being informed by the FWO of the requirement to undertake the reconciliation.
38. If any of the Independent Reviews identify an underpayment of minimum entitlements to one or more team members, and the FWO reasonably believes that team members not included in the Independent Reviews are also likely to have been underpaid, the WIS Entities will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further Independent Review of all its team members to whom the Applicable Instruments (or replacement instruments) apply (or a particular cohort of team members within this group), as determined by the FWO (**Additional Independent Review**). Any Additional Independent Review must be paid for by the WIS Entities.
39. If requested by the FWO, the WIS Entities will provide the FWO with all records and documents used to conduct any or all of the Independent Reviews (including any Additional Independent Review), within 28 days of such a request.



#### **Provision of information to the FWO / Workplace relations systems and processes**

40. By 15 March 2023, the WIS Entities will provide the FWO, unless already provided, with details of all payments made in accordance with clauses 10 and 15 of this Undertaking.
41. The WIS Entities will provide to the FWO, by 15 March 2023, details of the new systems and processes already implemented or to be implemented that demonstrate that the WIS Entities are complying with the FW Act and the FW Regulations and the applicable industrial instruments (together, the **Commonwealth Workplace Laws**). This includes appropriate systems and processes being implemented to ensure ongoing compliance (for example, uniform integrated time and attendance systems across the WIS Entities).
42. If the information provided by the WIS Entities is determined by the FWO to be insufficient to satisfy the FWO that the new systems and processes are compliant with the WIS Entities' obligations under the FW Act, the WIS Entities must, in response to a request by the FWO, provide further information as requested by the FWO within a period of 28 days.
43. The FWO may provide feedback on the systems and processes advised in accordance with clause 41 above. Within 90 days of the WIS Entities receiving the FWO's feedback, the WIS Entities will incorporate such feedback into their systems and processes or provide a detailed explanation as to why the feedback cannot be actioned.

#### **Undertaken and ongoing workplace training**

44. By 15 March 2023, the WIS Entities are required to notify the FWO of:
  - (a) what training has been undertaken since WIS notified the FWO on behalf of the WIS Entities on 10 October 2019 as set out in clause 9 above, and any training scheduled in the 12 months after the Commencement Date, in relation to the fact, and causes, of the contraventions, underpayments and remediation the subject of this Undertaking;
  - (b) who the training provider was/is, including details of the training provider's relevant qualifications for providing such training;
  - (c) who attended/will attend the training and when the training was/is to be held;  
and



- (d) details of the content of the training provided, including copies of the training materials (in relation to training that has been completed).
45. If the information provided by the WIS Entities pursuant to clause 44 above is determined by the FWO to be insufficient to satisfy the FWO that the training was adequate or acceptable, and that the future/planned training will not be adequate or acceptable, the WIS Entities must, in response to a request by the FWO, provide further information as requested by the FWO within a period of 28 days.
46. If, upon its review of the information provided by the WIS Entities, the FWO is of the view that the training was inadequate or unacceptable, or will be inadequate or unacceptable, the WIS Entities must engage an appropriately qualified and experienced external and independent trainer (**Independent Trainer**) to conduct further training for the WIS Entities (**Additional Training**).
47. Prior to the commencement of any Additional Training, the WIS Entities must:
- (a) notify the FWO of its proposed Independent Trainer;
  - (b) provide to the FWO a copy of the Independent Trainer's proposed materials for the Additional Training and an opportunity to provide feedback or comments on those materials; and
  - (c) ensure that any feedback or comments provided by the FWO in relation to the Independent Trainer's materials is adopted and taken into account.
48. Within 14 days of the completion of any Additional Training, the WIS Entities must:
- (a) confirm who attended the training and when the training was held; and
  - (b) provide a copy of the final training materials used by the Independent Trainer for that training to the FWO.
49. The WIS Entities must provide training for all new starters who have responsibility for ensuring employees are paid correctly, including but not limited to payroll, human resources and relevant management positions, with respect to compliance with FW Act, FW Regulations and industrial instruments.
50. The WIS Entities must provide regular refresher training, at least annually, to all staff

who have responsibility for ensuring employees are paid correctly, including but not limited to payroll, human resources and relevant management positions, with respect to compliance with FW Act, FW Regulations and industrial instruments.

51. The WIS Entities must provide to the FWO evidence of new starter or refresher training as and when such training occurs within 14 days of the completion of this training.

#### **Team Member Hotline**

52. Until the end of the Second Independent Review Period, the WIS Entities will continue to operate the Team Member Hotline referred to at clause 10(a) above for all Current and Former Team Members, including any FWE Team Members and FWE Former Team Members, to whom the Applicable Instruments or Predecessor EAs apply, or had applied, to make enquiries in relation to their entitlements, payments or related employment concerns in accordance with clause 53 below. Team members have the option of making enquiries on a confidential basis.

53. The WIS Entities will:

- (a) ensure that the existence and purpose of the Team Member Hotline will be communicated by email to all current employees of the WIS Entities and all former impacted employees of the WIS Entities or the Former WIS Entities (to the last known email address WIS or the WIS Entities has for those employees);
- (b) ensure the current Team Member Hotline remains operational until the end of the Second Independent Review Period;
- (c) ensure that the telephone number and email address of the Team Member Hotline are included on all communications to Current Team Members and Former Team Members in relation to matters covered by this Undertaking, the workplace notice (see clauses 56 to 59 below), the website notice (see clauses 60 to 62 below) and the social media notice (see clauses 63 to 65 below);
- (d) take steps to respond to each telephone and email enquiry and seek to resolve any issues within 30 days and notify the FWO of any issues that are not resolved within 60 days; and
- (e) provide a de-identified list of enquiries received by the Team Member Hotline to

the FWO every three months from the Commencement Date while the Team Member Hotline is operational.

#### **Taxation and financial advice**

54. The WIS Entities will continue to provide, at their cost, Current Team Members and Former Team Members with access to a taxation and financial advice service through YouTax and the opportunity to seek further information from PwC, to ensure team members have access to advice at no cost until three months after the Commencement Date.

#### **Notices – Internal and External**

##### ***Media Release***

55. Upon acceptance of the Undertaking, the FWO will publish a media release on its website in respect of this Undertaking.

##### ***Workplace Notice***

56. By 17 February 2023, but not prior to the FWO publishing a media release on its website in respect of this Undertaking, the WIS Businesses will cause to be displayed on their Intranet sites a notice in the form of:

- (a) for Blackwoods – Attachment A to this Undertaking;
- (b) for Workwear Group – Attachment B to this Undertaking; and
- (c) for Coregas – Attachment C to this Undertaking.

(collectively, **Notice**).

57. The WIS Businesses must ensure the Notice:
- (a) is displayed in at least size 10 font; and
  - (b) remains on the Intranet sites, accessible through a hyperlink on the front page of the Intranet site, for a period of 28 continuous days.
58. Within 7 days of first placing the Notice on their Intranet sites, the WIS Businesses will provide evidence to the FWO of its placement.
59. At the end of the 28 day period referred to in clause 57(b) above, the WIS Businesses

will provide confirmation to the FWO that the Notice has been continuously displayed on their Intranet sites.

***Website Notice***

60. By 17 February 2023, but not prior to the FWO publishing a media release on its website in respect of the Undertaking, each of the WIS Businesses will place the relevant Notice on its website, accessible through a hyperlink on the home page of:
- (a) [www.blackwoods.com.au](http://www.blackwoods.com.au);
  - (b) [www.coregas.com.au](http://www.coregas.com.au);
  - (c) [www.workweargroup.com.au](http://www.workweargroup.com.au).
61. The WIS Businesses must ensure the Notice:
- (a) is displayed in at least size 10 font; and
  - (b) remains on its website, accessible through a hyperlink on the home page of its Intranet site, for a period of 28 continuous days.
62. Within 7 days of placing the Notice on its website, each of the WIS Businesses will provide to the FWO evidence of its placement.

***Social Media Notice***

63. By 17 February 2023, but not prior to the FWO publishing a media release on its website in respect of the Undertaking, the WIS Businesses will place a post on their Facebook pages (**Social Media Notice**) in accordance with this clause.
64. The Social Media Notice must:
- (a) be posted to each of the WIS Business' timeline, pinned to the top of the Facebook page in public view;
  - (b) remain on the Facebook page for a continuous period of at least 28 days; and
  - (c) be in the form of a social media notice and contain the substance of:
    - (i) for Blackwoods – Attachment A to this Undertaking;
    - (ii) for Workwear Group – Attachment B to this Undertaking; and

(iii) for Coregas – Attachment C to this Undertaking (collectively, **Notice**).

65. Within 7 days of posting the Social Media Notice to its Facebook pages, the WIS Entities will provide to the FWO evidence of the posts.

**Contrition payment**

66. The WIS Entities will make a contrition payment of \$100,000 to the Commonwealth's Consolidated Revenue Fund by 21 March 2023.
67. The WIS Entities will provide evidence to the FWO of the contrition payment by 18 April 2023.

**No Inconsistent Statements**

68. The WIS Entities must not, and must use their best endeavours to ensure that their directors and officers do not, make any statement or otherwise imply, either orally or in writing, anything that is inconsistent with admissions or acknowledgements contained in this Undertaking.

**Extensions on times for completion**

69. Each of the WIS Entities may request from the FWO, an extension of time specified for completion of an obligation under this Undertaking where each of the WIS Entities have a substantial or compelling reason for doing so. The FWO may agree to a request for an extension of time at the FWO's sole discretion.
70. Where a time specified for undertaking an obligation under this Undertaking is contingent on or follows from the time specified for the completion of another obligation under this Undertaking, and that time for completion has been extended by the FWO, the time specified for completion of the later obligation is correspondingly extended by the same period.

**ACKNOWLEDGEMENTS**

71. The WIS Entities acknowledge that:
- (a) the FWO may:
    - (i) make this Undertaking (and any of the Attachments hereto) available for



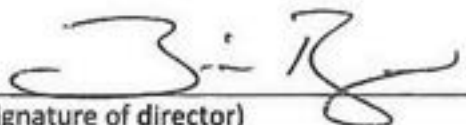
public inspection, including by posting it on the FWO internet site at [www.fairwork.gov.au](http://www.fairwork.gov.au) ;

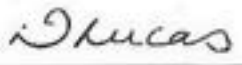
- (ii) release a copy of this Undertaking (and any of the Attachments hereto) pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);
  - (iii) issue a media release in relation to this Undertaking;
  - (iv) from time to time, publicly refer to the Undertaking (and any of the Attachments hereto) and its terms; and
  - (v) rely upon the admissions made by the WIS Entities set out in clauses 11 and 12 above in respect of decisions taken regarding enforcement action in the event that any of or all the WIS Entities are found to have failed to comply with their obligations under this Undertaking;
- (b) this Undertaking does not act as a bar against any proceedings lodged under Division 2 of Part 4-1 of the FW Act in so far as they relate to a contravention that is not remediated by the WIS Entities and is not listed in the list of contraventions above;
- (c) consistent with the Note to section 715(4) of the FW Act, this Undertaking in no way derogates from the rights and remedies available to any other person arising from the conduct set out herein;
- (d) consistent with section 715(3) of the FW Act, the WIS Entities may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (e) if any of the WIS Entities contravenes any of the terms of this Undertaking:
- (i) the FWO may apply to any of the Courts set out in section 715(6) of the FW Act, for orders under section 715(7) of the FW Act; and
  - (ii) this Undertaking may be provided to the Court as evidence of the admissions made by the WIS Entities in clauses 11 and 12 above, and also in respect of the question of costs.



**Executed as an undertaking**

EXECUTED by J. Blackwood & Son Pty Ltd in accordance with section 127(1) of the Corporations Act 2001:

  
(Signature of director)

  
(Signature of director/company secretary)

TIMOTHY BULT  
(Name of director)


DANIELLE LUCAS  
(Name of director/company secretary)

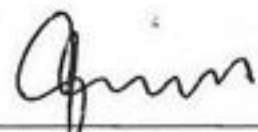
3/2/2023  
(Date)

3/2/2023  
(Date)

in the presence of:

in the presence of:

  
(Signature of witness)

  
(Signature of witness)

CARY SMITH  
(Name of witness)

CARY SMITH  
(Name of witness)

EXECUTED by Protector Alsafe Pty Ltd in accordance with section 127(1) of the Corporations Act 2001:

  
(Signature of director)

  
(Signature of director/company secretary)

TIMOTHY BULT  
(Name of director)

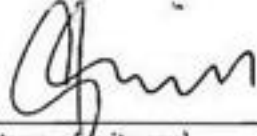
DANIELLE LUCAS  
(Name of director/company secretary)

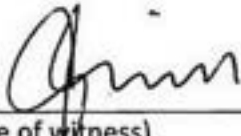
3/2/2023  
(Date)

3/2/2023  
(Date)

in the presence of:

in the presence of:

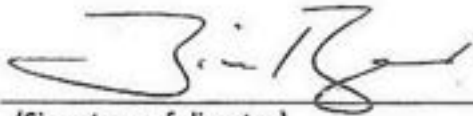
  
(Signature of witness)

  
(Signature of witness)

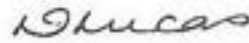
CARY SMITH  
(Name of witness)

CARY SMITH  
(Name of witness)

EXECUTED by Bullivants Pty Limited in accordance with section 127(1) of the Corporations Act 2001:



(Signature of director)



(Signature of ~~director~~/company secretary)

TIMOTHY BULT

(Name of director)

DANIELLE LUCAS

(Name of ~~director~~/company secretary)

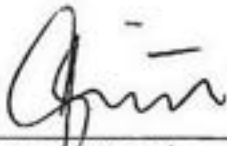
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(Date)

3/2/2023

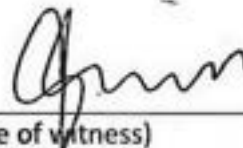
(Date)

in the presence of:



(Signature of witness)

in the presence of:



(Signature of witness)

LARY SMITH

(Name of witness)

LARY SMITH

(Name of witness)

EXECUTED by The Workwear Group Pty Ltd in accordance with section 127(1) of the Corporations Act 2001:



(Signature of director)



(Signature of director/company secretary)

TIMOTHY BULT

(Name of director)

DANIELLE LUCAS

(Name of director/company secretary)

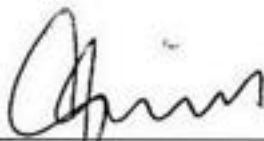
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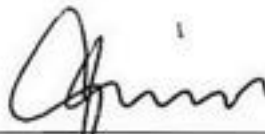
(Date)

in the presence of:



(Signature of witness)

in the presence of:



(Signature of witness)

GARY SMITH

(Name of witness)

GARY SMITH

(Name of witness)

EXECUTED by Coregas Pty Ltd in accordance with section 127(1) of the *Corporations Act* 2001:

  
(Signature of director)

  
(Signature of ~~director~~/company secretary)

TIMOTHY BULT  
(Name of director)

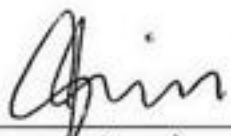
DANIELLE LUCAS  
(Name of ~~director~~/company secretary)

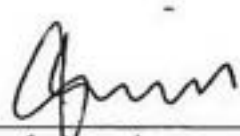
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(Date)

3/2/2023  
(Date)

in the presence of:

in the presence of:

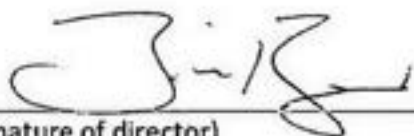
  
(Signature of witness)

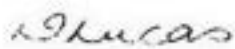
  
(Signature of witness)

LARY SMITH  
(Name of witness)

LARY SMITH  
(Name of witness)

EXECUTED by Blacksmith Jacks Pty Ltd in accordance with section 127(1) of the Corporations Act 2001:

  
(Signature of director)

  
(Signature of director/company secretary)

TIMOTHY BOLT  
(Name of director)

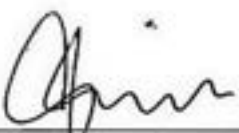
DANIELLE LUCAS  
(Name of director/company secretary)

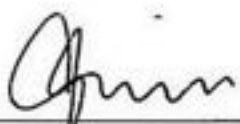
3/2/2023  
(Date)

3/2/2023  
(Date)

in the presence of:

in the presence of:

  
(Signature of witness)


  
(Signature of witness)

GARY SMITH  
(Name of witness)

GARY SMITH  
(Name of witness)



EXECUTED by Lawvale Pty Ltd in accordance with section 127(1) of the *Corporations Act 2001*:

  
(Signature of director)

  
(Signature of ~~director~~/company secretary)

TIMOTHY BULT  
(Name of director)

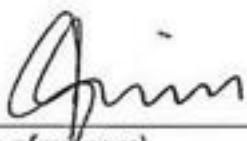
DANIELLE LUCAS  
(Name of ~~director~~/company secretary)

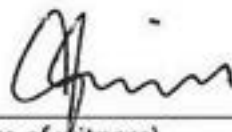
3/2/2023  
(Date)

3/2/2023  
(Date)

in the presence of:

in the presence of:

  
(Signature of witness)

  
(Signature of witness)

LARY SMITH  
(Name of witness)

LARY SMITH  
(Name of witness)

ACCEPTED by the FAIR WORK OMBUDSMAN pursuant to section 715(2) of the *Fair Work Act 2009* on:



Mark Scully, Deputy Fair Work  
Ombudsman – Compliance and  
Enforcement

3 February 2023

(Date)

Delegate for the FAIR WORK  
OMBUDSMAN

in the presence of:



(Signature of witness)

Cheryl Tam

(Name of Witness)

## **Attachment A – Blackwoods workplace notice**

In October 2019 Blackwoods notified the Fair Work Ombudsman (FWO) that it had contravened the *Fair Work Act 2009* by underpaying numerous current and former team members under provisions of the applicable modern awards and enterprise agreements.

For current team members, remediation payments have now been made in full, with interest and superannuation where applicable. Blackwoods is now in the process of contacting and remediating former team members.

You may have questions and concerns relating to the underpayments and other employment issues. As we have previously communicated, Blackwoods has established a team member hotline. The contact details for the team member hotline are:

Telephone: 1800 314 579

Email: [TeamMemberSupport@wisau.com.au](mailto:TeamMemberSupport@wisau.com.au)

You may make a query on a confidential basis.

Blackwoods will make every effort to resolve your enquiry within 14 days of receiving it and commits to maintaining open communication with you about the progress of your enquiry.

Alternatively, anyone may contact the FWO via [www.fairwork.gov.au](http://www.fairwork.gov.au) or on 13 13 94.

On behalf of Blackwoods, I again apologise for these underpayments and regret any inconvenience caused to any of our team members.

## **Attachment B – Workwear Group workplace notice**

In October 2019 Workwear Group notified the Fair Work Ombudsman (FWO) that it had contravened the *Fair Work Act 2009* by underpaying numerous current and former team members under provisions of the applicable modern awards and enterprise agreements.

For current team members, remediation payments have now been made in full, with interest and superannuation where applicable. WorkWear Group is now in the process of contacting and remediating former team members.

You may have questions and concerns relating to the underpayments and other employment issues. To address these queries, Workwear Group has established a team member hotline. The contact details for the team member hotline are:

Telephone: 1800 314 579

Email: [TeamMemberSupport@wisau.com.au](mailto:TeamMemberSupport@wisau.com.au)

You may make a query on a confidential basis.

Workwear Group will make every effort to resolve your enquiry within 14 days of receiving it and commits to maintaining open communication with you about the progress of your enquiry.

Alternatively, anyone may contact the FWO via [www.fairwork.gov.au](http://www.fairwork.gov.au) or on 13 13 94.

On behalf of Workwear Group, I apologise for these underpayments and regret any inconvenience caused to any of our team members.

## Attachment C – Coregas workplace notice

In October 2019 Coregas notified the Fair Work Ombudsman (FWO) that it had contravened the *Fair Work Act 2009* by underpaying numerous current and former team members under provisions of the applicable modern awards and enterprise agreements.

For current team members, remediation payments have now been made in full, with interest and superannuation where applicable. Coregas is now in the process of contacting and remediating former team members.

You may have questions and concerns relating to the underpayments and other employment issues. To address these queries, Coregas has established a team member hotline. The contact details for the team member hotline are:

Telephone: 1800 314 579

Email: [TeamMemberSupport@wisau.com.au](mailto:TeamMemberSupport@wisau.com.au)

You may make a query on a confidential basis.

Coregas will make every effort to resolve your enquiry within 14 days of receiving it and commits to maintaining open communication with you about the progress of your enquiry.

Alternatively, anyone may contact the FWO via [www.fairwork.gov.au](http://www.fairwork.gov.au) or on 13 13 94.

On behalf of Coregas, I apologise for these underpayments and regret any inconvenience caused to any of our team members.

**Schedule A: Relevant Applicable Instruments, the subject of the contraventions in this Undertaking, that applied as at 30 June 2020**

- (a) *Blackwoods Greystanes Warehouse Enterprise Agreement 2018 – 2021 (BGWEA 2018)*;
- (b) *Clerks – Private Sector Award 2010 (CPSA)*;
- (c) *Commercial Sales Award 2010 (CSA)*;
- (d) *Coregas Operations Enterprise Agreement (Adelaide) 2019 (COEAA 2019)*;
- (e) *Coregas Operations Enterprise Agreement (Brisbane) 2018 (COEAB 2018)*;
- (f) *Coregas Operations Enterprise Agreement (Newcastle) 2016 (COEAN 2016)*;
- (g) *Coregas Operations Enterprise Agreement (Wollongong) 2019 (COEAW 2019)*;
- (h) *Coregas Pty Ltd & AWU Coregas Operations Enterprise Agreement (Yennora) 2019 (COEAY 2019)*;
- (i) *Coregas (Thomastown) Pty Ltd and Employees and National Union of Workers Enterprise Agreement 2017 (CTENUWEA 2017)*;
- (j) *General Retail Industry Award 2010 (GRIA)*;
- (k) *Graphic Arts, Printing and Publishing Award 2010 (GAPPA)*;
- (l) *J Blackwood & Son Pty Ltd Macquarie Park Customer Service Enterprise Agreement 2017 – 2019 (JBSMPCSEA 2017)*;
- (m) *J. Blackwood & Son Pty Ltd Newcastle Enterprise Agreement 2017-2019 (JBS NEA 2017)*;
- (n) *Manufacturing and Associated Industries and Occupations Award 2010 (MAIOA)*;
- (o) *Miscellaneous Award 2010 (MA)*;
- (p) *Professional Employees Award 2010 (PEA)*;
- (q) *Road Transport and Distribution Award 2010 (RTDA)*;
- (r) *Storage Services and Wholesale Award 2010 (SSWA)*;
- (s) *Textile, Clothing, Footwear and Associated Industries Award 2010 (TCFAIA)*;
- (t) *Welshpool Distribution Services Enterprise Agreement 2017 (WDSEA 2017)*; and
- (u) *Workwear Group Pty Ltd (Melbourne Airport) Enterprise Agreement 2017 (WGMAEA 2017)*.



**Schedule B Relevant Predecessor EAs, the subject of the contraventions in this Undertaking, that applied to WIS Entities from 1 January 2010**

- (a) *Bakers Construction + Industrial Blacktown Enterprise Agreement 2010 – 2013 (BC IBEA 2010);*
- (b) *Bakers Construction + Industrial Blacktown Enterprise Agreement 2013 (BC IBEA 2013);*
- (c) *Coregas Operations Enterprise Agreement (Adelaide) 2009 (COEAA 2009);*
- (d) *Coregas Operations Enterprise Agreement (Adelaide) 2012 (COEAA 2012);*
- (e) *Coregas Operations Enterprise Agreement (Adelaide) 2015 (COEAA 2015);*
- (f) *Coregas Operations Enterprise Agreement (Brisbane) 2009 (COEAB 2009);*
- (g) *Coregas Operations Enterprise Agreement (Brisbane) 2013 (COEAB 2013);*
- (h) *Coregas Operations Enterprise Agreement (Brisbane) 2016 (COEAB 2016);*
- (i) *Coregas Operations Enterprise Agreement (Newcastle) 2011-2013 (COEAN 2011);*
- (j) *Coregas Operations Enterprise Agreement (Newcastle) 2013 (COEAN 2013);*
- (k) *Coregas Operations Enterprise Agreement (Wollongong) 2009 (COEAW 2009);*
- (l) *Coregas Operations Enterprise Agreement (Wollongong) 2012 (COEAW 2012);*
- (m) *Coregas Operations Enterprise Agreement (Wollongong) 2015 (COEAW 2015);*
- (n) *Coregas Pty Ltd & AWU & TWU Coregas Operations Enterprise Agreement (Yennora) 2009 (COEAY 2009);*
- (o) *Coregas Pty Ltd & AWU & TWU Coregas Operations Enterprise Agreement (Yennora) 2012 (COEAY 2012);*
- (p) *Coregas Pty Ltd & AWU & TWU Coregas Operations Enterprise Agreement (Yennora) 2015 (COEAY 2015);*
- (q) *Coregas (Thomastown) Pty Ltd and Employees and National Union of Workers Enterprise Agreement 2014 – 2017 (CTENUWEA 2014);*
- (r) *Coregas (Thomastown) Pty Ltd and National Union of Workers Enterprise Agreement 2011 (CTENUWEA 2011);*
- (s) *CTE Pty Ltd (Queensland) Union Collective Agreement 2009 (CTE QU CA 2009);*
- (t) *C.T.E. Pty Ltd – TCFUA Certified Agreement 2012 (CTE TCFUA CA 2012);*
- (u) *C.T.E. Pty Ltd – TCFUA Enterprise Agreement 2014 (CTE TCFUA EA 2014);*
- (v) *J. Blackwood & Son Limited Newcastle Collective Agreement 2008 – 2010 (JBS NCA 2008)*

- (w) *J. Blackwood & Son Limited Newcastle Enterprise Agreement 2011-2012 (JBS NEA 2011);*
- (x) *J. Blackwood & Son Limited Newcastle Enterprise Agreement 2013 (JBS NEA 2013);*
- (y) *J. Blackwood & Son Limited Newcastle Enterprise Agreement 2014 (JBS NEA 2014);*
- (z) *J Blackwood & Son Pty Ltd Greystanes Customer Service Enterprise Agreement 2015 – 2017 (JBSSCSEA 2015);*
- (aa) *J. Blackwood & Son Pty Ltd Newcastle Enterprise Agreement 2015-2017 (JBS NEA 2015);*
- (bb) *J Blackwood & Son Pty Ltd Smithfield Customer Service Enterprise Agreement 2009 – 2011 (JBSSCSEA 2009);*
- (cc) *J Blackwood & Son Pty Ltd Smithfield Customer Service Enterprise Agreement 2011 – 2013 (JBSSCSEA 2011);*
- (dd) *J Blackwood & Son Pty Ltd Smithfield Customer Service Enterprise Agreement 2013 – 2015 (JBSSCSEA 2013);*
- (ee) *Pacific Brands and National Union of Workers Distribution Services W.A. Enterprise Agreement (Welshpool) 2014 (PBNuw DSWAEAW 2014);*
- (ff) *Pacific Brands Distribution Services (Qld) Enterprise Agreement 2008 (PBDSQEA 2008);*
- (gg) *Pacific Brands Supply Chain Qld Enterprise Agreement 2014 (PBSCQEA 2014);*
- (hh) *Protector Alsafe, Altona Warehouse Agreement 2012 – 2015 (PAAWA 2012);*
- (ii) *Protector Alsafe, Altona Warehouse Agreement 2015 – 2018 (PAAWA 2015);*
- (jj) *Workwear Group (Keysborough DC) – TCFUA Enterprise Agreement 2017 (WGKDC TCFUA EA 2017);*
- (kk) *Yakka (Somerton) & National Union of Workers Certified Agreement 2012 (YS NUW CA 2012); and*
- (ll) *Yakka (Somerton) & National Union of Workers Enterprise Agreement 2015 (YS NUW CA 2015).*

## **Schedule C**

### **List of Current Team Members at the time of payment**

**Schedule D**

**List of Former Team Members at the time of payment**

## **Schedule E**

### **List of FWE Team Members**

**Schedule F - List of Contraventions**

**Annual Leave Loading**

**Enterprise Agreement and Award Contraventions**

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number
Blacksmith Jacks	1 May 2015 to 30 June 2020	CPSA	32.3
	6 September 2017 to 30 June 2020	GRIA	32.3
	26 August 2015 to 3 September 2019	RTDA	24.4
Blackwoods	1 May 2015 to 23 October 2016	JBS NEA 2014 & 2015	22.6
	1 May 2015 to 1 October 2017	JBSGCSEA 2015	22.4
	30 October 2019 to 5 July 2020	BGWEA 2018	18.3
	1 May 2015 to 23 October 2016	JBSSCSEA 2013 & 2015	22.4
	18 January 2016 to 12 February 2017	TCFAIA	41.1
	10 July 2017 to 5 July 2020	JBSMPCSEA 2017	22.4
	1 May 2015 to 5 July 2020	CPSA & GRIA	32.3
		SSWA	24.3(b)(i)
	1 July 2016 to 5 July 2020	GAPPA	37.7
	1 July 2019 to 31 August 2019	MAIOA	34.4
	19 September 2016 to 24 September 2017	RTDA	24.4
Bullivants	1 May 2015 to 30 June 2020	CPSA	32.3



	1 May 2015 to 31 July 2016	GAPPA	37.7
	1 May 2015 to 5 July 2020	MAIOA SSWA	34.4 24.3(b)(i)
Coregas	1 May 2015 to 30 June 2020	CTNUWEA 2011  COEAA 2015, COEAB 2016, COEAB 2016, COEAN 2013, COEAW 2015, and COEAY 2012, 2015 & 2019  RTDA	40.3  10.12  24.4
	1 July 2015 to 31 July 2015	CPSA	32.3
	1 January 2017 to 30 November 2019	PEA	18.2
Lawvale	1 May 2015 to 23 May 2017	CPSA	32.3
	1 April 2019 to 23 June 2020	GRIA	32.3
	1 May 2015 to 30 June 2020	RTDA	24.4
Protector Alsafe	1 May 2015 to 3 July 2016	JBS NEA 2014 & 2015  PAAWA 2012 & 2015  CPSA & GRIA  SSWA	21.6  26.2  32.3 24.3(b)(i)
	1 May 2015 to 31 May 2016	MAIOA	34.4
Workwear Group	1 May 2015 to 23 June 2015	CTE TCFUA EA 2014	17
	23 April 2018 to 30 September 2019	WGMAEA 2017	7.1.3

	1 May 2015 to 4 July 2017	PBNUW DSWAEAW 2014  PBSCQEA 2014	19.7   32.2.1
	5 July 2017 to 5 July 2020	WDSEA 2017	7.1.3
	30 November 2017 to 12 May 2019	WGKDC TCFUA EA 2017	41.1
	1 May 2015 to 17 April 2018	YS NUW CA 2012 & 2015	31.2.1
	1 May 2015 to 31 July 2019	CPSA	32.3
	1 July 2015 to 30 June 2020	CSA	20.3
	1 May 2015 to 31 August 2019	GRIA	32.3
	1 November 2015 to 30 June 2020	GAPPA	37.7
	1 May 2015 to 30 June 2020	SSWA  TCFA	24.3(b)(i)  41.1

#### Laundry Allowance

#### Enterprise Agreement & Award Contraventions

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number
Blacksmith Jacks	6 September 2017 to 30 June 2020	GRIA	20.2
Blackwoods	1 May 2015 to 5 July 2020	GRIA	20.2
Protector Alsafe	1 May 2015 to 3 July 2016	GRIA	20.2

Workwear Group	1 May 2015 to 30 September 2019	GRIA	20.2
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#### First Aid Allowance

#### Enterprise Agreement & Award Contraventions

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number
Blackwoods	1 May 2015 to 28 May 2017	CPSA	19.2
	1 May 2015 to 5 July 2020	GRIA	20.9
		SSWA	17.2(a)
	4 July 2016 to 5 July 2020	GAPPA	25.2(a)
	30 October 2019 to 12 January 2020	BGWEA 2018	7.1(b)
	18 January 2016 to 12 February 2017	TCFAIA	22.2(a)
Blacksmith Jacks	04 April 2018 to 30 June 2020	GRIA	20.9
Bullivants	1 May 2015 to 5 July 2020	MAIOA	30.3(b)
	1 September 2019 to 5 July 2020	SSWA	17.2(a)
Coregas	1 July 2018 to 30 June 2020	RTDA	19.3(g)
	1 May 2015 to 7 January 2020	CTNUWEA 2011, 2014 & 2017	23.2
	1 May 2015 to 30 June 2020	COEAY 2015	9.9(b)
	8 May 2019 to 30 June 2020	COEAA 2019	9.6

	1 May 2015 to 30 June 2020	COEAB 2013, 2016 & 2018	9.6
Protector Alsafe	1 May 2015 to 3 July 2016	GAPPA	25.2(a)
Workwear Group	29 October 2018 to 29 December 2019	WGMAEA 2017	5.3.2
	5 July 2017 to 29 March 2020	WDSEA 2017	5.4.3
	1 May 2015 to 5 July 2020	SSWA	17.2(a)
	1 July 2017 to 31 August 2019	TCFAIA	24.5

#### Vehicle allowance or kilometre reimbursement

##### Award Contraventions

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number
Blackwoods	1 April 2017 to 28 June 2020	GRIA	20.6 and 20.7
Bullivants	1 May 2015 to 8 September 2019	MAIOA	30.3(a)
Coregas	1 June 2020 to 30 June 2020	PEA	16.3
Workwear Group	1 May 2015 to 31 May 2018	GRIA	20.6 and 20.7

#### Casual loading

##### Enterprise Agreement & Award Contraventions

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number

Blacksmith Jacks	1 May 2015 to 3 September 2019	CPSA	11.2
Blackwoods	26 September 2016 to 3 February 2019	CPSA	11.2
	1 July 2019 to 5 July 2020	GRIA	13.2
	1 May 2015 to 5 July 2020	SSWA	11.3
Bullivants	3 July 2017 to 2 February 2020	MAIOA	11.2
	24 April 2017 to 2 June 2019	SSWA	11.3
Coregas	1 May 2015 to 23 October 2018	CPSA	11.2
	1 May 2015 to 1 March 2016	RTDA	11.3
	14 February 2018 to 3 September 2019	COEAY 2015 & 2019	6.1(e)
Protector Alsafe	15 February 2016 to 20 March 2016	CPSA	11.2
Workwear Group	29 June 2015 to 2 July 2017	GRIA	13.2
	4 July 2016 to 10 September 2017	TCFAIA	14.3

### Base rate of pay

#### Enterprise Agreement & Award Contraventions

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number
Blackwoods	4 July 2016 to 31 March 2020	CPSA	16
	1 May 2015 to 5 July 2020	GRIA SSWA	17 15

	12 September 2016 to 28 May 2017	GAPPA	17
	1 May 2015 to 29 November 2015	BC IBEA 2013	14.3
	4 May 2015 to 8 September 2019	JBS NEA 2014, 2015 & 2017	7
	30 October 2019 to 12 January 2020	BGWEA 2018	10
	10 July 2017 to 12 January 2020	JBSMPCSEA 2017	8.7
	4 July 2016 to 6 August 2017	PAAWA 2015	11
Bullivants	1 May 2015 to 30 April 2018	CPSA	16
	1 May 2015 to 26 July 2015	SSWA	15
Coregas	1 May 2015 to 12 November 2019	COEAY 2015 & 2019	6.1(e)
	1 January 2015 to 07 January 2020	CTENUWEA 2014 & 2017	19
	1 May 2015 to 3 September 2019	COEAA 2015, COEAN 2013 & COEAW 2015	9.1
	1 May 2015 to 30 June 2020	COEAB 2013 & 2016	9.1
Protector Alsafe	1 May 2015 to 3 July 2016	SSWA	15
	1 May 2015 to 3 July 2016	PAAWA 2012 & 2015	11
Workwear Group	1 May 2015 to 30 October 2016	CPSA	16
	1 May 2015 to 30 September 2019	GRIA	17



	14 August 2017 to 5 July 2020	WGMAEA 2017	5.1
	1 May 2015 to 4 July 2017	PBNUW DSWAEAW 2014 PBDSQEA 2008	20  22
	5 July 2017 to 3 September 2019	WDSEA 2017	5.1
	30 November 2017 to 12 May 2019	WGKDC TCFUA EA 2017	29
	1 May 2015 to 17 April 2018	YS NUW CA 2012	19

#### Overtime penalty rates

#### Enterprise Agreement & Award Contraventions

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number
Blacksmith Jacks	1 May 2015 to 3 September 2019	CPSA	21.4 and 28
	6 September 2017 to 30 October 2018	GRIA	29
	28 March 2018 to 27 August 2019	RTDA	11.5
Blackwoods	30 May 2016 to 29 March 2020	JBS NEA 2015 & 2017	15.7 and 17
	1 May 2015 to 31 January 2016	BC IBEA 2013	18
	1 October 2016 to 1 October 2017	JBSGCSEA 2015	16
	30 October 2019 to 29 March 2020	BGWEA 2018	15
	1 May 2015 to 3 October 2016	JBSSCSEA 2013	16

	1 October 2017 to 5 July 2020	JBSMPCSEA 2017	16
	1 May 2015 to 28 June 2020	CPSA	21.4 and 28
	1 May 2015 to 5 July 2020	GRIA	29
		SSWA	21
	1 July 2019 to 31 July 2019	MAIOA	32
	1 May 2015 to 8 September 2019	TCFAIA	39
Bullivants	21 December 2015 to 29 May 2016	CPSA	21.4 and 28
	1 May 2015 to 17 May 2020	MAIOA	32
	24 April 2017 to 31 August 2019	SSWA	21
Coregas	1 May 2015 to 3 September 2019	COEAY 2015 & 2019	8.3(d) and 8.4(f)
	1 May 2015 to 30 November 2019	RTDA	11.5
Protector Alsafe	1 May 2015 to 3 July 2016	CPSA	21.4 and 28
		GRIA	29
		SSWA	21
		TCFAIA	39
	9 March 2015 to 3 July 2016	PAAWA 2012 & 2015	20
Workwear Group	1 May 2015 to 6 October 2015	CTE TCFUA EA 2014	13
	30 March 2020 to 28 June 2020	WGMAEA 2017	6.3
	1 May 2015 to 25 July 2017	PBSCQEA 2014	29
	30 November 2017 to 1 April 2018	WGKDC TCFUA EA	37

		2017	
	1 May 2015 to 28 November 2017	YS NUW CA 2015	20
	1 July 2015 to 30 September 2015	CPSA	21.4 and 28
	1 August 2016 to 31 May 2020	CSA	19.1
	1 May 2015 to 30 June 2019	GRIA	29
	1 May 2015 to 28 June 2020	SSWA	21
		TCFAIA	39

### Termination Payments

#### Enterprise Agreement & Award Contraventions

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number
Blackwoods	1 May 2015 to 31 July 2017	CPSA	17.5 and 41
	1 May 2015 to 8 March 2020	GRIA	14 and 23.4
	1 May 2015 to 22 March 2020	SSWA	16.4 and 33
	16 April 2018 to 22 April 2018	TCFAIA	18 and 21.2
Bullivants	1 September 2019 to 30 September 2019	CPSA	17.5 and 41
	1 May 2015 to 30 September 2019	MAIOA	45.1
Coregas	27 December 2017 to 2 January 2018	CTENUWEA 2017	16.4
	2 May 2018 to 8 May 2018	COEAA 2015 & 2019	6.8

Protector Alsafe	1 May 2015 to 26 June 2016	CPSA	17.5 and 41
	18 January 2016 to 31 January 2016	GRIA	14 and 23.4
	1 May 2015 to 20 March 2016	SSWA	16.4 and 33
Workwear Group	10 August 2016 to 16 August 2016	CTENUWEA 2014	16.4
	31 October 2016 to 6 November 2016	WGKDC TCFUA EA 2017	21 and 32.4
	1 September 2015 to 30 September 2019	CSA	16.3 and 29
	1 July 2015 to 30 September 2019	GRIA	14 and 23.4
	1 September 2016 to 30 September 2016	GAPPA	15 and 28.5
	1 July 2015 to 31 July 2015	MAIOA	28
	1 July 2016 to 31 July 2016	TCFAIA	18 and 21.2

### Superannuation

#### Enterprise Agreement & Award Contraventions

Column A	Column B	Column C	Column D
WIS Entity	Period of Contraventions	Name of Instrument	Clause Number
Blackwoods	1 May 2015 to 29 March 2020	JBS NEA 2014, 2015 & 2017	33 & 34
	1 May 2015 to 2 October 2016	BC IBEA 2013	38
	30 October 2019 to 28 June 2020	BGWEA 2018	35
	1 May 2015 to 2 October 2016	JBSSCSEA 2013	36

	22 March 2018 to 28 June 2020	JBSMPCSEA 2017	36
	21 October 2016 to 1 October 2017	JBSGCSEA 2015	36
	1 May 2015 to 30 June 2020	CPSA	20
	1 May 2015 to 30 June 2020	GAPPA	27
	1 May 2015 to 30 June 2020	GRIA	20
	1 May 2015 to 2 July 2017	RTDA	20
	1 May 2015 to 28 June 2020	SSWA	19
	1 May 2015 to 5 January 2020	TCFAIA	11.8 and 27
Blacksmith Jacks	1 May 2015 to 26 December 2017	GRIA	20
Bullivants	1 May 2015 to 30 June 2020	CPSA	20
	1 May 2015 to 28 June 2020	MAIOA	31
	1 May 2015 to 28 June 2020	SSWA	19
Coregas	11 May 2015 to 23 June 2020	CTENUWEA 2014 & 2017	25
	1 May 2015 to 10 December 2018	COEAA 2012, 2015 & 2019	17
	1 May 2015 to 23 June 2020	COEAB 2013, 2016 & 2018	17
	1 May 2015 to 23 June 2020	COEAW 2012, 2015 & 2019	16
	1 May 2015 to 23 June 2020	COEAY 2012, 2015 & 2019	16 & 17
	1 May 2015 to 30 April 2020	CPSA	20
	1 May 2015 to 31 March 2019	PEA	17
	1 May 2015 to 30 June 2020	RTDA	20
Lawvale	1 May 2015 to 5 November 2019	CPSA	20
	1 May 2015 to 23 June 2020	GRIA	20
	1 May 2015 to 24 December 2019	RTDA	20

Protector Alsafe	16 July 2015 to 4 October 2015	PAAWA 2015	13
	1 May 2015 to 3 July 2020	CPSA	20
	1 May 2015 to 3 July 2016	GAPPA	27
	1 May 2015 to 3 July 2016	GRIA	20
	1 May 2015 to 3 July 2016	SSWA	19
	1 May 2015 to 3 July 2016	TCFAIA	11.8 and 27
Workwear Group	1 May 2015 to 23 June 2015	CTE TCFUA CA 2014	10, 11 and 16
	1 May 2015 to 28 June 2016	PBSCQEA 2014	19.4.21 and 26
	1 May 2015 to 27 September 2016	PBNUW DSWAEAW 2014	23
	30 November 2017 to 25 March 2018	WGKDC TCFUA EA 2017	20.8 and 33
	27 October 2017 to 28 June 2020	WGMAEA 2017	5.7
	12 December 2017 to 25 September 2020	WDSEA 2017	5.6
	1 May 2015 to 5 December 2017	YS NUW CA 2012 & 2015	24
	1 May 2015 to 30 June 2020	CPSA	20
	1 May 2015 to 30 June 2020	CSA	18
	1 May 2015 to 30 June 2020	GAPPA	27
	1 May 2015 to 24 March 2019	GRIA	20
	1 May 2015 to 30 June 2020	SSWA	19
	1 May 2015 to 30 June 2020	TCFAIA	11.8 and 27