



Australian Government

Fair Work

OMBUDSMAN

ENFORCEABLE UNDERTAKING

Dated 5th November 2012

Given by

Bush & Campbell Pty Ltd

ACN: 001 353 475

to

The Commonwealth of Australia

(as represented by the Office of the Fair Work Ombudsman)

concerning contraventions of the *Fair Work Act 2009* (Cth)

PART ONE: DETAILS

Parties	FWO and Bush & Campbell Pty Ltd	
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FWO	Name	Commonwealth of Australia (as represented by the Office of the Fair Work Ombudsman)
	ABN	43 884 188 232
	Address	The Fair Work Ombudsman GPO Box 9887 Adelaide SA 5001
	Telephone	08 8225 8265
	Fax	02 6204 2824
	Attention	Steven Ronson, Executive Director, Dispute Resolution and Compliance

Bush & Campbell Pty Ltd	Name	Bush & Campbell Pty Ltd
	ACN	001 353 475
	Address	Bush & Campbell Pty Ltd 30 Blake Street Wagga Wagga NSW 2650
	Telephone	(02) 6921 5222
	Fax	(02) 6921 7539
	Attention	Janice Maxwell

- Recitals**
- A** On 10 March 2011 the Fair Work Ombudsman (**FWO**) commenced an investigation into allegations that Bush & Campbell Pty Ltd (**Bush & Campbell**) had breached the *Fair Work Act 2009* (Cth) (**FW Act**).
- B** By reason of the matters set out in Attachment "A" (**Background**), the FWO has determined, and Bush & Campbell acknowledges, that it contravened the FW Act in relation to a former

employee, [REDACTED]

- C** The parties have agreed to resolve the contraventions without the need to resort to civil penalty litigation by way of this Enforceable Undertaking (**EU**), which is made pursuant to section 715 of the FW Act.

Governing Law Federal

Date of agreement See signing page

PART TWO: GENERAL TERMS

1 Admission and contraventions

By reason of the matters described in the Background to this EU, which are admitted without demur by Bush & Campbell, Bush & Campbell admits that it contravened the FW Act as set out in Attachment "B" (**Contraventions**).

2 Limit of Admission

- 2.1 The FWO acknowledges that the terms of this EU:
- (a) are solely for the purposes of resolving the FWO investigation into the Contraventions; and
 - (b) must not be interpreted as an admission by Bush & Campbell of liability for any matter other than as expressly provided in this EU.
- 2.2 No assertion or matter in this EU or the attachments hereto may be relied upon as an admission by any person to support a cause of action in any other proceeding.
- 2.3 However, this term does not prevent any matter in this EU being relied upon in future proceedings by the FWO in order to inform a relevant Court or tribunal of the details of the conduct that was the evidentiary foundation for Bush & Campbell entering into this EU.
- 2.4 This means that the FWO reserves the right to rely on the terms of this EU and the admissions in respect of any future proceedings brought by the FWO against Bush & Campbell in relation to any future contraventions of Commonwealth workplace laws.

3 Enforceable undertakings

Bush & Campbell **NOW UNDERTAKES** that, in consideration of the FWO agreeing not to apply for any orders under Division 2 of Part 4-1 of the FW Act in relation to the Contraventions (as evidenced by the FWO's acceptance of this EU endorsed below); Bush & Campbell must do and perform the agreed matters set out in Attachment "C" (Enforceable Undertakings).

4 Commencement of enforceable undertaking

This EU comes into effect when:

- (a) this document is executed by Bush & Campbell; and
 - (b) the FWO accepts the EU executed by Bush & Campbell (as evidenced by the FWO's acceptance of this EU endorsed below).
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5 Acknowledgements

5.1 Bush & Campbell acknowledges that:

- (a) the undertakings it has given in this EU are reasonable in the circumstances;
- (b) this EU is given to and accepted by the FWO pursuant to section 715 of the FW Act;
- (c) the FWO may:
 - i. make this EU (and any of the Attachments) available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au (subject to the FWO taking any necessary steps to the redaction of the names of any person affected by the contraventions);
 - ii. release a copy of this EU (and any of the Attachments) pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);
 - iii. issue a media release in relation to this EU;
 - iv. from time to time, publicly refer to this EU (and any of the Attachments) and its terms; and
 - v. rely upon the admissions made by Bush & Campbell in clause 1 above in respect of any decision about enforcement action to be taken in respect of any future non-compliance by Bush & Campbell with Commonwealth workplace relations obligations.
- (d) consistent with the note to section 715(4) of the FW Act, this EU in no way derogates from the rights and remedies available to any other person arising from the conduct set out in this EU; and

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- (e) if Bush & Campbell contravenes any of the terms of this EU:
- 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;
 - ii. this EU may be provided to the Court as evidence of the admissions made by Bush & Campbell in clause 1 above, and also in respect of the question of costs; and
 - iii. this EU is taken as having been withdrawn from by Bush & Campbell for the purposes of section 715(3) of the FW Act if the FWO gives its written consent (in which case the FWO may apply for orders against Bush & Campbell under Division 2 of Part 4-1 of the FW Act).

6 No Inconsistent Statements

Bush & Campbell:

- (a) must not; and
- (b) must ensure that each of its officers, employees or agents, do not, make any statement, orally or in writing, or otherwise which conveys or implies or reasonably conveys or implies anything inconsistent with the admissions or acknowledgements contained in this EU.

7 Termination by the FWO

At any time, the FWO may, by notice in writing, terminate this EU (that is, immediately and without further notice), if Bush & Campbell commits, in the opinion of the FWO, a serious or persistent contravention or non-observance of a term or terms of this EU.

8 Withdrawal from or variation to this EU

Consistent with section 715(3) of the FW Act, Bush & Campbell may withdraw from or vary this EU at any time, but only with the consent of the FWO.

9 Continuing obligations

9.1 General survival

Any provision of this EU remaining to be performed or observed by Bush & Campbell or having effect after the cessation of this EU for whatever reason (including termination by the FWO or withdrawal by Bush & Campbell) remains in full force and effect and is binding on Bush & Campbell after this EU ends.

9.2 Survival

Without limiting the generality of clause 9.1 above, the following clauses survive termination of this EU for whatever reason (including termination by the FWO or withdrawal by Bush & Campbell):

- (a) clause 1 (Admissions and contraventions); and
- (b) clause 6 (No inconsistent statements).

10 Legally binding agreement

The terms of this document are intended to have immediate effect on all parties upon acceptance by the FWO of this EU (as evidenced by the FWO's acceptance of this EU endorsed below).

11 Entire agreement

11.1 This EU constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

11.2 No oral explanation or information provided by either party to the other:

- (a) affects the meaning or interpretation of this EU; or
- (b) constitutes any collateral agreement, warranty of understanding between the FWO and Bush & Campbell.

12 No representations or warranties

Bush & Campbell and the FWO acknowledge that in entering into this EU they have not relied on any representations or warranties about the subject matter of this EU except as provided in this EU.

13 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this EU or any part of it.

14 Costs

The parties must pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this EU and other related documentation.

15 Severance

If the whole or any part of a provision of this EU is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this

EU has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this EU or is contrary to public policy.

16 Competency

Bush & Campbell acknowledges that:

- (a) before executing this EU, Bush & Campbell was given the opportunity to seek independent legal and other advice of their choice;
 - (b) in the light of any advice provided to Bush & Campbell, it considered its position;
 - (c) if Bush & Campbell has been advised by its solicitors, it has been advised by them as to the terms of this EU; and
 - (d) Bush & Campbell fully understands the effect of this EU.
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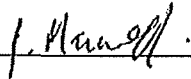
17 Governing Law

This EU is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts in that place.

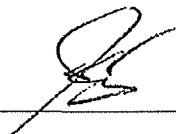
Signing Page

Dated:5th November, 2012

EXECUTED by **BUSH & CAMPBELL PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):



(Signature of Secretary/Director)



(Signature of Director)

Janice Kay Maxwell.

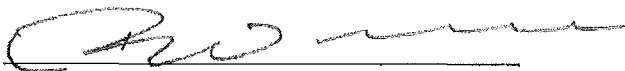
(Name of Secretary/Director in Full)

STEPHEN JAMES PAYNE

(Name of Director in Full)

ACCEPTED by the **FAIR WORK OMBUDSMAN**

Dated:7th November, 2012



NICHOLAS PAUL WILSON
FAIR WORK OMBUDSMAN

or by his Delegate subject to the instrument of delegation made pursuant to section 683 of the FW Act and executed by Nicholas Paul Wilson on 2 July 2009.

Attachment "A" Background

- 1 At all material times, Bush & Campbell carried on an Accountancy business.
- 2 From 30 April 1990 to 20 September 2009, and from November 2009 to 21 May 2010, Bush & Campbell employed [REDACTED] (**Employee**) as an Accountant.
- 3 At all material times during her employment, the Employee's duties involved preparing and producing income tax returns and financial statements on behalf of Bush & Campbell for its clients.
- 4 In or around September 1998, the Employee sought (and was granted) conversion from full-time to casual employment.
- 5 Apart from several periods of approved unpaid leave and a short period whereby she resigned from September 2009 to November 2009, at all material times on and from September 1998 the Employee was employed for seasonal periods each year.
- 6 Specifically, these seasonal periods worked by the Employee were generally:
 - (a) on or around early July to mid-December (**Tax Season**), in which she would work approximately 15 to 22 hours per week (excluding the school holiday period); and
 - (b) from 1 February to 30 April (**Post Tax Season**) at Bush & Campbell's request, where she would work approximately 15 to 22 hours per week (excluding school holiday periods).
- 7 Up until 24 December 2009, the Employee had been invited to, and had duly attended, training sessions conducted and/or organised by Bush & Campbell for its employees. These training sessions usually took place twice a month.
- 8 On or about 24 December 2009, the Employee was diagnosed as suffering from depression.
- 9 From on or about 24 December 2009 to 31 January 2010, the Employee was not required to perform work for Bush & Campbell (this being a school holiday period).

The 28 January 2010 meeting

- 10 Two working days before she was to resume her Post Tax Season work, on or about 28 January 2010 the Employee notified Bush & Campbell that she had been diagnosed as suffering from depression. This notice was provided to Bush & Campbell:
 - (a) during a meeting attended by the Employee and her husband, with Ms Janice Maxwell (**Ms Maxwell**), who was a partner in the accountancy business operated by Bush & Campbell (and also a director of the entity) (**28 January 2010 Meeting**); and
 - (b) in a letter provided by the Employee.

- 11 At the time of providing this notice, the Employee requested that certain reasonable adjustments be made by Bush & Campbell to accommodate her disability at work, namely that she:
- (a) cease working for and reporting to Mr Christopher Long, a partner in the accountancy business operated by Bush & Campbell (and also a director of the entity);
 - (b) instead she resume working on projects for, and report to, Ms Maxwell, and Mr Stephen Taylor (**Mr Taylor**) who was also a partner in the accountancy business operated by Bush & Campbell (and also a director of the entity);
 - (c) have the option of a support person (specifically, her husband) in any performance review meetings, including those in relation to work conditions and/or rates of pay; and
 - (d) be provided with support and guidance when she was allocated work that was considered to be more complex than that which she had previously performed.
- 12 At the 28 January 2010 Meeting, it was agreed between the parties that the Employee would recommence her Post Tax Season work on 1 February 2010, consistent with her usual practice set out in paragraph 6(b) (b) above.
- 13 The Employee was advised at the 28 January 2010 meeting that Bush & Campbell would consider her requests for reasonable accommodations for her disability, as set out in paragraph 1111 above.

Events following the 28 January 2010 meeting

- 14 On or about 29 January 2010, Bush & Campbell:
- (a) directed the Employee not to present for work on 1 February 2010;
 - (b) advised the Employee that her requests for reasonable adjustments as set out in paragraph 1111 above would be discussed at the next scheduled quarterly meeting of the Partners, being 9 February 2010;
 - (c) advised the Employee that she was required to obtain a medical statement confirming that any return to work would not adversely impact on her medical condition; and
 - (d) advised the Employee that her requests for reasonable adjustments as set out in paragraph 1111 above were considered by the Partners to be a request for revised conditions of her employment, and that this would require a renegotiation and entering into of a new contract of employment.
- 15 On or about 5 February 2010, the Employee:
- (a) provided Bush & Campbell with a medical certificate confirming that she was able to return to work, in accordance with the request at paragraph 14(c)(c) above; and
 - (b) informed Bush & Campbell that she was ready, willing and able to recommence her Post Tax Season work.

- 16 Notwithstanding the above, Bush & Campbell directed the Employee not to attend for her Post Tax Season work, and that she would be advised of a decision after the meeting of the Partners scheduled to occur on or about 9 February 2010.
- 17 On or about 9 February 2010, the quarterly Partners meeting took place, whereby the partners discussed the following issues:
 - (a) the Employee's diagnosis of depression;
 - (b) the Employee's request for adjustments to support her disability, specifically:
 - i. the Employee's request for an external support person;
 - ii. the Employee resuming her previous work for Mr Taylor and Ms Maxwell; and
 - (c) whether the Employee's services would be required for further Post Tax Season work in 2010.
- 18 On or about 10 February 2010, Ms Maxwell telephoned the Employee on behalf of Bush & Campbell, and provided her with 30 days notice that it did not require her services for the remainder of the Post Tax Season.
- 19 On or about 12 February 2010, Bush & Campbell notified the Employee by way of email that:
 - (a) her services were now not required for the remainder of the financial year, and that this would take effect after 30 days;
 - (b) her request for an external support person at performance discussions was rejected;
 - (c) Bush & Campbell would review its staffing levels in early July 2010; and
 - (d) Bush & Campbell would provide her with two week's notice when it required her services again.
- 20 On 9 March 2010, training sessions were conducted and/or organised by Bush & Campbell for its employees. The Employee was excluded from attending these training sessions.
- 21 On or about 20 April 2010, the Employee completed her last day of work for Bush & Campbell.
- 22 On or about 18 May 2010, a further quarterly Partners meeting took place, where it was determined that the Employee's employment with Bush & Campbell would be terminated.
- 23 On or about 21 May 2010, the Employee attended a meeting at the offices of Bush & Campbell, where she was formally advised by Mr Taylor and Ms Maxwell that her employment was terminated. This was also confirmed in writing to the Employee on the day.
- 24 After being informed of the complaint by the Employee to the FWO, Bush & Campbell has cooperated with the FWO in relation to the FWO's investigation into this matter.

Attachment "B" Contraventions

- 1 On or about 21 May 2010, Bush & Campbell contravened subsection 351(1) (Discrimination) of the FW Act by taking adverse action against the Employee, for reasons including because of her mental disability, with the adverse action being pursuant to section 342(1) items 1(a), (b), and (d) of the FW Act, in particular by:
 - (a) dismissing the Employee;
 - (b) injuring the Employee in her employment by refusing her request for a support person in performance reviews and other meetings, in order to accommodate her mental disability; and
 - (c) discriminating between the Employee and other employees by excluding the Employee from attending training sessions attended by other employees, because it had been determined that the Employee was to be dismissed because of her mental disability.

- 2 On or about 21 May 2010, Bush & Campbell contravened subsection 340(1) (Protection) of the FW Act by taking adverse action against the Employee, for reasons including because the Employee had and proposed to exercise a workplace right, that workplace right being that she was entitled to the benefit of a workplace law pursuant to section 341(1)(a) of the FW Act (being the right to reasonable workplace adjustments under subsection 6(2)(c) of the *Disability Discrimination Act 1992 (Cth)*), with the adverse action being pursuant to section 342(1) items 1(a) and (d) of the FW Act, in particular by:
 - (a) dismissing the Employee; and
 - (b) discriminating between the Employee and other employees by excluding the Employee from attending training sessions attended by other employees, because it had been determined that the Employee was to be dismissed because of her mental disability.

The Contraventions

- 25 Bush & Campbell admits that it contravened section 351(1) (Discrimination) of the FW Act by taking adverse action against the Employee for reasons including because of the Employee's mental disability, and that it contravened section 340(1)(a)(i)&(ii) (Protection) of the FW Act by taking adverse action against the Employee for reasons including because the Employee had and proposed to exercise a workplace right, with the adverse action being that pursuant to section 342(1) Item 1 (a), (b), and (d) of the FW Act, Bush & Campbell took adverse action by:
- (a) dismissing the Employee;
 - (b) injuring the Employee in her employment, and discriminating between the Employee and other Employees by:
 - i. refusing her request for a support person in performance reviews and other meetings, in order to accommodate her mental disability; and
 - ii. excluding the Employee from attending training sessions attended by other employees, because it had been determined that the Employee was to be dismissed because of her mental disability.
- 26 Bush & Campbell further acknowledges that by taking adverse action against the Employee, as outlined above, because of her mental disability, the Employee sustained economic and non-economic loss:
- (a) The economic loss consisted of lost wages from the time the Employee was to commence her Tax Season work with Bush & Campbell to the time alternative employment was found.
 - (b) The non-economic loss consisted of stress, hurt, humiliation, embarrassment and injury to feelings.

Attachment "C" Enforceable Undertakings

Bush & Campbell undertakes to:

1 Ensure future workplace relations compliance

- (a) Ensure that it complies at all times and in all respects with the FW Act by developing and implementing policies and processes, including issues of discrimination, to ensure ongoing compliance with Commonwealth workplace laws.

2 Commitment to the procurement of broader industry workplace relations advice and attendance at workplace relations training

- (a) Each year, for a total period of two years following the execution of this EU, spend a total of \$3,000.00 gross per annum in ensuring all Directors as well as the Business Manager of Bush & Campbell seek and obtain industry specific workplace relations advice (legal advice or otherwise) and attend training courses (**training course**) in relation to;
 - i. the rights and responsibilities of employers under the FW Act in relation to the employment and termination of employment of employees; and
 - ii. adverse action under the FW Act, in particular, under section 351 – Discrimination of the FW Act.
- (b) Ensure that any training course is conducted by an accredited workplace trainer who is approved by the FWO and paid for by Bush & Campbell.
- (c) Provide the training course materials used in any training courses attended by the Directors of Bush & Campbell to the FWO no later than 14 days before the training is to be conducted, and the training course materials must be approved by the FWO.
- (d) Provide evidence of attendance at (and payment of) any training courses so attended by the Directors of Bush & Campbell to the FWO, within 7 days of the training being provided.
- (e) Provide evidence of the procurement of industry or legal advice pursuant to undertaking 2(a) above to FWO within seven days of such advice being supplied to the directors of Bush & Campbell. This evidence may include invoices showing the procurement of the advice or copies of training materials but will not require the provision of actual legal or industrial advice given to Bush & Campbell.

3 Advise the Employee of EU

Send to the Employee, within 14 days of executing this EU, a letter advising her of this EU.

4 Apology

Write and send to the Employee, within 14 days of executing this EU, a letter of apology in the form of Attachment "D" to this EU, signed by all Directors of Bush & Campbell.

5 Place Workplace notices

- (a) Provide to all its employees within 28 days of executing this EU, the notice in the form of Attachment "E" (**Workplace Notice**) signed by the Directors of Bush & Campbell.
- (b) Ensure the Workplace Notice is printed in at least A3 size and clearly displayed along with a copy of this EU at the business premises of Bush & Campbell for a period of at least 30 days:
 - i. in a location to which all staff at the business premises have access; and
 - ii. in a manner which is reasonably capable of drawing the Workplace Notice and this EU to the general attention of all staff (for example, by placement on a staff noticeboard).

6 Public Notice

- (a) Within 28 days of executing this document (or so soon afterwards as is available) cause a notice to be placed in the Daily Advertiser, Wagga Wagga.
- (b) The notice must:
 - i. bear the company name of Bush & Campbell;
 - ii. bear the company logo (if any) of Bush & Campbell;
 - iii. appear on either of pages 3, 5 or 7 of the relevant edition;
 - iv. measure at least 15 cm high x 7.4 cm wide; and
 - v. be in the form of Attachment "F" to this EU.

7 Monetary Compensation

Within 21 days of the execution of this EU, Bush & Campbell will pay to the Employee the amount of \$17,805.00 gross, being compensation for economic and non-economic loss suffered by the Employee.

Attachment "D" Letter of Apology

[To go on Bush & Campbell letterhead]

[Date]

[Name and Address]

Dear Ms. [],

Discrimination complaint

We refer to your complaint to the Fair Work Ombudsman (**FWO**) in September 2010 concerning the decision of Bush & Campbell Pty Ltd (**Bush & Campbell**) to terminate your employment, after you had disclosed of your diagnosis with depression.

As you may be aware, the FWO has now finalised its investigation into your complaint. As a result of that investigation, Bush & Campbell has formally admitted that it contravened the workplace rights and anti-discrimination provisions of the *Fair Work Act 2009 (Cth)* (**FW Act**) by treating you unfairly, for reasons including because of your diagnosis with depression, by:

- (a) dismissing you because of your mental disability, and because of your workplace right to have reasonable adjustments made by Bush & Campbell in order to accommodate this disability;
- (b) injuring you by refusing your request for a support person in performance reviews and other meetings; and
- (c) discriminating between you and other employees, in particular by excluding you from attending training sessions attended by other employees, because of your mental disability and your workplace right.

Bush & Campbell is in the process of entering into an enforceable undertaking with the FWO reflecting these admissions and a copy of the final undertaking will be provided to you or can otherwise be accessed at www.fairwork.gov.au. Bush & Campbell appreciates that its contraventions of the discrimination provisions of the FW Act caused you unnecessary confusion, stress and inconvenience. Bush & Campbell sincerely regrets and apologises for this. Furthermore, we have given a commitment to the FWO on behalf of Bush & Campbell that the prescribed conduct will not occur again.

Yours sincerely,

Director/s

Bush & Campbell Pty Ltd

Attachment "E" Workplace Notice

The Office of the Fair Work Ombudsman (FWO) recently investigated allegations that Bush & Campbell Pty Ltd (**Bush & Campbell**) contravened Commonwealth workplace laws in May 2010. The allegations were that Bush & Campbell contravened the workplace rights and anti-discrimination provisions, specifically subsections 340(1) and 351(1), of the *Fair Work Act 2009* (Cth) by taking adverse action against a former employee, for reasons including because of her diagnosis of depression, specifically by:

- (a) dismissing the former employee because of her mental disability, and also because of her workplace right to have reasonable adjustments made by Bush & Campbell to accommodate her disability;
- (b) Injuring the Employee in her employment, and discriminating between the Employee and other Employees by:
 - i. refusing her request for a support person in performance reviews and other meetings, in order to accommodate her mental disability; and
 - ii. excluding the Employee from attending training sessions attended by other employees, because it had been determined that the Employee was to be dismissed because of her mental disability.

Bush & Campbell has formally admitted to the FWO that it did in fact contravene Commonwealth workplace laws as set out above.

An Enforceable Undertaking has been given by Bush & Campbell to the FWO to reflect these formal admissions (available at www.fairwork.gov.au).

Bush & Campbell expresses its sincere regret and apologises for any inconvenience this action has caused. Furthermore, Bush & Campbell gives its commitment that such conduct will not occur again and that it will comply with Commonwealth workplace relations laws in the future.

Attachment "F" Public Notice

The Office of the Fair Work Ombudsman (FWO) recently investigated allegations that Bush & Campbell Pty Ltd (**Bush & Campbell**) contravened Commonwealth workplace laws in May 2010. The allegations were that Bush & Campbell contravened the workplace rights and anti-discrimination provisions, specifically subsection 340(1) and subsection 351(1) of the *Fair Work Act 2009* (Cth) by taking adverse action against a former employee, for reasons including because of her diagnosis of depression, specifically by:

- (a) dismissing the former employee because of her mental disability, and also because of her workplace right to have reasonable adjustments made by Bush & Campbell to accommodate her disability;
- (b) injuring the Employee in her employment, and discriminating between the Employee and other Employees by:
 - i. refusing her request for a support person in performance reviews and other meetings, in order to accommodate her mental disability; and
 - ii. excluding the Employee from attending training sessions attended by other employees, because it had been determined that the Employee was to be dismissed because of her mental disability.

Bush & Campbell has formally admitted to the FWO that it did in fact contravene Commonwealth workplace laws, as outlined above.

An Enforceable Undertaking has been given by Bush & Campbell to the FWO to reflect these formal admissions (that Enforceable Undertaking available at www.fairwork.gov.au).

Bush & Campbell expresses its sincere regret and apologises for any hurt or inconvenience its actions have caused. Furthermore, Bush & Campbell gives its commitment that such conduct will not occur again and that it will comply with Commonwealth workplace relations laws in the future.