



Australian Government

Fair Work OMBUDSMAN

PROACTIVE COMPLIANCE DEED

Between

The Commonwealth of Australia

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

and

Compass Group (Australia) Pty Ltd (ABN 41000683125)

Schedule 1

Details:

Parties	Office of the Fair Work Ombudsman and Compass Group (Australia) Pty Ltd	
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FWO	Name	Commonwealth of Australia (as represented by the Office of the Fair Work Ombudsman)
	ABN	43884188232
	Address	The Fair Work Ombudsman GPO Box 9887 Brisbane QLD 4001
	Telephone	(07) 3404 7486
	Fax	(07) 6276 7173
	Attention	Russell Jacob Director – Misclassification and Operational Support Services

Name	Compass Group (Australia) Pty Ltd
ABN	41000683125
Address	35-51 Mitchell Street McMahons Point, NSW 2060
Telephone	(08) 9223 4500
Fax	(08) 9223 4604
Attention	Geoff Blyth General Manager - Workplace Relations



OPERATIVE PROVISIONS:

1. Background

- 1.1 Compass Group (Australia) Pty Ltd (**Compass Group**) is wholly owned by Compass Group PLC (registered in the UK), which is one of the world's largest food services and hospitality providers. In Australia, Compass Group operates at over 600 sites, employing more than 14,000 people. Working on-site at client locations, Compass Group specialises in providing catering and other support services to its clients' customers through its various operating brands across a wide range of market sectors, including Business & Industry, Education, Health & Aged Care (senior living), Defence, Travel, Leisure and Retail and the Remote & Offshore sector which services the oil and gas industry, mining and major resources industry construction projects.
- 1.2 During the period September 2012 to August 2013 the FWO received a small number of complaints concerning matters such as underpayment of wages and entitlements in relation to Compass Group and its related companies.
- 1.3 In September 2013, the FWO and Compass Group commenced discussions with a view to the parties entering into this Deed as a proactive workplace engagement opportunity. The Compass Group have stated their intention to be an employer who is compliant with Commonwealth workplace laws and an employer of choice.
- 1.4 The parties agree as follows.

2. Acknowledgments

- 2.1 Compass Group acknowledges that:
- (a) there are opportunities for continuous improvement in relation to its workplace practices to ensure ongoing compliance with Commonwealth workplace laws;
 - (b) the promises it has given in this Deed are reasonable in the circumstances;
 - (c) the FWO may:
 - i. make this Deed available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au;
 - ii. release a copy of this Deed pursuant to any relevant request under the *Freedom of Information Act 1982 (Cth)*;
 - iii. issue a media release in relation to this Deed; and
 - iv. from time to time, publicly refer to this Deed
 - (d) if Compass Group contravenes any of the terms of this Deed the FWO may take any enforcement action the FWO considers appropriate.

3. Promise to take proactive compliance activity

- 3.1 Compass Group must do or cause to be done all those activities and things set out in Attachment A to this Deed.



4. Commencement of Proactive Compliance Deed

4.1 This Deed comes into effect when both Compass Group and the FWO have executed this Deed.

4.2 This Deed will expire at the end of two years after the commencement of this Deed, unless terminated earlier in accordance with its terms.

5. Publicity

5.1 The FWO agrees to provide Compass Group with 24 hours to view all FWO media releases (**Releases**) arising from this Deed prior to publication by the FWO.

5.2 Notwithstanding 5.1, Compass Group agrees and acknowledges that, if Compass Group makes any suggested edits or amendments to the Releases, the FWO is under no obligation to accept any of them.

5.3 The Releases will reflect the positive cooperation of Compass Group.

6. No Inconsistent Statements

6.1 Compass Group

(a) must not; and

(b) must take all reasonable steps to ensure that each of its officers, employees or agents do not make any statement, orally, in writing, or otherwise which conveys or implies or reasonably conveys or implies anything inconsistent with the acknowledgements made in the Deed.

7. Termination by the FWO

7.1 Without prejudice to any right or remedy the FWO may have, at any time, the FWO may, by notice in writing, terminate this Deed (that is, immediately and without notice) if Compass Group commits, in the opinion of the FWO, a serious or persistent breach or non-observance of a term or terms of this Deed.

8. Independent Legal Advice

8.1 Compass Group acknowledges that:

(a) before executing this Deed, Compass Group was given the opportunity to seek independent legal and other advice of its choice;

(b) in light of any advice provided, Compass Group considered its position; and

(c) Compass Group fully understands the effect of this Deed.

9. Continuing obligations

9.1 The following clauses survive termination of this Deed for whatever reason (including termination by the FWO):

(a) clause 2 (Acknowledgements); and

(b) clause 6 (No inconsistent statements).



10. Legally binding

10.1 The terms of this document are intended to have immediate effect on all parties upon commencement of this Deed.

11. Entire agreement

11.1 This Deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter. No oral explanation or information provided by either party to the other:

- (a) affects the meaning or interpretation of this Deed; or
- (b) constitutes any collateral agreement, warranty or understanding between the FWO and Compass Group.

12. Construction

12.1 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 Deed or any part of it.

12.2 Unless expressed to the contrary in this document:

- (c) words in the singular include the plural and vice versa; and
- (d) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.

13. Severance

13.1 If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Deed 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 Deed or is contrary to public policy.

14. Governing law

14.1 This Deed shall be construed in accordance with the laws for the time being of the State of Queensland and the parties hereby submit to the jurisdiction of the Courts of that State and the Courts empowered to hear appeals from the Courts of that State.

15. Counterparts

15.1 This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.

16. Costs in respect of this Deed

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



17. Notices

17.1 Any notice, request or other communication to be given or served pursuant to this Deed must be in writing and dealt with as follows:

- (a) if given by the Compass Group to the FWO at the address indicated in Schedule 1 or as otherwise notified by the FWO; or
- (b) if given by the FWO to the Compass Group marked for the attention of the Compass Group Contact Person with the address indicated in Schedule 1 or as otherwise notified by the Compass Group

17.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically.

17.3 Any notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, upon the expiration of 2 Business Days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

18. Date of this Deed

18.1 The date the parties execute the Deed, or, if it is executed on different dates, the date of last execution.

19. Definitions

19.1 In this Deed:

Deed means this Proactive Compliance Deed, including any Schedules and Attachments;

Commonwealth means the Commonwealth of Australia, including, but not limited to where the context so admits, the Commonwealth as represented by the Office of the Fair Work Ombudsman or any successor, including, without limitation, the Fair Work Ombudsman.

Commonwealth workplace laws means:

- the *Fair Work Act 2009*;
- the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*
- the *Fair Work Regulations 2009*;
- the *Fair Work (Transitional Provisions and Consequential Amendments) Regulations 2009*;

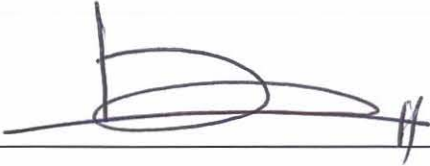
Related Company means a related body corporate as defined in the *Corporations Act 2001 (Cth)*.

Compass Group Contact Person means the person nominated by the Compass Group in Schedule 1 to this Deed, or any other person specified by Compass Group in writing and notified to the FWO.



Signing page

EXECUTED BY COMPASS GROUP
(AUSTRALIA) PTY LTD, ABN 41000683125
in accordance with section 127(1) of the
Corporations Act 2001 (Cth)



(Signature of ~~Director~~/Secretary)

Lara Jacqueline Peake
COMPANY SECRETARY

(Name of Director/Secretary in Full)

21 May 2014

(Date)

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA as
represented by the Office of the Fair Work
Ombudsman:

(Printed Name)

(Title)

In the presence of:

(Name of Witness in Full)



(Signature of Director)

David Anthony Bonomini
DIRECTOR

(Name of Director in Full)

(Date)

(Signature)

(Date)

(Signature)

ATTACHMENT "A" (PROACTIVE COMPLIANCE ACTIVITIES)

Internal Communication – The Deed

Obligations as an employer

1. Within 14 days of the execution of the Deed, Compass Group will communicate the existence of the Deed to all current employees via an internal communication method such as email, internal memo or the intra-net, and make a copy of the Deed available to all staff.
2. That communication is to be in the following form:

"Compass Group has taken the proactive step of entering into a Proactive Compliance Deed (Deed) with the Office of the Fair Work Ombudsman (FWO).

By entering into the Deed, Compass Group demonstrates that it is committed to working with the FWO to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.

Compass Group has made the Deed available to all staff through an internal communication method such as email, internal memo or the intra-net. You are also able to access information about entitlements and rights at work by contacting <insert name and contact details of the employee liaison officer appointed by Compass Group>, who has been appointed by Compass Group as an Employee Liaison Officer, or by visiting the Fair Work Ombudsman website at www.fairwork.gov.au or speaking to a Fair Work Advisor on 13 13 94."
3. Compass Group will inform all future employees, within 14 days of the commencement of their employment, of the existence of the Deed and the related information using the same methods of communication referred to in Clause 1.
4. Compass Group will update the name and contact details of the Employee Liaison Officers published in accordance with the requirements of the above clauses as required.

Obligations as the Head of a Corporate Group

5. Within 14 days of the execution of the Deed, Compass Group will communicate the existence of the Deed to each of its related bodies corporate (as defined in the *Corporations Act 2001*) via an internal communication method such as email, internal memo or the intranet.
6. That communication is to be in the following form:

"Compass Group has taken the proactive step of entering into a Proactive Compliance Deed (Deed) with the Office of the Fair Work Ombudsman (FWO).

By entering into the Deed, Compass Group demonstrates that it is committed to working with the FWO to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.

Compass Group has made the Deed available to each other company in the Compass Group Corporate Group, and employees through an internal communication method. Employees are also able to access information about entitlements and rights at work by contacting <insert name and contact details of the employee liaison officer appointed by Compass Group> as a liaison officer, or by visiting the Fair Work Ombudsman website at www.fairwork.gov.au or speaking to a Fair Work Advisor on 13 13 94."



7. Compass Group will direct each of its related bodies corporate to communicate the existence of the Deed to all its current employees via an internal communication method such as email, internal memo or the intranet.
8. Compass Group will direct each of its related bodies corporate to make a copy of the Deed available to its employees.
9. The communication is to be in the following form:

“Compass Group has taken the proactive step of entering into a Proactive Compliance Deed (Deed) with the Office of the Fair Work Ombudsman (FWO).

Compass Group is committed to working with the FWO to ensure compliance with Australian workplace laws and promote a harmonious, productive and cooperative workplace.

We have made the Deed available to all our staff through internal communications. You are also able to access information about entitlements and rights at work by contacting <insert name and contact details of the employee liaison officer appointed by Compass Group>, who has been appointed by Compass Group as a liaison officer, or by visiting the Fair Work Ombudsman website at www.fairwork.gov.au or speaking to a Fair Work Advisor on 13 13 94.”


Compass Group has directed each of its related bodies corporate to make a copy of the Deed available to its employees.
10. Compass Group will direct each of its related bodies corporate to inform all future employees, within 14 days of the commencement of their employment, of the existence of the Deed and the related information using the same methods of communication referred to in Clause 7.
11. Compass Group will update the name and contact details of the Employee Liaison Officers published in accordance with the requirements of the above clauses as required.

Implement Systems and Processes

Obligations as an Employer

12. Compass Group must ensure that it complies at all times and in all respects with relevant Commonwealth workplace laws by developing systems and processes to ensure ongoing compliance.
13. Compass Group will provide the FWO, within 28 days of the date of the execution of this Deed, with details of the systems and processes already in place or to be implemented to ensure ongoing compliance with relevant Commonwealth workplace laws.

Obligations as the Head of a Corporate Group

14. Compass Group must ensure that it and each of its related bodies corporate comply at all times and in all respects with relevant Commonwealth workplace laws by developing systems and processes to ensure ongoing compliance.
15. Compass Group will provide the FWO, within 28 days of the date of the execution of this Deed, with details of the systems and processes already in place or to be implemented to ensure ongoing compliance with relevant Commonwealth workplace laws by each of its related bodies corporate. 

Self-Resolution of Complaints

Obligations as an Employer

16. Within seven days of receiving a workplace complaint, the FWO will notify Compass Group of the complaint and provide details supplied by the complainant.
17. Compass Group will try to resolve the workplace complaint and make rectification of identified underpayments, and other issues identified by the FWO, within 28 days of notification by the FWO.
18. Within seven days of resolving the complaint, Compass Group will provide the FWO with evidence that the workplace complaint has been resolved and identified underpayments, and other issues identified by the FWO, have been rectified.
19. Where the complaint cannot be resolved by agreement between Compass Group and the complainant within 28 days of notification by the FWO, Compass Group must provide the FWO with a written report addressing the reasons why the matter could not be resolved between the parties and the steps taken by Compass Group to resolve the complaint. The report is to be provided to the FWO no later than seven days after the expiry of the 28 days from notification by the FWO.
20. The FWO reserves its rights to investigate any complaint that it considers serious or in the public interest to investigate or unable to be resolved within 28 days.
21. Further details regarding public interest considerations may be found on the FWO website.

Obligations as the Head of a Corporate Group

22. Within seven days of receiving a workplace complaint regarding one of its related bodies corporate, the FWO will notify Compass Group of the complaint and provide details supplied by the complainant.
23. Compass Group will ensure that the related body corporate tries to resolve the workplace complaint and makes rectification of identified underpayments and other issues identified by the FWO, within 28 days of notification by the FWO.
24. Within seven days of the resolution of the complaint Compass Group will provide the FWO with evidence that the workplace complaint has been resolved and identified underpayments have been rectified.
25. Where the complaint cannot be resolved by agreement between the related body corporate of Compass Group and the complainant within 28 days of notification by the FWO, Compass Group must ensure that the related body corporate provides the FWO with a written report addressing the reasons why the matter could not be resolved between the parties and the steps taken by the related body corporate of Compass Group to resolve the complaint. The report is to be provided to the FWO no later than seven days after the expiry of the 28 days from notification by the FWO.
26. The FWO reserves its rights to investigate any complaint that it considers serious or in the public interest to investigate, or unable to be resolved within 28 days.
27. Further details regarding public interest considerations may be found on the FWO website.

Resources

28. Compass Group must commit the resources it considers necessary, financial or otherwise, and meet all necessary expenses associated with the effective implementation of the Deed.
29. Compass Group must make available a specified person or persons to act as Employee Liaison officers for all queries from Compass Group employees, or employees of related bodies corporate which concern any complaints referred by the FWO.
30. Compass Group must notify the FWO in writing of the name or names of Compass Group Employee Liaison Officer/s within 7 days of the commencement of this Deed, and must notify the FWO in writing within 7 days of any change to the Compass Group Employee Liaison Officer/s.
31. Compass Group has identified in Schedule 1 to the Deed a single national contact person to whom all queries from the FWO which concern the implementation of the program, or any complaints referred by the FWO, can be directed. Compass Group must notify the FWO in writing within 7 days of any change to the national contact person
32. The FWO will identify a single national contact person (**FWO Liaison Officer**) whom all queries from Compass Group can be directed. This officer may change from time to time.

Reporting

33. One year after the commencement of the Deed, Compass Group will provide the FWO with a report addressing the following matters:
 - (a) the actions by Compass Group to address the requirements of the Deed;
 - (b) the number of complaints referred to the Compass Group;
 - (c) the number of complaints resolved by the Compass Group;
 - (d) the average number of days taken to resolve the matter from the day Compass Group receive the complaint from the FWO; and
 - (e) the average amount of underpayments.
34. The report is to be provided to the FWO no later than 28 days after the completion of the reporting period.
35. At the expiry of the Deed, Compass Group will provide the FWO with a final report capturing its actions during the life of the Deed. The final report is to address the following matters:
 - (a) the actions by Compass Group to address the requirements of the Deed;
 - (b) the number of complaints referred to Compass Group;
 - (c) the number of complaints resolved by Compass Group;
 - (d) the average number of days taken to resolve the matter from the day Compass Group receive the complaint from the FWO; and
 - (e) the average amount of underpayments.



36. The report is to be provided to the FWO no later than 28 days after the completion of the reporting period.
37. The FWO may publish the report and will reflect the positive cooperation of the Compass Group during the life of the Deed.
38. The FWO may publish its own report regarding the Deed and will provide Compass Group with an opportunity to comment on the report.
39. The FWO's report will reflect the positive cooperation of Compass Group.

