



Fair Work
OMBUDSMAN

ENFORCEABLE UNDERTAKING

This undertaking is **given** by NE CORE SUPPORTS PTY LTD (ABN 26646195299) and **accepted** by the Fair Work Ombudsman pursuant to section 715 of the *Fair Work Act 2009*.

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 NE Core Supports Pty Ltd (ABN 26646195299), of 18 Textile Avenue Wangaratta VIC 3677 (**NE Core Supports**).

COMMENCEMENT OF ENFORCEABLE UNDERTAKING

2. This Undertaking comes into effect when:
 - a. the Undertaking is executed by NE Core Supports; and
 - b. the FWO accepts the Undertaking so executed (**Commencement Date**).

BACKGROUND

3. NE Core Supports operates within the disability support services industry in and around Wangaratta, Victoria, providing support services for people with a disability including assisting in areas of daily living and community participation.
4. NE Core Supports is a NDIS provider operating since 2020. NE Core Supports currently employs 35 employees. Employee terms and conditions have been informed by the *Social, Community, Home Care and Disability Services Industry Award 2010* (**Award**).
5. FWO commenced an investigation after it received a request for assistance from an employee (**Employee**). The Employee alleged non-provision of broken shift allowance and minimum engagement payments in relation to work performed between 1 July 2022 to 10 November 2024 (**Contravention Period**) for NE Core Supports as a disability support worker.
6. The FWO acknowledges NE Core Supports' renewed commitment to establishing and implementing systems and processes across the business to avoid future non-compliance with its workplace relations obligations, including but not limited to, the contraventions listed at clause 8. NE Core Supports acknowledges contraventions would be systemic, potentially affecting other employees and has implemented the following to prevent future non-compliance:
 - a. introduced a new payroll system; and
 - b. outsourced payroll to a specialised provider.

7. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

ADMISSIONS

8. The FWO has a reasonable belief, and NE Core Supports admits that during the Contravention Period, NE Core Supports contravened:
- a. section 45 of the FW Act by contravening the following terms of the Award:
 - i. clause 10.5 (Minimum payments for part-time and casual employees);
 - ii. clause 20.12 (Broken shift allowance);
 - iii. clause 25.3 (Rostered days off);
 - iv. clause 25.4 (Rest breaks between rostered work);
 - v. clause 25.6(g) (Minimum break between broken shifts); and
 - vi. clause 25.7(f) (Minimum payments – sleepovers).
9. The contraventions referred to in clause 8 do not include:
- a. any contraventions which relate to, or arise as a consequence of NE Core Supports failing to correctly apply the Award to any employee;
 - b. any contraventions which have not yet occurred at the date that this Undertaking is offered by NE Core Supports; or
 - c. any contraventions of the Award by NE Core Supports which occurred outside of the Contravention Period defined above.

RECTIFICATION

10. NE Core Supports confirms that an amount of **\$1,423.96** has been paid to the Employee in partial rectification of the contraventions in clause 8.
11. NE Core Supports declares that a further amount (to be determined in subsequent audit) will be required to satisfy all entitlements owing to the Employee in relation to the contraventions identified in clause 8 during the Contravention Period.

UNDERTAKINGS

12. NE Core Supports will take the actions set out at clauses 13 to 38 (inclusive) below.

Workplace relations systems, processes and training

Mandatory training

13. Within 180 days of the Commencement Date, NE Core Supports will ensure that all current employees in the following positions have completed training which satisfies

clause 14 below:

- a. Director/s;
 - b. Executive Manager People Culture & Compliance;
 - c. Manager Payroll and Accounts; and
 - d. Service (Rostering) Manager.
14. The mandatory training must:
- a. be provided by an external workplace relations, human resources or employment law expert (pre-approved by the FWO, with NE Core Supports to nominate the trainer within 90 days of the Commencement Date);
 - b. cover, at a minimum:
 - i. how to apply entitlements under the Award including, without limitation:
 - 1. understanding and implementing ordinary hours of work, rostering and breaks under the Award;
 - 2. understanding (part-time, casual and sleepover) minimum payments in the Award;
 - 3. understanding broken shift entitlements in the Award; and
 - 4. understanding shift allowance entitlements in the Award.
 - ii. other FW Act entitlements and obligations, including the National Employment Standards and record keeping obligations.
15. Within six months of the Commencement Date, NE Core Supports will provide to the FWO evidence of its compliance with clauses 13 and 14 including:
- a. a copy of the training materials used; and
 - b. a list of the employees who received the training and the date on which they attended.

Independent Audits

16. NE Core Supports must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct two (2) audits of NE Core Supports' compliance with the FW Act and *Fair Work Regulations 2009* (Cth) (**FW Regulations**) and the applicable Award (or replacement industrial instrument) (**Audits**).
17. The Audits will include all employees engaged by NE Core Supports to whom the Award applies and will be for the relevant audit periods:
- a. An audit of 1 July 2022 to 30 June 2025 (**Initial Audit**); and

- b. An audit of two pay periods that fall between 1 July 2026 to 31 August 2026.
(Second Audit).
- 18. NE Core Supports will notify the FWO of its proposed Independent Auditor by no later than 45 days after the Commencement Date. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require NE Core Supports to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. In this event, the FWO will provide reasons in writing to NE Core Supports as to why the Independent Auditor nominated by NE Core Supports is not considered appropriate and NE Core Supports will be given a reasonable opportunity to address those reasons in writing before the FWO determines whether to decline approval or not. The Independent Auditor must be approved by the FWO in writing before being engaged by NE Core Supports.
- 19. NE Core Supports must ensure that the Audits conducted by the Independent Auditor include:
 - a. an assessment of all employees to whom the Award applies during the relevant audit period (**Affected Employees**) in respect of their employment by NE Core Supports;
 - b. an assessment of whether the Affected Employees have been correctly classified under the Award by NE Core Supports;
 - c. an assessment of whether the pay and conditions of the Affected Employees during the relevant audit period comply with the FW Act and FW Regulations and the Award;
 - d. the production of a written report on the Audits setting out the Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO; and
 - e. that the written report referred to in d. above contains the following declarations from the Independent Auditor:
 - i. the Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;
 - ii. notwithstanding that the Independent Auditor is retained by NE Core Supports the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from NE Core Supports in preparing the report;

- iii. the report is provided in accordance with applicable professional standards (which will be listed in the report); and
- iv. the report is provided to the FWO for its benefit and the FWO can rely on the report.

The Audits

- 20. NE Core Supports must ensure the Independent Auditor commences the
 - a. Initial Audit by no later than six months after the Commencement Date.
 - b. Second Audit by no later than six months after 31 August 2026.
- 21. The Audits will include pay and conditions of all employees and be conducted for all full pay periods where any part of the period falls within the relevant audit periods.
- 22. Within four months of the Commencement Date, NE Core Supports will provide for the FWO's approval details of the methodology the Independent Auditor intends to use to conduct the Audits.
- 23. NE Core Supports will use its best endeavours to ensure the Independent Auditor provides a draft written report of the each of the Audits to the FWO (Initial Audit - no later than eleven months after the Commencement Date and Second Audit – no later than nine months after 31 August 2026) setting out the draft Audit findings, and the facts and circumstances supporting the draft Audit findings.
- 24. NE Core Supports will use its best endeavours to ensure the Independent Auditor finalises each Audit and provides simultaneously on the same date a written report of the Audit (**Audit Report**) to the FWO and NE Core Supports within six weeks of FWO providing any comments on the draft report to the Independent Auditor.

Outcome of the Audits

- 25. If either Audit identifies underpayments to any Affected Employees, NE Core Supports will:
 - a. within 30 days of receipt of the Audit Report, (and subject to clauses 29 and 30 below) rectify any underpayments identified in the relevant audit period; and
 - b. within 120 days of receipt of the Audit Report, and unless otherwise advised by the FWO, conduct a reconciliation of the amounts paid and owed to the Affected Employees from 1 July 2022 to 30 June 2027 (or any other period, as agreed between NE Core Supports and the FWO), and rectify any underpayments that are identified.
- 26. NE Core Supports will provide to the FWO Reasonable Evidence of such rectification within 30 days of reconciliation payments being made.

27. If any employees identified in either Audit as having underpayments owing to them cannot be located within 60 days of the conclusion of the Audit, NE Core Supports will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. NE Core Supports will complete the required documents supplied by the FWO for this purpose.
28. If NE Core Supports determines that in any respect there is inaccuracy or error in respect of any underpayments identified by the Independent Audit, it will have the right within 30 days of the receipt of the Audit Report to make written submissions to the FWO and the Independent Auditor seeking a reconsideration of the affected underpayments.
29. The FWO and the Independent Auditor will give consideration to any issues raised and will provide a response to those matters before requiring NE Core Supports to proceed with rectification as set out at clause 25 above.
30. If the Second Audit identifies an underpayment of minimum entitlements to one or more of the Employees, and the FWO reasonably believes that additional underpayments were likely to have occurred, the FWO (subject to clause 31 below) may direct NE Core Supports to engage an accounting professional or an employment law specialist approved by the FWO to conduct a further audit which may require an audit of all its employees to whom the Award (or any replacement industrial instruments) applies over an additional audit period (**Additional Audit**). Any Additional Audit must be paid for by NE Core Supports.
31. Prior to the FWO giving any direction at clause 30 above, NE Core Supports will be given an opportunity to seek clarification and provide written submissions to the FWO as to whether the Additional Audit is warranted and the scope and reference terms of any Additional Audit.
32. The FWO will consider any submissions made and must provide NE Core Supports with reasoning as to why it maintains that an Additional Audit is required and as to the scope and reference terms of any Additional Audit.
33. If requested by the FWO, NE Core Supports will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 21 days of such a request subject to any legal professional privilege attaching to such records.

Worker Voice

34. NE Core Supports is committed to listening to the views and perspectives of its employees. Within 12 months of the Commencement Date, NE Core Supports will undertake an employee engagement survey (**Survey**). The design and implementation of

the survey will be approved by the FWO.

FWO My Account Registration

35. Within 14 days of the execution of the Undertaking, NE Core Supports will:
- a. register with the FWO My Account portal Register for My account and complete the 'My Account' profile, including information about the business and award coverage through the portal;
 - b. provide to the FWO the 'My Account Customer Registration Number (CRN).

Subscribe to email updates

36. Within 14 days of the execution of the Undertaking NE Core Supports will subscribe to the FWO's subscription service available at Subscribe to email updates - Fair Work Ombudsman and upon registering to the subscription service, request updates on the following and provide evidence of the subscription to the FWO:
- a. Alerts and updates;
 - b. New subscribers.

Reporting Changes in Circumstances

37. NE Core Supports will notify the FWO of any changes of circumstances that impacts on NE Core Supports' ability to comply with the obligations contained in this Undertaking, as soon as reasonably practicable after they become aware of such circumstances. Such circumstances include but are not limited to:
- a. a sale or potential sale or transfer of the organisation, or part of the organisation;
 - b. ceasing or an expectation of ceasing to trade/operate; or
 - c. the organisation going into administration or liquidation.

No Inconsistent Statements

38. NE Core Supports must not and must use its best endeavours to ensure that its officers, employees or agents 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 of Time

39. NE Core Supports may request of the FWO an extension on a time specified for completion of an obligation under this Undertaking. The FWO will not unreasonably withhold agreement on a request for an extension of time.

40. 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

41. NE Core Supports acknowledges that:
- a. the FWO may:
 - i. make this Undertaking available on the FWO internet site at www.fairwork.gov.au;
 - ii. release a copy of this Undertaking 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 its terms; and
 - v. rely upon the admissions made by NE Core Supports set out in clause 8 above in respect of decisions taken regarding enforcement action in the event that NE Core Supports is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by NE Core Supports to comply with its obligations under this Undertaking.
 - b) 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;
 - c. consistent with section 715(3) of the FW Act, NE Core Supports may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
 - d. if NE Core Supports contravenes any of the terms of this Undertaking:
 - vi. 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
 - vii. this Undertaking may be provided to the Court as evidence of the admissions made by NE Core Supports in clause 8 above, and also in respect of the question of costs.

DICTIONARY

Unless the contrary intention appears, words in the singular include the plural, and other than terms defined, have their ordinary natural meaning.

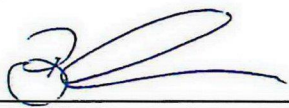
The following defined term is adopted in this Undertaking:

- **Reasonable Evidence** means such evidence as the FWO may reasonably require, and which could reasonably be expected to satisfy a court of:
 - a. the truth of any fact asserted by NE Core Supports or by any of its servants or agents; and/or
 - b. the accuracy and correctness of any information provided by NE Core Supports, or by any of its servants or agents; and/or
 - c. compliance by NE Core Supports with any term of this Undertaking.

Executed as an undertaking

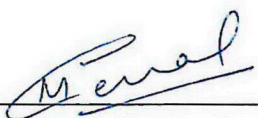
EXECUTED by an authorised person of NE Core Supports

Belinda Zwiarsen Director
(Name and position of authorised signatory)


(Signature of authorised signatory)

in the presence of:

Meenal Mittal
(Name of witness)


(Signature of witness)

9/9/2025
(Date)

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


Steve Ronson (Executive Director - Enforcement)

(Signature of Delegate)

9 September 2025
(Date)

Delegate for the Fair Work Ombudsman

in the presence of:


(Signature of witness)

Pia Morgan
(Name of Witness)