

## ENFORCEABLE UNDERTAKING

This undertaking is **given** by Southern Cross Care (WA) Inc (ABN 55046572944) and **accepted** by the Fair Work Ombudsman pursuant to section 715 of the *Fair Work Act 2009* (Cth).

## 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 Southern Cross Care (WA) Inc (ABN 55 046 572 944) (**SCCWA**).

### COMMENCEMENT OF ENFORCEABLE UNDERTAKING

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

### BACKGROUND

3. SCCWA is a not-for-profit organisation registered under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) that operates in Western Australia. SCCWA provides integrated aged care, mental health, and disability support services, including through community care, supported accommodation, residential housing and aged care homes.
4. SCCWA employs approximately 1227 employees, including at 13 aged care and mental health care facilities it operates across metropolitan Perth, and in Broome and Kalgoorlie.
5. SCCWA previously engaged its employees under four separate enterprise agreements: the *Southern Cross Care (WA) Inc. Registered Nurses Enterprise Agreement 2019*; the *Southern Cross Care (WA) Inc Home Care and Respite Services Enterprise Agreement 2019*; the *Southern Cross Care (WA) Inc. Mental Health Services Enterprise Bargaining Agreement 2019*; and the *Southern Cross Care (WA) Residential Care Enterprise Agreement 2019* (the **Enterprise Agreements**). SCCWA now engages all employees under a single enterprise agreement: the *Southern Cross Care (WA) Inc Consolidated Enterprise Agreement 2025* (**2025 EA**), which commenced operating on 8 October 2025.
6. On 17 December 2024, SCCWA self-reported to the FWO that it had identified non-compliance with the Enterprise Agreements and each of the Enterprise Agreements' 2015 predecessor agreements (**Predecessor Agreements**). The non-compliance included ordinary rates of pay, incremental (pay-point) increases, minimum engagements,

payment for shift cancellations, annual leave and leave-loading entitlements, allowances and overtime.

7. SCCWA advised the FWO it identified the issues through a review it commenced in 2022 (**Review**) as well as through employee pay queries and union advice. Internal payroll and human resources staff and third-party consultants (including data consultancy business K&M Analytics) conducted the Review.
8. Through the Review, SCCWA calculated that it owed 1977 current and former employees (**Affected Employees**) a total of \$5,392,599, inclusive of interest and superannuation.
9. Prior to the execution of this Undertaking, SCCWA notified the FWO the Review was complete and that it had remitted \$5,382,122 in outstanding entitlements to (inclusive of interest and superannuation) to 1956 Affected Employees.
10. SCCWA also notified the FWO it has implemented a system of manual checks and reporting to prevent continued non-compliance with its workplace obligations and is investing in a new Human Resource Management Information System (**HRMIS**) platform to upgrade and integrate time and attendance and payroll functions to ensure long-term compliance.
11. The FWO acknowledges SCCWA's cooperation and its open disclosure of non-compliance.

## **ADMISSIONS**

12. The FWO has a reasonable belief, and SCCWA admits, that SCCWA contravened section 50 of the FW Act between 2 January 2017 to 7 October 2025 (**Relevant Period**) by failing to pay each of the Affected Employees the amount or amounts to which that employee was entitled, as identified in Schedule A to this Undertaking, in respect of:
  - a. the provisions of the Enterprise Agreements and Predecessor Agreements identified in Attachment A to this Undertaking;
  - b. rates not less than the base rates of pay in any modern awards that covered the Affected Employees, as required by section 206 of the FW Act.
13. The contraventions referred to in clause 12 do not include:
  - a. any contraventions which relate to or arise as a consequence of SCCWA failing to correctly apply the Enterprise Agreements, Predecessor Agreements or 2025 EA (collectively, the **SCCWA Industrial Instruments**) to any employee who is not one of the Affected Employees, or because of any failure by SCCWA to correctly apply clauses of the SCCWA Industrial Instruments to an Affected Employee that are not

- set out in clause 12 above; or
- b. any contraventions which have not yet occurred at the date that this Undertaking is offered by SCCWA; or
- c. any contraventions of the SSCWA Industrial Instruments by SCCWA which occurred outside of the Relevant Period.

## **UNDERTAKINGS**

14. SCCWA will take the actions set out at clauses 15 to 56 (inclusive) below.

### **Rectify Underpayments**

15. Within 14 days of the Commencement Date, SCCWA will provide to the FWO Reasonable Evidence<sup>1</sup> of payments made to the Affected Employees to rectify the amounts identified in Schedule A.
16. If any of the Affected Employees cannot be located within 60 days of the Commencement Date, SCCWA will pay their applicable wage underpayment (as identified in the Updated Schedule A) to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act within 90 days. SCCWA will complete the required documents supplied by the FWO for this purpose.
17. In the event that the FWO is able to locate and contact any of the Affected Employees for whom wage underpayments have been paid to the Commonwealth of Australia in accordance with clause 16 above, with the consent of the Affected Employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify SCCWA in writing of the name and contact details of the Affected Employee.
18. For the term of this EU (that is, until all other obligations have been completed), within 14 days of receiving any such notice SCCWA will:
- a. pay to the Affected Employee the Interest Amount relating to their wage underpayment; and
  - b. pay to the Affected Employee's nominated superannuation fund the superannuation amount relating to their wage underpayment.

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<sup>1</sup> As defined in the Dictionary in this Undertaking.

## **Workplace relations systems and training**

### *Workplace relations systems*

19. SCCWA will provide the FWO with quarterly progress updates on the progress of the procurement and implementation of the HRMIS platform referred to in clause 10 above until such time as the system has been fully implemented and tested.
20. The quarterly updates will include:
  - a. expected delivery timeframe(s); and
  - b. a description of what has been achieved to date and what is still outstanding.
21. SCCWA will respond to any requests for further information from the FWO about any quarterly update within 14 days of such a request.

### *Mandatory training*

22. Within 4 months of the Commencement Date SCCWA will ensure that all current employees of SCCWA with responsibility for human resources, payroll and rostering have completed training which satisfies clause 23 below.
23. The mandatory training must:
  - a. be provided by an external workplace relations, human resources or employment law expert, approved by the FWO before the training is provided; and
  - b. cover, at a minimum:
    - i. how to correctly apply entitlements under the 2025 EA including, without limitation: overtime rates, penalty rates, allowances, shift workers and annual leave entitlements;
    - ii. FW Act entitlements and obligations, including the National Employment Standards and record-keeping obligations; and
  - c. be provided on an ongoing basis to all new employees with responsibility for human resources, payroll and rostering for the duration of this Undertaking.
24. Within 5 months of the Commencement Date SCCWA will provide to the FWO evidence of its compliance with clause 23 above, including:
  - a. a copy of the training materials used; and
  - b. a schedule or list of the employees who received the training and the date on which they attended.
25. The training must also be provided on an ongoing basis to any new employee with

responsibility for human resources, payroll and rostering for the duration of this Undertaking. The training must be provided, and evidence provided to the FWO of compliance with this clause, within 90 days of the new employee taking on responsibility for their position.

*No limitation on use of information*

26. SCCWA will not assert, or seek to assert, any limitation on how the FWO may use or rely on the information provided pursuant to clauses 24 and 25 above, in the lawful performance of its statutory functions and powers.

**Independent Audits**

27. SCCWA must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct two audits of SCCWA's compliance with the FW Act and *Fair Work Regulations 2009* (Cth) (**FW Regulations**) in relation to the 2025 EA and any industrial instrument that SCCWA may employ people under in future (**Audits**).
28. SCCWA will notify the FWO of its proposed Independent Auditor by no later than 8 weeks of the Commencement Date. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require SCCWA to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. The Independent Auditor must be approved by the FWO in writing before being engaged by SCCWA.
29. SCCWA must ensure that each of the Audits conducted by the Independent Auditor includes:
- a. an assessment of at least 5% of all employees to whom the 2025 EA (or any replacement industrial instrument) applies, across a range of classifications, locations and employment types (including full-time, part-time and casual employees), during the relevant audit period (**Sampled Employees**) in respect of their employment by SCCWA;
  - b. an assessment of whether the Sampled Employees have been correctly classified by SCCWA;
  - c. an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period is in compliance with the FW Act, FW Regulations and the 2025 EA (or replacement industrial instrument);

- d. the production of a written report on each of the Audits setting out the Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO; and
- e. that each of the written reports 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 SCCWA the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from SCCWA 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 First Audit*

- 30. SCCWA must ensure the Independent Auditor commences the first of the Audits by no later than 2 November 2026 (**First Audit**).
- 31. The relevant audit period for the First Audit must be at least two full pay periods falling within the period 05/10/2026 - 01/11/2026.
- 32. By 1 July 2026, SCCWA will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
- 33. SCCWA will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO by 1 March 2027 setting out the draft First Audit findings, and the facts and circumstances supporting the First Audit findings. SCCWA will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to SCCWA without the FWO's approval.
- 34. SCCWA will use its best endeavours to ensure the Independent Auditor finalises the First Audit and provides a written report of the First Audit (**First Audit Report**) directly to the FWO within four weeks of FWO providing any comments on the draft report to the Independent Auditor. SCCWA will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to SCCWA without the FWO's approval.

### *The Second Audit*

35. SCCWA must ensure the Independent Auditor commences the second of the Audits by no later than 2 November 2027 (**Second Audit**).
36. The relevant audit period for the Second Audit must be at least two full pay periods falling within the period 05/10/2027 - 01/11/2027.
37. By 1 July 2027 SCCWA will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
38. SCCWA will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO by 1 March 2028, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. SCCWA will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to SCCWA without the FWO's approval.
39. SCCWA will use its best endeavours to ensure the Independent Auditor finalises the Second Audit and provides a written report of the Second Audit (**Second Audit Report**) directly to the FWO within four weeks of FWO providing any comments on the draft report to the Independent Auditor. SCCWA will ensure the Independent Auditor does not provide the written report, or a copy of the same, to SCCWA without the FWO's approval.

### *Outcome of Audits*

40. If any of the Audits identify underpayments to any current or former employees, SCCWA will:
  - a. rectify any underpayments identified in the relevant audit period within 28 days of being so directed by the FWO;
  - b. conduct a reconciliation of the amounts paid and owed to those employees in the 12-month period, or part thereof immediately before the relevant audit period (commencing no earlier than the 2025 EA commencement date), and rectify any underpayments that are identified; and
  - c. provide Reasonable Evidence to the FWO of such rectification within 60 days of payment being made.
41. If any employees identified in the Audits as having underpayments owed to them cannot be located within 90 days of the conclusion of each Audit, SCCWA will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. SCCWA will complete the required documents supplied by the FWO for this

purpose.

42. If any of the Audits identify an underpayment of minimum entitlements to one or more employees, and the FWO informs SCCWA that it reasonably believes that employees not included in the Audits are also likely to have been underpaid, SCCWA will engage the same approved auditor, as set out at clause 28 above, to conduct a further audit of all its employees to whom the 2025 EA (or replacement industrial instrument) applies, as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by SCCWA. Any Additional Audit must adhere to the same requirements as the First and Second Audit, as set out at clauses 27 – 39 above, including approval of the auditor’s proposed methodology and reporting.
43. If requested by the FWO, SCCWA will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 30 days of such a request.

#### **Worker Voice**

44. SCCWA will implement a quarterly “Worker Voice” forum (**Forum**) and will invite union representatives from the United Workers’ Union, the Australian Nursing and Midwifery Federation, Australian Services Union and the Health Services Union to attend. The Forum will provide employees and their representatives with the opportunity to raise any concerns about and discuss workplace rights and entitlements.
45. SCCWA will implement a six-monthly employee engagement survey (**Survey**) to seek employee feedback on workplace rights and entitlements. SCCWA will use the Survey to identify opportunities to raise awareness about workplace rights and entitlements and to identify and help resolve any employee issues or concerns.
46. Matters arising from the Forum and the Survey will be tabled before the SCCWA Board of Directors (**Board**) at the Board’s next scheduled meeting following each Forum meeting and Survey.

#### **Corporate Governance**

47. SCCWA will review and, if necessary, amend their internal processes for reporting to the Board to ensure that the Board is appropriately notified of SCCWA’s compliance with their FW Act obligations and any potential breaches of their FW Act obligations. SCCWA will:
  - a. ensure any information to be provided to the FWO on workplace relations systems

- and training as required by clauses 19 and 24 is tabled and approved by the Board;
  - b. ensure that the Audit Reports prepared from the Audits described in clauses 27 - 39 above are tabled before the Board;
  - c. ensure that any remedial actions taken arising from the Audits described in clauses 27 - 39 are tabled before the Board;
  - d. by no later than three months after the Commencement Date, provide documentation to the FWO which demonstrates that the Board is regularly updated, on at least a quarterly basis, on SCCWA's compliance with their FW Act obligations and this Undertaking, including in relation to the information, reports and actions as required by clauses 46 and 47(a) - (c) above.
48. The FWO may, at any time while SCCWA has obligations under this Undertaking, request copies of documents held by the Board in respect of their monitoring of SCCWA's workplace relations compliance, including but not limited to reports prepared for the Board and Board minutes.

#### **Employee Hotline**

49. From the Commencement Date, at its own expense, SCCWA will engage an independent organisation to operate a dedicated telephone number for all current and former employees to whom the SCCWA Industrial Instruments applied or apply, to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**). Employees will have the option of making enquiries on a confidential basis.
50. The FWO has approved SCCWA engaging Stoplevel Pty Ltd to operate the Employee Hotline.
51. SCCWA will:
- a. ensure the Employee Hotline remains operational for a period of six months;
  - b. communicate the existence and purpose of the Employee Hotline by way of notice on the intranet for current staff and email to the last known email address of all former employees to whom the SCCWA Industrial Instruments apply, or had applied, known as at the Commencement Date, and dating back to 2 January 2017.
52. SCCWA will:
- a. ensure the notice/email is in the form of Attachment B to this Undertaking;
  - b. provide evidence to the FWO that the email has been sent to all required current

and former employees within 30 days of the Commencement Date;

- c. take steps to respond to each telephone 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
- d. provide a de-identified list of enquiries received by the Employee Hotline to the FWO at the end of the six-month period, which includes information about how the enquiries were resolved.

### **Reporting Changes in Circumstances**

53. SCCWA will notify the FWO of any changes of circumstances that impacts on SCCWA's ability to comply with the undertakings 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 (once a binding sale agreement has been entered into) of the business, or part of the business;
  - b. ceasing or an expectation of ceasing to trade; or
  - c. the business going into administration or liquidation.

### **Extensions of Time**

54. SCCWA may make a request to the FWO for 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.
55. 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.

### **No Inconsistent Statements**

56. SCCWA must not and will 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.

## ACKNOWLEDGEMENTS

57. SCCWA acknowledges that:

- a. the FWO may:
  - i. make this Undertaking available on the FWO internet site at [www.fairwork.gov.au](http://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 SCCWA set out in clause 12 above in respect of decisions taken regarding enforcement action in the event that SCCWA is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by SCCWA 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, SCCWA may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d. if SCCWA 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 SCCWA in clause 12 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 terms are adopted in this Undertaking:


- **Interest Amount** in relation to the Wage Underpayment is calculated in accordance with the Federal Court Pre Judgment Rate.
- **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 SCCWA or by any of its servants or agents; and/or
  - b) the accuracy and correctness of any information provided by SCCWA, or by any of its servants or agents; and/or
  - c) compliance by SCCWA with any term of this Undertaking.

**Executed as an undertaking**

EXECUTED by an authorised person of Southern Cross Care (WA) Inc

ANTON VIS

Anton Vis, Board Chair



(Signature of authorised signatory)

in the presence of:

KATHERINE ROBERTS

(Name of witness)



(Signature of witness)

21/5/2026.

(Date)

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

**Brodie Smith, Executive Director, Operations**

Brodie Smith,  
Executive Director, Operations

(Signature of Delegate)

26 May 2026

(Date)

Delegate for the Fair Work Ombudsman

in the presence of:

(Signature of witness)

Crishna Budd

(Name of Witness)

## **Attachment A – contraventions of the Enterprise Agreements and the Predecessor Agreements**

### *1. Southern Cross Care (WA) Inc. Registered Nurses Enterprise Agreement 2019:*

- (a) Clause 10.4 – Pay point progression;
- (b) Clause 14.1(2) – Paid meal breaks;
- (c) Clause 15.1 – Overtime - excess of ordinary hours;
- (d) Clause 15.1(3) – Overtime on a Saturday
- (e) Clause 15.2 – Breaks between shifts;
- (f) Clause 20 – Site responsibility allowance;
- (g) Clause 24.5 – Additional leave for continuous shift employees; and
- (h) Clause 24.8 – Annual leave loading.

### *2. Southern Cross Care (WA) Inc. Registered Nurses Enterprise Agreement 2015:*

- (a) Clause 10.4 – Pay point progression;
- (b) Clause 15.1(2) – Paid meal breaks;
- (c) Clause 16.1(3) – Overtime on a Saturday
- (d) Clause 16.2 – Breaks between shifts;
- (e) Clause 21 – Site responsibility allowance; and
- (f) Clause 25.5 – Additional leave for continuous shift employees

### *3. Southern Cross Care (WA) Inc Home Care and Respite Services Enterprise Agreement 2019:*

- (a) Undertaking 4(3) – Broken shifts
- (b) Clause 9.7 and Undertaking 13 – Casual employee minimum engagement period;
- (c) Clause 15.3 – Client cancellations;
- (d) Clause 19.3 and Undertaking 12 – Afternoon shift loading;
- (e) Clause 22 and Undertaking 3 – Overtime - excess of ordinary hours;
- (f) Clause 28.1 – Motor vehicle allowance;
- (g) Clause 31.2 – Additional leave for continuous shift employees;
- (h) Clause 31.6 – Additional week of annual leave for employees working above 26th parallel; and
- (i) Clause 31.8 – Annual leave loading.

4. *Southern Cross Care (WA) Inc Home Care and Respite Services Enterprise Agreement 2015:*
  - (a) Clause 17.3 – Client cancellations;
  - (b) Clause 30.1 – Motor vehicle allowance;
  - (c) Clause 32.2 – Additional leave for continuous shift employees; and
  - (d) Clause 32.6 – Additional week of annual leave for employees working above 26th parallel.
5. *Southern Cross Care (WA) Inc. Mental Health Services Enterprise Bargaining Agreement 2019:*
  - (a) Clause 9.7 – Casual employee minimum engagement period;
  - (b) Clause 10.3 – Pay point progression;
  - (c) Undertaking 12(2) – Payment for work during sleepovers;
  - (d) Undertaking 16(3) – Broken shifts;
  - (e) Clause 19.3 – Client Cancellations;
  - (f) Clause 16.1 and Undertaking 7 – Meal Breaks;
  - (g) Clauses 17.7, 17.8 and 17.9 – Breaks between shifts;
  - (h) Clause 22 and Undertaking 11 – Overtime - excess of ordinary hours;
  - (i) Clause 30.2 – Additional leave for continuous shift employees; and
  - (j) Clause 30.7 – Annual leave loading.
6. *Southern Cross Care (WA) Inc. Mental Health Services Enterprise Bargaining Agreement 2015:*
  - (a) Clause 17.3 – Client cancellations;
  - (b) Clauses 19.7, 19.8 and 19.9 – Breaks between shifts;
  - (c) Clause 30.1 – Motor vehicle allowance; and
  - (d) Clause 31.2 – Additional leave for continuous shift employees.
7. *Southern Cross Care (WA) Residential Care Enterprise Agreement 2019:*
  - (a) Clause 9.10 – Breaks between shifts;
  - (b) Clause 18.1 – Overtime - excess of ordinary hours;
  - (c) Clauses 23.1 and 23.2 – Annual leave for direct care employees; and
  - (d) Clause 23.8 – Annual leave loading.
8. *Southern Cross Care (WA) Residential Care Enterprise Agreement 2015:*
  - (a) Clause 9.10 – Breaks between shifts; and
  - (b) Clauses 25.1 and 25.2 – Annual leave for direct care employees.

## Attachment B – Employee Hotline

Dear {Name of employee}  
{for the purposes of an Intranet Notice, can begin “Dear valued employees”]

As you may be aware, SCCWA has admitted to the Fair Work Ombudsman (FWO) that it contravened the *Fair Work Act 2009* (Cth) in respect of certain award and enterprise agreement provisions. As a result of these contraventions, SCCWA identified that it underpaid some employees.

SCCWA understands that you may have questions and concerns relating to this and other employment issues. To address these concerns a hotline is in place for all employees to access. The hotline is being operated by Stopleveline, an independent party that can assist you with your enquiries. Stopleveline can be contacted on {insert contact details} and, if required, on a confidential basis.

SCCWA will make every attempt to resolve your enquiry within {insert number} days of receiving it and commit to maintaining open communication with you about the progress of your enquiry.

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

SCCWA expresses its sincere regret and apologises to you for failing to comply with our lawful obligations.

Sincerely,

## Schedule A – Affected employees

See attached.