

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Sunnyfield (ABN 72 000 415 127) 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 Sunnyfield (ABN 72 000 415 127) of 185 Allambie Road, Allambie Heights, NSW 2100 (**Sunnyfield**).

COMMENCEMENT OF ENFORCEABLE UNDERTAKING

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

BACKGROUND:

3. Sunnyfield operates within the Disability Services Sector.
4. Sunnyfield is a registered National Disability Insurance Scheme (**NDIS**) provider offering disability support services through supported independent living, specialist disability accommodation and lifestyle programs to clients across New South Wales for over 70 years. Sunnyfield is an Australian Charities and Not-for-Profit Commission registered charity and currently employs more than 1,700 people.
5. On 10 October 2024, Sunnyfield wrote to the FWO self-reporting current and former employees being underpaid based on their applicable rate of pay. The underpayment was identified following an external audit initiated by Sunnyfield to determine if any underpayments had occurred under the *Sunnyfield Housing & Support Division Group Home Enterprise Agreement 2012-2015* (**EA**) and the *Social, Community, Home Care and Disability Services Industry Award 2010* [MA000100] (**SCHADS Award**).
6. Sunnyfield engaged employees to work in both shared living environments and home care environments. Employees working in the shared living environment of



Sunnyfield's business were covered by the EA and those working in the home care environment were covered by the SCHADS Award.

7. Sunnyfield acknowledged the underpayments were caused by an inconsistent application of pay point progression (**PPP**) provisions under the SCHADS Award, which were incorporated into the EA and therefore these provisions equally applied to the employees covered by the EA and those covered by the SCHADS Award. As a result, some eligible employees were not progressed to a pay point that accurately reflected their continuous employment, experience and performance with Sunnyfield.
8. Sunnyfield sought legal advice in completing the payroll review of its compliance with the EA and SCHADS Award, as well as professional assistance to calculate underpayments, superannuation contributions payable, and interest on underpayments for all affected employees.
9. Throughout their review and remediation process Sunnyfield communicated closely with interested parties, including directly with affected employees, the FWO, the Health Services Union and the Australian Services Union.
10. The FWO acknowledges the cooperation and early and open disclosures made by Sunnyfield to the FWO.
11. The FWO also acknowledges Sunnyfield's commitment to establish and implement systems, processes and training within the organisation to avoid any future similar contraventions.
12. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

ADMISSIONS

13. The FWO has a reasonable belief, and Sunnyfield admits that it contravened
 - a. Section 50 of the FW Act with respect to the clauses set out in Schedule A and the relevant employees set out in Schedule B, by incorrectly implementing the PPP identified in clause 13.3 of the SCHADS Award, as



incorporated into the EA, by operation of clause 3 of the EA between 5 October 2018 and 5 October 2024 (**Relevant Period**); and

- b. Section 45 of the FW Act with respect to the clauses of the SCHADS Award in Schedule A and the relevant employees set out in Schedule B, by incorrectly implementing the PPP identified in clause 13.3 of the SCHADS Award during the Relevant Period

14. The contraventions identified in clause 13 do not include:

- a. any contraventions which relate to or arise as a consequence of Sunnyfield failing to apply the EA or PPP provisions in the SCHADS Award to any person who is not an employee named in Schedule B (**Affected Employees**), or arising from Sunnyfield failing to correctly apply any other provisions of the EA or the SCHADS Award that are not identified in clause 13 and Schedule A to an Affected Employee;
- b. any contravention that has not yet occurred at the date this Undertaking is offered by Sunnyfield; and
- c. any contraventions referred to in clause 13 which occurred outside the Relevant Period.

RECTIFICATIONS

- 15. Sunnyfield confirms an amount of \$5,360,905.70 has been paid to 1,633 current and former employees. A value of \$78,505.54 remains outstanding (including \$7,827.72 superannuation and \$5,446.72 interest at 8.35%) to 134 former employees that Sunnyfield has attempted to contact but has been unable to locate.
- 16. The FWO acknowledges that Sunnyfield has taken steps to rectify the contraventions arising from the incorrect application of the PPP provisions in the SCHADS Award which in turn impacted the calculation of the entitlements outlined in Schedule A, including the rectification of underpayments to Affected Employees during the Relevant Period, as detailed in clause 15 above. The FWO further acknowledges Sunnyfield's commitment to establish and implement systems and processes to avoid any future non-compliance with its workplace relations obligations, including

but not limited to, the Undertakings from clauses 20 to 23.d. below.

UNDERTAKINGS

17. Sunnyfield will take actions set out at clauses 18 to 62 (inclusive) below.

Rectify underpayments not yet paid and Unclaimed Monies

18. The FWO acknowledges that prior to the Commencement Date, Sunnyfield has:

- a. taken steps to locate and pay each Affected Employee not yet paid, the amount or amounts to which that employee was entitled; and
- b. provided regular updates and evidence to FWO of the payments made and for any payments that remain outstanding to Affected Employees.

19. As some of the Affected Employees cannot be located, within 60 days of the Commencement Date, Sunnyfield will make application to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act to pay the amounts owed to these employees to the Commonwealth. Sunnyfield will complete the required documents supplied by the FWO. Further, Sunnyfield will hold any interest amount it has calculated as payable to Affected Employees it has been unable to locate, so that the amount can be paid to the employee if they approach Sunnyfield or if the FWO notifies Sunnyfield it has located and paid an Affected Employee pursuant to section 559 of the FW Act.

Workplace relations processes and training

20. Within 60 days of the Commencement Date, Sunnyfield will provide the FWO its current 'Classification and Pay Point Procedure', including details of any revision of the process used to apply PPP to employees which Sunnyfield has implemented to prevent a recurrence of the contraventions that form the basis of this Undertaking.

21. Within 90 days of the Commencement Date, Sunnyfield will provide the FWO a report detailing any other action it has undertaken or has planned to address the repeat of any similar contraventions relied on for the basis of this Undertaking including dates the actions were completed or the date by which they are planned to

be completed.

22. Within 120 days of the Commencement Date, Sunnyfield will organise and ensure training, delivered either face to face or online, is provided to all persons who have responsibility for human resources, recruitment or payroll functions at Sunnyfield (**Training**).
23. In relation to the Training, Sunnyfield will:
 - a. ensure the Training relates to compliance with applicable Commonwealth workplace laws and industrial instruments, including but not limited to the rights and responsibilities of employers under the FW Act and the SCHADS Award and/or applicable enterprise agreement/s;
 - b. ensure that the Training is conducted by a workplace trainer and paid for by Sunnyfield;
 - c. provide the training materials to be used in the Training to the FWO no later than 14 days before the Training is to be conducted; and
 - d. provide evidence of attendance at the Training to the FWO within 7 days of the Training being provided (including the name and position of all attendees, and the date on which the Training was attended).

Independent Audits

24. Sunnyfield must, at its own cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct two audits of Sunnyfield's compliance with the FW Act and *Fair Work Regulations 2009* (Cth) (**FW Regulations**) in relation to the EA and SCHADS Award and any future instrument that may replace it (**Audits**).
25. Sunnyfield will notify the FWO of its proposed Independent Auditor within 6 months of the Commencement Date. The FWO may in its sole discretion approve the Independent Auditor or otherwise require Sunnyfield 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 Sunnyfield.

26. Sunnyfield must ensure that each of the Audits conducted by the Independent Auditor includes:

- a. an assessment of 5% of all employees to whom the EA and SCHADS Award applies (**Sampled Employees**) ranging across classifications, locations and employment types (including full-time, part-time and casual) during the relevant audit period in respect of their employment with Sunnyfield;
- b. an assessment of whether all pay and conditions entitlements of the Sampled Employees, including but not limited to those described in Schedule A during the relevant audit period, are compliant with the FW Act and FW Regulations and the EA and SCHADS Award;
- c. 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
- d. that each of the written reports referred to in c. 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 Sunnyfield, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from Sunnyfield 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

27. Sunnyfield must ensure the Independent Auditor commences the first of the Audits



within 9 to 12 months of the Commencement Date (**First Audit**).

28. The relevant audit period for the First Audit must have at least two separate pay cycles in the preceding six months of the First Audit.
29. Within 8 months of the Commencement Date, Sunnyfield will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
30. Sunnyfield will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO within 16 months of the Commencement Date, setting out the draft First Audit finding, and the facts and circumstances supporting the First Audit findings. Sunnyfield will not require the Independent Auditor to provide the draft written report, or a copy of the same, to Sunnyfield without FWO's approval.
31. Sunnyfield 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 1 month of FWO providing any comments on the draft report to the Independent Auditor. Sunnyfield will not require the Independent Auditor to provide the First Audit Report, or a copy of the same, to Sunnyfield without the FWO's approval.

The Second Audit

32. Sunnyfield must ensure the Independent Auditor commences the second of the audits within 21 to 24 months of the Commencement Date (**Second Audit**).
33. The relevant audit period for the Second Audit must be at least two separate pay cycles in the preceding six months of the Second Audit.
34. Within 20 months of the Commencement Date, Sunnyfield will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
35. Sunnyfield will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO within 28 months of the

Commencement Date, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. Sunnyfield will not require the Independent Auditor to provide the draft written report, or a copy of the same, to Sunnyfield without the FWO's approval

36. Sunnyfield 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 1 month of FWO providing any comments on the draft report to the Independent Auditor. Sunnyfield will not require the Independent Auditor to provide the written report, or a copy of the same, to Sunnyfield without the FWO's approval.

Outcome of Audits

37. If any of the Audits identify underpayments to any current or former employees, Sunnyfield will:
- a. rectify any underpayments identified in the relevant audit period within 28 days of receiving the relevant audit report; and
 - b. conduct a reconciliation of the amounts paid and owed to those employees in the 12-month period immediately before the relevant audit period and rectify any underpayments that are identified.
38. Sunnyfield will provide to the FWO Reasonable Evidence of such rectification within 30 days of being informed by the FWO of the requirement to undertake the reconciliation.
39. If any employees identified in the Audits as having underpayments owing to them cannot be located within 120 days of the conclusion of each Audit, Sunnyfield will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Sunnyfield will complete the required documents supplied by the FWO for this purpose.
40. If any of the Audits identify an underpayment of minimum entitlements to one or more employees, and the FWO reasonably believes that employees not included in

the Audits are also likely to have been underpaid, Sunnyfield will engage the same approved auditor, as set out at clause 25, to conduct a further audit of all its employees to whom the EA and the SCHADS Award (or any replacement industrial instrument) applies, as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by Sunnyfield. Any Additional Audit must adhere to the same requirements as the First and Second Audit, as set out at clauses 24 to 36 above (excepting that the Additional Audit will not be of a sample of employees), including approval of the auditor's proposed methodology and reporting.

41. If requested by the FWO, Sunnyfield 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.

Corporate Governance

42. Sunnyfield is committed to embedding regular workplace relations compliance monitoring as a Risk, Audit and Compliance priority, and will ensure that monitoring by the Human Resources and Remuneration Committee (**Committee**) canvasses compliance with industrial instruments, complaints and disputes raised including in relation to the application of the PPP provisions in the SCHADS Award to applicable employees, and will incorporate these issues as a standing agenda item reported to Sunnyfield's Board.
43. Sunnyfield will share the minutes of each Committee meeting with Sunnyfield's Board.
44. For the Duration of this Undertaking Sunnyfield will provide a report to the FWO every six months from the Commencement Date on the:
 - a. progress of the monitoring by the Committee;
 - b. Sunnyfield's responses to the independent audit reports; and
 - c. any complaints raised by employees regarding compliance with the application of the PPP provisions in the SCHADS Award.
45. The FWO may, at any time while Sunnyfield have obligations yet to be fulfilled,

under this Undertaking, request copies of documents (including, but not limited to, reports and meeting minutes), held by the Committee in relation to the monitoring of Sunnyfield's compliance with the FW Act, the FW Regulations, the EA and the SCHADS Award.

Worker Voice

46. Sunnyfield has established channels for employees to raise issues, provide feedback and engage with the business on issues impacting them, including via the Folio system, dedicated HR, PPP and Payroll mailboxes, the Sunnyfield Enquiry Line as well as annual employee surveys. The existing channels enable Sunnyfield's disparate workforce to engage from their location, in real time on issues impacting them including on pay and entitlements concerns.
47. FWO proposes (and Sunnyfield accepts) that Sunnyfield will:
 - a. increase the frequency of its employee survey to bi-annually;
 - b. raise awareness about how staff could use Folio to provide specific feedback on issues impacting them including entitlement related issues; and
 - c. introduce a feedback loop back to employees detailing any identified themes of contact and outcomes or actions taken as a consequent of them.
48. A collation of enquiries received, and actions taken from Folio Mailboxes and bi-annual surveys will be added as an agenda item for discussion during Board meetings at least quarterly and will include an update on compliance with industrial instruments.
49. Sunnyfield will provide a forum for consultation through a consultative committee (**Consultative Committee**). The Consultative Committee will include standing agenda items relating to (but not limited to):
 - a. any concerns and/or compliance with PPP and other entitlement related issues; and
 - b. the timing and content of the Audits, its findings, and review any complaints received regarding the remediation program or any additional audits.

50. To the extent it relates to the matters set out in clause 49 (above):
- a. proceedings of the Consultative Committee shall not be confidential; and
 - b. the Consultative Committee will contain a balanced mix of Sunnyfield employees and management.
51. The Consultative Committee will meet within 90 days of the Commencement Date, and continue to meet at least quarterly during the life of this Undertaking.
52. The Consultative Committee minutes will be provided to Sunnyfield's Board.
53. Sunnyfield will communicate to all current staff that compliance with the PPP provisions in the EA and SCHADS Award will be a standing agenda item at meetings of the Consultative Committee, and that they are welcome to raise concerns with Sunnyfield or their representatives about the issue.
54. Sunnyfield will make records of meetings available to the FWO upon request.
55. Sunnyfield will continue to operate its existing dedicated telephone numbers and email addresses (payroll and employee enquiries) for all current employees to whom the Sunnyfield industrial instruments applied or apply, to make enquiries in relation to their entitlements or related employment concerns.
56. Sunnyfield will also include a QR code to:
- a. provide information about the Consultative Committee; and
 - b. inform employees that any concerns and/or compliance with the PPP and entitlement related issues can be raised with their manager and the Consultative Committee.

Notification to Affected Employees

57. Within 35 days of the Commencement Date, Sunnyfield will provide the FWO with written assurance in the form of a letter or an email, to confirm current employees have been issued with a copy of the Notification Letter in the form of Attachment A.
58. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, Sunnyfield will post to the home page of its

intranet site in a prominent location, a notice in the form of **Attachment A**. The notice shall stay in place on the home page for 2 weeks.

59. Within 7 days of posting the intranet notice, Sunnyfield will provide evidence to the FWO that the intranet notice has been posted.

Reporting Changes in Circumstances

60. Sunnyfield will notify the FWO of any changes of circumstances that impact on Sunnyfield's ability to comply with 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 binding sale agreement has been entered into) of the business, or part of the business;
 - b. ceasing or an expectation of ceasing to trade; and/or
 - c. the business going into administration or liquidation

Extensions of Time

61. Sunnyfield 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.
62. Where a time specified for 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

63. Sunnyfield
- 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 imply anything that is inconsistent with admissions or acknowledgements contained in this Undertaking.

ACKNOWLEDGEMENTS

64. Sunnyfield acknowledges that the FWO may;
- a. make this Undertaking (and any of the Attachments hereto) available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au;
 - b. release a copy of this Undertaking (and any of the Attachments hereto) pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);
 - c. issue a media release in relation to this Undertaking;
 - d. from time to time, publicly refer to the Undertaking (and any of the Attachments hereto) and its terms;
 - e. rely upon the admissions made by Sunnyfield set out in clause 13 above in respect of decisions taken regarding enforcement action in the event that Sunnyfield is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by Sunnyfield to comply with its obligations under this Undertaking;
 - f. 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;
 - g. consistent with section 715(3) of the FW Act, Sunnyfield may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO: and
 - h. if Sunnyfield contravenes any of the terms of the 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 Sunnyfield in clause 13 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:

Duration of the Undertaking means from the Commencement Date until Sunnyfield has satisfied the final outstanding obligation under this Undertaking, thereby discharging the Undertaking in full.

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 Sunnyfield or by any of its servants or agents; and/or
- b) the accuracy and correctness of any information provided by Sunnyfield, or by any of its servants or agents; and/or
- c) compliance by Sunnyfield with any term of this Undertaking.

Executed as an undertaking

EXECUTED by Sunnyfield ABN 72 000 415 127 in accordance with section 127(1) of the
Corporations Act 2001 (Cth):



(Signature of director)



(Name of director)



(Date)

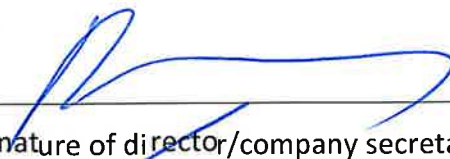
in the presence of:



(Signature of witness)



(Name of witness)



(Signature of director/company secretary)



(Name of director/company secretary)



(Date)

in the presence of:

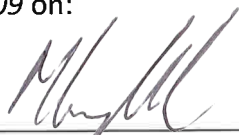


(Signature of witness)



(Name of witness)

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



Michael Campbell – Group Manager -
Operations

Delegate for the FAIR WORK
OMBUDSMAN

in the presence of:



(Date)



(Signature of witness)

Louise Cato

(Name of Witness)



Schedule A – Contraventions of the Enterprise Agreement and SCHADS Award

Sunnyfield contravened terms of the EA and SCHADS Award by incorrectly implementing the pay point progression (PPP) provisions in clause 13.3 of the SCHADS Award which in turn impacted the calculation of the following entitlements:

1. *Sunnyfield Housing & Support Division Group Home Enterprise Agreement 2012-2015 (EA):*

Clause 3 of the EA read in conjunction with the following clauses of the SCHADS Award:

- (a) Clause 14 – Length of shifts and the management of overtime;
- (b) Clause 15 – Training shifts and attendance at meetings; and
- (c) Clause 21 – Public holidays.

2. *Social, Community, Home Care and Disability Services Industry Award 2010 [MA000100] (SCHADS Award):*

- (a) Clause 10.4 – Casual loading;
- (b) Clause 26 – Saturday and Sunday work;
- (c) Clause 28 – Overtime and penalty rates (including TOIL, per clause 28.2);
- (d) Clause 29 – Shiftwork;
- (e) Clause 31 - Annual leave (including annual leave loading);
- (f) Clause 32 – Personal / carer’s leave and compassionate leave;
- (g) Clause 33 – Community service leave; and
- (h) Clause 34 – Public holidays.

Schedule B – Details of Affected Employees (provided by excel spreadsheet)

Attachment A: Notification to Employees

[insert] 2026

Dear Employees,

Update – Finalisation of Historical Payroll Review and Fair Work Ombudsman Enforceable Undertaking

Further to our previous communication dated 12 September 2025 regarding the review of historical payroll matters associated with Pay Point Progression (**PPP**), we wish to provide you with an important update.

Sunnyfield has now formally finalised this matter with the Fair Work Ombudsman (**FWO**) through an Enforceable Undertaking.

In 2024, Sunnyfield undertook a review of its payroll systems and processes and became aware of historical errors relating to the underpayment of some employee entitlements under the *Sunnyfield Housing & Support Division Group Home Enterprise Agreement 2012-2015 (EA)* and the *Social, Community, Home Care and Disability Services Award 2010 (SCHADS Award)*.

The underpayments related to:

- the incorrect implementation of Pay Point Progression (**PPP**) which resulted in the misclassification of employees; and
- due to the incorrect implementation of PPP, the incorrect wage rate was applied to the calculation of penalties, overtime and leave payments.

Sunnyfield has admitted to the FWO that it did not consistently progress some employees through pay points in a manner consistent with the SCHADS Award provisions. Consequently, some employees did not receive the correct rates of pay including; penalty rates, overtime and leave payments required by the EA and the SCHADS Award.

Since identifying these issues, Sunnyfield has undertaken an extensive remediation process to identify affected current and former employees and ensure all outstanding entitlements were repaid, including applicable interest and superannuation. We are pleased to confirm that this remediation process has been completed for all affected current employees and all identifiable former employees who could be contacted.

Sunnyfield voluntarily self-reported this matter to the FWO and has cooperated fully throughout the process. The Enforceable Undertaking outlines the historical contraventions identified, the remediation completed, and the measures implemented to strengthen payroll governance, systems and oversight processes to reduce the risk of similar issues occurring in the future.



Importantly, this is not a new matter and there are no additional findings beyond those previously communicated to employees.

As part of the finalisation process, the FWO may issue a public statement regarding the matter in the coming days.

Sunnyfield sincerely regrets that these payroll errors occurred and apologises to all affected employees. We acknowledge the seriousness of this matter and remain committed to ensuring compliant payroll practices and continuous improvement across our systems and processes.

Sunnyfield has an already established contact point for all employees.

You may contact Sunnyfield to discuss the underpayment or any other entitlement related questions or concerns at: 02 8123 2060

Alternately, you may wish to contact us via email at: staffenquiries@sunnyfield.org.au

Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.

Sunnyfield is deeply sorry that this payment error has occurred and assure you that we have implemented a range of measures to ensure that this does not occur again.

Our Employee Assistance Program (EAP), provided by Converge International is also available to all staff 24/7 at no cost. If you feel that speaking with a qualified professional would be helpful at this time, we encourage you to access this support:

- Phone: 1300 687 327
- Website: <https://convergeinternational.com.au/>

Thank you for your continued professionalism and support

Sincerely,

Rosie Stilin
Executive Manager, Development People and Culture
Sunnyfield

Attachment B – Intranet Notice of Enforceable Undertaking

[HEADER] Sunnyfield enters into Enforceable Undertaking with the FWO

[MAIN BODY]

As you may be aware, Sunnyfield has admitted to the Fair Work Ombudsman (**FWO**) that it contravened the *Fair Work Act 2009* (Cth) in respect of certain provisions of the *Sunnyfield Housing & Support Division Group Home Enterprise Agreement 2012-2015* (**EA**) and the *Social, Community, Home Care and Disability Services Award 2010* (**SCHADS**).

Sunnyfield recently undertook a review of its payroll processes and became aware of errors relating to the underpayment of some employee entitlements under the EA and SCHADS Award. The underpayments related to:

- the incorrect implementation of the pay point progression (**PPP**) provisions in the SCHADS Award; and
- due to the incorrect implementation of PPP, the incorrect wage rate was applied to the calculation of penalty rates, overtime and leave payments.

Sunnyfield has since undertaken an extensive process to ensure that all affected employees, past and present, were notified of the error and paid their entitlements in full with interest and superannuation.

Sunnyfield also self-reported this matter to the Fair Work Ombudsman (**FWO**) in 2024. It has now entered into a formal Enforceable Undertaking with the FWO detailing the underpayment and the steps Sunnyfield will take to avoid future errors.

Enquiry Line

Sunnyfield has an established contact point (**Enquiry Line**) for all employees. The purpose of the Enquiry Line is enabling employees to make enquiries in relation to their entitlements, any underpayments or raise any related employment concerns.

You may contact the Sunnyfield Enquiry Line at: 02 8123 2060.

Alternately, you may wish to contact the Enquiry Line via email at: staffenquiries@sunnyfield.org.au.

Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.

Sunnyfield is deeply sorry that this payment error has occurred, and assure you that it has implemented a range of measures to ensure that this does not occur again.

