



Australian Government

Fair Work

OMBUDSMAN

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Idameneo (No 123) Pty Ltd and **accepted** by the Fair Work Ombudsman pursuant to s 715(2) of the *Fair Work Act 2009* on **[insert date]** in relation to the contraventions described in clause 9 of this undertaking.

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 Idameneo (No 123) Pty Ltd (**Idameneo**), Level 6, 203 Pacific Highway St Leonards NSW 2065.

COMMENCEMENT

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

BACKGROUND

3. Idameneo is an Australian proprietary company and a subsidiary of Healius Limited (**Healius**). Idameneo operates medical centre management services throughout Australia under the brand names of Healius, which include 'Primary Dental' and 'Primary Health Care'. Idameneo is the employer of each of the employees this Undertaking relates to.
4. Idameneo employs around 2,248 employees at more than 82 sites around Australia. Approximately 506 employees are paid on the basis of an annual salary (**Salaried Employees**) and 1,742 are paid on an hourly basis (**Waged Employees**).
5. Healius was formerly known as Primary Health Care Limited. References to actions taken by Healius in this Undertaking include actions taken by Healius under this former name.
6. On 26 October 2018, Healius notified the FWO that:
 - (a) it had identified that 5,359 current and former employees of Idameneo had been paid at a rate that was insufficient to meet their entitlements under either:
 - i. the *Health Professionals and Support Services Award 2010* (**HPSS Award**); or
 - ii. the *Nurses Award 2010* (**Nurses Award**);**(Underpayments)**
 - (b) of the affected employees, 1,605 were current employees and 3,754 are former employees;

- (c) the total amount of the Underpayments was approximately \$12.3 million; and
 - (d) Healius was committed to paying interest on the Underpayments at a rate of 4% above the average Reserve Bank of Australia (RBA) cash rate for each financial year, with an estimated total value of the interest being \$3 million.
7. Healius engaged a third party (**Third Party**) to conduct a review of Idameneo's payroll and employee data within its medical centre business (**Third Party Review**). The Third Party Review identified four sources of the underpayments:
- (a) Idameneo assigning an incorrect classification or pay point to some employees;
 - (b) Idameneo applying an annualised salary rate for Salaried Employees which was insufficient to cover applicable entitlements under the HPSS Award or Nurses Award;
 - (c) Idameneo not paying entitlements under the HPSS Award or Nurses Award to Waged Employees due to system configuration issues; or
 - (d) Idameneo not paying additional hours worked:
 - i. by Waged Employees in excess of their rostered start and finish times;
 - ii. by Salaried Employees in excess of their contracted hours per fortnight.
8. Prior to the execution of this Undertaking:
- (a) The Third Party:
 - i. calculated the value of the Underpayment to each employee in column A of the Schedule to this Undertaking (**Affected Employees**) to be the amount referred to in column C of the Schedule for each of the Affected Employees;
 - ii. calculated the value of the associated superannuation underpayments as required by law to each of the Affected Employees to be the amount referred to in columns D and G of the Schedule for each of the Affected Employees; and
 - iii. calculated the value of the interest payment on the amount referred to in column C of the Schedule for each Affected Employee, calculated using an interest rate that is 4% above the average RBA cash rate for each relevant financial year, to be the amounts referred to in columns E and F of the Schedule for each of the Affected Employees.

(Third Party Calculations)

(b) Idameneo had rectified the Underpayments in part by paying, for each of the Affected Employees marked with a "Yes" in Column H of the Schedule:

- i. the amount referred to in column C of the Schedule to the employee;
- ii. the amount referred to in column D of the Schedule to the chosen superannuation fund of the employee; and
- iii. the amount referred to in column E of the Schedule to the employee.

(Existing Rectification)

(c) Healius had engaged a third party to conduct a root cause analysis of the Underpayments, and provide recommendations to Idameneo on steps required to prevent future underpayments, with the third party providing a report to Idameneo in December 2018.

(Root Cause Analysis)

ADMISSIONS

9. The FWO has a reasonable belief, and Idameneo admits, that Idameneo contravened:

(a) section 45 of the FW Act between 6 July 2011 and 13 November 2018 (**Relevant Period**) by failing to pay each of the Affected Employees an amount or amounts to which that employee was entitled under the HPSS Award or the Nurses Award due to the operation of one or more of the following provisions:

(i) HPSS Award:

- i. Clause 10.4(b) (Weekday casual loading)
- ii. Clause 10.4(c) (Minimum casual engagement period)
- iii. Clause 14 (In relation to the minimum weekly wages set out in that clause for Support Service Employees)
- iv. Clause 15 (In relation to the minimum weekly wages set out in that clause for Health Professional Employees)
- v. Clause 18.3(b) (Clothing and equipment)
- vi. Clause 18.7(a) (Meal allowances)
- vii. Clause 26.1 (Saturday and Sunday penalties for full-time or part-time employees)

- viii. Clauses 28.1(a) (Overtime rates)
- ix. Clause 29 (Shift penalties for non-casual shiftworkers)
- x. Clause 31.2 (Annual leave loading)
- xi. Clause 32.2 (Public holiday penalty rates)

(ii) Nurses Award:

- i. Clause 10.4(b) (Casual loading)
- ii. Clause 14 (In relation to the minimum weekly wages set out in the clause)
- iii. Clause 16.3(a)(i) (Meal allowances)
- iv. Clause 16.4(a)(i) (On call allowance)
- v. Clause 26.1 (Saturday penalty rates)
- vi. Clause 26.2 (Sunday penalty rates)
- vii. Clause 28.1(a) (Overtime rates)
- viii. Clause 31.7(a) (Annual leave loading)
- ix. Clause 32.1 (Public holiday (or substituted public holiday) penalty rates)

(b) section 45 of the FW Act during the Relevant Period by:

- (i) failing to classify each of the Affected Employees listed in Part 1 of the Schedule to this Undertaking, and marked with a 'Yes' in column B of the Schedule, according to the structure and definitions set out in "Schedule B—Classification Definitions" to the HPSS Award, as required by Clause 13 of the HPSS Award;
- (ii) failing to classify each of the Affected Employees listed in Part 2 of the Schedule to this Undertaking, and marked with a 'Yes' in column B of the Schedule, in accordance with the classification descriptions contained in "Schedule B—Classification Definitions" to the Nurses Award, as required by Clause 13 of the Nurses Award.

10. The contraventions identified in clause 9 of this Undertaking do not include:

- (a) any contraventions which relate to or arise as a consequence of Idameneo failing to correctly apply the HPSS Award or the Nurses Award to any employee not listed in the Schedule to this undertaking (**Non-schedule Employees**). For the avoidance of doubt this

Undertaking is not given in respect of any Non-schedule Employees who were underpaid as a result of Idameneo failing to correctly apply the HPSS Award or the Nurses Award and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any contravention because of any such underpayment; or

- (b) any contraventions which have not yet occurred at the date that this Undertaking is offered by Idameneo (whether or not those contraventions are identified in the Independent Assessment described at clause 16 below or the Independent Reviews described at clause 26 below). For the avoidance of doubt this Undertaking is not given in respect of any contravention which has not occurred on the date which it is offered by Idameneo and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.

UNDERTAKINGS

- 11. Idameneo will take the actions set out at clauses 12 to 60 below.

Review and rectification of underpayments

- 12. By no later than 90 days after the Commencement Date, Idameneo will pay each of the Affected Employees:
 - (a) any Underpayment amount still owing to them;
 - (b) any outstanding superannuation payments which may be required by law, by making payment to their chosen superannuation fund; and
 - (c) any outstanding interest on the amount referred to in (a), calculated using an interest rate that is 4% above the average RBA cash rate for each relevant financial year, up to 31 December 2018.
- 13. By no later than seven days after the date referred to in clause 12, Idameneo will provide the FWO evidence of all payments (including payments made as part of the Existing Rectification) made to current and former employees to rectify the Underpayments.
- 14. If any of the former employees to whom Underpayments are owed cannot be located by 30 days from the date referred to in clause 12, Idameneo will pay the Underpayment amounts owing to those employees (excluding interest and superannuation) to the Commonwealth of Australia in accordance with s 559 of the FW Act. Idameneo will complete the required documents supplied by the FWO for this purpose.

15. In the event that the FWO is able to locate and contact any former Idameneo employees to whom Underpayments are owed, the FWO will (in addition to its obligations under s 559 of the FW Act) notify Idameneo in writing of the name and contact details of the former employee. Within 14 days of receiving any such notice Idameneo will:
- (a) pay the former employee interest on the amount already paid by Idameneo to the Commonwealth of Australia in respect of that employee, calculated for each financial year from the date that the employee first became entitled to that amount until 31 December 2018, using an interest rate that is 4% above the average RBA cash rate for each relevant financial year; and
 - (b) pay to the former employee's nominated superannuation fund an additional payment calculated to be the value of the superannuation payment which would have been required by law, had Idameneo paid to the employee, as ordinary salary, the amount it paid to the Commonwealth.

Independent Assessment

16. By no later than 45 days after the Commencement Date, Idameneo must propose to the FWO an appropriately qualified, experienced, external and independent expert and ensure that they are either an:
- (a) accounting professional (Certified Practising Accountant, Chartered Accountant);
 - (b) auditor (Registered Company Auditor within an Authorised Audit Company); or
 - (c) lawyer (admitted, practising lawyer and employment law specialist).

The FWO may in its sole discretion approve Idameneo's proposed independent expert or otherwise require Idameneo to propose other independent experts until the FWO has approved in writing an independent expert. Idameneo must not engage the independent expert prior to the FWO approving the independent expert in writing. The independent expert approved by the FWO in accordance with this clause is referred to in this Undertaking as the independent expert (**Independent Expert**).

17. By no later than seven days after the FWO has approved the Independent Expert under clause 16, Idameneo must, at its cost, engage the Independent Expert to conduct an independent assessment of the outcomes of the Third Party Review and the Third Party Calculations described at clauses 7 and 8 above by completing a 'gap analysis' assessment in respect of the pay rules for the HPSS Award and Nurses Award that were used to determine the

Third Party Calculations (**Independent Assessment**).

18. Idameneo must ensure the Independent Assessment conducted by the Independent Expert includes an assessment:
 - (a) of the methodology used in the Third Party Review in respect of the pay rules for the HPSS Award and Nurses Award, in order to determine whether the Underpayments were correctly calculated by Idameneo (including calculating any incorrect calculations and verifying the calculations do not include any unlawful set-offs, deductions or reconciling of overpayments); and
 - (b) of whether Idameneo has now paid each of the Affected Employees any amounts payable to them under clause 12 above.
19. Idameneo must ensure that the Independent Expert provides a report (**Expert Report**) of its Independent Assessment directly to the FWO, and for the benefit of the FWO, setting out its findings, and the facts and circumstances supporting its findings within 90 days of the commencement of the Independent Assessment. Idameneo must ensure the Independent Expert does not provide the Expert Report, or a copy of the same, to Idameneo without the FWO's approval.
20. Idameneo must ensure that the Expert Report contains the following declarations from the Independent Expert:
 - (a) the Independent Expert has no actual, potential or perceived conflict of interest in providing the Expert Report on Idameneo to the FWO;
 - (b) notwithstanding that the Independent Expert is retained by Idameneo, the Independent Expert undertakes that it has acted independently, impartially, objectively and without influence from Idameneo in preparing the Expert Report;
 - (c) the Expert Report is provided in accordance with applicable professional standards (which will be listed in the Expert Report); and
 - (d) the Expert Report is provided to the FWO for its benefit and the FWO can rely on the Expert Report.
21. If the Independent Assessment identifies that any Affected Employees may be owed amounts additional to those calculated and paid by Idameneo (including because it identified an issue or error in the methodology referred in clause 18(a)), Idameneo will pay those additional amounts to the current and former employees, and provide evidence of such payment to the FWO, within

90 days from the date on which FWO provides the Expert Report to Idameneo. Idameneo may utilise the original provider of the Third Party Review in respect of further calculations required.

22. If any of the Affected Employees identified in the Expert Report as being owed amounts additional to the Underpayments calculated by Idameneo cannot be located and paid within 90 days from the date on which FWO provides the Expert Report to Idameneo, Idameneo will pay those amounts (excluding interest and superannuation) to the Commonwealth of Australia in accordance with s 559 of the FW Act. Idameneo will complete the required documents supplied by the FWO for this purpose.
23. The FWO acknowledges that Idameneo does not contravene this Undertaking in the event that the Independent Expert makes a finding that is contrary the outcomes of the Third Party Review and Third Party Calculations described at clauses 7 and 8 above, provided Idameneo pays any additional amounts owing to current and former employees in accordance with clause 21 or to the Commonwealth of Australia in accordance with clause 22 within 90 days from the date on which the FWO provides the Expert Report to Idameneo. For the avoidance of doubt Idameneo acknowledges that this Undertaking does not relate to any contraventions that may be identified by the Independent Expert which are not identified in Clause 9 and the Schedule.

Payroll and Workplace Relations Systems Improvements

24. By no later than 90 days of commencement of this Undertaking, Idameneo must provide details to the FWO of the steps it has taken (or proposes to take) in respect of each recommendation set out in the Root Cause Analysis. The FWO may provide feedback on the steps taken or proposed.
25. Within 90 days of Idameneo receiving the FWO's feedback, Idameneo will take all reasonable steps to incorporate such feedback into its systems and processes.

Independent Reviews

26. Idameneo must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Reviewer**) to conduct three independent reviews of Idameneo's compliance with the FW Act and FW Regulations, in relation to the HPSS Award and the Nurses Award (**Reviews**).
27. Idameneo will notify the FWO of its proposed Independent Reviewer by no later than 45 days from the commencement of this Undertaking. The FWO may in its sole discretion approve the Independent Reviewer in writing or otherwise require Idameneo to propose other Independent

Reviewers until the FWO has approved in writing an Independent Reviewer. The Independent Reviewer must be approved by the FWO in writing prior to being engaged by Idameneo.

28. Idameneo must ensure that each of the Reviews conducted by the Independent Reviewer includes:

(a) an assessment of:

- i. 5% of all employees to whom the HPSS Award applies; and
- ii. 5% of all employees to whom the Nurses Award applies;

across a range of classifications, locations and employment types (full time, part time and casual employment), during the relevant pre-review period (**Sampled Employees**) in respect of their employment by Idameneo;

(b) an assessment of whether the Sampled Employees to whom the HPSS Award or the Nurses Award apply have been correctly classified by Idameneo;

(c) an assessment of whether the pay and conditions of the Sampled Employees to whom the HPSS Award or the Nurses Award apply during the relevant review period is in compliance with the FW Act and the HPSS Award or the Nurses Award;

(d) direct contact with Sampled Employees to whom the HPSS Award or the Nurses Award applies (which may be conducted via teleconferencing or videoconferencing facilities), across at least five different sites and covering Sampled Employees covered by each of the Awards, to ensure accuracy of hours worked;

(e) the production of a written report on each of the Reviews setting out the Independent Reviewer's findings, and the facts and circumstances surrounding them, to the FWO; and

(f) (in each of the written reports referred to in (e) above) the following declarations from the Independent Reviewer:

- (i) the Independent Reviewer has no actual, potential or perceived conflict of interest in providing the report to the FWO;
- (ii) notwithstanding that the Independent Reviewer is retained by Idameneo, the Independent Reviewer undertakes that it has acted independently, impartially, objectively and without influence from Idameneo 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 Review

29. Idameneo must ensure the Independent Reviewer commences the first of the Reviews by no later than 30 days from the FWO providing its approval in accordance with clause 27 (**First Review**).
30. For the First Review, the relevant pre-review period to assess Sampled Employees is 1 November 2019 to 1 November 2020.
31. The relevant review period for the First Review must be at least two full pay periods falling within the period 1 November 2020 to 30 November 2020.
32. Within 60 days of the FWO providing its approval in accordance with clause 27, Idameneo will provide for the FWO's approval, details of the methodology to be used by the Independent Reviewer to conduct the First Review.
33. Idameneo will use its best endeavours to ensure the Independent Reviewer provides a draft written report of the First Review directly to the FWO within 90 days of the FWO providing its approval in respect of the methodology in accordance with clause 32, setting out the draft First Review findings, and the facts and circumstances supporting the First Review findings. Idameneo will ensure the Independent Reviewer does not provide the draft written report, or a copy of the same, to Idameneo without the FWO's approval.
34. Idameneo will use its best endeavours to ensure the Independent Reviewer finalises the First Review and provides a written report of the First Review (**First Review Report**) directly to the FWO within one month of the FWO providing any comments on the draft report to the Independent Reviewer. Idameneo will ensure the Independent Reviewer does not provide the First Review Report, or a copy of the same, to Idameneo without the FWO's approval.

The Second Review

35. Idameneo must ensure the Independent Reviewer commences the second of the Reviews by no later than 30 September 2021 (**Second Review**).
36. For the Second Review, the relevant pre-review period to assess Sampled Employees is 1 June 2020 to 1 June 2021.
37. The relevant review period for the Second Review must be at least two full pay periods falling

within the period 1 July 2021 to 31 July 2021.

38. By 1 September 2021, Idameneo will provide for the FWO's approval, details of the methodology to be used by the Independent Reviewer to conduct the Second Review.
39. Idameneo will use its best endeavours to ensure the Independent Reviewer provides a draft written report of the Second Review directly to the FWO by 12 November 2021, setting out the draft Second Review findings, and the facts and circumstances supporting the Second Review findings. Idameneo will ensure the Independent Reviewer does not provide the draft written report, or a copy of the same, to Idameneo without the FWO's approval.
40. Idameneo will use its best endeavours to ensure the Independent Reviewer finalises the Second Review and provides a written report of the Second Review (**Second Review Report**) directly to the FWO within one month of FWO providing any comments on the draft report to the Independent Reviewer. Idameneo will ensure the Independent Reviewer does not provide the written report, or a copy of the same, to Idameneo without the FWO's approval.

The Third Review

41. Subject to clause 47 below, Idameneo must ensure the Independent Reviewer commences the third of the Review by no later than 30 September 2022 (**Third Review**).
42. For the Third Review, the relevant pre-review period to assess Sampled Employees is 1 June 2021 to 1 June 2022.
43. The relevant review period for the Third Review must be at least two full pay periods falling within 1 August 2022 to 31 August 2022.
44. By 1 September 2022, Idameneo will provide for the FWO's approval, details of the methodology to be used by the Independent Reviewer to conduct the Third Review.
45. Idameneo will use its best endeavours to ensure the Independent Reviewer provides a draft written report of the Third Review directly to the FWO by 11 November 2022, setting out the draft Third Review findings, and the facts and circumstances supporting the Third Review findings. Idameneo will ensure the Independent Reviewer does not provide the draft written report, or a copy of the same, to Idameneo without the FWO's approval.
46. Idameneo will use its best endeavours to ensure the Independent Reviewer finalises the Third Review and provides a written report of the Third Review (**Third Review Report**) directly to the FWO within one month of FWO providing any comments on the draft report to the Independent Reviewer. Idameneo will ensure the Independent Reviewer does not provide the written report,

or a copy of the same, to Idameneo without the FWO's approval.

47. The FWO may, in its absolute discretion, determine that Idameneo does not need to conduct the Third Review. Where the FWO determines this is the case, the FWO shall advise Idameneo in writing by 15 September 2022.

Outcome of Reviews

48. If any of the Reviews identify underpayments to any current or former employees, Idameneo will conduct a reconciliation of the amounts paid to those employees during the relevant pre-review period and rectify any underpayments that are identified. The reconciliation period for each identified employee will be from the start of the relevant pre-review period to the end of the relevant review period.
49. Idameneo will provide to the FWO evidence of such rectification within 60 days of being informed by the FWO of the requirement to undertake the reconciliation.
50. If any employees identified in the Reviews as having underpayments owing to them cannot be located within 60 days of the conclusion of the Third Review, Idameneo will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Idameneo will complete the required documents supplied by the FWO for this purpose.
51. If any of the Reviews identify an underpayment of minimum entitlements to one or more employees, and the FWO reasonably believes that employees not included in the Reviews are also likely to have been underpaid, Idameneo will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further review of all its employees to whom the HPSS Award and/or the Nurses Award applies (or a particular cohort of employees within this group), as determined by the FWO (**Additional Review**). Any Additional Review must be paid for by Idameneo.
52. If requested by the FWO, Idameneo will provide the FWO with all records and documents used to conduct any or all of the Reviews (including any Additional Review), within 21 days of such a request.

Employee Hotline

53. Idameneo will continue to operate a dedicated telephone number and email address for all current and former employees to whom the HPSS Award or the Nurses Award apply, or had applied, to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**).

54. Idameneo will:

- (a) ensure the Employee Hotline remains operational for a period of 12 months from the Commencement Date;
- (b) take steps to respond to each telephone and email 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
- (c) provide a de-identified list of enquiries received by the Employee Hotline to the FWO every three months from the Commencement Date.

Media Release

55. Upon acceptance of the Undertaking, the FWO will publish a media release on its website in respect of this Undertaking.

Contribution Payment

56. By no later than 60 days of commencement of this Undertaking, Idameneo will make a contribution payment to the Consolidated Revenue Fund of \$400,000.

57. Idameneo will provide evidence to the FWO of any contribution payment within 14 days of making payment to the Consolidated Revenue Fund.

No Inconsistent Statements

58. Idameneo 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.

Extension on times for completion

59. Idameneo 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.

60. 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.

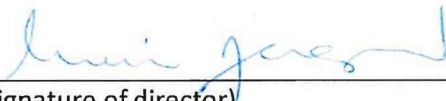
ACKNOWLEDGEMENTS

61. Idameneo acknowledges that:

- (a) the FWO may;
 - (i) 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;
 - (ii) 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);
 - (iii) issue a media release in relation to this Undertaking;
 - (iv) from time to time, publicly refer to the Undertaking (and any of the Attachments hereto) and its terms; and
 - (v) rely upon the admissions made by Idameneo set out in clause 9 above in respect of decisions taken regarding enforcement action in the event that Idameneo is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by Idameneo 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, Idameneo may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (d) if Idameneo 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 Idameneo in clauses 9 and 10 above, and also in respect of the question of costs.

Executed as an undertaking


EXECUTED by Idameneo in accordance with section 127(1) of the *Corporations Act 2001*:


(Signature of director)

MAXINE JAQUET
DIRECTOR
(Name of director)

22 - OCTOBER - 2020
(Date)

in the presence of:


(Signature of witness)


P. L. WILSON
(Name of witness)


(Signature of director/company secretary)

CHARLES TILLEY
COMPANY SECRETARY
(Name of director/company secretary)


22/10/2020
(Date)

in the presence of:


(Signature of witness)

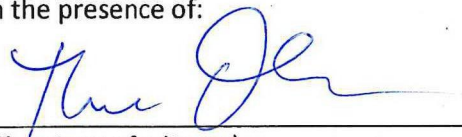
P. L. WILSON
(Name of witness)

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


Deputy Fair Work Ombudsman - Compliance & Enforcement
[Insert name and role of Delegate] (Date) 9/11/20

Delegate for the FAIR WORK OMBUDSMAN

in the presence of:


(Signature of witness)

THOMAS O'SHEA
(Name of Witness)