

## ENFORCEABLE UNDERTAKING

This undertaking is **given** by Apollo Health Limited (ABN 79 159 660 036) and **accepted** by the Fair Work Ombudsman pursuant to s 715(2) of the *Fair Work Act 2009* 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 Apollo Health Ltd (ABN 79 159 660 036), of 209 Great Eastern Highway, Belmont, Western Australia, 6104 (**Apollo Health**).

### COMMENCEMENT

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

### BACKGROUND

3. Apollo Health is a large not-for-profit, charitable organisation and holds registered charity status with the Australian Charities and Not-for-profits Commission. It operates a range of medical centres which provides medical, dental, urgent care, pharmacy, physiotherapy, imaging and diagnostic services across Western Australia. Apollo Health is owned by St John Ambulance Western Australia Limited (**St John WA**) having been purchased by St John WA on 15 June 2016.
4. As of 1 May 2023, Apollo Health employed 451 people in nursing, health professional and support service roles.

### RELEVANT INSTRUMENTS

5. In the period relevant to this Undertaking, the following awards (collectively, the **Awards**) applied to Apollo Health and its employees:
  - (a) *Health Professionals and Support Services Award 2010* (**HPSS Award 2010**) and *Health Professionals and Support Services Award 2020* (**HPSS Award 2020**), (collectively, the **HPSS Awards**) in respect of its employees who were employed to carry out health care, medical and dental duties; and
  - (b) *Nurses Award 2010* (**Nurses Award**) in respect of its employees who were employed to carry out nursing duties.

### DISCLOSURES TO THE FWO

6. On 9 November 2021, and through subsequent correspondence and responses to requests for information, Apollo Health notified the FWO that:

- (a) commencing in August 2019, it had undertaken a comprehensive wage audit to ensure industrial compliance following a single issue raised by a part-time employee regarding non-payment of overtime in respect of hours worked outside ordinary hours;
  - (b) on behalf of Apollo Health, Minter-Ellison engaged Deloitte to undertake a wage audit for the period 1 July 2013 to 4 July 2021 (**Audit Period**). The audit included a review of the terms of the Awards;
  - (c) the audit findings were provided to the FWO on 4 February 2022. The findings included that:
    - (i) 446 current and former employees had been underpaid a total of \$3,893,844.01 gross during the Audit Period; and
    - (ii) the underpayments were primarily caused by payroll issues that were present prior to St John WA purchasing Apollo Health and were not identified at the time of the acquisition; the Awards not always being applied correctly; and inadequate or incomplete employee time recording.
7. On 28 November 2022, Apollo Health provided an update to the FWO on its progress in rectifying the underpayment. Apollo Health advised:
- (a) it had made total back payments of \$3,863,226.57 gross, comprising of \$2,109,568.68 to 192 current workers and \$1,753,657.89 to 246 former employees;
  - (b) it had made total superannuation back payments of \$443,511.76, comprising of \$237,886.66 to 192 current employees and \$205,625.10 to 246 former employees;
  - (c) it had made total interest payments, calculated at 4.1 per cent, of \$571,449.63, comprising of \$268,872.14 to 192 current employees and \$302,577.49 to 246 former employees;
  - (d) due to issues in locating and communicating with some former employees, there were eight former employees it had been unable to back pay, who were owed \$30,617.44 gross in underpayments, \$3,717.81 in superannuation and \$6,560.71 in interest;
    - (i) in December 2022 a payment was made to the eight employees of \$3,717.81 in superannuation;
8. Prior to the execution of this Undertaking, Apollo Health notified the FWO that it had:
- (a) rectified the underpayments under the FW Act and Awards referred to in clause 9 below (**Underpayments**) by:

- (i) paying the amounts referred to in column F of Schedule A of this Undertaking (**Schedule A**) to each of the employees referred to in Column B of Schedule A (**Schedule A Employees**); or
  - (ii) where a Schedule A Employee could not be located or paid by Apollo Health, paying the amount referred to in Column C of Schedule A to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act;
- (b) rectified any associated superannuation underpayments as required by law to each of the Schedule A Employees who could be located and had active superannuation accounts, by paying the amount listed in Column G of Schedule A to the chosen superannuation fund of the employee (**Superannuation Underpayments**);
  - (c) paid interest to each of the Schedule A Employees who could be located on the amount referred to in Column C of Schedule A, in the amount referred to in Column D of Schedule A (**Interest Payments**).

## ADMISSIONS

9. The FWO has a reasonable belief, and Apollo Health admits, that during the Audit Period Apollo Health contravened:
  - (a) subsection 44(1) of the FW Act by failing to pay shift workers annual leave as prescribed by subsection 87(1)(b) of the FW Act;
  - (b) section 45 of the FW Act, by contravening the following terms of the HPSS Awards in respect of the Schedule A Employees, who were employed to carry out health care, medical and dental duties:
    - (i) clause 10.3 of the HPSS Award 2010 and clause 10.2 of the HPSS Award 2020, which required Apollo Health to record in writing any agreed variations to a part-time employee's regular pattern of work;
    - (ii) clauses 14 and 15 of the HPSS Award 2010 and clauses 16 and 17 of the HPSS Award 2020, which required Apollo Health to pay the minimum rates of pay;
    - (iii) clauses 29.1-3 of the HPSS Award 2010 and clause 25.3 of the HPSS Award 2020, which required Apollo Health to pay the applicable shiftwork penalty rates for all work performed during eligible shifts;

- (iv) clause 28.1(d) of the HPSS Award 2010 and clause 25.1(b) of the HPSS Award 2020, which required Apollo Health to pay overtime rates to part time employees in respect of hours worked in excess of their agreed hours;
  - (v) clause 28.1 of the HPSS Award 2010 and clause 24.1 of the HPSS Award 2020, which required Apollo Health to pay overtime rates in respect of hours worked outside the span of ordinary hours, and maximum weekly or daily ordinary hours;
  - (vi) clause 28.5 of the HPSS Award 2010 and clause 24.7 of the HPSS Award 2020, which required Apollo Health to provide paid rest breaks to part-time employees who worked hours in excess of their agreed hours;
  - (vii) clause 18.10 of the HPSS Award 2010 and clause 22.2(d) of the HPSS Award 2020, which required Apollo Health to pay an on-call allowance;
  - (viii) clause 18.7 of the HPSS Award 2010 and 22.3(e) of the HPSS Award 2020, which required Apollo Health to pay a meal allowance;
  - (ix) clause 18.3 of the HPSS Award 2010 and clause 22.3 of the HPSS Award 2020, which required Apollo Health to pay a uniform or laundry allowance;
  - (x) clause 18.13 of the HPSS Award 2010 and clause 22.3(h) of the HPSS Award 2020, which required Apollo Health to pay a travel allowance to any employee who was required to use their own vehicle for work purposes;
  - (xi) clause 31.1 of the HPSS Award 2010 and clause 26.2 of the HPSS Award 2020, which required Apollo Health to provide an additional week of annual leave to any employee who was a shiftworker; and
  - (xii) clause 31.2(b) of the HPSS Award 2010 and clause 26.3(b) of the HPSS Award 2020, which required Apollo Health to pay annual leave loading to any employee who was a shiftworker;
- (c) section 45 of the FW Act, by contravening the following terms of the Nurses Award in respect of the Schedule A Employees, who were employed to carry out nursing duties:
- (i) clause 10.3, which required Apollo Health to record in writing any agreed variations to a part-time employee's guaranteed minimum number of hours;
  - (ii) clause 14, which required Apollo Health to pay the minimum rates of pay;
  - (iii) clause 29.1, which required Apollo Health to pay the applicable shift penalties for all work performed during eligible shifts;

- (iv) clause 28.1, which required Apollo Health to pay overtime on hours worked outside the span of ordinary hours, and maximum weekly or daily ordinary hours;
  - (v) clause 16.4, which required Apollo Health to pay an on-call allowance;
  - (vi) clause 16.3, which required Apollo Health to pay a meal allowance;
  - (vii) clause 16.2, which required Apollo Health to pay a uniform or laundry allowance;
  - (viii) clause 16.5, which required Apollo Health to pay a travel allowance when employees were required to use their own vehicle for work purposes;
  - (ix) clause 31.1, which required Apollo Health to provide an additional week of annual leave to any employee who was a shiftworker; and
  - (x) clause 31.7, which required Apollo Health to pay annual leave loading to any employee who was a shiftworker;
- (d) section 535 of the FW Act by:
- (i) failing to keep records of the kind prescribed by regulation 3.33(3) of the Fair Work Regulations 2009 (FW Regs), which required Apollo Health to make and keep a record that specifies any loadings, penalty rates, or allowances and other entitlements that the employees were entitled to be paid; and
  - (ii) failing to keep records of the kind prescribed by regulation 3.34 of the FW Regs, which required Apollo Health to make and keep a record that specifies the number of overtime hours worked by the employees, and when the employees started and ceased working overtime hours.

## LIMITATIONS

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 Apollo Health failing to correctly apply the Awards to any employee not listed in Schedule A to this Undertaking (**Non-Schedule A Employees**). For the avoidance of doubt this Undertaking is not given in respect of any Non-Schedule A Employees who were underpaid as a result of Apollo Health failing to correctly apply the Awards 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 relate to, or arise, as a consequence of Apollo Health failing to correctly apply any of the Awards to any of the Schedule A Employees other than as

identified in clause 9 to this Undertaking; or

- (c) any contraventions which relate to or arise as a consequence of Apollo Health failing to keep the required records in relation to any Non-Schedule A Employees. For the avoidance of doubt this Undertaking is not given in respect of any Non-Schedule A Employees in relation to whom Apollo Health failed to keep required records and the FWO's acceptance of this Undertaking is not based on any reasonable believe about the existence of any such contravention of section 535 of the FW Act; or
- (d) any contraventions which had not yet occurred by the end of the Audit Period (whether or not those contraventions are identified in the Independent Audits described at clause 25 below). For the avoidance of doubt this Undertaking is not given in respect of any contravention which had not occurred by the end of the Audit Period and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.

## **UNDERTAKINGS**

- 11. Apollo Health will take the actions set out at clauses 12 to 39 below.

### **Review and rectification of underpayments**

- 12. Within 120 days of the Commencement Date, Apollo Health will provide the FWO with evidence that the Underpayments, Superannuation Underpayments and Interest Payments have been rectified for all Schedule A Employees, who can be located.

### **Rectification of underpayments to employees who cannot be located**

- 13. In circumstances where Apollo Health has been unable to locate a Schedule A Employee to whom an Underpayment is owed and has made payment to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act, in the event that the FWO is able to locate and contact any Schedule A Employees to whom underpayments are owed, the FWO will (in addition to its obligations under section 559 of the FW Act) notify Apollo Health in writing of the name and contact details of the former employee.
- 14. Within 14 days of receiving any such notice pursuant to clause 13 above Apollo Health will, subject to the Schedule A Employee providing sufficient information to allow it to do so:
  - (a) pay the Schedule A Employee interest on the amount already paid by Apollo Health 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 their termination date of employment with Apollo; and

- (b) pay to the Schedule A Employee's nominated superannuation fund any additional superannuation payments which may be required by law in respect of the amount already paid by Apollo Health to the Commonwealth of Australia in respect of that employee.

#### **Letter of Assurance**

- 15. Within 150 days of the Commencement Date, Apollo Health will provide to the FWO a Letter of Assurance signed by the Chief Financial Officer of Apollo Health in the terms as set out at Attachment A.

#### **Notices – External and Internal**

##### Public Notice

- 16. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, Apollo Health will place a notice in *The Australian* (**Public Notice**).
- 17. The Public Notice must:
  - (a) bear the names and logo of Apollo Health;
  - (b) appear within the first 5 pages of *The Weekend Australian*;
  - (c) be at least 10 cm x 8 cm; and
  - (d) contain wording in the form of Attachment B.
- 18. Apollo Health will inform the FWO when the Public Notice will be published and provide a copy to the FWO within seven days of its publication.

##### Employee Notice

- 19. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of this Undertaking, Apollo Health will write to all Schedule A Employees notifying them of the commencement of this Undertaking (**Employee Notice**).
- 20. The Employee Notice must:
  - (a) bear the names and logo of Apollo Health;
  - (b) be sent to the most recent email address or postal address Apollo Health has on record for each employee; and
  - (c) contain wording in the form of Attachment C.
- 21. Apollo Health will provide a copy of the Employee Notice to the FWO within seven days of issue,



as well as assurance in the form of an email or letter, that the Employee Notice has been communicated to all Schedule A Employees.

### **Employee Hotline**

22. At its own expense, Apollo Health has engaged an independent organisation to operate a dedicated telephone number and email address on behalf of Apollo Health for all current and former employees to whom the Awards apply, or had applied, to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**). Employees have the option of making enquiries on a confidential basis.
23. The independent organisation has been approved in writing by the FWO prior to being engaged to operate the Employee Hotline.
24. Apollo Health will:
  - (a) ensure the Employee Hotline remains operational for a period of 3 months;
  - (b) communicate the existence and purpose of the Employee Hotline by way of letter in the form of Attachment C to this Undertaking to the last known address of all current and former employees to whom the Awards apply, or had applied, known as at the Commencement Date, and dating back to 1 July 2013;
  - (c) provide evidence to the FWO that the Employee Notice has been emailed or mailed to all required current and former employees within 14 days of the establishment of the Employee Hotline;
  - (d) take steps to respond to each telephone and email enquiry; seek to resolve any issues within 30 days; and notify the FWO of any issues that are not resolved within 60 days; and
  - (e) provide a de-identified list of enquiries received by the Employee Hotline, including the outcomes of those enquiries, to the FWO at the end of the 3 month period from the establishment of the Employee Hotline. If any enquiries remain outstanding at the end of the 3 month period Apollo Health will continue to report on those enquiries until each enquiry is concluded.

### **Independent Audit**

25. Apollo Health must, at its own cost, engage an appropriately qualified, experienced, external and independent accounting professional or employment law specialist (**Independent Auditor**) to conduct an audit of Apollo Health's compliance with the FW Act and FW Regulations, in

relation to the Awards (**Audit**).

26. Apollo Health will notify the FWO of its proposed Independent Auditor by no later than 1 February 2024. The FWO may in its sole discretion approve the Independent Auditor in writing, or otherwise require Apollo Health 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 prior to being engaged by Apollo Health.
27. Apollo Health must ensure that the Audit conducted by the Independent Auditor includes:
  - (a) an assessment of 5% of employees to whom the Awards apply, across a range of classifications, locations and employment types (full-time, part-time and casual employment), during the relevant audit period (**Sampled Employees**) in respect of their employment by Apollo Health;
  - (b) an assessment of whether the Sampled Employees have been correctly classified by Apollo Health;
  - (c) an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period comply with the FW Act and the Awards; and
  - (d) the production of a written report on the Audit setting out the Independent Auditor's findings, and the facts and circumstances surrounding the findings, to the FWO; and
  - (e) that the written report referred to in paragraph 27(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 Apollo Health, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from Apollo Health 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 Audit

28. Apollo Health must ensure the Independent Auditor commences the Audit by no later than 1 June 2024.

29. The relevant audit period for the Audit must be at least two full consecutive pay periods falling within the period from 1 March 2024 to 30 April 2024.
30. By 1 May 2024 Apollo Health will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Audit.
31. Apollo Health will use its best endeavours to ensure that the Independent Auditor provides a draft written report of the Audit directly to the FWO by 1 September 2024, setting out the draft Audit findings, and the facts and circumstances supporting the Audit findings. Apollo Health will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Apollo Health without the FWO's approval.
32. Apollo Health will use its best endeavours to ensure the Independent Auditor finalises the Audit and provides a final written report of the Audit (**Audit Report**) directly to the FWO within one month of the FWO providing any comments on the draft report to the Independent Auditor. Apollo Health will ensure the Independent Auditor does not provide the Audit Report, or a copy of the same, to Apollo Health without the FWO's approval.

#### **Outcome of Audit**

33. If the Audit identifies underpayments to any current or former employees, Apollo Health will:
  - (a) rectify any underpayments identified in the Audit period; and
  - (b) conduct a reconciliation of the amounts paid and owed to those employees in the 12 month period immediately prior to the relevant audit period, and rectify any underpayments that are identified.
34. Apollo Health will provide to the FWO evidence of such reconciliation and rectification required pursuant to clauses 33(a) and 33(b) within 28 days of being informed by the FWO of the requirement to undertake the reconciliation.
35. If any employees identified in the Audit as having underpayments owing to them cannot be located within 60 days of the conclusion of the Audit, Apollo Health will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Apollo Health will complete the required documents supplied by the FWO for this purpose.
36. If the Audit identifies an underpayment of minimum entitlements to one or more of the Sampled Employees, and the FWO reasonably believes that employees not included in the Audit are also likely to have been underpaid, Apollo Health will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further audit of all its employees to whom the Awards apply (or a particular cohort of employees within this group),

as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by Apollo Health. If an Additional Audit identifies underpayments to any current or former employees, Apollo Health will conduct a reconciliation of the amounts paid to those employees during the previous 12 month period (or other timeframe agreed with the FWO) and rectify any underpayments that are identified. Apollo Health will provide to the FWO evidence of such rectification within 60 days of being informed by the FWO of the requirement to undertake the Additional Audit.

37. If any employees identified in the Additional Audit as having underpayments owing to them cannot be located within 60 days of the conclusion of the Additional Audit, Apollo Health will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Apollo Health will complete the required documents supplied by the FWO for this purpose.
38. If requested by the FWO, Apollo Health will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 7 days of such a request.

#### **No Inconsistent Statements**

39. Apollo Health 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.

#### **ACKNOWLEDGEMENTS**


40. Apollo Health 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](http://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 Apollo Health set out in clause 9 above in respect

of decisions taken regarding enforcement action in the event that Apollo Health is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by Apollo Health 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, Apollo Health may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (d) if Apollo Health 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 Apollo Health in clause 9 above, and also in respect of the question of costs.

**Executed as an undertaking**

EXECUTED by Apollo Health Limited (ABN 79 159 660 036) in accordance with section 127(1) of the Corporations Act 2001:

  
\_\_\_\_\_  
(Signature of director)

Sally Carbon.  
\_\_\_\_\_  
(Name of director)

11 July 2023  
\_\_\_\_\_  
(Date)

in the presence of:

  
\_\_\_\_\_  
(Signature of witness)

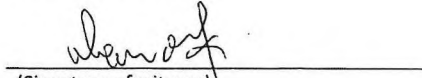
IWONA NIEMASIAK  
\_\_\_\_\_  
(Name of witness)

  
\_\_\_\_\_  
(Signature of director/company secretary)

LY CEJKA  
\_\_\_\_\_  
(Name of director/company secretary)

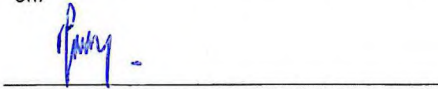
11 July 2023  
\_\_\_\_\_  
(Date)

in the presence of:

  
\_\_\_\_\_  
(Signature of witness)

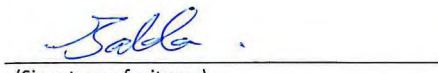
IWONA NIEMASIAK  
\_\_\_\_\_  
(Name of witness)

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

  
\_\_\_\_\_  
Mark Scully, Deputy Fair Work Ombudsman –  
Compliance and Enforcement

Delegate for the FAIR WORK OMBUDSMAN

in the presence of:

  
\_\_\_\_\_  
(Signature of witness)

17 July 2023  
\_\_\_\_\_  
(Date)

FRANCESCO BALDO  
\_\_\_\_\_  
(Name of Witness)

**SCHEDULE A –Employees**

**Attachment A – Letter of Assurance**

The Fair Work Ombudsman  
Fair Work Ombudsman  
GPO Box 9987  
MELBOURNE VIC 3001

Dear The Fair Work Ombudsman

I am writing on behalf of Apollo Health Limited (**Apollo Health**) in my capacity as the Chief Financial Officer. This letter follows a process where Apollo Health self-reported that it had underpaid employees between 1 July 2013 to 3 July 2021 by failing to pay employee entitlements provided by the *Health Professionals and Support Services Award 2010*, the *Health Professionals and Support Services Award 2020* and the *Nurses Award 2010* (**Awards**).

I write to provide the FWO with my assurance that I am satisfied:

- a. the process by which Apollo Health, as assisted by Deloitte as instructed by Minter-Ellison, calculated the underpayments to its current and former employees was correctly undertaken;
- b. that Apollo Health is compliant with the *Fair Work Act 2009* as it relates to the Awards; and
- c. as of <insert date> all former and current employees impacted by the underpayments, apart from those who have not been able to be located or paid by Apollo Health, have been paid their entitlements under the Awards, including superannuation and interest by Apollo Health.

Apollo Health has remediated all issues as a matter of priority and is committed to minimising the risk of future non-compliance.

Sincerely

<CFO name>



## Attachment B – Form of Public Notice

In August 2019, Apollo Health Limited (**Apollo Health**) undertook an audit of its wages, and as a result determined that it had contravened the *Fair Work Act 2009* (Cth) in relation to entitlements payable to employees.

The errors identified in the review process relate to the underpayment of wages, annual leave and superannuation entitlements with varying impacts for individual team members across our medical centres.

Additionally, as part of the review process, in November 2021, Apollo Health voluntarily disclosed the contraventions to the Fair Work Ombudsman (FWO).

Apollo Health has personally notified its impacted current and former employees, with a letter outlining payments owed and why these payments are owed. Apollo Health unreservedly apologises for the contraventions, and we have taken all necessary steps to remedy the contraventions.

Apollo Health has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws.

Apollo Health will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance, such as commissioning an independent audit of employee entitlements.

If you worked for Apollo Health and have queries or questions relating to your employment, please contact:

- the hotline being operated by independent third-party OMBPOINT on 1300 709 389. This hotline can be contacted on a confidential basis; or
- Apollo Health directly, through our non-confidential enquiry line on [payroll@apollohealth.biz](mailto:payroll@apollohealth.biz)

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

## Attachment C – Form of Employee Notice

As you have already been made aware, in August 2019, Apollo Health Limited (**Apollo Health**) undertook an audit of its wages, and as a result determined that it had contravened the *Fair Work Act 2009* (Cth) in relation to entitlements payable to employees.

The errors identified in the review process relate to the underpayment of wages, annual leave and superannuation entitlements with varying impacts for individual team members across our medical centres.

In November 2021, Apollo Health voluntarily disclosed the contraventions to the Fair Work Ombudsman (**FWO**).

Apollo Health has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws. Apollo Health will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance, such as commissioning an independent audit of employee entitlements.

If you have queries or questions relating to your employment, please contact:

- the hotline being operated by independent third-party OMBPOINT on 1300 709 389. This hotline can be contacted on a confidential basis; or
- Apollo Health directly, through our non-confidential enquiry line on [payroll@apollohealth.biz](mailto:payroll@apollohealth.biz)

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