



Australian Government

Fair Work

OMBUDSMAN

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Hamilton Island Enterprises Limited (ACN 009 946 909 / ABN 61 009 946 909) and Hamilton Island Shared Services Pty Ltd (ACN 107 524 532 / ABN 31 107 524 532) 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 clauses 38 to 40 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:
 - (a) Hamilton Island Enterprises Limited, ACN 009 946 909, ABN 61 009 946 909 of Hamilton Island Queensland 4803 (**HIE**); and
 - (b) Hamilton Island Shared Services Pty Ltd, ACN 107 524 532 / ABN 31 107 524 532 of St Leonards NSW 2065 (**HISS**).

COMMENCEMENT

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

BACKGROUND

3. HIE is an Australian public company that operates the resort, Hamilton Island, in the Great Barrier Reef in Queensland and a number of other ancillary businesses on Hamilton Island including the marina, airport, retail stores, restaurants, and leisure and recreation facilities. HIE is also responsible for the public utility services for Hamilton Island including roads, power, waste disposal, water, and sewerage, together with the provision of some emergency services.
4. HIE is a wholly owned subsidiary of 21st Century Resorts Holdings Pty Limited, the majority of which is owned and controlled by Balmoral Pastoral Investments Pty Ltd (**BPI**). BPI is engaged in the tourism, maritime services and investments sectors. The Board of BPI oversees the corporate governance of HIE, including via two sub-committees: the Audit and Risk Committee and the Remuneration Committee (the **Two Sub-committees**).
5. As at 26 November 2024, HIE employs approximately 1282 permanent employees. Twenty-two modern awards cover HIE's workforce. Approximately 63% of HIE's workforce were covered during the period relevant to this Undertaking by the

Hospitality Industry (General) Award 2010 (Hospitality Award 2010) and then the *Hospitality Industry (General) Award 2020 (Hospitality Award 2020)* (together, **Hospitality Awards**), approximately 37% of whom were paid annual salaries. The remainder of HIE's workforce were covered by the modern awards listed in Attachment A (together, **Additional Awards**) or the *Hamilton Island Enterprises Limited Employee Collective Agreement (Collective Agreement)* which operated from 28 April 2009 until 1 February 2022.

6. HISS is a wholly owned subsidiary of HIE. HISS provides support services to HIE with respect to finance, bookings, sales and marketing. HISS's primary location is St Leonard's in Sydney. As at 12 December 2024, HISS has approximately 94 employees. During the period relevant to this Undertaking, HISS's employees were covered by either:

- (a) the *Clerks - Private Sector Award 2010* and then the *Clerks - Private Sector Award 2020 (Clerks Awards)*, or
- (b) the *Graphic Arts, Printing and Publishing Award 2010* and then the *Graphic Arts, Printing and Publishing Award 2020 (Graphic Arts Awards)*.

(In this Undertaking, **Relevant Awards** refers collectively to the Hospitality Awards, the Additional Awards, the Clerks Awards and the Graphic Arts Awards).

Identification of Underpayments

FWO Investigations

- 7. In October 2019, the FWO initiated an audit into HIE's compliance with workplace laws for workers engaged under the Pacific Labour Scheme (**PLS**). The audit identified underpayments which were remediated by HIE.
- 8. The FWO commenced an investigation regarding HIE employees paid annual salaries on 11 May 2020 following receipt of 51 requests for assistance from HIE employees (**FWO Investigation**). The FWO Investigation considered HIE's compliance with the Hospitality Awards and the FW Act for the period 3 January 2018 to 29 December 2020, in relation to a sample of 59 employees. The FWO Investigation focused on HIE's compliance with clauses 27.1 and 27.2 of the Hospitality Award 2010 and clauses 24 and 25 of the Hospitality Award 2020, which provide for different annualised salary arrangements for

employees classified as Managerial Staff (Hotel) in Schedule A of the Hospitality Awards (**Managerial Employees**) and all other employees (**Non-Managerial Employees**).

9. Through the FWO Investigation, the FWO identified that HIE failed to comply with annualised salary provisions of the Hospitality Awards by:
 - (a) not conducting an annualised salary reconciliation for Non-Managerial Employees; and
 - (b) not paying Managerial Employees a sufficient salary (125% of the relevant minimum salary) to satisfy clause 27.2 of the Hospitality Award 2010 and clause 25 of the Hospitality Award 2020.
10. The FWO identified that HIE had contravened the FW Act and the Hospitality Awards by failing to pay the employees amounts sufficient to compensate them for their entitlements to Saturday, Sunday, public holiday, late night and early morning penalty rates, overtime, broken shift allowance, annual leave loading, annual leave, and personal leave.
11. On 9 October 2023, the FWO issued HIE a Contravention Letter setting out the findings of the FWO. The FWO determined that for the period from 3 January 2018 to 29 December 2020 HIE underpaid the 59 employees a total of \$1,082,675.26.

Internal reviews conducted by HIE

12. From about February 2020 to December 2020, HIE undertook an initial review of remuneration of salaried employees.
13. On 18 December 2020, HIE wrote to the FWO identifying that the terms and conditions on which it employed salaried employees may not be sufficient to satisfy the minimum terms and conditions in the Hospitality Awards resulting in underpayments.
14. HIE advised it had commenced a six-year salary review (**First Review**) for the period 19 December 2014 to 18 December 2020 (**First Review Period**), with the assistance of law firm Holman Fenwick Willan (**HFW**). The First Review considered compliance by both HIE and HISS with the Relevant Awards in relation to salaried employees (as well as any periods of casual employment of those salaried employees). The First Review included 2,471 employees of both HIE and HISS.

15. With the assistance of HFW, HIE established a process whereby for each Relevant Award:
 - (a) reconciliation rules, reflecting the minimum payment terms and conditions of the award, were prepared and verified;
 - (b) a reconciliation tool was built based on the reconciliation rules which was then used to calculate how much employees should have been paid under the award, which was then compared to the amounts actually paid to employees;
 - (c) the reconciliation tool referred to in sub-clause (b) was audited by accounting firm BDO to validate that the tool was operating in accordance with the reconciliation rules; and
 - (d) if shortfalls were identified, the employees were paid those amounts.
16. The quantum of underpayments identified by the First Review was \$21,997,991.53 (inclusive of superannuation) for 2,152 employees. By 17 July 2023, HIE had back paid this amount in full to all affected employees, except for 31 employees who HIE and HISS have been unable to contact or locate and one employee who refused to accept payment.
17. On 28 August 2023, HIE advised the FWO that it had commenced a further salary review (**Second Review**) for the period 19 December 2020 to 18 December 2022 (**Second Review Period**) covering approximately 1,326 salaried employees of both HIE and HISS covered by the Relevant Awards.
18. As detailed in clause 11 above, on 9 October 2023, the FWO issued HIE a Contravention Letter setting out the findings of the FWO Investigation. The Contravention Letter identified three issues that the FWO had with the methodology used by HIE in the First Review and required HIE to adopt an alternate methodology (**FWO's Methodology**) referred to below at clauses 21 to 27.
19. In light of the FWO's Methodology, and given other minor methodology issues with the First Review that HIE had identified, HIE provided to the FWO the methodology and assumptions (**HIE Methodology**) HIE and HISS proposed to use to recalculate and finalise the First Review. The FWO reviewed HIE's interpretation and application of each award

entitlement and was satisfied with the HIE Methodology.

Adjustments to HIE calculations and Recalculation

20. The FWO identified the three issues set out at clauses 21 to 27 below with the methodology used by HIE in the First Review and required HIE to adopt the FWO's Methodology.

Top Up Method

21. In the First Review, where a Managerial Employee was paid a salary less than the applicable salary absorption rate in clause 27.2 of the Hospitality Award 2010 and clause 25 of the Hospitality Award 2020, HIE calculated the amount owed to the Managerial Employee as the difference between the salary paid to the employee and the salary absorption rate.
22. During the FWO Investigation, the FWO advised HIE that, if Managerial Employees were paid a salary less than the salary absorption rate in clause 27.2 of the Hospitality Award 2010 and clause 25 of the Hospitality Award 2020, then these clauses did not apply, and the calculation of the amounts owed to the Managerial Employees would need to include all minimum entitlements payable under the Hospitality Awards.
23. Following the decision of *Jones v Hamilton Island Enterprises Limited* [2024] FedCFamC2G 6, HIE agreed to recalculate the underpayments to Managerial Employees by reference to the FWO's Methodology.

Offsetting

24. In the First Review, HIE had offset above-award payments against underpayments on an annual basis. The FWO advised HIE that the FWO considered that above-award payments can only be offset against underpayments on an annual basis if HIE paid a sufficient salary to engage the annualised salary clauses, and otherwise could only be offset on a pay period by pay period basis.
25. HIE has accepted the FWO's position on off-setting above award payments and agreed to recalculate the underpayments for the First Review and finalise the calculation of underpayments for the Final Review, on this basis, and remediate any additional underpayments identified.

Common law contracts

26. In the First Review, HIE used the Collective Agreement to calculate the entitlements of some salaried employees engaged under a comprehensive written common law contract (which purported to exclude the operation of the Collective Agreement to them and set up an alternative arrangement for the employee to be remunerated other than in accordance with the Collective Agreement). The FWO determined the Collective Agreement did not apply to these employees who were employed under such a written common law contract of employment and that the calculation of their entitlements should have instead been based on the applicable Relevant Awards.
27. HIE has accepted the FWO's position and agreed to recalculate the underpayments of any salaried employee who was engaged under such a comprehensive written common law contract of employment against the Relevant Award.

The Final Review

28. HIE has advised the FWO that they have commenced a final review process with the purpose of recalculating and finalising the First Review applying the FWO's Methodology and HIE Methodology, finalising the calculation of underpayments in the Second Review, and calculating and rectifying any underpayments of HIE's vehicle workshop employees (see below clauses 30 and 31) (**Final Review**).
29. The Final Review will also calculate interest owed on the Final Review underpayments, in accordance with the requirements of this Undertaking.
30. As a consequence of a review of classifications of its employees, HIE identified that the *Manufacturing and Associated Industries and Occupations Award 2020* applies to a number of employees in its vehicle workshop (**Vehicle Workshop Employees**) not the *Miscellaneous Award 2020* or *Miscellaneous Award 2010*, which were the awards against which the First Review was undertaken for the Vehicle Workshop Employees.
31. As part of the Final Review, HIE will assess whether the amounts paid to Vehicle Workshop Employees were sufficient to satisfy entitlements under the *Manufacturing and Associated Industries Award 2010* and the *Manufacturing and Associated Industries Award 2020* (together, the **Manufacturing Awards**), having regard to any rectification payments made as part of the First Review.

32. The Final Review will cover the period:
- (a) 19 December 2014 to 18 December 2022 (being the First Review Period and Second Review Period) for employees other than Vehicle Workshop Employees (**Final Review Period**); and
 - (b) 19 December 2014 to 22 October 2024 for Vehicle Workshop Employees (**Vehicle Workshop Review Period**).

Remediation actions already taken by HIE and HISS

33. Prior to the execution of this Undertaking, HIE provided to the FWO the spreadsheets forming Schedule A to Schedule E to this Undertaking, with Schedules A to C detailing the underpayments calculated to date for each employee and the rectification status.
34. As set out in Schedules A and B, HIE and HISS (or HIE on their behalf) had, in relation to the First Review:

First Review HIE employees

- (a) calculated the total underpayment owing to each current and former HIE employee subject of the First Review identified in column A of Schedule A (**First Review HIE employees**) to be the amounts referred to in column B of Schedule A;
- (b) rectified the underpayments by paying each of the First Review HIE Employees the amounts referred to in column B of Schedule A, except as set out in column C of Schedule A;
- (c) calculated any associated superannuation underpayments as required by law to each of the First Review HIE Employees to be the amounts referred to in column D of Schedule A;
- (d) rectified any associated superannuation underpayments referred to in in column D of Schedule A, by paying any such required superannuation contributions to the chosen superannuation fund of the First Review HIE Employee, except as set out in column E of Schedule A;

First Review HISS employees

- (e) calculated the total underpayment owing to each current and former HISS

employee subject of the First Review identified in column A of Schedule B (**First Review HISS employees**) to be the amounts referred to in column B of Schedule B;

- (f) rectified the underpayments by paying each of the First Review HISS Employees the amounts referred to in column B of Schedule B, except as set out in column C of Schedule B;
- (g) calculated any associated superannuation underpayments as required by law to each of the First Review HISS Employees to be the amounts referred to in column D of Schedule B;
- (h) rectified any associated superannuation underpayments referred to in column D of Schedule B, by paying any such required superannuation contributions to the chosen superannuation fund of the First Review HISS Employee, except as set out in column E of Schedule B.

35. As set out in Schedule C, HIE has as at the date of this Undertaking, in relation to the Final Review (which applies the FWO's Methodology and the HIE Methodology):

Final Review Hospitality Awards HIE employees

- (a) calculated the total underpayment owing to each current and former HIE employee subject of the Final Review identified in column B of Schedule C to whom the Hospitality Awards applied (**Final Review HIE Hospitality Awards Employees**) to be the amounts referred to in column AF of Schedule C (noting that this amount also includes any amounts owing in respect of a Final Review HIE Hospitality Awards Employee's casual employment during the relevant period under the Hospitality Awards);
- (b) rectified (or attempted to rectify) the underpayments by paying each of the Final Review Hospitality Awards HIE Employees the amounts referred to in column AF of Schedule C (minus any payments made as a consequence of the First Review) ;
- (c) calculated any associated superannuation underpayments as required by law to each of the Final Review Hospitality Awards HIE Employees to be the amounts referred to in column AG of Schedule C (noting that this amount also includes any

amounts owing in respect of a Final Review HIE Hospitality Awards Employee's casual employment during the relevant period under the Hospitality Awards);

- (d) rectified (or attempted to rectify) any associated superannuation underpayments referred to in column AG of Schedule C, by paying any such required superannuation contributions to the chosen superannuation fund of the Final Review Hospitality Awards HIE Employee (minus any payments made as a consequence of the First Review);
- (e) calculated interest owed (on a simple interest basis) to be the amounts referred to in column AH of Schedule C, using an interest rate for each 6-month period that is 4% above the cash rate last published by the Reserve Bank of Australia before each 6-month period commenced (**pre-judgment interest rates**) on any underpayments or additional underpayments identified under sub-clause (a), above; and
- (f) paid (or attempted to pay) each of the Final Review Hospitality Awards HIE Employees the interest amounts referred to in column AH of Schedule C.

Remediation actions to be completed by HIE and HISS

36. As set out in Schedules D and E, HIE and HISS (or HIE on their behalf) has as at the Commencement Date, in relation to the Final Review (which applies the FWO's Methodology and the HIE Methodology):

Final Review Additional Awards HIE employees

- (a) provided to the FWO a list of current and former HIE employees identified in column A of Schedule D to whom the Additional Awards identified in column B of Schedule D applied who will be subject of the Final Review and who may not have been paid by HIE sufficient amounts to satisfy the employee's entitlements under the applicable award (**Final Review Additional Awards HIE employees**);

Final Review HISS employees

- (b) provided to the FWO a list of current and former HISS employees identified in column A of Schedule E to whom the Additional Awards identified in column B of Schedule E applied who will be subject of the Final Review and who may not have

been paid by HISS sufficient amounts to satisfy the employee's entitlements under the applicable award (**Final Review HISS employees**).

Other remediation actions

37. HIE has notified the FWO that, amongst other things, it has already taken the following steps to prevent future contraventions of the Relevant Awards:

- (a) reviewed and changed terms and conditions of employment of its employees to ensure they were compliant with workplace laws, including the Relevant Awards, and has:
 - (i) reviewed each current role at HIE and HISS and mapped the role to the applicable award and classification;
 - (ii) recalculated annualised salaries having regard to amounts employees would have earned working certain shift patterns under Relevant Awards;
 - (iii) introduced additional payments for work outside those shift patterns such as overtime and public holiday payments;
 - (iv) redrafted employee contract templates and re-engaged employees on new contracts;
- (b) implemented a new time and attendance system called UKG Workforce Dimensions (previously KRONOS) with pay rules for each of the Relevant Awards;
- (c) implemented a pay period reconciliation process to ensure that amounts paid to employees each period are enough to satisfy employees' minimum award entitlements;
- (d) educated managers and senior employees about award requirements;
- (e) significantly increased resourcing in HIE's human resources department; and
- (f) implemented an employee feedback email address, which employees can use to directly contact the Chief Executive Officer about any issues they wish to raise including issues they may have about receiving their minimum entitlements (**Employee Feedback Email Address**), and salary review email address, which employees can use to raise any queries regarding the remediation work being

undertaken by HIE and HISS including the process and methodology used to calculate any underpayments (**Salary Review Email Address**).

ADMISSIONS

38. The FWO has a reasonable belief, and HIE admits, that during the Final Review Period HIE contravened:

- (a) section 45 of the FW Act by:
- (i) failing to comply with the following clauses of the Hospitality Awards, by failing to pay each of the Final Review Hospitality Awards HIE Employees the amount or amounts to which that employee was entitled under the clauses of the Hospitality Awards identified in each of the columns F to I, N and P to AE in Schedule C to this Undertaking in relation to that employee:

Entitlement		Hospitality Award 2010	Hospitality Award 2020
i.	Minimum Wages	cl. 20.1	cl.18.1
ii.	Laundry Allowance	cl.21.1(b)(iii)	cl.26.6(c)
iii.	Meal Allowance	cl.21.1(a)	cl. 26.4
iv.	First Aid Allowance	cl.21.2(b)	cl.26.12
v.	Annual leave loading	cl.34.2	cl.30.3
vi.	Meal Break Penalty	cl. 31.4	cl.16.6
vii.	Early Morning Penalty (Midnight to 7am)	cl.32.3(b)	cl.29.2(a)
viii.	Late Night Penalty (7pm to Midnight)	cl.32.3(a)	cl.29.2(a)
ix.	Saturday Penalty	cl.32.1	cl.29.2(a)
x.	Sunday Penalty	cl.32.1	cl.29.2(a)
xi.	Additional public holiday entitlement	cl.37.1(b)	cl.35.3
xii.	Public Holiday Worked Penalty	cl.32.1	cl. 29.2(a)

xiii.	Broken / Split Shift Allowance (2 to 3 hours)	cl.21.3	cl.26.14(b)(i)
xiv.	Broken / Split Shift Allowance (more than 3 hours)	cl.21.3	cl.26.14(b)(ii)
xv.	Overtime Rates	cl.33.3(a) and (b)	cl.28.4

and / or:

(ii) failing to comply with:

A. clause 27.1(b)(ii) of the Hospitality Award 2010, by failing to pay each of the non-managerial Final Review Hospitality Awards HIE Employees (being those employees identified in Schedule C to this Undertaking) the amount or amounts to which each employee was entitled for periods where the annualised salary provisions in clause 27.1 of the Hospitality Award 2010 applied to that employee; or

B. clauses 24.6 and 24.12 of the Hospitality Award 2020, by failing to pay each of the non-managerial Final Review Hospitality Awards HIE Employees (being those identified in Schedule C to this Undertaking) the amount or amounts to which each employee was entitled for periods where the annualised salary provisions in clause 24 of the Hospitality Award 2020 applied to that employee;

(b) section 44 of the FW Act, by failing to comply with the following sections, by failing to pay each of the Final Review Hospitality Awards HIE Employees in Schedule C to this Undertaking, the amount or amounts to which each employee was entitled as set out below, in relation to:

(i) a period of annual leave, as required by section 90(1) of the FW Act, identified in column M of Schedule C;

(ii) a period of compassionate leave, as required by section 106 of the FW Act, identified in column K of Schedule C;

(iii) a period of personal/carer's leave, as required by section 99 of the FW Act,

identified in column J of Schedule C; and

- (iv) the employee being absent from their employment on a public holiday(s) or part-day public holiday(s), as required by section 116 of the FW Act, identified in in column O of Schedule C;

39. The FWO has a reasonable belief, and HIE admits, that during the Final Review Period HIE contravened:

- (a) section 45 of the FW Act by failing to pay the First Review HIE Employees, and Final Review Additional Awards HIE Employees any amount or amounts to which each employee was entitled under the clauses of the Relevant Awards which applied to such employees, including as referred to in Annexure A, which is identified in Schedules A and D of this Undertaking in relation to those employees; and
- (b) section 44 of the FW Act by failing to pay the First Review HIE Employees and Final Review Additional Awards HIE Employees in accordance with the National Employment Standards, including by failing to pay the base rate of pay for the employee's ordinary hours of work:
 - (i) for a period of annual leave, as required by section 90(1) of the FW Act;
 - (ii) for a period of personal/carer's leave, as required by section 99 of the FW Act; and
 - (iii) where an employee was absent from their employment on a public holiday(s) or part-day public holiday(s), as required by section 116 of the FW Act.

40. The FWO has a reasonable belief, and HISS admits, that during the Final Review Period HISS contravened:

- (a) section 45 of the FW Act by failing to pay the First Review HISS Employees and Final Review HISS Employees any amount or amounts to which each employee was entitled under the clauses of the Relevant Awards which applied to such employees, including as referred to in Annexure A, which is identified in Schedules B and E of this Undertaking in relation to those employees;

- (b) section 44 of the FW Act by failing to pay the First Review HISS Employees and Final Review HISS Employees any amounts or amounts to which each employee was entitled in accordance with the National Employment Standards, including by failing to pay the base rate of pay for the employee's ordinary hours of work:
 - (i) for a period of annual leave, as required by section 90(1) of the FW Act;
 - (ii) for a period of personal/carer's leave, as required by section 99 of the FW Act;
 - (iii) for a period of compassionate leave, as required by section 106 of the FW Act; and
 - (iv) where an employee was absent from their employment on a public holiday(s) or part-day public holiday(s), as required by section 116 of the FW Act.

41. The contraventions identified in clauses 38 to 40 of this Undertaking do not include:

- (a) any contraventions which relate to or arise as a consequence of HIE or HISS failing to correctly apply the FW Act or the Relevant Awards to any employee not listed in the Schedules 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 HIE or HISS failing to correctly apply the FW Act or the Relevant 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;
- (b) any contraventions which do not relate to or arise as a consequence of HIE or HISS paying an insufficient annualised salary to meet the requirements of an annualised salary clause in a Relevant Award or that was otherwise insufficient to meet an employee's entitlements under a Relevant Award. For the avoidance of doubt this Undertaking is not given in respect of any contravention by HIE or HISS in relation to a First Review or Final Review employee which was unrelated to a practice of paying annualised salaries;
- (c) any contraventions which have not yet occurred at the date that this Undertaking

is offered by HIE and HISS (whether or not those contraventions are identified in the Independent Audits described at clause 68 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 HIE and HISS and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.

UNDERTAKINGS

42. HIE and HISS will take the actions set out at clauses 44 to 94 below.
43. HIE may complete an action on behalf of HISS. However, HISS remains responsible for each undertaking it provides.

Review and rectification of underpayments

44. By not later than 30 June 2025, HIE and HISS will complete the Final Review for the Final Review Additional Awards HIE Employees, and Final Review HISS Employees by:
 - (a) (where applicable) applying the FWO's Methodology and the HIE Methodology to calculate any underpayments or additional underpayments in the Final Review Period, and Vehicle Workshop Review Period;
 - (b) calculating any superannuation owed on the underpayments or additional underpayments identified under sub-clause (a), above;
 - (c) calculating interest owed (on a simple interest basis), using the pre-judgment interest rate on any underpayments or additional underpayments identified under sub-clause (a) above;
 - (d) providing the FWO with evidence of their compliance with sub-clauses (a), (b) and (c) above, including calculations of the underpayments or additional underpayments, superannuation and interest.
45. By not later than 30 June 2025, HIE or HISS will:
 - (a) remediate the underpayments or additional underpayments identified by the Final Review, as identified under clause 44(a);
 - (b) pay any superannuation owing identified under clause 44(b) to the nominated

- superannuation funds of the affected employees;
- (c) pay the interest calculated under clause 44(c) to the relevant employees; and
- (d) provide evidence to the FWO of the payments in sub-clauses (a), (b) and (c) above.

Further Remediation Review

46. By not later than 120 days after the completion of the Final Review, HIE will commence a further remediation review (**Further Remediation Review**) of the non-salaried employees to whom the Collective Agreement had applied prior to 2 February 2022, but to whom the Relevant Awards applied following the termination of the Collective Agreement (**Transitioning Employees**).
47. The Further Remediation Review will involve an assessment of:
 - (a) a sample of 5% of the Transitioning Employees, across a range of classifications, locations and employment types (full time, part time and casual employment) in respect of their employment by HIE (**Further Review Employees**); and
 - (b) the amounts paid to the Further Review Employees in two consecutive pay periods in the period 2 February 2022 to 30 June 2022, and two consecutive pay periods in the period 1 July 2022 to 18 December 2022.
48. By no later than 270 days after the completion of the Final Review, HIE will produce a written report (**FRR Report**) to the FWO setting out the Further Remediation Review findings, and the facts and circumstances supporting the findings. When providing the FRR Report to the FWO, HIE will state in writing that it provides the FRR Report without qualification and without seeking to place any limitation on how the FWO may use the information contained in the FRR Report.
49. If the Further Remediation Review identifies that any Further Review Employees have been underpaid, HIE will, within 60 days of the completion of the Further Remediation Review:
 - (a) pay to the Further Review Employees:
 - (i) the underpayment amount owing to them;
 - (ii) any superannuation payments which may be required by law, by making

payment to their chosen superannuation fund; and

- (b) provide the FWO with evidence that all underpayments (including superannuation) have been calculated and rectified for the Further Review Employees.
50. If the Further Remediation Review identifies that any Further Review Employees have been underpaid and the FWO reasonably believes that employees not included in the Further Remediation Review (**Non FRR Employees**) are also likely to have been underpaid, HIE will conduct a further review of the Non FRR Employees (or a particular cohort of Non FRR Employees), as determined by the FWO (**Additional Review**). The FWO may provide recommendations to HIE about the scope and methodology of the Additional Review.
51. If the Additional Review identifies that any Non FRR Employees subject of the Additional Review have been underpaid, HIE will, within 60 days of the completion of the Additional Review:
- (a) pay to the Non FRR Employees subject of the Additional Review:
 - (i) the underpayment amount owing to them;
 - (ii) any superannuation payments which may be required by law, by making payment to their chosen superannuation fund; and
 - (b) provide the FWO with evidence that all underpayments (including superannuation) have been calculated and rectified for the Non FRR Employees subject of the Additional Review.

Unlocatable Employees

52. If any of the Final Review Hospitality Awards HIE Employees, Final Review Additional Awards HIE Employees, Final Review HISS Employees, Further Review Employees or Non FRR Employees subject of the Additional Review, who are former employees of HIE or HISS (as appropriate) (**Affected Employees**) to whom underpayments are owed cannot be located:
- (a) for Final Review Hospitality Awards HIE Employees, Final Review Additional Awards HIE Employees and Final Review HISS Employees – 90 days from the

completion of the Final Review; or

- (b) for all other Affected Employees – 90 days after the date that clause 49 or clause 51 required rectification of that underpayment,

HIE or HISS will pay the underpayment amounts owing to those former employees to the Commonwealth of Australia in accordance with section 559 of the FW Act. HIE or HISS will complete the required documents supplied by the FWO for this purpose.

53. In the event that the FWO is able to locate and contact any former employees to whom underpayments are owed, the FWO will (in addition to its obligations under section 559 of the FW Act) notify HIE or HISS in writing of the name and contact details of the former employee. Within 14 days of receiving any such notice HIE or HISS will:

- (a) for Final Review Hospitality Awards HIE Employees, Final Review Additional Awards HIE Employees, and Final Review HISS Employees – pay to the former employee interest on the amount already paid by HIE or HISS to the Commonwealth of Australia in respect of that employee, calculated on a simple interest basis at the pre-judgment interest rates up until the date that HIE or HISS paid the underpayment owing to the Commonwealth of Australia pursuant to clause 52 above; and
- (b) pay to the former employee’s nominated superannuation fund an amount equal to the amount that would have been required by law, had HIE or HISS paid the amount under clause 52 directly to the former employee.

Provision of Information about Systems and Processes

54. Within 60 days of the Commencement Date, HIE and HISS will provide to the FWO detailed information about the systems and processes that it has put in place to ensure compliance with its obligations under the FW Act and the Relevant Awards, including:

- (a) engaging an external consultant to review the accuracy of UKG Workforce Dimensions (roster and time/attendance system) and associated payroll systems with respect to the *Hospitality Award 2020* and the *General Retail Industry Award 2020*; and

- (b) developing a policy which clearly outlines how annualised salaries are considered and calculated.

55. The FWO may, within 28 days of receiving the information under clause 54, seek reasonable further information regarding the new systems and processes from HIE and HISS by issuing a written notice to HIE specifying the additional information required. HIE must provide the information specified in such a notice within 14 days of receipt.

Letter of Assurance

56. Within 28 days of the completion of the Final Review, HIE and HISS will provide the FWO a Letter of Assurance signed by the Chief Executive in the terms as set out at Attachment B.

Workplace Relations Training

57. Within 6 months of the Commencement Date, HIE and HISS will ensure that all current employees of HIE and HISS with responsibility for management of employees, human resources, recruitment or payroll have completed training which satisfies clause 58 below. The training requirement will be ongoing for new or existing employees who acquire responsibilities for any of the functions referred to in this clause, for the life of this Undertaking (see clause 88).

58. The training must cover as a minimum:

- (a) record keeping requirements and obligations under the FW Act and FW Regulations;
- (b) subject to clause 60 below – how to correctly apply the annualised wage provisions of the Hospitality Award 2020 (or replacement) and any other Relevant Award (or replacements) including but not limited to the awards listed at clause 70(a) containing annualised salary provisions, including, without limitation:
 - (i) ensuring the correct application of the rostering provisions in accordance with the annualised salary arrangement of any Relevant Award;
 - (ii) which of the provisions of the Relevant Award will be satisfied by payment of the annualised salary arrangement; and
 - (iii) ensuring that any annual reconciliation requirements of the Relevant Award

have been fully complied with.

59. HIE will prepare the training material (to be approved by the FWO prior to the training being provided), with such training then provided to employees as an online e-learning module which for new employees will occur during the onboarding process.
60. As at the Commencement Date, HIE and HISS do not employ any employees under the annualised wage provisions in the Hospitality Award 2020 or any other Relevant Award. However, should HIE and HISS do so during the life of this Undertaking, then they will need to:
 - (a) prepare training materials which complies with clause 58(b) (**Updated Training**); and
 - (b) ensure that any employees referred to in clause 57 undertake the Updated Training.
61. By no later than 3 months following the commencement of the workplace training, HIE and HISS will provide to the FWO evidence of its compliance with clause 57, including:
 - (a) a copy of the training materials used; and
 - (b) a schedule or list of the employees who received the training and the date on which they attended.

Dispute resolution mechanism

62. Within 7 days of the Commencement Date, HIE and HISS will establish a complaints and review mechanism (**Mechanism**) for Affected Employees if they believe they have not received their correct entitlements as a result of the First Review, Final Review or Further Remediation Review.
63. HIE and HISS will:
 - (a) promptly consider and respond to all complaints or requests for review received from an employee or former employee about the calculation of their entitlements under the First Review, Final Review or Further Remediation Review;
 - (b) notify the FWO of any complaint or request for review not resolved within 60 days of receipt;

- (c) provide the FWO with a de-identified report of all complaints or requests for review received, and their outcome each quarter, during the operation of the Mechanism.
64. HIE and HISS will maintain the Mechanism until at least 3 months after the completion of the Further Remediation Review.
65. HIE and HISS will:
- (a) send an email to employees with details of the Mechanism;
 - (b) include in the Notification Letter (as defined in clause 91) that employees may write to HIE to dispute the calculation of amounts paid to them, or to otherwise raise concerns about their employment entitlements (**Dispute Notification**).

Independent Audit

66. HIE and HISS must, at their cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct an audit of HIE's and HISS's compliance with the FW Act and FW Regulations, in relation to the Relevant Awards (or replacements) as they apply to employees of HIE and HISS paid an annualised salary (**Audit**).
67. HIE and HISS will notify the FWO of their proposed Independent Auditor by no later than 31 October 2025.
68. HIE and HISS must ensure that the Audit conducted by the Independent Auditor includes:
- (a) an assessment of:
 - (i) 15% of all salaried HIE employees to whom the Hospitality Award 2020 (or replacement) applies, across a range of classifications and venues during the relevant audit period in respect of their employment by HIE; and
 - (ii) 5% of all salaried HIE and HISS employees to whom the Additional Awards, the Clerks Awards or the Graphic Arts Awards (or replacements) apply, across a range of classifications and venues during the relevant audit period in respect of their employment by HIE and HISS;

- (collectively, **Sampled Employees**)
- (b) an assessment of whether the Sampled Employees have been correctly classified by HIE and HISS;
 - (c) if applicable, an assessment of whether the annualised salary provisions of the Relevant Award have been complied with in relation to each Sampled Employee;
 - (d) an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period are in compliance with the FW Act and Relevant Awards;
 - (e) direct contact with Sample Employees, either virtually or by way of site visits, at at least five different venues to ensure accuracy of hours worked;
 - (f) the production of a written report setting out the Independent Auditor's findings, and the facts and circumstances surrounding it, to the FWO; and
 - (g) that the written report referred to in sub-clause (f) 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 HIE and HISS, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from HIE and HISS 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

- 69. HIE and HISS must ensure the Independent Auditor commences the Audit by no later than 13 months from the Commencement Date (**Audit**).
- 70. The relevant audit period for the Audit must be:

- (a) for non-Managerial Employees employed under the Hospitality Award 2020 and paid on the basis of an annualised salary which meets the requirements of the annualised salary clause in the Hospitality Award 2020, and for employees paid on the basis of an annualised salary which meets the requirements of the annualised salary clause under the *Clerks Private Sector Award 2020*, *Health Professionals and Support Services Award 2020* or the *Water Industry Award 2020* (**Annual Reconciliation Sampled Employees**) — the 12-month period starting at the start of the first pay period following the Commencement Date of this Undertaking; and
 - (b) for all other Sampled Employees — at least two full pay periods which contain at least one public holiday falling within the first 12-month period following the Commencement Date of this Undertaking.
71. By no later than 12 months from the Commencement Date, HIE and HISS will provide for the FWO’s approval, details of the methodology to be used by the Independent Auditor to conduct the Audit.
72. HIE and HISS will use their best endeavours to ensure the Independent Auditor provides a draft written report of the Audit directly to the FWO by no later than 17 months from the Commencement Date, setting out the draft Audit findings, and the facts and circumstances supporting the Audit findings. HIE and HISS will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to HIE and HISS without the FWO’s approval.
73. HIE and HISS will use their best endeavours to ensure the Independent Auditor finalises the Audit and provides a written report of the Audit (**Audit Report**) directly to the FWO within one month of FWO providing any comments on the draft report to the Independent Auditor. HIE and HISS will ensure the Independent Auditor does not provide the Audit Report, or a copy of the same, to HIE without the FWO’s approval.

Outcome of Audit

74. If the Audit identifies underpayments to any current or former employees, HIE and HISS will:
- (a) rectify any underpayments identified in the relevant 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.
75. HIE and HISS will provide to the FWO evidence of such rectification within 28 days of being informed by the FWO of the requirement to undertake the reconciliation.
76. 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, HIE or HISS will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. HIE will complete the required documents supplied by the FWO for this purpose.
77. If the Audit identifies an underpayment of minimum entitlements to one or more employees, and the FWO reasonably believes that employees not included in the Audit are also likely to have been underpaid, FWO will notify HIE and HISS. HIE or HISS will then 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 Relevant Awards (or replacement instruments) apply (or a particular cohort of employees within this group), as determined by the FWO (**Additional Audit**). Any Additional Audit must be conducted in accordance with clause 68.
78. If requested by the FWO, HIE and HISS will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 14 days of such a request.

Formalising Worker Voice Consultation Mechanisms

79. Within 28 days of the Commencement Date, at their own expense, HIE and HISS will operate a dedicated telephone number and email address (such as the Employee Feedback Email Address and Salary Review Email Address) for all current and former employees to whom the Relevant Awards apply, or had applied, to make enquiries (or for their representatives to make enquiries on their behalf) in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**).
80. HIE and HISS will:

- (a) ensure the Employee Hotline, Employee Feedback Email Address and Salary Review Email Address remain operational for the life of this Undertaking;
 - (b) ensure that the telephone number for the Employee Hotline and Employee Feedback Email Address and Salary Review Email Address are included in the Notification Letter as defined by clause 91;
 - (c) 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
 - (d) provide a de-identified list of enquiries received by the Employee Hotline to the FWO every three months from the establishment of the Employee Hotline.
81. HIE and HISS will ensure that the Employee Hotline, and the Employee Feedback Email Address and Salary Review Email Address, described in clauses 79 to 80 are used as an avenue for workers and/or their representatives to voice any concerns about compliance and workplace relations obligations.
82. Each year around May, HIE and HISS undertake an employee engagement survey (**Survey**). During the life of this Undertaking, HIE and HISS will include in the Survey for employees to be able to provide anonymous feedback to HIE and HISS regarding any workplace compliance issues.
83. From the Commencement Date and for the life of this Undertaking, once each 3 months a human resources representative of HIE will hold an employee feedback session with each division of HIE and HISS (**Employee Feedback Session**).
84. Employees will be provided with reasonable notice of the date, time and location (including an option to attend virtually) of the Employee Feedback Session. The purpose of the Employee Feedback Session will be to enable employees and/or their representatives to provide feedback to HIE and HISS (through the human resources representative) regarding workplace compliance, culture and any other workplace grievance.
85. HIE and HISS will ensure that:
- (a) a record is kept of the Survey results and minutes of the Employee Feedback

Session, including any subsequent actions taken by HIE and HISS to address any concerns raised in the Survey or Employee Feedback Sessions in relation to workplace compliance issues; and

- (b) records as outlined in sub-clause (a) above are tabled to the Board in accordance with clause 86(d).

Corporate Governance

86. HIE and HISS will review and, where necessary, amend their internal processes for reporting to the Board, to ensure that throughout the life of this Undertaking the Board is appropriately notified of HIE's and HISS's compliance with this Undertaking, their FW Act and Relevant Award obligations and any potential breaches of these obligations including by taking the following steps:

- (a) tabling the Audit Report (and any Additional Audit report), before the Board and ensuring that where issues are identified, the action taken to address those issues is reported to the Board;
- (b) tabling the outcomes of the Further Remediation Review and the FRR Report before the Board;
- (c) ensuring that the information provided to FWO in respect of system and process improvements described in clause 54 above is tabled before the Board;
- (d) ensuring that there is a standing agenda item for all Board meetings regarding compliance with the FW Act, the Relevant Awards and this Undertaking, including tabling the outcomes and minutes of the Employee Feedback Session meetings;
- (e) ensuring that the Board is provided with a quarterly de-identified list of all complaints and inquiries received via:
 - (i) the dispute Mechanism described in clauses 62 to 65;
 - (ii) the Employee Hotline described in clauses 79 to 80;
 - (iii) emails to the Employee Feedback Email Address or Salary Review Email Address;

(iv) HIE's Safe to Speak Policy; and

87. HIE and HISS will provide to the FWO evidence, including the matters listed below, to demonstrate compliance with clause 86 above on a quarterly basis throughout the life of this Undertaking. The matters are:
- (a) the make-up and composition of the Board and Two Sub-committees, including the roles of Board and Two Sub-committees members;
 - (b) relevant minutes issued following the Board and Two Sub-committees meetings;
 - (c) copies of reports to the Board and Two Sub-committees on progress against HIE and HISS's obligations under this Undertaking; and
 - (d) copies of reports to the Board and Two Sub-committees on other matters related to compliance with the FW Act and the Relevant Awards.
88. In this Undertaking, the term 'life of this Undertaking' refers to the period commencing on the Commencement Date and ending when the final Audit (including any Additional Audit) is complete, including the completion of the remediation of any underpayments (to the employee or to the Commonwealth of Australia in accordance with section 559 of the FW Act) identified by an Audit.

Other compliance matters

89. Within 28 days of the Commencement Date, HIE will introduce and begin recruiting for a Compliance Officer position who will report to the Chief Executive Officer of HIE. The Compliance Officer role will be responsible for monitoring the compliance of HIE and HISS with their legal obligations, including specifically their compliance with workplace laws and also with the terms of this Undertaking.

Notices – Internal and External

Media Release

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

Notification Letter

91. Within 7 days of, but not prior to, the FWO publishing a media release on its website in

respect of the Undertaking, HIE (on its and HISS's behalf) will issue a letter (**Notification Letter**) in the form of Attachment C to all impacted current employees to the last known address or email address of each of its former employees.

Contribution Payment

92. Within 28 days of the Commencement Date, HIE and HISS will collectively make a total contribution payment of \$750,000.
93. A total of \$250,000 of the agreed contribution payment amount will be directed to the Cleaning Accountability Framework (**CAF**) in accordance with the FWO's strategic collaboration with the CAF. The remaining \$500,000 will be paid into the Consolidated Revenue Fund. HIE and HISS will provide evidence to the FWO of the contribution payment within 14 days of making payment.

No Inconsistent Statements

94. HIE and HISS must not, and must use their best endeavours to ensure that their 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.

Request for Extension of Time

95. HIE or HISS may request of the FWO an extension on a time specified for completion of an obligation under this Undertaking. HIE or HISS will provide information setting out the basis for such a request and make a request for an extension of time at least 7 days prior to the time that HIE or HISS are required to complete the action as set out in this Undertaking, or such shorter period agreed in writing between HIE or HISS and the FWO. The FWO will not unreasonably withhold agreement on a request for an extension of time.
96. 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 time specified for completion of the later obligation is correspondingly extended by the same period.

ACKNOWLEDGEMENTS

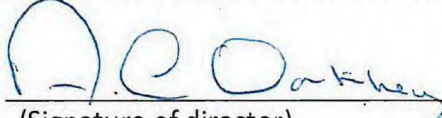
97. HIE and HISS acknowledge that:

- (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 HIE and HISS set out in clauses 38, 39 and 40 above in respect of decisions taken regarding enforcement action in the event that HIE or HISS is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by HIE or HISS 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, HIE or HISS may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (d) if HIE or HISS 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 HIE and HISS and in clauses 38, 39 and 40 above, and

also in respect of the question of costs.

Executed as an undertaking

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



(Signature of director)

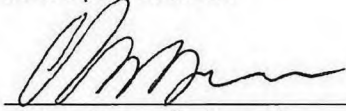
ANDREW OATLEY

(Name of director)

24 JANUARY 2025

(Date)

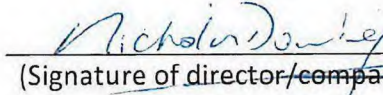
in the presence of:



(Signature of witness)

MARIA DUJIN

(Name of witness)



(Signature of director/company secretary)

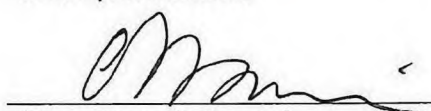
NICHOLAS DOWLING

(Name of director/company secretary)

24 JANUARY 2025

(Date)

in the presence of:



(Signature of witness)

MARIA DUJIN

(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:



(Signature of witness)

28 JANUARY 2025

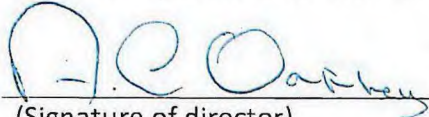
(Date)

LOUISE CATO

(Name of Witness)

Executed as an undertaking

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



(Signature of director)


ANDREW DATCH

(Name of director)

24 JANUARY 2025

(Date)

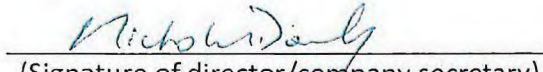
in the presence of:



(Signature of witness)

MARIA DUJIN

(Name of witness)



(Signature of director/company secretary)

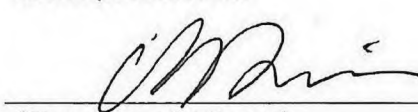
NICHOLAS DOWLING

(Name of director/company secretary)

24 JANUARY 2025

(Date)

in the presence of:



(Signature of witness)

MARIA DUJIN

(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:



(Signature of witness)

28 JANUARY 2025

(Date)

LOUISE CATO

(Name of Witness)

Attachment A — Additional Awards

1.	<i>Airport Employees Award 2010 and Airport Employees Award 2020</i>
2.	<i>Amusement, Events and Recreation Award 2010 and Amusement, Events and Recreation Award 2020</i>
3.	<i>Building and Construction General On-site Award 2010 and Building and Construction General On-site Award 2020</i>
4.	<i>Children's Services Award 2010</i>
5.	<i>Educational Services (Post-Secondary Education) Award 2010 and Educational Services (Post-Secondary Education) Award 2020</i>
6.	<i>Electrical Power Industry Award 2010 and Electrical Power Industry Award 2020</i>
7.	<i>Fire Fighting Industry Award 2010 and Fire Fighting Industry Award 2020</i>
8.	<i>General Retail Industry Award 2010 and General Retail Industry Award 2020</i>
9.	<i>Hair and Beauty Industry Award 2010 and Hair and Beauty Industry Award 2020</i>
10.	<i>Health Professionals and Support Services Award 2010 and Health Professionals and Support Services Award 2020</i>
11.	<i>Marine Tourism and Charter Vessels Award 2010 and Marine Tourism and Charter Vessels Award 2020</i>
12.	<i>Miscellaneous Award 2010 and Miscellaneous Award 2020</i>
13.	<i>Nurses Award 2010</i>
14.	<i>Plumbing and Fire Sprinklers Award 2010 and Plumbing and Fire Sprinklers Award 2020</i>
15.	<i>Ports, Harbours and Enclosed Water Vessels Award 2010 and Ports, Harbours and Enclosed Water Vessels Award 2020</i>
16.	<i>Real Estate Industry Award 2010 and Real Estate Industry Award 2020</i>
17.	<i>Road Transport and Distribution Award 2010 and Road Transport and Distribution Award 2020</i>
18.	<i>Security Services Industry Award 2010 and Security Services Industry Award 2020</i>
19.	<i>Waste Management Award 2010 and Waste Management Award 2020</i>
20.	<i>Water Industry Award 2010 and Water Industry Award 2020</i>

21.	<i>Manufacturing and Associated Industries and Occupations Award 2010 and Manufacturing and Associated Industries and Occupations Award 2020</i>
-----	--

Attachment B – Letter of Assurance

Anna Booth
The Fair Work Ombudsman
Office of the Fair Work Ombudsman
GPO Box 9887
SYDNEY NSW 2001

Dear Ms Booth

I am writing on behalf of Hamilton Island Enterprises Limited (**Hamilton Island Enterprises**) and Hamilton Island Shared Services Pty Ltd (**HISS**) in my capacity as the Chief Executive Officer of Hamilton Island Enterprises. This letter follows a process where a Fair Work Ombudsman (**FWO**) Investigation identified, and Hamilton Island Enterprises and HISS admitted, that they failed to comply with requirements of the *Hospitality Industry (General) Award 2010* and *Hospitality Industry (General) Award 2020* (**Hospitality Awards**) by:

- a. not conducting an annualised salary reconciliation for non-managerial employees;
- b. not paying non-managerial employees a sufficient amount to meet all Saturday, Sunday, public holiday, late night and early morning penalty rates, overtime, broken shift allowance and annual leave loading entitlements; or
- c. not paying managerial employees a sufficient salary (125% of the relevant minimum salary) to satisfy clause 27.2 of the HIG Award 2010 and clause 25 of the HIG Award 2020.

Hamilton Island Enterprises and HISS have also admitted to failing to comply with their obligations under other modern awards.

I write to provide the FWO with my assurance that I am satisfied, to the best of my knowledge and having made reasonable inquiries:

- d. the process by which Hamilton Island Enterprises and HISS, as assisted by HFW and BDO, calculated the underpayments of wages to their current and former employees was correctly undertaken; and
- e. that Hamilton Island Enterprises and HISS have put in place appropriate systems, processes and resources to ensure that HIE and HISS are compliant with the *Fair Work Act 2009* as it relates to all applicable awards; and
- f. as of 30 June 2025 all former and current employees impacted by the underpayments, apart from those who have not been able to be located by Hamilton Island Enterprises or HISS, have been paid their entitlements (plus interest) under the relevant awards by Hamilton Island Enterprises or HISS.

Hamilton Island Enterprises and HISS have remediated all issues as a matter of priority and are committed to minimising the risk of future non-compliance.

Sincerely

Nicholas Dowling
Group CEO

Attachment C – Notification Letter to employees

Dear <insert name >

As you may be aware, Hamilton Island Enterprises Limited (**Hamilton Island Enterprises**) and Hamilton Island Shared Services Pty Ltd (**HISS**) have admitted to the Fair Work Ombudsman (**FWO**) that they contravened the *Fair Work Act 2009* (Cth) by paying annualised salaries which were insufficient to comply with the *Hospitality Industry (General) Award 2010*, the *Hospitality Industry (General) Award 2020* and other awards that applied to employees of Hamilton Island Enterprises and HISS. The underpayments occurred in the period 19 December 2014 to 18 December 2022, and for some employees in the vehicle workshop in the period 19 December 2014 to 22 October 2024.

Hamilton Island Enterprises and HISS have now entered into a formal Enforceable Undertaking (**EU**) with the FWO regarding these contraventions of the *Fair Work Act 2009*. Hamilton Island Enterprises and HISS will, as a result of the EU, commit to undertake a number of activities to ensure its ongoing compliance such as conducting an independent audit, and workplace relations training for managers and human resources personnel.

Hamilton Island Enterprises and HISS understand that you may have questions and concerns relating to this and other employment issues. To address these concerns a hotline has been established for all employees to access. The hotline can be contacted on 0447756457 or at employeerelations@hamiltonisland.com.au. Hamilton Island Enterprises and HISS also have an employee feedback email address, which employees can use to directly contact the Chief Executive Officer about any issues they wish to raise including issues they may have about receiving their minimum entitlements. Workplace relations compliance will be a standing agenda item at Board meetings of Hamilton Island Enterprises and HISS. Hamilton Island Enterprises and HISS will also be holding employee feedback sessions each 3 months for each division of Hamilton Island Enterprises and HISS. The purpose of the employee feedback sessions will be to enable employees to provide feedback to Hamilton Island Enterprises and HISS regarding workplace compliance, culture and any other workplace grievance. More information about this to follow.

If you have been notified that you have been underpaid and have a concern about how your entitlements have been calculated, Hamilton Island Enterprises has established a dedicated complaints and reviews mechanism to consider your concerns. You can lodge your complaint or review request by calling 07 4967 5222 or emailing salaryreview@hamiltonisland.com.au. Hamilton Island Enterprises is required under the EU to promptly consider and respond to your complaint or review request. For additional information regarding the EU and the finalisation of the salary review process, please see our FAQs here <https://www.hamiltonisland.com.au/corporate-information/employee-salary-review>.

We will make every attempt to resolve your enquiry within 30 days of receiving it and commit to maintaining open communication with you about the progress of your enquiry.

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

Hamilton Island Enterprises expresses its sincere regret and apologises to you for

failing to comply with our lawful obligations.

Yours sincerely

<Employer name>

Annexure A

General Retail Industry Award 2010 (GRIA 2010) and General Retail Industry Award 2020 (GRIA 2020)

Contravention	Description
Clause 28.3(c) of GRIA 2020 and clause 32.3(b)(i) of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 22.1 of GRIA 2020 and clause 29.4(a) GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for the penalty rate of after 6pm on Monday to Friday
Clause 22.1 of GRIA 2020 and clause 29.4(c) of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for the Saturday penalty rate
Clause 22.1 of GRIA 2020 and clause 29.4(e) GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for the Sunday penalty rate
Clause 22.1 of GRIA 2020 and clause 29.4(f) of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 19.2 of GRIA 2020 and clause 20.1 of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 19.3 of GRIA 2020 and clause 20.2 of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for the laundry allowance
Clause 21.2(e) of GRIA 2020 and clause 29.2(a) of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Saturday
Clause 21.2(e) of GRIA 2020 and clause 29.2(d) of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a Sunday
Clause 21.2(e) of GRIA 2020 and clause 29.2(d) of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a public holiday
Clause 16.6(b) of GRIA 2020 and clause 31.2(b) of GRIA 2010	By failing to pay an annual salary sufficient to compensate employees for the penalty rate applicable where the employee recommenced work without a 12 hour break between shifts

Clerks – Private Sector Award 2010 (CPSA 2010) and Clerks – Private Sector Award 2020 (CPSA 2020)

Contravention	Description
Clause 32.3(c) of CPSA 2020 and clause 29.3(b)(i) of CPSA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 24.2 of CPSA 2020 and clause 27.2(a) of CPSA 2010	By failing to pay an annual salary sufficient to compensate employees for the Saturday penalty rate
Clause 24.4(a) of CPSA 2020 and clause 31.3 of CPSA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 15.4 of CPSA 2020 and clause 26.1 of CPSA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal break penalty
Clause 19.5 of CPSA 2020 and clause 19.3 of CPSA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 21.4(a) of CPSA 2020 and clause 27.1(a) of CPSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Saturday
Clause 21.4(a) of CPSA 2020 and clause 27.2(b) of CPSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a Sunday

Clause 21.4(a) of CPSA 2020 and clause 31.3 of CPSA 2010

By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a public holiday

Amusement, Events and Recreation Award 2010 (AERA 2010) and Amusement, Events and Recreation Award 2020 (AERA 2020)

Contravention	Description
Clause 21.2 of AERA 2020	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 20.5 of AERA 2020 and clause 23.2 AERA of 2010	By failing to pay an annual salary sufficient to compensate employees for the penalty rate applicable where the employee recommenced work without a 10 hour break between shifts
Clause 20.6(a) of AERA 2020 and clause 23.3(a) of AERA 2010	By failing to pay an annual salary sufficient to compensate employees for the Sunday penalty rate
Clause 20.6(b) of AERA 2020 and clause 23.3(b) of AERA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 18.3(b) of AERA 2020 and clause 15.4 AERA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 18.3(e) of AERA 2020 and clause 15.6(b) of AERA 2010	By failing to pay an annual salary sufficient to compensate employees for the laundry allowance
Clause 18.2(e) of AERA 2020 and clause 15.1 of AERA 2010	By failing to pay an annual salary sufficient to compensate employees for the tractor plant allowance
Clause 20.2 of AERA 2020 and clause 23.1 of AERA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Sunday
Clause 20.6(b) of AERA 2020 and clause 23.3(b) of AERA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a public holiday

Hair and Beauty Industry Award 2010 (HBIA 2010) and Hair and Beauty Industry Award 2020 (HBIA 2020)

Contravention	Description
Clause 33.3(b)(i) of HBIA 2010 and clause 24.2(c) of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 31.2(c) of HBIA 2010 and clause 23.1 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for the Saturday penalty rate
Clause 31.2(d) of HBIA 2010 and clause 23.1 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for the Sunday penalty rate
Clause 35.4 of HBIA 2010 and clause 23.1 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 31.2(e) of HBIA 2010 and clause 23.1 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for the overtime / penalty rate for working on a rostered day off
Clause 21.2 of HBIA 2010 and clause 20.5 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 21.10 of HBIA 2010 and clause 20.8 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for the tool allowance
Clause 21.1 of HBIA 2010 and clause 20.2 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for the manager allowance
Clause 31.2(a) of HBIA 2010 and clause 22.5 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Saturday
Clause 31.2(d) of HBIA 2010 clause 22.5 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a Sunday
Clause 35.4 of HBIA 2010 clause 22.5 of HBIA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a public holiday

Marine Tourism and Charter Vessels Award 2010 (MTCVA 2010) and Marine Tourism and Charter Vessels Award 2020 (MTCVA 2010)

Contravention	Description
Clause 20.3 of MTCVA 2020 and clause 23.3 of MTCVA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 25.3(a) of MTCVA 2020 and clause 26.3(a) of MTCVA 2010	By failing to pay an annual salary sufficient to compensate employees for work on Christmas Day
Clause 25.3(b) of MTCVA 2020 and clause 26.3(b) of MTCVA 2010	By failing to pay an annual salary sufficient to compensate employees for work on a public holiday other than Christmas Day
Clause 17.2(a) of MTCVA 2020 and clause 14.5 of MTCVA 2010	By failing to pay an annual salary sufficient to compensate employees for the Marine Engine Driver certificate allowance
Clause 19.1(b) of MTCVA 2020 and clause 22.1 of MTCVA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Sunday

Miscellaneous Award 2010 (MA 2010) and Miscellaneous Award 2020 (MA 2020)

Contravention	Description
Clause 21.3 of MA 2020 and clause 23.3 of MA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 20 of MA 2020 and clause 22.3(a) of MA 2010	By failing to pay an annual salary sufficient to compensate employees for the Saturday penalty rate
Clause 20 of MA 2020 and clause 22.3(b) of MA 2010	By failing to pay an annual salary sufficient to compensate employees for the Sunday penalty rate
Clause 20 of MA 2020 and clause 22.3(e) of MA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 17.3(b) of MA 2020 and clause 15.4 of MA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 17.2(b) of MA 2020 and clause 15.3 of MA 2010	By failing to pay an annual salary sufficient to compensate employees for the leading hand allowance
Clause 19.1 of MA 2020 and clause 22.1 of MA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Sunday
Clause 26.4 of MA 2020 and clause 22.3(e) of MA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a public holiday

Waste Management Award 2010 (WMA 2010) and Waste Management Award 2020 (WMA 2020)

Contravention	Description
Clause 22.2(a) of WMA 2020 and clause 33.2(a) of WMA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 27.5(a) of WMA 2020 and clause 32.3 of WMA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 16.3(a) of WMA 2020 and clause 20.1 of WMA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 19.1 of WMA 2020 and clause 30.1 of WMA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Saturday
Clause 21.4 of WMA 2020 and clause 31.4 of WMA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a Sunday

Clause 27.5(c) of WMA 2020 and clause 32.4 of WMA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a public holiday
--	--

Airport Employees Award 2010 (AEA 2010) and Airport Employees Award 2020 (AEA 2020)

Contravention	Description
Clause 27.5(b) of AEA 2020 and clause 31.11(b) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 18.3 of AEA 2020 and clause 29.3 of AEA 2010	By failing to pay an annual salary sufficient to compensate day worker employees for the meal break penalty
Clause 17.2(e) of AEA 2020 and clause 27.3(b)(iii) of AEA 2010	By failing to pay an annual salary sufficient to compensate shiftworker employees for the meal break penalty
Clause 23.5(c) of AEA 2020 and clause 30.4(c) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for the penalty rate applicable where the employee recommenced work without an 8 hour break between shifts
Clause 24.2(a) of AEA 2020 and clause 28.1(a) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for the night shift penalty rate
Clause 24.3(a) of AEA 2020 and clause 28.2(a) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for the Saturday penalty rate
Clause 24.4(a)(ii) of AEA 2020 and clause 28.3(a)(i) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for the Sunday penalty rate
Clause 31.4 of AEA 2020 and clause 36.4 of AEA 2010	By failing to pay an annual salary sufficient to compensate day worker employees for the public holiday penalty rate
Clause 24.4(a)(iii) of AEA 2020 and clause 28.3(a)(ii) of AEA 2010	By failing to pay an annual salary sufficient to compensate shiftworker employees for the public holiday penalty rate
Clause 23.10 of AEA 2020 and clause 30.10 of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 23.7(c) of AEA 2020 and clause 30.6(c) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for the on call allowance
Clause 21.3(c) of AEA 2020 and clause 21.4 of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for the travel allowance
Clause 23.6 of AEA 2020 and clause 30.5 of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for call-backs
Clause 23.1(a) of AEA 2020 and clause 30.1(a) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Monday to Saturday for dayworkers
Clause 23.1(b) of AEA 2020 and clause 30.1(b) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sunday for dayworkers
Clause 23.2(a) of AEA 2020 and clause 30.2(a) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Monday to Friday for shiftworkers
Clause 23.2(b) of AEA 2020 and clause 30.2(b) of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Saturday and Sunday for shiftworkers
Clause 31.4 of AEA 2020 and clause 36.4 of AEA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a public holiday

Security Services Industry Award 2010 (SSIA 2010) and Security Services Industry Award 2020 (SSIA 2020)

Contravention	Description
Clause 21.3(a) of SSIA 2020 and clause 24.6 of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for payment whilst on annual leave (including annual leave loading)
Clause 20.2 of SSIA 2020 and clause 22.3 of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for the night penalty rate for work from 6pm to midnight and midnight to 6am Monday to Friday
Clause 20.2 of SSIA 2020 and clause 22.3 of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for the Saturday penalty rate
Clause 20.2 of SSIA 2020 and clause 22.3 of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for the Sunday penalty rate
Clause 20.2 of SSIA 2020 and clause 22.3 of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 17.5 of SSIA 2020 and clause 15.1(a) of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for the supervision allowance
Clause 17.2 of SSIA 2020 and clause 15.1(a) of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for the first aid allowance
Clause 17.7 of SSIA 2020 and clause 15.1(a) of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for the aviation allowance
Clause 17.8 of SSIA 2020 and clause 15.1(b) of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 19.3(a) of SSIA 2020 and clause 23.3 of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Saturday
Clause 19.3(a) of SSIA 2020 and clause 23.3 of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a Sunday
Clause 19.3(a) of SSIA 2020 and clause 23.3 of SSIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a public holiday

Health Professionals and Support Services Award 2010 (HPSSA 2010) and Health Professionals and Support Services Award 2020 (HPSSA 2020)

Contravention	Description
Clause 26.3(a) of HPSSA 2020 and clause 31.2(a) of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 25.1 of HPSSA 2020 and clause 26.1 of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for the Saturday penalty rate
Clause 24.4(b) of HPSSA 2020 and clause 28.2(b) of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for the penalty rate applicable where the employee recommenced work without a 10 hour break between shifts
Clause 32.2 of HPSSA 2020 and clause 32.2 of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 22.3(e) of HPSSA 2020 and clause 18.7(a) of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 22.3(b)(iii) of HPSSA 2020 and clause 18.3(b) of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for the laundry allowance
Clause 24.2(a)(i) of HPSSA 2020 and clause 28.1(a) of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Saturday
Clause 24.2(a)(ii) of HPSSA 2020 and clause 28.1(b) of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sundays

Clause 24.2(a)(iii) of HPSSA 2020 and clause 32.2 of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays
Clause 24.6 of HPSSA 2020 and clause 28.4 of HPSSA 2010	By failing to pay an annual salary sufficient to compensate employees for being recalled to work overtime

Electrical Power Industry Award 2010 (EPIA 2010) and Electrical Power Industry Award 2020 (EPIA 2020)

Contravention	Description
Clause 20 of EPIA 2020 and clause 26.2 of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 14.3(b) of EPIA 2020 and clause 25.3(b) of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal break penalty
Clause 17.2(a) of EPIA 2020 and clause 18.3 of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for the availability allowance
Clause 17.2(b) of EPIA 2020 and clause 18.4 of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for the first aid allowance
Clause 17.2(g) of EPIA 2020 and clause 18.9 of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for the transmission allowance
Clause 17.3(a) of EPIA 2020 and clause 18.1 of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 17.2(c) of EPIA 2020 and clause 18.5 of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for the power station allowance
Clause 19.1 of EPIA 2020 and clause 26.1 of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Sunday, and on public holidays
Clause 13.3 of EPIA 2020 and clause 24.3 of EPIA 2010	By failing to pay an annual salary sufficient to compensate employees for being recalled to work overtime

Building and Construction General On-site Award 2010 (BCGOA 2010) and Building and Construction General On-site Award 2020 (BCGOA 2020)

Contravention	Description
Clause 37.9 of BCGOA 2010 and 30.1(e) of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 33.1(e)(ii) of BCGOA 2010 and clause 16.6(b) of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for the penalty applicable for working on their scheduled RDO
Clause 36.11 of BCGOA 2010 and clause 29.8(d) of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for the penalty rate applicable where the employee recommenced work without a 10 hour break between shifts
Clause 36.5 of BCGOA 2010 and clause 29.6 of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for the meal break penalty
Clause 20.2 of BCGOA 2010 and clause 21.2 of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 22.2(d)(i) of BCGOA 2010	By failing to pay an annual salary sufficient to compensate employees for the confined space allowance
Clause 22.2(i)(i) of BCGOA 2010	By failing to pay an annual salary sufficient to compensate employees for the toxic substances allowance
Clause 22.3(d) of BCGOA 2010	By failing to pay an annual salary sufficient to compensate employees for the plaster or composition spray allowance
Clause 22.3(g) of BCGOA 2010	By failing to pay an annual salary sufficient to compensate employees for the cutting tiles allowance
Clause 22.3(n) of BCGOA 2010	By failing to pay an annual salary sufficient to compensate employees for the spray application painters allowance

Clause 35.3(b) of BCGOA 2010 and clause 18.3(c) of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for the payment required where an employee does not receive an overtime rest break
Clause 36.2 of BCGOA 2010 and clause 29.4 of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Friday
Clause 37.1 of BCGOA 2010 and clause 30.1(a) of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Saturdays
Clause 37.5 of BCGOA 2010 and clause 30.1(d) of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sundays
Clause 37.9 of BCGOA 2010 and clause 29.9 of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays
Clause 36.4 of BCGOA 2010 and clause 29.5 of BCGOA 2020	By failing to pay an annual salary sufficient to compensate employees for being recalled to work overtime
Clause 33.1(f) of BCGOA 2010 and clause 16.7 of BCGOA 2020	By failing to pay full time employees whose employment has ended their unused RDO accruals

Plumbing and Fire Sprinklers Award 2010 (PFSA 2010) and Plumbing and Fire Sprinklers Award 2020 (PFSA 2020)

Contravention	Description
Clause 34.2(b) of PFSA 2010 and clause 24.3(b) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 32.1(b) of PFSA 2010 and clause 23.2 of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the Saturday penalty rate
Clause 32.1(c) of PFSA 2010 and clause 23.2 of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the Sunday penalty rate
Clause 32.1(d) of PFSA 2010 and clause 23.3 of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 33.7 of PFSA 2010 and clause 22.3 of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the meal break penalty
Clause 29.7(b) of PFSA 2010 and clause 15.5(b) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the penalty applicable for working on their scheduled RDO
Clause 21.2(b) of PFSA 2010 and clause 21.8(b) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 21.7(k) of PFSA 2010 and clause 21.6(k) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the hot work allowance
Clause 21.5(b) of PFSA 2010 and clause 21.4(b) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the welding allowance
Clause 30.4(b) of PFSA 2010 and clause 22.7(b) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for the payment required where an employee does not receive an overtime rest break
Clause 33.1(a)(i) of PFSA 2010 and clause 22.1(a) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Friday
Clause 33.3(a)(ii) of PFSA 2010 and clause 22.1(a) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Saturdays
Clause 33.3(b) of PFSA 2010 and clause 22.1(a) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sundays
Clause 33.3(c) of PFSA 2010 and clause 22.1(a) of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays

Clause 33.6(a) of PFSA 2010 and clause 22.2 of PFSA 2020	By failing to pay an annual salary sufficient to compensate employees for being recalled to work overtime
Clause 29.7(a)(v) of PFSA and clause 15.5(a)(v) of PFSA 2020	By failing to pay full time employees whose employment has ended their unused RDO accruals

Nurses Award 2010 (NA 2010)

Contravention	Description
Clause 31.7 of NA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 32.1(a) of NA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 27.1(b) of NA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal break penalty
Clause 16.3(a) of NA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 16.2(b) of NA 2010	By failing to pay an annual salary sufficient to compensate employees for the laundry allowance
Clause 28.1(a)(i) of NA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Saturday
Clause 28.1(a)(ii) of NA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sundays
Clause 28.1(a)(iii) of NA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays
Clause 28.5(a) of NA 2010	By failing to pay an annual salary sufficient to compensate employees for being recalled to work overtime

Water Industry Award 2010 (WIA 2010) and Water Industry Award 2020 (WIA 2020)

Contravention	Description
Clause 22.3(a) of WIA 2020 and clause 27.3(a) of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 27.2 of WIA 2020 and clause 31.2 of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 21.9(d) of WIA 2020 and clause 25.4(d) of WIA 2010	By failing to pay an annual salary sufficient to compensate shiftworker employees for the meal break penalty
Clause 18.3(a) of WIA 2020 and clause 19.2 of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 18.2(a) of WIA 2020 and clause 19.1 of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for the leading hand allowance
Clause 18.2(c) of WIA 2020 and clause 19.8 of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for the adverse working conditions allowance
Clause 20.6(b) of WIA 2020 and clause 26.6(b) of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for the on-call allowance
Clause 20.2(a) of WIA 2020 and clause 26.2(a) of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Friday
Clause 20.2(a) of WIA 2020 and clause 26.2(b) of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Saturdays
Clause 20.2(b) of WIA 2020 and clause 26.2(c) of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sundays

Clause 20.2(d) of WIA 2020 and clause 26.2(f) of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays
Clause 20.5(b) of WIA 2020 and clause 26.5(b) of WIA 2010	By failing to pay an annual salary sufficient to compensate employees for being recalled to work overtime

Educational Services (Post-Secondary Education) Award 2010 (ESPSEA 2010) and Educational Services (Post-Secondary Education) Award 2020 (ESPSEA 2020)

Contravention	Description
Clause 15.1(c) of ESPSEA 2020 and clause 14.3 of ESPSEA 2010	By failing to pay an annual salary sufficient to compensate employees for the minimum rate of pay for each hour they work
Clause 22.3(a) of ESPSEA 2020 and clause 25.3(a) of ESPSEA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 17.3(b) of ESPSEA 2020 and clause 15.1(c) of ESPSEA 2010	By failing to pay an annual salary sufficient to compensate employees for the laundry allowance

Real Estate Industry Award 2010 (REIA 2010) and Real Estate Industry Award 2020 (REIA 2020)

Contravention	Description
Clause 20.6(a) of REIA 2020 and clause 25.4(a) of REIA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 25.3 of REIA 2020 and clause 28.3 of REIA 2010	By failing to pay an annual salary sufficient to compensate employees for ordinary hours and overtime hours on a public holiday
Clause 17.7 of REIA 2020 and clause 18.6 of REIA 2010	By failing to pay an annual salary sufficient to compensate employees for the mobile phone allowance
Clause 19.1(a)(ii) and (iii) of REIA 2020 and clause 24.1(a) of REIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on a rostered day or half day off
Clause 19.1(a)(i) of REIA 2020 and clause 24.1(b) of REIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on other than a rostered day or half day off

Graphic Arts, Printing and Publishing Award 2010 (GAPPA 2010) and Graphic Arts, Printing and Publishing Award 2020 (GAPPA 2020)

Contravention	Description
Clause 31.7(b)(i) of GAPPA 2020 and clause 37.7(b)(i) of GAPPA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading

Fire Fighting Industry Award 2010 (FFIA 2010) and Fire Fighting Industry Award 2020 (FFIA 2020)

Contravention	Description
Clause 23.1 of FFIA 2020 and clause 27.2(b) of FFIA 2010	By failing to pay an annual salary sufficient to compensate employees for the Sunday penalty rate
Clause 23.1 of FFIA 2020 and clause 27.2(c) of FFIA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 20.2 of FFIA 2020 and clause 17.2 of FFIA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 19.5(d) of FFIA 2020 and clause 17.7(d) of FFIA 2010	By failing to pay an annual salary sufficient to compensate employees for the first aid allowance

Clause 19.6(b) of FFIA 2020 and clause 17.11(b) of FFIA 2010	By failing to pay an annual salary sufficient to compensate employees for the special administrative duties allowance
Clause 19.5(a) of FFIA 2020 and clause 17.7(a) of FFIA 2010	By failing to pay an annual salary sufficient to compensate employees for the qualification allowance
Clause 22.3 of FFIA 2020 and clause 26.2(b) of FFIA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Sunday, and on public holidays

Ports, Harbours and Enclosed Water Vessels Award 2010 (PHEVVA 2010) and Ports, Harbours and Enclosed Water Vessels Award 2020 (PHEVVA 2020)

Contravention	Description
Clause 20.2 of PHEWVA 2020 and clause 22.2 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 13.6(a) of PHEWVA 2020 and clause 19.2 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal break penalty
Clause 25.2 of PHEWVA 2020 and clause 20.4 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 16.2(j) of PHEWVA 2020 and clause 14.15 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the first aid allowance
Clause 16.2(b) of PHEWVA 2020 and clause 14.2 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the charge hands allowance
Clause 16.2(e) of PHEWVA 2020 and clause 14.8 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the dirty work allowance
Clause 16.2(f) of PHEWVA 2020 and clause 14.9 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the wet work allowance
Clause 16.2(h) of PHEWVA 2020 and clause 14.12 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the bilge allowance
Clause 16.2(k)(i) of PHEWVA 2020 and clause 14.16(a) of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the loading and unloading vessels allowance
Clause 16.3(a) of PHEWVA 2020 and clause 14.17 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 18.2 of PHEWVA 2020 and clause 20.1(a) of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Friday
Clause 18.2 of PHEWVA 2020 and clause 20.1(b) of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Saturdays
Clause 18.2 of PHEWVA 2020 and clause 20.3 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sundays
Clause 18.2 of PHEWVA 2020 and clause 20.4 of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays
Clause 18.3 of PHEWVA 2020 and clause 20.1(c) of PHEWVA 2010	By failing to pay an annual salary sufficient to compensate employees for being recalled to work overtime

Children's Services Award 2010 (CSA 2010)

Contravention	Description
Clause 24.3 of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 22.3(b) of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for the penalty rate applicable where the employee recommenced work without a 10 hour break between shifts
Clause 23.5(d) of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 15.5 of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 15.2(b) of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for the laundry allowance
Clause 22.1(b) of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal break penalty
Clause 23.2(b) of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Friday
Clause 23.5(a) of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Saturday
Clause 23.5(c) of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sundays
Clause 23.5(d) of CSA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays

Road Transport and Distribution Award 2010 (RTDA 2010) and Road Transport and Distribution Award 2020 (RTDA 2020)

Contravention	Description
Clause 23.2(a) of RTDA 2020 and clause 28.2(c) of RTDA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate
Clause 19.5(f) of RTDA 2020 and clause 16.4(e) of RTDA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal allowance
Clause 19.3(d)(xii) of RTDA 2020 and clause 16.2(b)(xii) of RTDA 2010	By failing to pay an annual salary sufficient to compensate employees for the dirty material allowance
Clause 21.1 of RTDA 2020 and clause 27.1 of RTDA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Sunday
Clause 23.2(c) of RTDA 2020 and clause 28.2(e) of RTDA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays

Manufacturing and Associated Industries and Occupations Award 2010 (MAIOA 2010) and Manufacturing and Associated Industries and Occupations Award 2020 (MAIOA 2020)

Contravention	Description
Clause 34.4(b)(i) of MAIOA 2020 and clause 41.5(b)(i) of MAIOA 2010	By failing to pay an annual salary sufficient to compensate employees for annual leave loading
Clause 18.5(b) of MAIOA 2020 and clause 38.5 of MAIOA 2010	By failing to pay an annual salary sufficient to compensate employees for the meal break penalty
Clause 33.1(b)(i) of MAIOA 2020 and clause 36.2(f) of MAIOA 2010	By failing to pay an annual salary sufficient to compensate employees for the public holiday penalty rate

Clause 32.2 of MAIOA 2020 and clause 40.1(a) of MAIOA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked Monday to Friday
Clause 32.5 of MAIOA 2020 and clause 40.7 of MAIOA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Saturdays
Clause 32.6 of MAIOA 2020 and clause 40.8 of MAIOA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on Sundays
Clause 32.7(a) of MAIOA 2020 and clause 40.9(a) of MAIOA 2010	By failing to pay an annual salary sufficient to compensate employees for overtime rates for overtime hours worked on public holidays
Clause 32.13(b) of MAIOA 2020 and clause 40.5 of MAIOA 2010	By failing to pay an annual salary sufficient to compensate employees for being recalled to work overtime