



AHEIA

Review of the Closing Loopholes Acts

29 May 2026

1. Introduction

The Australian Higher Education Industrial Association (AHEIA) makes this further submission in response to the Draft Report of the Closing Loopholes Review (Draft Report) dated 15 May 2026.

In accordance with the Reviewer's guidance at the roundtable held on 27 May 2026, this submission does not repeat the detailed submissions previously made by AHEIA dated 6 March 2026 (**First Submission**). AHEIA affirms and relies on the First Submission in its entirety. This further submission responds directly to identified recommendations in the Draft Report. It also raises additional matters arising from the Draft Report that warrant the Reviewer's consideration.

AHEIA's First Submission identified two provisions of the *Fair Work Act 2009* (FW Act) that are producing material and unintended structural consequences for the higher education sector: section 270A and section 15A(4). AHEIA maintains its position that both provisions require repeal or fundamental amendment. The Draft Report does not adequately address the structural consequences of either provision.

AHEIA also takes the opportunity in this further submission to respond to the Draft Report's recommendations regarding the tripartite committee (Recommendation 3), mandatory terms (Recommendation 23), and wage theft and compliance (Recommendations 25–30).

2. Recommendation 3 — Tripartite Committee

**SUPPORT — WITH
EXPANSION**

**Recommendation 3: Tripartite committee for monitoring and
loophole identification**

AHEIA's position

Further to our First Submission, AHEIA supports Recommendation 3 in principle. However, AHEIA submits that its mandate should be substantially expanded beyond the monitoring of emerging loopholes.

The Draft Report proposes establishing or utilising a standing tripartite committee to monitor and identify emerging loopholes, with a particular focus on evolving working arrangements, new technologies and vulnerable workers. While AHEIA supports this objective, it falls short of what is needed.

The WRWG as the appropriate vehicle

AHEIA submits that the Workplace Relations Working Group (WRWG) established under the Australian Universities Accord process comprising AHEIA, the NTEU and Universities Australia, supported by an independent expert is the appropriate existing tripartite structure to fulfil this function in the higher education sector. While the WRWG process has been valuable in

identifying priority issues, its ability to reach agreed outcomes has been limited. The parties were unable to agree on a number of key matters, including the critical question of casual academic employment. Notwithstanding this, the WRWG provides an established structure with the necessary sector expertise and relationships to make progress on these issues. With government participation and a clear mandate, it has the potential to deliver meaningful reforms that the parties alone have not been able to achieve.

The WRWG Report (April 2025) documents the range of issues the parties identified and the extent of disagreement that remains. AHEIA submits that these unresolved matters are precisely why government involvement is needed. AHEIA recommends the government formally extend the WRWG's mandate and participate directly, to provide the institutional impetus and resources the parties alone have lacked.

Expanded mandate — what the committee should do

AHEIA proposes that the tripartite committee's mandate be expanded to include the following functions:

- Monitor and identify emerging loopholes in the workplace relations framework, as proposed by the Draft Report.
- Identify enterprise agreement provisions causing ambiguity, complexity, interpretive disputes and payroll compliance risk across the higher education sector, with recommendations for simplification and modernisation. Findings should be capable of informing FWC proceedings to vary enterprise agreements including through bargaining between the parties.
- Support wage integrity outcomes by identifying specific EA and award provisions that give rise to uncertainty in calculating and paying employee entitlements. Findings should address the root cause of underpayments without downgrading conditions.
- Provide advice to government and the FWC on EA reform priorities to improve productivity, reduce administrative burden, and support the making of fair, simple and clear enterprise agreements consistent with the objects of the FW Act.
- Report annually to the Minister for Employment and Workplace Relations on progress against each of these functions.
- Monitor the operation of the employee choice pathway in the higher education sector, including the practical barriers identified in the First Submission and in the WRWG Report, and advise the government on whether the pathway is operating as intended or requires further amendment.

Why this matters for wage integrity and Recommendations 25–30

As AHEIA has submitted to the Senate inquiry into wage theft provisions (6 May 2026), the root cause of underpayments in the higher education sector is structural complexity and interpretive ambiguity in enterprise agreements, not deliberate conduct. The tripartite committee is the appropriate vehicle to address this root cause systematically. Its work should be cross-referenced with the FWO's compliance activities under Recommendations 28 and 29.

3. Recommendation 7 — Casual Conversion in Higher Education

SUPPORT IN
PRINCIPLE —
UNLIKELY TO

Recommendation 7: Universities to modernise EA provisions



AHEIA's position

Further to our First Submission on section 15A(4), AHEIA supports the objective of Recommendation 7: creating greater security for casual academic teaching staff and improving workforce planning in the sector. AHEIA members will continue pursue this objective through enterprise bargaining, notwithstanding NTEU opposition. However, AHEIA has low confidence this objective can be achieved through bargaining alone in the absence of the legislative reforms set out in this submission. The recommendation is sound in aim. It is unlikely to be realised in practice without repeal or amendment of section 15A(4) and section 270A.

The perverse consequence of section 15A(4) — an unforeseen outcome the Review must address

The Review's terms of reference require consideration of unforeseen consequences of the Closing Loopholes amendments. Section 15A(4) has produced a directly perverse consequence that the Review must address.

Prior to the commencement of section 15A(4), universities could engage casual academic teaching staff for a defined teaching session (semester or trimester). This provided those employees with meaningful certainty of work for the duration of the session.

Section 15A(4) now prevents engagement of a casual employee for an entire teaching session. However, the structural constraints of university enterprise agreements mean that no alternative lawful pathway is available:

- Fixed-term teaching-only roles are not permitted by enterprise agreement provisions. As AHEIA's First Submission noted, the NTEU actively resists teaching-only roles in bargaining, treating them as second-class academic positions.
- Continuing academic roles, by virtue of mandatory workload allocation clauses in enterprise agreements, incorporate teaching, research and service/administration components. They are structurally different positions and are not a substitute for teaching-only casual engagement.
- The only remaining lawful option is ad hoc casual engagement i.e. engagement without any commitment to a defined period of work.

The result is that section 15A(4) has **increased** the insecurity of casual academic teaching staff. It has removed predictable teaching session or part thereof engagement available to this cohort. This is a direct, unforeseen and perverse consequence of the amendment.

The WRWG Report confirms this consequence is live and unresolved. The parties were unable to reach agreement on a remedy. AHEIA proposed a sessional employment model based on a provision of the *Educational Services (Post-Secondary Education) Award 2020*, which permits sessional engagement of 4 to 40 weeks in the VET sector. The NTEU had previously advanced this sessional model in its response to the Fair Work Commission Modern Awards Review 2023-24 (AM2023/21) Job Security stream and following the commencement of the *Fair Work (Secure Jobs, Better Pay) Act 2022* (Cth) (SJBPA Act).

No regulatory justification for the higher education carve-out

AHEIA notes that section 15A(4) was enacted without sectoral consultation with universities and without a Regulatory Impact Statement. The Explanatory Memorandum to the *Fair Work Legislation Amendment (Closing Loopholes No. 2) Bill 2024* provides no stated rationale for



singling out the higher education sector. No policy objective has been identified that could not have been achieved through the general casual definition provisions in section 15A.

The absence of any regulatory impact assessment or EM rationale for a provision with significant and demonstrable structural consequences for a major national sector is a fundamental procedural and policy failure. AHEIA submits the Review should recognise this and recommend repeal.

Why the objective of draft Recommendation 7 is unlikely to be realised without legislative reform

AHEIA firmly supports creating new employment pathways that deliver greater security for casual academic staff and improve universities' capacity for workforce planning and teaching delivery. These are shared objectives. The difficulty is not the goal. It is the absence of the legislative conditions that would make it achievable. Bargaining alone is unlikely to deliver this outcome for the following reasons:

- The NTEU has consistently resisted teaching-only academic roles in enterprise bargaining. The Panel's recommended EA solution requires the union's agreement to the very EA changes the Panel envisages. That agreement is unlikely to be forthcoming.
- In the event the NTEU is unwilling the constraints of section 270A make this EA reform harder to achieve. Section 270A limits the FWC's arbitral discretion. Where bargaining on structural matters stalls, universities cannot rely on arbitration to resolve the impasse.
- With Recommendation 7, Universities are being directed to achieve an outcome through bargaining that the union opposes, under a framework that removes the arbitral backstop that would otherwise enable progress. This is circular and impractical.

AHEIA's position

AHEIA supports the objective of Recommendation 7 and will pursue it through bargaining. However, AHEIA submits that the objective cannot be realised without the following legislative steps:

- Repeal section 15A(4). This is the single most important enabling step. Without it, universities cannot offer sessional teaching engagement. This would restore a level of certainty for an important cohort of the workforce. The only available engagement model currently is semi ad hoc casual, which is less secure, not more.
- Repeal or amend section 270A to restore holistic FWC arbitral discretion. Without this, structural EA reform through bargaining has no effective arbitral backstop to enable reforms.
- Alternatively, amend section 15A(4) to permit engagement for recognised teaching sessions while preserving existing casual conversion rights.
- Task the WRWG tripartite committee with developing a sector-specific sessional employment framework for legislative recommendation and EA bargaining and implementation. The WRWG has identified the issues and the barriers. With government participation and a clear mandate it can develop a workable framework with statutory guardrails and to guide EA bargaining.

4. Recommendation 22 — IBD Guardrails and Section 270A

OPPOSE

Recommendation 22: Legislated factors before an IBD declaration



can be made

AHEIA's position

Further to our First Submission on section 270A, AHEIA opposes Recommendation 22 on two grounds: it is redundant, and it is harmful. The focus should instead be on restoring the FWC's holistic arbitral discretion.

Redundant — the tools already exist

The FW Act already provides parties with effective mechanisms to address delay, hold-out and bad faith bargaining:

- Good faith bargaining orders under Part 2-4 of the FW Act enable either party to seek FWC intervention to address delay or failure to bargain in good faith.
- Section 240 conciliation provides a mechanism for either party to apply for FWC assistance in breaking through impasse.
- The FWC already has well-developed jurisprudence on the considerations relevant to making an IBD, including the decisions in *Ulan West* [2025] FWCFB 264, without any need for legislative codification.

Codifying a list of factors adds procedural complexity without addressing the structural problem. It will generate satellite litigation about the application of each factor, causing further delay in accessing the very arbitral mechanism the IBD framework was designed to provide.

Harmful — restricting IBD access works against wage outcomes and productivity

In the higher education sector, enterprise bargaining commonly runs for on average 18 months before agreement is made. The IBD framework, properly structured, represents an important circuit-breaker. It can deliver wage outcomes and productivity-enabling reforms sooner than prolonged bargaining alone.

Adding gateway requirements that make IBD access harder directly contradicts the purpose for which the framework was introduced i.e. provide a strong incentive for parties to negotiate in good faith and reach agreements quickly. Restricting entry to the IBD process makes it harder to achieve precisely that outcome. It entrenches the status quo and delays the delivery of wage increases that employees would otherwise receive sooner through arbitration.

The real problem: section 270A and asymmetric arbitral risk

The Draft Report itself notes the structural problem:

*As the Full Bench notes [In Ulan], incentivising intractable bargaining processes for employees and their representatives is inconsistent with the objects of the FW Act, which include achieving productivity and fairness through enterprise-level collective bargaining and good-faith bargaining. If a bargaining representative perceives arbitration as a safe or even preferable pathway — because the 'no less favourable' test prevents any regression — then the incentive to genuinely bargain may be weakened. **This is the opposite of what parliament intended and an unintended consequence of the amendment**".* Emphasis added **Draft Report, Chapter 3, p.210**

The SJPB Review observed that they were not convinced section 270A was having the intended effect of focusing the minds of all parties on reaching compromise. The Review is similarly not persuaded that section 270A, in the absence of such guardrails, will



achieve its intended purpose.

Draft Report, Chapter 3, p.211

Two successive reviews have now reached the same conclusion. The diagnosis is clear: section 270A creates a disincentive to bargain. The remedy is equally clear: repeal or fundamental amendment of section 270A, not procedural guardrails that leave the underlying distortion untouched.

The BOOT disparity — an incoherent double standard

AHEIA draws attention to a significant incoherence in the current framework. The Better Off Overall Test (BOOT), applied by the FWC when approving an enterprise agreement proposed by agreement between the parties, is a holistic assessment of whether employees are better off overall. The FWC may approve an agreement even if particular terms are less favourable than the award, provided the overall position is better.

Section 270A imposes a stricter, clause-by-clause 'no less favourable' test in the context of arbitrated intractable bargaining determinations. The FWC is therefore held to a higher standard when arbitrating disputed terms than when approving agreed terms. This is analytically incoherent and industrially perverse.

If the objects of the FW Act are to be given effect including the productivity objective in section 3(f) — the FWC's arbitral discretion must at minimum be no more constrained than the discretion it exercises in approving agreed outcomes.

Productivity impact — an unintended consequence requiring urgent assessment

AHEIA submits that the Review must give express consideration to the productivity consequences of section 270A. This is an unintended consequence that the terms of reference require the Reviewer to address.

The structural effect of section 270A is to entrench legacy enterprise agreement provisions negotiated in vastly different economic, technological and institutional environments. Universities now operate amid funding volatility, global competition, digital transformation including AI-enabled change, and fiscal constraint. The inability to recalibrate workload models, employment structures and operational processes suppresses the productivity improvements that enterprise bargaining is designed to generate. This applies whether the constraint arises in bargaining or in arbitration.

Wage growth that is decoupled from productivity improvements is not sustainable. As AHEIA's First Submission noted, this dynamic risks forcing universities into structural adjustments, including redundancies and course reductions, that are contrary to the national interest. This is especially significant given Higher Education's special role as the engine room of research and innovation and building the essential knowledge and skills of Australia's future workforce.

AHEIA calls for an immediate Regulatory Impact Study on section 270A

AHEIA submits that an immediate Regulatory Impact Study (RIS) by the Productivity Commission should be carried out on the productivity consequences of section 270A. The study should:

- Assess employer and union experiences in bargaining since section 270A's commencement, drawing on qualitative evidence from across sectors including higher education;



- Commission independent economic modelling of the productivity impact of section 270A's constraint on FWC arbitral discretion, including the effect of entrenching legacy EA provisions in a period of rapid economic and technological change;
- Be conducted by the Productivity Commission as a national priority, consistent with the Commonwealth's obligations to assess the economic impact of significant regulatory interventions.

AHEIA notes that no Regulatory Impact Statement was prepared before section 270A was inserted late in the passage of the Closing Loopholes No. 2 Act. This RIS should have been prepared before enactment. The gap must now be addressed as a matter of urgency.

AHEIA's recommendation on section 270A

- Do not adopt Recommendation 22.
- Repeal section 270A. Restore the FWC's full arbitral discretion to determine intractable bargaining disputes holistically, guided by the objects of the FW Act including fairness and productivity consistent with the FWC's approach when applying the BOOT to agreed enterprise agreements.
- In the alternative, amend section 270A to replace the clause-by-clause 'no less favourable' test with a holistic 'no worse off overall' assessment consistent with the BOOT and explicitly require the FWC to consider the objects of the FW Act, including section 3(f), in making any workplace determination.
- Commission an immediate Productivity Commission RIS on the productivity consequences of section 270A, drawing on employer and union bargaining experience and independent economic modelling.

5. Recommendation 23 — Mandatory Terms and the 'No Less Favourable' Test

OPPOSE

Recommendation 23: Extend the 'no less favourable' test to mandatory terms in IBWDs

AHEIA's position

AHEIA opposes Recommendation 23. This recommendation would extend the reach of section 270A in a manner that is contrary to sound policy and contrary to the experience of the higher education sector. In respect of dispute settlement provisions, it is our view this may also be constitutionally impermissible.

Model clauses are the appropriate floor

Model terms under the FW Act are determined by the FWC through a tripartite consultation process, with the objects of the Act explicitly in mind including productivity. They represent a considered, evidence-based baseline that reflects community standards for each category of mandatory term.

Where agreement cannot be reached on a mandatory term in bargaining, the model term is the



appropriate fallback. It reflects what parliament and the Fair Work Commission has determined, following expert tripartite input, to be the minimum acceptable standard. There is no principled basis for privileging legacy provisions deemed to be 'superior' over model terms. To do so further distorts bargaining incentives in the same manner as section 270A itself. It entrenches the legacy position without any requirement to demonstrate that it better advances the objects of the Act.

The higher education sector

The higher education sector provides a direct and instructive example of why extending the 'no less favourable' test to mandatory terms would be harmful in practice.

Many university enterprise agreements contain consultation and major change provisions that are substantially more prescriptive than the model consultation term. These provisions commonly include:

- Extended definitions of 'significant change' that trigger consultation obligations at an earlier stage;
- Detailed information provision requirements including budgetary documentation, workforce impact assessments, workload modelling and WHS assessments;

These provisions have been the subject of numerous disputes brought by the NTEU against university employers in circumstances where the FWC has, in the main, found against the union's interpretation. The disputes cause significant operational delay for universities managing change in a period of funding volatility and structural adjustment.

The model consultation term which the FWC has assessed as appropriate does not impose these layers of prescription. Were Recommendation 23 adopted, universities would face the prospect of legacy consultation provisions being preserved in arbitrated outcomes, entrenching the very complexity that generates disputes and compliance difficulty.

Constitutional limitation — the Cleanaway authority

Recommendation 23 is likely to engage a constitutional limitation that has been authoritatively established by the High Court in *CFMEU v AIRC* and most recently applied by the Full Bench in *TWU v Cleanaway Operations Pty Ltd* [2024] (Cleanaway) FWCFB 305 at [174]–[175].

In *Cleanaway* the Full Bench confirmed the Commission does not have power to include within a workplace determination a dispute resolution procedure that empowers the Commission to arbitrate a dispute absent the consent of the parties. The Full Bench stated:

[174] The Commission is required to have regard to the Constitutional power of the Commonwealth Parliament in interpreting how far provisions such as ss 274(3)(a) and 270A of the Act reach. It is clear from the decision of the Full Bench in Home Affairs and the High Court in Construction, Forestry, Mining and Energy Union v Australian Industrial Relations Commission that the legislative power of the Commonwealth does not extend to empowering the Commission to include within a workplace determination a dispute resolution procedure that empowers the Commission to arbitrate a dispute absent the consent of the parties.

[175] Regardless of whether it might be thought that Cleanaway's proposed dispute resolution clause (without compulsory arbitration) is less favourable than the dispute resolution clause in the Unanderra EA, section 270A of the Act cannot, in our opinion, override the limitation on the power of the Commission...

TWU v Cleanaway Operations Pty Ltd [2024] FWCFB 305 at [174]–[175]

Recommendation 23 would require the FWC, in making an IBWD, to include a dispute settlement term that is no less favourable than the existing EA term. Where the existing EA term contains a provision for unilateral referral to the FWC for compulsory arbitration, which is a



common feature of university enterprise agreements, the Commission would be required to give itself private arbitration powers over the operation of the EA. This would occur without the consent of both parties. Cleanaway establishes this is constitutionally impermissible.

AHEIA submits that the government must seek constitutional advice before adopting Recommendation 23. In the meantime, the recommendation should not be adopted.

AHEIA's recommendation

- Do not adopt Recommendation 23.
- Retain model terms as the appropriate floor for mandatory provisions in IBWDs where agreement cannot be reached.
- If the government is minded to consider any extension of the 'no less favourable' test to mandatory terms, it must first obtain constitutional advice in respect of dispute settlement provisions in light of Cleanaway and the High Court authority referred to therein.

6. Recommendations 25–30 — Wage Theft and Compliance

**QUALIFIED
SUPPORT**

Recommendations 25–30: Wage theft offence, civil penalties and enforcement

AHEIA's position

AHEIA's detailed position on the wage theft provisions is set out in its submission to the Senate Education and Employment References Committee inquiry into the operation of section 327A of the FW Act (6 May 2026). AHEIA relies on that submission and does not repeat it in full here. The key points relevant to the Draft Report's recommendations are as follows.

The offence is appropriately constructed — preserve it unamended

AHEIA welcomed the introduction of criminal wage theft provisions into the FW Act. Deliberate and intentional underpayment of workers should properly be a criminal offence. Section 327A is appropriately calibrated: it requires proof beyond reasonable doubt of intentional conduct and does not extend to error, inadvertence or genuine interpretive disputes.

AHEIA supports Recommendation 25 (early review within one year). Given the offence has been in operation for only 16 months and no prosecutions have been commenced, a targeted early review is appropriate and necessary.

Preserve the FWO enforcement model — oppose union referral and automatic penalties

AHEIA strongly supports preserving the FWO's primary role as investigator and gatekeeper for criminal referrals. The FWO applies the statutory threshold objectively, assesses evidence and determines whether referral to the CDPP is appropriate in the public interest. This model maintains the essential separation between industrial advocacy, regulatory investigation and criminal prosecution.

AHEIA opposes any proposal to allow unions or other industrial parties to refer alleged wage theft matters directly to the CDPP or AFP. AHEIA also opposes any automatic award of civil penalties to applicant unions. As AHEIA's Senate submission notes, the NTEU has a



documented record of mischaracterising compliance errors arising from EA complexity as 'wage theft'. Allowing direct referral pathways would risk the criminal framework being used as a weapon in industrial disputes and undermine trust in the process.

Root cause: EA complexity — not deliberate conduct

AHEIA submits that the Draft Report should recognise the root cause of underpayments in the higher education sector: structural complexity and interpretive ambiguity in enterprise agreements, not deliberate conduct.

This is confirmed by recent litigation. In *NTEU v Monash University (No 2)* [2025] FCA 728, the Federal Court was required to interpret enterprise agreement provisions governing casual academic work by reference to their text, context and practical operation. In related FWC proceedings, Deputy President Bell found various key provisions to be ambiguous and uncertain. These matters demonstrate that even courts and regulators encounter significant difficulty interpreting these provisions.

The sector has responded to underpayments through self-identification, self-reporting to the FWO and full and prompt remediation. This reflects a responsible sector that has proactively invested in compliance, not one seeking to avoid its obligations.

Recommendations 28 and 29 — engage the higher education sector specifically

AHEIA welcomes Recommendations 28 and 29 regarding FWO cooperation with employer groups and enhanced education and guidance. However, AHEIA submits that these recommendations must explicitly engage the higher education sector as a specific priority cohort, for the following reasons:

- The higher education sector is subject to some of the most complex enterprise agreements in the national system, often running to hundreds of pages with interdependent provisions.
- Casual academic pay calculations involve multiple variables including session type, preparation time, marking loads and consultation requirements.
- The FWO itself has recognised, through its Higher Education Reference Group and multiple enforceable undertakings the complexity of terms and conditions.

AHEIA submits that the tripartite committee proposed under Recommendation 3, and specifically the WRWG structure, should be formally tasked under Recommendations 28 and 29 to identify ambiguous and complex EA provisions, develop sector-specific guidance, and recommend variations to enterprise agreements. The aim is to reduce interpretive uncertainty and improve wage integrity outcomes without downgrading employee entitlements.

AHEIA's recommendations on Recs 25–30

- Support Recommendation 25: targeted early review of section 327A within one year.
- Preserve the FWO's primary role in investigating and referring criminal wage theft — oppose direct union referral pathways and automatic civil penalty payments to unions.
- Recognise EA complexity as the root cause of underpayments in higher education and task the Recommendation 3 tripartite committee with identifying, simplifying and varying ambiguous provisions.
- Recommendations 28 and 29 should explicitly engage the higher education sector as a priority cohort through the WRWG structure.



7. Summary of AHEIA's Positions and Recommendations

Recommendation	AHEIA Position	What We Are Seeking
s270A (First Sub.)	REPEAL	Repeal s270A. Restore holistic FWC arbitral discretion guided by objects of the Act. Alternatively, replace clause-by-clause test with holistic BOOT-equivalent. Commission Productivity Commission review on productivity consequences.
s15A(4) (First Sub.)	REPEAL	Repeal s15A(4). Alternatively, amend to permit sessional engagement for recognised teaching sessions
Rec 3	SUPPORT (with expansion)	Support with expanded mandate: loophole monitoring plus EA reform, simplification, productivity and wage integrity. Task the WRWG as the forum vehicle. Annual reporting to the Minister.
Rec 7	SUPPORT IN PRINCIPLE	Support the objective. AHEIA members will pursue through bargaining. However, without repeal of s15A(4) and s270A the objective cannot be realised.
Rec 22	OPPOSE	Do not adopt. Redundant (good faith bargaining orders and s240 conciliation already exist) and harmful (restricts IBD access, delays wage outcomes). The remedy is amending s270A, not adding gateway requirements.
Rec 23	OPPOSE	Do not adopt. Model clauses are the appropriate floor. Extension of s270A to mandatory terms would entrench disputed legacy provisions and distort bargaining incentives further. For dispute settlement terms it is also constitutionally impermissible: Cleanaway.
Recs 25–30	QUALIFIED SUPPORT	Support Rec 25 (early review). Preserve FWO gatekeeper role. Oppose union direct referral and automatic penalties. Task WRWG under Recs 28–29 to identify and simplify ambiguous EA provisions to improve wage integrity.

AHEIA would welcome the opportunity to assist the Reviewer further and remains available to provide any additional information or clarification that may assist the finalisation of the Report.

AHEIA



29 May 2026

