



Australian Government

Fair Work

OMBUDSMAN

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Relationships Australia (Qld) Limited and **accepted** by the Fair Work Ombudsman pursuant to section 715 of the *Fair Work Act 2009*.

ENFORCEABLE UNDERTAKING

PARTIES

1. This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (**FWO**) pursuant to section 715 of the *Fair Work Act 2009* (Cth) (**FW Act**) by Relationships Australia (Qld) Limited (ABN 38 110 021 755), of 6/107 Miles Platting Road, EIGHT MILE PLAINS, QUEENSLAND (hereafter "**RAQ**").

COMMENCEMENT OF ENFORCEABLE UNDERTAKING

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

BACKGROUND

3. RAQ is a community based not-for-profit organisation that operates within the social and community services industry.
4. RAQ provides addiction & trauma, relationship, and domestic violence support services for individuals, families and communities. RAQ provides services from more than 30 centres across Queensland.
5. RAQ employs approximately 421 employees, engaged in accordance with the *Relationships Australia (Qld) Limited Enterprise Agreement 2023* (**the 2023 Agreement**).
6. On 14 April 2023, RAQ notified the FWO that it had identified that:
 - a. there had been non-compliance with the *Relationships Australia (QLD) Enterprise Agreement 2019* (**the 2019 Agreement**) and the predecessor *Relationships Australia (Qld) Enterprise Agreement 2014* (**the 2014 Agreement**) (collectively referred to as **the Agreements**), dating back to 18 December 2014;
 - b. the non-compliance was a result of wage rates in the Agreements not meeting the minimum rates of pay in the underpinning *Social, Community, Home Care and Disability Services Industry Award 2010* (**the SCHADS Award**) and the *Social, Community and Disability Services Industry Equal Remuneration Order 2012* (**the Equal Remuneration Order**). There were also issues identified relating to the misclassification of employees to the correct levels, payment of leave taken under the Agreements, and shift and penalty loadings.
7. RAQ engaged Ashurst and Deloitte in early 2020 to assist in the review process, and then

Lander & Rogers in late 2020 (replacing Ashurst), to complete the payroll review. Upon completion of the review, RAQ, with the assistance of Deloitte, had calculated that \$5,645,659.79 was owed to 980 employees (**the Affected Employees**), inclusive of interest and superannuation.

8. Prior to the execution of this Undertaking, RAQ notified the FWO that it had rectified the underpayments for 969 of the Affected Employees, totalling \$5,640,720.49 (inclusive of interest and superannuation.)
9. The FWO acknowledges the cooperation and early and open disclosures made by RAQ to the FWO.

ADMISSIONS

10. The FWO has a reasonable belief, and RAQ admits, that RAQ contravened section 50 of the FW Act between 18 December 2014 to 30 April 2023 (**Relevant Period**) by failing to pay each of the Affected Employees the amount or amounts to which that employee was entitled under the Agreements (**the Underpayments**), as identified in Schedule A to this Undertaking, in respect of the following provisions of the Agreements:

Relevant Clauses of the 2014 Agreement

- a. clauses 19 and 26 which relate to payments in lieu of notice upon termination of employment;
- b. clause 28.1 which relates to severance pay to be paid to an employee whose employment is terminated by reason of redundancy;
- c. clause 35 which required RAQ to pay an employee, who was required by RAQ to perform the duties of another employee in a higher pay band under the 2014 Agreement for five consecutive working days or more, for the period for which duties were assumed at a rate not less than the minimum pay point prescribed for the higher pay band;
- d. clause 39 which required RAQ to pay an employee who was required to be on call an allowance of 4% of the ordinary hourly rate for each 24 hour period or part thereof;
- e. clause 40 which relates to the payment of an allowance by RAQ to an employee on account of attending jury service;
- f. clause 47.2 which required RAQ to pay penalties for work outside the spread of ordinary hours;
- g. clause 52 which required RAQ to pay an overtime rate to the employee where the

- employee worked more than 150 ordinary hours in any 4 week period or where the employee worked more than 10 ordinary hours in any one day;
- h. clause 53 which required RAQ to pay an employee for accrued time off in lieu in certain circumstances;
 - i. the adjustment to the hourly ordinary time rate of pay for Affected Employees which meant that entitlements to paid leave under the following provisions of the 2014 Agreement had to be adjusted:
 - i. clause 54.6 which relates to paid personal/carer's leave;
 - ii. clause 56.1 which relates to additional paid special extended personal leave granted by RAQ to an employee (where other types of paid leave had been exhausted);
 - iii. clause 57.3 which relates to paid compassionate leave;
 - iv. clause 58 which relates to payment for annual leave (clause 58.9), payment of annual leave loading of 17.5% (clause 58.3), and payment for untaken annual leave on termination of employment (clause 58.10);
 - v. clause 59 which relates to additional annual leave provided by RAQ;
 - vi. clause 60 under which an employee could elect to increase their annual leave entitlement for a proportionate reduction in salary;
 - vii. clause 61.5 which relates to long service leave;
 - viii. clause 63 which relates to paid primary caregiver leave;
 - ix. clause 64 which relates to paid secondary caregiver leave;
 - x. clause 66 which relates to paid adoption leave;
 - xi. clause 67 which relates to paid NAIDOC and Sorry Day leave;
 - xii. clause 70 which relates to paid natural disaster leave;
 - xiii. clause 71 which relates to paid study leave; and
 - xiv. clause 73 which relates to payment for public holidays.
 - j. schedule 1 of the 2014 Agreement, which required RAQ to pay employees who fall within the classifications set out in schedule 1 at the rates of pay specified in the tables within schedule 1.

Relevant Clauses of the 2019 Agreement

- k. clause 18.4 which relates to payments in lieu of notice upon termination of employment;
- l. clause 27.1 which relates to severance pay to be paid to an employee whose

- employment is terminated by reason of redundancy;
- m. clause 32 which required RAQ to pay an employee, who is required by RAQ to perform the duties of another employee in a higher pay band under the 2019 Agreement for five consecutive working days or more, for the period for which duties were assumed at a rate not less than the minimum pay point prescribed for the higher pay band;
 - n. clause 34 which required RAQ to pay an employee who was required to be on call an allowance of 8% of the employee's ordinary hourly rate;
 - o. clause 35.1 which relates to the payment of an allowance to an employee on account of attending jury service;
 - p. clause 41.2 which required RAQ to pay penalties for working outside the spread of ordinary hours;
 - q. clause 43.2 which relates to the amounts RAQ had to pay an employee when working split shifts;
 - r. clause 46 which required RAQ to pay an overtime rate to the employee where the employee works more than 150 ordinary hours in any 4 week period or where the employee works more than 10 ordinary hours in any one day;
 - s. clause 47 and an undertaking to the 2019 Agreement which required RAQ to pay an employee for accrued time off in lieu of overtime in certain circumstances;
 - t. the adjustment to the hourly ordinary time rate of pay for Affected Employees meant that entitlements to paid leave under the following provisions of the 2019 Agreement had to be adjusted:
 - i. clause 48.5 which relates to paid personal/carer's leave;
 - ii. clause 50.1 which relates to additional paid special extended personal leave granted by RAQ to an employee (where other types of paid leave had been exhausted);
 - iii. clause 51.3 which relates to paid compassionate leave;
 - iv. clause 52 which relates to payment for annual leave (clause 52.9), payment of annual leave loading of 17.5% (clause 52.3), and payment for untaken annual leave on termination of employment (clause 52.10);
 - v. clause 53 which relates to end of year paid leave;
 - vi. clause 54 under which an employee could elect to increase their annual leave entitlement for a proportionate reduction in salary;
 - vii. clause 55 which relates to long service leave;

- viii. clause 57 which relates to paid primary caregiver leave;
 - ix. clause 58 which relates to paid secondary caregiver leave;
 - x. clause 60 which relates to paid adoption leave;
 - xi. clause 61 which relates to paid family and domestic family violence leave;
 - xii. clause 62 which relates to paid NAIDOC and Sorry Day leave;
 - xiii. clause 63 which relates to paid ceremonial leave;
 - xiv. clause 65 which relates to paid natural disaster leave;
 - xv. clause 66 which relates to paid study leave;
 - xvi. clause 68 which relates to payment for public holidays;
 - u. schedule 1, clause 1 of the 2019 Agreement, (as per undertaking AG2019/4676) which required that no employee will be paid a rate that is below the corresponding Award rate, including the Equal Remuneration Order;
 - v. schedule 1 of the 2019 Agreement, which required RAQ to pay employees who fall within the classifications set out in schedule 1 at the rates of pay specified in the tables within schedule 1.
11. The contraventions referred to in clause 10 of this Undertaking do not include:
- a. any contraventions which relate to or arise as a consequence of RAQ failing to correctly apply the Agreements to any employee who is not one of the Affected Employees, or because of any failure by RAQ to correctly apply the Agreements to an Affected Employee other than those set out in clause 10 above; or
 - b. any contraventions which have not yet occurred at the date that this Undertaking is offered by RAQ; or
 - c. any contraventions of a particular clause of one of the Agreements by RAQ which occurred outside of the Relevant Period. 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 RAQ and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.

UNDERTAKINGS

12. RAQ will take the actions set out at clauses 13 to 47 (inclusive) below.

Rectify Underpayments to employees that cannot be located

13. The FWO acknowledges that RAQ has paid the amounts owing to those Affected Employees who RAQ could not locate to the Commonwealth of Australia in accordance with section 559 of the FW Act.

14. In the event that the FWO is able to locate and contact any Affected Employees to whom the wage underpayments are owed under clause 13 of this Undertaking, with the consent of the Affected Employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify RAQ in writing of the name and contact details of the Affected Employee.
15. Within 21 days of receiving any such notice under clause 14 of this Undertaking, RAQ will:
 - a. pay to the Affected Employee the Interest Amount relating to their wage underpayment; and
 - b. pay to the Affected Employee's nominated superannuation fund any outstanding superannuation amount owed.

Letter of Assurance

16. Within 60 days of the commencement of this Undertaking, RAQ will provide to the FWO a Letter of Assurance signed by the Chief Executive Officer in the terms as set out at Attachment A.

Independent Audit

17. RAQ must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct two audits of RAQ's compliance with the FW Act and Fair Work Regulations 2019 (**FW Regulations**) in relation to the 2023 Agreement and any future agreements that may replace the 2023 Agreement (**Audits**).
18. RAQ will notify the FWO of its proposed Independent Auditor by no later than 1 April 2025. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require RAQ to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. The Independent Auditor must be approved by the FWO in writing prior to being engaged by RAQ.
19. RAQ must ensure that each of the Audits conducted by the Independent Auditor include:
 - a. an assessment of 10% of all employees to whom the 2023 Agreement (or any replacement industrial instrument) applies, across a range of classifications, locations and employment types (full time, part time and casual employment), during the relevant audit period (**Sampled Employees**) in respect of their employment by RAQ;

- b. an assessment of whether the Sampled Employees have been correctly classified by RAQ;
- c. an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period is in compliance with the FW Act, the FW Regulations and the 2023 Agreement (or replacement industrial instrument);
- d. the production of a written report on each of the Audits setting out the Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO; and
- e. that each of the written reports referred to in (d) above contains the following declarations from the Independent Auditor:
 - i. the Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;
 - ii. notwithstanding that the Independent Auditor is retained by RAQ the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from RAQ in preparing the report;
 - iii. the report is provided in accordance with applicable professional standards (which will be listed in the report); and
 - iv. the report is provided to the FWO for its benefit and the FWO can rely on the report.

The First Audit

- 20. RAQ must ensure the Independent Auditor commences the first of the Audits by no later than 14 July 2025 (**First Audit**).
- 21. The relevant audit period for the First Audit must be at least 2 full pay periods falling within the period 28 April 2025 – 4 July 2025.
- 22. By 1 May 2025, RAQ will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
- 23. RAQ will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO by 14 November 2025 setting out the draft First Audit findings, and the facts and circumstances supporting the First Audit findings. RAQ will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to RAQ without the FWO's approval.
- 24. RAQ will use its best endeavours to ensure the Independent Auditor finalises the First Audit and provides a written report of the First Audit (**First Audit Report**) directly to the

FWO within 1 month of FWO providing any comments on the draft report to the Independent Auditor. RAQ will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to RAQ without the FWO's approval.

The Second Audit

25. RAQ must ensure the Independent Auditor commences the second of the Audits by no later than 1 August 2026 (**Second Audit**).
26. The relevant audit period for the Second Audit must be at least 2 full pay periods falling within the period 10 June 2026 – 26 July 2026.
27. By 1 July 2026, RAQ will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
28. RAQ will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO by 1 December 2026, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. RAQ will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to RAQ without the FWO's approval.
29. RAQ will use its best endeavours to ensure the Independent Auditor finalises the Second Audit and provides a written report of the Second Audit (**Second Audit Report**) directly to the FWO within 1 month of FWO providing any comments on the draft report to the Independent Auditor. RAQ will ensure the Independent Auditor does not provide the written report, or a copy of the same, to RAQ without the FWO's approval.

Outcome of Audits

30. If any of the Audits identify underpayments to any current or former employees, RAQ 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.
31. RAQ will provide to the FWO Reasonable Evidence of such rectification within 60 days of being informed by the FWO of the requirement to undertake the reconciliation.
32. If any employees identified in the Audits as having underpayments owing to them cannot be located within 60 days of the conclusion of each Audit, RAQ will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. RAQ will complete the required documents supplied by the FWO for this purpose.

33. If any of the Audits identify an underpayment of minimum entitlements to one or more employees, and the FWO reasonably believes that employees not included as a Sampled Employee in the Audits are also likely to have been underpaid, RAQ will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further audit of all its employees to whom the 2023 Agreement (or any replacement industrial instrument) as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by RAQ.
34. If requested by the FWO, RAQ will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 7 days of such a request.

Corporate Governance

35. RAQ will review and, where necessary, amend its internal processes for reporting to RAQ's Board (**Board**) to ensure that the Board is appropriately notified of RAQ's compliance with its FW Act obligations and any potential breaches of its FW Act obligations. In particular, RAQ will:
 - a. ensure the Letter of Assurance is tabled and approved by its Board prior to provision to the FWO;
 - b. ensure that the Audit Reports prepared from the audits described in clauses 20-29 are tabled before its Board including relevant communications with the FWO and details of any action to be taken by RAQ in relation to those reports;
 - c. ensure that the regular reporting to the Board includes details of:
 - i. any identified compliance issues, including a description of the issue, the investigation process, and the outcome; and
 - ii. any new payroll improvements, systems transformations, or payroll or rostering policies/practices that have been implemented, or may be implemented as a result of identified issues or for continuous improvement;
 - d. ensure that all reports presented to the Board for the purposes of clause 35 are tabled and approved by the Board and that where issues are identified, those issues are rectified in a timely manner, with the action taken to address those issues being subsequently reported to the Board; and
 - e. by no later than 12 months after the Commencement Date, ensure the Board provides documentation to the FWO which demonstrates that the Board is

regularly updated, on at least a 3 monthly basis, on RAQ's compliance with its FW Act obligations and this Undertaking.

36. The FWO may, at any time while RAQ has obligations under this Undertaking, request copies of documents held by the RAQ Board in respect of their monitoring of RAQ's workplace relations compliance, including but not limited to relevant reports prepared for the Board and Board minutes.

Formalising Worker Voice through Consultative Committee

37. RAQ will establish the Consultative Committee agreed to under Clause 6 of the 2023 Agreement by April 30, 2025.
38. The Consultative Committee will facilitate consultation on and address any concerns about compliance with workplace relations obligations under the FW Act, FW Regulations and the 2023 Enterprise Agreement.
39. RAQ will communicate to all current staff that workplace relations compliance will be a standing agenda item at meetings of the Consultative Committee and that they are welcome to raise concerns with RAQ or their representatives. RAQ will make records of meetings available to the FWO upon request.

Employee Enquiries

40. During the period May 2023 to March 2024 when the majority of remediations occurred, RAQ had an employee hotline in place operated by an independent organisation. Since March 2024, RAQ has replaced that hotline with a dedicated email address and nominated personnel to deal with any enquiries from all current and former employees to whom the Agreements had applied, to make enquiries in relation to their entitlements, underpayments or related employment concerns.
41. This arrangement will continue for the period to 30 June 2025.
42. RAQ will provide a de-identified list of enquiries received by the dedicated email address to the FWO every 3 months until the cessation of the arrangement, which includes:
 - a. the date the enquiry was received;
 - b. details of the enquiry;
 - c. a summary of the response to the enquirer; and
 - d. the date the response was sent.

Notification to Affected Employees

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

respect of the Undertaking, RAQ will issue a letter (**Notification Letter**) in the form of **Attachment B** to:

- a. impacted current employees; and
- b. the last known address or email address of each of its former employees listed in **Schedule A** to this Undertaking.

44. Within 14 days of the Commencement Date, RAQ will provide the FWO with written assurance in the form of a letter or an email, to confirm that each Affected Employee has been issued with a copy of the Notification Letter.

Systems and processes

45. Within 90 days of the Commencement Date, RAQ will provide evidence to the FWO of the implementation of its new time and attendance system, providing details of how the new system is an improvement to the previous system, and how the new system will aid RAQ to be compliant with its workplace relations obligations.

Reporting Changes in Circumstances

46. RAQ will notify the FWO of any changes of circumstances that impacts on RAQ's ability to comply with the undertakings contained in this Undertaking, as soon as reasonably practicable after it becomes aware of such circumstances. Such circumstances include but are not limited to:

- a. a sale or potential sale (once a binding sale agreement has been entered into) of the business, or part of the business;
- b. ceasing or an expectation of ceasing to trade; or
- c. the business going into administration or liquidation.

No Inconsistent Statements

47. RAQ must not, and must use its best endeavours to ensure that its officers, employees or agents do not, make any statement or otherwise imply, either orally or in writing, anything that is inconsistent with admissions or acknowledgements contained in this Undertaking.

ACKNOWLEDGEMENTS

48. RAQ acknowledges that:

- a. the FWO may:
 - i. make this Undertaking available on the FWO internet site at www.fairwork.gov.au;

- ii. release a copy of this Undertaking 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 its terms; and
 - v. rely upon the admissions made by RAQ set out in clause 10 above in respect of decisions taken regarding enforcement action in the event that RAQ is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by RAQ 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, RAQ may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d. if RAQ 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 RAQ in clause 10 above, and also in respect of the question of costs.

DICTIONARY

Unless the contrary intention appears, words in the singular include the plural, and other than terms defined, have their ordinary natural meaning.

- **Interest Amount** in relation to the wage underpayment is calculated in accordance with the Federal Court Pre Judgment Rate.
- **Reasonable Evidence** means such evidence as the FWO may reasonably require, and which could reasonably be expected to satisfy a court of:
 - a) the truth of any fact asserted by RAQ or by any of its servants or agents; and/or
 - b) the accuracy and correctness of any information provided by RAQ, or by any of its servants or agents; and/or
 - c) compliance by RAQ with any term of this Undertaking.
- **Total Underpayment** means the wage underpayment and the applicable superannuation amount owed.
- **Workplace law** as defined in section 12 of the FW Act.

Executed as an undertaking

Executed for and on behalf of Relationships Australia (Qld) Limited ABN 38 110 021 755 by its duly authorised representative and its Chief Executive Officer, Natasha Rae:



Natasha Rae - Chief Executive Officer

12 February, 2025

(Date)

in the presence of:



(Signature of Witness)

Andrea James - Head of Governance

(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

13 FEBRUARY 2025

(Date)

Delegate for the FAIR WORK OMBUDSMAN

in the presence of:



(Signature of witness)

ANTHONY FOGARTY

(Name of Witness)

SCHEDULE A

See attached

Attachment A – Letter of Assurance

Ms. Anna Booth
The Fair Work Ombudsman
Fair Work Ombudsman
GPO Box 9887
Sydney NSW 2001

Dear Ms. Booth

I am writing on behalf of Relationships Australia (Qld) Limited (**RAQ**) in my capacity as the Chief Executive Officer. This letter follows a process where RAQ self-reported that it had identified that it had breached clauses of the *Relationships Australia (QLD) Enterprise Agreement 2019 (the 2019 Agreement)* and its predecessor the *Relationships Australia (Qld) Enterprise Agreement 2014 (the 2014 Agreement)* (collectively referred to as **the Agreements**), dating back to 18 December 2014.

The non-compliance resulted from failing to:

- correctly classify employees under the Agreements;
- pay at least the minimum rates of pay under the Agreements;
- correctly make payment for periods of leave taken; and
- correctly pay shift and penalty loadings under the Agreements.

Following a review in 2020, in which Lander & Rogers (and Ashurst prior to mid November 2020) and Deloitte assisted, it was calculated that \$5,645,659.79 was owed to 980 employees by RAQ, inclusive of interest and superannuation.

I write to provide the Fair Work Ombudsman with my assurance that I am satisfied that:

- The process by which RAQ, as assisted by Deloitte and Lander & Rogers, calculated the underpayments to their current and former employees was correctly undertaken;
- That RAQ is compliant with the FW Act as it relates to the Agreements; and
- As of 21 March 2024 all former and current employees impacted by the underpayments, apart from those who have not been able to be located by RAQ, have been paid their entitlements (plus interest and superannuation) under the Agreements.

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

Sincerely,

Attachment B – Notification of Dedicated Email Address to Affected Employees

Dear {Name of employee}

Relationships Australia (Qld) Limited (**RAQ**) recently undertook a review of its payroll processes and became aware of an error relating to the underpayment of some employee entitlements under the *Relationships Australia (QLD) Enterprise Agreement 2019 (the 2019 Agreement)* and its predecessor the *Relationships Australia (Qld) Enterprise Agreement 2014 (the 2014 Agreement)*. The underpayments related to:

- how employees were classified under each Agreement and the relevant Award;
- ensuring employees were paid the correct rate of pay under each of the Agreements; and
- any corrections to an employee's rate of pay also impacted payments for paid leave and for shift and penalty loadings.

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

RAQ also self-reported this matter to the Fair Work Ombudsman (**FWO**) in April 2023. It has now entered into a formal enforceable undertaking with the FWO detailing the underpayment and the steps RAQ will take to avoid future errors.

Should you have any questions or concerns relating to this or any other employment issues then please direct them to [*insert email address*].

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

The Board and I are deeply sorry that this payment error has occurred, and assure you that we have implemented a range of measures to ensure that this does not occur again.

Sincerely,