

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Australian Country Choice Holdings Pty Ltd (ABN 87 009 729 999) (**ACCH**) on its own behalf and on behalf of Cannon Hill Services Pty Ltd (ABN 13 095 396 866), Aero Corporate Charters Pty Ltd (formerly Cannon Hill Retail Services Pty Limited) (ABN 36 118 541 370), and Australian Country Choice Production Pty Ltd (ABN 32 079 436 258) and is **accepted** by the Fair Work Ombudsman pursuant to s715(2) of the *Fair Work Act 2009* in relation to the contraventions described in clause 13 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 ACCH, 117 Colmslie Road, Murarrie QUEENSLAND, on its own behalf and on behalf of Cannon Hill Services Pty Ltd (ABN 13 095 396 866), Aero Corporate Charters Pty Ltd (formerly Cannon Hill Retail Services Pty Limited) (ABN 36 118 541 370) and Australian Country Choice Production Pty Ltd (ABN 32 079 436 258) (together, but not including ACCH for the avoidance of doubt, the **employing entities**).

COMMENCEMENT

2. This Undertaking comes into effect when:
 - (a) the Undertaking is executed by ACCH on behalf of itself and the employing entities; and
 - (b) the FWO accepts the Undertaking so executed (**Commencement Date**).

BACKGROUND

3. The Australian Country Choice Group (**the ACC Group**) is a group of privately owned Australian companies that breeds, raises, slaughters and processes cattle for domestic and overseas markets. The ACC Group, through their various companies, including the employing entities referred to in Clause 1, own and operate an abattoir and a meat processing facility in Cannon Hill (Brisbane), in addition to numerous pastoral, grazing and farming properties in Queensland.
4. The employing entities are each members of the ACC Group, and are presently, and continue to be, subject to the direction and control of the ACCH. For the purposes of section 715 (4) of the FW Act this Undertaking is taken to have been given by ACCH and also to have been given separately by each of the employing entities.
5. The employment of employees of the employing entities is variously regulated by a range of industrial instruments, including:

- (a) *Clerks—Private Sector Award 2010 & 2020*
- (b) *Meat Industry Award 2010 & 2020*
- (c) *Manufacturing and Associated Industries Award 2010 & 2020*
- (d) *Miscellaneous Award 2010 & 2020*
- (e) *Australian Country Choice (Slaughtering and Boning Operations) Enterprise Agreement 2015* and its 2011 predecessor agreement
- (f) *Australian Country Choice Manufacturing Enterprise Agreement 2018* and its 2010, 2012 and 2015 predecessor agreements
- (g) *Australian Country Choice Maintenance Enterprise Agreement 2017* and its 2012 and 2015 predecessor agreements

(collectively the **relevant industrial instruments**).

6. In addition to the instruments above, it is common practice for the employing entities to engage employees under common law contracts which alter the terms of the relevant industrial instruments in respect of the affected employees.
7. In 2019, ACCH identified that certain employees of the employing entities had been underpaid shift allowances, overtime, meal allowances, public holiday penalty rates and annual leave loading. ACCH subsequently retained external industrial consultants to review the nature and extent of such underpayments.
8. On 22 June 2020, the external industrial relations consultancy firm McMahon and Associates (**MMA**) notified the FWO, with the authority of ACCH that:
 - (a) in September 2019, **ACCH** had identified underpayments to employees of the employing entities in relation to:
 - (i) shift allowances under the *Meat Industry Award 2010*;
 - (ii) award-covered employees who were parties to common law contracts, which contracts provided wage rates above the MIA, but reduced other conditions, including overtime penalty rates and annual leave loading;
 - (iii) overtime entitlements under various enterprise agreements.

9. On 17 August 2020, MMA advised the FWO that through its ongoing reviews it had identified wage underpayments of \$650,313.85 for 53 current and former employees of the employing entities. MMA had calculated at that time that a total of \$740,231 was owed to current and former employees of the employing entities to account for wage underpayments, superannuation and interest on the underpayments.
10. ACCH has advised the FWO that it has commissioned MMA to undertake substantial further reviews and has promptly taken remedial action to rectify all underpayments which are found to exist. In relation to the employing entities, the FWO has been informed that, as of 12 July 2022 ACCH has made rectification payments in the sum of \$3,279,254.23 to affected employees, which includes \$655,709.73 in interest and \$53,125.18 in superannuation.
11. Prior to the execution of this Undertaking, ACCH has notified the FWO that it had:
 - (a) made rectification payments to the employees named in Column B and C of Schedule A to this Undertaking (**Schedule A Employees**) in respect of the contraventions set out in Schedule C to the Undertaking, in the amounts referred to in Column F of Schedule A;
 - (b) made any additional superannuation contributions arising from the rectification payments to each of the Schedule A Employees, as required by law, to the chosen superannuation fund of the employee;
 - (c) paid interest to each of the Schedule A Employees on the amount referred to in Column F of Schedule A, in the sum referred to in Column H of Schedule A, calculated using an interest rate that is 4% above the average cash rate published by the Reserve Bank of Australia (**RBA**) for each relevant half financial year; and
 - (d) identified the further employees listed in Schedule B to this Undertaking (**Schedule B Employees**) who may have been subject to the contraventions set out in Schedule C to this Undertaking, but in respect of whom ACCH has not yet quantified the amount of any underpayments, associated superannuation contributions or interest which may be payable to those

employees.

12. On 1 April 2022, ACCH informed the FWO that the review and rectification process being conducted by MMA is ongoing, and provided further information as to quantum of the total remediation payments made.

ADMISSIONS

13. The FWO has a reasonable belief, and ACCH admits, that ACCH contravened:
 - (a) section 45 and 50 of the FW Act between 01 January 2010 and 30 November 2021 (**Relevant Period**) by its involvement in failure on the part of each of the employing entities to pay each of the Schedule A Employees and certain of the Schedule B Employees (together, the **Schedule Employees**) whom they employed, an amount or amounts to which each such employee was entitled under the provisions of relevant industrial instruments as identified in Schedule C to this Undertaking.
 - (b) section 535 of the FW Act by its involvement in the failure by the employing entities to make and keep employee records as required by the *Fair Work Regulations 2009* (**FW Regulations**) identified in Schedule C to this Undertaking in respect of the Schedule Employees whom they employed, for the Relevant Period.
 - (c) section 536 of the FW Act by its involvement in the failure by the employing entities to issue payslips complying with the requirements of regulation 3.46 of the FW Regulations as identified in Schedule C to this Undertaking in respect of the Schedule Employees whom they employed, for the Relevant Period.
14. The FWO reasonably believes, and the employing entities admit, that each of the respective employing entities have committed the contraventions identified in clause 13 of this Undertaking as being the respective failures on the part of the employing entities.
15. The contraventions identified in clause 13 of this Undertaking do not include:
 - (a) any contraventions which relate to or arise as a consequence of ACCH, ACC

Group or the employing entities failing to correctly apply the relevant industrial instruments to any employee not listed in Schedule A (as having received rectification payments) and Schedule B (as remaining under review) 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 ACCH, ACC Group or the employing entities failing to correctly apply the relevant industrial instruments and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any contravention because of any such underpayment; or

- (b) any contraventions which have not occurred at the date that this Undertaking is offered by ACCH (whether or not those contraventions are identified in the Independent Assessment described at clause 22 below or the Independent Audits described at clause 34 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 ACCH and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.

UNDERTAKINGS

- 16. ACCH will take the actions set out at clauses 18 to 73 below. In taking the actions set out at clauses 18 to 73 below, ACCH will take all necessary steps to exercise its power of direction and control over the employing entities to ensure that the actions and outcomes set out in those clauses are carried into effect by the employing entities.
- 17. The employing entities will themselves comply with all relevant directions and controls exercised by ACCH, so as to ensure that the actions and outcomes set out in clauses 18 -73 are carried into effect.

Review and rectification of underpayments

- 18. By 13 January 2023 ACCH will:
 - (a) cause the quantum of any underpayments which are payable to the

Schedule Employees under the relevant industrial instruments during the Relevant Period (**Underpayments**), together with any applicable superannuation contributions identified as being payable in respect of those amounts, to be calculated;

- (b) pay the Schedule Employees to whom any of the Underpayments relate:
 - (i) the underpayment amount calculated as being owed to them, as denoted in the finalised Schedule A or finalised Schedule B;
 - (ii) interest on any amount referred to in (i), calculated using an interest rate that is 4% above the average cash rates published by the RBA for each relevant half financial year;
- (c) pay to the chosen superannuation fund of the Schedule employee any superannuation contributions which are required by law, in respect of the payment of the underpaid amount; and
- (d) in circumstances where any employee of the employing entities who had received rectification payments prior to this Undertaking, and that payment is less than the amount which that employee would have received under the terms set out at clause 18(b) and (c) of this Undertaking, ACCH will pay or cause the relevant employing entity/entities to pay that employee an additional sum to ensure they are remediated pursuant to the terms of this Undertaking.

19. By 27 January 2023, ACCH will provide the FWO with evidence of all payments made to all Schedule Employees of the employing entities to rectify all the Underpayments.

20. If any of the former employees of the employing entities to whom the Underpayments are owed cannot be located by 17 April 2023 ACCH will pay or cause to the relevant employing entity/entities to pay the underpayment amounts owing to those employees to the Commonwealth of Australia in accordance with section 559 of the FW Act. ACCH will complete the required documents supplied by the FWO for this purpose.

21. In the event that the FWO is able to locate and contact any former employees of employing entities to whom the Underpayments are owed, and in respect of whom a payment has been made under clause 20, the FWO will (in addition to its obligations under s559 of the FW Act) notify ACCH in writing of the name and contact details of the current or former employee. Within 14 days of receiving any such notice ACCH will:
- (a) pay or cause the relevant employing entity/entities to pay to the former employee interest on the amount already paid by ACCH or the relevant employing entity/entities to the Commonwealth of Australia in respect of that employee under clause 20, calculated for each half financial year from the date that the employee first became entitled to that amount until the date on which that amount is paid, using an interest rate that is 4% above the average cash rates published by the RBA for each relevant half financial year; and
 - (b) pay or cause the relevant employing entity/entities to pay to the former employee's nominated superannuation fund a contribution amount equal to the amount that would have been required by law, had ACCH paid the amount under clause 20 directly to the former employee.

Independent Assessment

22. By 9 January 2023 ACCH must, at its cost, engage an appropriately qualified, experienced, external and independent expert, approved in writing by the FWO under clause 23, (**Independent Expert**), to conduct an independent assessment of the processes and outcomes of the review and rectification process described at clause 18 above (**Independent Assessment**).
23. ACCH must notify the FWO of its proposed Independent Expert and ensure that they are:
- (a) an accounting professional (Certified Practising Accountant, Chartered Accountant); or
 - (b) an auditor (Registered Company Auditor within an Authorised Audit Company); or

- (c) a lawyer (admitted, practising lawyer and employment law specialist),
by no later than 21 October 2022. An Independent Expert must not be engaged for the purposes of this Undertaking without the prior written approval of the FWO, which approval may be granted, withheld or withdrawn at the sole discretion of the FWO.
24. ACCH must ensure the Independent Assessment commences by no later than 23 January 2023 and that the Independent Expert assesses whether:
- (a) the relevant industrial instruments apply, or previously applied, to each of the Schedule Employees;
 - (b) the Schedule Employees were correctly classified by their respective employers under the relevant industrial instruments;
 - (c) the Underpayments were correctly calculated by ACCH, including identifying any Schedule Employees to whom ACCH incorrectly determined the relevant industrial instruments did not apply, as well as calculating any incorrect calculations, any issues with the methodology used and verifying that the calculations do not include any unlawful set-offs, deductions or reconciling of overpayments;
 - (d) ACCH has now paid or caused to be paid to each of the Schedule Employees to whom the relevant industrial instruments apply, or applied, any amounts identified as payable to them, and any superannuation contributions required to be paid to their benefit; and
 - (e) the payroll of all relevant employing entities, and their respective record keeping systems and processes are compliant with the FW Act in respect of employees of employing entities to whom the relevant industrial instruments apply and if not, sets out any non-compliance found.
25. ACCH must ensure that the Independent Expert provides a report (**Expert Report**) of its Independent Assessment directly to the FWO, and for the benefit of the FWO, setting out its findings, and the facts and circumstances supporting its findings by 13 June 2023 ACCH must ensure the Independent Expert does not

provide the Expert Report, or a copy of the same, to ACCH without the approval of the FWO.

26. If the Independent Assessment Report provided to the FWO under clause 25 above does not include the information required by the FWO in clause 24 above, ACCH will, upon written request by the FWO, provide, or cause the Independent Expert to provide any specific additional information set out at clauses 24(a) to 24(e) as requested. ACCH will provide this information to the FWO within a period of 14 days from the written request.
27. ACCH must ensure that the Expert Report contains the following declarations from the Independent Expert, namely:
 - (a) the Independent Expert has no actual, potential or perceived conflict of interest in providing the Expert Report to the FWO;
 - (b) notwithstanding that the Independent Expert is retained by ACCH, the Independent Expert has acted independently, impartially, objectively and without influence from ACCH in preparing the Expert Report;
 - (c) the Expert Report is provided in accordance with applicable professional standards (which will be listed in the Expert Report); and
 - (d) the Expert Report is provided to the FWO for its benefit, for the purposes of the FWO being able to rely on the Expert Report.
28. If the Independent Assessment identifies that any Schedule Employees are owed amounts additional to those calculated and paid by ACCH or an employing entity, ACCH will cause those additional amounts to be paid to, or to the benefit of, the current and former employees of employing entities, and provide evidence of such payment to the FWO, by 14 August 2023.
29. If any of the Schedule Employees identified in the Expert Report as being owed amounts additional to the Underpayments calculated by ACCH cannot be located and paid by 12 September 2023, ACCH will pay or cause the relevant employing entity/entities to pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. ACCH will complete the

required documents supplied by the FWO for this purpose.

30. The FWO acknowledges that ACCH does not contravene this Undertaking in the event that the Independent Expert makes a finding in relation to coverage, classification and/or additional amounts to be rectified under the relevant industrial instruments that is contrary to the determination made by ACCH in the review and rectification process described at clause 18 above provided ACCH pays any additional amounts owing to current and former employees of employing entities in accordance with clause 28 above on or before 14 August 2023 or to the Commonwealth of Australia in accordance with clause 29 above on or before 12 September 2023. For the avoidance of doubt ACCH acknowledges that this Undertaking does not relate to any contraventions that may be identified by the Independent Expert which are not identified through the above review and rectification process.

No limitation on use of information

31. When providing the Expert Report under clauses 25-27, ACCH will state in writing that it does so without qualification and without seeking to place any limitation on how the FWO may use the information in the lawful performance of its statutory functions and powers. ACCH will not assert, or seek to assert, any limitation on how the FWO may use or rely on the information in the lawful performance of its statutory functions and powers.

Provision of Report about new systems and processes

32. By 6 March 2023, ACCH will provide to the FWO detailed information, about the new systems and processes that it has put in place to ensure compliance with its obligations under the FW Act and the relevant industrial instruments.
33. The FWO may, within 14 days of receiving the information under clause 32, seek reasonable further information regarding the new systems and processes from ACCH by issuing a written notice to ACCH specifying the additional information required. ACCH must provide the information specified in such a notice within 14 days of receipt of the FWO's written notice.

Independent Audits

34. ACCH 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 compliance by ACCH and the employing entities with the FW Act and FW Regulations, in relation to the relevant industrial instruments in force from time to time (**Audits**).
35. ACCH will notify the FWO of its proposed Independent Auditor by no later than 7 March 2023. The Independent Auditor must not be engaged by ACCH without the prior written approval of the FWO, which approval can be granted, withheld or withdrawn at the sole discretion of the FWO.
36. ACCH must ensure that each of the Audits conducted by the Independent Auditor includes:
 - (a) an assessment of at least 20% of all employees of employing entities to whom the relevant industrial instruments apply, across a representative 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 an employing entity;
 - (b) an assessment of whether the Sampled Employees have been correctly classified by ACCH or the relevant employing entity;
 - (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 and the relevant industrial instruments (or replacement instruments); and
 - (d) direct contact with Sample Employees by way of site visits to at least five different sites, to ensure accuracy of records which are kept;
 - (e) the production of a written report to the FWO on each of the Audits setting out the Independent Auditor's findings, and the supporting facts and circumstances; and
 - (f) the endorsement by each of the written reports with 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 ACCH, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from ACCH and the employing entities 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 for the purpose of being relied upon by the FWO.

The First Audit

- 37. ACCH must ensure the Independent Auditor commences the first of the Audits by no later than 7 July 2023 (**First Audit**).
- 38. The relevant audit period for the First Audit must be at least two full pay periods falling within the period 1 May 2023 – 30 June 2023.
- 39. By 7 June 2023, ACCH will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
- 40. ACCH will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO by 24 August 2023, setting out the draft First Audit findings, and the facts and circumstances supporting the First Audit findings. ACCH will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to ACCH or an employing entity without the prior approval of the FWO.
- 41. ACCH 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 one month of FWO providing any comments on the draft report to the Independent Auditor. ACCH will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to ACCH or

an employing entity without the prior written approval of the FWO.

The Second Audit

42. ACCH must ensure the Independent Auditor commences the second of the Audits by no later than 7 July 2024 (**Second Audit**).
43. The relevant audit period for the Second Audit must be at least two full pay periods falling within the period 1 May 2024 – 30 June 2024.
44. By 7 June 2024, ACCH will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
45. ACCH will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO by 24 August 2024, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. ACCH will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to ACCH or an employing entity without the prior written approval of the FWO.
46. ACCH 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 one month of FWO providing any comments on the draft report to the Independent Auditor. ACCH will ensure the Independent Auditor does not provide the written report, or a copy of the same, to ACCH or an employing entity without the prior written approval of the FWO.

Outcome of Audits

47. If any of the Audits identify underpayments to any current or former employees of employing entities, ACCH will:
 - (a) rectify or cause the relevant employing entity/entities to rectify any underpayments identified in the relevant audit period; and
 - (b) conduct or cause the relevant employing entity/entities to 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.

48. ACCH 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.
49. If any employees of employing entities identified in the Audits as having underpayments owing to them cannot be located within 60 days of the conclusion of each Audit, ACCH will pay or cause the relevant employing entity/entities to pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. ACCH will complete the required documents supplied by the FWO for this purpose.
50. If any of the Audits identify an underpayment of minimum entitlements to one or more employees, or underpayment of superannuation contributions, and the FWO reasonably believes that employees of employing entities not included in the Audits are also likely to have been underpaid, ACCH 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 relevant industrial instruments (or replacement instrument) applies (or a particular cohort of employees within this group), as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by ACCH.
51. If requested by the FWO, ACCH 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.

Employee Hotline

52. Within 7 days after the FWO publishing a media release on its website in respect of the Undertaking, at its own expense, ACCH will engage an independent organisation to operate a dedicated telephone number and email address to facilitate all current and former employees of employing entities to whom the relevant industrial instruments apply, or had applied, making enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**). Employees will have the option of making such enquiries on a confidential basis.
53. The independent organisation must be approved by the FWO prior to being

engaged by ACCH to operate the Employee Hotline.

54. ACCH will:

- (a) ensure the Employee Hotline remains operational for a period of 12 months;
- (b) ensure that the telephone number and email address are included on a communication to employees of employing entities to whom the relevant industrial instruments apply, the public notice (see clauses 58 - 60), the workplace notice (see clauses 61 - 64) and the social media notice (see clauses 68 - 70);
- (c) communicate the existence and purpose of the Employee Hotline by way of letter to the last known address of all current and former employees of employing entities to whom the relevant industrial instruments apply, or had applied, known as at the Commencement Date, or identified during the Independent Assessment, and dating back to 19 March 2010. ACCH will:
 - (i) ensure the letter is in the form of Attachment A to this Undertaking; and
 - (ii) provide evidence to the FWO that the letter has been mailed to all required current and former employees by 13 September 2022.
- (d) 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
- (e) 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.

Notices – Internal and External

Apology to Employees

55. ACCH will send a letter of apology (**Apology Letter**) to all affected employees of employing entities found by the Independent Assessment to have been underpaid by ACCH, by 21 August 2023. The Apology Letter will be in the form of Attachment

B to this Undertaking.

56. ACCH will provide evidence to the FWO that the Apology Letter has been sent to all affected employees by 28 August 2023.

Media Release

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

Public Notice

58. Within 28 days after, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, ACCH will place a notice in the Brisbane Courier Mail and the Australian Financial Review (**Public Notices**).

59. The Public Notices must:

- (a) bear the name and logo of ACCH;
- (b) appear within the first 5 pages of Brisbane Courier Mail and the Australian Financial Review;
- (c) be at least 10 cm x 8 cm; and
- (d) contain wording in the form of Attachment C.

60. ACCH will inform the FWO when the Public Notices will be published and provide a copy to the FWO within seven days of its publication.

Workplace Notice

61. Within 28 days after, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, ACCH will cause to be displayed within each Australian worksites owned or operated by ACCH and/or an employing entity, where the current Schedule Employees work, a notice in the form of Attachment C to this Undertaking (**Workplace Notice**).

62. ACCH must ensure the Workplace Notice is:

- (a) at least A3 size;
- (b) clearly displayed in a location to which all employees have access (for

example, by placement on a staff noticeboard); and

(c) displayed for a period of 28 continuous days.

63. Within 7 days of first displaying the Workplace Notice, ACCH will provide photographic evidence to the FWO of the display and location of the Workplace Notice in each of its worksites.

64. At the end of the 28 day period referred to in paragraph 62 above, ACCH will provide confirmation to the FWO that the Workplace Notice has been continuously displayed at each location for the required period.

Website Notice

65. Within 28 days after, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, ACCH will place a notice on its website, accessible through a hyperlink on the front page of <https://www.accbef.net.au/> (**Website Notice**).

66. The Website Notice must:

- (a) be in the form of the Website Notice set out at Attachment C;
- (b) be displayed in at least size 10 font; and
- (c) remain on the website for a period of 1 month.

67. Within 7 days of placing the Website Notice on its website, ACCH will provide to the FWO evidence of its placement.

Social Media Notice

68. Within 28 days after, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, ACCH will place a post on its Facebook page (**Social Media Notice**).

69. The Social Media Notice must:

- (a) be posted to ACCH's timeline, pinned to the top of the Facebook page in public view;
- (b) remain on the Facebook page for a continuous period of at least one month;

and

(c) be in the form of the Social Media Notice set out at Attachment C.

70. Within 7 days of posting the Social Media Notice to its Facebook page, ACCH will provide to the FWO evidence of the post.

Contribution Payment

71. by 30 September 2022, ACCH will make a contribution payment of \$200,000 to the Consolidated Revenue Fund for the Underpayments to the Schedule Employees as per clause 18;

72. by 14 October 2022, ACCH will provide evidence to the FWO of the contribution payment within 14 days of making payment to the Consolidated Revenue Fund.

No Inconsistent Statements

73. ACCH and the employing entities 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.

ACKNOWLEDGEMENTS

74. ACCH acknowledges that:

(a) the FWO may;

(i) make this Undertaking (and any of the Attachments hereto) available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au;

(ii) release a copy of this Undertaking (and any of the Attachments hereto) pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);

(iii) issue a media release in relation to this Undertaking;

(iv) from time to time, publicly refer to the Undertaking (and any of the Attachments hereto) and its terms; and

- (v) rely upon the admissions made by ACCH and the employing entities set out in clauses 13 and 14 above in respect of decisions taken regarding enforcement action in the event that ACCH or any of the employing entities are found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by ACCH or an employing entity 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, ACCH or an employing entity may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (d) if ACCH or an employing entity 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 ACCH or an employing entity in clauses 13 and 14 above, and also in respect of the question of costs.

Executed as an undertaking

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




(Signature of ACCH sole director/company secretary)

Trevor Lee

(Name of ACCH sole director/company secretary)

in the presence of



(Signature of witness)

5 AUGUST 2022

(Date)

Peter Snell

(Name of Witness)


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



Mark Scully, Deputy Fair Work
Ombudsman - Compliance & Enforcement

Delegate for the FAIR WORK
OMBUDSMAN

in the presence of:



(Signature of witness)

10 August 2022

(Date)

Antonia Paulas

(Name of Witness)

ADDENDUM TO THE ENFORCEABLE UNDERTAKING

This authority is intended (once executed) to be an addendum to the enforceable undertaking (**Undertaking**) to be offered to the Fair Work Ombudsman (**FWO**) pursuant to section 715 of the *Fair Work Act 2009* (Cth) (**FW Act**) by Australian Country Choice Holdings Pty Ltd (ABN 87 009 729 999) (**ACCH**), 117 Colmslie Road, Murarrie QUEENSLAND.

ADDENDUM TO THE ENFORCEABLE UNDERTAKING

PARTIES


1. The FWO has a reasonable belief, and the Cannon Hill Services Pty Ltd, Aero Corporate Charters Pty Ltd (formerly Cannon Hill Retail Services Pty Limited), and Australian Country Choice Production Pty Ltd (the **Employing entities**) admit that they contravened:
 - (a) sections 45 and 50 of the FW Act between 01 January 2010 and 30 November 2021 by their involvement in failure to pay some of their employees an amount, or amounts, to which those employees were entitled under the provisions of industrial instruments under which those employees were employed.
 - (b) section 535 of the FW Act by their involvement in the failure to make and keep employee records as required by the *Fair Work Regulations 2009* (the **FW Regulations**) in respect of the employees referred to at clause 1(a) of this addendum.
 - (c) section 536 of the FW Act by their involvement in the failure to issue payslips complying with the requirements of regulation 3.46 of the FW Regulations in respect of the employees referred to at clause 1(a) of this addendum.
2. The FWO reasonably believes, and the Employing entities admit, that they have committed the contraventions identified at clause 1 of this addendum as being a respective failure of the Employing entities.
3. ACCH is hereby authorised to enter into an enforceable undertaking pursuant to s 715 of the FW Act on behalf of the Employing entities in respect of the contraventions identified at clauses 1 and 2.
4. The employees and industrial instruments referred to in paragraph 1(a) above will be specified in the enforceable undertaking referred to at clause 3 of this addendum.
5. The contraventions identified at clauses 1 and 2 of this addendum do not include

any contraventions that are excluded under the terms of the enforceable undertaking referred to at clause 3 of this addendum.

6. The Employing entities will comply with all legal directions given by ACCH for the purpose of effecting the review and rectification of underpayments, as provided for in the enforceable undertaking referred to at clause 3 of this addendum.

Executed as an addendum to the enforceable undertaking

EXECUTED by Cannon Hill Services Pty Ltd in accordance with section 127(1) of the Corporations Act 2001:




(Signature of ACCH sole director/company secretary)
Trevor Lee

5 AUGUST 2022

(Date)

(Name of ACCH sole director/company secretary)

in the presence of




(Signature of witness)

Peter Snell

(Name of Witness)

EXECUTED by Aero Corporate Charters Pty Ltd in accordance with section 127(1) of the Corporations Act 2001:




(Signature of ACCH sole director/company secretary)
Trevor Lee

5 AUGUST 2022

(Date)

(Name of ACCH sole director/company secretary)

in the presence of



(Signature of witness)

Peter Snell

(Name of Witness)

EXECUTED by Australian Country Choice Production Pty Ltd in accordance with section 127(1) of the *Corporations Act 2001*:




(Signature of ACCH sole director/company secretary)

Trevor Lee

(Name of ACCH sole director/company secretary)

in the presence of



(Signature of witness)

5 AUGUST 2022

(Date)

Peter Snell

(Name of Witness)

SCHEDULE A

Refer attached Schedule A

SCHEDULE B

Refer attached Schedule B

SCHEDULE C

Instrument	Clause	Provision
<i>Clerks—Private Sector Award 2010</i>	27.1 (ii)	Overtime
	29.3	Annual Leave Loading
	19.3	Meal Allowance
	17	Annualised Wage Arrangements
	26	Breaks
<i>Clerks—Private Sector Award 2020</i>	21.1(c)	Overtime
	32.3	Annual Leave Loading
	19.5	Meal Allowance
	18	Annualised Wage Arrangements
	27	Breaks
<i>Meat Industry Award 2010</i>	36. 1	Entitlement to overtime and payment
	40.2	Payment for work on Public Holidays
	36 (1) (b)	Overtime on Sunday
	37.3	Payment for Annual Leave
	37.5	Annual Leave Loading
	33.9	Shift Allowances (a) and (c)
	31.2 (d)	Work outside spread of hours to be paid at overtime
	26.2	Meal Allowance
<i>Meat Industry Award 2020</i>	22.1	Entitlement to overtime and payment
	31.3 s	Payment for work on Public Holidays
	22.1 (b)	Overtime on Sunday at double time /minimum four hours
	25.3	Payment for Annual Leave
	25.5	Annual Leave Loading
	23.3	Shift Allowances (a) and (c)
	14.1(f)	Work outside spread of hours to be paid at overtime

	20.3 (b)	Meal Allowance
Australian Country Choice (Slaughtering and Boning Operations) Enterprise Agreement (2011 & 2015)	20	Wages – in respect of the Minimum Rate set out in Schedule A (2015 Agreement only)
	23	Payment by Results
	26.1	Leading Hand Allowance
	26.3	Meal Allowance
	30	Overtime
	30.1	Saturday Overtime
	30.2	Sunday Overtime
	31.1	Shift Allowance
	32.4	Payment for Period of Annual Leave
Australian Country Choice Manufacturing Enterprise Agreement (2010, 2012, 2015 & 2018)	25	Hours of Work
	23.3	Meals Allowance
	27	Overtime
	29.4	Leave Loading
	32.2	Payment for public holidays
	Undertaking (2)	Requirement to reconcile wages in accordance with clause 25.2 and 28.1 (2018 Agreement only)
Fair Work Regulations 2009	Regulation	Requirement
	3.33	Records - pay
	3.34	Records - overtime
	3.46	Payslips - content

Attachment A – Letter to employees

Dear <insert name >

As you may be aware, ACCH has admitted to the Fair Work Ombudsman (FWO) that it contravened the *Fair Work Act 2009* (Cth) by its involvement in the underpayment of the employees of Cannon Hill Services Pty Ltd, Aero Corporate Charters Pty Limited (formerly Cannon Hill Retail Services Pty Ltd) and Australian Country Choice Production Pty Ltd. These employer members of the ACC Group of companies have underpaid employees covered by the following:

- the *Clerks—Private Sector Award 2010 & 2020*
- the *Meat Industry Award 2010 & 2020*
- the *Manufacturing and Associated Industries Award 2010 & 2020*
- *Australian Country Choice (Slaughtering and Boning Operations) Enterprise Agreement 2015* and its 2011 predecessor agreement
- *Australian Country Choice Manufacturing Enterprise Agreement 2018* and its 2010, 2012 and 2015 predecessor agreements

(collectively the **relevant industrial instruments**)

ACCH and its employer members thereby failed to comply with their obligations under those relevant industrial instruments, and the *Fair Work Act 2009*.

ACCH and its employer members understand that you may have questions and concerns relating to this and whether and to what extent you may have been affected by this non-compliance. To address these concerns, and any other employment issues that you may have, a hotline has been established for all employees to access. The hotline is being operated by <insert entity name>, an independent party that can assist you with your enquiries. <Insert name > can be contacted on <insert contact number> or at <insert email address> and, if required, on a confidential basis.

Should you wish to discuss your concerns directly with ACCH you can contact our enquiry line on <insert telephone number/ email address>. 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. You can contact ACCH's enquiry line via <insert email address or telephone call>.

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

ACCH and its employer members wish to express their sincere regret and apologies to you for failing to comply with their lawful obligations.

Yours sincerely

<Employer name>

Attachment B – Letter of Apology

FORM OF APOLOGY LETTER TO AFFECTED EMPLOYEES

<Date>

<Employee Name>

<Employee Address>

Dear <Employee Name>

I am writing to apologise on behalf of ACCH for the recently discovered non-compliance with Commonwealth workplace relations laws.

ACCH has formally admitted to the Fair Work Ombudsman (**FWO**) that it contravened the *Fair Work Act 2009* (Cth) by its involvement in the underpayment of the employees of Cannon Hill Services Pty Ltd, Aero Corporate Charters Pty Limited (formerly Cannon Hill Retail Services Pty Ltd) and Australian Country Choice Production Pty Ltd. These employer members of the ACC Group of companies have also admitted to the FWO that they have underpaid certain of their employees covered by the following industrial instruments:

- the *Clerks—Private Sector Award 2010 & 2020*
- the *Meat Industry Award 2010 & 2020*
- the *Manufacturing and Associated Industries Award 2010 & 2020*
- *Australian Country Choice (Slaughtering and Boning Operations) Enterprise Agreement 2015* and its 2011 predecessor agreement
- *Australian Country Choice Manufacturing Enterprise Agreement 2018* and its 2010, 2012 and 2015 predecessor agreements

(collectively the **relevant industrial instruments**)

Regrettably, it has been determined that you were affected by these contraventions.

ACCH is taking steps to rectify these contraventions. A review has been undertaken, which has determined that you are/or were owed an amount which is additional to the wages and or superannuation that was paid to you or your superannuation fund. It has also been decided to pay you interest on the additional outstanding amounts.

Details of your additional payments are as follows:

- (a) \$[insert amount] in respect of minimum entitlements;
- (b) \$[insert amounts] in respect of superannuation;
- (c) \$[insert amount] in respect of interest; and

You will/have receive/d this payment on [insert date] and will be provided with a payment

advice regarding the payment. This is in addition to the amount previously paid to you in [date]. Where applicable, additional superannuation contributions will be remitted to your chosen superannuation fund on account of your additional income.

ACCH has formally admitted to the FWO on behalf of itself and the employer members of the ACC Group of Companies that there has been a failure to comply with their obligations under Commonwealth workplace relations laws, and ACCH and the employer members have entered into an Enforceable Undertaking with the FWO under the *Fair Work Act 2019*, a copy of which will be available at www.fairwork.gov.au.

As part of the Enforceable Undertaking, ACC Group members have committed to a number of measures to ensure that past contraventions are rectified and that there will be future compliance with Commonwealth workplace relations laws.

ACCH expresses its sincere regret and apologises to you for failing to comply with our lawful obligations in relation to the payment of your wages and superannuation.

Should you have any questions or concerns about this issue or any other employment matter there are two options available to you to assist you with the matter:

- (a) a hotline has been established and is being operated by <insert entity name>, an independent party that can assist you with your enquiries, on a confidential basis if required. <insert entity name> can be contacted on <insert contact number> or at <insert email address>; or
- (b) ACCH will maintain a non-confidential enquiry line that you can contact at any time with any enquiries you have. 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. You can contact this enquiry line via <insert email address or telephone call>.

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

Yours sincerely

<Employer name>

Attachment C – Form of Public, Website, Social Media and Workplace Notice

ACCH recently undertook a review of its payroll systems and processes and determined that it contravened the *Fair Work Act 2009* (Cth) by its involvement in the underpayment of employees of Cannon Hill Services Pty Ltd, Aero Corporate Charters Pty Limited (formerly Cannon Hill Retail Services Pty Ltd) and Australian Country Choice Production Pty Ltd. These members of the ACC Group of companies had contravened the *Fair Work Act* by underpayment of employees covered by the *Clerks—Private Sector Award (2010 & 2020)*, the *Meat Industry Award 2010 & 2020*, the *Manufacturing and Associated Industries Award 2010 & 2020*, as well as current and historical versions of the *Australian Country Choice (Slaughtering and Boning Operations)* and *Australian Country Choice Manufacturing Enterprise Agreements*. (collectively the **relevant industrial instruments**).

ACCH and its employer members thereby failed to comply with their obligations under those industrial instruments.

On 22 June 2020, ACCH and its Group members formally admitted to the Fair Work Ombudsman (**FWO**) that contraventions of Agreements had occurred and consequently a number of employees of Group members had been underpaid.

ACCH and the employing entities have now entered into an Enforceable Undertaking with the FWO to ensure their ongoing compliance with Commonwealth workplace laws.

ACCH will, as a result of the Enforceable Undertaking, commit on behalf of itself and its Group members who are employers, to undertake a number of activities to ensure ongoing compliance. These activities include matters such as the conduct of three independent audits to verify its present and future compliance, and formally apologising to individual employees.

ACCH expresses its sincere regrets for these contraventions and apologises to all concerned who may have been denied their entitlements when they were due.

If you worked for [list of employing entities] during the period 1 March 2010 to today's date, and have queries or questions relating to your employment with an ACC group member, please contact either:

- the hotline being operated by independent third party <insert entity name> on <contact number>. This hotline can be contacted on a confidential basis or at <insert email address>; or
- ACCH directly through their non-confidential enquiry line on <insert contact number or email address>.

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

Fair Work Act 2009

Section 715 Enforceable Undertaking — Variation

1. On 10 August 2022 the Office of the Fair Work Ombudsman (**OFWO**) accepted an enforceable undertaking (**Undertaking**) from Australian Country Choice Holdings Pty Ltd (ABN 87 009 729 999) (**ACCH**) on its own behalf and on behalf of Cannon Hill Services Pty Ltd (ABN 13 095 396 866), Aero Corporate Charters Pty Ltd (formerly Cannon Hill Retail Services Pty Limited) (ABN 36 118 541 370), and Australian Country Choice Production Pty Ltd (ABN 32 079 436 258).
2. This variation to the Undertaking (**Variation**) is made by ACCH, and is accepted by the FWO, pursuant to section 715(3) of the *Fair Act 2009* (Cth) (the **Act**).
3. As part of the Undertaking, ACCH relevantly committed to engaging, by 9 January 2023, at its own cost, and subject to approval in writing by the OFWO, an appropriately qualified and experienced external expert (**Independent Expert**) to conduct an assessment of the processes and outcomes of the review and rectification process described at clause 18 of the Undertaking (**Independent Assessment**).
4. ACCH has informed the OFWO that it engaged Price Waterhouse Coopers Australia (**PwC**) to:
 - (a) review underpayment rectification calculations commenced on behalf of ACCH by industrial relations consultancy firm McMahon and Associates (**MMA**) and any subsequent payments made to employees entitled to remedial payments; and
 - (b) finalise the review and rectification of underpayments required by clause 18 of the Undertaking.
5. ACCH also advised the OFWO that as a result of the transition of rectification work from MMA to PwC, there was a delay in the finalisation of the review and rectification process required by clause 18 of the Undertaking.
6. ACCH has offered the OFWO a report on the Expert Assessment and finalisation of underpayment rectification calculations (an 'Underpayment Rectification Report', to be prepared by PwC), as well as a Letter of Assurance, signed by ACCH's Chief Executive Officer, that ACCH:
 - (a) has rectified all underpayments as defined by clause 18(a) of the Undertaking by making remedial payments (including interest and superannuation adjustments) to all employees covered by the Undertaking and entitled to rectification that it has been able to locate;
 - (b) has rectified any additional amounts identified through the review conducted by PwC by making remedial payments (including interest and superannuation adjustments) to all impacted employees that it has been able to locate; and
 - (c) is compliant with the Act and the industrial instruments that apply to its employees.
7. In light of the delayed review and rectification of underpayments pursuant to the Undertaking, and given ACCH's offer of a report and a Letter of Assurance, the OFWO


consents to ACCH's request that the listed headings and clauses of the Undertaking be varied in the terms set out below:

- (a) Clause 15 (b): replace current wording with 'any contraventions which have not occurred at the date that this Undertaking is offered by ACCH (whether or not those contraventions are identified in the Underpayment Rectification Report described at clause 22 or the Independent Audits described at clause 34 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 ACCH and the OFWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.';
- (b) Replace heading 'Independent Assessment' with 'Underpayment Rectification Report';
- (c) Clause 22: replace current wording with 'The OFWO acknowledges that ACCH has engaged an appropriately qualified, experienced, external expert (**External Expert**), to assess and finalise the rectification process described at clause 18 above (**Expert Assessment**).';
- (d) Clause 23: delete clause;
- (e) Clause 24: renumber as clause 23 and replace current wording with 'ACCH will ensure that the External Expert assesses whether:';
- (f) Clause 25: renumber as clause 24 and replace wording with 'ACCH must ensure that the External Expert provides a report (**Underpayment Rectification Report**) of its assessment and finalisation of the rectification process described at clause 18 above directly to the OFWO, and for the benefit of the OFWO, setting out its findings, and the facts and circumstances supporting its findings by 31 May 2024. ACCH must ensure the External Expert does not provide the Underpayment Rectification Report, or a copy of the same, to ACCH without the approval of the OFWO.';
- (g) Clause 26: renumber as clause 25 and replace wording with 'If the Underpayment Rectification Report provided to the OFWO under clause 24 above does not include the information required by the OFWO in clause 23 above, ACCH will, upon written request by the OFWO, provide, or cause the External Expert to provide any specific additional information set out at clauses 23(a) to 23(e) as requested. ACCH will provide this information to the OFWO within a period of 30 days from the written request.';
- (h) Clause 27: renumber as clause 26 and replace wording with 'ACCH must ensure that the Underpayment Rectification Report contains the following declarations from the External Expert, namely:';
- (i) Clause 27(a): delete clause;
- (j) Clause 27(b): renumber as clause 26 (a) and replace wording with 'notwithstanding that the External Expert is retained by ACCH, the External Expert has acted impartially, objectively and without influence from ACCH in preparing the Underpayment Rectification Report;'.

- (k) Clause 27 (c): renumber as clause 26 (b) and replace wording with 'the Underpayment Rectification Report is provided in accordance with applicable professional standards (which will be listed in the Underpayment Rectification Report); and';
- (l) Clause 27 (d): renumber as clause 26 (c) and replace wording with 'the Underpayment Rectification Report is provided to the OFWO for its benefit, for the purposes of the FWO being able to rely on the Underpayment Rectification Report.';
- (m) Clause 28: renumber as clause 27 and replace wording with 'If the Expert Assessment identifies that any Schedule Employees are owed amounts additional to those calculated and paid by ACCH or an employing entity, ACCH will cause those additional amounts to be paid to, or to the benefit of, the current and former employees of employing entities, and provide evidence of such payment to the OFWO, by 31 May 2024.';
- (n) Clause 29: renumber as clause 28 and replace wording with 'If any of the Schedule Employees identified in the Underpayment Rectification Report as being owed amounts additional to the Underpayments calculated by ACCH cannot be located and paid by 1 July 2024, ACCH will pay or cause the relevant employing entity/entities to pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. ACCH will complete the required documents supplied by the OFWO for this purpose.';
- (o) Clause 30: renumber as clause 29 and replace wording with 'The OFWO acknowledges that ACCH does not contravene this Undertaking in the event that the External Expert makes a finding in relation to coverage, classification and/or additional amounts to be rectified under the relevant industrial instruments that is contrary to the determination made by ACCH in the review and rectification process described at clause 18 above provided ACCH pays any additional amounts owing to current and former employees of employing entities in accordance with clause 27 above on or before 31 May 2024 or to the Commonwealth of Australia in accordance with clause 28 above on or before 1 July 2024. For the avoidance of doubt ACCH acknowledges that this Undertaking does not relate to any contraventions that may be identified by the External Expert which are not identified through the above review and rectification process.';
- (p) Add new heading beneath new clause 29 worded 'Letter of Assurance';
- (q) Add the following clause and subclauses beneath the heading of 'Letter of Assurance':
 - '30. By 1 August 2024, ACCH will provide to the OFWO a Letter of Assurance signed by the Chief Executive Officer that:
 - (a) ACCH has rectified all underpayments as defined by clause 18(a) of the Undertaking by making remedial payments (including interest and superannuation adjustments) to all employees covered by the EU and entitled to rectification that it has been able to locate;

- (b) ACCH has rectified any additional amounts identified through the Expert Assessment by making remedial payments (including interest and superannuation adjustments) to all impacted employees that it has been able to locate; and
 - (c) ACCH is compliant with the *Fair Work Act 2009* (Cth) as it relates to the industrial instruments that apply to its employees.
 - (r) Clause 54(c): replace current wording with 'communicate the existence and purpose of the Employee Hotline by way of letter to the last known address of all current and former employees of employing entities to whom the relevant industrial instruments apply, or had applied, known as at the Commencement Date, or identified by the External Expert and dating back to 19 March 2010. ACCH will:';
 - (s) Clause 55: replace current wording with 'ACCH will send a letter of apology (Apology Letter) to all affected employees of employing entities found by the External Expert to have been underpaid by ACCH, by 1 July 2024. The Apology Letter will be in the form of Attachment B to this Undertaking.'
8. All other terms of the Undertaking remain unchanged.
9. ACCH agrees acknowledges that a copy of this Variation may be made available for public inspection by the OFWO, including by posting a copy to the OFWO's website at www.fairwork.gov.au.

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


(Signature of ACCH sole director/company secretary)

29 April 2024

(Date)

Trevor James Lee

(Name of ACCH sole director/company secretary)

in the presence of


(Signature of witness)

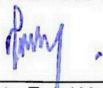
Peter Snell

(Name of Witness)



Fair Work OMBUDSMAN

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



Deputy Fair Work Ombudsman -
Compliance & Enforcement

7 May 2024

(Date)

Delegate for the FAIR WORK
OMBUDSMAN

in the presence of:



(Signature of witness)

TINA SUDJANA

(Name of Witness)