



Australian Government

Fair Work
OMBUDSMAN

ENFORCEABLE UNDERTAKING

This undertaking is **given** by The Royal Society For The Prevention Of Cruelty To Animals (Queensland) 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 The Royal Society For The Prevention Of Cruelty To Animals (Queensland) Limited (ABN: 74 851 544 037), of 139 Wacol Station Road, WACOL QLD 4076 (**RSPCA Queensland**).

COMMENCEMENT OF ENFORCEABLE UNDERTAKING

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

BACKGROUND

3. RSPCA Queensland carries on a business within the animal welfare and rescue industry within the state of Queensland, including operating an animal hospital, rehabilitation centre, 9 adoptions centres and 22 retail stores. RSPCA Queensland also investigates cruelty and neglect under the *Animal Care and Protection Act 2001* (Qld).
4. RSPCA Queensland is a registered charity employing 224 full time employees, 195 part time employees and 41 casual employees (As at 30 June 2025). RSPCA Queensland's employees are covered by numerous industrial instruments including staff enterprise agreements and a number of Modern Awards.

Self-Report to the FWO

5. On 12 September 2023, RSPCA Queensland first notified the FWO of the findings of a proactive review it had commenced relating to payments to its employees for the period 1 February 2017 and 25 June 2023 which identified pay anomalies (the **Initial Review** and the **Initial Review Period**). In this and subsequent correspondence RSPCA Queensland advised it had engaged PricewaterhouseCoopers (**PwC**) to assist with the review and calculation process.
6. Upon completion of the Initial Review, it had been identified 922 employees were underpaid a total of \$2,797,392.31 gross wages, \$713,221.54 in wages interest, \$102,669.77 in superannuation and \$27,703.00 in superannuation interest during the

Initial Review Period.

7. On 1 October 2025, RSPCA Queensland notified the FWO that a review for the period 26 June 2023 to 27 October 2024 (**Second Review** and the **Second Review Period**) had been completed with the assistance of PwC.
8. The Second Review identified that 429 employees were underpaid a total of \$659,628.36 in wages, \$51,105.02 in wages interest, \$14,888.09 in superannuation and \$1,174.17 in superannuation interest during the Second Review Period.
9. The number of unique employees underpaid across both the Initial Review and the Second Review totals 1,008 (**Affected Employees**) with total underpayments of \$4,367,782.26 (inclusive of wages, superannuation and interest). These respective amounts in relation to wages, superannuation and interest are:
 - a. Wages - \$3,457,020.67 (**Wage Underpayment**)
 - b. Superannuation - \$117,557.86
 - c. Wages interest - \$764,326.56
 - d. Superannuation interest - \$28,877.17.
10. Prior to the execution of this Undertaking, RSPCA Queensland notified the FWO that it had rectified the underpayments in accordance with clauses 19 and 20 of this Undertaking.
11. The FWO acknowledges the cooperation and early and open disclosures made by RSPCA Queensland to the FWO.
12. The FWO also acknowledges RSPCA Queensland's commitment to establish and implement systems and processes across the organisation as detailed in, but not limited to, the Undertakings in clause 24 in order to avoid any future similar contraventions which are detailed in clauses 14 and 15 from occurring.
13. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

ADMISSIONS

14. The FWO has a reasonable belief, and RSPCA Queensland admits that during the Initial Review Period and / or the Second Review Period, RSPCA Queensland contravened section 50 of the FW Act, by failing to discharge its obligations in connection with the following industrial instruments which caused the Affected Employees to not receive their minimum entitlements:

- a. *RSPCA – Queensland Inc. General Staff Enterprise Agreement 2019*, (and its predecessor); specifically, by failing to comply with the following obligations in relation to the Affected Employees:
- i. clause 4.3.2 (clause 4.3.2) – paid meal breaks for shift workers;
 - ii. Schedule 1 (Schedule 1) – part-time and casual employee minimum shift engagements;
 - iii. Schedule 2 clause 3.2, 3.3 and 3.5 and/or Schedule 3 clause 3.2, 3.3 and 3.4 and/or Schedule 4 clause 3.2 (Schedule 2 clause 3.2, clause 3.3 and/or Schedule 3 clause 3.2 and clause 3.3 and/or Schedule 4 clause 3.2) – payslip rates not aligning with base rates of pay (minimum rate of pay not paid);
 - iv. clause 4.6, Schedule 2 clause 9 and/or Schedule 3 clause 8 and/or Schedule 4 clause 5 (clause 4.6, Schedule 2 clause 9 and/or Schedule 3 clause 8 and/or Schedule 4 clause 5) – overtime rates, including daily overtime, weekly overtime and period overtime;
 - v. Undertaking 2, clause 3.4(c) and/or clause 3.5 and/or clause 3.6 (clause 3.5 and/or clause 3.6) – employee pay progression through introductory pay points;
 - vi. clause 5.9.3, Schedule 2 clause 5 and/or Schedule 3 clause 4 and/or clause 5.3 (clause 5.9.2, Schedule 2 clause 5 and/or Schedule 3 clause 4 and/or clause 5.3) – penalty rates associated with the performance on work on:
 - A. weekends;
 - B. public holidays; and
 - C. overnight shifts;
 - vii. clause 5.1.3 (b)(i) and (ii) and/or clause 5.1.5(c) and/or clause 5.1.6(b) (clause 5.1.3(b)(i) and(ii) and/or clause 5.1.5(c)) – annual leave loading;
 - viii. Schedule 2 clause 3.2 and 3.3 and 3.5 and/or Schedule 3 clause 3.2 and 3.3 and 3.4 and/or Schedule 4 clause 3.2 (Schedule 2, clause 3.2, clause 3.3 and/or Schedule 3 clause 3.2 and clause 3.3 and/or Schedule 4 clause 3.2) – payments for all hours of work recorded; and
 - ix. Undertaking 3, clause 4.1.4 (clause 4.1.3) – span of ordinary hours.
- b. *Royal Society For The Prevention of Cruelty To Animals Queensland Inc. Inspectorate Certified Agreement 2008*, specifically, by failing to comply with the following

obligation in relation to the Affected Employees:

- i. clause 3.2.1 – payslip rates not aligning with base rates of pay (minimum rates not paid).

15. The FWO has a reasonable belief, and RSPCA Queensland admits that during the Initial Review Period and / or the Second Review Period, RSPCA Queensland contravened section 45 of the FW Act by failing to discharge its obligations in connection to the following modern awards which caused the Affected Employees to not receive their minimum entitlements:

- a. *General Retail Industry Award 2020* (and previously 2010); specifically, by failing to comply with the following obligations in relation to the Affected Employees:
 - i. clause 9 and 10.5 (clause 11, 12.2 and 12.5) – minimum shift engagements and agreed ordinary hours of work;
 - ii. clause 17.1 and 17.2 (clause 17) – minimum rates of pay;
 - iii. clause 21.2(c) (clause 29.2) – overtime rates;
 - iv. clause 15.8(a) (clause 28.13(a)) rostering of consecutive days off for employees regularly working Sundays; and
 - v. clause 28.3(c) and 28.3(d) (clause 32.3)– additional payment for annual leave.
- b. *Restaurant Industry Award 2020* (and previously 2010); specifically, by failing to comply with the following obligations in relation to the relevant Affected Employees:
 - i. clause 10.13(b), 23.1(b) and clause 23.4 (clause 12.8(a), 33.1(b) and clause 33.2) – overtime payments for hours in excess of 38 hours per week for part-time employees; and
 - ii. clause 18.1 and/or 18.2 (clause 20.1 and clause 20.3) – minimum base rates of pay.
- c. *Animal Care and Veterinary Services Award 2020* (and previously 2010); specifically, by failing to comply with the following obligation:
 - i. clause 15.1, 15.2, 15.3 and 15.4 (clause 14.1, 14.2, 14.3 and 15.1) base rates of pay.

16. The Enterprise Agreements and Modern Awards referred to in clauses 14 and 15 will be collectively referred to as the **Defined Industrial Instruments**.

17. The contraventions referred to in clauses 14 and 15 of this Undertaking do not include:

- a. any contravention which relate to or arise as a consequence of RSPCA

Queensland failing to correctly apply the Defined Industrial Instruments to any employee who is not one of the Affected Employees, or because of any failure by RSPCA Queensland to correctly apply the Defined Industrial Instruments to an Affected Employee other than those contraventions set out in clauses 14 and 15 above; or

b. any contraventions which have not yet occurred at the date of this Undertaking.

UNDERTAKINGS

18. RSPCA QLD will take out the actions set out in clause 19 – 70 (inclusive) below.

Rectification

19. RSPCA Queensland confirms that the following amounts have been paid to 872 Affected Employees in rectification of the contraventions in clauses 14 and 15:

a. \$4,132,828.93, inclusive of:

i. \$3,279,232.46 wages;

ii. \$718,774.69 wages interest; and

iii. \$134,821.78 superannuation (including superannuation interest).

20. RSPCA Queensland confirms that, prior to the Commencement Date, RSPCA Queensland took all Reasonable Steps to locate each Affected Employee owed an outstanding Wage Underpayment, interest amount or Superannuation Amount. RSPCA Queensland confirms that \$177,788.51 has been paid to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act, representing the entire outstanding Wage Underpayment amount.

21. RSPCA Queensland declares that the amounts paid referred to in clause 19 and 20 satisfy all entitlements owing to the Affected Employees in relation to the contraventions identified in clauses 14 and 15 during the Initial Review Period and the Second Review Period. In the event that the FWO is able to locate and contact any Affected Employees to whom the Wage Underpayments are owed, with the consent of the Affected Employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify RSPCA Queensland in writing of the name and contact details of the Affected Employee.

22. Within 45 days of receiving any such notice RSPCA Queensland 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 the Superannuation Amount and associated Interest Amount.

Schedule of Affected Employees

23. Within 14 days of the Commencement Date, RSPCA Queensland will provide to the FWO a schedule with the names of all Affected Employees and the respective individual underpayment (itemised to include the RSPCA Queensland – Wage Underpayment, Superannuation Amount and interest amount) for each Affected Employee.

Workplace relations systems, processes and training

Workplace relations systems and processes

24. RSPCA Queensland has advised the FWO that it has undertaken the following system improvements and training:
 - a. in November 2024 transitioned to Employment Hero, an integrated payroll and workforce management platform;
 - b. established regular payroll reconciliation processes which include the systematic comparison of roster, timesheet and payroll outputs to confirm accuracy prior to payment;
 - c. introduced additional layers of internal review including fortnightly reviews by the payroll team as well as regular compliance checks by the People and Culture and Finance team;
 - d. completed training on the Employment Hero platform by Payroll and People and Culture Teams with internal refresher training to be undertaken following each system update; and
 - e. engaged the Australian Payroll Association (**APA**) to conduct an independent compliance audit covering all key industrial instruments applicable to RSPCA Queensland, including the *RSPCA QLD – Enterprise Agreement 2024 (2024 EA)*, the *Animal Care and Veterinary Services Award 2020*, the *General Retail Industry Award 2020*, the *Miscellaneous Award 2020*, and the *Restaurant Industry Award 2020*.
25. Within 120 days of the Commencement Date RSPCA Queensland will provide the following information to the FWO:

- a. in relation to clause 24.c., details of the reviews undertaken including the number of staff pays included in the review;
 - b. in relation to clause 24.c., provide details of the frequency and methodology of compliance checks undertaken by the People and Culture and Finance team; and
 - c. in relation to clause 24.d., the date(s) on which the Employment Hero training was undertaken, details of the training undertaken and the position titles of staff who undertook the training.
26. Within 60 days of the completion of training undertaken in respect of clause 24.d., for the life of the Undertaking, RSPCA Queensland will provide confirmation of completion of the training, the position title of the staff who attended the training, details of the content delivered and details of the system update.

Training

27. RSPCA Queensland has advised the FWO that it has engaged the APA to conduct an independent compliance audit covering all key industrial instruments applicable to RSPCA Queensland.
28. Within 60 days of RSPCA Queensland receiving APA's assessment report, RSPCA Queensland will:
- a. if applicable, provide details on tailored training courses recommended by the APA assessment report to be conducted;
 - b. if applicable, provide details on the knowledge gap which is to be addressed and evidence of the developed training plan(s) / outline(s) for training to be delivered and details on the content which will be covered during the training; and
 - c. within 60 days of completion of any training conducted in accordance with clauses 28.a or 28.b above, provide evidence to the FWO that the training has been completed including an outline of the training content and the job titles and number of staff who completed the training.

No limitation on use of information

29. RSPCA Queensland will not assert, or seek to assert, any limitation on how the FWO may use or rely on the information provided pursuant to clauses 24 to 26 above, in the lawful performance of its statutory functions and powers.

Independent Audit

30. RSPCA Queensland must, at its cost, engage an appropriately qualified, experienced,

external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct one audit of RSPCA Queensland's compliance with the FW Act and *Fair Work Regulations 2009 (Cth)* (**FW Regulations**) *The Royal Society For The Prevention Of Cruelty To Animals (Queensland) Limited – Enterprise Agreement 2024*, *Restaurant Industry Award 2020* and the *General Retail Industry Award 2020* or any replacement industrial instruments (**Current Industrial Instruments**) that may apply (the **Compliance Audit**). Dependent on the outcome of the Compliance Audit, an additional audit (**Second Audit**) may be required in accordance with clause 41 of this Undertaking.

31. RSPCA Queensland will notify the FWO of its proposed Independent Auditor within 12 months of the Commencement Date. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require RSPCA Queensland to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. In this event, the FWO will provide reasons in writing to RSPCA Queensland as to why the Independent Auditor nominated by RSPCA Queensland is not considered appropriate and RSPCA Queensland will be given an opportunity to address those reasons in writing before the FWO determines whether to decline the approval of the Independent Auditor. The Independent Auditor must be approved by the FWO in writing before being engaged by RSPCA Queensland.
32. RSPCA Queensland must ensure that the Compliance Audit conducted by the Independent Auditor includes:
 - a. an assessment of 5% of all employees to whom the Current Industrial Instruments apply, across a range of classifications, locations and employment types (including full-time, part-time and casual), during the relevant audit period (**Sampled Employees**) in respect of their employment by RSPCA Queensland;
 - b. an assessment of whether the Sampled Employees have been correctly classified by RSPCA Queensland;
 - 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 FW Regulations and the Current Industrial Instruments;
 - d. the production of a written report on the Compliance Audit setting out the Independent Auditor's findings, and the facts and circumstances surrounding them in accordance with clauses 36 and 38 below; and

- e. that the written report referred to in clause 32.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 RSPCA Queensland the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from RSPCA Queensland 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 in accordance with clauses 39-45 below.

The Audit

33. RSPCA Queensland must ensure the Independent Auditor commences the Compliance Audit within 18 months of the Commencement Date.
34. The relevant audit period for the Compliance Audit must be at least two full pay periods falling within the preceding six months of the Compliance Audit.
35. Within 15 months of the Commencement Date, RSPCA Queensland will provide for the FWO's approval, details of the methodology the Independent Auditor will use to conduct the Compliance Audit.
36. RSPCA Queensland will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Compliance Audit directly to the FWO within six months of the Compliance Audit start date setting out the draft Compliance Audit findings, and the facts and circumstances supporting the Compliance Audit findings. RSPCA QLD will be provided with a copy of the draft written report within two working days of its receipt by FWO.
RSPCA Queensland will be provided with an opportunity to seek clarification and provide comments on the draft Compliance Audit report and any matters and findings in the draft Compliance Audit report. Any such communications between RSPCA Queensland and the Independent Auditor will be made available to the FWO on request.
37. RSPCA Queensland will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to RSPCA Queensland without the FWO's approval.

38. RSPCA Queensland will use its best endeavours to ensure the Independent Auditor finalises the Audit and provides a written report of the Audit (**Audit Report**) directly to the FWO within 3 months of the FWO providing any comments on the draft report to the Independent Auditor. RSPCA QLD will be provided with a copy of the Audit Report within 2 working days following the FWO's receipt of it. RSPCA Queensland will ensure the Independent Auditor does not provide the Audit Report, or a copy of the same, to RSPCA Queensland without the FWO's approval.

Outcome of Audits

39. If the Compliance Audit identifies underpayments to any current or former employees, RSPCA Queensland 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 before the relevant audit period and rectify any underpayments that are identified.
40. RSPCA Queensland will provide to the FWO reasonable evidence of such rectification within 90 days of being informed by the FWO of the requirement to undertake the reconciliation (**Rectification Process**).
41. If any employees identified in the Compliance Audit as having underpayments owing to them cannot be located within 120 days of the conclusion of the Audit, RSPCA Queensland will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. RSPCA Queensland will complete the required documents supplied by the FWO for this purpose.
42. If the Compliance Audit identifies an underpayment to one or more current or former employees, RSPCA Queensland will request the Independent Auditor to undertake an additional audit (**Second Audit**) to review whether any current or former employees not identified in the Compliance Audit would also have underpayments owing to them of the type identified in the Compliance Audit. The Second Audit will commence within 30 months of the Commencement Date and assess a period no less than the preceding 12 months. Where underpayments are owing, the rectification steps will be undertaken as set out in clauses 39-41.
43. The Second Audit will be paid for by RSPCA Queensland and will follow the same steps as set out in clause 32.

44. If requested by the FWO, RSPCA Queensland will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Second Audit), within 45 days of such a request.
45. If RSPCA Queensland determines that in any respect there is inaccuracy or error in the Audit Report in respect of any findings of underpayments, it will have the right to provide written submissions to the FWO and the Independent Auditor seeking a reconsideration of the findings of underpayments.

Corporate Governance

46. As a part of RSPCA Queensland's Governance Obligations, RSPCA Queensland will review and, where necessary, amend its internal processes for reporting to RSPCA Queensland's Board (**Board**) to ensure that the Board is notified of RSPCA Queensland's compliance with the FW Act, FW Regulations and the Current Industrial Instruments which apply or will apply during the period of the Undertaking by:
 - a. create a standing agenda item for Board meetings to report on details of:
 - i. any known or arising compliance risks regarding the FW Act, FW Regulations and the Current Industrial Instruments, along with the strategies and controls implemented to address these;
 - ii. RSPCA Queensland's obligations pursuant to this Undertaking; and
 - iii. minutes of Joint Consultative Committee (**JCC**) meetings referred to in clause 58;
 - b. ensuring the Audit Report prepared in relation to the Compliance Audit and the Second Audit if required is tabled before the Board within 60 days of its finalisation.
47. RSPCA Queensland will in addition to any other reporting requirements set out in this Undertaking, report to the FWO on compliance with clause 46, at least every six months from the Commencement Date until completion of the Compliance Audit and Remediation Process.
48. The FWO may, at any time while RSPCA Queensland has obligations under this Undertaking, request copies of documents held by the RSPCA Queensland Board in respect of their monitoring of RSPCA Queensland's workplace relations compliance, including but not limited to reports prepared for the Board and Board minutes and RSPCA Queensland will provide these to the FWO within 21 days of the request.

Employee Hotline

49. From the Commencement Date, at its own expense, RSPCA Queensland will establish a complaints and review hotline / helpdesk, email address and or staff portal for all current and former employees to whom the Defined Industrial Instruments and the Current Industrial Instruments apply, or had applied, to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**).
50. RSPCA Queensland will:
 - a. ensure the Employee Hotline remains operational for a period of six months from the Commencement Date; and
 - b. communicate the existence and purpose of the Employee Hotline by way of notice on the intranet for current employees, as set out in clause 61 below.
51. RSPCA Queensland will:
 - a. take steps to respond to each enquiry and seek to resolve any issue within 30 days and notify the FWO of any issues that are not resolved within 60 days; and
 - b. provide a de-identified list of enquiries received by the Employee Hotline to the FWO at the end of the 6-month period, which includes information about how the enquires were resolved.

Joint Consultative Committee

52. RSPCA Queensland will commit to promoting workplace relations compliance through ongoing consultation and communication with employees through the JCC as set out in the 2024 EA.
53. The JCC may be comprised of representatives as set out in the 2024 EA with RSPCA Queensland recognising the United Workers Union (**UWU**) as being a union that can represent workers covered.
54. The JCC convenes at least bi-annually (as set out in the 2024 EA). RSCPA Queensland will encourage meetings to be conducted more frequently at the reasonable request of the UWU or committee representatives upon reasonable notice.
55. RSPCA Queensland commits to the JCC facilitating consultation on and addressing any concerns about compliance with workplace relations obligations under the FW Act, FW Regulations and the Current Industrial Instruments which apply to RSPCA Queensland.

56. RSPCA Queensland will commit to and communicate to all current staff that workplace relations compliance will be a standing agenda item at meetings of the JCC and that they are welcome to raise concerns with the JCC or their representatives.
57. RSPCA Queensland will make records of JCC meetings available to the FWO upon request.
58. RSPCA Queensland will provide copies of the JCC meeting minutes to the RSPCA Board for tabling at the next RSPCA Queensland Board meeting for the life of the Undertaking.

Notification to Affected Former Employees

59. Within 28 days of, but not before, the FWO publishing a media release on its website in respect of the Undertaking, RSPCA Queensland will write to all Affected Employees that are former employees by mail or email to their last known address, notifying them of the existence and commencement of this Undertaking in the terms set out in **Attachment A**.
60. If requested by the FWO, RSPCA Queensland will, within 21 days, provide Reasonable Evidence of its compliance with clause 59.

Workplace Notification

61. Within 28 days of, but not before, the FWO publishing a media release on its website in respect of the Undertaking, RSPCA Queensland will place a notice on the homepage of its intranet in the form of **Attachment B** and issue an all-staff email in the form of **Attachment B** notifying employee of the existence and commencement of this Undertaking (**Workplace Notice**).
62. RSPCA Queensland must ensure the Workplace Notice remains on the homepage of its intranet site for a period of 28 continuous days.
63. If requested by the FWO, RSPCA Queensland will, within 21 days of this request, provide Reasonable Evidence of its compliance with clauses 61 and 62.

Website Notice

64. Within 28 days of, but not before, the FWO publishing a media release on its website in respect of the Undertaking, RSPCA Queensland will place a notice on its website, accessible through a hyperlink on the front page of RSPCA Queensland's website in the form of **Attachment B**.
65. **RSPCA** Queensland must ensure the Website Notice remains on its website for a period of 28 continuous days.

66. If requested by the FWO, RSPCA QLD will, within 21 days of this request, provide Reasonable Evidence of its compliance with clauses 64 and 65.

Reporting Changes in Circumstances

67. RSPCA Queensland will notify the FWO of any changes of circumstances that impacts on RSPCA Queensland's ability to comply with the undertakings contained in this Undertaking, as soon as reasonably practicable after they become 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.

Extensions of Time

68. RSPCA Queensland may request of the FWO an extension on a time specified for completion of an obligation under this Undertaking. The FWO will not unreasonably withhold agreement on a request for an extension of time.
69. Where a time specified for undertaking an obligation under this Undertaking is contingent on or follows from the time specified for the completion of another obligation under this Undertaking, and that time for completion has been extended by the FWO, the time specified for completion of the later obligation is correspondingly extended by the same period.

No Inconsistent Statements

70. RSPCA Queensland 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

71. RSPCA Queensland 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 RSPCA Queensland set out in clauses 14 and 15 above in respect of decisions taken regarding enforcement action in the event that RSPCA Queensland is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by RSPCA Queensland 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, RSPCA Queensland may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d. if RSPCA Queensland 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 RSPCA Queensland in clauses 14 and 15 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.

The following defined terms are adopted in this Undertaking:

- **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 RSPCA Queensland or by any of its servants or agents; and/or
 - b) the accuracy and correctness of any information provided by RSPCA Queensland, or by any of its servants or agents; and/or
 - c) compliance by RSPCA Queensland with any term of this Undertaking.
- **Reasonable Steps** will include, but are not limited to, repeated and multi-channel attempts to contact an affected employee through:
 - last known details from employee files including email, mobile telephone for direct calls and SMS and last known address for post; and
 - utilisation of assistance by the relevant line manager or Head of Department of the former employee as appropriate.
- **Superannuation Amount** means the amount reported to the FWO as detailed at clause 9 plus any additional outstanding amounts identified as an underpayment of superannuation as a result of contraventions set out at clauses 14 and 15 above.
- **Total Underpayment** means the Wage Underpayment and the Superannuation Amount.
- **Workplace law** as defined in section 12 of the *Fair Work Act 2009* (Cth).

Executed as an undertaking

EXECUTED by an authorised person of The Royal Society for the Prevention of Cruelty to Animals (Queensland) Ltd

DAVID BLOWER, CFO
(Name and position of authorised signatory)


(Signature of authorised signatory)

in the presence of:

Nicholas Summers
(Name of witness)

N Summers
(Signature of witness)

15/6/26
(Date)

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

(Name and role of Delegate)

(Signature of Delegate)

(Date)

Delegate for the Fair Work Ombudsman

in the presence of:

(Signature of witness)

(Name of Witness)

Attachment A – Notification to Affected Employees

Dear {Name of employee}

RSPCA Queensland has undertaken a review of its payroll systems and processes and has determined that an error has occurred resulting in the underpayment of some employee entitlements under:

- the *RSPCA – Queensland Inc. General Staff Enterprise Agreement 2019 (and its predecessor)*;
- the *Royal Society For The Prevention of Cruelty To Animals Queensland Inc. Inspectorate Certified Agreement 2008*;
- *General Retail Industry Award 2020*
- *Restaurant Industry Award 2020*; and
- *Animal Care and Veterinary Services Award 2020*.

The underpayments related to several different entitlements under these instruments including the following:

- base rates of pay
- overtime
- weekend penalty rates; and
- minimum engagement.

RSPCA Queensland has admitted to the Fair Work Ombudsman that it that it has contravened the *Fair Work Act 2009* (Cth).

Since identifying the inaccuracies, RSPCA Queensland has undertaken a program of work to ensure all staff affected have been identified. We are pleased to confirm that we have completed the remediation process, plus interest payments, to all affected current staff and to all affected former staff who could be located.

RSPCA Queensland has entered into a formal enforceable undertaking with the FWO setting out these admissions and the steps RSPCA Queensland will take to address these contraventions and avoid future contraventions.

RSPCA Queensland understands that you may have questions and concerns relating to this and other employment issues.

RSPCA Queensland has established an employee hotline for you to contact if you have any questions. This employee hotline can be contacted at [insert detail].

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

RSPCA Queensland expresses its sincere regret and apologises to you for failing to comply with our lawful obligations.

Sincerely,

Attachment B – (Workplace, Email and Website) Notice

RSPCA Queensland has undertaken a review of its payroll systems and processes and has determined that an error has occurred resulting in the underpayment of some employee entitlements under:

- the *RSPCA – Queensland Inc. General Staff Enterprise Agreement 2019 (and its predecessor)*;
- the *Royal Society For The Prevention of Cruelty To Animals Queensland Inc. Inspectorate Certified Agreement 2008*; and
- *General Retail Industry Award 2020*
- *Restaurant Industry Award 2020*; and
- *Animal Care and Veterinary Services Award 2020*.

The underpayments related to several different entitlements under these instruments including the following:

- base rates of pay
- overtime
- weekend penalty rates; and
- minimum engagement.
- three modern awards.

RSPCA Queensland has admitted to the Fair Work Ombudsman (FWO) that it that it has contravened the *Fair Work Act 2009* (Cth).

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

RSPCA Queensland sincerely regrets these matters have occurred and will, as a result of the Enforceable Undertaking, commits to undertake a number of activities to ensure ongoing compliance such as implementing updated payroll systems and corporate governance procedures.

If you worked for RSPCA Queensland during the period of 1 February 2017 and 27 October 2024 and have queries or questions relating to your employment, please contact the RSPCA Queensland employee hotline at [insert details].

Alternatively, anyone can contact the FWO via <http://www.fairwork.gov.au> or on 13 13 94.