

# **ENFORCEABLE UNDERTAKING**

This undertaking is **given** by Queensland University of Technology and **accepted** by the Fair Work Ombudsman pursuant to section 715 of the *Fair Work Act 2009* 

#### ENFORCEABLE UNDERTAKING

## **PARTIES**

This enforceable undertaking (Undertaking) is given to the Fair Work Ombudsman (FWO)
pursuant to section 715 of the Fair Work Act 2009 (FW Act) by Queensland University of
Technology (ABN 83 791 724 622) (QUT).

## COMMENCEMENT

- 2. The Undertaking comes into effect when:
  - a. the Undertaking is executed by QUT; and
  - b. the FWO accepts the Undertaking so executed (as evidenced by the FWO's endorsement below) (Commencement Date).

#### COMPLETION

3. The Undertaking will conclude three (3) years from the Commencement Date, unless otherwise extended in accordance with the provisions of this Undertaking (Completion Date).

## BACKGROUND

- 4. QUT is a public university incorporated by the *Queensland University of Technology Act* 1998 (Qld). QUT has five faculties and 28 schools. According to its 2024 Annual Report (latest publicly available), in 2023-2024 QUT employed 4,605 full time equivalent (FTE) staff, including 894 FTE casual professional and sessional academic staff.
- 5. QUT is a registered charity under the Australian Charities and Not-for-Profits Commission Act 2012 (Cth) and is a higher education provider subject to the governance and accountability obligations under the Higher Education Support Act 2003 (Cth), the Tertiary Education Quality and Standards Agency Act 2011 (Cth), and the Higher Education Standards Framework (Threshold Standards) 2021 (Cth) (collectively, Governance Obligations).
- 6. On 28 October 2021, QUT self-reported to the FWO that QUT:
  - a. had undertaken, in the last 12 months, an external payroll and superannuation compliance assessment audit, as well as internal audits of staff attendance records to ensure staff had claimed all of their entitlements;

- b. had taken action in the last year to clarify the remuneration entitlements of sessional academic staff, so that staff have clarity on the work they are required to undertake and are appropriately remunerated;
- c. will remain vigilant to ensure compliance with its obligations and will continue to take necessary remedial action where required.

## 7. On 30 June 2022, QUT advised:

- a. it had undertaken an audit of Professional Staff attendance records for fifteen organisational areas/faculties across QUT. This audit was being facilitated by an independent law firm. In addition to the audits initiated by QUT, a number of individual staff members and/or their supervisors had also requested an audit of their or their teams' attendance records. QUT advised that it had been undertaking an internal audit of staff attendance records since 2019 (all records obtained for the purposes of the audit were sent to the independent law firm (Independent Internal Audit).
- b. that it had identified that Professional staff who have worked overtime had not always correctly claimed, through the QUT's payroll system, their entitlements per the Queensland University of Technology Enterprise Agreement (Professional Staff) 2018-2021 (Professional Staff EA 2018).

## 8. On 15 November 2023, QUT:

- a. provided further information on the Independent Internal Audit, as well as advising that various provisions within the Applicable Enterprise Agreements were at risk of incorrect application; and
- b. agreed to conduct a Comprehensive External Review (CER) of its compliance with the Applicable Enterprise Agreements, including attendance and pay records for all casual, ongoing and fixed-term professional, sessional academic staff and educators in the QUT College/International College commencing from the following period:
  - i. 25 September 2019 Professional Staff EA 2018 commencement date
  - ii. 13 August 2019 Academic Staff EA 2018 commencement date

- 9. As at 30 September 2025, QUT's Independent Internal Audit has identified:
  - a total underpayment of \$1,916,271.58 (including superannuation and Interest)
     (Total Underpayment) relating to the period 28 July 2014 to 30 September 2025
     (Relevant Period) in which 529 current and former professional employees were audited. Of the 529 current and former professional employees audited, 96 employees were found to have not been underpaid (Affected Employees);
  - b. the Total Underpayment comprises of:
    - iii. \$1,782,979.32 (including superannuation where applicable and Interest on all payments) to 366 current and former fixed-term and ongoing professional employees; and
    - iv. \$133,292.26 (including superannuation where applicable and Interest on all payments) to 67 current and former casual professional employees;
  - c. that the non-compliance has arisen as a result of QUT's payroll system utilised by professional employees, and an inability of the system to ensure automatic payment for minimum engagement for casual professional employees.
- 10. Before the execution of this Undertaking, QUT notified the FWO that it had:
  - a. developed **Schedule A** to this Undertaking, to be a schedule of Affected Employees who were identified by the Independent Internal Audit as being underpaid;
  - b. listed the last and first names of Affected Employees, to be the names listed in Column A of Schedule A;
  - c. calculated the amount of the Total Underpayment owed to each Affected Employee, to be the amounts listed in Column B of Schedule A (Wage Underpayment);
  - d. calculated the amount of superannuation payable on the Wage Underpayment (including Interest on that superannuation payment) to each Affected Employee, to be the amounts listed in Column C of Schedule A (Superannuation Amount);

- e. calculated Interest payable on the Wage Underpayment to each Affected Employee, to be the amounts listed in Column D of Schedule A (Interest Amount);
- f. made remediation payments of the Wage Underpayment and Interest Amount referred to in Columns B and D to each of the Affected Employees who are marked with a 'yes' in Column E of Schedule A;
- g. made remediation payments of the Superannuation Amounts (with Interest) referred to in Column C to each of the Affected Employees who are marked with a 'ves' in Column F of Schedule A; and
- h. listed the clauses of the *Queensland University of Technology Enterprise*Agreement (Professional Staff) 2014-2017 (Professional Staff EA 2014),

  Professional Staff EA 2018 and the *Queensland University of Technology Enterprise*Agreement (Professional Staff) 2022-2025 (Professional Staff EA 2022) that have been contravened for each Affected Employee in Column G, H and I of Schedule A.
- 11. Since the self-report, the FWO has investigated QUT's non-compliance with workplace laws. The FWO has communicated its expectation for QUT to undertake a wider review of its potential non-compliance with workplace laws.
- 12. The FWO acknowledges the co-operation and open disclosures made by QUT to the FWO, including the provision of detailed documentation relating to the Independent Internal Audits as requested from time to time by the FWO.
- 13. The FWO also acknowledges that QUT has agreed to undertake the CER, which will review all current and former professional and sessional academic employees and educators in QUT College/International College, other than the Affected Employees (CER Affected Employees), with respect to the amount or amounts to which that employee was entitled under the Applicable Enterprise Agreements, as set out at clauses 19 to 36 below.
- 14. The FWO acknowledges that QUT will also establish and implement comprehensive systems/processes across the institution to mitigate any future similar contraventions occurring as detailed in the Undertakings in clause 37 to 38 below.

#### **ADMISSIONS**

- 15. The FWO has a reasonable belief, and QUT admits, that during the Relevant Period, QUT contravened:
  - a. section 50 of the FW Act by failing to pay the Affected Employees the Wage Underpayment which they were entitled to receive in respect of:
    - i. the Professional Staff EA 2018 pursuant to:
      - clauses 25 to 29.2 (inclusive), s190 undertaking Work cycle, patterns of work, hours of work and penalties;
      - 2. clause 33.5 Overtime;
      - 3. clause 33.6 minimum breaks
      - 4. clause 33.7 Meal allowance during overtime;
      - 5. clause 34 Time off in lieu:
      - 6. clause 35 Meal breaks;
      - 7. clause 41.3.1 Casual appointment;
      - 8. clause 41.3.2 Casual minimum hours; and
      - 9. clause 41.3.3 Payment of casual loading.
    - ii. the Professional Staff EA 2014 pursuant to:
      - clauses 25 to 29.2 (inclusive) Work cycle, patterns of work, hours of work and penalties;
      - 2. clause 34 Overtime:
      - 3. clause 34.6 Minimum breaks
      - 4. clause 34.7 Meal allowance during overtime;
      - 5. clause 35 Time off in lieu;
      - 6. clause 36 Meal breaks;
      - 7. clauses 42.3.1 Casual appointment;
      - 8. clause 42.3.2 Casual minimum hours; and
      - 9. clauses 42.3.3 and 42.3.4 Payment of casual loading;

- b. section 323(1)(a) of the FW Act due to full payment not being made to each Affected Employee at least each month; and
- c. subsection 535(1) of the FW Act by failing to make and keep employee records as prescribed.

#### 16. The contraventions referred to in clause 15 do not include:

- a. any contraventions which relate to or arise as a consequence of QUT failing to correctly apply the Professional Staff EA 2014 and 2018 to any employee who is not one of the Affected Employees, or because of any failure by QUT to correctly apply the Professional Staff EA 2014 and 2018 to an Affected Employee other than those set out in clause 15 above; or
- b. any contraventions which have not yet occurred at the date that this Undertaking is offered by QUT.
- 17. In addition to the matters set out in clause 15 above, where the FWO has obtained an appropriate level of assurance as to the methodology and approach to QUT's ongoing remediation process and where clause 25 has been satisfied, the FWO and QUT may agree to enter into a written addendum to this Undertaking from QUT in relation to any further contraventions arising from the CER. If an addendum is agreed to, any further contraventions specified in the Addendum is taken to be part of the contraventions set out in clause 15 above.

#### **UNDERTAKINGS**

18. Upon commencement of this Undertaking, QUT will take the actions set out at clauses 19 to 70 (inclusive) below.

# Comprehensive External Review

19. QUT undertakes to commence a CER of its compliance with each of the Applicable Enterprise Agreements.

- 20. In accordance with a methodology developed by QUT and approved by the FWO (Methodology), the CER will review all employee entitlements covered by the Applicable Enterprise Agreements that applied to casual, fixed-term and ongoing professional employees; sessional academic employees and educators in QUT College/International College between the commencement of both the Professional Staff EA 2018 and the Academic Staff EA 2018, and the Commencement Date (CER Affected Employees).
- 21. The Methodology has been developed in a manner favourable to CER Affected Employees and address at least the following issues:
  - a. the identification and resolution of relevant legal interpretation issues, with assistance from external legal advice;
  - identification and collation of relevant records and the identification of 'gaps' in those records;
  - c. an audit to ascertain all instances where an employee's actual pay (including superannuation) has been less than their entitlement or otherwise not made in accordance with law;
  - d. a strategy for remediation of any identified breach of obligation, including indicative timing of the relevant cohorts of CER Affected Employees;
  - e. a framework for the Mechanism and Employee Hotline (having regard to the Complaints and Review Mechanism and Employee Hotline section of this Undertaking); and
  - f. other terms reasonably required by the FWO following consultation.
- 22. QUT has, at its expense and with the approval of the FWO, engaged KPMG to undertake the CER, having regard to this enterprise constituting an appropriately qualified, experienced, external and independent expert.
- 23. The FWO has approved the Methodology in writing and KPMG will undertake the CER in accordance with the Methodology.
- 24. QUT will comply with any reasonable requests of the FWO to provide, or to facilitate the provision of the Independent expert, any supplementary information required to assess the Methodology.

- 25. The CER must be completed by no later than 24 months after the Commencement Date.
- 26. If, during the CER, QUT or KPMG identifies a need to amend the Methodology, QUT will notify the FWO and seek written approval from the FWO to vary the Methodology. Any variation to the Methodology is not applicable unless approved in writing by the FWO.
- 27. The FWO, during the CER, may give written notice to QUT that it proposes a change to the Methodology.
- 28. If a notice is given pursuant to clause 27, QUT and the FWO, with input from KPMG as appropriate, will discuss the notice in good faith with a view to agreeing to the changes (if any) which are required to the Methodology, including the timing and other implications of the required change in relation to the CER and to the commitments in this Undertaking.
- 29. Following the discussion, the FWO may give QUT a notice directing a change to the Methodology taking into account in a reasonable way the content and outcome of the discussion and proposing any required changes to this Undertaking.
- 30. QUT will promptly notify KPMG of any variation to the Methodology. Any change to the Methodology as required by the FWO during the CER will not be applied retrospectively to any CER Affected Employees already remediated.
- 31. Any variation to the Methodology will be effective no later than fourteen (14) days after written notice is received by QUT.
- 32. During the CER, QUT:
  - will comply with any request by the FWO for any update on the CER or to review any report or calculation, within a reasonable timeframe;
  - will, within 30 days of identification and confirmation of an amount or amounts to which a CER Affected Employee was entitled under the Applicable Enterprise Agreements:
    - i. notify the CER Affected Employee in writing of the reason for any underpayment, including the relevant provisions within the Applicable Enterprise Agreement/s that were contravened, the Methodology applicable to the CER Affected Employee and source(s) relied upon to identify the underpayment; and

- ii. within 90 days, rectify any underpayment identified by the CER (**CER Wage Underpayment**), to the CER Affected Employee including the payment of:
  - Interest on the CER Wage Underpayment (CER Interest Amount); and
  - superannuation, calculated at the rate payable as at the time of making the payment (and not the historical rate that may have applied at the time when the contravention occurred), and Interest on superannuation on the CER Wage Underpayment to the CER Affected Employee's nominated superannuation fund (collectively, CER Superannuation Amount); and
- c. will take Reasonable Steps to locate each CER Affected Employee owed an outstanding CER Wage Underpayment, CER Interest Amount or CER Superannuation Amount.
- d. will comply with the Reporting Obligations, as detailed at clauses 61 to 66 of this Undertaking.

# **CER Rectification**

- 33. If any CER Affected Employee(s) to whom a CER Wage Underpayment is owed cannot be located after taking Reasonable Steps, QUT will pay those amounts (excluding the CER Interest Amount and CER Superannuation Amount) to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act within 180 days of the Conclusion of the CER. QUT will complete the required documents supplied by the FWO for this purpose.
- 34. In the event that the FWO is able to locate and contact any CER Affected Employee(s) to whom a CER Wage Underpayment is owed, the FWO will (in addition to its obligations under section 559 of the FW Act) notify QUT in writing of the name and contact details of the CER Affected Employee(s).
- 35. Within 14 days of receiving any such notice, QUT will:

- a. pay to the CER Affected Employee the CER Interest Amount on the CER Wage
   Underpayment already paid by QUT to the Commonwealth of Australia in respect
   of that CER Affected Employee; and
- b. pay to the CER Affected Employee's nominated superannuation fund the CER
   Superannuation Amount.
- 36. QUT will ensure that it complies with its Reporting Obligations in respect of the CER Rectification, as detailed at clauses 61 to 64 of this Undertaking.

## **Systems Improvement**

- 37. In addition to the CER, QUT has proposed to develop (with an appropriate service provider/vendor) an Integrated Timesheet Program (ITP) which will promote compliance with its obligations as it relates to ensuring staff are appropriately remunerated under the FW Act, the Applicable Enterprise Agreements and any future replacement instrument/s.
- 38. QUT will ensure that it complies with its Reporting Obligations in respect of the ITP, as detailed at clause 65 of this Undertaking.

## **Notification to Employees**

- 39. Within 30 days of the FWO publishing a media release on its website in respect of this Undertaking, QUT will send an email to all current employees in the form of **Attachment A**.
- 40. Within 30 days of the FWO publishing a media release on its website in respect of this Undertaking, QUT will send an email to all former employees, employed under the Applicable Enterprise Agreements, to their last known email address (or for those in respect of whom QUT does not have an email address, by post to their last known residential address), notifying them of the existence and commencement of this Undertaking, in the terms set out in **Attachment A**.
- 41. If requested by the FWO, QUT will, within 14 days, provide Reasonable Evidence of its compliance with clauses 39 to 40.

## Notification of Comprehensive External Review

- 42. Within 30 days of the commencement of the CER, QUT will send an email to all CER Affected Employees in the form of **Attachment B** notifying employees of the commencement of the CER and explaining the objective and features of the CER and providing information about how they can contact QUT and KPMG about the CER.
- 43. If requested by the FWO, QUT will, within 14 days, provide Reasonable Evidence of its compliance with clause 42.

## **Corporate Governance**

- 44. As part of QUT's Governance Obligations, the Council (as defined by section 7 of the *Queensland University of Technology Act 1998* (Qld)) will prioritise and embed the monitoring of QUT's compliance with the FW Act, the *Fair Work Regulations 2009* (Cth), the Professional Staff EA 2022 and the Academic Staff EA 2022 (or any replacement industrial instrument) by:
  - ensuring that the Council and Risk and Audit Committee are notified as soon as practicable and no later than 30 days after the Commencement Date, of this Undertaking;
  - ensuring that the Council and Risk and Audit Committee are notified as soon as practicable of any other contraventions, or potential contraventions, of the Applicable Enterprise Agreements identified by the CER;
  - including workplace relations compliance objectives in the performance metrics of any senior staff position elected or appointed by the Council;
  - d. as soon as practicable, creating a standing agenda item for the Council and the Risk and Audit Committee to receive reports on compliance with the FW Act;
  - e. as soon as practicable, creating a standing agenda item for Council to discuss and address (where identified) compliance with QUT's obligations pursuant to this Undertaking for the duration of this Undertaking; and

- f. as soon as practicable, creating a standing agenda item for the Joint Consultative Committee (JCC) to discuss compliance with QUT's obligations pursuant to this Undertaking for the duration of this Undertaking.
- 45. QUT will commit to promoting workplace relations compliance through ongoing consultation and communication with employees including through the JCC.
- 46. If requested by the FWO, QUT will provide the FWO with any documents held by the Council the Risk and Audit Committee or the JCC relating to the monitoring of QUT's compliance with the FW Act, including but not limited to reports or other materials prepared for or copies of minutes of the Council, the Risk and Audit Committee or the JCC.
- 47. QUT will ensure that it complies with its Reporting Obligations in respect of Corporate Governance, as detailed at clause 63(c) of this Undertaking.

## Complaints and Review Mechanism and Employee Hotline

- 48. As part of the CER, QUT has engaged KPMG to establish a complaints and review mechanism and a dedicated employee hotline (**Mechanism** and **Employee Hotline**, respectively). The Mechanism is agreed as part of the Methodology, as set out at clause 21 of this Undertaking.
- 49. The Employee Hotline will be available to all current and former QUT employees.
- 50. The Mechanism (as prescribed by the Methodology) will apply to any CER Affected Employee who has a complaint or query following receipt of correspondence from QUT/KPMG detailing the outcome of any CER Wage Underpayment, as set out in clause 32 of this Undertaking. QUT will ensure that KPMG takes steps to respond to each complaint or query and seeks to resolve any issues or refer them to QUT for resolution in accordance with the Methodology within 30 days of the complaint or enquiry arising.
- 51. For current or former employees other than the CER Affected Employees, QUT will ensure that KPMG takes steps to respond to each complaint or query and seeks to resolve any issues or refer them to QUT for resolution within 60 days of the complaint or enquiry arising.

- 52. The FWO has approved KPMG to operate the Mechanism and Employee Hotline and it will operate for the duration of the CER.
- 53. QUT will retain oversight of the operations of the Mechanism and the Employee Hotline.
- 54. QUT will promote the Mechanism and Employee Hotline to employees in communication sent to them regarding the CER, Wage Underpayment and/or CER Wage Underpayment.
- 55. If a CER Affected Employee who is currently employed by QUT is not satisfied with the outcome to their complaint or enquiry pursuant to clause 50 they may lodge a dispute in accordance with the relevant provisions of the Applicable Enterprise Agreement.
- 56. Where appropriate, the FWO will notify QUT within 14 days of any request for assistance from employees being received by the FWO where the FWO identifies that the Mechanism has not first been applied.
- 57. Within 60 days of receipt of the notification referred to in clause 56 QUT will report the outcome of the complaint or dispute to the FWO. QUT will also provide, within a reasonable period specified by the FWO, Reasonable Evidence relied upon to satisfy itself that QUT met its obligations with respect to the employee.
- 58. QUT undertakes to cooperate fully in relation to any request for assistance received by the FWO in relation to an employee where the employee does not consider the complaint has been addressed through the application of the Mechanism.

## **Contrition Payment**

- 59. Within 28 days of the execution of this Undertaking, QUT will make a contrition payment of \$250,000 to the Cleaning Accountability Framework.
- 60. QUT will ensure that it complies with its Reporting Obligations in respect of the Contrition Payment, as detailed at clause 66 of this Undertaking.

# **Reporting Obligations**

- 61. Within seven (7) days of commencement of the CER, QUT will advise the FWO in writing of the CER Commencement Date.
- 62. Within 60 days of the Commencement Date, QUT will:
  - a. provide to the FWO Reasonable Evidence of all payments made to Affected

Employees to rectify the Wage Underpayment, Interest Amount, and Superannuation Amount.

- 63. At six (6) month intervals from the Commencement Date to the Completion Date, QUT will report to the FWO:
  - a. on the progress of the CER, including details of any remediation payments made during the relevant six (6) month period;
  - b. on its progress and roadmap in relation to the ITP, as well as any other systems, processes and training that it has implemented to ensure compliance with its obligations under the FW Act and the Applicable Enterprise Agreements (and any future replacement instrument/s), including ensuring that Reasonable Evidence is provided where requested by the FWO;
  - c. in respect of Corporate Governance, having regard to clause 44 to 46 of this Undertaking;
  - d. on all instances of complaints or disputes arising from the Mechanism and Employee Hotline, including:
    - i. the outcomes of these complaints or disputes; and
    - ii. any complaints or disputes that are not resolved within 60 days.
- 64. Upon the Conclusion of the CER, QUT will:
  - a. within 60 days, provide the FWO with the draft CER report setting out the findings of the CER, which includes a consolidated remediation report detailing evidence of all remediation payments made to CER Affected Employee(s), including:
    - i. the total CER Wage Underpayment,
    - ii. the total CER Interest Amount; and
    - iii. the total CER Superannuation Amount (inclusive of Interest on superannuation);
  - allow the FWO to provide feedback on the draft CER report or to request any evidence QUT has relied on to support any finding made in the draft CER report;
     and

c. within 14 days of receipt of any feedback from the FWO, provide the FWO with the final CER report.

## 65. Upon the completion of the ITP:

- a. QUT will, within 60 days, provide a written report (**Systems and Processes Report**) which will include:
  - details about the ITP, being the updating of the payroll system and the implementation of an accurate time attendance system, and how the time attendance and payroll systems are integrated to make both systems more accessible and conducive to conducting audits;
  - KPMG to provide a written report to summarise the findings, and to provide confirmation that the identified improvements have been implemented;
     and
  - iii. details of proactive sample checking of the payroll and time attendance systems to periodically validate sample payments against entitlements.
- b. the FWO may, after receiving the Systems and Processes Report under clause 65(a), seek reasonable further information regarding the systems and processes improvements by issuing a written request to QUT specifying the additional information required. The FWO may provide written suggestions to QUT regarding further systems and process improvements. QUT must provide the information specified in such a notice within 28 days of receipt.
- c. within 60 days of receiving the FWO's written suggestions under clause 65(b), QUT will respond to the FWO's written suggestions.
- 66. Within 14 days of making the Contrition Payment at clause 59, QUT will provide evidence to the FWO of the Contrition Payment being paid.

## Extensions on time for completion

67. QUT may request an extension of a time specified for completion of an obligation under this Undertaking. The FWO will not unreasonably deny a request for an extension of time.

68. Where a time specified for undertaking an obligation 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

69. QUT 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.

## No limitation on use of information

70. QUT 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.

## **ACKNOWLEDGEMENTS**

# 71. QUT 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 QUT set out in clause 15 above in respect of decisions taken regarding enforcement action in the event that QUT is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by QUT to comply with its obligations under this Undertaking;

- b. consistent with the legislative 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 subsection 715(3) of the FW Act, QUT may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d. if QUT contravenes any of the terms of this Undertaking:
  - i. the FWO may apply to any of the Courts set out in subsection 715(6) of the FW Act, for orders under subsection 715(7) of the FW Act; and
  - ii. this Undertaking may be provided to the Court as evidence of the admissions made by QUT in clause 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:

- Applicable Enterprise Agreements means
  - o From 13 August 2019 to 30 March 2023
    - Queensland University of Technology Enterprise Agreement (Academic
       Staff) 2018 2021 (Academic Staff EA 2018)
  - o From 25 September 2019 to 10 April 2023
    - Queensland University of Technology Enterprise Agreement
       (Professional Staff) 2018 2021 (Professional Staff EA 2018)
  - o From 31 March 2023
    - Queensland University of Technology Enterprise Agreement (Academic Staff) 2022 – 2025 (Academic Staff EA 2022)
  - o From 11 April 2023
    - Queensland University of Technology Enterprise Agreement
       (Professional Staff) 2022 2025 (Professional Staff EA 2022)
- Affected Employees means the 529 current and former professional employees who
  had their records reviewed, and remediation undertaken (where appropriate), prior
  to this Undertaking.
- CER Affected Employees means all current and former professional, sessional
  academic employees and educators in QUT College/International College, other than
  the Affected Employees, for the Applicable Enterprise Agreements.
- CER Interest Amount means Interest on the CER Wage Underpayment.
- CER Superannuation Amount means the superannuation on the CER Wage
   Underpayment and interest on superannuation on the CER Wage Underpayment
   (and as defined within the Methodology).
- CER Wage Underpayment means any underpayment identified by the CER as it relates to a CER Affected Employee (and as defined within the Methodology).

- Interest in relation to the Wage Underpayment was and CER Wage Underpayment is, accrued and calculated at 8% using the simple method. Interest on the Superannuation Amount is calculated at a rate of 8% using the simple method.
- Methodology means the Methodology described in Clause 20 and 21 of this
   Undertaking, as amended in accordance with this Undertaking.
- Reasonable Evidence means such evidence as the FWO may reasonably require and which could reasonably be expected to satisfy a court of:
  - the truth of any fact asserted by QUT or by any of its servants or agents;
     and/or
  - the accuracy and correctness of any information provided by QUT, or by any of its servants or agents; and/or
  - o compliance by QUT 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/CER 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 Head of Department or relevant manager of the Affected Employee as appropriate.

# Executed as an undertaking

EXECUTED by an authorised person of Queens 622):	sland University of Technology (ABN 83 791 724
Professor Margaret Sheil Vice Chancellor and President	(Signature of authorised signatory)
in the presence of:	
Elizabeth Kerr	<u>G</u> Keu
(Name of witness)	(Signature of witness)
17 November 2025 (Date)	
ACCEPTED by the Fair Work Ombudsman purs 2009 on:	suant to section 715(2) of the Fair Work Act
Michael Campbell Group Manager, Operations	(Signature of Delegate)
24 November 2025	
(Date)	
Delegate for the Fair Work Ombudsman	
in the presence of:	
Late	Louise Cato
(Signature of witness)	(Name of Witness)

SCHEDULE A

Enforceable Undertaking Schedule A - Affected Employees

Name	Total underpayment (including interest)	Superannuation payable (incl. interest)	Interest payable	Payment of Columns B and D	Payment of Column C		Clauses contravened	
						Professional Staff EA 2014	Professional Staff EA 2018	Professional Staff EA 2022
	\$55.90	\$6.26	\$4.19	Yes	Yes		29	
	\$4,200.24	\$462.29	\$314.77	Yes	Yes	42.3, 29, 34, 34.7, 36	41.3, 29, 33.5	39.3, 29
	\$2,043.33	N/A	\$153.11	Yes	N/A	34, 35	33.5, 34, 33.7, 35	
	\$11,879.14	N/A	\$890.11	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
	N/A	N/A	N/A	N/A	N/A	\		
	\$3,934.42	N/A	\$294.81	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
	\$5,318.27	N/A	\$398.50	Yes	N/A	34, 35		
	\$882.77	N/A	\$66.15	Yes	N/A		33.5, 34, 33.7, 35	31.3, 31.5
	\$159.05	N/A	\$12.26	Yes	N/A		33.5,	
	\$954.75	N/A	\$71.54	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
	\$5.34	N/A	\$0.40	Yes	N/A		33.5, 34	
	\$818.13	N/A	\$61.30	Yes	N/A		33.5, 34, 33.7, 35	
	\$263.23	N/A	\$19.72	Yes	N/A		33.5, 34	
	N/A	N/A	N/A	N/A	N/A			
	\$931.81	N/A	\$69.82	Yes	N/A		33.5, 34, 33.7, 35	
	\$2,832.47	N/A	\$212.24	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
	\$2,088.78	N/A	\$156.51	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
						34, 35, 34.7, 36,		
	\$5,619.48	N/A	\$421.07	Yes	N/A	34.6	33.5, 34, 33.7, 35	
	\$4,221.29	N/A	\$316.30	Yes	N/A		33.5, 34	

								31.3. 31.5																		
	33.5, 34, 33.7, 35	33.5, 33.7, 35	29	33.5, 33.7, 35		33.5, 34, 33.7, 35	33.5, 34, 33.6, 33.7,			33.5, 34, 33.6, 33.7,		Undertaking	33.5, 34, 33.7, 35		33.5, 34	33.5, 34, 33.7, 35	33.5, 34, 33.7, 35, 37	33.5, 34, 33.7, 35, 37	33.5, 34, 33.7, 35, 37	33.5, 34, 33.7, 35		33.5, 34	33.5, 34, 33.7, 35	33.5, 34		33 5 34 33 7 35
34, 35, 29	34, 35, 34.7, 36					34, 35, 34.7, 36, 39.1, 34.6			29	36 7 NS 35 NS	34, 35, 34.7, 36		34, 35, 34.7, 36		34, 35	34, 35, 34.7, 36				34, 35, 34.6, 34.7, 36, 39.1	34, 35, 34.7, 36,	34.6	100			32 7 7 35 78
Yes	N/A	N/A	Yes	Yes	N/A	N/A	δ/N	N/A	Yes	\(\frac{\lambda}{2}\)	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	V/N
Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	> > >	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	N/A	You
\$15.77	\$383.28	\$6.04	\$448.89	\$437.23	N/A	\$877.49	\$8.14	\$6.44	\$235.13	\$781.86	\$399.11	\$18.21	\$964.29	N/A	\$2.44	\$960.56	\$13.04	\$13.41	\$91.32	\$1,666.51		\$708.24	\$164.57	\$52.34	N/A	¢10 81
\$7.10	N/A	N/A	\$737.25	\$206.35	N/A	N/A	A/N	N/A	\$335.28	δ/N	\$87.85	\$42.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	V/N
\$210.43	\$5,115.12	\$80.58	\$5,990.76	\$5,835.18	N/A	\$11,710.71	\$108.68	\$85.93	\$3,138.03	\$10 434 40	\$5,326.38	\$243.03	\$12,869.10	N/A	\$32.60	\$12,819.29	\$173.99	\$178.93	\$1,218.67	\$22,240.66		\$9,451.94	\$2,196.30	\$698.48	N/A	¢665 11

\$9,070.50	N/A	\$679.66	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$845.27	N/A	\$63.34	Yes	N/A		33.5, 34	31.3, 31.5, 31.7
\$11,015.92	N/A	\$825.43	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	N/A	N/A	N/A	N/A	1		
N/A	N/A	N/A	N/A	N/A			
\$2,197.42	N/A	\$164.65	Yes	N/A	34, 35	33.5, 34	
\$3,166.42	N/A	\$237.26	Yes	N/A	34, 35	33.5, 34, 33.7, 35	
N/A	N/A	N/A	N/A	N/A			
\$448.23	N/A	\$33.59	Yes	N/A		33.5, 34	
\$252.28	N/A	\$18.90	Yes	N/A		33.5, 34, 33.7, 35	
\$42,030.33	N/A	\$3,149.36	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	N/A	N/A	N/A	N/A			
\$1,479.71	\$255.97	\$110.88	Yes	Yes		41.3	39.3
\$6,078.75	N/A	\$468.46	Yes	N/A		33.5, 34, 33.7, 35	
\$4,045.11	N/A	\$303.10	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$9,288.82	N/A	\$696.02	Yes	N/A	34, 35	33.5, 34, 33.7, 35	
\$129.94	N/A	\$9.74	Yes	N/A	29, 42.3	29	
\$413.06	N/A	\$30.95	Yes	N/A	34, 35	33.5, 34	
\$16.73	N/A	\$1.25	Yes	N/A		33.5, 34	
\$1,152.23	N/A	\$86.34	Yes	N/A	34, 35	33.5, 34	
\$7,078.79	N/A	\$530.42	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$13,550.49	N/A	\$1,015.35	Yes	N/A	34, 35	33.5, 34, 33.7, 35	
					34, 35, 34.7, 36,	33.5, 34, 33.6, 33.7,	
\$8,032.60	\$102.28	\$601.89	Yes	Yes	34.6	35	31.3, 31.5
					34, 35, 34.7, 36,	33.5, 34, 33.6, 33.7,	
\$13,021.62	N/A	\$975.72	Yes	N/A	34.6	35	31.3, 31.5
\$6,220.18	N/A	\$466.08	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$7,072.27	N/A	\$529.93	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	N/A	N/A	N/A	N/A			
N/A	N/A	N/A	N/A	N/A			
\$459.34	N/A	\$34.42	Yes	N/A	34, 35	33.5, 34	

																			31.3, 31.5										
	33.5, 34			33.5, 34, 33.7, 35		33.5, 34		33.5, 34, 33.7, 35	33.5, 34	33.5, 34, 33.7, 35	33.5, 34		33.5, 34	33.5, 34, 33.7, 35		33.5, 34, Undertaking					Undertaking, 33.5, 34	33.5, 34, 33.7, 35	33.5.34.33.7.35	33.5, 34, 33.7, 35	29, 41.3	33.5, 34		41.3	
	34, 35			34, 35 34.7, 36		34, 35, 34.7, 36	34, 35, 34.7, 36	34, 35, 34.7, 36		34, 35, 34.7, 36	34, 35, 34.7, 36		34, 35, 34.7, 36	34, 35, 34.7, 36	34, 35, 34.7, 36	34, 35	34, 35, 34.7, 36,	34.6			34, 35	34, 35	34, 35, 34.7, 36, 34.6		29, 42.3		34, 35		1
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	A/N	N/A	Yes	N/A	N/A	Yes	.; .:
N/A	Yes	N/A	N/A	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	1	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
N/A	\$48.42	N/A	N/A	\$708.23	N/A	\$318.06	\$146.94	\$972.86	\$7.30	\$1,194.77	\$51.32	N/A	\$216.56	\$258.64	\$996.45	\$200.77	1	\$324.87	\$47.70	N/A	\$132.71	\$87.03	\$553.92	\$63.85	\$154.33	\$109.59	\$49.30	\$2.98	1
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$199.10	N/A	N/A	\$6.87	.,,
N/A	\$646.18	N/A	N/A	\$9,451.85	N/A	\$4,244.73	\$1,960.98	\$12,983.48	\$97.46	\$15,944.98	\$684.89	N/A	\$2,890.16	\$3,451.76	\$13,298.32	\$2,679.38		\$4,335.57	\$636.73	N/A	\$1,771.15	\$1,161.42	\$7.392.45	\$852.14	\$2,059.61	\$1,462.60	\$657.97	\$39.72	4 4

A 34, 35, 34.7, 36 33.7, 35, 33.5, 34	A	A 34, 35 33.5, 34, 33.7, 35	s 29, 41.3	s 41.3 39.3	s 29	A	A	33.5, 34, 33.6, 33.7,	34, 35, 34,7, 36	34, 35	A	34,35,34.7,36, A 39.1 33.5,34,33.7,35	A 33.5, 34	А	A 33.5, 34, 33.7, 35 31.3, 31.5,	A 34, 35 33.5, 34, 33.7, 35	А	А	A 34,35 33.5,34	A 34,35 33.5,34	A 34, 35, 34.7, 36	A 34,35 33.5,34	· ·	A 34, 35, 34.7, 36	34, 35,	34, 35,
N/A	N/A	N/A	Yes	Yes	Yes	N/A	N/A	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	A/N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A N/A	N/A N/A Yes
Yes	N/A	Yes	Yes	Yes	Yes	N/A	N/A	20,	Yes	Yes	N/A	Yes	Yes	N/A	Yes	Yes	N/A	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes N/A	Yes N/A Yes
\$358.28	N/A	\$151.75	\$16.52	\$13.36	\$352.83	N/A	N/A	¢1/11 EE	\$261.73	\$259.69	N/A	\$460.59	\$50.23	N/A	\$214.00	\$87.06	N/A	N/A	\$96.78	\$15.35	\$76.88	\$276.60	N/A	\$144.65	\$144.65 N/A	\$144.65 N/A \$89.34
N/A	N/A	N/A	\$24.67	\$19.95	\$503.11	N/A	N/A	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	A/N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A N/A	N/A N/A \$206.26
\$4,781.49	N/A	\$2,025.26	\$220.42	\$178.26	\$4,708.74	N/A	N/A	¢1 880 03	\$3.493.01	\$3,465.77	N/A	\$6,146.94	\$670.38	N/A	\$2,855.99	\$1,161.92	N/A	N/A	\$1,291.55	\$204.84	\$1,026.00	\$3,691.36	N/A	\$1,930.48	\$1,930.48 N/A	\$1,930.48 N/A \$1,192.33

					70 70 70 70		
	N/A	\$21.35	Yes	N/A	34.6	33.5, 34, 33.7, 35	
\$410.67	N/A	\$30.77	Yes	N/A		33.5, 34	
\$9,225.78	N/A	\$710.99	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$6,507.65	N/A	\$487.62	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$16,365.40	N/A	\$1,226.27	Yes	N/A	34, 35	33.5, 34	
	N/A	N/A	N/A	N/A			
\$1,426.00	N/A	\$106.85	Yes	N/A		33.5, 34, 33.7, 35	31.3, 31.5
\$17,584.36	N/A	\$1,355.14	Yes	N/A	34, 35	33.5, 34, 33.7, 35, 33.6	
\$317.95	\$30.37	\$23.82	Yes	Yes		29, 33.5, 33.7, 35	
\$259.87	\$44.72	\$19.47	Yes	Yes		41.3	
\$9,231.51	\$1,596.94	\$691.72	Yes	Yes		29	
\$550.36	\$95.21	\$41.24	Yes	Yes		29	
\$1,908.08	N/A	\$142.97	Yes	N/A	34, 35	33.5, 34	
\$531.26	N/A	\$39.81	Yes	N/A		33.5, 34	
N/A	N/A	N/A	N/A	N/A			
\$2,574.19	N/A	\$192.89	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35, 33.6	
\$968.05	N/A	\$72.54	Yes	N/A	34, 35	33.5, 34	
\$931.82	N/A	\$69.82	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$3,751.73	N/A	\$289.13	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	31.3, 31.5
\$264.53	\$44.10	\$19.82	Yes	Yes	34,		29
\$23.71	N/A	\$1.78	Yes	N/A		33.5, 34	
\$1,143.76	N/A	\$85.70	Yes	N/A	34, 35	33.5, 34, Undertaking	
					29, 42.3, 34, 34.7,		
\$1,424.01	\$121.27	\$106.70	Yes	Yes	36	41.3, 29, 33.5,	39.3
\$3,104.73	N/A	\$232.64	Yes	N/A	34, 35, 34.7, 36, 38	33.7, 35	
\$13,537.24	N/A	\$1,014.35	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	,
\$52.64	N/A	\$3.94	Yes	N/A		33.5, 34	
\$423.82	N/A	\$31.76	Yes	N/A	34, 35	33.5, 34	

													39.3															
33.5, 34, 33.7, 35		33.5, 34	33.7, 35, 33.5, 34	33.5, 34	33.5, 34	33.5, 34			33.5, 41.3, 29		33.5, 34, 33.7, 35		41.3, 29	29	Undertaking		33.5, 34, 33.7, 35	33.5, 34, 33.7, 35			33.5, 34, 33.7, 35	41.3			33.5, 34, 33.7, 35	33.5, 34	33.5, 34, 33.7, 35	
	34, 35, 34.7, 36	34, 35	34, 35, 34.7, 36	34, 35		34, 35, 34.7, 36		34, 35, 34.7, 36	42.3, 29		34, 35, 34.7, 36				34, 35, 34.7, 36	34, 35		34, 35, 34.7, 36		34, 35, 34.7, 36	34, 35, 34.7, 36		34, 35, 34.7, 36, 34.6		34, 35, 34.7, 36			
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	N/A	N/A	N/A	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A
Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	N/A	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	N/A
\$32.70	\$477.42	\$70.96	\$740.56	\$201.01	\$15.40	\$198.16	N/A	\$147.59	\$76.61	N/A	\$114.54	N/A	\$190.49	\$684.15	\$28.90	\$73.33	\$39.22	\$161.45	N/A	\$79.03	\$71.43	\$7.93	\$330.46	N/A	\$1,254.90	\$12.38	\$98.45	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$161.41	N/A	N/A	N/A	\$284.56	\$1,579.47	\$15.02	N/A	N/A	N/A	N/A	N/A	N/A	\$54.87	N/A	N/A	N/A	N/A	N/A	N/A
\$436.43	\$6,371.54	\$946.98	\$9,883.33	\$2,682.63	\$205.49	\$2,644.57	N/A	\$1,969.72	\$994.06	N/A	\$1,528.61	N/A	\$2,542.23	\$9,130.49	\$385.75	\$978.68	\$523.36	\$2,154.70	N/A	\$1,054.69	\$953.31	\$105.79	\$4,410.25	N/A	\$16,747.53	\$165.19	\$1,313.85	N/A

	33.5, 34, 33.7, 35		-	-	-	-	1, 33.7, 35	33.5, 34, 33.7, 35		1		1	-	6	33.5, 34, 33.7, 35, 33.6	t		4	4	4	4	4, 29				34, 33.7, 35	4	_
	33.5, 34	33.5, 34	33.5, 34	33.5, 34	33.5, 34	33.5, 34	33.5, 34,	33.5, 34	41.3	33.5, 34		33.5, 34	33.5, 34	41.3, 29	33.5, 3,	33.5, 34		33.5, 34	33.5, 34	33.5, 34	33.5, 34	33.5, 34,				33.5, 3,	33.5, 34	33 5 34
	34, 35	34, 35, 34.7, 36	34, 35, 34.7, 36	34, 35, 34.7, 36	34, 35	34, 35		34, 35, 34.7, 36	42.3, 29	34, 35, 34.7, 36	34, 35, 34.7, 36		34, 35, 34.7, 36	42.3, 29		34, 35, 34.7, 36	34, 35, 34.7, 36,	34.6		34, 35	34, 35, 34.7, 36	34, 35				34, 35, 34.7, 36	34, 35, 34.7, 36	24 JE
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	Yes	N/A	N/A		N/A	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	0/14
N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes	N/A	N/A	N/A	Yes	Yes	,,
N/A	\$157.84	\$17.96	\$45.42	\$22.93	\$684.03	\$21.99	\$24.06	\$427.89	\$71.78	\$347.69	\$25.44	\$88.28	\$168.55	\$85.95	\$81.70	\$9.04		\$228.47	\$16.28	\$227.69	\$511.02	\$38.23	N/A	N/A	N/A	\$397.28	\$116.93	70000
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$107.22	N/A	N/A	N/A	N/A	\$198.42	N/A	N/A		N/A	N/A	N/A	N/A	\$16.24	N/A	N/A	N/A	N/A	N/A	
N/A	\$2,106.48	\$239.71	\$606.13	\$306.06	\$9,128.80	\$293.41	\$321.08	\$5,710.49	\$957.91	\$4,640.19	\$339.51	\$1,178.20	\$2,249.36	\$1,147.03	\$1,090.32	\$120.64		\$3,049.13	\$217.28	\$3,038.63	\$6,819.85	\$509.98	N/A	N/A	N/A	\$5,301.94	\$1,560.47	

						34, 35, 34.7, 36,		
\$23,894.40	14.40	N/A	\$1,790.42	Yes	N/A	34.6	33.5, 34	
\$691.84	14	N/A	\$51.84	Yes	N/A	34, 35	33.5, 34	
\$6 037 48	48	A/N	\$452.39	Yes	A/N	34.35	33.5, 34, Undertaking, 33.7, 35	
\$6,005.57	.57	N/A	\$450.00	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$16,074.17	74.17	N/A	\$1,204.45	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$142.22	12	N/A	\$10.66	Yes	N/A		33.5, 34	
			-			34, 35, 34.7, 36,		
\$18,013.96	.3.96	N/A	\$1,349.80	Yes	N/A	34.6	33.5, 34	
\$3,539.62	.62	\$77.78	\$265.23	Yes	Yes	34, 35, 34.7, 36	Undertaking, 33.7, 35, 33.5, 34	
\$10.16		\$1.76	\$0.76	Yes	Yes			39.3
\$120.30	30	N/A	\$9.01	Yes	N/A		33.5, 34	
\$46.88	~	N/A	\$3.51	Yes	N/A		33.5, 34	
68 678 075	08 01	٥/٧	\$3,060,91	Yes	V/A	34, 35, 34.7, 36, 34.6	33.5, 34, 33.6, 33.7, 35	
\$2,855.80	5.80	N/A	\$213.99	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A		N/A	N/A	N/A	N/A			
\$13.12	61	N/A	\$6.0\$	Yes	N/A		33.5, 34	
N/A		N/A	N/A	N/A	N/A			
1			0			34, 35, 34.7, 36,		
\$4,418.64	3.64	N/A	\$331.09	Yes	N/A	34.b		
\$4,511.82	1.82	N/A	\$338.07	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A		N/A	N/A	N/A	N/A			
\$1,027.72	7.72	\$63.74	\$79.20	Yes	Yes	34, 35, 34.7, 36, 29	33.5, 34, 33.7, 35	31.3, 31.5
\$849.91	91	N/A	\$63.68	Yes	N/A	34, 35, 34.7, 36		
\$538.88	38	\$25.59	\$40.38	Yes	Yes		29	31.3,
\$3,598.68	3.68	N/A	\$269.65	Yes	N/A	34, 35	33.5, 34	
					-	34, 35, 34.7, 36,		
\$19,802.86	02.86	N/A	\$1,483.84	Yes	N/A	34.6		
\$2,413.15	3.15	N/A	\$180.82	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	

	N/A	\$58.60	Yes	N/A		33.5, 34	
\$1,704.36	N/A	\$127.71	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$22,020.86	N/A	\$1,650.04	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$3,497.50	\$0.95	\$262.07	Yes	Yes	34, 35, 34.7, 36, 29	33.5, 34	
\$1,939.38	N/A	\$145.32	Yes	N/A	34, 35, 34.7, 36, 39.1	33.5.34	
N/A	N/A	N/A	N/A	N/A			
\$387.79	N/A	\$29.06	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$53.68	N/A	\$4.02	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$1,732.26	N/A	\$129.80	Yes	N/A	34, 35	33.5, 34	
\$617.52	N/A	\$46.27	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$71.60	\$12.36	\$5.52	Yes	N/A		41.3	
\$20.37	N/A	\$1.53	Yes	N/A	34, 35		
\$3,409.87	\$589.87	\$255.50	Yes	Yes		33.5, 34, 29	31.3, 31.5, 29
\$10,818.13	N/A	\$810.61	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	N/A	N/A	N/A	N/A			
\$482.22	N/A	\$36.13	Yes	N/A		33.5, 34, 33.7, 35	
\$571.22	N/A	\$42.80	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$474.25	N/A	\$35.54	Yes	N/A	34, 35	33.5, 34	
\$776.71	Ø/N	\$54.45	>d>	Ø/N		33.5, 34, 33.6, 33.7,	
N/A	N/A	N/A	N/A	N/A			
\$101.65	\$17.58	\$7.62	Yes	Yes		41.3	39.3
\$2,276.91	N/A	\$170.61	Yes	N/A	34, 35	33.5, 34	
\$872.38	N/A	\$65.37	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$183.54	N/A	\$13.75	Yes	N/A		33.5, 34	
\$1,804.58	N/A	\$135.22	Yes	N/A	34, 35	33.5, 34	
\$2,922.73	N/A	\$219.00	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$362.25	\$40.55	\$27.14	Yes	Yes		29, 41.3	
\$10,886.76	N/A	\$815.75	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$503.43	N/A	\$37.72	Yes	N/A		33.5, 34	31.3, 31.5

																												9	
				39.3							31.3, 31.5									39.3				*	39.3. 29			31.3, 31.5, 29	
33.5, 34		33.5, 34		41.3		33.5, 34, 33.7, 35	33.5, 34, 33.7, 35	33.5, 34	33.5, 34	33.5, 34, 33.7, 35, 37	33.5, 34	33.5, 34, 33.7, 35	33.5, 34	33.5, 34	33.5, 34, 33.7, 35		33.5, 34, 33.7, 35	33.5, 34	33.5, 34	41.3			33.5, 34	33.5. 34. 33.7. 35	33.5, 33.7, 35, 29	33.5, 34,	Undertaking, 33.7,	35, 29	
34, 35, 34.7, 36	34, 35, 34.7, 36		34, 35, 34.7, 36, 34.6				34, 35, 34.7, 36	34, 35	34, 35		34, 35	1		34, 35	34, 35, 34.7, 36		34, 35		34, 35, 34.7, 36		34, 35, 34.7, 36	34, 35, 34.6, 34.7,	36	34, 35, 34.7, 36, 34.6			34, 35, 29, 34.7, 36,	34.6	
N/A	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes	N/A		N/A	A/N	Yes			Yes	V/ IV
Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes			Yes	٧/١٧
\$47.56	\$154.82	\$172.18	\$2,806.52	\$6.95	N/A	\$63.44	\$1,201.73	\$72.74	\$65.44	\$42.22	\$221.79	\$15.75	\$14.15	\$17.62	\$949.27	N/A	\$47.84	\$2.95	\$569.52	\$11.35	\$374.96		\$488.12	\$480.92	\$44.52			\$705.04	V/ 14
N/A	N/A	N/A	N/A	\$16.04	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$16.95	N/A		N/A	Ø/N	\$50.35		v	\$1,213.80	× 14
\$634.75	\$2,066.22	\$2,297.89	\$37,454.91	\$92.70	N/A	\$846.64	\$16,037.95	\$970.82	\$873.33	\$563.45	\$2,959.90	\$210.23	\$188.83	\$235.20	\$12,668.70	N/A	\$638.51	\$39.38	\$7,600.58	\$151.43	\$5,004.14		\$6,514.31	¢6 418 17	\$594.17			\$9,409.27	47.14

\$30,630.72	\$1,812.34	\$2,295.18	Yes	Yes	34, 35, 34.7, 36, 34.6	33.5, 34	
\$737.18	N/A	\$56.81	Yes	N/A		33.5, 34	31.3, 31.5
\$4,230.55	N/A	\$317.00	Yes	N/A	34, 35	33.5, 34	
\$7,193.44	N/A	\$554.36	Yes	N/A		33.5, 34, 33.7, 35, 37	
\$1,861.74	\$198.92	\$139.50	Yes	Yes		29	
N/A	N/A	N/A	N/A	N/A			
\$297.64	N/A	\$22.30	Yes	N/A	34, 35, 34.7, 36		
N/A	N/A	N/A	N/A	N/A			
\$4,388.74	N/A	\$328.85	Yes	N/A	34, 35, 34.7, 36		
\$20,677.41	N/A	\$1,549.37	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$63.32	N/A	\$4.74	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$5,971.17	\$1,032.94	\$447.42	Yes	Yes		41.3, 29	39.3, 29
\$4,657.42	N/A	\$348.98	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	N/A	N/A	N/A	N/A			
N/A	N/A	N/A	N/A	N/A			
N/A	N/A	N/A	N/A	N/A			
N/A	N/A	N/A	N/A	N/A			
\$33,306.32	N/A	\$2,495.66	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$2,538.45	N/A	\$190.21	Yes	N/A		33.5, 34	31.3, 31.5
\$5,203.79	N/A	\$389.92	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
N/A	N/A	N/A	N/A	N/A			
\$3,037.17	N/A	\$227.58	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$11,691.59	N/A	\$876.06	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$2,421.57	N/A	\$181.45	Yes	N/A	34, 35, 34.7, 36		
\$436.02	N/A	\$32.67	Yes	N/A	34, 35	33.5, 34	
\$584.00	\$62.40	\$43.76	Yes	Yes		41.3	
\$395.31	N/A	\$29.62	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	31.3, 31.5
\$1,177.91	\$130.78	\$88.26	Yes	Yes		41.3, 33.5,	39.3
	1	, t	>	2	34, 35, 34.7, 36,		-
\$21,234.16	\$133.57	\$1,591.09	Yes	Yes	34.6		

\$21/17\$	\$101.78	Yes	Yes	29	33.5, 29	31.3, 31.6
N/A	\$119.20	Yes	N/A	29	33.5, 29	31.3, 31.6
N/A	\$404.22	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	\$102.14	Yes	N/A	34, 35	33.5, 34	
N/A	\$85.29	Yes	N/A	34, 35	33.5, 34, 33.7, 35	
N/A	\$403.63	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	N/A	N/A	N/A			
\$289.42	\$202.97	Yes	Yes		29	
				34, 35, 34.7, 36,		
\$446.61	\$683.40	Yes	Yes	34.6		
N/A	\$156.15	Yes	N/A	34, 35	33.5, 34, 33.7, 35	
N/A	N/A	N/A	N/A			
N/A	\$41.53	Yes	N/A	34, 35	33.5, 34	
N/A	\$1,079.88	Yes	N/A	34.6, 34.7, 36, 34, 35	33.5, 34, 33.6, 33.7, 35	31.3, 31.5, 31.7, 29
N/A	\$307.02	Yes	N/A	34, 35, 34.7, 36, 39.1	33.5, 34	
N/A	\$962.52	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	\$1,468.66	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
N/A	\$1,302.64	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$21.01	\$53.74	Yes	Yes	34,	41.3, 33.5, 33.7, 35	
N/A	\$39.05	Yes	N/A		33.5, 34, 33.7, 35	
N/A	\$1.53	Yes	N/A		33.5, 34	
N/A	\$30.76	Yes	N/A		33.5, 34	
\$9.54	\$6.58	Yes	Yes		41.3	39.3
N/A	\$140.05	Yes	N/A	34, 35	33.5, 34	
				42.3, 34, 29, 34.7,	41.3, 29, 33.5, 33.7,	
\$580.97	\$436.56	Yes	Yes	36	35	
N/A	N/A	N/A	N/A			
\$649.30	\$410.39	Yes	Yes	34, 35, 34.7, 36, 34.6	33.5, 34, 33.7, 35	
	N/A N/A N/A N/A N/A N/A N/A N/A		\$119.20 \$404.22 \$404.22 \$404.22 \$403.63 N/A \$202.97 \$156.15 N/A \$1,079.88 \$1,079.88 \$1,468.66 \$1,302.64 \$1,302.64 \$1,302.64 \$1,302.64 \$1,302.64 \$1,302.64 \$1,302.64 \$1,302.64 \$1,302.64 \$1,468.66 \$1	\$119.20	\$119.20	\$119.20 \$119.20 \$119.20 \$102.14 \$102.14 \$102.14 \$102.14 \$102.14 \$102.14 \$102.14 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.214 \$100.215 \$100.214 \$100.215 \$100.214 \$100.215 \$100.214 \$100.215 \$100.216 \$100

	\$84.17 \$84.17 N/A N/A
\$5.81 N/A	≥ 2.8
\$1,347.61	1,3
\$16.40	16
\$28.74	28
\$797.97	79
\$175.15	17
N/A	<
\$383.44	38
¢1 075 06	0
A/N	<u>}</u>   ₹
\$167.82	16
\$58.94	58
\$98.94	98
\$500.64	20
N/A	Y.
N/A	*
\$202.65	22
\$17.25	1
\$2,789.35 \$1,208.22	7
\$1,169.79	7
\$10.07	771
\$52.51	

\$12,049.50	N/A	\$928.60	Yes	N/A		33.5, 34, 33.7, 35, 38.1	31.3, 31.5, 31.7, 31.6
\$1,190.72	N/A	\$89.22	Yes	N/A		33.5, 34	
\$1,601.26	N/A	\$119.98	Yes	N/A	34, 35	33.5, 34	
\$148.71	N/A	\$11.14	Yes	N/A		33.5, 34	
\$250.89	N/A	\$18.80	Yes	N/A		33.5, 34, 33.7, 35	4
N/A	N/A	N/A	N/A	N/A			
\$211.62	N/A	\$15.86	Yes	N/A			31.3, 31.5
\$662.54	N/A	\$49.64	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$891.59	N/A	\$66.81	Yes	N/A	34, 35	33.5, 34	
\$78,360.19	N/A	\$5,799.82	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35, 38.1	31.3, 31.5, 31.7
\$6,823.20	\$419.59	\$511.27	Yes	Yes	34, 35, 34.7, 36, 34.6	33.5, 34	,
\$10.775.24	N/A	\$807.40	Yes	A/N	34, 35, 34.6, 34.7, 36, 39.1	33.5, 34	
N/A	N/A	N/A	N/A	N/A			
\$9,911.39	N/A	\$742.67	Yes	N/A	34, 35		
\$3,173.11	N/A	\$237.76	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$683.46	N/A	\$51.21	Yes	N/A	34, 35	33.5, 34	
\$912.07	N/A	\$68.34	Yes	N/A	34, 35	33.5, 34	
\$1,081.05	N/A	\$81.00	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$48,132.77	N/A	\$3,709.36	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$381.06	N/A	\$28.55	Yes	N/A		33.5, 34	
N/A	N/A	N/A	N/A	N/A			
\$3,043.89	N/A	\$228.08	Yes	N/A	34, 35	33.5, 34, 33.7, 35	
\$3,873.22	N/A	\$290.22	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$6,860.33	N/A	\$514.05	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	31.3, 31.5
N/A	N/A	N/A	N/A	N/A			
\$7,707.57	N/A	\$577.53	Yes	N/A	34, 35	33.5, 34, Undertaking	
\$842.26	N/A	\$63.11	Yes	A/N	34.35	33 5 34	

	N/A	N/A	N/A	N/A			
\$1,093.78	N/A	\$81.96	Yes	N/A	34, 35	33.5, 34	
\$309.59	\$53.55	\$23.20	Yes	Yes	42.3		
\$1,112.92	N/A	\$83.39	Yes	N/A		33.5, 34, 33.7, 35	
\$269.74	N/A	\$20.21	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
N/A	N/A	N/A	N/A	N/A			
N/A	N/A	N/A	N/A	N/A			
\$1,216.29	N/A	\$91.14	Yes	N/A	34, 35	33.5, 34	
		,	;	;		33.5, 34, 33.7, 35,	
\$6,027.65	N/A	\$451.66	Yes	N/A	34, 35, 34.7, 36	38.1	
\$30.49	\$3.41	\$2.28	Yes	Yes			39.3
\$2,291.85	N/A	\$171.73	Yes	N/A	34, 35	33.5, 34	
N/A	N/A	N/A	N/A	N/A			
\$427.35	N/A	\$32.02	Yes	N/A		33.5, 34	
\$1,783.80	\$55.08	\$133.66	Yes	Yes		33.5, 34, Undertaking	
N/A	N/A	N/A	N/A	N/A			
\$3,494.96	N/A	\$261.88	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$5,587.16	N/A	\$418.65	Yes	N/A	34, 35, 34.7, 36		
					N/A, 34, 35, 34.7,		
\$826.64	N/A	\$61.94	Yes	N/A	36	Undertaking, 33.5, 34	
\$993.77	\$111.30	\$74.46	Yes	Yes		29, 41.3	
\$38.78	\$4.34	\$2.91	Yes	Yes		41.3	
\$4,412.29	N/A	\$330.62	Yes	N/A		33.5, 34, 33.7, 35	
\$4,078.52	N/A	\$305.61	Yes	N/A	34, 35	33.5, 34	
\$596.78	N/A	\$44.72	Yes	N/A			31.3, 31.5
\$875.39	N/A	\$67.46	Yes	N/A	42.3, 29	33.5, 34	31.3, 31.5
\$1,980.41	\$188.13	\$152.62	Yes	Yes	42.3, 29	33.5,	31.3
\$5,277.28	N/A	\$395.43	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$246.78	N/A	\$18.49	Yes	N/A		33.5, 34	
\$138.54	N/A	\$10.38	Yes	N/A	34, 35	33.5, 34	
N/A	N/A	N/A	N/A	N/A			

\$11,878.17	N/A	\$890.04	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$221.31	N/A	\$16.58	Yes	N/A	34, 35	33.5, 34	
\$41,143.79	N/A	\$3,082.93	Yes	N/A	34, 35, 34.7, 36		
\$338.68	\$58.45	\$26.10	Yes	Yes		41.3, 29	
						33.5, 34, 33.6, 33.7,	
\$1,963.51	N/A	\$147.13	Yes	N/A	34, 35	35	
\$386.98	N/A	\$29.00	Yes	N/A		33.5, 34, 33.7, 35, 37	
\$1,597.73	N/A	\$119.72	Yes	N/A		33.5, 34, 33.7, 35	
\$1,601.39	N/A	\$119.99	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$9.42	N/A	\$0.71	Yes	N/A	34, 35	33.5, 34	
\$1,054.34	\$10.89	\$81.25	Yes	Yes		29	31.3
\$2,379.62	\$411.64	\$178.31	Yes	Yes	42.3	29, 41.3	
\$5,163.96	N/A	\$386.94	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$1,340.39	\$61.26	\$103.30	Yes	Yes		41.3, 33.5, 34	31.3, 31.5, 31.6, 31.7
\$3.584.65	\$276.78	\$268.60	Yes	Yes		33.5, 29, 33.7, 35, 41.3	
						41.3, 29, 33.5, 33.6,	
\$10,409.21	\$1,765.91	\$779.89	Yes	Yes	29, 42.3	33.7, 35	39.3, 31.3, 31.6
N/A	N/A	N/A	N/A	N/A			
N/A	N/A	N/A	N/A	N/A			
\$562.41	N/A	\$42.14	Yes	N/A		33.5, 34	
N/A	N/A	N/A	N/A	N/A			
N/A	N/A	N/A	N/A	N/A			
\$717.84	\$76.70	\$53.79	Yes	Yes		41.3	
N/A	N/A	N/A	N/A	N/A			
\$927.78	N/A	\$69.52	Yes	N/A	34, 35, 34.7, 36	33.5, 34	
\$11,415.98	N/A	\$855.41	Yes	N/A	34, 35, 34.7, 36	33.5, 34, 33.7, 35	
\$814.10	N/A	\$61.00	Yes	N/A	34, 35, 34.7, 36		
\$6,358.91	\$1,100.01	\$476.48	Yes	Yes	42.3	29, 41.3	
\$322 84	N/A	\$24.19	Yes	A/N	34.35	33 5 34	

							36.1, 31.7			42.3					
33.5, 34	41.3, 33.5, 29			33.5, 34	33.5, 34, 33.7, 35,	33.6		33.5, 34	33.5, 34, 33.7, 35	42.3, 29		33.5, 34	33.5, 34	33.5, 34	
	42.3, 29			34, 35				34, 35, 34.7, 36	34, 35			34,35		34, 35	
N/A	Yes	N/A	N/A	N/A		Yes	N/A	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A
Yes	Yes	N/A	N/A	Yes		Yes	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	N/A
\$1.55	\$127.53	N/A	N/A	\$19.60		\$407.07	\$45.19	\$624.10	\$340.17	\$32.57	N/A	\$13.66	\$38.53	\$55.38	N/A
N/A	\$266.61	N/A	N/A	N/A		\$147.80	N/A	N/A	N/A	\$75.19	N/A	N/A	N/A	N/A	N/A
\$20.64	\$1,701.92	N/A	N/A	\$261.54		\$5,432.57	\$603.06	\$8,328.98	\$4,539.75	\$434.63	N/A	\$182.26	\$514.18	\$739.08	N/A
	Orlando 10														

#### ATTACHMENT A

# **Dear Colleagues**

I write to advise you of our ongoing work to ensure we have identified and corrected any errors or processes that have led to any underpayment of current and former QUT staff.

Commencing in October 2021, QUT voluntarily disclosed contraventions of the *Queensland University of Technology Enterprise Agreement (Professional Staff) 2014-2017* and the *Queensland University of Technology Enterprise Agreement (Professional Staff) 2018-2021* to the Fair Work Ombudsman (FWO).

The contraventions related to failing to correctly pay time-off-in-lieu of overtime, overtime and overtime related entitlements to casual, fixed-term and ongoing professional staff. These were identified as part of the initial audit of QUT work areas, and any underpayment of staff has now been paid.

We sincerely and unreservedly apologise. We are committed to resolving any issues that occurred and taking action so that staff are paid appropriately and receive their full entitlements.

Since 2021, we have been working with the FWO to rectify these issues and on <insert day/date> entered into an Enforceable Undertaking. An Enforceable Undertaking is a formal, legally binding agreement with the FWO that sets out how we will identify and rectify any underpayments, strengthen our systems, and ensure compliance with Commonwealth workplace laws.

This has been a highly complex and comprehensive process. The finalisation and release of the Enforceable Undertaking by FWO means we can now communicate directly with current and former employees about this undertaking.

As outlined in the Enforceable Undertaking, we will shortly commence a comprehensive review of all employee entitlements paid to all professional staff, sessional academic staff and educators in QUT College/International College and rectify any further underpayments identified by the review.

It should be noted that ongoing and fixed-term academic staff are not affected as they have different entitlements in their Enterprise Agreements, including no overtime provisions.

The comprehensive review will commence from the below periods which are the commencement dates of the Professional and Academic Staff Enterprise Agreements 2018-2021:

- 25 September 2019 for professional staff; and
- 13 August 2019 for sessional academic staff and educators in QUT College / International College.

Staff who have already had their entitlements reviewed in the earlier audit will not be assessed again as part of the comprehensive review contained in the Enforceable Undertaking. QUT will

also undertake a number of activities to ensure its ongoing compliance, including systems improvements and training.

We understand that this correspondence may raise questions and concerns. To address these, a dedicated employee hotline has been established, independently operated by KPMG, to assist with enquiries. KPMG can be contacted on [insert phone number] or [insert mechanism email] and, if required, on a confidential basis.

If you would like to discuss your concerns directly with QUT you can visit the QUT website [insert link], which includes Frequently Asked Questions and contact details. We will make every effort to resolve your enquiry within 14 days of receipt and commit to maintaining open communication with you about the progress of your enquiry.

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

We recognise you may be disappointed and again apologise unreservedly to any staff who have been affected. You have our commitment that we are taking action to make this right. Getting this correct isn't just about compliance — it's about honouring the trust you place in us and the valuable work you do every day.

Thank you for your continued contributions to our university community.

Yours sincerely

Vice-Chancellor and President

#### ATTACHMENT B

Dear Colleagues,

As you may be aware, the Vice-Chancellor, Professor Margaret Sheil has written to current and former employees advising that QUT has entered into an Enforceable Undertaking with the Fair Work Ombudsman (FWO).

An Enforceable Undertaking is a formal, legally binding agreement with the FWO that sets out how we will identify and rectify any underpayments, strengthen our systems, and ensure compliance with Commonwealth workplace laws.

This followed QUT voluntarily disclosing contraventions of the *Queensland University of Technology Enterprise Agreement (Professional Staff) 2014-2017* and the *Queensland University of Technology Enterprise Agreement (Professional Staff) 2018-2021* to the FWO. The contraventions related to failing to correctly pay time-off-in-lieu of overtime, overtime and overtime related entitlements to casual, fixed-term and ongoing professional staff.

As outlined in the Enforceable Undertaking, we will shortly commence a comprehensive review of all employee entitlements paid to all professional staff, sessional academic staff and educators in QUT College/International College and rectify any further underpayments identified by the review.

The comprehensive review will commence from the below periods which are the commencement dates of the Professional and Academic Staff Enterprise Agreements 2018-2021:

- 25 September 2019 for professional staff; and
- 13 August 2019 for sessional academic staff and educators in QUT College / International College.

You are receiving this correspondence as you have been identified as a current or former employee covered by a relevant Enterprise Agreement and will have your records reviewed as part of the Undertaking.

The objective of this further review is to ensure that any underpayments to professional employees, sessional academic employees and educators in QUT College/International College are identified and rectified. QUT is committed to providing payments to any affected employees within 90 days of an underpayment being identified, confirmed and rectified. This payment will include interest on any payment owed to you.

We are working through individual reviews as quickly as possible. Due to the complex and thorough nature of this process, it is expected to take up to two years for this review to be fully complete. We will undertake the review in staff cohorts and further detailed information is available in the Frequently Asked Questions.

We understand that this correspondence may raise questions and concerns. To address these a dedicated employee hotline has been established, independently operated by KPMG, to assist

with enquiries. KPMG can be contacted on [insert phone number] or [insert mechanism email] and, if required, on a confidential basis.

If you would like to discuss your concerns directly with QUT you can visit the QUT website [insert link], which includes Frequently Asked Questions and contact details. We will make every effort to resolve your enquiry within 14 days of receipt and commit to maintaining open communication with you about the progress of your enquiry.

Alternatively, you can contact the FWO directly via <a href="www.fairwork.gov.au">www.fairwork.gov.au</a> or on 13 13 94.

You have our commitment that we are taking action to make this right and we appreciate your patience as we work through this process.

Yours sincerely Chief People Officer