



ENFORCEABLE UNDERTAKING

This undertaking is **given** by Central Queensland University ABN 39 181 103 288 and **accepted** by the Fair Work Ombudsman pursuant to section 715 of the *Fair Work Act 2009* (Cth).

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 Central Queensland University (ABN 39 181 103 288) (**CQUniversity**).

COMMENCEMENT

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

BACKGROUND

3. CQUniversity is a public university incorporated by the *Central Queensland University Act 1998* (Qld). It operates thirteen campuses in Australia and as of 24 June 2026, employs 3,885 employees in three categories of employment – academic, VET educator and professional roles, consisting of 1,810 continuing employees, 351 fixed term employees, and 1,724 casual employees.
4. CQUniversity 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, **the Governance Obligations**).

Wage Integrity Review and Self-Report to the FWO

5. On 5 April 2023, CQUniversity self-reported to the FWO its intention to commence a comprehensive review to identify and remediate potential underpayments of its employees, referred to as its '**Wage Integrity Review**'.
6. Following consultation with various stakeholders, CQUniversity subsequently established a project team to implement, and a governance group to oversee, the remediation program (**Remediation Program**). The team established a methodology for the Remediation Program which included creating an outline of initial risk areas, undertaking a detailed analysis and review of one risk area at a time, and calculating the potential underpayments. The FWO understands that the scope of the Remediation Program examined potential underpayments from the period 1 May 2016 – 1 May 2022

for Student Residential Advisors and the period 18 February 2017 - 1 May 2022 (collectively, **Relevant Periods**) for all other employees both past and present of CQUniversity.

7. CQUniversity continued to assess its compliance in respect of various entitlements beyond the Relevant Periods and has remedied any further underpayments identified. CQUniversity considers itself compliant as at the respective dates specified in relation to each entitlement as listed in Attachment A (**Remediation Period**).
8. The Remediation Program is aimed at remediating non-compliance with:
 - a. the *Central Queensland University Enterprise Agreement 2023* (**2023 EA**);
 - b. the *Central Queensland University Enterprise Agreement 2017* (**2017 EA**); andthe *Central Queensland University Enterprise Agreement 2012* (**2012 EA**),
(collectively, the **CQUniversity EAs**).
9. As part of its progress on the Remediation Program to date, CQUniversity has identified that its non-compliance has primarily arisen from a combination of:
 - a. insufficient awareness of the entitlements of staff and supervisors;
 - b. inadequate application of control mechanisms over timesheet processing and approval;
 - c. the complexity of the applicable enterprise agreement terms;
 - d. lack of experienced payroll staff due to loss of institutional knowledge with increased levels of turnover and retirement of staff with considerable service periods;
 - e. lack of automation;
 - f. human error; and
 - g. deficiencies in payroll processes and systems.
10. In correspondence with the FWO between 2023 and 2026, CQUniversity has kept the FWO apprised of its progress in identifying and remediating underpayments.

Interest

11. As part of the Remediation Program, CQUniversity has committed to paying interest on any underpayments of wages and superannuation it identifies in respect of the Relevant Periods (and where relevant, extending to the date CQUniversity considers itself compliant in accordance with Attachment A). Such interest is to be calculated as simple interest, accruing from the date the underpayment arose to the date of payment, at the relevant Federal Court pre-judgment interest rate of 7.6%.

Completed Remediation Areas

12. As at 24 June 2026, CQUniversity completed remediation in respect of the following risk areas in respect of the Relevant Periods:

- a. Fractional Paid Parental Leave;
- b. Flexible Work Year 48/52 and Purchased Leave Scheme;
- c. Student Residential and Senior Residential Advisors;
- d. Academic Progression;
- e. First Aid Allowance;
- f. Paid Meal Allowance during overtime;
- g. Pre-Retirement Salary Loading; and
- h. Cash out annual leave

(collectively, the **Completed Remediation Areas**).

13. As at 24 June 2026, CQUniversity had identified and calculated underpayments arising from the Completed Remediation Areas for 875 current and former employees (**Affected Employees**) for the period 2 May 2022 – 31 May 2026:

- a. \$807,521.81 in wages (**Wage Underpayment**);
- b. \$181,505.28 in interest on the Wage Underpayment (**Wage Interest Amount**);
- c. \$216,463.63 in superannuation (**Superannuation Amount**); and
- d. \$65,245.13 in interest on the Superannuation Amount (**Superannuation Interest Amount**).

In Progress Remediation Areas

14. As at 24 June 2026, the following areas identified in CQUniversity's Remediation Program remain in progress and are currently under review by CQUniversity:

- a. Casual Minimum Engagement – clause 13.17, clause 14.2, clause 15.2.3, clause 37.2, clause 37.4 and schedule 3 clauses 3 and 7.2.3 of the 2023 EA and clause 8.4, clause 15.2, clause 16.2.3, clause 38.3, clause 38.5 schedule 3 clause 7.2.3 and Annexure A undertaking 7 of the 2017 EA and clause 44.3, clause 48.2 and schedule 4 clause 7.2.3 of the 2012 EA;
- b. Span of hours and penalties (including overtime) – clause 14.3.1, clause 14.7, clause 15.3, 15.5.3, clause 37.2, 37.3 and clause 37.4 of the 2023 EA and clause 15.3.1, clause 15.7, clause 16.3, clause 16.5.4, clause 38.3, clause 38.4 and clause 38.5 of the 2017 EA and clause 451, clause 45.2, clause 46.4, clause 48.2 and clause 48.4 of the 2012 EA;
- c. Casual Academic Staff (PhD) – clause 13.16 and clause 29.4 of the 2023 EA and clause 14.11 and clause 30.3.1 of the 2017 EA and clause 17.4 of the 2012 EA; and
- d. Annual Leave Loading – clause 39.1 of the 2023 EA, clause 40 of the 2017 EA and clauses 50.2 of the 2012 EA.

(collectively, the **In Progress Remediation Areas** or **IPRA**).

15. As at the Commencement Date, CQUniversity is still in the process of identifying the CQUniversity

current and former employees impacted by the In Progress Remediation Areas (**Further Affected Employees**). The quantum of any associated potential underpayments is not yet known.

16. CQUniversity has committed to rectifying any associated underpayments relating to the In Progress Remediation Areas as soon as practicable, including paying interest on outstanding wages and superannuation in accordance with clause 11 of this Undertaking, with the expectation that remediation payments will be completed within the timeframes set out in clauses 31 to 34 of this Undertaking.

Ensuring future compliance

17. CQUniversity has implemented policy and control changes to prevent any further underpayments and will undertake ongoing compliance monitoring, as set out in clauses 37 to 72 of this Undertaking. The FWO acknowledges the cooperation by CQUniversity, as well as the prompt and comprehensive disclosure of information and admissions it has made.
18. The FWO also acknowledges CQUniversity's commitment to establishing and implementing comprehensive institution-wide systems and processes designed to avoid any future similar underpayments occurring, including but not limited to, the Undertakings outlined in clauses 37 to 72 below.
19. In consideration of these matters, the FWO accepts this Undertaking in the terms set out below.

ADMISSIONS

20. The FWO has formed a reasonable belief, and CQUniversity admits, that during the Relevant Periods, CQUniversity contravened:
- a. section 50 of the FW Act as set out in **Attachment A**, by failing to pay each Affected Employee the wage and/or benefits that they were entitled to receive in relation to:
 - i. clause 9.5 of the 2023 EA - Purchased Leave Scheme;
 - ii. clause 9.5 of the 2017 EA and clause 13.5 of the 2012 EA - Flexible Work Arrangements;
 - iii. clause 14.7.9 of the 2023 EA, clause 15.7.9 of the 2017 EA and clause 45.3 (viii) of the 2012 EA - Meal Allowance during overtime;
 - iv. clause 37.2 of the 2023 EA, clause 38.3 of the 2017 EA and clause 48.2 of the 2012 EA - Work on public holidays – Professional Staff and VET Educators;
 - v. clause 39 of the 2023 EA, clause 40 of the 2017 EA and clauses 50.2 of the 2012 EA - Leave entitlements;
 - vi. clause 34 of the 2023 EA, clause 35 of the 2017 EA and clause 38 of the 2012 EA - First Aid Allowance;
 - vii. clause 40 of the 2023 EA, clause 41 of the 2017 EA and clause 56 of the 2012 EA -

Parental Leave;

- viii. clause 13.16 of the 2023 EA, clause 14.11 of the 2017 EA and clause 17.4 of the 2012 EA - Academic promotion for academic employees and Principal Research Employees;
- ix. clause 14.3.1 and clause 15.3 of the 2023 EA, clause 15.3.1, clause 16.3 and Annexure A undertaking 7 of the 2017 EA and clause 45.1 of the 2012 EA – Span of hours and penalties;
- x. clause 14.7, clause 15.5.3, clause 37.3 and clause 37.4 of the 2023 EA, clause 15.7, clause 16.5.4, clause 38.4 and clause 38.5 of the 2017 EA and clause 45.2, clause 46.4 and clause 48.4 of the 2012 EA – Overtime;
- xi. clause 29.4 of the 2023 EA, clause 30.3.1 of the 2017 EA – Salaries at appointment Academic employees;
- xii. clause 13.17, clause 14.2, clause 15.2.3, and schedule 3 clauses 3 and 7.2.3 of the 2023 EA and clause 8.4, clause 15.2, clause 16.2.3, schedule 3 clause 7.2.3 of the 2017 EA and clause 44.3 and schedule 4 clause 7.2.3 of the 2012 EA – Casual Minimum Engagement; and
- xiii. clause 31 of the 2023 EA, clause 32 of the 2017 EA and clause 35 of the 2012 EA – Superannuation (relevant to pre-retirement salary loading).

21. In addition to the matters set out in clause 20 of this Undertaking, the FWO and CQUniversity agree that it is the intention of the parties that they enter into a written addendum to this Undertaking in relation to any further contraventions arising from the review of the In Progress Remediation Areas, in the terms set out in **Attachment E** (Addendum) to this Undertaking. Where such an Addendum is accepted, from the Commencement Date:

- a. the Addendum will operate as a variation to this Undertaking agreed to by the FWO within the meaning of section 715(3) of the FW Act;
- b. the FWO agrees that this Undertaking is given for any further contraventions specified in the Addendum, within the meaning of sections 715(2) and 715(4) of the FW Act; and
- c. any further contraventions specified in the Addendum are taken to be part of the contraventions set out in clause 20 and **Attachment A** to this Undertaking.

22. For the avoidance of doubt, the contraventions identified in **Attachment A** of this Undertaking do not include:

- a. contraventions that are identified as a consequence of CQUniversity failing to correctly apply the FW Act or the CQUniversity EAs, and that occurred:
 - i. other than in the employee's capacity as an Affected Employee; or

- ii. outside the Relevant Periods;
- b. contraventions affecting an Affected Employee which are not a contravention of section 50 of the FW Act in relation to a clause of one of the CQUniversity EAs;
- c. contraventions which have not been fully remediated by CQUniversity; and
- d. contraventions which have not yet occurred at the date that this Undertaking is offered by CQUniversity.

UNDERTAKINGS

23. Upon the commencement of this Undertaking, CQUniversity will take the actions set out at clauses 24 to 77 (inclusive) below.
24. Where a due date in this Undertaking falls on a weekend or public holiday, the due date for the purposes of the Undertaking will be taken to be the following Business Day.

Schedule – Completed Remediation Areas

25. Within 14 days of the Commencement Date, CQUniversity will provide to the FWO a schedule with the names of all Affected Employees and their respective individual underpayment (itemised to include the amount of the Wage Underpayment, Wage Interest Amount, Superannuation Amount, and Superannuation Interest Amount owed to them).
26. The Schedule will:
- a. list in Column A of the Schedule the last and first names of each Affected Employee;
 - b. list in Column B of the Schedule the amount of the Wage Underpayment that was owed to each Affected Employee;
 - c. list in Column C of the Schedule the amount of the Wage Interest Amount to each Affected Employee;
 - d. list in Column D of the Schedule the amount of the Superannuation Amount that was payable to each Affected Employee;
 - e. list in Column E of the Schedule the amount of the Superannuation Interest Amount payable to each Affected Employee;
 - f. mark with a 'yes' in Column F of the Schedule if the relevant Affected Employee has received a remediation payment of the Wage Underpayment and Wage Interest Amount referred to in clause 26(b) and (c) above; and
 - g. mark with a 'yes' in Column G of the Schedule if the relevant Affected Employee has received a remediation payment of the Superannuation Amount and the Superannuation Interest Amount referred to in clause 26(d) and (e) above.

In Progress Remediation Areas

Methodology and reporting

27. Within 90 days of the Commencement Date, CQUniversity will provide to the FWO:

- a. a detailed description of the methodology, assumptions or interpretations applying to each the In Progress Remediation Areas; and
- b. a plan detailing key milestones and agreed timeframes with respect to each of the In Progress Remediation Areas (**In Progress Remediation Plan**).

28. CQUniversity will, no less than once every quarter, report to the FWO in writing on the progress of the In Progress Remediation Areas, including any changes to the methodology, assumptions or interpretations applying to this review.

29. CQUniversity agrees:

- a. to provide the FWO with any information relevant to the In Progress Remediation Areas that the FWO requests within the timeframe specified by the FWO (provided that the timeframe is reasonable);
- b. to receive, consider and take into account any recommendations that the FWO provides to it regarding the methodologies, assumptions, or interpretations relevant to the In Progress Remediation Areas; and
- c. to discuss any recommended updates to methodologies, assumptions or interpretations relevant to the In Progress Remediation Areas and document any agreed changes with the FWO.

Provision of calculations to the FWO

30. Subject to the FWO's review and agreement, the In Progress Remediation Plan will outline a timeframe for CQUniversity to provide the FWO with the methodology for, and initial calculations of the total wages, superannuation, and interest on wages and superannuation (calculated in accordance with clause 11 of this Undertaking) owing in respect of each Further Affected Employee subject to the In Progress Remediation Areas (**In Progress Remediation Underpayment**).

Remediation payments

31. Within 60 days of identifying the quantum of an In Progress Remediation Underpayment (as per the plan), CQUniversity will:

- a. take all reasonable steps to identify and locate all of the Further Affected Employees; and
- b. rectify any underpayments identified, including interest payable on wages and superannuation calculated in accordance with clause 11 of this Undertaking.

Evidence of remediation payments

32. Within 90 days of completing the review of each of the In Progress Remediation Areas (**Completion Date**), CQUniversity will provide to the FWO a report detailing, in relation to those areas:

- a. the period to which each wage underpayment relates;
- b. the number of former and current employees affected;

- c. the total amounts of the liabilities determined, including:
 - i. the total gross wage underpayment calculated for each employee;
 - ii. the interest amount payable as a result of the wage underpayment calculated for each employee in accordance with clause 11 of this Undertaking;
 - iii. the total superannuation payable as a result of the wage underpayment calculated for each employee;
 - iv. the interest payable on the total superannuation arising as a result of the wage underpayment calculated for each employee, calculated in accordance with clause 11 of this Undertaking;
- d. the name of the applicable instrument and the clause(s) of those instruments CQUniversity admits contravening;
- e. details regarding any remediation payments made, such as the dates the payments were made, the employees the payments were made to, and the amounts of those payments;
- f. a copy of any template communication to Further Affected Employees in relation to the review of the In Progress Remediation Areas and any remediation payments made to them;
- g. a copy of any communications with the National Tertiary Education Union (**NTEU**) or Australian Education Union (**AEU/QTU**) through the Joint Consultative Committee (**JCC** as defined in the CQUniversity EAs) in relation to the In Progress Remediation Areas.

Unclaimed Monies

33. Within 6 months of the Completion Date, CQUniversity will:

- a. correspond with the FWO's Unclaimed Monies Team and subsequently prepare and provide a schedule detailing any Affected Employees and Further Affected Employees to whom rectification payments were not able to be made; and
- b. as per clause 31 of this Undertaking, make payment of the Wage Underpayment (excluding the Wage Interest Amount, Superannuation Amount and Superannuation Interest Amount) owing to the abovementioned employees to the Consolidated Revenue Fund, in accordance with section 559 of the FW Act.

34. For the duration of this Undertaking, in the event that the FWO is able to locate and contact any former employees of CQUniversity who have underpayments identified under the Remediation Program but in respect of whom rectification payments were not able to be made, with the consent of the former employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify CQUniversity in writing of the name and contact details of the former employee. Within 28 days of receiving any such notice, CQUniversity will:

- a. pay to the former employee any applicable Wage Interest Amounts (calculated in accordance with clause 11 of this Undertaking) relating to their underpayments; and
- b. pay to the employee's nominated superannuation fund any Superannuation Amounts and Superannuation Interest Amounts (calculated in accordance with clause 11 of this Undertaking) relating to that former employee.

Communications to employees about Enforceable Undertaking

35. Within 28 days of the execution of this Undertaking, but not prior to the FWO publishing a media release on its website in respect of this Undertaking, CQUniversity will:

- a. place a notice on the home page of its intranet for a period of no less than 28 continuous days in the form of **Attachment B (Workplace Notice)** to this Undertaking;
- b. issue an all-staff email in the form of **Attachment C (All-Staff Email)** to this Undertaking notifying employees of the existence and commencement of this Undertaking;
- c. take reasonable steps to contact all former Affected Employees by email to their last known email address, notifying them of the existence and commencement of this Undertaking, in the form set out in **Attachment D (Employee Notification)** to this Undertaking; and
- d. publish on its website for a period of no less than 28 continuous days notification of the existence and commencement of this Undertaking in the terms set out in **Attachment B**.

36. If requested by the FWO, CQUniversity will provide to the FWO Reasonable Evidence of compliance with clause 35 above.

Workplace relations systems, improvements and training

Negotiations around new enterprise agreement

37. The nominal expiry date of the 2023 EA is 1 July 2026. CQUniversity will, in its negotiations of any agreement to succeed the 2023 EA (**Replacement Agreement**), undertake to:

- a. aim to remove complexity surrounding salary and benefits for its employees so that entitlements are clearly defined for all categories of employment;
- b. ensure negotiations address risks around engagement of student resident advisors and the relationship between this role and the After-Hours Co-Ordinator, including by making genuine attempts to implement further control measures for volunteer resident leaders; and
- c. maintain a provision ensuring a JCC has an active role in discussing any complaints with industrial instruments or workplace complaints, or any disputes raised.

Information provided to the FWO regarding system to ensure future compliance

38. Within 120 days of the Commencement Date, CQUniversity will provide the FWO with detailed

information about the systems and processes that it is implementing (whether planned and/or in progress and/or completed) to ensure future compliance with its obligations under the FW Act, the *Fair Work Regulations 2009 (FW Regulations)*, the 2023 EA, and any future Replacement Agreement(s), including reconfiguring and updating payroll and record keeping systems (Human Resources Information System, or ‘**HRIS System**’).

39. CQUniversity will also take the following steps to ensure that the HRIS System supports compliance with workplace laws:
- a. within six (6) months of the Commencement Date, have an external independent review conducted of the configuration of the CQUniversity payroll system; and
 - b. within six (6) months of the commencement of any Replacement Agreement, have an external independent review conducted of any required configuration changes to the CQUniversity payroll system, with the review to be provided to the FWO.
40. The FWO may, within 28 days of receiving the information under clauses 38, seek reasonable further information regarding the proposed systems and processes improvements from CQUniversity by issuing a written notice to CQUniversity specifying the additional information required. CQUniversity must provide the information specified in such a notice to the FWO within 21 days of receipt.

Mandatory Training

41. Within 12 months of the Commencement Date, CQUniversity will ensure that all current employees of CQUniversity with responsibility for human resources and payroll have completed either face-to-face or online training modules relating to:
- a. mandatory training for employees who hold the responsibility of approving employee timesheets; and
 - b. for supervisors, training sessions to outline the correct interpretation and application of the CQUniversity EAs and any Replacement Agreement(s).
42. The training mentioned at clause 41 of this Undertaking must:
- a. cover, at a minimum:
 - i. how to correctly apply entitlements under the CQUniversity EAs and any Replacement Agreement(s); and
 - ii. other applicable FW Act entitlements and obligations, including the National Employment Standards and record-keeping obligations; and
 - b. be provided on an ongoing basis to all new employees with responsibility for the management of employees, human resources, recruitment and payroll.
43. Within 12 months of the Commencement Date, CQUniversity will provide the FWO with evidence of its compliance with clauses 41 and 42 of this Undertaking, including:

- a. a copy of the training materials used; and
- b. a schedule or list of the employees who received the training and the date on which they attended the training.

Compliance Audits

- 44. CQUniversity undertakes to have two audits conducted by their professionally certified internal Audit Team (**Internal Auditor**) to assess CQUniversity's compliance with the FW Act, the FW Regulations, the CQUniversity EAs and/or any other industrial instrument that may be in place over the duration of this Undertaking (**Compliance Audits**).
- 45. CQUniversity will provide the FWO, by no later than 60 days after the Commencement Date, with evidence of the Internal Auditor's professional qualifications and certifications, as well as with their annual compliance declaration, conflict of interest statement, and the internal audit charter.
- 46. CQUniversity agrees that:
 - a. the **first** Compliance Audit will examine two full pay periods falling within the preceding six months, will commence no later than 12 months from the Commencement Date, and will be completed within six months of its commencement (**First Audit**); and
 - b. the **second** Compliance Audit will examine two full pay periods falling within the preceding six months, will commence no later than 24 months from the Commencement Date, and will be completed within six months of its commencement (**Second Audit**).
- 47. CQUniversity will:
 - a. by eight (8) months of the Commencement Date, provide for the FWO's written approval, details of the methodology to be used by the Internal Auditor to conduct the **First** Audit; and
 - b. by 20 months of the Commencement Date, provide for the FWO's written approval, details of the methodology to be used by the Internal Auditor to conduct the **Second** Audit.
- 48. CQUniversity must ensure that each of the Compliance Audits includes:
 - a. an assessment of 5% of all employees to whom the relevant industrial instrument/s apply, across a range of classifications, locations and employment types, during the relevant audit period (**Sampled Employees**) in respect of their employment by CQUniversity;
 - b. an assessment of whether the Sampled Employees have been correctly classified by CQUniversity;
 - c. an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period are in compliance with the FW Act, FW Regulations and the applicable industrial instruments;
 - d. the production of a written report on each of the Audits setting out the Internal Auditor's findings, and the facts and circumstances surrounding them, to the FWO; and
 - e. that each of the written reports referred to in clause 48(d) above contains the following

declarations from the Internal Auditor:

- i. notwithstanding that the Internal Auditor is employed by CQUniversity, the Internal Auditor undertakes that it has acted independently, impartially, objectively and without influence from CQUniversity in preparing the report;
 - ii. the report is provided in accordance with applicable professional standards (which will be listed in the report); and
 - iii. the report is provided to the FWO for its benefit and the FWO can rely on the report.
49. CQUniversity will use its best endeavours to ensure the Internal Auditor does not provide the draft written report to the Council of CQUniversity (as established by section 7 of the *Central Queensland University Act 1988* (Qld)) (**Council**) members and senior executives without the FWO's approval. Upon the completion of the Compliance Audits, the Internal Auditor will provide directly to the FWO:
- a. within 18 months of the Commencement Date, a draft audit report for the **First** Audit; and
 - b. within 30 months of the Commencement Date, a draft audit report for the **Second** Audit.
50. The Internal Auditor will finalise the Compliance Audits and provide a final written report of the:
- a. first Audit (**First Audit Report**) to the FWO within 28 days of FWO providing any comments on the draft report to the Internal Auditor; and
 - b. second Audit (**Second Audit Report**) to the FWO within 28 days of FWO providing any comments on the draft report to the Internal Auditor.

Outcome of Compliance Audits

51. If the Compliance Audits identify any wage underpayments to any current or former employees, CQUniversity will:
- a. rectify any underpayments identified in the relevant audit period in respect of wages and superannuation, as well as any interest on such wages and superannuation calculated in accordance with clause 11 of this Undertaking;
 - b. conduct a reconciliation of the amounts paid and owed to those employees relevant to the area of underpayment in the 12-month period immediately before the relevant audit period and rectify any underpayments that are identified, including interest calculated in accordance with clause 11 of this Undertaking; and
 - c. take reasonable steps to locate former employees to remediate any underpayments.
52. CQUniversity will provide to the FWO Reasonable Evidence of such rectification within 60 days of any identified underpayments.
53. If any employee who is owed a wage underpayment as a result of the Compliance Audits cannot be located within 120 days of the finalisation of the Audit Report, CQUniversity will pay those amounts, to the Consolidated Revenue Fund (through the FWO) in accordance with section 559 of the FW Act

within a further 60 days. CQUniversity will complete the required documents supplied by the FWO for this purpose.

54. If any of the Compliance Audits identify an underpayment of minimum entitlements to one or more employees, and the FWO reasonably believes that employees not included in the Audits are also likely to have been underpaid that entitlement, CQUniversity will conduct a further audit on that entitlement for the 12-month period immediately before the relevant audit period of all its employees to whom that entitlement applies, as determined by the FWO (**Additional Audit**). Any Additional Audit must adhere to the same requirements as the First and Second Audits, as set out at clauses 47, 48 and 49 above (excepting that the audit will be of specified employees, not a sample), including seeking approval of the auditor's proposed methodology prior to the Additional Audit commencing and providing a written report to the FWO following the Additional Audit.
55. If requested by the FWO, CQUniversity will provide the FWO with all records and documents used to conduct any or all of the Compliance Audits (including any Additional Audit), within 28 days of such a request.

Complaints and review mechanism

56. CQUniversity will continue to operate an established complaints and review mechanism, to be supported by a dedicated helpline available to all employees if they do not believe they have received their correct entitlements from CQUniversity, to be maintained until all other obligations in relation to this Undertaking are completed (**Mechanism**).
57. For the avoidance of doubt, the Mechanism should as far as practicable be consistent with the process for the resolution of disputes established under clause 5 of the 2023 EA.
58. CQUniversity will issue written guidance to all decision makers under the terms of the Mechanism, detailing CQUniversity's approach to assumptions and expectations when resolving complaints or disputes. Where there is a lack of records to determine an employee's entitlements, or an ambiguity as to the interpretation of the earlier or current industrial instruments, and a lack of clear policy as to the interpretation to be applied, the Mechanism will be applied in a manner that is favourable to employees.
59. CQUniversity will report to the FWO all instances of complaints or disputes arising from the Mechanism on a quarterly basis, including the outcomes of these complaints or disputes.
60. CQUniversity will establish and maintain centralised oversight of any complaint arising from the Mechanism to ensure consistent management and outcomes.
61. Where the FWO considers it appropriate, the FWO will notify CQUniversity within 21 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.
62. Within 60 days of receipt of the notification referred to in clause 61, CQUniversity will report the outcome of the complaint or dispute to the FWO. CQUniversity will also provide, within a reasonable

period specified by the FWO, Reasonable Evidence relied upon to satisfy itself that CQUniversity met its obligations with respect to employees.

63. CQUniversity 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.

Governance Obligations

64. As part of CQUniversity's Governance Obligations, the Council will prioritise and embed the monitoring of CQUniversity's compliance with the FW Act, FW Regulations, the 2023 EA, and any other industrial instruments which apply to CQUniversity for the duration of the Undertaking by:
- a. creating a standing agenda item for all Audit and Risk Committee (of the Council) meetings to discuss compliance with the FW Act, FW Regulations, the 2023 EA and/or any other industrial instruments that may apply to CQUniversity for the duration of the Undertaking, including any known or emerging compliance risks and mitigation strategies and controls implemented to address these; and
 - b. ensuring that the JCC has an active role in monitoring compliance with any industrial instruments which apply to CQUniversity, and any complaints or disputes raised.
65. CQUniversity will report to the FWO, at least every six (6) months from the Commencement Date and for the duration of the Undertaking, on all matters raised under clause 64(a) above, and provide a progress report on CQUniversity's compliance with the terms of this Undertaking, including CQUniversity's responses to the Compliance Audits and any complaints raised by employees regarding CQUniversity's compliance with the Undertaking or the FW Act and the Governance Obligations.
66. The FWO may, at any time during the life of this Undertaking, request copies of documents (including, but not limited to, reports and meeting minutes) held by the Council and/or the Audit and Risk Committee in relation to the monitoring of CQUniversity's compliance with the FW Act, FW Regulations, the 2023 EA and/or any other industrial instruments which apply for the duration of the Undertaking.

Joint Consultative Committee

67. The JCC, as required under the 2023 EA, will provide a forum for consultation on matters pertaining to employee pay and conditions in accordance with clauses 68 to 72 of this Undertaking below. The undertakings in these clauses supplement, and do not in any way diminish, the existing obligations and conditions relating to the operations of the JCC set out in the 2023 EA.
68. For the purposes of this Undertaking:
- a. all JCC meetings will include:
 - i. a standing agenda item relating (but not limited) to the number of complaints

- received and a breakdown (e.g. the substance and outcome) of each complaint or dispute arising from the Mechanism as defined in clause 56; and
- ii. a standing agenda item relating to the progress of the Compliance Audits, and written reports on and/or CQUniversity's response to the Compliance Audits (as appropriate at the time); and
- b. to the extent it relates to the matters set out at clause 68(a) above:
- i. the proceedings of the JCC meetings shall not be confidential; and
 - ii. the Australian Education Union (**AEUQ also known as the QTU**) and NTEU representatives may report on the business of the JCC to each of their members.
69. CQUniversity will provide quarterly reports to the JCC on:
- a. non-compliance with workplace laws (including underpayment issues) that CQUniversity has been made aware of by employees, the AEUQ/QTU or the NTEU, including the scope of such non-compliance, the number of affected employees and remediation efforts in relation to any potential underpayment;
 - b. any proposed changes to CQUniversity's operations, systems, workflow or service delivery that have a material effect on the pay and conditions of CQUniversity's employees;
 - c. the progress and outcomes of any other future audit(s) of employee pay and entitlements undertaken by CQUniversity, including those undertaken by a third party conducting auditing or professional services in relation to underpayments on behalf of CQUniversity; and
 - d. any consideration of systemic or significant underpayment issues by the Council and/or the Audit and Risk Committee, to the extent such consideration is not confidential or commercially sensitive.
70. Where CQUniversity has become aware of systemic or significant underpayment(s) to its current or former employees and has taken steps to remediate this underpayment, the quarterly reports referred to in clause 69 above shall also include the following deidentified information:
- a. the number of current and former employees who were underpaid;
 - b. the total quantum of the underpayment;
 - c. where former employees are involved, the progress of CQUniversity's attempts to contact affected former employees; and
 - d. the total quantum of remediation payments processed as at the time of the quarterly report.
71. The JCC meeting minutes will be provided to the Council.
72. The arrangements in clauses 67 to 71 of this Undertaking for the JCC will continue to operate for the duration of the Undertaking.

Extensions of Time

73. CQUniversity may request that the FWO provide an extension of a specified time for completion of

an obligation under this Undertaking. CQUniversity will provide information setting out the basis for such a request and make the request for an extension of time at least 10 days prior to the time that CQUniversity is required to complete the relevant action as set out in this Undertaking, or such shorter period agreed in writing between CQUniversity and the FWO. The FWO will not unreasonably withhold agreement on such a request for an extension of time.

74. 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

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

Contribution Payment

76. CQUniversity will make the following contribution payments to the Cleaning Accountability Framework:
- a. Within 60 days of the Commencement Date, a payment of \$30,000; and
 - b. Within 30 days of the Completion Date of the review of the In Progress Remediation Areas, a further payment, being the lower of 1% of the total In Progress Remediation Underpayments (as defined in clause 30 of this Undertaking) or \$100,000.
77. CQUniversity will provide evidence to the FWO of the contribution payments mentioned in clause 76 above within 14 days of making the payment.

No waiver of privilege

78. The parties agree that nothing in this Undertaking requires CQUniversity to produce a document that is or may be subject to a claim of legal professional privilege. CQUniversity agrees that it will not claim legal professional privilege over any documentation relating to methodology, assumptions or interpretations which is to be provided to the FWO pursuant to an obligation in this Undertaking.

ACKNOWLEDGEMENTS

79. CQUniversity 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*

- 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 CQUniversity set out in clause 20 above in respect of decisions regarding enforcement action in the event that CQUniversity is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by CQUniversity 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, CQUniversity may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d. if CQUniversity 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 CQUniversity in clause 20 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.

- **Affected Employees** means the current and former employees of CQUniversity who have been identified, as at 24 June 2026, as having been underpaid in respect of the **Completed Remediation Areas** during the Remediation Period.
- **Business Day** means any day business is undertaken in Rockhampton, Queensland, excluding:
 - a) Saturdays and Sundays;
 - b) Public holidays or gazetted holidays; and
 - c) The period from 22 December to 10 January (inclusive).
- **Commencement Date** means the date upon which the parties execute this Enforceable Undertaking
- **Completed Remediation Areas** means the following areas for which CQUniversity has completed remediation in respect of the Relevant Periods:
 - a) Fractional Paid Parental Leave, which relates to underpayments arising from the incorrect calculation or payment of paid parental leave for employees employed on a part-time basis;
 - b) Flexible Work Year 48/52 and Purchased Leave Scheme, which relates to underpayments arising from the incorrect calculation or application of salary, leave accruals or deductions for employees participating in those arrangements;
 - c) Student Residential Advisors, which relates to underpayments arising from the incorrect engagement or payment of employees performing student residential advisor duties;
 - d) Academic Progression, which relates to underpayments arising from the incorrect application of academic progression or promotion entitlements for academic employees;
 - e) First Aid Allowance, which relates to the payment of allowances to employees who perform designated first aid duties, including whether the allowance was correctly applied and paid;
 - f) Paid Meal Allowance during Overtime, which relates to underpayments arising from the incorrect calculation, application or payment of meal allowances to employees who worked overtime;
 - g) Pre-Retirement Salary Loading, which relates to underpayments arising from the incorrect calculation or payment of superannuation associated with pre-retirement salary loading arrangements; and
 - h) Cash Out of Annual Leave, which relates to underpayments arising from the incorrect calculation or payment of amounts payable when employees elected to cash out annual leave.
- **Further Affected Employees** means the current and former employees of CQUniversity who are

identified (or to be identified) as having been impacted by underpayments arising from the **In Progress Remediation Areas**.

- **In Progress Remediation Areas** means the following areas identified in the Remediation Program which were under review by CQUniversity as at 24 June 2026:
 - a) Casual minimum engagement – clause 13.17, clause 14.2, clause 15.2.3, clause 37.2, clause 37.4 and schedule 3 clauses 3 and 7.2.3 of the 2023 EA and clause 8.4 clause 15.2, clause 16.2.3, clause 38.3, clause 38.5, schedule 3 clause 7.2.3 and Annexure A undertaking 7 of the 2017 EA and clause 44.3, clause 48.2 and schedule 4 clause 7.2.3 of the 2012 EA, which relates to minimum engagement periods for casual employees, including whether casual employees were engaged and paid for the minimum hours required;
 - b) Span of hours and penalties (including overtime) - clause 14.3.1, clause 14.7, clause 15.3, an clause 15.5.3, clause 37.2, clause 37.3 and clause 37.4 of the 2023 EA and clause 15.3.1, clause 15.7, clause 16.3, clause 16.5.4, clause 38.3, clause 38.4 and clause 38.5 of the 2017 EA, and clause 45, clause 46.4, clause 48.2 and clause 48.4 of the 2012 EA; which relates to the payment of allowances or penalties for employees required to work shifts, weekends or overtime;
 - c) Casual Academic Staff (PhD) - clause 13.16 and clause 29.4 of the 2023 EA and clause 14.11 and clause 30.3.1 of the 2017 EA, and 17.4 of the 2012 EA which relates to starting salary rates for Academic employees and the salary promotion or progression following the attainment of a relevant PhD;
 - d) Annual leave loading – clause 39.1 of the 2023 EA, clause 40 of the 2017 EA and clauses 50.2 of the 2012 EA, which relates to the calculation and payment of annual leave loading, including whether leave loading was correctly paid when annual leave was taken.
- **Interest** means simple interest calculated at the Federal Court pre-judgement interest rate for January to June 2026 (being 7.6%) on a Wage Underpayment or Superannuation Amount.
- **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 CQUniversity or by any of its servants or agents; and/or
 - b) the accuracy and correctness of any information provided by CQUniversity, or by any of its servants or agents; and/or
 - c) compliance by CQUniversity 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:
 - a) last known details from employee files including email, mobile telephone for direct calls and SMS and last known address for post; and

- b) utilisation of assistance by the Head of Department or relevant manager of the former employee as appropriate.
- **Remediation Period** means the period of time under examination to identify any Wage Underpayments. The start date is from 1 May 2016 for Student Residential Advisors and 18 February 2017 for all other employees. The end date when CQUniversity considers itself compliant as at the respective dates specified in relation to each entitlement as listed in Attachment A.
 - **Superannuation Amount** means the amount of superannuation contributions that should have been paid in respect of the Wage Underpayment in accordance with applicable superannuation laws and the relevant industrial instrument.
 - **Superannuation Interest Amount** means the amount of Interest on the Superannuation Amount.
 - **Wage Underpayment** means the total amount of wages and other monetary entitlements that were payable to, but not paid to, Affected Employees and Further Affected Employees in accordance with the applicable enterprise agreement(s) during the Remediation Period.
 - **Wage Interest Amount** means the amount of Interest on the Wage Underpayment.
 - **Workplace Law** as defined in section 12 of the *Fair Work Act 2009* (Cth).

Executed as an undertaking

EXECUTED by an authorised person of Central Queensland University (ABN 39181103288):

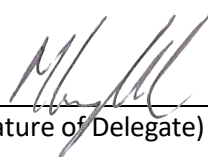
Professor Nick Klomp Vice-Chancellor and President	 (Signature of authorised signatory)
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in the presence of:

Lynette Glover (Name of witness)	 (Signature of witness)
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02/07/2026
(Date)

ACCEPTED BY THE FAIR WORK OMBUDSMAN PURSUANT TO SECTION 715(2) OF THE FAIR
WORK ACT 2009 ON:

Michael Campbell Michael Campbell Group Manager – Operations Delegate for the FAIR WORK OMBUDSMAN	 (Signature of Delegate)
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6 July 2026
(Date)

in the presence of:

 (Signature of witness)	Louise Cato (Name of Witness)
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ATTACHMENT A – CONTRAVENTIONS

	Entitlement	Clauses	Compliant as at ¹
2023 EA	Purchased Leave Scheme	Clause 9.5	22 March 2024
	Meal allowance during overtime	Clause 14.7.9	01 August 2024
	Superannuation (relevant to pre-retirement loading)	Clause 31	10 February 2026
	First Aid Allowance	Clause 34	15 April 2024
	Parental leave	Clause 40	01 February 2021
	Leave entitlements - cash out of annual leave	Clause 39.2	27 August 2025
	Work on public holidays – professional employees and VET educators	Clause 37.2	IPRA
	Leave entitlements (leave loading)	Clause 39	IPRA
	Academic promotion for academic employees and Principal Research Employees	Clause 13.16	IPRA
	Penalties and allowances – Professional employees	Clause 14.3.1	IPRA
	Penalties and allowances – VET Educators	Clause 15.3	IPRA
	Overtime – Professional employees	Clause 14.7 Clause 37.3	IPRA
	Overtime – VET Educators	Clause 15.5.3 Clause 37.4	IPRA
	Academic employees salary at appointment	Clause 29.4	IPRA
	Casual Minimum Engagement	Clause 13.17 Clause 14.2 Clause 15.2.3 Schedule 3, clause 3 Schedule 3, clause 7.2.3	IPRA
2017 EA	Flexible Work Arrangements	Clause 9.5	22 March 2024
	Meal allowance during overtime	Clause 15.7.9	01 August 2024
	First Aid Allowance	Clause 35	15 April 2024
	Parental leave	Clause 41	01 February 2021
	Superannuation (relevant to pre-retirement loading)	Clause 32	10 February 2026
	Leave entitlements - cash out of annual leave	Clause 40.1	27 August 2025
	Leave entitlements (leave loading)	Clause 40	IPRA
	Work on public holidays – Professional Staff and VET Educators	Clause 38.3	IPRA
	Academic promotion for Academic Staff and Principal Research Employees	Clause 14.11	IPRA

¹ This column reflects the date in which CQUniversity has assessed and considers itself as being compliant with the relevant provision

	Span of hours - Penalties and allowances - Professional employees	Clause 15.3.1	IPRA
	Penalties and allowances – VET Educators & ELICOS	Clause 16.3 Annexure A, undertaking 7	IPRA
	Overtime – Professional employees	Clause 15.7 Clause 38.4	IPRA
	Overtime – VET Educators	Clause 16.5.4 Clause 38.5	IPRA
	Academic employees salary at appointment	Clause 30.3.1	IPRA
	Casual Minimum Engagement	Clause 8.4 Clause 15.2 Clause 16.2.3 Schedule 3, clause 7.2.3	IPRA
2012 EA	Flexible Work Arrangements	Clause 13.5	22 March 2024
	First Aid Allowance	Clause 38	15 April 2024
	Parental leave	Clause 56	01 February 2021
	Meal allowance during overtime	Clause 45.3(viii)	01 August 2024
	Superannuation (relevant to pre-retirement loading)	Clause 35	10 February 2026
	Casual Minimum Engagement	Clause 44.3 Schedule 4 clause 7.2.3	IPRA
	Work on public holidays – Professional Staff	Clause 48.2	IPRA
	Leave entitlements	Clauses 50.2	IPRA
	Academic promotion for Academic Staff and Principal Research Employees	Clause 17.4	IPRA
	Span of Hours - Penalties and allowances - Professional employees	Clause 45.1,	IPRA
	Overtime – Professional and Support Research employees	Clause 45.2 Clause 46.4 Clause 48.4	IPRA

ATTACHMENT B – WORKPLACE NOTICE

Dear colleagues,

CQUniversity takes wage integrity seriously, which is why more than two years ago we proactively commenced a comprehensive wage integrity review. As part of this process, we identified a number of underpayments affecting current and former staff, immediately began remediation, and self-reported the matter to the Fair Work Ombudsman. You may recall this being mentioned at a past staff forum or in Nick's Month in Minutes.

Since then, we have established a dedicated wage integrity project team to rectify underpayments and strengthen our systems, processes, and staff awareness to prevent this from happening in the future. More detail on these actions can be found on the Wage Integrity information page on our website.

To date, \$1,270,735.85 (inclusive of interest and superannuation) has been repaid to 875 impacted staff members, with investigations into potential further underpayments continuing. Importantly, whilst all underpayments were unintentional, CQUniversity takes full responsibility and is committed to ensuring every staff member is correctly remunerated for the important work they do.

To formalise this commitment, CQUniversity has agreed to enter an Enforceable Undertaking with the Fair Work Ombudsman. This agreement will strengthen our obligations around independent auditing, transparent reporting, and continuous compliance improvements. While a serious regulatory step, it reflects our values of openness, accountability, and leadership in addressing wage integrity across the sector.

Through this undertaking, we will continue to enhance payroll systems, expand staff training and education, and improve compliance monitoring. These measures will help embed wage integrity into our culture and safeguard the rights and entitlements of all employees. We will also continue to engage with our employees through the Joint Consultative Committee to provide updates on upcoming compliance audits.

There is no action required from you. However, if you believe you may have been underpaid, please contact the Wage Integrity Project Team via pac@cqu.edu.au and they will investigate your report. We have also developed a short online training package to support your understanding of wage integrity and understanding entitlements. The course should only take 15 minutes to complete and is available through Empower. I encourage everyone to take the time to complete this course, with the training being mandatory for supervisory staff.

If you have any questions about this update, please contact either of the following:

- CQUniversity on enquiry line - 07 4930 9383 or PACDirector@cqu.edu.au
- Queensland Teachers Union Assist Desk – 1300 11 7823 or qtad@qtu.asn.au
- National Tertiary Education Union – 03 9254 1910 or national@nteu.org.au

Any of these hotlines can also be contacted on a confidential basis if required. Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.

ATTACHMENT C – ALL-STAFF EMAIL

Dear colleagues,

CQUniversity takes wage integrity seriously, which is why more than two years ago we proactively commenced a comprehensive wage integrity review. As part of this process, we identified a number of underpayments affecting current and former staff, immediately began remediation, and self-reported the matter to the Fair Work Ombudsman. You may recall this being mentioned at a past staff forum or in Nick's Month in Minutes.

Since then, we have established a dedicated wage integrity project team to rectify underpayments and strengthen our systems, processes, and staff awareness to prevent this from happening in the future. More detail on these actions can be found on the Wage Integrity information page on our website.

To date, \$1,270,735.85 (inclusive of interest and superannuation) has been repaid to 875 impacted staff members, with investigations into potential further underpayments continuing. Importantly, whilst all underpayments were unintentional, CQUniversity takes full responsibility and is committed to ensuring every staff member is correctly remunerated for the important work they do.

To formalise this commitment, CQUniversity has agreed to enter an Enforceable Undertaking with the Fair Work Ombudsman. This agreement will strengthen our obligations around independent auditing, transparent reporting, and continuous compliance improvements. While a serious regulatory step, it reflects our values of openness, accountability, and leadership in addressing wage integrity across the sector.

Through this undertaking, we will continue to enhance payroll systems, expand staff training and education, and improve compliance monitoring. These measures will help embed wage integrity into our culture and safeguard the rights and entitlements of all employees.

There is no action required from you. However, if you believe you may have been underpaid, please contact the Wage Integrity Project Team via pac@cqu.edu.au and they will investigate your report.

We have also developed a short online training package to support your understanding of wage integrity and understanding entitlements. The course should only take 15 minutes to complete and is available through Empower. I encourage everyone to take the time to complete this course, with the training being mandatory for supervisory staff.

If you have any questions about this update, please contact either of the following:

- CQUniversity on enquiry line - 07 4930 9383 or PACDirector@cqu.edu.au
- Queensland Teachers Union Assist Desk – 1300 11 7823 or qtad@qtu.asn.au
- National Tertiary Education Union – 03 9254 1910 or national@nteu.org.au

Any of these hotlines can also be contacted on a confidential basis if required. Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.

Sincerely,

Professor Nick Klomp

Vice-Chancellor and President

ATTACHMENT D – EMPLOYEE NOTIFICATION

Dear <insert name >

CQUniversity takes wage integrity seriously, which is why more than two years ago we proactively commenced a comprehensive wage integrity review. As part of this process, we identified a number of underpayments affecting current and former staff, immediately began remediation, and self-reported the matter to the Fair Work Ombudsman on 5 April 2023.

Since then, we have established a dedicated wage integrity project team to rectify underpayments and strengthen our systems, processes, and staff awareness to prevent this from happening in the future. More detail on these actions can be found on the Wage Integrity information page on our website.

To date, \$1,270,735.85 (inclusive of interest and superannuation) has been repaid to 875 impacted staff members, with investigations into potential further underpayments continuing. Importantly, whilst all underpayments were unintentional, CQUniversity takes full responsibility and is committed to ensuring every staff member is correctly remunerated for the important work they do.

To formalise this commitment, CQUniversity has agreed to enter an Enforceable Undertaking with the Fair Work Ombudsman. This agreement will strengthen our obligations around independent auditing, transparent reporting, and continuous compliance improvements. While a serious regulatory step, it reflects our values of openness, accountability, and leadership in addressing wage integrity across the sector.

Through this undertaking, we will continue to enhance payroll systems, expand staff training and education, and improve compliance monitoring. These measures will help embed wage integrity into our culture and safeguard the rights and entitlements of all employees.

There is no action required from you. However, if you believe you may have been underpaid, please contact the Wage Integrity Team via pac@cqu.edu.au and they will investigate your report.

If you have any questions about this update, please contact either of the following:

- CQ University on enquiry line - 07 4930 9383 or PACDirector@cqu.edu.au
- Queensland Teachers Union Assist Desk – 1300 11 7823 or qtad@qtu.asn.au
- National Tertiary Education Union – 03 9254 1910 or national@nteu.org.au

Any of these hotlines can also be contacted on a confidential basis if required. Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.

Sincerely,

Professor Nick Klomp

Vice-Chancellor and President

ATTACHMENT E – ADDENDUM FOR ADDITIONAL CONTRAVENTIONS ARISING DURING THE IN PROGRESS

REMEDIAION REVIEWS

E.1 This Attachment E is intended to set out an agreed process by which the FWO and CQUniversity may enter into an Addendum to this Undertaking, as set out in clause 20 of the Undertaking.

Addendum Requests by CQUniversity

E.2 At any time for the duration of this Undertaking, CQUniversity may make a request in writing to the FWO under clause E.3 of this Attachment E to discuss making an Addendum (**Addendum Request**), if:

- (a) in the course of reviewing the In Progress Remediation Areas, CQUniversity has identified an additional contravention of section 50 of the FW Act (**Proposed Additional Contravention**);
- (b) the Proposed Additional Contravention arose from CQUniversity failing to pay an amount or amounts to which an employee was entitled under the CQUniversity EAs and is not already covered in clause 20 and Attachment A to this Undertaking; and
- (c) CQUniversity wishes for the Proposed Additional Contravention to be added to the contraventions the subject of this Undertaking, as listed in clause 20 of this Undertaking.

E.3 An Addendum Request:

- (a) is to be made by or on behalf of CQUniversity to an officer of the FWO nominated at the time of commencement of this Undertaking (or varied by the FWO in writing at any time);
- (b) must include the following information, to ensure that the FWO is able to form a reasonable belief as to whether a contravention has occurred, within the meaning of section 715(1) of the FW Act:
 - i. details of the Proposed Additional Contravention, including the relevant clause of the CQUniversity EA or the regulation of the FW Regulations;
 - ii. all assumptions, methodology or interpretations adopted by CQUniversity in determining that there has been a contravention of a clause of one of the CQUniversity EAs and thereby section 50 of the FW Act;
 - iii. the number of employees affected by the Proposed Additional Contravention;
 - iv. the quantum of underpayment (if any) resulting from the Proposed Additional Contravention;
- (c) must be accompanied by documentary evidence to support the matters set out in clause E.3(b), including:
 - i. any calculations performed by CQUniversity in relation to the Proposed Additional Contravention;
 - ii. any communications with affected employees (whether individually or in a group) about the Proposed Additional Contravention, including in relation to the assumptions, methodology or interpretations used in determining that the Proposed Additional Contravention has occurred; and
 - iii. employee records for:
 - 1) a sample of 5% of employees affected by the Proposed Additional Contravention, with a minimum sample size of 5 employees; or
 - 2) all affected employees if the Proposed Additional Contravention affects fewer than 5 employees;
- (d) must include a statement that CQUniversity admits the Proposed Additional Contravention.

FWO response to an Addendum Request and further actions by CQUniversity

E.4 Within 60 days of receiving an Addendum Request, the FWO will provide a response to

CQUniversity in writing, which will take the form of one of the four responses set out in column 2 of table below and, where applicable, will require a response by CQUniversity set out in column 3 of the table below:

Response Name	FWO conclusion based on the information provided to the FWO in accordance with clause E.3	Action required by CQUniversity
Acceptance	The FWO has sufficient information to form a reasonable belief that the Proposed Additional Contravention has occurred, is satisfied with the assumptions, methodology and interpretations adopted by CQUniversity in relation to the Proposed Additional Contravention, and is willing to enter into discussions to make an Addendum for the purpose of clause 20 and Attachment E of the Undertaking.	None – the FWO will take the step set out in clause E.8.
Methodology Concern	- The FWO considers that the assumptions, methodology or interpretations adopted by CQUniversity in relation to the Proposed Additional Contravention are not compliant with the FW Act or the relevant Agreement. The response will set out the reasons for the FWO's views. - However, if CQUniversity agrees to amend its assumptions, methodology or interpretations in a way that will be set out in the response (and, if applicable, conduct any further remediation of underpayments in accordance with those views), the FWO would be willing to enter into discussions to make an Addendum for the purpose of clause 20 and Attachment E of the Undertaking.	CQUniversity is to inform the FWO in writing within a further 28 days whether or not it will agree to adopt the FWO's views on assumptions, methodology or interpretation and, if applicable, conduct any further remediation of underpayments in accordance with those views.
Information Request	- The FWO does not have sufficient information to properly respond to the Addendum Request. - The response will set out any further information or documents the FWO may reasonably require.	CQUniversity is to provide to the FWO, within a further 28 days, any information or documents requested.
Other refusal	The FWO cannot agree to the Addendum Request for a reason other than a Methodology Concern or Information Request (for example, because it does not fall within the scope of clause E.2 or satisfy the requirements in clause E.3 of Attachment E to the Undertaking. The response will set out the reasons for the FWO's views.	None – the Addendum Request will lapse.

E.5 If CQUniversity provides the requested information or documents to the FWO in response to an Information Request response, the FWO agrees to reconsider the material as if it were a fresh Addendum Request and provide another response as set out in clause E.4 of this Attachment E.

E.6 Where the FWO provides a Methodology Concern response to CQUniversity, but CQUniversity does not wish to adopt the FWO's views on the assumptions, methodology or interpretations of the Proposed Additional Contravention:

- (a) CQUniversity may, as part of providing the response set out in column 3 of the table in clause E.4, provide the FWO with further material to explain its position. The FWO agrees to reasonably consider that material, but is not obliged to amend its position;
- (b) the FWO and CQUniversity may agree to (but are not obliged to) hold discussions or exchange correspondence at any time about the assumptions, methodology or interpretations of the Proposed Additional Contravention;
- (c) if, following any further consideration, discussions or correspondence set out in clauses E.6(a) or E.6(b) of this Attachment E, the FWO and CQUniversity jointly agree to adopt a position that is different from the Methodology Concern, the FWO will send CQUniversity an Acceptance in writing that reflects the agreement reached;
- (d) at any time after CQUniversity provides the response set out in column 3 of the table in clause E.4 of this Attachment E, either the FWO or CQUniversity may inform the other party in writing that they no longer wish to pursue an Addendum Request in response to that Proposed Additional Contravention.

E.7 For the avoidance of doubt, the extension of time procedure in clauses 73 and 74 of this Undertaking applies to the procedure set out in this Attachment E.

Provision and content of an Addendum

E.8 Within 28 days of the FWO providing CQUniversity with an Acceptance or receiving an agreement by CQUniversity to adopt the FWO's views and (if applicable) conduct further remediation in response to a Methodology Concern, the FWO will provide CQUniversity with a draft Addendum concerning the Proposed Additional Contravention. The FWO and CQUniversity agree to hold discussions to finalise the Addendum as soon as possible.

E.9 An Addendum may include the following material:

- (a) recitals relating to the Proposed Additional Contravention, including reference to (but not copies of) any exchange of correspondence between CQUniversity and the FWO about the assumptions, methodology or interpretations;
- (b) the FWO's reasonable belief, and CQUniversity's admission, of the Proposed Additional Contravention; and
- (c) if the Addendum is to be entered into following a Methodology Concern, any mechanism for further remediation of the Proposed Additional Contravention to affected employees.

No Addendum except as agreed in writing

E.10 The parties agree that no Addendum is entered into unless a document is executed by both parties following the procedure set out in this Attachment E.