

ENFORCEABLE UNDERTAKING

This undertaking is **given** by the University of Melbourne 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 the University of Melbourne (**UoM**).

COMMENCEMENT

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

BACKGROUND

3. UoM is established under the *University of Melbourne Act 2009* (Vic). UoM is part of the Group of Eight (**Go8**) and one of Australia's leading universities, and had an operating income of \$2.9 billion in 2023. UoM has nine faculties. As at December 2023, UoM employed 10,514 full-time equivalent (**FTE**) staff with 973 FTE casual staff, including casual academic employees (**CAEs**).
4. UoM is a registered charity under the *Australian Charities and Not-for-Profits Commission Act 2012* (Cth) and is 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).
5. Between 19 February 2014 and 1 January 2020, UoM's Faculty of Arts (**FoA**) had in place benchmarks for the payment of hours of marking work performed by CAEs under the *University of Melbourne Enterprise Agreement 2013* (**2013 Enterprise Agreement**) and the *University of Melbourne Enterprise Agreement 2018* (**2018 Enterprise Agreement**) (together, the **Applicable Enterprise Agreements**), that allocated a set period of time to mark based on word count (**Benchmarks**).
6. During the period March 2017 to June 2019, UoM undertook reviews in relation to overall quality and quality assurance arrangements of the FoA Bachelor of Arts course, and to address feedback in respect of working conditions for staff including on CAE remuneration for marking work and the adequacy and application of the Benchmarks.
7. Between July 2019 and 2 September 2019:
 - a) UoM engaged with the National Tertiary Education Union (**NTEU**) to gather information from CAEs regarding hours worked, including in relation to marking work; and
 - b) a Sessional Staff Working Group was established with key stakeholders (including all Heads of School and School Managers in the FoA) which recommended the development of a local operating rule (**Local Operating Rule**) to provide a framework and guidance for, among other things, CAE marking work and the use of Benchmarks for adoption by the FoA.

8. On or about 30 September 2019, the NTEU met with UoM and advised it of allegations of underpayments for marking work performed by CAEs in the FoA. To respond to these allegations, a joint working group comprised of UoM and the NTEU was established during early 2020.
9. On or about 4 February 2020, the FoA introduced a Local Operating Rule governing the use of the Benchmarks applicable across the FoA.
10. From 25 June 2020, UoM commenced a program of back payments to current and former academic staff including CAEs for marking work in the FoA (**Faculty Backpays**).
11. On or about 5 August 2020, the FWO became aware of media reports regarding underpayments at UoM and commenced an investigation (**FWO Investigation**) into UoM's alleged non-compliance with the Applicable Enterprise Agreements, including in relation to CAEs in the FoA in the period 19 February 2017 to 4 February 2020.
12. The FWO issued investigation findings letters on 21 December 2022 and 30 January 2023 in relation to the FWO Investigation which focussed on CAEs within the FoA, including findings that UoM contravened sections 535(4) and 50 of the FW Act. The FWO subsequently commenced legal proceedings against UoM in the Federal Court of Australia in Matter No. VID69 of 2023 on 9 February 2023 (the **Proceeding**) in relation to alleged underpayments and record keeping contraventions for marking work for 14 named CAEs in the FoA (**Named CAEs**).
13. In or about December 2020, UoM commenced a comprehensive program of work (**Remediation Review**) to identify potential instances of non-compliance with the Applicable Enterprise Agreements to ensure current and former staff were paid correctly for work performed under these agreements between 1 March 2014 to 9 April 2024 (**Relevant Period**) (see clauses 24 to 38 below).
14. As at 21 November 2024, UoM has rectified underpayments in the amount of \$51,604,405.70 to 24,339 current and former staff, plus an additional \$4,427,365.65 in respect of superannuation contributions, \$11,442,198.09 in respect of interest on the rectified underpayments and \$1,026,731.01 in respect of interest on superannuation. Further detail is contained at clauses 39 to 45 below. The total quantified underpayments are set out in clause 41 below and in Annexure B.
15. UoM acknowledges that:
 - a) deficiencies in its compliance, oversight and governance processes have contributed to the contraventions identified through the Faculty Backpays and Remediation Review admitted in this Undertaking, including the underpayments of the Named CAEs;
 - b) between 19 February 2017 and 1 January 2020, the application of the Benchmarks resulted in some employees, including the Named CAEs, not being paid for all time worked; and
 - c) it could have acted in a more timely manner to consider the reviews and feedback regarding the Benchmarks.
16. UoM also acknowledges:
 - a) the importance of compliance with its employment obligations, including in respect of

managing casual staff workload; and

- b) that the higher education sector is a priority area of focus for the FWO.
17. Given the matters outlined above, and UoM's position as a leading higher education institution, UoM has and will continue, including through the commitments given in this Undertaking, to identify, advocate and lead initiatives which aim to drive continuous improvement and better standards in workplace relations compliance for UoM, its staff and more broadly for the sector.
18. UoM has:
- a) apologised to staff by way of correspondence on 9 September 2021 from the Vice Chancellor and 2 November 2022 from the Deputy Vice-Chancellor;
 - b) expressed its contrition and remorse in statements before a Senate Committee hearing on 22 February 2022, and in its 2021 and 2022 Annual Reports tabled in Parliament; and
 - c) introduced a program of corrective actions and improvements to workplace relations compliance across UoM (from December 2020 and ongoing) as summarised below and the commitment to this program of work was publicly restated in the Annual Report of 2023.
19. UoM has denied liability in respect of the Proceeding. UoM has made certain admissions in this Undertaking, as detailed at clauses 21 and 22. UoM denies the allegations that the contraventions constituted serious contraventions and that it knowingly kept false and misleading records.
20. Given the matters outlined above and in circumstances of reaching agreement with UoM on the terms of this Undertaking, the FWO is of the view that it would not be in the public interest to continue with the Proceeding.

ADMISSIONS

21. The FWO has formed a reasonable belief, and UoM admits, that during the period from 19 February 2017 to 1 January 2020, UoM contravened:
- a) section 50 of the FW Act by failing to pay each of the Named CAEs, the amount or amounts set out in Column E of the Schedule to this Undertaking to which each employee was entitled under Schedule 1, Clause 3.12, 2013 Enterprise Agreement, and Clause 2.8.4.4, 2018 Enterprise Agreement for Academic (casual) – Sessional marking; and
 - b) section 535(1) and (2) of the FW Act by failing to make and keep employee records as required by regulation 3.33(2) of the *Fair Work Regulations 2009* (Cth) (the **FW Regulations**) for all casual hours of the required marking work in respect of the Named CAEs.
22. The FWO has formed a reasonable belief, and UoM admits, that during the Relevant Period, UoM contravened:
- a) section 50 of the FW Act by failing to pay each of the employees listed in Column B of the Schedule to this Undertaking (**Affected Staff Members**), the amount or amounts, which is identified in the relevant Column of the Schedule in relation to that employee, to which that

employee was entitled under the Applicable Enterprise Agreements in respect of each clause, set out in Annexure A:

- i) Column C — Academic (casual) - Casual minimum engagement
- ii) Column D — Academic (casual) - Non-sessional activity
- iii) Column E — Academic (casual) - Sessional marking
- iv) Column F — Academic (casual) - Sessional teaching
- v) Column G — Professional (casual) - Casual minimum engagement (ordinary hours)
- vi) Column H — Professional (casual) - Casual minimum engagement (overtime)
- vii) Column I — Professional (casual) - Casual minimum engagement (public holiday)
- viii) Column J — Professional (casual) - Casual minimum engagement (weekend)
- ix) Column K — Professional (casual) - Ordinary hours
- x) Column L — Professional (casual) - Overtime
- xi) Column M — Professional (casual) - Public holiday overtime
- xii) Column N — Professional (casual) - Weekend overtime
- xiii) Column O — Professional (fixed term and continuing) - Overtime (part-time)
- xiv) Column P — Professional (fixed term and continuing) - Overtime (full-time)
- xv) Column Q — Professional (fixed term and continuing) - Weekend overtime
- xvi) Column R — Professional (fixed term and continuing) - Public holiday overtime
- xvii) Column S — Professional (fixed term and continuing) - Time off in lieu (TOIL)
- xviii) Column T — Professional (fixed term and continuing) - Time off in lieu balance adjustment (TOIL – Days)
- xix) Column U — Professional (fixed term and continuing) - Academic supplementary work
- xx) Column V — Professional (fixed term and continuing) - Professional supplementary work
- xxi) Column W — Professional (fixed term and continuing) - Shift loading
- xxii) Column X — Academic (fixed term and continuing) - Clinical loading
- xxiii) Column Y — Professional (fixed term and continuing) - Increment progression
- xxiv) Column Z — Professional (fixed term and continuing) - Annual salary
- xxv) Column AA — Academic (fixed term and continuing) - Increment progression

- xxvi) Column AB — Academic (fixed term and continuing) - Annual salary
- xxvii) Column AC — Casual Academic staff - sessional teaching and other academic activities
- xxviii) Column AD — Trades and Services Employees - Call back payments
- xxix) Column AE — Academic (fixed term and continuing) - Ordinary hours
- xxx) Column AF — Motor vehicle allowance
- xxxi) Column AI — Faculty Backpays - which includes an amount in respect of entitlements specified in the Schedule as applicable to the Affected Staff Members; and

- b) section 535 of the FW Act by failing to make and keep employee records as required by the FW Regulations in respect of certain Affected Staff Members during the Relevant Period, including complete records of casual hours of required marking work.

23. The contraventions identified in this Undertaking do not include:

- a) any contraventions which relate to, or arise as a consequence of, UoM failing to comply with the FW Act, the FW Regulations and/or the Applicable Enterprise Agreements (**FW Act Obligations**) in relation to any staff member who is not an Affected Staff Member. For the avoidance of doubt, this Undertaking is not given in respect of any employees who are not Affected Staff Members who were underpaid as a result of UoM failing to correctly apply the Applicable Enterprise Agreements and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any contravention because of any such underpayment;
- b) any contraventions which have not been fully remediated by UoM as at the Commencement Date in respect of any staff member. For the avoidance of doubt, this Undertaking does not include any contraventions affecting any staff member (including an Affected Staff Member) that have not been remediated in full by UoM as at the Commencement Date. Therefore, any contravention (including those listed in Annexure A) can still be the subject of an application and orders under Division 2 of Part 4-1 of the FW Act, until the relevant Affected Staff Member has been fully remediated in respect of that contravention; or
- c) any contraventions which have not yet occurred at the date that this Undertaking is offered by UoM.

Remediation Review

24. The following clauses 25 to 38 summarise the various reviews, investigations and remedial steps and actions UoM has taken since December 2020.

Diagnostic Review

25. In December 2020, UoM commenced a diagnostic review of its compliance with its obligations under

the 2018 Enterprise Agreement, including a review of payroll data over a one year period for the purposes of identifying any potential errors and potential underpayments of current and former staff covered by the 2018 Enterprise Agreement (**Diagnostic Review**). The key areas of non-compliance identified in the Diagnostic Review included:

- a) casual minimum engagement period for non-sessional academic activities;
- b) casual minimum engagement period for professional, administrative and support occupations (**PASO**);
- c) incorrect application of derived sessional rates for different sessional academic activities;
- d) incorrect application of non-sessional academic rates; and
- e) overtime payments for PASO staff.

Remediation Review

26. Under the Remediation Review, payments to staff have been made progressively, based on cohorts. The Remediation Review and Faculty Backpays has resulted in the amounts identified at clause 41 below being quantified for payment to staff.

Backpay Review

27. In mid-2022, UoM decided to top up the Faculty Backpays for consistency with how any shortfalls were calculated in the Remediation Review. This included calculating any shortfalls based on the historical rates that applied to the staff member and the work performed at the relevant time, with interest being applied to these amounts, and on any superannuation contributions required to be made to an accumulation fund.

Corrective steps, action and improvements undertaken

28. The following clauses 29 to 38 summarise the program of corrective actions and improvements to workplace relations compliance across UoM undertaken since 2021.

Project Management Office for Remediation

29. In December 2021, UoM established a dedicated Project Management Office led by a program director, with specialist skills in remediation, for the purpose of planning and facilitating the delivery across the Remediation Review, to help ensure timely remediation for staff and the implementation of corrective actions.

Practices Review

30. UoM undertook a review of engagement and payment of casual staff (**Practices Review**) which further informed the issues that required remediation. UoM implemented a number of process and system improvements to address issues arising from the Practices Review, including improvements to:
- a) rostering and time attendance recording systems;

- b) processes for timecard approval;
- c) processes for casual induction;
- d) training of supervisors responsible for engaging and managing casuals; and
- e) reviewing and updating casual letters of engagement.

Staff contact lines, claims and queries

31. UoM has established and implemented the following mechanisms and improvements for staff to raise queries:

- a) in September 2021, UoM established a dedicated 'casual contact line' for staff to raise wage and casual employment queries outside of their direct line management structure. UoM later expanded this line to enable all other staff to raise queries in respect of any potential underpayment;
 - b) UoM commissioned a dedicated response platform (including communications and phone lines) to support and assist staff to resolve queries on any back payments made; and
 - c) in September 2022, UoM established an escalation/triage process and team for dealing with enquiries through these various lines,
- together, the **Dedicated Contact Platform**.

Wage Queries Stream

32. On or around 20 July 2022, UoM established a dedicated wage queries and claims stream (**Wage Queries Stream**) to consider and resolve any ad-hoc queries and claims raised by current and former staff. UoM continues to track and resolve staff queries and claims through the Wage Queries Stream.

Operating rules, instructions and guidance material

33. UoM published various materials for managers and staff (including casual staff members) on how to supervise, record, and manage time and administer relevant entitlements under the 2018 Enterprise Agreement, including:

- a) in February 2020, UoM issued the Local Operating Rule for the FoA to provide specific guidance and rules on applying key entitlements under the 2018 Enterprise Agreement;
- b) in February 2021, UoM published a Workplace Relations Guidance Note as a reference tool for matters relating to casual academic staff and briefed managers and supervisors on its terms;
- c) in February 2023, UoM launched a dedicated online site containing instructions for supervisors, staff and University leaders, with a specific section dedicated to casual employment; and
- d) in March 2023, UoM introduced further 'Local Operating Rules' for the Faculty of Fine Arts and Music and implemented a University-wide 'Casual Entitlements and Obligations Guide'. This material is also referred to in casual staff contracts.

Workplace relations compliance communications and training

34. UoM has provided the following additional workplace relations compliance communication and training in respect of casual staff:

- a) from February 2023, UoM introduced three "eLearn" modules for casual staff and compulsory training for supervisors of casual staff, titled:
 - i) "Casual Employee Compliance Training";
 - ii) "Supervising Casual Academics"; and
 - iii) "Supervising Casual Professionals",

which covered training on entitlements under the 2018 Enterprise Agreement and how to apply those entitlements. These modules included guidance on how casuals are to seek approval for any additional time worked;

- b) from March 2023, casual staff compliance training was undertaken, which involved mandatory training for all casual staff on how to record time and submit timecards;
- c) in December 2022 and February 2023, a communications pack for senior leaders and a separate pack for HR leaders was provided to assist them to support supervisors and staff on the correct application of casual minimum engagement rules;
- d) since 2021, over 2,000 UoM managers have attended training seminars on how to apply relevant entitlements under the 2018 Enterprise Agreement; and
- e) further staff communications on these matters, including Town Halls, HR Briefings and rolling awareness education campaigns occurred throughout 2022 and 2023.

Casual Workforce Compliance Managers

35. In 2023, to strengthen governance and oversight of compliance with the 2018 Enterprise Agreement and to improve its management and engagement of casual staff, UoM invested in 13 new roles called 'Casual Workforce Compliance Manager' and a new position of 'Practice Lead Manager – Casual Workforce Compliance'. The Compliance Managers have specialist casual employment training and provide centralised oversight and support for each Faculty and area of Chancellery.

Casual process mapping

36. During 2022, UoM undertook a project called 'Casual Process Mapping' for the purpose of mapping casual employment processes and workflows across UoM, with a view to identifying opportunities for improvement and strengthening compliance more generally. This project helped inform:

- a) corrective actions on standardised delegations and authorisation of casual employment and payment across UoM to strengthen managerial oversight and compliance;
- b) improvements to UoM's rostering and attendance reporting processes; and
- c) initial requirements for UoM's new Enterprise Resource Planning System (**ERP System**) (see

clauses 60 to 62 below).

Initial systems upgrades

37. UoM has implemented a number of system improvements to its human resources, finance and research administration system (**Themis System**) aimed at enhancing compliance and oversight of casual staff workloads, including:
- a) the introduction of start and finish times to the timecard system to enhance oversight of casual staff work practices for casual minimum engagement, public holidays, breaks and overtime;
 - b) undertaking a review of all pay codes and ensuring they align with the 2018 Enterprise Agreement and the *University of Melbourne Enterprise Agreement 2024 (2024 Enterprise Agreement)*, and decommissioning pay codes that did not; and
 - c) enhancements to coding and checks relating to casual initial and repeat lecture and tutorial entitlements.
38. As updates and changes were iteratively made to the Themis System, knowledge and guidance articles were published for staff.

REMEDATION PAYMENTS

39. UoM has made, and continues to make, remediation payments to current and former staff in respect of entitlements arising under the Applicable Enterprise Agreements. The remediation payments made as at 21 November 2024 are detailed in clause 14. The total remediation payments quantified as at 21 November 2024 are detailed in clause 41.
40. UoM has applied the following methodology for the Remediation Review:
- a) calculating any shortfalls based on the historical rates that applied to the staff member and the work performed at the relevant time;
 - b) interest is applied to these amounts, and on any superannuation contributions required to be made to an accumulation fund;
 - c) interest payments are calculated at the higher of the two half-yearly RBA cash rates in the relevant financial year plus 4 per cent per annum across each financial year of the relevant review period; and
 - d) where an Affected Staff Member is due to receive less than \$100 (gross and inclusive of on-costs) as part of the Remediation Review, UoM topped up the amount to \$100 (gross and inclusive of on-costs) as set out in Annexure B and the Schedule as 'Additional Payments'.
41. As of 21 November 2024, UoM informed the FWO that as a result of the Faculty Backpays and Remediation Review, it identified that it had underpaid the staff named in Column B of the Schedule to this Undertaking:
- a) a total underpayment of \$54,058,461.49 (**Underpayment**) impacting 25,576 current and former staff. All Affected Staff Members were covered by the Applicable Enterprise

Agreements over the Relevant Period;

- b) additional costs of \$4,624,771.38 in relation to superannuation (**Superannuation Amount**) and \$12,321,908.14 in relation to interest owed on the Underpayment and \$1,095,718.15 in relation to interest owed on the Superannuation Amount (**Interest Amount**); and
 - c) the non-compliance identified was the result of UoM failing to properly comply with the provisions listed in Annexure A.
42. UoM has advised the FWO that it has identified a further subset of entitlements covering termination payments, and annual and long service leave entitlements, to be assessed within its Remediation Review, referred to as Stage 2 (**Stage 2**). As of the date of this Undertaking, UoM has not yet established the quantum of underpayments under Stage 2 of its Remediation Review.
43. The FWO acknowledges UoM's co-operation with the FWO Investigation since 21 August 2020, including the provision of regular updates relating to the Remediation Review.
44. The FWO further acknowledges UoM's ongoing commitment to establish and implement appropriate systems and processes across UoM to avoid any similar contraventions recurring as detailed in this Undertaking.
45. In consideration of the matters set out in clauses 39 to 44 above, the FWO accepts this Undertaking, the terms of which are set out below.

UNDERTAKINGS

46. Upon execution of this Undertaking, the FWO will do all things necessary to have the Proceeding dismissed with no order as to costs.
47. Upon the Commencement Date, UoM will take the actions set out at clauses 48 to 52 (inclusive) below.

Complete Remediation

48. UoM will take Reasonable Steps to locate all Affected Staff Members and pay any outstanding Underpayment and associated Superannuation Amount and Interest Amount to that Affected Staff Member.
49. From the Commencement Date and until Stage 2 of the Remediation Review is complete, UoM will report to the FWO every three months on the following:
- a) the outcomes of the work conducted and finalised in that prior three month period, including the issues identified and remediation payments made to current and former staff as a result. For this purpose, UoM will also provide a report in the same format as the Schedule; and
 - b) key milestones and progress achieved by UoM in finalising Stage 2.
50. UoM will notify the FWO of completion of the Remediation Review as soon as possible, and no later than 14 days, after it completes the Remediation Review.

Unclaimed Monies

Former staff that cannot be located

51. Within 180 days of the completion of the Remediation Review and following all Reasonable Steps under clause 48 being taken, if any of the staff to whom payments are owed under this Undertaking cannot be located, UoM will pay the underpayment amounts owing to those staff (excluding superannuation and interest) to the Commonwealth of Australia in accordance with section 559 of the FW Act. UoM will complete the required documents supplied by the FWO for this purpose.

Former staff located by the FWO

52. In the event that the FWO is able to locate and contact any former staff to whom clause 51 applies, the FWO will (in addition to its obligations under section 559 of the FW Act) notify UoM in writing of the name and contact details of the former staff member. UoM will then contact the former staff within 14 days, and within 28 days of receiving their bank account and superannuation fund details, UoM will:
- a) pay to the former staff member interest on the amount already paid by UoM to the Commonwealth of Australia in respect of that staff member, calculated for each financial year from the date that the staff member first became entitled to that amount until the date 90 days after UoM first attempted to contact the staff member; and
 - b) pay to the former staff member's nominated superannuation fund an amount equal to the amount that would have been required by law, had UoM paid the underpayment directly to the former staff member.

Leading Role in the Higher Education Sector

53. UoM acknowledges that continued meaningful and long-term cultural change in the university sector in respect of workplace relations compliance is required. Given UoM's position as a leading higher education institution, UoM has and will continue to commit (including through the commitments given in this Undertaking) to taking a leading role in helping driving sector-wide changes to assist reform and prioritise workplace relations compliance. In furtherance of this objective, UoM will undertake the following forward facing governance, organisational changes and reforms set out in clauses 54 to 80.

Governance

54. UoM will ensure that there is:
- a) a committee of Council; and
 - b) a committee of University Executive (UE),
- with an explicit focus on workplace relations compliance matters.
55. UoM will create, at Council level, a renamed and repurposed version of the current Council 'HR & Remuneration' subcommittee. The existing terms of reference and any associated charters and

governing documents will be expanded and amended as necessary to provide for governance oversight by Council on workplace relations compliance matters. This will include a specific standing agenda to provide for items as needed for governance oversight on compliance with:

- a) the FW Act;
- b) the 2024 Enterprise Agreement (as amended or replaced); and
- c) this Undertaking.

56. UoM will create, by repurposing its current employment compliance oversight committee of senior executive management, a dedicated committee of UE to receive reports and advice on all material workplace relations compliance and risk matters from a new centralised Employment Compliance Directorate (**ECD**) (described below). The Executive Director of the ECD will be a standing attendee of the UE committee. The existing terms of reference and any associated documents will be expanded and amended as necessary.

New Employment Compliance Directorate

57. UoM will invest in and establish a new centralised ECD, led by a newly created dedicated Executive Director, which will support a maturing culture of employment compliance and continuous improvement at UoM and will have an explicit focus on:

- a) *governance and sector leadership* including oversight and support of core governance and management groups, institutional oversight of employment compliance ensuring accountability with the 2024 Enterprise Agreement (as amended or replaced from time to time), relevant legislation, consistent best practices and effective risk controls and leadership, including sharing best practice with the sector;
- b) *practice leadership* including contribution to policy development and continuous improvement of frameworks, standard operating procedures, processes and systems;
- c) *training and capability* including developing and embedding staff and supervisor training and education programs;
- d) *wage enquiries and case management* including management of wage related enquiries, assessment of claims and undertaking investigations and continuous improvement of standard operating rules and processes;
- e) *project leadership and implementation* including contribution to the development of the ERP System and requirements for employment reporting and compliance and design and support of the rollout of Comply Online;
- f) *monitoring, assurance and reporting* including oversight and support of the development and implementation of an employment compliance framework, internal compliance processes, systems and controls and oversight of the development of internal assurance processes and audits in conjunction with Risk & Assurance; and

g) *compliance and risk reporting and monitoring* with the terms of this Undertaking, the 2024 Enterprise Agreement and other related compliance matters, including reporting and advising the UE subcommittee referred to above at clause 56 on all material workplace relations compliance and risk matters.

58. It is expected that the changes in clauses 54 to 57 will commence within 60 days of the Commencement Date. UoM will provide to the FWO evidence of its compliance within 30 days of the changes being implemented, including the terms of reference and details of the composition of the committees referred to at clauses 55 and 56.

Sector initiatives

59. To increase the profile of workplace relations compliance in the sector, UoM:

- a) will seek to have workplace relations compliance included as a standing agenda item for discussion at Chief People Officer meetings of the Go8 universities, within 30 days or at the next available meeting following the Commencement Date (whichever is later); and
- b) HR, IT and Finance leadership will also present at sector conferences or similar workshops in 2025, to share experience and learnings on workplace relations compliance in particular in relation to addressing wage compliance, casual employment and staff workloads;
- c) will cooperate with reasonable requests from the FWO to participate in or present at events similar to those in subclause 59(b) that may be identified by the FWO; and
- d) will provide updates to the FWO on a quarterly basis regarding initiatives under this clause, including details of presentations given.

Future systems and process improvements

60. To further improve wage and workplace relations compliance within UoM, and as part of UoM taking a sector leading approach, UoM has committed approximately \$105 million to design, develop and implement a comprehensive ERP System. The ERP System will be made up of three platforms:

- a) Workday – core HR and finance system;
- b) Ascender / Dayforce – Payroll system; and
- c) UKG Dimensions (Kronos) – rostering and time and attendance.

61. The key elements of the ERP System for compliance with the FW Act are the time and attendance facility of UKG Dimensions (Kronos) and the new Payroll system (together, the **New System**).

62. The ERP System is currently in the testing phase and will be implemented in phases that are expected to commence on 31 May 2025.

63. The New System will be implemented after testing (inclusive of a three month review period after the deployment of the New System) by 31 August 2025 (**Full Implementation Date**), and UoM will notify the FWO of the implementation of the New System within 30 days. For the avoidance of doubt, the extension of time facility in clause 94 applies to this clause.

Audit of New System

64. By no later than 12 months after the Full Implementation Date of the New System, UoM's Program Office will commence an audit of the New System in order to assess UoM's compliance with its FW Act Obligations (**Audit**). UoM's Program Office and associated resources will be established and comprise subject matter experts, led by a program director. The Program Office will convene and lead the Audit. UoM must ensure that the Audit conducted by the Program Office includes:
- a) a review of the New System to ensure that the payroll system is translating all hours of work into all relevant payable entitlements and leave entitlements correctly in accordance with its FW Act Obligations for relevant cohorts of staff;
 - b) an assessment of whether the entitlements of at least 5% of staff whom the 2024 Enterprise Agreement (as amended or replaced) covers and applies to (**Sampled Employees**) have been correctly calculated by UoM in compliance with its FW Act Obligations for two full pay cycles following the Full Implementation Date;
 - c) the Sampled Employees will include a range of classifications and employment types (full-time, part-time and casual staff) from different working locations (where applicable); and
 - d) the production of a written report on the Audit, setting out findings, and the facts and circumstances surrounding them, to the FWO (**Audit Report**).
65. By no later than 9 months after the Full Implementation Date, UoM will:
- a) engage an external specialist to review the details of the methodology to be used by the Program Office to conduct the Audit prior to the Audit being conducted;
 - b) require the external specialist to provide a copy of their review to the FWO and to be available to provide information to the FWO's reasonable satisfaction in respect of any concerns, issues or questions that the FWO may have in relation to the methodology used by the Program Office to conduct the Audit; and
 - c) address any reasonable concerns or issues that the FWO may have in relation to the proposed methodology prior to conducting the Audit.
66. UoM will use best endeavours to ensure the Program Office provides the draft written report regarding the Audit to the FWO by no later than 15 months after the Full Implementation Date, setting out the matters detailed at subclauses 64(a) and 64(b) above.
67. UoM will use best endeavours to ensure the Audit is finalised and the Audit Report is provided to the FWO within one month of the FWO providing any comments on the draft report described at clause 66 above to the Program Office.

Outcomes of Audit

68. If the Audit identifies underpayments to any current or former staff of UoM, UoM will conduct a reconciliation of the amounts paid to those staff for the period of the Audit and rectify any

underpayments that are identified.

69. UoM will provide to the FWO evidence that it has completed such rectification within 60 days of being informed by the FWO of the requirement to undertake the reconciliation.
70. If any staff identified in the Audit as having underpayments owing to them cannot be located within 180 days of the conclusion of the Audit and following all Reasonable Steps being taken, UoM will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. UoM will complete the required documents supplied by the FWO for this purpose.
71. If the Audit identifies an underpayment of minimum entitlements to one or more staff, and the FWO reasonably believes that staff not included in the Audit are also likely to have been underpaid then, where requested by the FWO, UoM will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further audit of all staff who the FWO considers may have been underpaid the relevant minimum entitlement(s) (**Additional Audit**). The Additional Audit must also include the external specialist reviewing the relevant aspects of the payroll systems and the associated controls in place in respect of the minimum entitlements identified with a view to recommending any further necessary systems or mechanisms. The Additional Audit must be paid for by UoM.
72. If requested by the FWO, UoM must provide the FWO with all source records and documents used to conduct the Audit, including any working documents, within 21 days of such a request.

Implementation of 2024 Enterprise Agreement and training

73. UoM has embedded a robust implementation program for the 2024 Enterprise Agreement.
74. UoM will continue to educate staff responsible and accountable for the management of staff, human resources and payroll on entitlements and obligations in the 2024 Enterprise Agreement, including in respect of managing casual staff workload.
75. UoM will continue to develop, distribute and implement instructions, written guidance, communications, and other training material to help educate and promote consistency in the interpretation and application of the 2024 Enterprise Agreement, including mandatory e-learn training for all casual staff and supervisors of casual staff.
76. UoM will provide copies of the material referred to at clause 75 to the NTEU within 30 days of the Commencement Date.
77. UoM will provide to the FWO, within 30 days of publication, copies of the further material referred to at clause 75.

Joint Consultative Committee – Worker Voice

Purpose of Joint Consultative Committee

78. The 2024 Enterprise Agreement acknowledges the benefit for staff of the parties to that Agreement, including the NTEU, having regular meetings to discuss matters relating to the implementation of

the 2024 Enterprise Agreement during its operation (the **Purpose**). To this end, clause 1.44 of that Agreement provides for a Joint Consultative Committee (**JCC**) to be convened and to meet as required to give effect to the Purpose.

Terms of Reference and Employment Compliance Aspects

79. To give further effect to the JCC Purpose, UoM will within 60 days of the Commencement Date, prepare (and use its best endeavours to agree with the other unions covered by the 2024 Enterprise Agreement including the NTEU) formal terms of reference (**ToR**) for the JCC, that in addition to the requirements in clause 1.44 of the 2024 Enterprise Agreement, provide for:

- a) the Executive Director of the ECD to be a standing member of the JCC;
- b) UoM to convene the JCC as required and at least monthly (unless an alternate frequency is agreed between the members of the JCC) in accordance with the ToR requirements as to quorum, notice and procedure;
- c) an annual report from the Executive Director of ECD is provided to the members of the JCC outlining the key employment compliance risks, issues, process improvements and activities identified and/or undertaken by the UoM and the key employment compliance focus and work planned by the ECD for the following period;
- d) the parties to acknowledge:
 - i) the Wage Queries Stream (and other staff contact points established by UoM from time to time) are in place for receiving and handling employment and wage queries and issues from staff in a timely, coordinated, effective and efficient manner;
 - ii) the parties to the JCC may raise matters with UoM that properly relate to the Purpose with UoM for discussion; and
 - iii) that where matters properly raised at the JCC in subclause 79(d)(ii) above also concern employment compliance aspects that need to be considered and addressed by UoM, UoM will agree to report back to the JCC on any resolution of such employment compliance aspects; and
- e) a report to be provided from the ECD to the JCC on and following the final result of the Audit and any Additional Audit(s).

UoM JCC Governance Reporting

80. UoM will provide bi-annual reports to the committees of Council and UE, referred to at clause 54 above, regarding discussions and activities of the JCC, and where appropriate will raise more urgent matters as required.

Maintenance of Wage Queries Stream

81. UoM will maintain its Wage Queries Stream, including the Dedicated Contact Platform, to deal with any ad hoc queries and claims raised by current and former staff and any remediation and/or

corrective action needing to be taken which UoM considers is not otherwise remediated or corrected via the Remediation Review for a minimum period of 24 months post the Commencement Date, or until at least three months after the completion the Remediation Review (whichever is later). UoM will ensure that the telephone number and email address for the Dedicated Contact Platform is included in the apology letter (see clauses 31 and 84).

82. UoM will report to the FWO on a quarterly basis for a minimum period of 24 months post the Commencement Date, or until at least three months after the completion of the Remediation Review (whichever is later), regarding:
- a) a high-level summary of all compliance or wage issues raised through the Wage Queries Stream; and
 - b) the nature of any compliance issues confirmed by UoM as a result of contact made through the Wage Queries Stream and steps taken by UoM to address those issues.
83. UoM will ensure that:
- a) a copy of the quarterly reports (as provided to the FWO under clause 82 above) is tabled at the following JCC, UE, and Council subcommittees meetings; and
 - b) if requested by the FWO, UoM will provide Reasonable Evidence (as defined under clause 96) to the FWO of issues reported to the JCC, UE, and Council subcommittees under subclause 83(a) above.

ANNOUNCEMENT AND APOLOGY

84. Within 14 days of the Commencement Date, UoM will reiterate its contrition and provide a further written apology to Affected Staff Members in the same form as Annexure C to this Undertaking.
85. UoM will issue a public statement in the form contained in Annexure D (**Public Statement**) within 14 days of the Commencement Date, but not before the FWO issues a media release.
86. UoM will cause the Public Statement to be displayed on:
- a) UoM's internal intranet site accessible to staff of UoM; and
 - b) UoM's website at "www.unimelb.edu.au".
87. UoM will ensure the Public Statement remains on both UoM's intranet site and website, accessible through a hyperlink on the front page of the intranet site and website, respectively, for a period of 28 continuous days.
88. Within seven days of first placing the Public Statement on UoM's intranet site and website, UoM will provide evidence to the FWO of its placement.
89. At the end of the 28-day period referred to in clause 87 above, UoM will provide written confirmation to the FWO that the Public Statement has been continuously displayed on the intranet site and website.

NO INCONSISTENT STATEMENTS

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

CONTRITION PAYMENT

91. UoM will make a contrition payment to the Consolidated Revenue Fund within 30 days of the Commencement Date, in the amount of \$600,000.

92. UoM will provide evidence to the FWO of any contrition payment within 14 days of making payment to the Consolidated Revenue Fund.

ACKNOWLEDGEMENTS AND OTHER MATTERS

Acknowledgements

93. UoM 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 UoM set out in this document above in respect of decisions taken regarding enforcement action in the event that UoM is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by UoM to comply with its obligations under this Undertaking;
- b) consistent with the Note to section 715(4) of the FW Act, this Undertaking in no way derogates from the rights and remedies available to any other person arising from the conduct set out herein;
- c) consistent with section 715(3) of the FW Act, UoM may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d) if UoM contravenes any of the terms of this Undertaking:
 - i) the FWO may apply to any of the Courts set out in section 715(6) of the FW Act, for orders under section 715(7) of the FW Act; and
 - ii) this Undertaking may be provided to the Court as evidence of the admissions made by UoM in clauses 21 and 22 above, and also in respect of the question of costs.

Extensions on times for completion

94. UoM may request of the FWO an extension on a time specified for completion of an obligation under this Undertaking. The FWO will not unreasonably withhold agreement on a request for an extension of time.
95. 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.

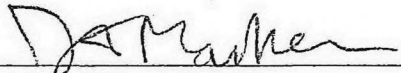
Glossary

96. Unless the contrary intention appears, words in the singular include the plural, and other than terms defined, have their ordinary natural meaning.
- **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 UoM or by any of its employees or agents; and/or
 - b) the accuracy and correctness of any information provided by UoM, or by any of its employees or agents; and/or
 - c) compliance by UoM with any term of this Undertaking.
 - **Reasonable Steps** will include, but are not limited to, repeated and multi-channel attempts to contact an Affected Staff Member through:
 - a) contacting former Affected Staff Members via their last known email address, or via their advised emergency contact details;
 - b) where UoM does not know an Affected Staff Member's last known email address or emergency contact details, or receives a bounce-back email, sending a SMS to the Affected Staff Member's last known phone number informing them they are eligible for a remediation payment and providing a link to a 'Secure Employee Portal';
 - c) sending repeated SMS communications to Affected Staff Members who have not registered onto the Secure Employee Portal;
 - d) sending a hard copy letter to Affected Staff Members who have not registered onto the Secure Employee Portal to their last known address via registered post. This letter advises the former employee they will be receiving a back payment as part of UoM's Remediation Review and provides details on how to register onto the Secure Employee Portal;
 - e) searches on LinkedIn to identify former Affected Staff Members based on their name and any indication of affiliation with UoM; and

- f) paying remediation payments to the last known bank accounts of Affected Staff Members who were owed an amount less than \$5,000 (including interest and superannuation contributions) and who have not otherwise completed their registration on the Secure Employee Portal to provide relevant verification details to process their payment.

Executed as an undertaking

EXECUTED by an authorised person of the UNIVERSITY OF MELBOURNE on:

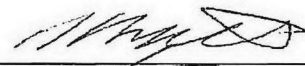


Professor Duncan Maskell
Vice Chancellor
University of Melbourne

4 / 12 / 2024

Date

in the presence of:

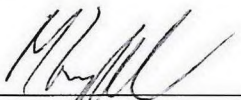


(Signature of witness)

NANCY HUGGETT

(Name of witness)

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




Michael Campbell
Group Manager – Operations
Delegate for the FAIR WORK OMBUDSMAN

5 / 12 / 2024

Date

in the presence of:



(Signature of witness)

CHRISTOPHER CRISAFI

(Name of Witness)

Annexure A – Clauses of Applicable Enterprise Agreements (Stage 1A and 1B)

Annexure B – Total Underpayment Amounts per Entitlement

Annexure C – Apology

Annexure D – Public Statement

ANNEXURE A

No.	Entitlement	Clause
1.	Academic (casual) - Casual minimum engagement	Clause 2.8.1.2(d), 2018 Enterprise Agreement Note: There is no minimum engagement consideration for academics under the 2013 Enterprise Agreement.
2.	Academic (casual) - Non-sessional activity	Schedule 1, Clauses 3.17 – 3.18, 2013 Enterprise Agreement Clauses 1.10.2 and 2.8.3, 2018 Enterprise Agreement
3.	Academic (casual) - Sessional marking	Schedule 1, Clause 3.12, 2013 Enterprise Agreement Clause 2.8.4.4, 2018 Enterprise Agreement
4.	Academic (casual) - Sessional teaching	Schedule 1, Clauses 3.5 – 3.11, 2013 Enterprise Agreement Clauses 2.8.4.2 – 2.8.4.3, 2018 Enterprise Agreement
5.	Professional (casual) - Casual minimum engagement (ordinary hours)	Clause 38, 2013 Enterprise Agreement Clause 3.12.1, 2018 Enterprise Agreement
6.	Professional (casual) - Casual minimum engagement (overtime)	Clause 38, 2013 Enterprise Agreement Clause 3.12.1, 2018 Enterprise Agreement
7.	Professional (casual) - Casual minimum engagement (public holiday)	Clause 38, 2013 Enterprise Agreement Clause 3.12.1, 2018 Enterprise Agreement
8.	Professional (casual) - Casual minimum engagement (weekend)	Clause 38, 2013 Enterprise Agreement Clause 3.12.1, 2018 Enterprise Agreement
9.	Professional (casual) - Ordinary hours	Schedule 1, Clause 5, 2013 Enterprise Agreement Clauses 1.10.2, 3.2.2 and 3.12.2, 2018 Enterprise Agreement

No.	Entitlement	Clause
10.	Professional (casual) - Overtime	Clauses 39 and 57.6, 2013 Enterprise Agreement Clauses 3.20.5 and 3.20.8, 2018 Enterprise Agreement
11.	Professional (casual) - Public holiday overtime	Clause 57.6, 2013 Enterprise Agreement Clauses 3.20.5 and 3.20.8, 2018 Enterprise Agreement
12.	Professional (casual) - Weekend overtime	Clauses 39 and 57.6, 2013 Enterprise Agreement Clauses 3.20.5. and 3.20.8, 2018 Enterprise Agreement
13.	Professional (fixed term and continuing) - Overtime (part-time)	Clauses 57.3 and 57.6, 2013 Enterprise Agreement Clause 3.20.7, 2018 Enterprise Agreement
14.	Professional (fixed term and continuing) - Overtime (full-time)	Clauses 57.3 and 57.6, 2013 Enterprise Agreement Clause 3.20.5, 2018 Enterprise Agreement
15.	Professional (fixed term and continuing) - Weekend overtime	Clauses 57.6, 2013 Enterprise Agreement Clauses 3.20.5 and 3.20.7, 2018 Enterprise Agreement
16.	Professional (fixed term and continuing) - Public holiday overtime	Clause 57.6, 2013 Enterprise Agreement Clauses 3.20.5 and 3.20.7, 2018 Enterprise Agreement
17.	Professional (fixed term and continuing) - Time off in lieu (TOIL)	Clauses 57.4 and 57.7, 2013 Enterprise Agreement Clauses 3.20.4 and 3.20.6, 2018 Enterprise Agreement
18.	Professional (fixed term and continuing) - Time off in lieu balance adjustment (TOIL - Days)	Clauses 57.4 and 57.7, 2013 Enterprise Agreement Clauses 3.20.4 and 3.20.6, 2018 Enterprise Agreement

No.	Entitlement	Clause
19.	Professional (fixed term and continuing) - Academic Supplementary work	Clause 3.16, 2018 Enterprise Agreement
20.	Professional (fixed term and continuing) - Professional Supplementary work	Clause 3.16, 2018 Enterprise Agreement
21.	Professional (fixed term and continuing) - Shift loading	Clauses 55.5 and 56.1, 2013 Enterprise Agreement Clauses 3.21.2 and 3.21.5, 2018 Enterprise Agreement
22.	Academic (fixed term and continuing) - Clinical loading	Schedule 1, Clause 2.1, 2013 Enterprise Agreement Clause 2.18.1, 2018 Enterprise Agreement
23.	Professional (fixed term and continuing) - Increment progression	Clause 45, 2013 Enterprise Agreement Clause 3.5, 2018 Enterprise Agreement
24.	Professional (fixed term and continuing) - Annual salary	Schedule 1, Clause 4, 2013 Enterprise Agreement Clause 3.2.2, 2018 Enterprise Agreement
25.	Academic (fixed term and continuing) - increment progression	Clause 45, 2013 Enterprise Agreement Clause 2.16, 2018 Enterprise Agreement
26.	Academic (fixed term and continuing) - Annual salary	Schedule 1, Clause 1, 2013 Enterprise Agreement Clause 2.2.3, 2018 Enterprise Agreement
27.	Casual academic staff – sessional teaching and other academic activities	Schedule 1, Clauses 3.5 – 3.12, 3.17 – 3.18, 2013 Enterprise Agreement Clauses 2.8.3, 2.8.4.2 – 2.8.4.4, 2018 Enterprise Agreement
28.	Trades and Services Employees - Call back payments	Schedule 2, Clause 5.2, 2013 Enterprise Agreement Clauses 3.22.2 and 3.22.3, 2018 Enterprise Agreement
29.	Academic (fixed term and continuing) - Ordinary hours	Clauses 5.2 and 15.1, 2013 Enterprise Agreement

No.	Entitlement	Clause
		Clause 2.11.1, 2018 Enterprise Agreement
30.	Motor vehicle allowance	Clause 49, 2013 Enterprise Agreement Clause 1.14, 2018 Enterprise Agreement
31.	Faculty Backpays	Schedule 1, Clauses 3.10 – 3.12, 3.17 – 3.18(h), 2013 Enterprise Agreement Clauses 2.8.3 and 2.8.4.3 – 2.8.4.4, 2018 Enterprise Agreement
32.	Other payments	Clauses 39, 57.3, 57.6 and Schedule 1, Clauses 3.5 – 3.12, 3.17 – 3.18 and 5, 2013 Enterprise Agreement Clauses 1.10.2, 2.8.3, 2.8.4.2 – 2.8.4.4, 3.2.2, 3.12.2, 3.16, 3.20.5, 3.20.7 – 3.20.8, 2018 Enterprise Agreement

ANNEXURE B

Schedule - Total Underpayment Amounts per Entitlement Type

Entitlement Type	Amounts
Academic (casual) - Casual minimum engagement	\$ 8,568,665.37
Academic (casual) - Non-sessional activity	\$ 4,679,530.33
Academic (casual) - Sessional marking	\$ 6,588,923.19
Academic (casual) - Sessional teaching	\$ 9,226,993.81
Professional (casual) - Casual minimum engagement (ordinary hours)	\$ 6,851,153.79
Professional (casual) - Casual minimum engagement (overtime)	\$ 2,157.98
Professional (casual) - Casual minimum engagement (public holiday)	\$ 197,586.67
Professional (casual) - Casual minimum engagement (weekend)	\$ 736,331.08
Professional (casual) - Ordinary hours	\$ 591,663.73
Professional (casual) - Overtime	\$ 531,577.56
Professional (casual) - Public holiday overtime	\$ 2,254,586.86
Professional (casual) - Weekend overtime	\$ 4,997,388.22
Professional (fixed term and continuing) - Overtime (part-time)	\$ 1,328,858.83
Professional (fixed term and continuing) - Overtime (full-time)	\$ 253,787.84
Professional (fixed term and continuing) - Weekend overtime	\$ 574,605.50
Professional (fixed term and continuing) - Public holiday overtime	\$ 371,155.33
Professional (fixed term and continuing) - Time off in lieu (TOIL)	\$ 63,988.34
Professional (fixed term and continuing) - Time off in lieu balance adj (TOIL - Days)	158.76 Days
Professional (fixed term and continuing) - Academic supplementary work	\$ 865.35
Professional (fixed term and continuing) - Professional supplementary work	\$ 4.98
Professional (fixed term and continuing) - Shift loading	\$ 111,887.77
Academic (fixed term and continuing) - Clinical loading	\$ 246,605.38
Professional (fixed term and continuing) - Increment progression	\$ 388,019.95
Professional (fixed term and continuing) - Annual salary	\$ 227,034.88
Academic (fixed term and continuing) - Increment progression	\$ 955,943.42

Entitlement Type	Amounts
Academic (fixed term and continuing) - Annual salary	\$ 184,042.98
Casual academic staff - sessional teaching and other academic activities	\$ 1,831,360.48
Trades and Services Employees - Call back payments	\$ 140.39
Academic (fixed term and continuing) - Ordinary hours	\$ 288,478.15
Motor vehicle allowance	\$ 3,518.29
Other	\$ 504,283.43
Additional Payments	\$ 307,770.65
Faculty Backpays	\$ 1,189,550.96
TOTAL UNDERPAYMENT	\$ 54,058,461.49
Interest	\$ 12,321,908.14
Superannuation	\$ 4,624,771.38
Interest on Superannuation	\$ 1,095,718.15

ANNEXURE C

Dear [name]

Further to earlier correspondence dated 9 September 2021 and 2 November 2022, the University of Melbourne (UoM) has now entered into an Enforceable Undertaking with the Fair Work Ombudsman (FWO) to ensure its ongoing compliance with Commonwealth workplace laws.

As you will be aware, UoM has been undertaking a comprehensive remediation program. Through the Enforceable Undertaking, UoM has admitted to the FWO that it contravened the *Fair Work Act 2009* (Cth) by failing to comply with its record keeping obligations and by underpaying staff in relation to the following enterprise agreements:

- the *University of Melbourne Enterprise Agreement 2013*; and
- the *University of Melbourne Enterprise Agreement 2018*.

The Enforceable Undertaking sets out UoM's substantial investment in corrective improvements to workplace relations undertaken since September 2020. Through the Enforceable Undertaking, UoM commits to a range of further measures to ensure its ongoing compliance with Commonwealth workplace laws.

You can access a copy of the Enforceable Undertaking on the FWO's website:

<https://www.fairwork.gov.au/about-us/compliance-and-enforcement/enforceable-undertakings/2023-2024-enforceable-undertakings>

UoM expresses its sincere regret and reiterates its apologies to you for failing to comply with its obligations.

We understand that you may have questions and concerns relating to this matter. If you have an enquiry about this matter, you can contact the Dedicated Contact Platform via:

- i) Telephone: 1800 497 036
- ii) Email: unimelbreview@deloitte.com.au
- iii) Online portal: <https://aurestructuring.deloitte-halo.com/UoM/>

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

Yours sincerely

[UoM]

ANNEXURE D

From late 2020 the University of Melbourne (UoM) commenced a review of entitlements and payments made to current and former staff members and determined that it contravened the *Fair Work Act 2009* (Cth) in relation to entitlements payable to employees.

UoM has since formally admitted to the Fair Work Ombudsman (FWO) various contraventions of the *University of Melbourne Enterprise Agreement 2013* and the *University of Melbourne Enterprise Agreement 2018* had occurred and consequently a number of employees had been underpaid.

UoM has apologised to employees and has been undertaking a comprehensive remediation program to rectify the underpayments. UoM has also invested in a broad suite of corrective actions and improvements to workplace relations compliance since to minimise the risk of underpayments occurring again.

UoM has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws. A copy of the Enforceable Undertaking can be accessed on the FWO's website: <https://www.fairwork.gov.au/about-us/compliance-and-enforcement/enforceable-undertakings/2023-2024-enforceable-undertakings>

UoM is committed to ensuring its employees are paid correctly and will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance.

UoM expresses its sincerest regrets and reiterates its earlier apologies for failing to comply with its obligations.

If you work or have worked for UoM and have questions relating to your employment, you can contact the Dedicated Contact Platform via:

- Telephone: 1800 497 036
- Email: unimelbreview@deloitte.com.au
- Online portal: <https://aurestructuring.deloitte-halo.com/UoM/>

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