



Australian Government

Fair Work OMBUDSMAN

ENFORCEABLE UNDERTAKING

This undertaking is **given** by the La Trobe University and **accepted** by the Fair Work
Ombudsman pursuant to s 715 of the *Fair Work Act 2009*

ENFORCEABLE UNDERTAKING

PARTIES

- 1) This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (**FWO**) pursuant to section 715 of the *Fair Work Act 2009 (FW Act)* by the La Trobe University (**La Trobe**) (ABN 64 804 735 113).

COMMENCEMENT

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

BACKGROUND

- 3) La Trobe is a public university established pursuant to the *La Trobe University Act 1964 (Vic)* (repealed) and governed by the *La Trobe University Act 2009 (Vic)*. La Trobe has ten schools, and according to its 2023 Annual Report, in 2022 employed 2,891.5 full-time equivalent (**FTE**) academic and professional staff; including 2,243 FTE on a full-time basis, 485.6 FTE on a part-time basis and 162.9 FTE on a casual basis.
- 4) La Trobe 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**).
- 5) The FWO commenced an investigation into alleged contraventions of the FW Act by La Trobe in January 2021.
- 6) On 8 March 2021, La Trobe advised the FWO that it had commenced a review into potential

errors implementing aspects of the *La Trobe University Collective Agreement 2014 (EA 14)* and *La Trobe University Collective Agreement 2018 (EA 18)* (collectively, **the La Trobe EAs**). The review was completed by KPMG on or around 21 June 2021 (the **Wage Compliance Review**) and made nine recommendations in relation to remediating the underpayment of casual employees and ensuring future compliance with the FW Act and the La Trobe EAs.

- 7) Following the Wage Compliance Review, on 11 August 2021, La Trobe advised the FWO that it had commenced a remediation program which focused on:
 - a) calculating and remediating any underpayments identified (**Wage Remediation Project**); and
 - b) a separate forward-facing process to improve La Trobe's payroll infrastructure, business practices and compliance with relevant workplace laws (**Process Improvement Projects**).
- 8) The Process Improvement Projects comprise 17 separate projects plus a more recently added project, making 18 (eighteen) in total. Thirteen (13) projects have been completed or are now in 'business as usual' as at the Commencement Date. The remaining five (5) projects are ongoing as at the Commencement Date.
- 9) As a result of the Wage Remediation Project, La Trobe, as at 24 January 2025, has identified a total underpayment of \$10,778,801.12 (**Total Underpayment**) affecting 6,774 current and former employees (**Affected Employees**) over the period from 1 January 2015 to 31 December 2022 (**Relevant Period**). The Total Underpayment comprises of:
 - a) \$9,313,316.85 in wages (**Wage Underpayment**);
 - b) An Interest Amount on the Wage Underpayment of \$465,302.63, calculated at 5% on a simple interest basis;
 - c) As at 24 January 2025, a Superannuation Amount on the Wage Underpayment of \$909,422.84, calculated at the applicable superannuation guarantee charge rate as at the date of each payment; and
 - d) As at 24 January 2025, a Superannuation Interest Amount on the Superannuation Amount set out in clause 9)c) of \$90,758.80, calculated at 10% on a simple interest basis.
- 10) As at 24 January 2025, La Trobe has paid an amount of \$8,651,462.49 of the Wage

Underpayment to and in relation to 5333 Affected Employees, and has also paid the relevant Superannuation Amount, Interest Amount and Superannuation Interest Amount on this amount of the Wage Underpayment, being a total of \$10,083,853.53.

11) The non-compliance identified was the result of:

- a) the incorrect application of the La Trobe EAs, in particular, with respect to the payment of casual academic rates for lecturing, tutoring, marking and subject coordination duties and not paying the correct amount for minimum engagement periods for both casual academic and professional staff;
- b) incomplete employment records making it difficult to pay the correct entitlements derived from the La Trobe EAs;
- c) Human Resource Information Systems in place not supporting the correct calculation of payments under the La Trobe EAs; and
- d) a lack of centralised human resource functions across schools resulting in schools adopting different practices for payment of employment entitlements.

12) The FWO acknowledges the admissions made by La Trobe relating to the Wage Remediation Project and the Total Underpayment.

13) The FWO further acknowledges La Trobe's commitment to establish and implement systems/processes to avoid similar contraventions recurring, as per the Process Improvement Projects and as detailed in this Undertaking.

14) On 18 December 2023, the Fair Work Commission approved the *La Trobe University Enterprise Agreement 2023 (EA 23)* and it became operational on 8 January 2024.

15) In consideration of these matters, the FWO accepts this Undertaking.

ADMISSIONS AND UNDERTAKINGS

Admissions

16) The FWO has formed a reasonable belief, and La Trobe admits, that during the Relevant

Period, La Trobe has contravened:

- a) section 50 of the FW Act, by failing to pay each Affected Employee the amount or amounts to which that employee was entitled under the La Trobe EAs as set out in **Attachment A**;
- b) section 535 of the FW Act by failing to keep accurate records of time worked by casual employees, and regulation 3.33(2) of the *Fair Work Regulations 2009 (Cth)* (**FW Regulations**).

17) The contraventions identified in this Undertaking do not include:

- a) any contraventions which relate to or arise as a consequence of La Trobe failing to correctly apply the La Trobe EAs to any employee who is not an Affected Employee, or because of any failure by La Trobe to correctly apply the La Trobe EAs to an Affected Employee other than as set out in clause 16) above and **Attachment A**; and
- b) any contraventions which have not yet occurred at the date that this Undertaking is offered by La Trobe.

Undertakings

18) La Trobe will take the actions set out at clauses 19) to 72) (inclusive) below. Where a due date falls on a weekend or public holiday, the due date for the undertaking will be taken to be the following business day.

19) Within 30 days of the Commencement Date, La Trobe will (subject to clauses 22) and 23)):

- a) pay to each Affected Employee any outstanding Wage Underpayment and associated Interest Amount to the Wage Underpayment relating to that Affected Employee; and
- b) pay to the nominated superannuation fund for each Affected Employee any outstanding Superannuation Amount and Superannuation Interest Amount on the Wage Underpayment relating to that Affected Employee.

20) La Trobe will take Reasonable Steps to locate each Affected Employee for the purposes of

making the payments referred to in clause 19).

21) Within 90 days of the Commencement Date, La Trobe will provide to the FWO Reasonable Evidence of:

- a) the total payments made to Affected Employees to rectify the Wage Underpayment, Interest Amount, Superannuation Amount and Superannuation Interest Amount relating to each Affected Employee. This will include a schedule list of the Affected Employees. The schedule will contain separate columns listing the last and first names of these employees, the Wage Underpayment, Interest Amount, Superannuation Amount and Superannuation Interest Amount owed to each Affected Employee, and confirmation of whether an Affected Employee has received their remediation payment; and
- b) the Reasonable Steps taken in relation to the Affected Employees La Trobe could not locate.

22) If any former Affected Employees to whom a Wage Underpayment is owed cannot be located within 150 days from the date in clause 19), La Trobe will pay the Wage Underpayments owing to those Affected Employees to the Commonwealth of Australia in accordance with section 559 of the FW Act. La Trobe will complete the required documents supplied by the FWO for this purpose.

23) In the event that the FWO is able to locate and contact any former Affected Employees to whom the Wage Underpayments are owed, the FWO will (in addition to its obligations under section 559 of the FW Act) notify La Trobe in writing of the name and contact details of the Affected Employee. Within 28 days of receiving any such notice La Trobe will:

- a) pay to the former Affected Employee the Interest Amount relating to the Affected Employee's Wage Underpayment; and
- b) pay to the former Affected Employee's nominated superannuation fund any outstanding Superannuation Amount and Superannuation Interest Amount on the Wage Underpayment relating to that Affected Employee.

Ongoing compliance

- 24) La Trobe will report to the FWO on the status of the Process Improvement Projects on a quarterly basis commencing from the end of the second quarter of 2025.
- 25) Within 365 days from the Commencement Date, La Trobe will, commencing from the end of the second quarter of 2025, complete the Process Improvement Projects, with the exception of the Enterprise Resource Planning (ERP) project. La Trobe will use its best endeavours to complete the ERP by end of the third quarter of 2026.
- 26) Upon completion of the Process Improvement Projects, La Trobe will provide the FWO with a final report which provides Reasonable Evidence outlining how the Process Improvement Projects have addressed and sought to ensure ongoing compliance with the FW Act and FW Regulations, the La Trobe EAs, EA 23 and/or any subsequent industrial instrument(s) that covers the Affected Employees.
- 27) In addition to the work undertaken as part of the Process Improvement Projects, La Trobe will have commenced or completed (as the case may be) the implementation of the following systems improvements and training to ensure future compliance by 30 June 2025:

Systems and Process Improvements

- a) develop, distribute, and implement written guidelines in relation to casual entitlements in the EA 23, and ensure that the guidance is communicated to all relevant existing and commencing staff (while the EA 23 applies to those staff);
- b) provide reasonable evidence to the FWO of any planned and/or completed system and process improvements including reconfiguring and updating payroll and record keeping systems as they relate to wage and entitlement payments for casual employees;
- c) implement on-going compliance monitoring activities through appropriate mechanisms to confirm the correct application of and compliance with the EA 23 for casual employees;

Training

- d) develop training programs as online training modules including:
 - i) mandatory training for casual employees in relation to time sheet completion, submissions and processing;
 - ii) mandatory training for any La Trobe staff member who approves timesheets (**Timesheet Approvers**) to ensure a consistent approach is applied. Where new Timesheet Approvers are engaged, this training is to be completed as part of their induction to La Trobe and within one month of commencement;
 - iii) training on the appropriate application of the EA 23 in relation to casual employees, for all staff responsible and accountable for the management of employees, human resources, recruitment, and payroll;

Communications

- e) develop and distribute FAQs covering key minimum entitlements for casual staff; and
- f) provide comprehensive internal communications within La Trobe on key casual entitlements under the EA 23, including in relation to timesheet submission and approval processes.

Establishment of a complaints and review mechanism for Affected Employees

28) Within 30 days of the Commencement Date, La Trobe will establish a complaints and review mechanism for Affected Employees (**Mechanism**) who do not believe they have received their correct entitlements under the Wage Remediation Project. The Mechanism will include:

- a) an initial informal dispute resolution process;
- b) where issues are not resolved through the initial process, an escalation process. As far as reasonably practicable, the escalation process must require a decision to be made within 30 days of the escalation process commencing;

- c) provision for the employee to be represented by the National Tertiary Education Union (NTEU) or another chosen representative. The NTEU will also have standing to initiate a dispute; and
 - d) a requirement that where there is a lack of records to determine an employee's entitlements (excluding circumstances where the employee has not submitted timesheets or provided to La Trobe other relevant information regarding work performed), the Mechanism will be favourable to employees.
- 29) The existence of the Mechanism will be promoted to Affected Employees in each La Trobe communication relating to the Wage Underpayment. Within 60 days of the Commencement Date, guidance will be issued by La Trobe to all decision makers under the Mechanism detailing La Trobe's approach to assumptions and expectations regarding resolving the disputes under the Mechanism.
- 30) La Trobe will notify the FWO quarterly of any complaint covered by clause 28). A copy of the notification to the FWO will also be provided to the Council as part of the standing agenda item in clause 46) below.
- 31) La Trobe will establish and maintain centralised oversight of any complaint covered by clause 28) above to ensure consistent management and outcomes.
- 32) Where appropriate, the FWO will notify La Trobe within 14 days of any request for assistance by an Affected Employee being received by the FWO where the FWO identifies that the Mechanism has not first been applied. Where appropriate, the FWO will take no further action in relation to such a request for assistance until the Mechanism in clause 28) has been followed.
- 33) Within 60 days of receipt, La Trobe will provide to the FWO information regarding the outcome of any complaint and/or review made under the Mechanism. La Trobe will also provide, within a reasonable period specified by the FWO, any such further Reasonable Evidence requested to satisfy itself that La Trobe has met its obligations with respect to the Affected Employee/s who raised the complaint under the Mechanism.
- 34) La Trobe undertakes to cooperate fully in relation to any request for assistance received by

the FWO in relation to an Affected Employee where the Affected Employee does not consider the complaint has been addressed through the application of the Mechanism.

Consultative Body – Worker Voice

35) La Trobe will, within 90 days of the Commencement Date of this Undertaking, establish and convene a standing body to provide a regular forum for tripartite consultation between La Trobe, its employees and the NTEU on matters pertaining to workplace relations compliance, as set out in clause 39) (**Consultative Body**).

36) The Consultative Body will comprise at least:

- a) three employee representatives nominated by the NTEU; and
- b) three of La Trobe's management representatives selected by the university.

37) For a period of two years from the Commencement Date, La Trobe will do all things necessary to enable the Consultative Body to convene at least quarterly. Proceedings of the Consultative Body meetings shall not be confidential, and La Trobe will provide a reasonable amount of time release (or equivalent) to employee representatives nominated by the NTEU for the purposes of preparing for and attending Consultative Body meetings.

38) La Trobe will provide secretariat support to the Consultative Body.

39) For the period referred to in clause 37) above, La Trobe will provide quarterly reports to the Consultative Body on:

- a) the steps it has taken to comply with the terms of this Undertaking;
- b) its progress on any outstanding payments that form part of the Total Underpayment;
- c) the status of the Process Improvement Projects; and
- d) identified or potential non-compliance with matters covered by this Undertaking that La Trobe has been made aware of by employees or the NTEU, including the scope, number of affected employees and remediation efforts in relation to any potential underpayment.

- 40) The quarterly reports referred to in clause 39) above will not include any information that may be considered confidential or commercial in confidence and will include de-identified information relating to employees.
- 41) For the period referred to in clause 37) above, La Trobe will provide the FWO with a copy of the quarterly reports provided to the Consultative Body under clause 39) above.

Communications to Employees about Enforceable Undertaking

- 42) Within 28 days of the Commencement Date, but not before the FWO publishes a media release on its website in respect of this Undertaking, La Trobe will:
- a) place a notice on the home page of its intranet in the form of **Attachment B (Intranet Notice)** and;
 - b) issue an all-staff email in the form of **Attachment C**, notifying employees of the existence of the commencement of this Undertaking.
- 43) La Trobe must ensure the Intranet Notice remains on the home page of its intranet site for a period of 28 continuous days.
- 44) In relation to Affected Employees who are former employees, La Trobe will, within 28 days of the Commencement Date, but not before the FWO publishes a media release on its website in respect of this Undertaking, write to these former employees by email to their last known email address (or for those whom La Trobe does not have an email address, by mail to their last known postal address), notifying them of the commencement of the Undertaking, in the terms set out in the Intranet Notice.
- 45) If requested by the FWO, La Trobe will provide to the FWO Reasonable Evidence of La Trobe's compliance with clauses 42) to 44).

Governance Obligations

- 46) Within 30 days of the Commencement Date, the Council (as defined in Division 2 of the *La Trobe University Act 2009* (Vic)) will commence implementing the following steps:
- a) include workplace relations compliance objectives in the performance metrics of

relevant key executive personnel; and

- b) create a standing agenda item for all Council meetings to discuss and report on compliance with La Trobe's obligations outlined above and, in this Undertaking, where applicable (including the Mechanism and the activities of the Consultative Body).

Independent Compliance Audit

- 47) La Trobe undertakes to engage, at its cost, an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct an independent audit of La Trobe's compliance with the FW Act, the FW Regulations and the EA 23 (**Compliance Audit**) in accordance with clauses 48) to 55) below.
- 48) La Trobe must consider and advise the FWO that it has considered the following factors before engaging the Independent Auditor: whether the Independent Auditor has adequate resources to perform the necessary work; the Independent Auditor's qualifications and technical expertise; the Independent Auditor's experience; and any actual, perceived or potential conflicts of interest and whether the Independent Auditor has appropriate arrangements to manage these.
- 49) La Trobe will notify the FWO of its proposed Independent Auditor by 30 June 2025. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require La Trobe to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. The Independent Auditor must be approved by the FWO in writing prior to being engaged by La Trobe.
- 50) La Trobe must ensure that the Compliance Audit conducted by the Independent Auditor includes:
 - a) an assessment of 5% of all employees to whom the EA 23 applies, across a range of classifications, and schools and employment types (full time, part time and casual employment) (**Sampled Employees**) in respect of their employment by La Trobe;

- b) an assessment of whether the Sampled Employees have been correctly classified by La Trobe;
- c) an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period is in compliance with the FW Act, FW Regulations and the EA 23 (or replacement instruments);
- d) attempts to confirm accuracy of hours worked with Sampled Employees (by way of either email, telephone or online survey);
- e) the production of a written report on the Compliance Audit setting out the Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO; and
- f) that the written report referred to in this clause contains the following declarations from the Independent Auditor:
 - i) the Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;
 - ii) notwithstanding that the Independent Auditor is retained by La Trobe, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from La Trobe in preparing the report;
 - iii) the report is provided in accordance with applicable professional standards (which will be listed in the report); and
 - iv) the report is provided to the FWO for its benefit and the FWO can rely on the report.

51) La Trobe must ensure the Independent Auditor commences the Compliance Audit by no later than 29 September 2025.

52) The relevant audit period for the Compliance Audit must be at least two full consecutive pay periods falling within the period of 1 May 2025 and 29 June 2025.

53) By 29 August 2025, La Trobe will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Compliance Audit.

54) La Trobe will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Compliance Audit directly to the FWO by 31 January 2026, setting out the draft Compliance Audit findings, and the facts and circumstances supporting the Compliance Audit findings. La Trobe will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to La Trobe without the FWO's approval.

55) La Trobe will use its best endeavours to ensure the Independent Auditor finalises the Compliance Audit and provides a written report of the Compliance Audit (**Compliance Audit Report**) directly to the FWO within 28 days of FWO providing any comments on the draft report to the Independent Auditor. La Trobe will ensure the Independent Auditor does not provide the Compliance Audit Report, or a copy of the same, to La Trobe without the FWO's approval.

The Second Audit (if required)

56) A requirement for a second audit (**Second Audit**) will only be triggered if, based on the Compliance Audit Report or on the outcomes of a new FWO investigation, the FWO reasonably believes that significant, systemic and/or ongoing non-compliance with workplace laws is still occurring. In such circumstances, the FWO at its discretion may notify La Trobe that the Second Audit is required.

57) If the FWO determines that a Second Audit is required:

- a) the FWO will notify La Trobe in writing of the requirement and the basis for its reasonable belief. Such notification must be provided not later than 12 months after provision of the Compliance Audit Report;
- b) the scope of the Second Audit will be as per clause 50)a) above. If the FWO reasonably believes that the significant, systemic and/or ongoing non-compliance only impacts particular sub-groups of employees (e.g. particular classifications, schools or employment types), the FWO will limit the required scope of the Second Audit accordingly;
- c) the notification by the FWO will provide La Trobe with reasonable time frames for when an auditor must be appointed by, the date the methodology is to be provided to the

FWO, the date the audit must commence by and the date by which the draft report must be provided to the FWO;

- d) the FWO will provide La Trobe with a reasonable opportunity to comment on the proposed scope of the Second Audit and will give reasonable consideration to any comments provided before finalising the required scope;
- e) for the avoidance of doubt, clause 67) below applies to any Second Audit required by the FWO.

58) La Trobe must ensure the Independent Auditor commences the Second Audit by the date advised in accordance with clause 57)c)).

59) The relevant audit period for the Second Audit must be at least two full consecutive pay periods falling within a period to be agreed between the FWO and La Trobe.

60) La Trobe will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit by the date advised in accordance with clause 57)c).

61) La Trobe will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO by the date advised in accordance with clause 57)c), setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. La Trobe will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to La Trobe without the FWO's approval.

62) La Trobe will use its best endeavours to ensure the Independent Auditor finalises the Second Audit and provides a written report of the Second Audit (**Second Audit Report**) directly to the FWO within 28 days of FWO providing any comments on the draft report to the Independent Auditor. La Trobe will ensure the Independent Auditor does not provide the Second Audit Report, or a copy of the same, to La Trobe without the FWO's approval.

Outcome of the Compliance Audit

- 63) If any Compliance Audit (including the Second Audit) identifies wage underpayments to any current or former employees, La Trobe will:
- a) rectify any wage underpayments identified in the relevant audit period; and
 - b) conduct a reconciliation of the amounts paid and owed to those employees in the 12 month period immediately before the relevant audit period and rectify any wage underpayments that are identified.
- 64) La Trobe will provide to the FWO evidence of such rectification (including the relevant Interest Amounts, Superannuation Amounts and the Superannuation Interest Amounts associated with the wage underpayment), within 60 days of being informed by the FWO of the requirement to undertake the reconciliation.
- 65) If any former employees identified in any Compliance Audit (including the Second Audit) as having wage underpayments owing to them cannot be located within 90 days of the conclusion of the relevant Compliance Audit, La Trobe will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. La Trobe will complete the required documents supplied by the FWO for this purpose.
- 66) In the event the FWO is able to locate and contact any former employees identified in the Compliance Audits to whom wage underpayments are owed, the FWO will (in addition to its obligations under section 559 of the FW Act) notify La Trobe in writing of the name and contact details of the relevant former employee. Within 28 days of receiving any such notice La Trobe will:
- a) pay to the former employee an Interest Amount on the amount already paid by La Trobe to the Commonwealth of Australia in respect of that employee; and
 - b) pay to the former employee's nominated superannuation fund an amount equal to the Superannuation Amount that would have been required by law (inclusive of the relevant Superannuation Interest Amount), had La Trobe paid the wage underpayment directly to the former employee.

67) If requested by the FWO, La Trobe will provide the FWO with all primary records and documents used to conduct any Compliance Audit, within 21 days of such a request.

Reporting to the FWO

68) La Trobe will, in addition to any other reporting requirements prescribed in this Undertaking, make a progress report in relation to La Trobe's compliance with the terms of this Undertaking to the FWO at least every March and September from the Commencement Date, for a period of two years.

Extensions on times for completion

69) La Trobe 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.

70) 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.

Contribution Payment

71) Within 28 days of the Commencement Date, La Trobe will make a contribution payment of \$220,000 to the Consolidated Revenue Fund.

72) La Trobe will provide evidence to the FWO of the contribution payment within 14 days of making payment to the Consolidated Revenue Fund.

No Inconsistent Statements

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

ACKNOWLEDGEMENTS

74) La Trobe 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 La Trobe set out in clause 16) above in respect of decisions taken regarding enforcement action in the event that La Trobe is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by La Trobe 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, La Trobe may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d) if La Trobe 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 La Trobe in clause 16) 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.

- **Interest Amount** means the interest on any relevant underpayment within the scope of this Undertaking, calculated at the rate of 5% on a simple interest basis.
- **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 La Trobe or by any of its servants or agents; and/or
 - b) the accuracy and correctness of any information provided by La Trobe, or by any of its servants or agents; and/or
 - c) compliance by La Trobe 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 (including any attempts that were taken by La Trobe prior to the Commencement Date) through:
 - a) last known details from employee files including email, mobile telephone for direct calls and SMS and last known address for post; and/or
 - b) if applicable, clarifying and/or confirming the last known details referred to in (a) above with the relevant school.
- **Superannuation Amount** means the superannuation on any relevant wage underpayment within the scope of this Undertaking, calculated at the applicable superannuation guarantee charge rate as at the date of each payment.
- **Superannuation Interest Amount** means the interest on the relevant Superannuation Amount, calculated at the rate of 10% on a simple interest basis.

Executed as an undertaking

EXECUTED by authorised person/s of La Trobe University (ABN 64 804 735 113) in the presence of:



(Signature of authorised signatory)

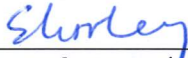
Professor Theo Farrell
Vice-Chancellor and President

(Name of authorised signatory)

03 / 03 / 2025

(Date)

in the presence of:

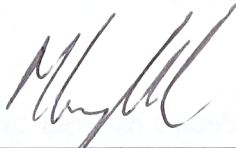


(Signature of witness)

Shirley Gao

(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

4 March 2025

(Date)

Delegate for the FAIR WORK OMBUDSMAN

in the presence of:



(Signature of witness)

LOUISE CATO

(Name of Witness)

ATTACHMENT A

La Trobe EA clause reference	Entitlement
Schedule 2 – table under heading 'Casual Academic Rates' EA 14 & EA 18	Casual Academic Rates
Schedule 2 – Clause 2 EA 14 & EA 18	Applicable Hourly Rates
Schedule 2 – Clause 3 EA 14 & EA 18	Casual Lecturing
Schedule 2 – Clause 4 EA 14 & EA 18	Casual Tutoring
Schedule 2 – Clause 5 EA 14 & EA 18	Undergraduate Clinical Nurse Education
Schedule 2 – Clause 6 & 7 EA 14 & EA 18	Casual Marking and Marking
Schedule 2 – Clause 8 & 9 EA 14 & EA 18	Unit Subject Coordination and Course Coordination
Schedule 2 – Clause 10 EA 14 & EA 18	Other Required Academic Activities
Clause 20.1 of the EA 14 & clause 17.2 of the EA 18	Minimum Engagement Period

Clause 32.1 of the EA 14 & clause 24.1 of the EA 18	Rectifying underpayments
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ATTACHMENT B – INTRANET NOTICE

La Trobe University (**La Trobe**) undertook a review of its payroll systems and processes and determined that it contravened the *Fair Work Act 2009* (Cth) (**FW Act**) by:

- underpaying employees covered by the *La Trobe University Collective Agreement 2014* and *La Trobe University Collective Agreement 2018* (**Agreements**) in relation to casual employees; and
- breaching record keeping obligations as required by the FW Act and *Fair Work Regulations 2009* regarding maintaining accurate records of time worked by casual employees.

La Trobe has formally admitted to the Fair Work Ombudsman (**FWO**) that contraventions of the Agreements had occurred and consequently a number of employees had been underpaid.

La Trobe has now entered an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws.

La Trobe sincerely regrets these matters have occurred and will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance, such as conducting an independent audit.

If you worked for La Trobe during the period of 1 January 2015 to 31 December 2022 and have queries or questions relating to your employment, please lodge a request through [Ask HR](#) or call Ask HR on 03 9479 1234.

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

ATTACHMENT C – EMPLOYEE NOTIFICATION

Dear colleagues

I previously communicated with you that I am personally committed to ensuring that everyone is paid fairly for their work at the University, which includes our highly valued casual staff.

As advised in several messages to staff over the past three years, including this message of April 2023, La Trobe has admitted to the Fair Work Ombudsman (**FWO**) that it contravened the *Fair Work Act 2009* (Cth) (**FW Act**) by:

- underpaying employees covered by the *La Trobe University Collective Agreement 2014* and *La Trobe University Collective Agreement 2018* in relation to casual employees; and
- breaching record keeping obligations in relation to the FW Act and *Fair Work Regulations 2009* regarding maintaining accurate records of time worked by casual employees.

Issues relating to underpayment of some of our casual staff were identified through an independent review initiated by La Trobe in 2020 as well as a separate assessment related specifically to marking. The underpayments identified in those reviews were unintentional and were the result of complex industrial agreements, inefficient and outdated systems and processes, and devolved decision-making.

Those staff who were identified as having been underpaid have been paid all amounts owing and we continue to review issues relating to underpayments to avoid future errors.

La Trobe has now entered a formal Enforceable Undertaking with the FWO regarding the above contraventions and to ensure its ongoing compliance with the FW Act.

La Trobe will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance such as, conducting independent audits and preparing a report on its systems and processes.

We understand that you may have questions and concerns relating to this and other employment issues. If you have a general enquiry about this or other employment issues, you can contact [Ask HR](#).

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

We sincerely regret that unintentional underpayments occurred and are committed to ensuring ongoing compliance in the future.

Yours sincerely

<Employer name>