

ENFORCEABLE UNDERTAKING

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

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 Griffith University (ABN 78 106 094 461) (**Griffith**).

COMMENCEMENT OF ENFORCEABLE UNDERTAKING

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

BACKGROUND

3. Griffith is a public university incorporated by the *Griffith University Act 1998* (Qld) (**Griffith Act**). Griffith has four groups: Arts, Education and Law, Business, and Health and Sciences. It operates six campuses in Queensland and employs 6,207 employees in both academic and professional roles, including 3,362 full-time, 709 part-time (with an additional 59 part-time with additional casual hours), and 2,077 casual employees.
4. Griffith 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**).

Initial Review

5. On 28 March 2022, Griffith first notified the FWO of the findings of a review it had conducted of a small sample of its casual academic and professional employees which identified potential underpayments. In subsequent correspondence through 2022, Griffith advised it had identified seven areas which would require remediation, including to some full-time and part-time employees (**the Initial Review**).
6. The seven underpayment areas identified in the Initial Review related to the following matters:
 - a. misclassification of activity types;

- b. PhD qualification rates;
- c. subject coordination rates;
- d. initial session rates;
- e. payments to Proctors;
- f. payments to research assistants; and
- g. contracted hours.

Additional Reports

7. At various times in 2023, Griffith notified the FWO of five additional matters where underpayments had been identified, and that required it to undertake further investigation (**Additional Review**). This affected the same cohort of employees as those in the Initial Review.
8. The Additional Review concerns underpayments relating to:
 - a. minimum engagement periods;
 - b. casual base rate paid to language instructors;
 - c. broken shift allowances for fitness instructors;
 - d. meal allowance for fitness instructors; and
 - e. incorrect payment of classification progression.
9. In identifying the matters noted in clauses 6 and 8, Griffith disclosed contraventions of the following:
 - a. *Griffith University Academic Staff Enterprise Agreement 2012 – 2016, Griffith University Academic Staff Enterprise Agreement 2017 – 2021 and Griffith University Academic Staff Enterprise Agreement 2023 – 2025 (Academic Staff EAs)*;
 - b. *Griffith University General Staff Enterprise Agreement 2012 – 2016, Griffith University Professional and Support Staff Enterprise Agreement 2017 – 2021 and Griffith University Professional and Support Staff Enterprise Agreement 2023 – 2025 (Professional Staff EAs)*;
 - c. *Miscellaneous Award 2020 (Miscellaneous Award)*;
 - d. *Fitness Industry Award 2010 (Fitness Award 2010) and Fitness Industry Award 2020 (Fitness Award 2020)*; and
 - e. breach of contract in instances where an employee has been paid for fewer than

their contracted hours.

10. As a result of the Initial Review and Additional Review, Griffith has as at the date of the Undertaking:
 - a. identified a total underpayment of \$8,344,804.76 (including interest) (**Total Underpayment**) affecting 5,457 current and former employees (**Affected Employees**) between 1 July 2015 to 30 June 2024 (**Relevant Period**):
 - i. the Total Underpayment comprises:
 1. \$5,956,093.64 in wages (**Wage Underpayment**);
 2. \$1,556,370.35 in interest on wages (**Interest Amount**);
 3. \$659,686.23 in superannuation and \$172,654.54 interest on superannuation (**Superannuation Amount**);
 - b. as at the date of the Undertaking, Griffith has remediated \$5,836,433.38 (excluding interest and superannuation) to 5,226 employees in relation to the Initial Review and Additional Review.
11. Information provided by Griffith to the FWO as part of the Initial Review and Additional Review indicates that underpayments arose from a combination of insufficient training among course convenors and school administrators, insufficient data collection in onboarding process, insufficient or non-existent payroll and data review processes, lack of automation allowing for human error, and deficiencies in various payroll systems.
12. The FWO acknowledges the cooperation and early and open disclosures made by Griffith to the FWO.
13. The FWO also acknowledges Griffith's commitment to establish and implement comprehensive systems and processes to avoid any future similar contraventions occurring as detailed in, but not limited to, the Undertakings in clauses 23 to 28 below.
14. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

ADMISSIONS

15. The FWO has a reasonable belief, and Griffith admits, that during the Relevant Period, Griffith contravened:
 - a. section 50 of the FW Act by failing to pay Affected Employees the Wage Underpayment which they were entitled to receive under the following:

- i. Clause 22.2 of the *Griffith University Academic Staff Enterprise Agreement 2012 – 2016*, clause 19.2 of the *Griffith University Academic Staff Enterprise Agreement 2017 – 2021* and clause 20.2 of the *Academic Staff Enterprise Agreement 2023 – 2025*;
 - ii. Schedule 3 of the Academic Staff EAs;
 - iii. Clause 12.4.1 of the Professional Staff EAs;
 - iv. Clause 12.4.2 of the Professional Staff EAs (excepting the *Professional and Support Staff Enterprise Agreement 2023 – 2025*, in which the relevant provision is clause 12.4.4);
 - v. Clause 20.4 of the Professional Staff EAs (excepting the *Griffith University General Staff Enterprise Agreement 2012 – 2016*, which contains no relevant provision) of the Professional Staff EAs;
 - b. section 45 of the FW Act by failing to pay Affected Employees the Wage Underpayment which they were entitled to receive under the following:
 - i. Clauses 15.1, 17.2(b) and 20 of the Miscellaneous Award; and
 - c. clauses 17.2(b) and 17.3(a) of the Fitness Award 2020, and clauses 18.2 and 19.2 of the Fitness Award 2010;
16. The contraventions referred to in clause 15 do not include:
- a. any contraventions which have not yet occurred at the date that this Undertaking is offered by Griffith; and
 - b. any contraventions by Griffith of the industrial instruments referred to in clause 15 which occurred outside of the relevant time periods referred to in clause 10.

UNDERTAKINGS

17. Griffith will take the actions set out at clauses 18 to 70 (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.

Schedule of Affected Employees

18. Within 7 days of the Commencement Date, Griffith will provide to the FWO a schedule with the names of all Affected Employees and the respective individual underpayment (itemised to include the Wage Underpayment, Superannuation Amount and Interest Amount) for each Affected Employee.

Notification

19. Within 28 days of, but not before, the FWO publishing a media release on its website in respect of this Undertaking, Griffith will place a notice on the home page of its intranet in the form of **Attachment B (Workplace Notice)** and issue an all-staff email in the form of **Attachment A**, notifying employees of the existence and commencement of this Undertaking.
20. Griffith must ensure the Workplace Notice remains in the home page of its intranet site for a period of 28 continuous days.
21. Within 28 days of, but not before, the FWO publishing a media release on its website in respect of this Undertaking, Griffith will write to all former Affected Employees by email to their last known email address (or for those in respect of whom Griffith does not have an email address, by post to their last known postal address), notifying them of the existence and commencement of this Undertaking in the terms set out in Attachment A.
22. If requested by the FWO, Griffith will, within 14 days, provide Reasonable Evidence of its compliance with clauses 19 to 21.

Workplace relations systems, processes and training

Workplace relations systems and processes

23. Within 120 days of the Commencement Date, Griffith will provide the FWO with detailed information about the systems and processes that it is implementing (whether planned and/or in progress and/or completed) to ensure future compliance with its obligations under the FW Act, the *Fair Work Regulations 2009 (FW Regulations)*, the Miscellaneous Award, the Fitness Industry Award 2020, the Griffith University Academic Staff Enterprise Agreement 2023-2025 (the **Academic Staff EA 2025**) and Griffith University Professional and Support Staff Enterprise Agreement 2023-2025 (the **Professional Staff EA 2025**), and any future replacement instrument(s), including reconfiguring and updating payroll and record keeping systems (**HRIS System**).
24. Griffith will also undertake the following steps to ensure that the HRIS System supports compliance with workplace laws:
 - a. within 6 months of the Commencement Date, complete recalculations of payroll outcomes for the periods of 1 January 2024 to 31 March 2024 and 1 July 2024 to 30 September 2024;

- b. within 9 months of the Commencement Date, complete further recalculations of payroll outcomes for the periods of 1 January 2025 to 31 March 2025 and 1 July 2025 to 30 September 2025; and
 - c. generate and provide to the FWO a copy of reports that outline the findings of the bi-annual recalculations within 30 days of the bi-annual recalculations being finalised.
- 25. The FWO may, within 28 days of receiving the information under clauses 23 and 24.c, seek reasonable further information regarding the systems and processes improvements from Griffith by issuing a written notice to Griffith specifying the additional information required. Griffith must provide the information specified in such a notice within 21 days of receipt to the FWO.

Mandatory training

- 26. Within 9 months of the Commencement Date, Griffith will ensure that all current employees of Griffith with responsibility for human resources, payroll and rostering have completed training which satisfies clause 27 below.
- 27. The mandatory training must:
 - a. be provided by an internal or external workplace relations, human resources or employment law expert, approved by the FWO before the training is provided; and
 - b. cover, at a minimum:
 - i. how to correctly apply entitlements under the Academic Staff EA 2025, the Professional Staff EA 2025, the Miscellaneous Award, the Fitness Industry Award 2020, or any replacement industrial instruments; and
 - ii. other FW Act entitlements and obligations, including the National Employment Standards and recording keeping obligations.
 - c. be provided on an ongoing basis to all new employees with responsibility for human resources, payroll and rostering until at least the relevant audit period for the Second Audit outlined at clause 38.
- 28. Within 12 months of the Commencement Date, Griffith will provide to the FWO evidence of its compliance with clause 26, including:
 - a. a copy of the training materials used; and

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

Independent Audit

- 29. Griffith must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct two audits (the **Audits**) of Griffith's compliance with the FW Act and *Fair Work Regulations 2009* (Cth) (**FW Regulations**) in relation to the:
 - a. Academic Staff EA 2025;
 - b. Professional Staff EA 2025;
 - c. Miscellaneous Award;
 - d. Fitness Industry Award 2020; and/or
 - e. any future replacement instruments,(collectively, the **Industrial Instruments**).
- 30. Griffith will notify the FWO of its proposed Independent Auditor by no later than 3 months after the Commencement Date. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require Griffith 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 before being engaged by Griffith.
- 31. Griffith must ensure that each of the Audits conducted by the Independent Auditor includes:
 - a. an assessment of 5% of all employees to whom the Industrial Instruments apply, across a range of classifications, locations and employment types during the relevant audit period (**Sampled Employees**) in respect of their employment by Griffith;
 - b. an assessment of whether the Sampled Employees have been correctly classified by Griffith;
 - c. an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period are in compliance with the FW Act, FW Regulations and the Industrial Instruments;
 - d. the production of a written report on each of the Audits setting out the

Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO; and

- e. that each of the written reports referred to in d above contains the following declarations from the Independent Auditor:
 - i. the Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;
 - ii. notwithstanding that the Independent Auditor is retained by Griffith the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from Griffith 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.

The First Audit

- 32. Griffith must ensure the Independent Auditor commences the first of the Audits by no later than 9 to 12 months of the Commencement Date (**First Audit**).
- 33. The relevant audit period for the First Audit must be at least two full pay periods falling within the preceding six months of the start of the First Audit.
- 34. By 8 months of the Commencement Date Griffith will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
- 35. Griffith will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO within 15 months of the Commencement Date setting out the draft First Audit findings, and the facts and circumstances supporting the First Audit findings. Griffith will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Griffith without the FWO's approval. Griffith will be given the opportunity to review the draft written report for the sole purpose of providing standard management responses to ensure there are no factual inaccuracies. Any such comments will be submitted through the Independent Auditor for consideration in the final report.
- 36. Griffith will use its best endeavours to ensure the Independent Auditor finalises the First

Audit and provides a written report of the First Audit (**First Audit Report**) directly to the FWO within 28 days of FWO providing any comments on the draft report to the Independent Auditor. Griffith will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to Griffith without the FWO's approval.

The Second Audit

37. Griffith must ensure the Independent Auditor commences the second of the Audits by no later than 21 to 24 months of the Commencement Date (**Second Audit**).
38. The relevant audit period for the Second Audit must be at least two full pay periods falling within the preceding six months of the start of the Second Audit.
39. By 20 months of the Commencement Date, Griffith will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
40. Griffith will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO by 27 months of the Commencement Date, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. Griffith will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Griffith without the FWO's approval. Griffith will be given the opportunity to review the draft written report for the sole purpose of providing standard management responses to ensure there are no factual inaccuracies. Any such comments will be submitted through the Independent Auditor for consideration in the final report.
41. Griffith 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. Griffith will ensure the Independent Auditor does not provide the written report, or a copy of the same, to Griffith without the FWO's approval.

Outcome of Audits

42. If any of the Audits identify underpayments to any current or former employees, Griffith will:
 - a. rectify any underpayments identified in the relevant audit period; and
 - b. conduct a reconciliation of the amounts paid and owed to those employees in the 12 month period immediately before the relevant audit period, and rectify any

underpayments that are identified.

43. Griffith will provide to the FWO Reasonable Evidence of such rectification within 60 days of being informed by the FWO of the requirement to undertake the reconciliation.
44. If any employees identified in the Audits as having underpayments owing to them cannot be located within 120 days of the conclusion of each Audit, Griffith will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Griffith will complete the required documents supplied by the FWO for this purpose.
45. If any of the Audits identify an underpayment of minimum entitlements to one or more employees, and the FWO reasonably believes that employees not included in the Audits are also likely to have been underpaid, Griffith will engage the same approved auditor, as set out at clause 29, to conduct a further audit of all its employees to whom the Industrial Instruments apply, as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by Griffith and must adhere to the same requirements as the First and Second Audit, as set out at clauses 29 to 31 above, including approval of the auditor's proposed methodology prior to the Additional Audit commencing and reporting to the FWO following the Additional Audit.
46. If requested by the FWO, Griffith will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 28 days of such a request.

Complaints and Review Mechanism

47. Within 30 days of the Commencement Date, Griffith will establish a complaints and review mechanism for the Affected Employees who do not believe they have received their correct entitlements in relation to the underpayment amount owing to them (**Mechanism**). The Mechanism is to be maintained until all other obligations in relation to this Undertaking are completed.
48. For the avoidance of doubt, the Mechanism should as far as practicable be consistent with the process for the resolution of disputes established under clause 16 of the Academic Staff EA 2025, clause 15 of Professional Staff EA 2025, clause 29 of the Miscellaneous Award and clause 29 of the Fitness Industry Award 2020 (as applicable to each Affected Employee).

49. Griffith will issue written guidance to all decision makers under the terms of the Mechanism detailing Griffith's approach to assumptions and expectations when resolving complaints or disputes. Where there is a lack of records to determine an employee's entitlements, or an ambiguity as to the interpretation of the Industrial Instruments, and a lack of clear policy as to the interpretation to be applied, the Mechanism will be favourable to employees.
50. Griffith will report to the FWO all instances of complaints or disputes arising from the Mechanism on a quarterly basis, including the outcomes of these complaints or disputes.
51. Griffith will establish and maintain centralised oversight of any complaint arising from the Mechanism to ensure consistent management and outcomes.
52. Where the FWO considers it appropriate, the FWO will notify Griffith within 21 days of any request for assistance from employees being received by the FWO where the FWO identifies that the Mechanism has not first been applied.
53. Within 60 days of receipt of the notification referred to in clause 52, Griffith will report the outcome of the complaint or dispute to the FWO. Griffith will also provide, within a reasonable period specified by the FWO, Reasonable Evidence relied upon to satisfy itself that Griffith met its obligations with respect to employees.
54. Griffith undertakes to cooperate fully in relation to any request for assistance received by the FWO in relation to an employee where the employee does not consider the complaint has been addressed through the application of the Mechanism.

Consultative Body – Worker Voice

55. Griffith 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 Griffith, its employees and the NTEU on matters pertaining to workplace relations compliance (**Consultative Body**).
56. The Consultative Body will comprise at least:
 - a. three employee representatives nominated by the NTEU; and
 - b. three of Griffith's management representatives selected by the University.
57. For the duration of the Undertaking, Griffith 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 Griffith 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.

58. Griffith will provide secretariat support to the Consultative Body.
59. For the period referred to in clause 57 above, Griffith 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;
 - d. identified or potential non-compliance with workplace laws matters covered by this Undertaking (including underpayment issues) that Griffith or the NTEU become aware of, including the scope, number of affected employees and remediation efforts in relation to any potential underpayment; and
 - e. any proposed changes to Griffith systems or processes to address the causes of any identify non-compliance.
60. The quarterly reports referred to in clause 59 above will not include any information that may be considered confidential or commercial in confidence.
61. For the period referred to in clause 57 above, Griffith will provide the FWO with a copy of the quarterly reports provided to the Consultative Body under clause 59 above.

Governance Obligations

62. As part of Griffith's Governance Obligations, the Council (as defined in section 7 of the Griffith Act) will prioritise and embed the monitoring of Griffith's compliance with the FW Act, FW Regulations and/or Industrial Instruments which apply during the duration of the Undertaking by:
 - a. creating a standing agenda item for all Audit and Risk Committee (of the Council) meetings to discuss compliance with Griffith's obligations pursuant to the FW Act, FW Regulations and/or Industrial Instruments that may apply to Griffith for the duration of the Undertaking;
 - b. creating a standing agenda item for all Audit and Risk Committee (of the Council) meetings to discuss any disputes arising in relation to Griffith's obligations outlined in this Undertaking, clause 16 of the Academic Staff EA 2025, clause 15

of Professional Staff EA 2025 (and/or any other equivalent clauses in industrial instruments which apply to Griffith over the duration of the Undertaking) or the Mechanism; and

- c. ensuring the Academic Staff Consultative Committee (as defined in clause 17 of the Academic Staff EA 2025) and the Professional and Support Staff Consultative Committee (as defined in clause 16 of Professional Staff EA 2025), reports to the Audit and Risk Committee (of the Council) quarterly on any matters that relate to compliance with the FW Act, FW Regulations and/or Industrial Instruments which apply during the duration of the Undertaking.

- 63. Griffith will report to the FWO, every six months for the duration of the Undertaking, on all matters raised under clause 62.
- 64. The FWO may, at any time during the life of the Undertaking, request copies of documents (including, but not limited to, reports and meeting minutes) held by the Council and/or the Audit and Risk Committee in relation to the monitoring of Griffith's compliance with the FW Act, FW Regulations, Academic Staff EA 2025, Professional Staff EA 2025 and/or any other industrial instruments which apply during the duration of the Undertaking.

Contribution Payment

- 65. On or before 27 June 2025, Griffith will make a contribution payment of \$175,000.
- 66. Griffith will provide evidence to the FWO of the contribution payment being paid within 14 days of making payment to the Cleaning Accountability Framework (CAF) in accordance with the FWO's strategic collaboration with the CAF.

Extensions of Time

- 67. Griffith 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.
- 68. Where a time specified for undertaking an obligation under this Undertaking is contingent on or follows from the time specified for the completion of another obligation under this Undertaking, and that time for completion has been extended by the FWO, the time specified for completion of the later obligation is correspondingly extended by the same period.

No Inconsistent Statements

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

No waiver of privilege

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

ACKNOWLEDGEMENTS

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

DICTIONARY

Unless the contrary intention appears, words in the singular include the plural, and other than terms defined, have their ordinary natural meaning.

The following defined terms are adopted in this Undertaking:

- **Interest Amount** in relation to the Wage Underpayment is calculated at the rate of 5.5%, using the simple method.
- **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 Griffith or by any of its servants or agents; and/or
 - b) the accuracy and correctness of any information provided by Griffith, or by any of its servants or agents; and/or
 - c) compliance by Griffith with any term of this Undertaking.
- **Reasonable Steps** will include, but are not limited to, repeated and multi-channel attempts to contact an affected employee through:
 - last known details from employee files including email, mobile telephone for direct calls and SMS and last known address for post; and
 - utilisation of assistance by the Head of Department of the former employee as appropriate.
- **Superannuation Amount** means the amount reported to the FWO as detailed at clause 10.a.i.3 plus any additional outstanding amounts identified as an underpayment of superannuation as a result of contraventions set out at clause 15 above.
- **Total Underpayment** means the Wage Underpayment and the Superannuation Amount.
- **Workplace law** as defined in section 12 of the *Fair Work Act 2009* (Cth).

Executed as an undertaking

EXECUTED by an authorised person of Griffith University:

EBURD Ating VC
(Name and position of authorised signatory)

E A Beure
(Signature of authorised signatory)

in the presence of:

MARUS PAYNE
(Name of witness)

M-P
(Signature of witness)

29 May 2025
(Date)

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

Michael Campbell
Michael Campbell
Group Manager – Operations
Delegate for the Fair Work Ombudsman

6 June 2025
(Date)

in the presence of:

Michelle Marley
(signature of witness)

Michelle Marley
(Name of witness)

Attachment A — Notification to Affected Employees

Dear colleagues,

In response to concerns across the Higher Education sector, Griffith University commenced a review of its payroll systems and processes in March 2022. The review was completed in 2024 and determined that the University has contravened the *Fair Work Act 2009* (Cth) in respect to certain provisions of Griffith University's Academic and Professional and Support Staff Enterprise Agreements, the Fitness Award and Miscellaneous Award.

Griffith University has admitted to the Fair Work Ombudsman that it failed to make accurate payments as required by the above instruments.

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

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

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

Griffith has also established a complaints and review mechanism to assist you if you believe you have not received the correct entitlements owing to you. If you have been identified as an affected employee and you believe your back-paid entitlements have been calculated incorrectly, you can make a complaint or request a further review via the [Request a review of payroll entitlements form](#).

We will make every attempt to resolve your enquiry within 30 days of receiving it and commit to maintaining open communication with you about the progress of your enquiry.

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

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

Sincerely,

Attachment B – Workplace Notice

Griffith University has undertaken a review of its payroll system and processes and determined that they contravened the *Fair Work Act 2009* (Cth) by failing to make accurate payments with respect to certain provisions of Griffith University's Academic and Professional and Support Staff Enterprise Agreements, the Fitness Award and Miscellaneous Award.

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

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

Griffith sincerely regrets these matters have occurred and will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure ongoing compliance such as training and education, process streamlining and system improvements.

If you worked for Griffith University during the period of 2015 to 2024 and have queries or questions relating to your employment, please submit your enquiry via the [Request a review of payroll entitlements form](#).

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