

ENFORCEABLE UNDERTAKING

This undertaking is **given** by The University of Wollongong and **accepted** by the Fair Work Ombudsman pursuant to section 715 of the *Fair Work Act 2009* (Cth).

PARTIES

1. This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (**FWO**) by The University of Wollongong (ABN 61 060 567 686) (**UoW**) pursuant to section 715 of the *Fair Work Act 2009* (Cth) (**FW Act**).

COMMENCEMENT OF ENFORCEABLE UNDERTAKING

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

BACKGROUND

3. UoW is an Australian public research university incorporated by the *University of Wollongong Act 1989* (NSW). UoW has nine campuses in Australia operating in New South Wales. In its 2024 Annual Report, UoW reported an income of \$906.7m and that it engaged 1,117 academic staff and 1,532 professional staff.
4. UoW 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. The role of the FWO is established by the FW Act. The FWO's legislative functions include promoting, monitoring and enforcing compliance with the FW Act and fair work instruments (as defined at section 12 of the Act). Pursuant to section 715 of the FW Act, the FWO may accept a written undertaking in relation to a contravention(s) of a civil remedy provision of the FW Act.

Internal Audits and Self-Report to the FWO

6. Following staff enquiries about their wages and entitlements and an internal review of the application of specific enterprise agreement provisions, UoW commenced internal audits relating to approximately 6,000 current and former staff under the *University of Wollongong (Professional Services Employees) Enterprise Agreement 2019* (**PSEA 2019**) and the *University of Wollongong (Academic Staff) Enterprise Agreement 2019* (**ASEA 2019**).
7. On 13 July 2023, following the internal audits, UoW self-reported to the FWO its non-compliance with workplace laws in respect of current and former professional and

academic employees. UoW generally attributed the causes of the non-compliance to misapplication of certain provisions of the *University of Wollongong (General Staff) Enterprise Agreement 2014 (PSEA 2014)*, the *University of Wollongong (Academic Staff) Enterprise Agreement 2015 (ASEA 2015)*, PSEA 2019 and ASEA 2019.

Remediation Program

8. In response to the discovery of non-compliance with the FW Act, UoW established a project team to oversee a remediation program. This has included the use of both external counsel and a consultancy firm. The team established a methodology for remediation, which included undertaking a detailed analysis and review and calculation of potential underpayments related to the identified issues, to determine the quantum of underpayments during the period 1 November 2014 to 4 July 2024 (**Relevant Period**).
9. As of July 2025, UoW has completed remediation for 5,340 former and current employees (**Affected Employees**) in respect of the Relevant Period totalling:
 - a. \$4,940,043.74 in wages (**Wage Underpayment**);
 - b. \$1,110,835.63 in interest on wages (**Interest Amount**); and
 - c. \$562,890.89 in superannuation and \$67,757.35 in lost earnings on superannuation (**Superannuation Amount**),(collectively, **Total Underpayments**).
10. The remediation payments for the Total Underpayments were made between 26 November 2024 and 6 June 2025. A detailed breakdown of the underpayments is set out at **Attachment A** and a list of Affected Employees is set out at **Attachment B**.
11. The Affected Employees have been contacted directly with personalised communications setting out repayment calculations, repayment amounts and contact details for enquiries. UoW has been unable to contact 221 of the Affected Employees. Where the employees had a valid phone number on file, UoW has made three attempts to contact them, including leaving voice messages where possible.
12. Two issues in the remediation program remain in progress and are currently under review:
 - a. long service leave accruals for staff with multiple positions and post casual conversion to ensure 'continuous service' is properly calculated in its payroll system; and
 - b. accurate timekeeping records for UoW's Sydney Business School,(collectively, the **In Progress Remediation Areas** or **IPRA**).

Resolution of the Contraventions

13. UoW has requested that the FWO accept an enforceable undertaking in relation to its contraventions of civil remedy provisions of the FW Act.
14. The FWO acknowledges UoW's general cooperation and early and open disclosures made to the FWO.
15. The FWO also acknowledges UoW's commitment to establish and implement comprehensive systems and processes across the organisation to avoid any future similar contraventions occurring as detailed in, but not limited to, the Undertakings in clauses 33 to 37 below and UoW's ongoing commitment to comply with:
 - a. *University of Wollongong (Professional Services Employees) Enterprise Agreement 2023 (PSEA 2023)*;
 - b. *University of Wollongong (Academic Staff) Enterprise Agreement 2023 (ASEA 2023)*; and
 - c. any future replacement instruments,(collectively, the **Industrial Instruments**).
16. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

ADMISSIONS

17. The FWO has a reasonable belief, and UoW admits, that during the Relevant Period, UoW contravened section 50 of the FW Act by failing to pay Affected Employees the amount which they were entitled to receive under the clauses referred to in the "Industrial instrument contraventions" column of the table at **Attachment A**.
18. The contraventions referred to in clause 17 do not include:
 - a. any contraventions which relate to or arise as a consequence of UoW failing to correctly apply the industrial instruments referred to in clause 17 to any employee who is not one of the Affected Employees, or because of any failure by UoW to correctly apply clauses of those instruments to an Affected Employee that are not set out in clause 17 above;
 - b. any contraventions which have not yet occurred at the date that this Undertaking is offered by UoW; or
 - c. any contraventions of the industrial instruments referred to in clause 17 which occurred outside of the Relevant Period.

UNDERTAKINGS

19. UoW will take the actions set out at clauses 20 to 83 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.

In Progress Remediation Areas

20. Within 90 days of the Commencement Date, UoW will complete the IPRA review (including any calculations) and provide the FWO with the associated methodology documents that underpin the review and remediation of the IPRA (**IPRA Completion Date**).
21. Within 21 days of the IPRA Completion Date, the FWO may provide feedback to UoW regarding the IPRA review and associated methodology documents. UoW will implement any adjustments to the methodology and rectification amounts as proposed by the FWO.
22. Within 90 days of the IPRA Completion Date, UoW will provide the FWO with:
- a. a schedule with the names of all affected employees (**IPRA Employees**) and the respective individual underpayment for each IPRA Employee;
 - b. a final report outlining the findings and outcome of the rectification of the IPRA; and
 - c. a written report detailing any further systems improvements and/or training that UoW will implement to avoid any repeat of similar underpayments to those identified in relation to the IPRA.

Rectification of Underpayments

Total Underpayments

23. Within 30 days of the Commencement Date, UoW will provide to the FWO Reasonable Evidence of:
- a. payments made by UoW to rectify the Total Underpayments prior to the Commencement Date; and
 - b. Reasonable Steps taken to contact the Affected Employees who were unable to be contacted as referred to in clause 11.

In Progress Remediation Area

24. Within 60 days of the IPRA Completion Date, UoW will make full payment to IPRA Employees who can be contacted any outstanding payments identified in the IPRA review.
25. UoW will take Reasonable Steps to contact each IPRA Employee referred to in clause 24.
26. Within 90 days of the IPRA Completion Date, UoW will provide to the FWO Reasonable

Evidence of:

- a. in respect of a payment made pursuant to clause 24, the payments having been made; and
- b. in respect of steps taken pursuant to clause 25, the Reasonable Steps taken for employees who could not be contacted.

Unclaimed Monies

27. Within 6 months of the Commencement Date, UoW will:
 - a. correspond with the FWO's Unclaimed Monies Team and subsequently prepare and provide a schedule detailing any Affected Employees to whom rectification payments were not able to be made; and
 - b. make payments of the relevant amounts owing to the abovementioned employees in line with the instructions provided by the FWO's Unclaimed Monies Team.
28. Within 6 months of the IPRA Completion Date, UoW will:
 - a. correspond with the FWO's Unclaimed Monies Team and subsequently prepare and provide a schedule detailing any employees to whom rectification payments were not able to be made in respect of the IPRA; and
 - b. make payments of the relevant amounts owing to the abovementioned employees in line with the instructions provided by the FWO's Unclaimed Monies Team.

Contribution Payments

29. Within 30 days of the Commencement Date, UoW will make a contribution payment of \$130,000 (**First Contribution Payment**).
30. Within 60 days of the IPRA Completion Date, UoW will make a contribution payment of the lower of \$100,000 or 2% of the wage underpayment (including superannuation, excluding interest) identified in the IPRA review (**Second Contribution Payment**).
31. UoW will make the First Contribution Payment and Second Contribution Payment to the Consolidated Revenue Fund (**CRF**).
32. UoW will provide evidence to the FWO of the First Contribution Payment and Second Contribution Payment within 14 days of making the relevant payment to the CRF.

Workplace Relations Systems, Processes and Training

Workplace Relations Systems and Processes

33. By the later of 20 February 2026 or 120 days after the Commencement Date, UoW will

provide the FWO with detailed information about the systems and process improvements that it is implementing (whether planned, in progress and/or completed) to ensure future compliance with its obligations under the FW Act, the *Fair Work Regulations 2009* (Cth) (**FW Regulations**) and the Industrial Instruments. In particular, UoW will provide to the FWO Reasonable Evidence of such matters in respect of the following:

- a. internal audits;
 - b. bi-annual reviews of payroll controls;
 - c. quarterly payroll recalculations; and
 - d. assurance and monitoring processes in respect of time and wages records.
34. The FWO may, within 28 days of receiving the information under clause 33, seek reasonable further information regarding the systems and processes from UoW by issuing a written notice to UoW specifying the additional information required. UoW must provide to the FWO the information specified in such a notice within 21 days of receipt.

Mandatory training

35. Within nine months of the Commencement Date, UoW will ensure that all current employees of UoW with responsibility for the management of employees, human resources, recruitment and payroll have completed training which satisfies clause 36 below.
36. 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;
 - b. cover, at a minimum:
 - i. the application of the Industrial Instruments; and
 - ii. other applicable FW Act entitlements and obligations, including the National Employment Standards and recording keeping obligations; and
 - c. be provided on an ongoing basis to all new employees with responsibility for the management of employees, human resources, recruitment and payroll for two years after the Commencement Date.
37. Within 12 months of the Commencement Date, UoW will provide to the FWO Reasonable Evidence of its compliance with clause 35, 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

38. UoW 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 UoW's compliance with the FW Act, the FW Regulations and the Industrial Instruments.
39. UoW will notify the FWO of its proposed Independent Auditor by no later than four months after the Commencement Date. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require UoW 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 UoW.
40. UoW must ensure that each of the Audits conducted by the Independent Auditor includes (subject to any adjustment to the scope by the FWO as provided for in clause 47):
 - a. a review of the issues identified in:
 - i. Attachment A; and
 - ii. the IPRA;
 - b. an assessment of at least 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 UoW;
 - c. an assessment of whether the Sampled Employees have been correctly classified by UoW;
 - d. an assessment of whether the pay and entitlements of the Sampled Employees during the Relevant Audit Period is in compliance with the FW Act, FW Regulations and the Industrial Instruments;
 - e. 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
 - f. that each of the written reports referred to in subclause 40.e 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 UoW, the

Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from UoW 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

- 41. UoW must ensure the Independent Auditor commences the first of the Audits between 9 and 12 months after the Commencement Date (**First Audit**).
- 42. 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.
- 43. By eight months after the Commencement Date, UoW will provide for the FWO's approval the audit period and details of the methodology the Independent Auditor proposes to use to conduct the First Audit.
- 44. UoW 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. UoW will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to UoW without the FWO's approval.
- 45. UoW 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. UoW will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to UoW without the FWO's approval.

The Second Audit

- 46. UoW must ensure the Independent Auditor commences the second of the Audits between 21 and 24 months after the Commencement Date (**Second Audit**).
- 47. 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. The FWO may limit the scope of the Second Audit, if it so elects.
- 48. By 20 months after the Commencement Date, UoW will provide for the FWO's approval the audit period and details of the methodology the Independent Auditor proposes to use

to conduct the Second Audit.

49. UoW 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 after the Commencement Date, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. UoW will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to UoW without the FWO's approval.
50. UoW 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. UoW will ensure the Independent Auditor does not provide the written report, or a copy of the same, to UoW without the FWO's approval.

Outcome of Audits

51. If any of the Audits identify underpayments to any current or former employees, UoW 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 24-month period immediately before the Relevant Audit Period and rectify any underpayments that are identified.
52. UoW will provide to the FWO Reasonable Evidence of such rectification within 60 days of any identified underpayments.
53. 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, UoW will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. UoW will complete the required documents supplied by the FWO for this purpose.
54. 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, UoW will engage the same approved auditor, as set out at clause 38, 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 UoW. Any Additional Audit must adhere to the same requirements as the First and Second Audit, as set out at clauses 38 to 40 above, including approval of the auditor's proposed methodology and reporting.
55. If requested by the FWO, UoW will provide the FWO with all records and documents used

to conduct any or all the Audits (including any Additional Audit), within 28 days of such a request.

Joint Consultative Committee

56. From the Commencement Date, UoW will convene a Joint Consultative Committee (JCC) as required under the Industrial Instruments. The JCC will provide a forum for consultation on matters pertaining to employee pay and conditions in accordance with clauses 57 to 60 below. The undertakings in these clauses supplement, and do not in any way diminish, the existing obligations and conditions relating to the operations of the JCC set out in the PSEA 2023 or the ASEA 2023.
57. For the purposes of this Undertaking:
- a. all JCC meetings will include:
 - i. a standing agenda item relating to the Mechanism (as defined at clause 61), including (but not limited to) number of complaints received and a breakdown (e.g. the substance and outcome) of each complaint or dispute arising from the Mechanism; and
 - ii. a standing agenda item relating to the progress, report on and/or UoW's response to the Audits (as appropriate at the time); and
 - b. to the extent it relates to the matters set out at clause 57a:
 - i. proceedings of the JCC meetings shall not be confidential;
 - ii. the CPSU and NTEU representatives may report on the business of the JCC to each of their members.
58. UoW will provide quarterly reports to the JCC on:
- a. non-compliance with workplace laws (including underpayment issues) that UoW has been made aware of by employees, the CPSU or the NTEU, including the scope, number of affected employees and remediation efforts in relation to any potential underpayment;
 - b. any proposed changes to UoW's operations, systems, workflow or service delivery that have a material effect on the pay and conditions of UoW's employees;
 - c. the progress, and outcomes, of the Audits;
 - d. the progress, and outcomes, of any other future audit(s) of employee pay and entitlements undertaken by UoW, including those undertaken by a third party conducting auditing or professional services in relation to underpayments on behalf

of UoW; and

- e. any consideration of systemic or significant underpayment issues undertaken by UoW Council and/or the Risk, Audit and Compliance Committee, to the extent such consideration is not confidential or commercially sensitive.

59. Where UoW has become aware of systemic or significant underpayment(s) to its past or present employees and has taken steps to remediate this payment, the quarterly report shall also include the following information:

- a. the number of current and former employees who were underpaid;
- b. the total quantum of the underpayment;
- c. where past employees are involved, the progress of UoW's attempts to contact affected former employees; and
- d. the total quantum of remediation payments processed as at the time of the quarterly report.

60. The arrangements in clauses 56 - 59 for the JCC will continue to operate for the duration of the Undertaking.

Complaints and Review Mechanism

61. Within 30 days of the Commencement Date, UoW will establish a complaints and review mechanism for its Affected Employees and IPRA Employees who do not believe they have received their correct entitlements in relation to the amounts owing to them as part of the Total Underpayments and/or IPRA (**Mechanism**). The Mechanism is to be maintained to operate for the duration of the Undertaking.

62. 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 11 of the PSEA 2023 or clause 9 of the ASEA 2023 (as applicable to each Affected Employee and/or IPRA Employee).

63. UoW will issue written guidance to all decision makers under the terms of the Mechanism detailing UoW'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 ambiguity as to the interpretation of the Industrial Instruments and a lack of clear UoW policy as to the interpretation to be applied, UoW will, where reasonably practicable, apply employee-favourable assumptions to resolve any ambiguity or uncertainty.

64. UoW 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.

65. UoW will establish and maintain centralised oversight of any complaint arising from the

Mechanism to ensure consistent management and outcomes.

66. Where the FWO considers it appropriate, the FWO will notify UoW within 21 days of any request for assistance from Affected Employees and/or IPRA Employees being received by the FWO where the FWO identifies that the Mechanism has not first been applied.
67. Within 60 days of receipt of the notification referred to in clause 66, UoW will report the outcome of the complaint or dispute to the FWO. UoW will also provide to the FWO, within a reasonable period specified by the FWO, Reasonable Evidence relied upon to satisfy itself that UoW met its obligations with respect to Affected Employees and/or IPRA Employees.
68. UoW undertakes to cooperate fully in relation to any request for assistance received by the FWO in relation to an Affected Employee and/or IPRA Employee where the employee does not consider the complaint has been addressed through the application of the Mechanism.

Employee Hotline

69. From the Commencement Date, at its own expense, UoW will maintain their dedicated telephone number for all current and former employees to whom the PSEA 2019, ASEA 2019 and/or the Industrial Instruments apply, or had applied, to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**). Employees will have the option of making enquiries on a confidential basis.
70. UoW will:
 - a. ensure the Employee Hotline remains operational for a period of 6 months from the Commencement Date; and
 - b. communicate the existence and purpose of the Employee Hotline by way of notice on the intranet for current staff.
71. UoW will:
 - a. take steps to respond to each telephone enquiry and seek to resolve any issues within 30 days and notify the FWO of any issues that are not resolved within 60 days; and
 - b. provide a de-identified list of enquiries received by the Employee Hotline to the FWO at the end of the 6-month period, which includes information about how the enquiries were resolved.

Corporate Governance

72. UoW's Risk, Audit and Compliance Committee will prioritise and embed the monitoring of UoW's compliance with the FW Act, FW Regulations, and Industrial Instruments which apply until all other obligations in relation to this Undertaking are completed, by:

- a. creating a standing agenda item for all Risk, Audit and Compliance Committee meetings to discuss compliance with UoW's obligations pursuant to the FW Act, FW Regulations, Industrial Instruments and/or the Undertaking that may apply to UoW;
 - b. creating a standing agenda item for all Risk, Audit and Compliance Committee meetings to discuss any complaints and disputes arising in relation to UoW's obligations outlined in this Undertaking (including but not limited to those raised through the Mechanism or the JCC), clause 11 of the PSEA 2023, clause 9 of ASEA 2023, and/or any other equivalent clauses in industrial instruments which apply to UoW over the duration of the Undertaking; and
 - c. enabling the JCC to provide a quarterly report to the Risk, Audit and Compliance Committee on any matters that relate to compliance with the FW Act, FW Regulations and/or Industrial Instruments.
73. UoW will report to the FWO, every six months for the duration of the Undertaking, on:
- a. all matters raised under clause 72;
 - b. any other matters raised by any employee which result in systemic or significant non-compliance with the FW Act, FW Regulations and/or applicable Industrial Instruments being identified; and
 - c. UoW's responses to the reports on each of the Audits setting out the Independent Auditor's findings.
74. 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 Risk, Audit and Compliance Committee in relation to the monitoring of UoW's compliance with the FW Act, FW Regulations, the Industrial Instruments and/or any other industrial instruments which apply during the duration of the Undertaking.

Workplace Notice

75. Within 28 days of, but not before, the FWO publishing a media release on its website in respect of the Undertaking, UoW will:
- a. send a communication in the form of **Attachment C** to this Undertaking to:
 - i. all current employees by way of an all-staff email; and
 - ii. each of its former Affected Employees to their last known address or email address.
 - b. cause to be displayed on the home page of its intranet accessible by all employees, a

notice in the form of **Attachment D** to this Undertaking (**Workplace Notice**).

76. UoW must ensure the Workplace Notice is:
 - a. at least size 11 font;
 - b. clearly displayed in a location to which all employees have access; and
 - c. displayed for a period of 28 continuous days.
77. If requested by the FWO, UoW will, within 14 days, provide Reasonable Evidence of its compliance with clauses 75 and 76.

Website Notice

78. Within 28 days of, but not before, the FWO publishing a media release on its website in respect of the Undertaking, UoW will place a notice on its website, accessible through a hyperlink on the front page of <http://www.uow.edu.au> (**Website Notice**).
79. The Website Notice must:
 - a. be in the form of the notice set out at **Attachment D**;
 - b. be displayed in at least size 11 font; and
 - c. remain on the website for a period of 28 continuous days.
80. Within 14 days of placing the Website Notice on its website, UoW will provide to the FWO evidence of its placement.

Extensions of Time

81. UoW 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.
82. 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

83. UoW must not and will 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

84. UoW acknowledges that:

- a. the FWO may:
 - i. make this Undertaking available on the FWO internet site at <http://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 UoW set out in clause 17 above in respect of decisions taken regarding enforcement action in the event that UoW is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by UoW 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, UoW may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d. if UoW 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 UoW in clause 17 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 5.82% using the simple method for payment made in November 2024. The interest rate of 8.29% was applied to payments made in June 2025.
- **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 UoW or by any of its servants or agents; and/or
 - b) the accuracy and correctness of any information provided by UoW, or by any of its servants or agents; and/or
 - c) compliance by UoW with any term of this Undertaking.
- **Reasonable Steps** will include, but are not limited to, repeated and multi-channel attempts to contact an affected employee through:
 - a) last known details from employee files including email, mobile telephone for direct calls and SMS and last known address for post; and
 - b) utilisation of assistance by the Head of Department of the former employee as appropriate.
- **Relevant Audit Period** means the period of at least two full pay periods falling within the preceding six months of the start of the First Audit or Second Audit for which the Independent Auditor will conduct an assessment of whether the pay and entitlements of the Sampled Employees are in compliance with the FW Act, FW Regulation and the Industrial Instruments.
- **Superannuation Amount** means the amount reported to the FWO as detailed at clause 9.c plus any additional outstanding amounts identified as an underpayment of superannuation as a result of contraventions set out at clause 17 above.
- **Workplace law** as defined in section 12 of the *Fair Work Act 2009* (Cth).

Executed as an undertaking

EXECUTED by an authorised person of The University of Wollongong

GAOQING LU

VICE-CHANCELLOR & PRESIDENT

(Name and position of authorised signatory)

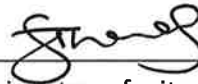


(Signature of authorised signatory)

in the presence of:

STACEY THOMAS

(Name of witness)



(Signature of witness)

19.09.2025

(Date)

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

Michael Campbell
Group Manager Operations

(Name and role of Delegate)



(Signature of Delegate)

23 September 2025

(Date)

Delegate for the Fair Work Ombudsman

in the presence of:



(Signature of witness)

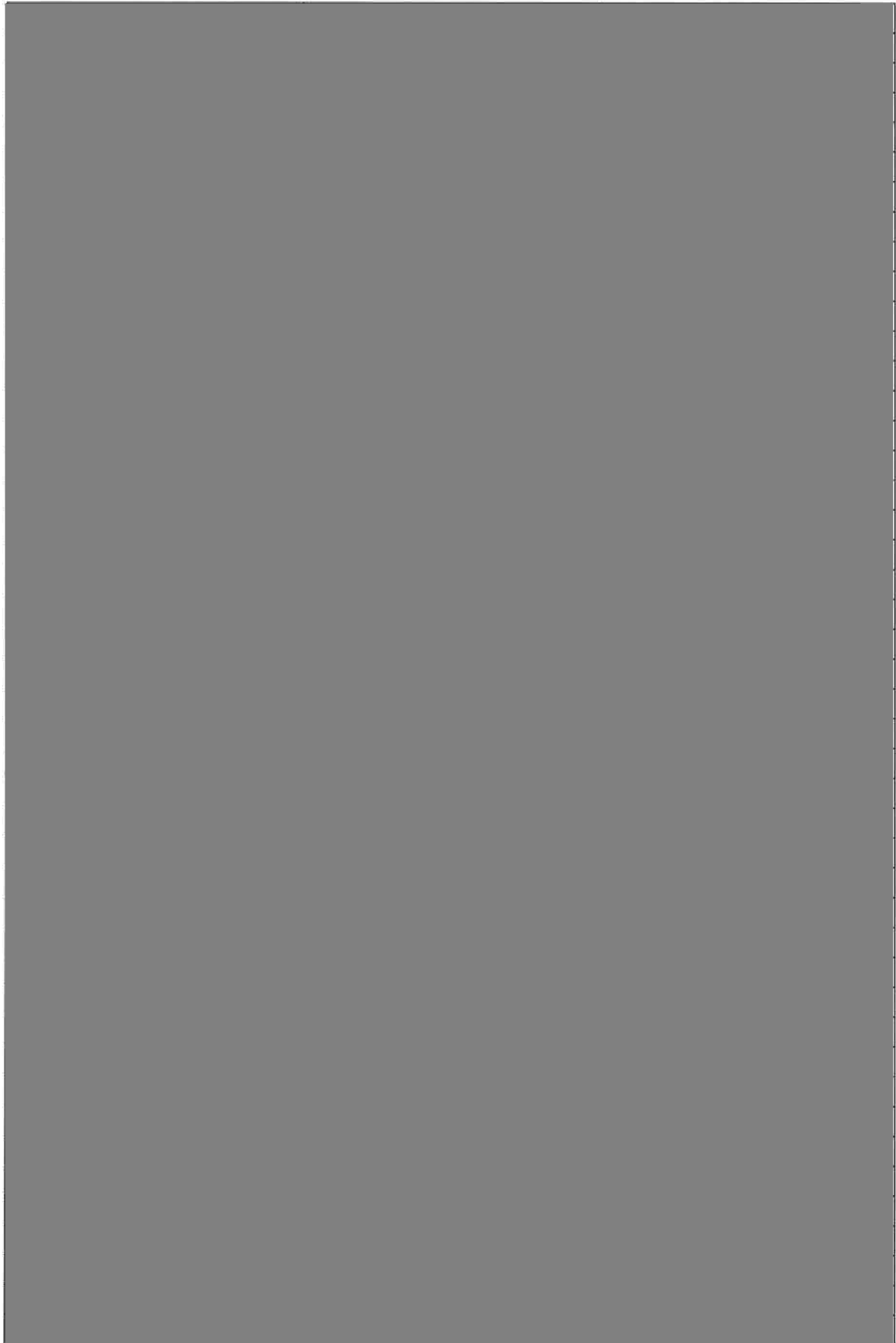
Louise Cato

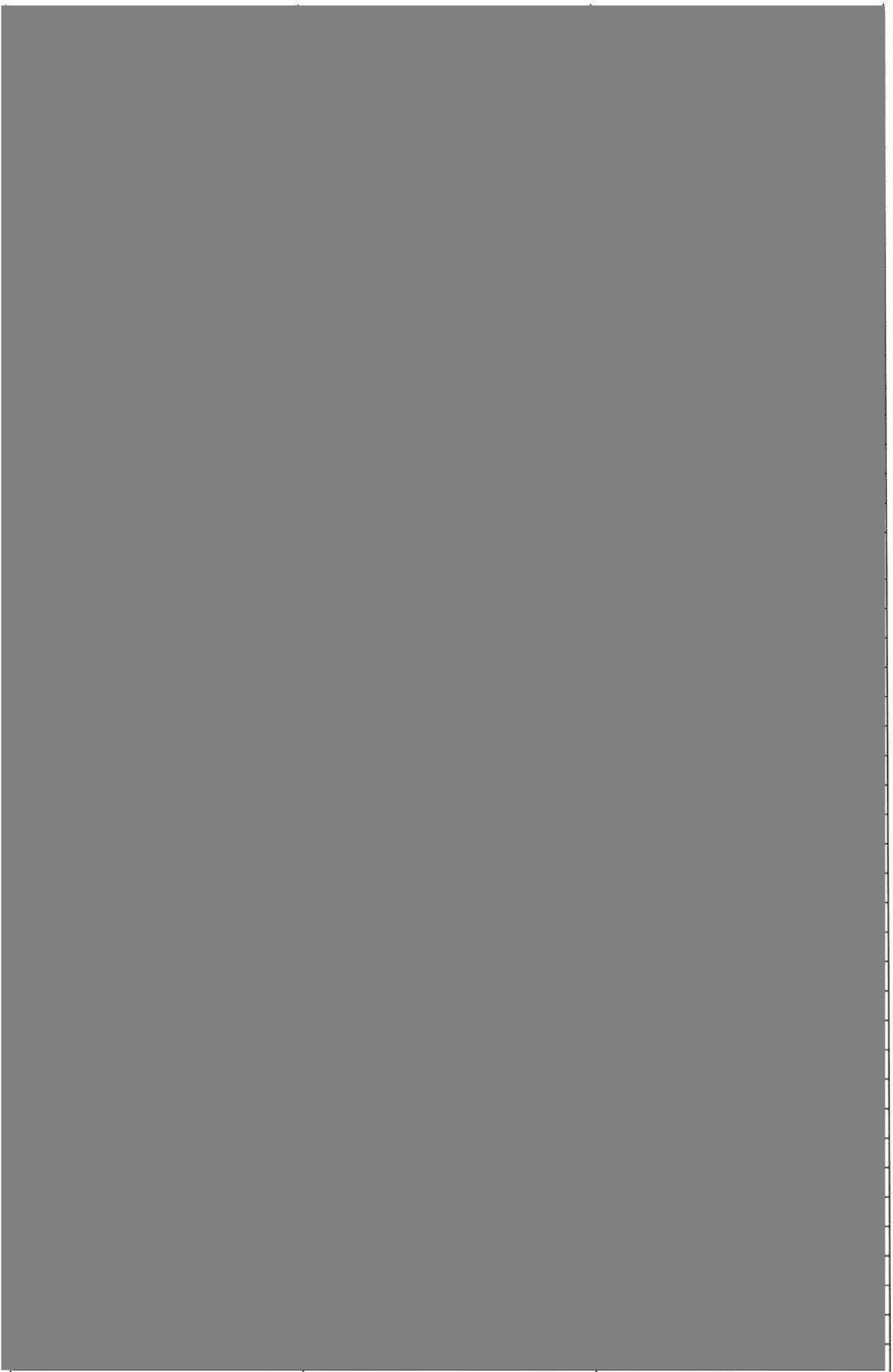
(Name of Witness)

Attachment A - Key Issues & Contraventions

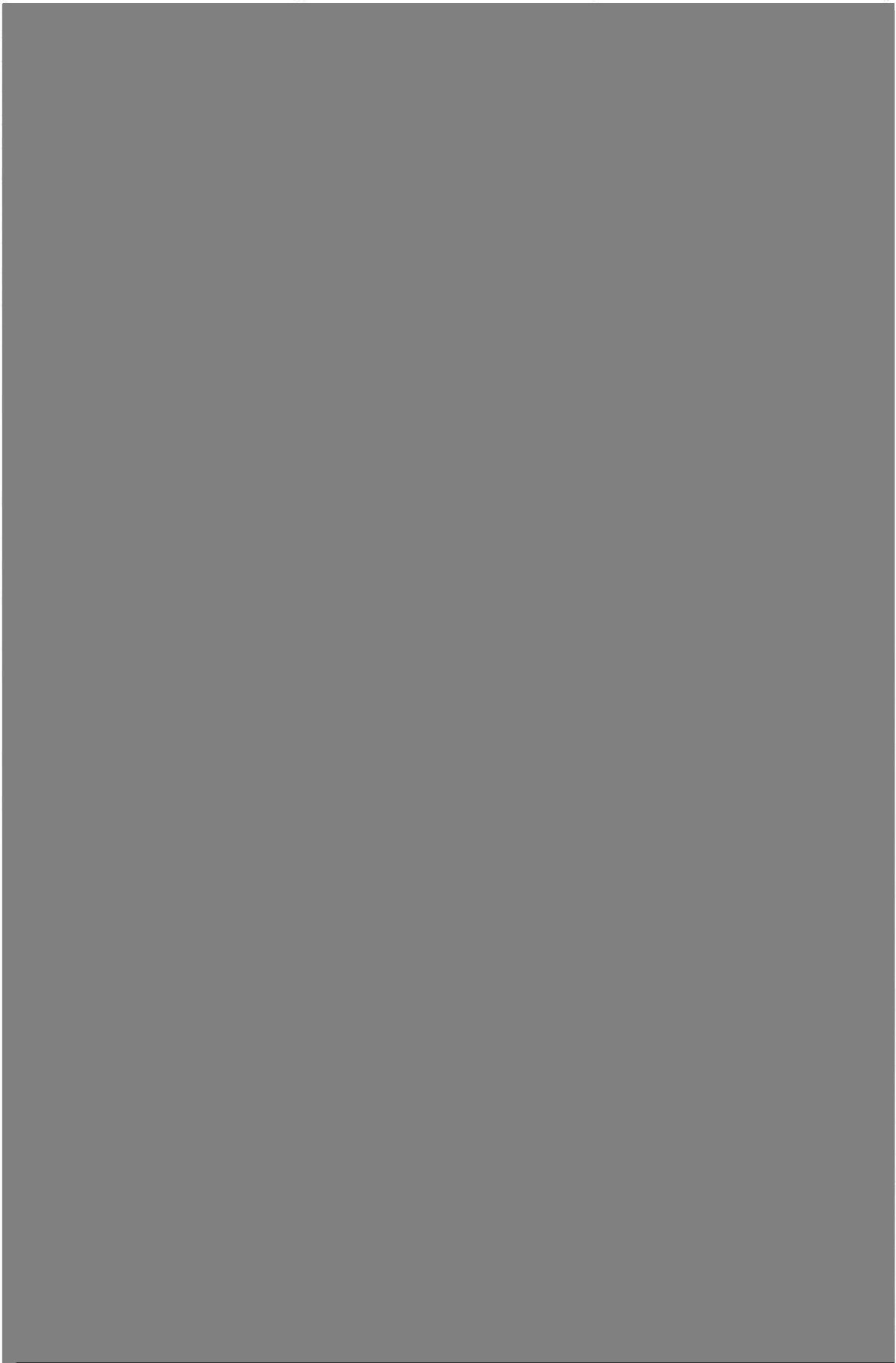
#	Areas of non-compliance	Employee cohort	Employee type	Dates	Industrial instrument contraventions	Current employees	Former employees	Underpayment
1	Casual shift penalties	Professional Staff	Casuals	20/9/2016 - 04/07/2024	PSEA 2019 - clauses 23.2, 36.2.1 & 38.1	1129	2349	\$ 1,779,554.43
2	Casual minimum engagement	Professional Staff	Casual	20/9/2016 - 04/07/2024	PSEA 2019 - clauses 23.4, 23.5, 23.6 and undertaking 2 PSEA 2014 clause 23.4	1002	3253	\$ 1,300,655.58
3	Full-time & Part-time Weekend Shift Penalties	Professional Staff	Continuing and Fixed Term	03/10/2019 - 04/07/2024	PSEA 2019 - clauses 36.2, 38.1.4, 38.1.5 and undertaking 5	553	401	\$ 649,555.32
4	Full-time & Part-time Public Holiday (not paid)	Professional Staff	Continuing and Fixed Term	03/10/2019 - 04/07/2024	PSEA 2019 - clause 54.2	247	466	\$ 313,756.24
5	Full-time & Part-time Overtime (out of the span of hours)	Professional Staff	Continuing and Fixed Term	03/10/2019 - 04/07/2024	PSEA 2019 - clauses 36.2 & 42	6	0	\$ 406.56
6	Annual Leave accruals (PT EEs)	Professional Staff	Continuing and Fixed Term	01/11/2014 - 04/07/2024	PSEA 2014 - clause 54.1 PSEA 2019 - clause 53.1	5	190	\$ 46,025.20
7	Annual leave loading shortfall	Professional Staff	Continuing and Fixed Term	01/11/2014 - 04/07/2024	PSEA 2014 - clause 17.2 PSEA 2019 - clause 17.2	184	200	\$ 21,997.94
8	LSL accruals (PT EEs)	Professional and Academic Staff	Continuing and Fixed Term	20/9/2016 - 04/07/2024	ASEA 2015 - clause 51 PSEA 2014 - clause 57 ASEA 2019 - clause 49 PSEA 2019 - clause 56	6	187	\$ 5,636.20
9	Special additional leave	Academic Staff	Fixed term and continuing staff (who	18/9/2020 – 18/9/2022	ASEA 2020 Variation - Schedule 3 clauses 5.0, 6.0, 7.0, and 8.0	255	148	\$ 171,492.14

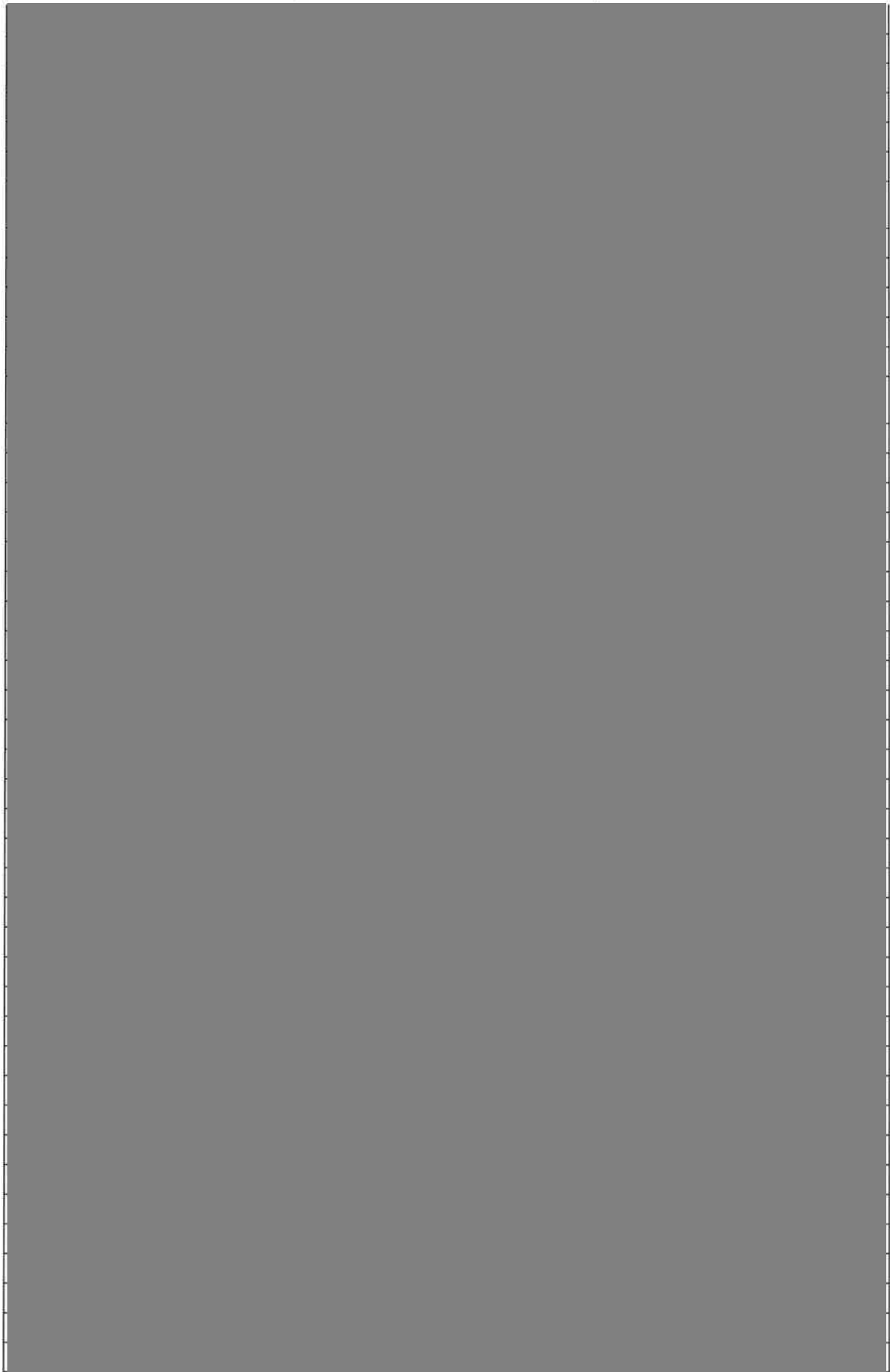
Attachment B - List of Affected Employees

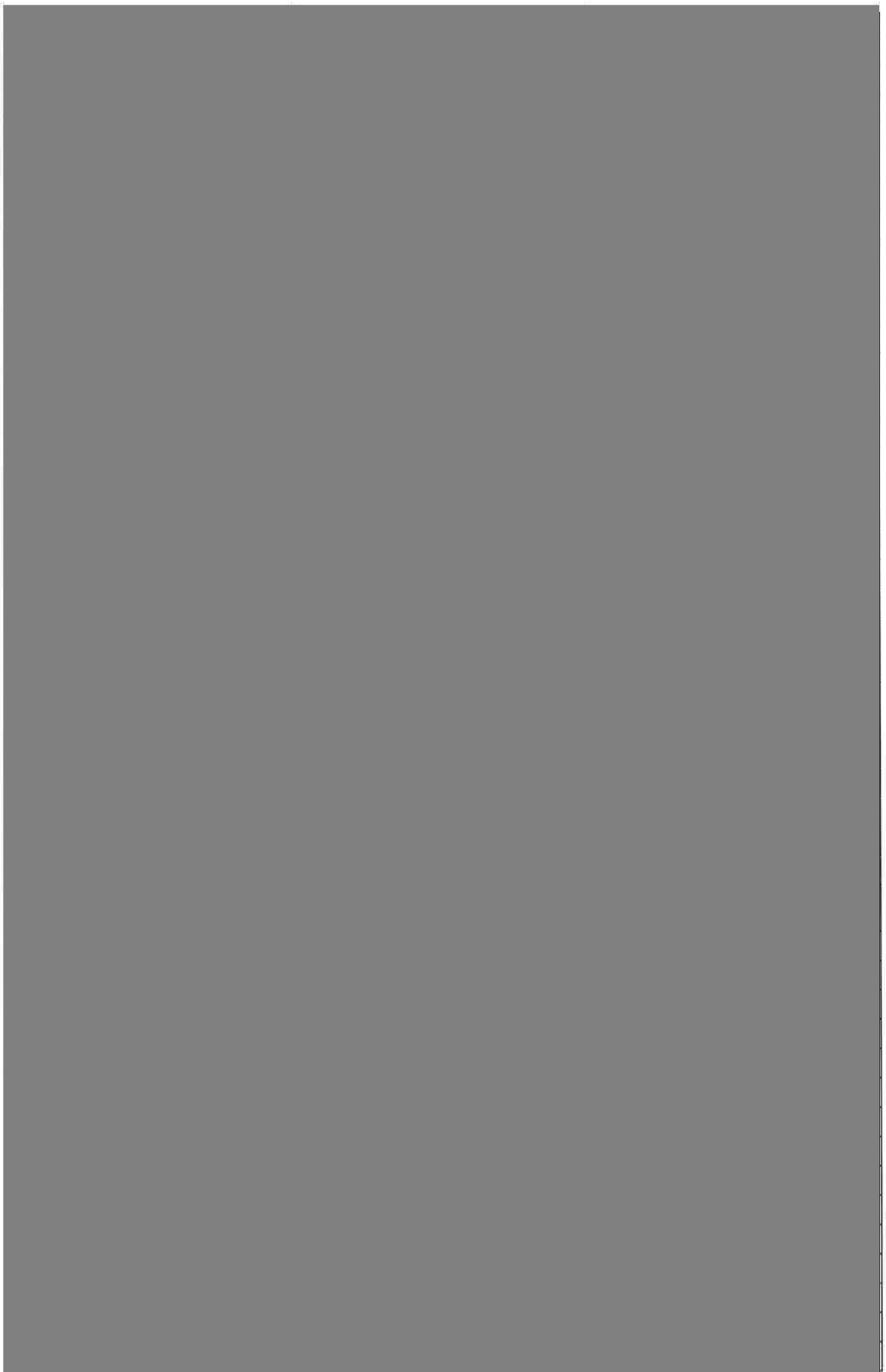


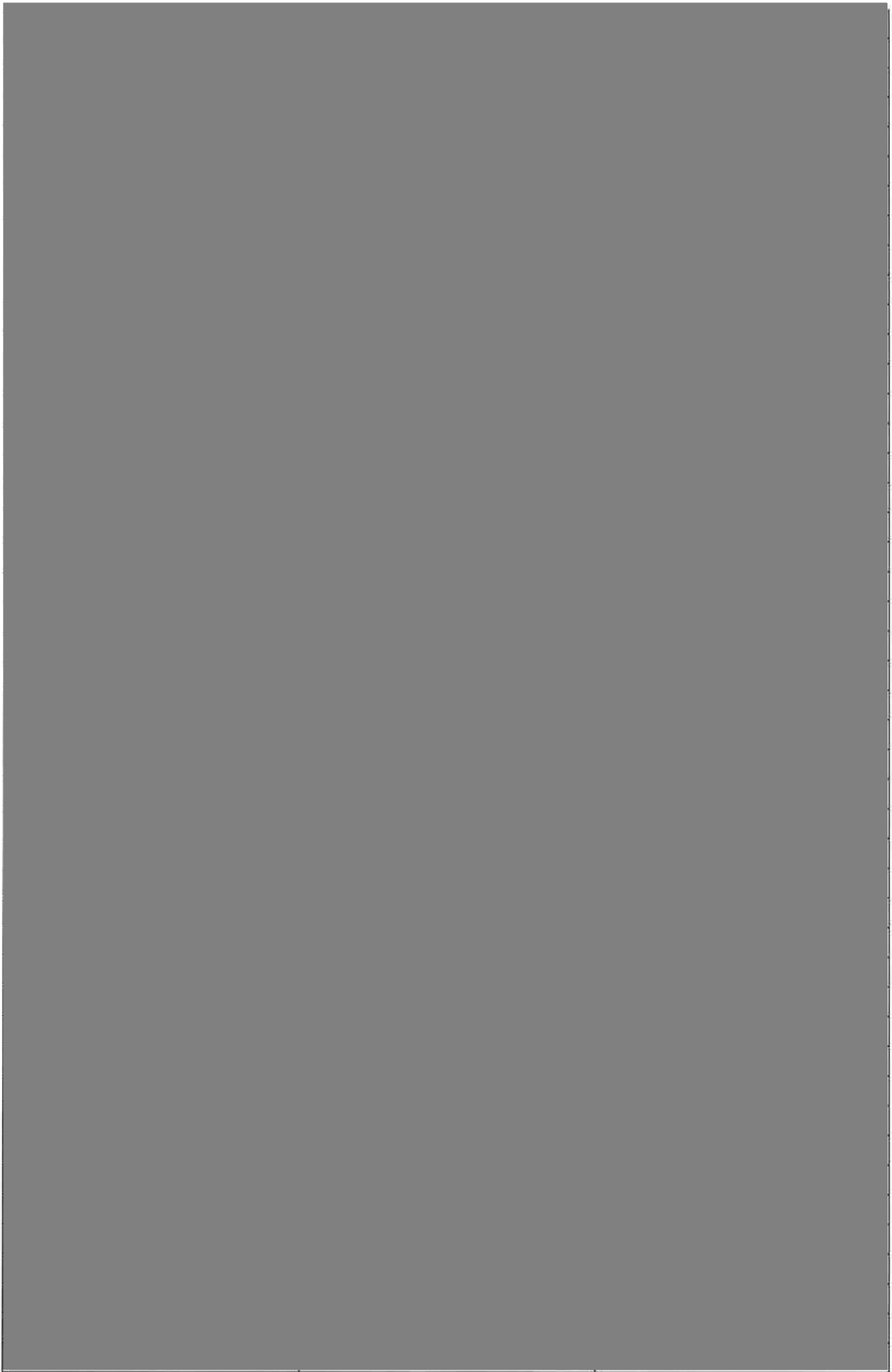


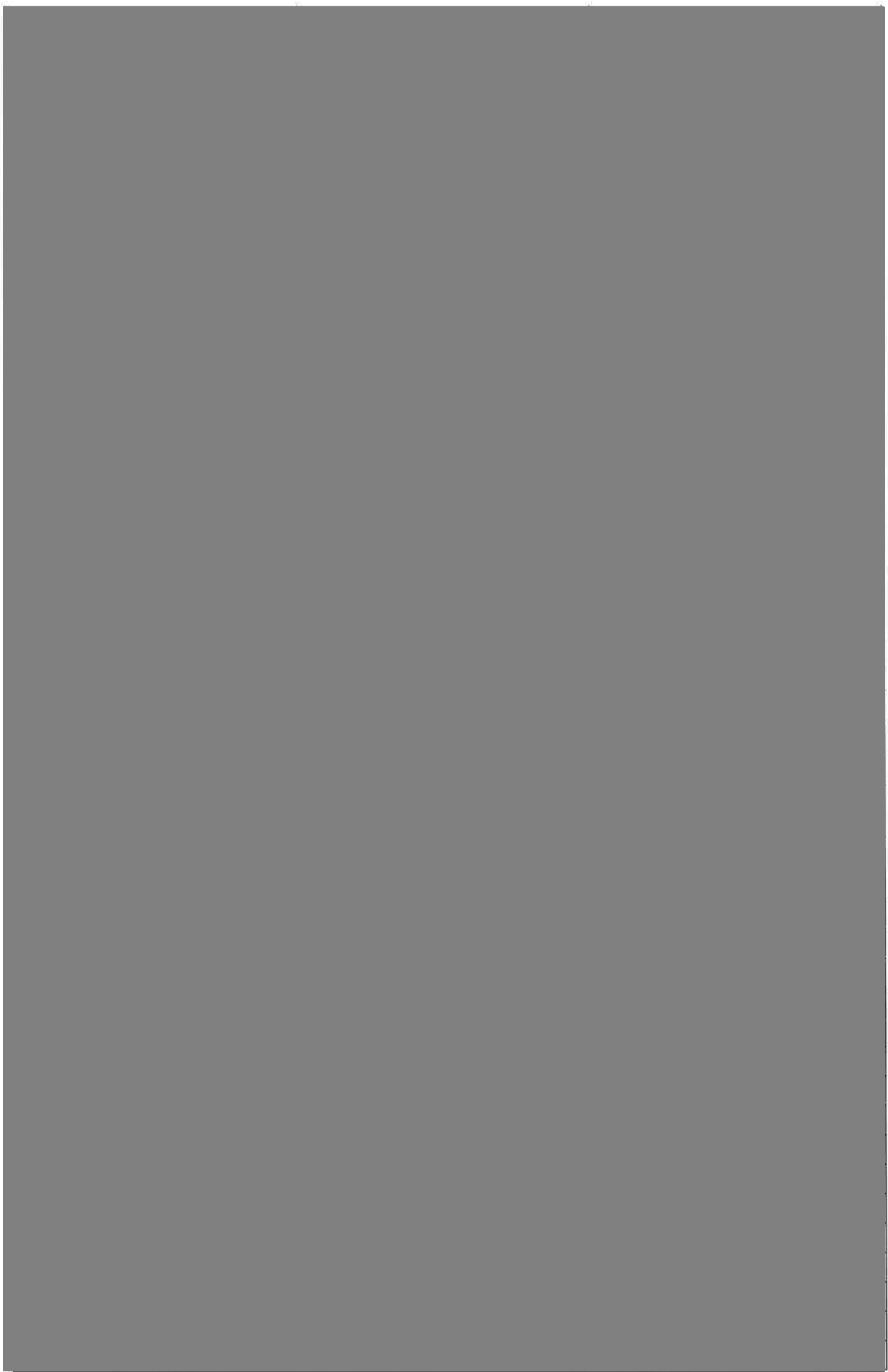


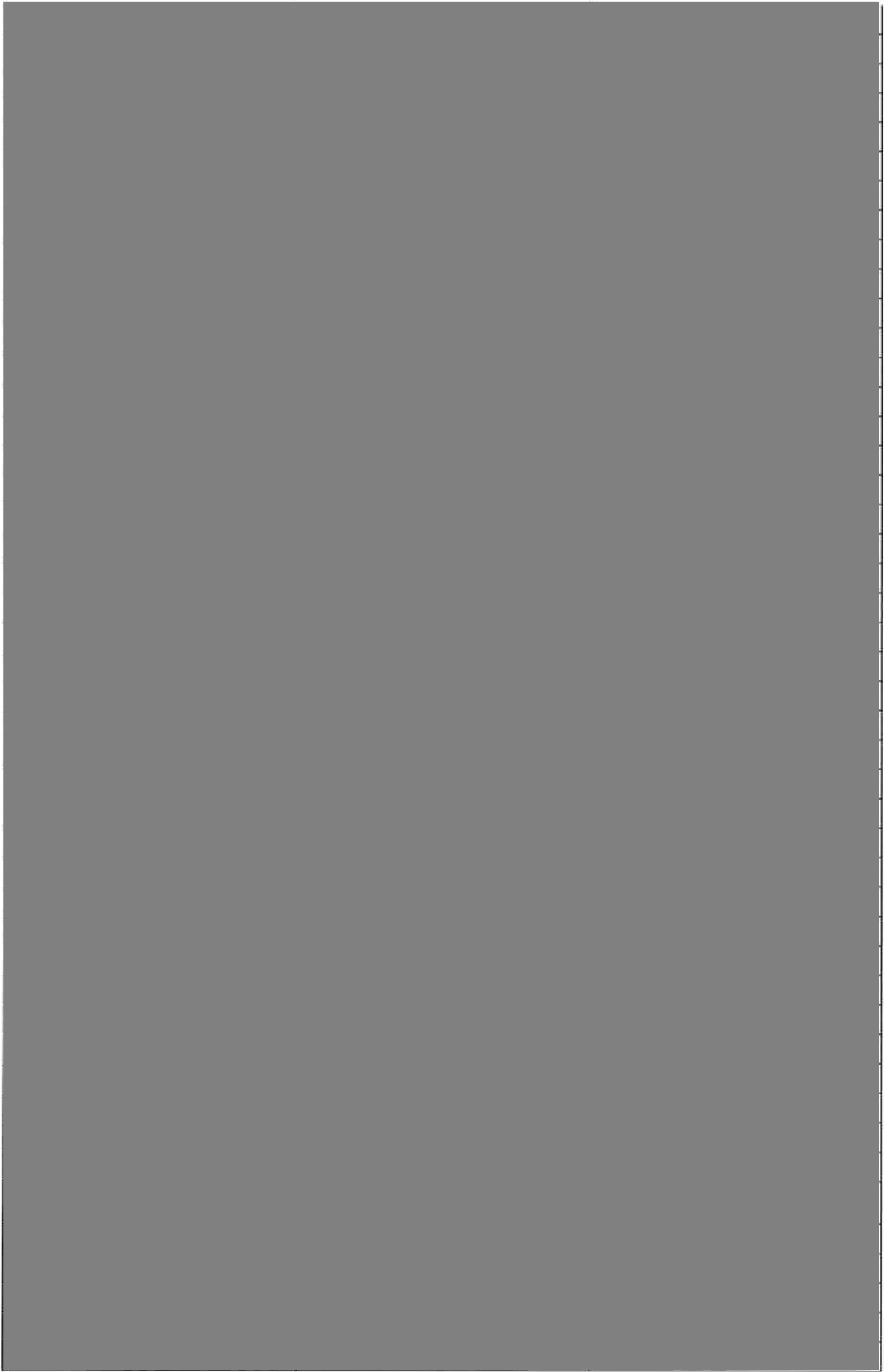


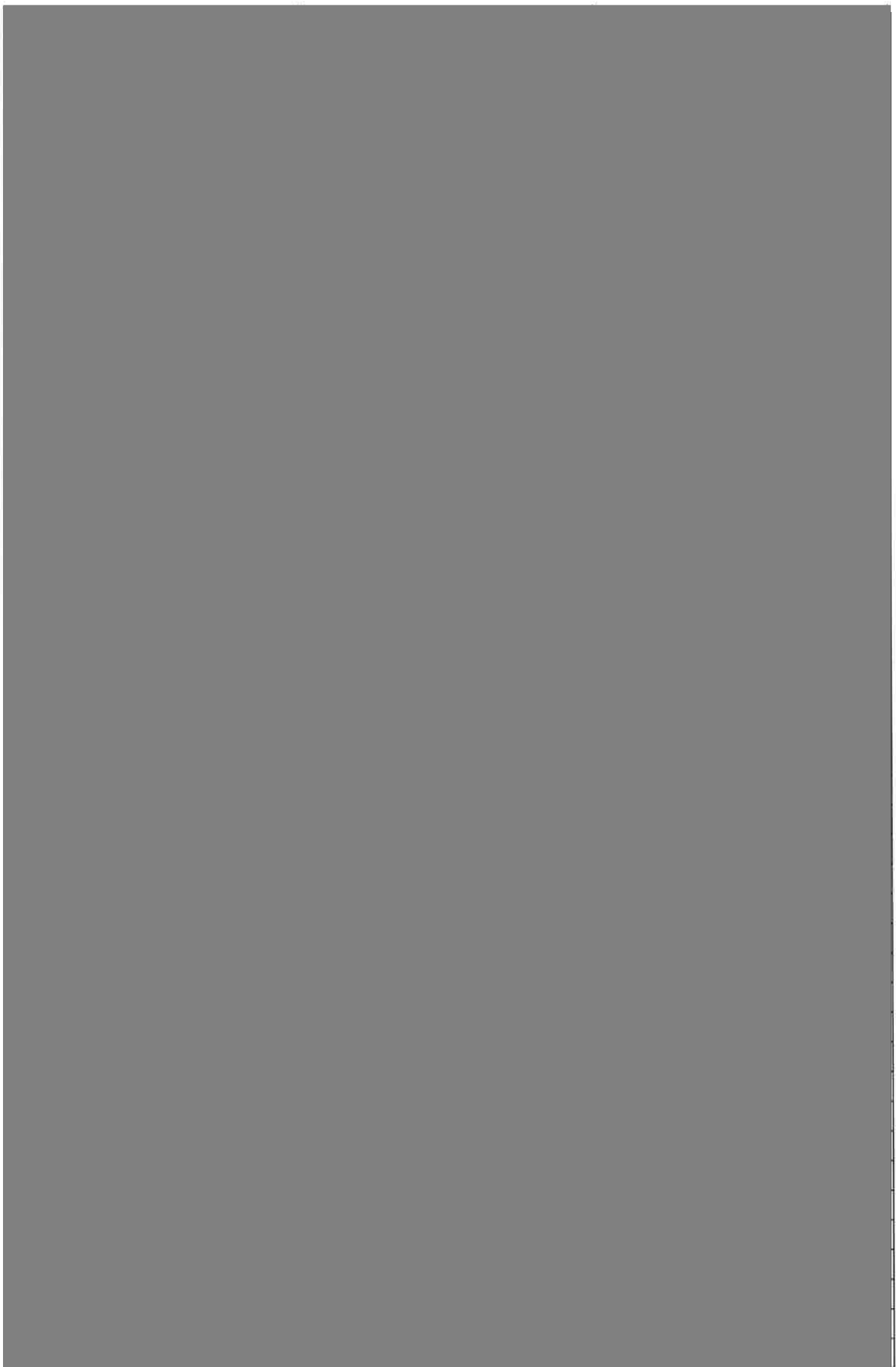


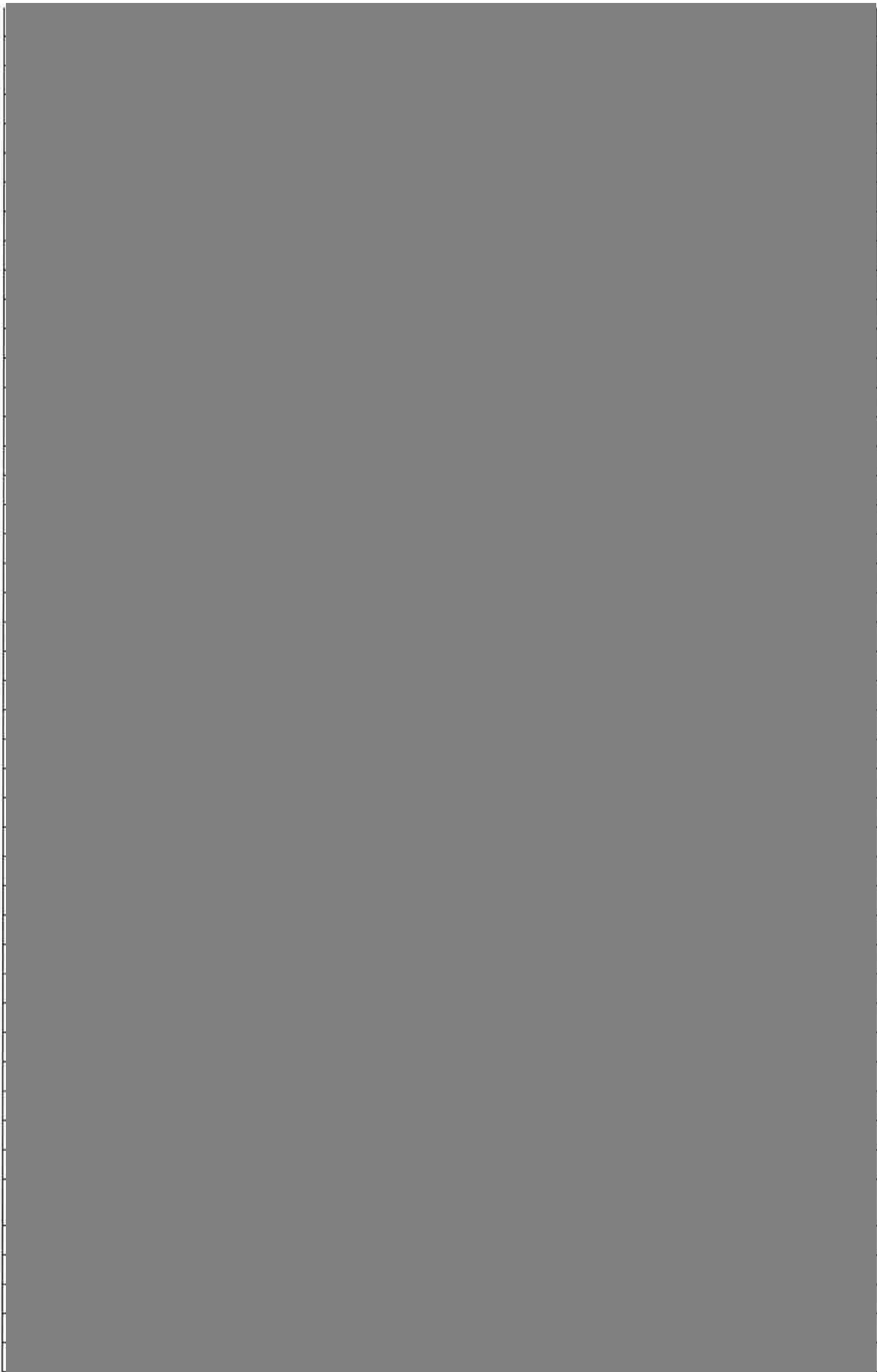


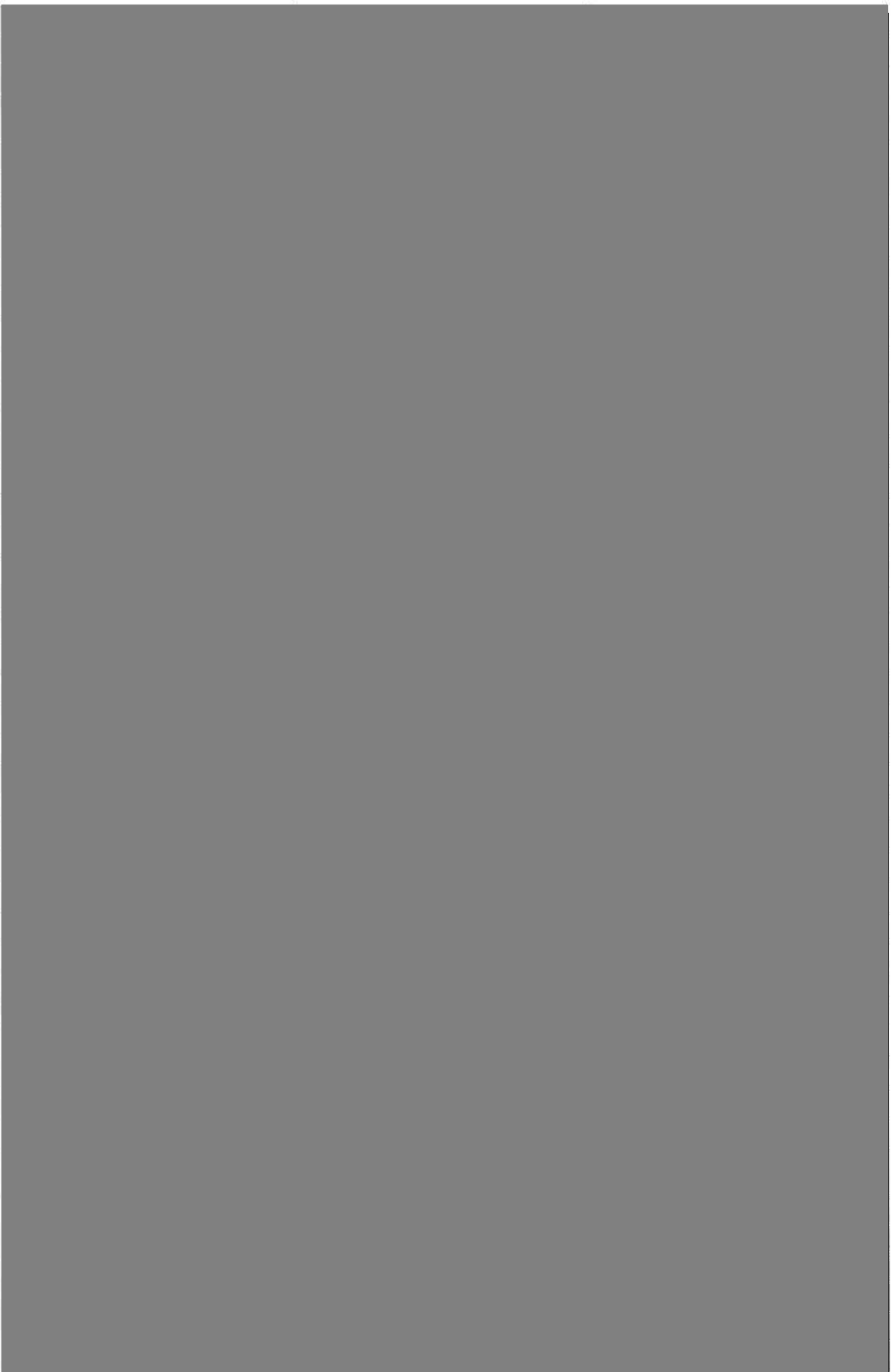


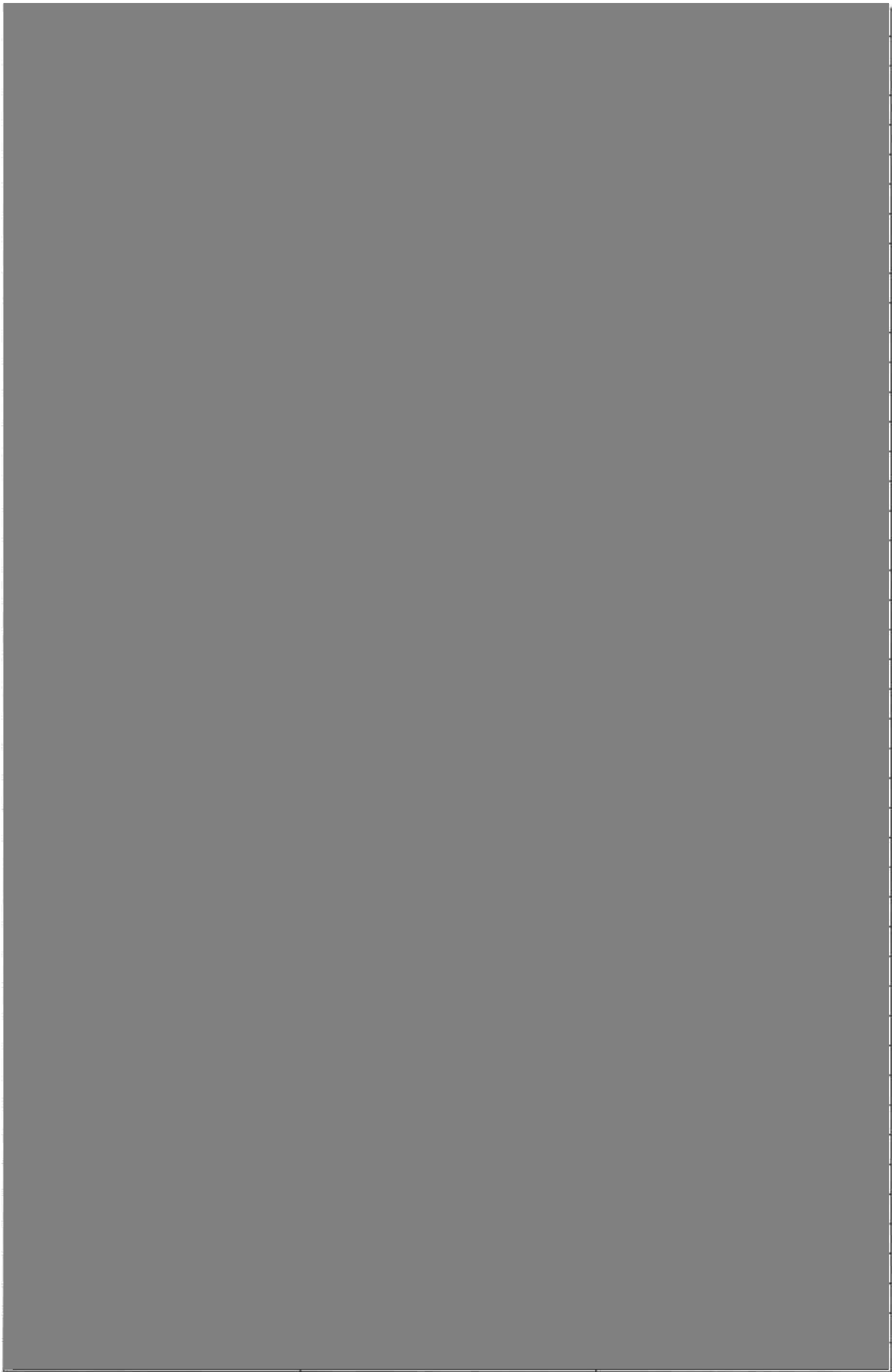


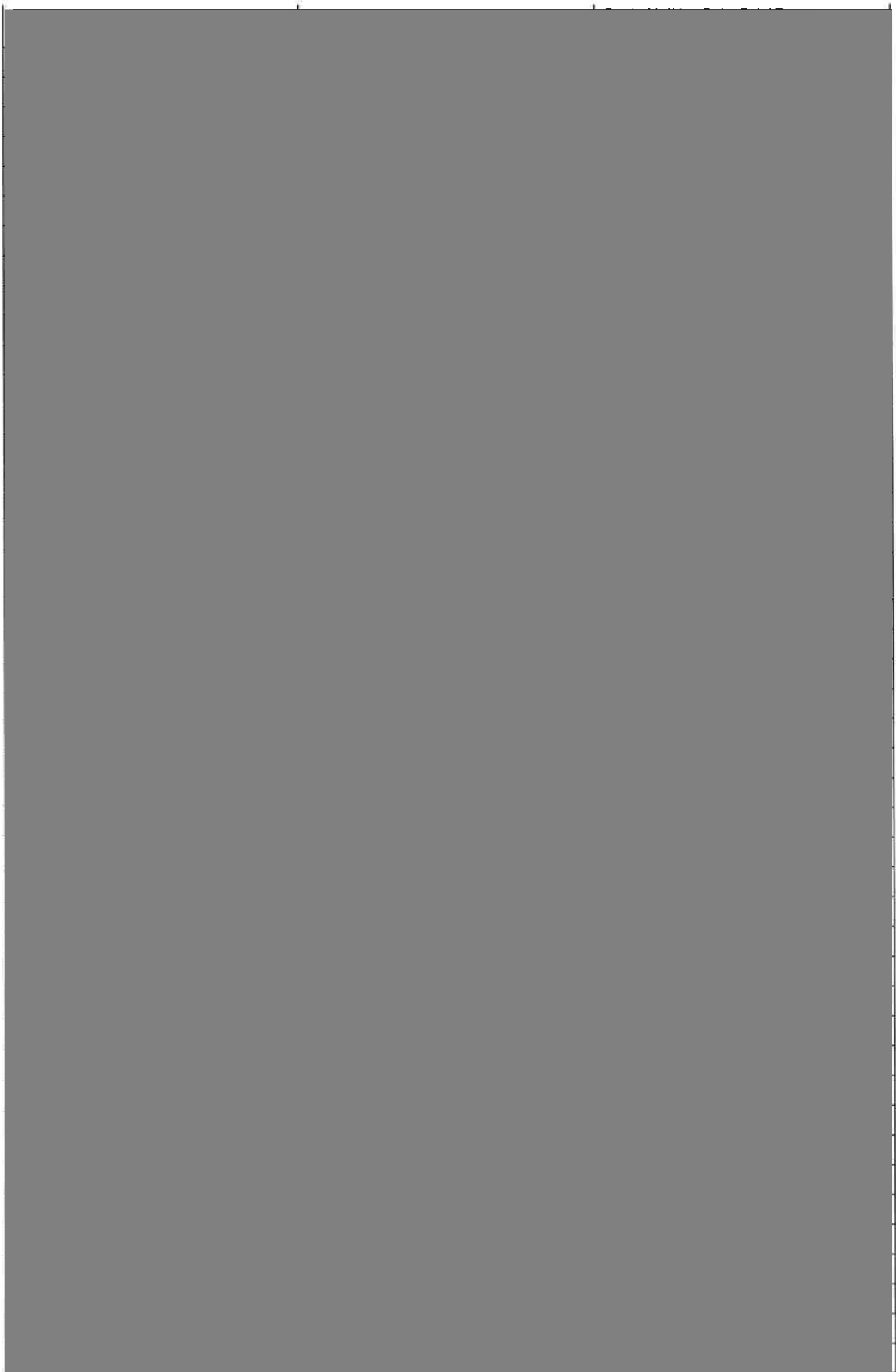


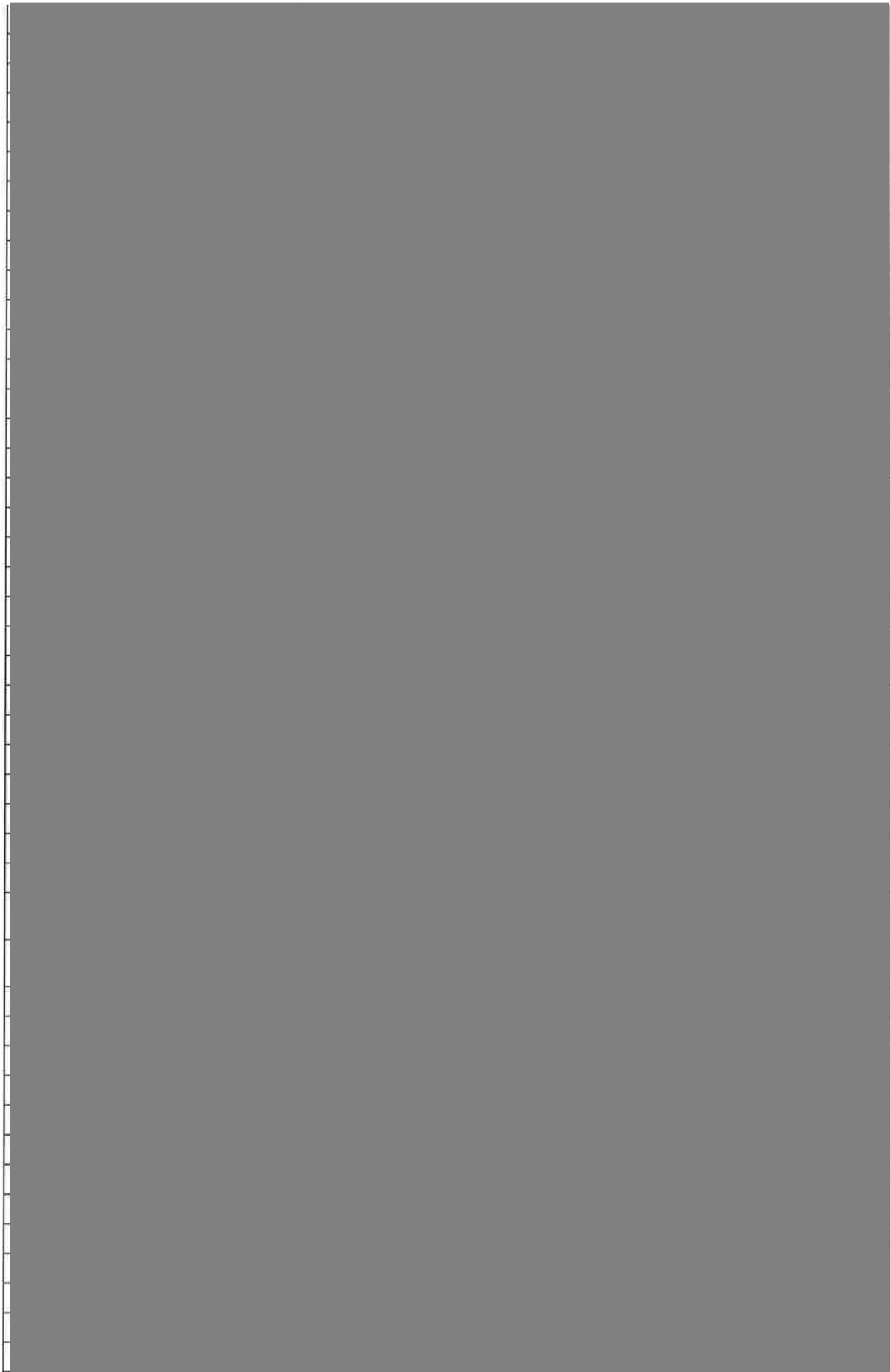


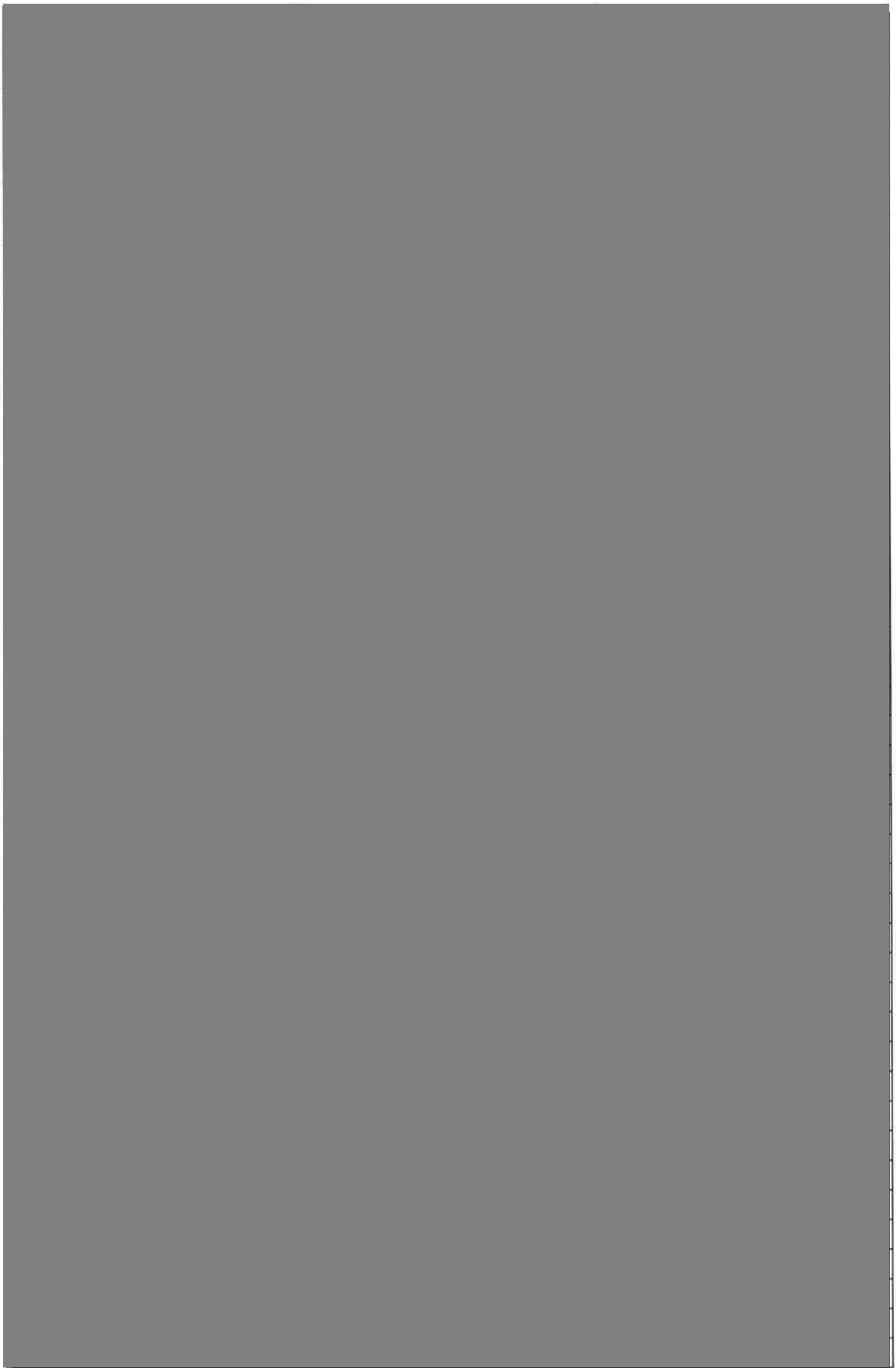




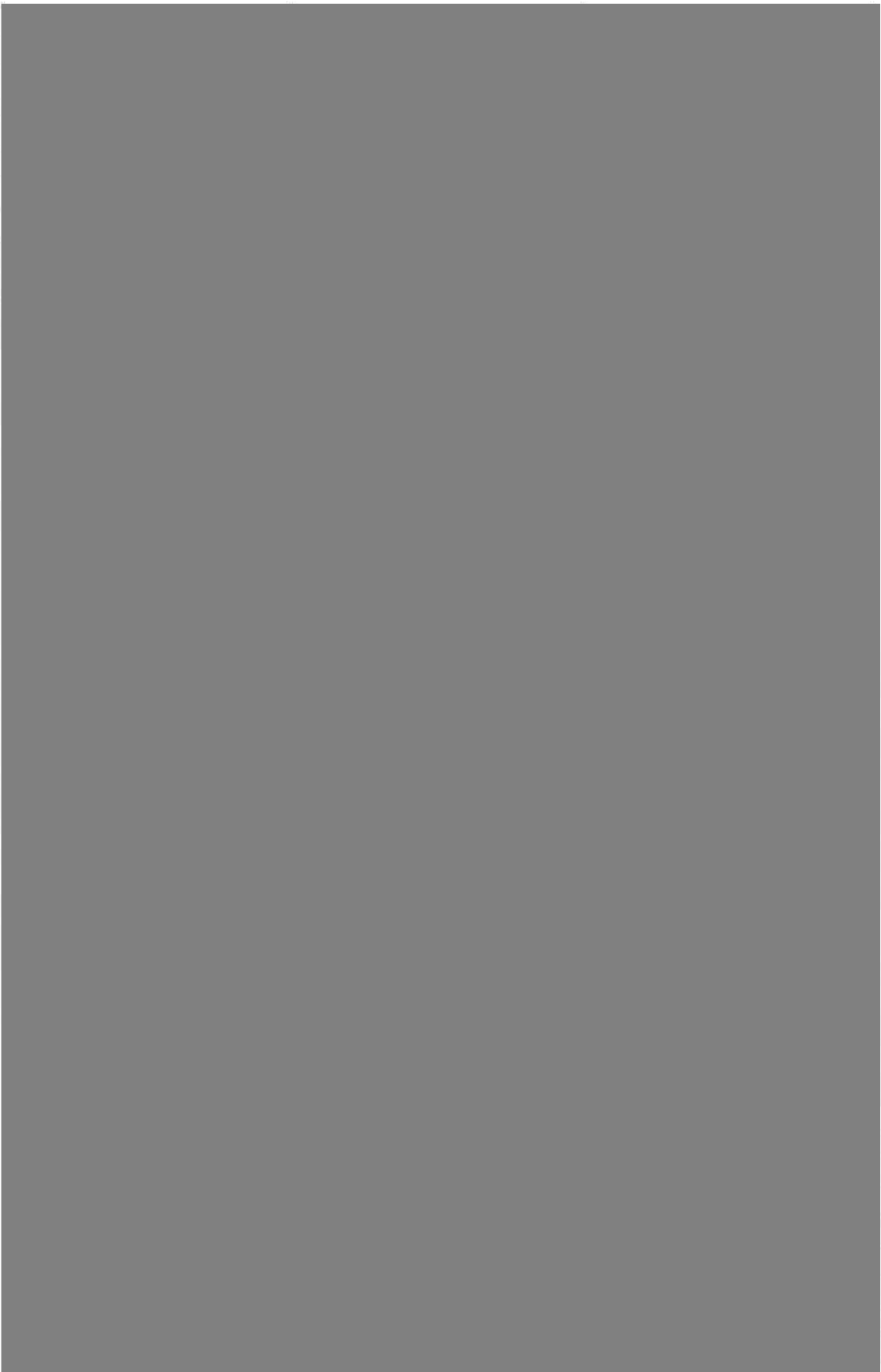


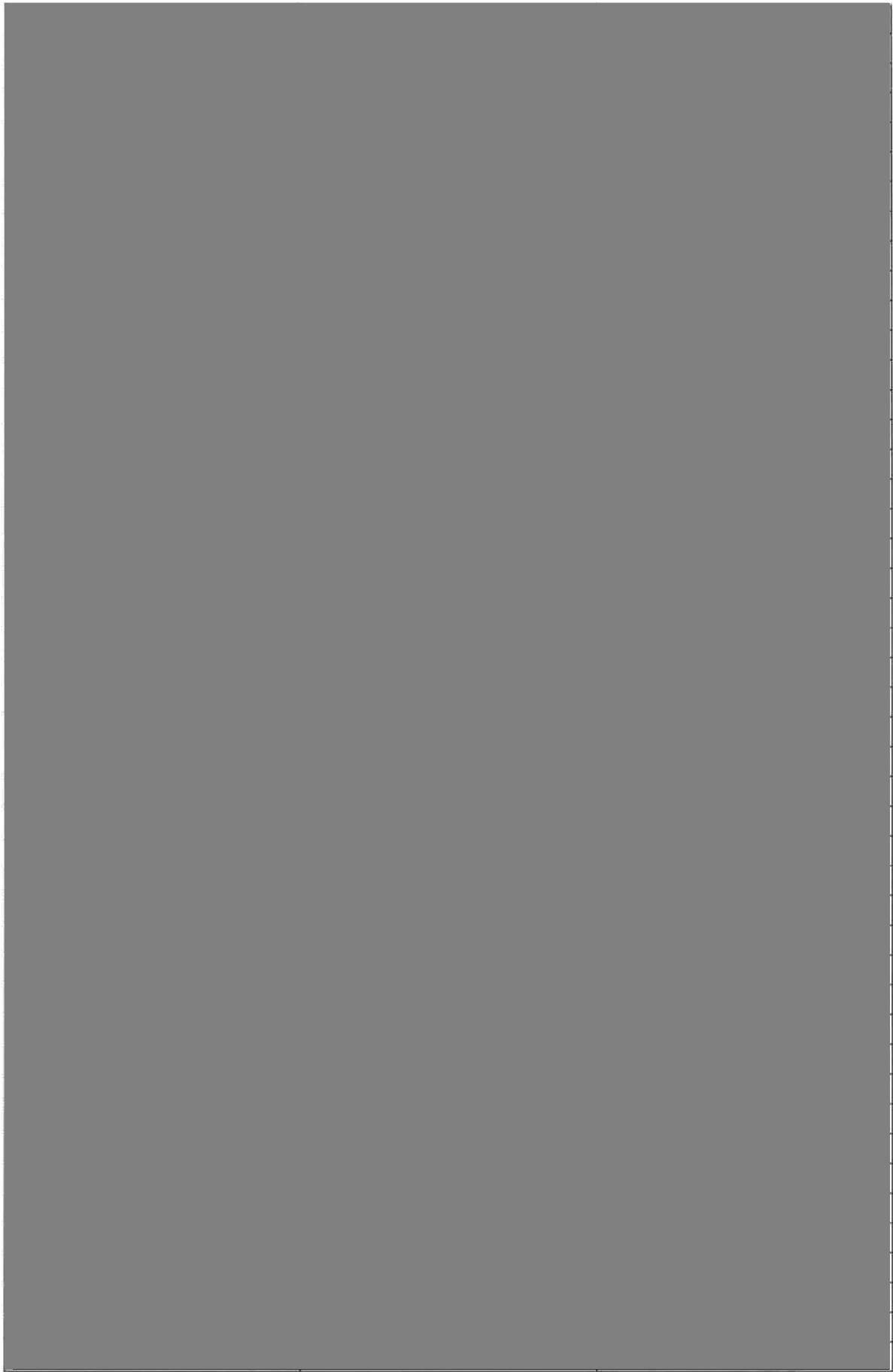


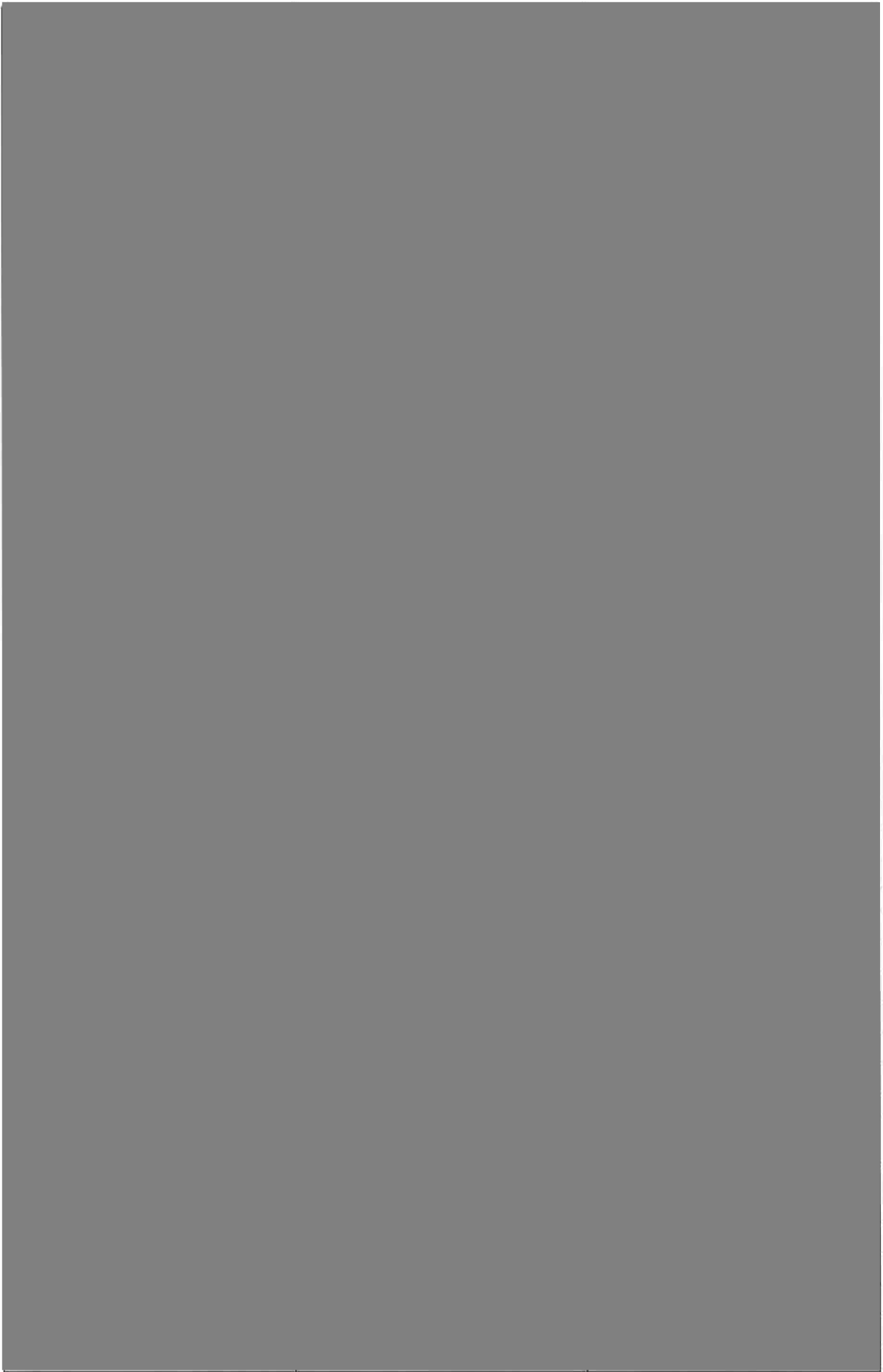


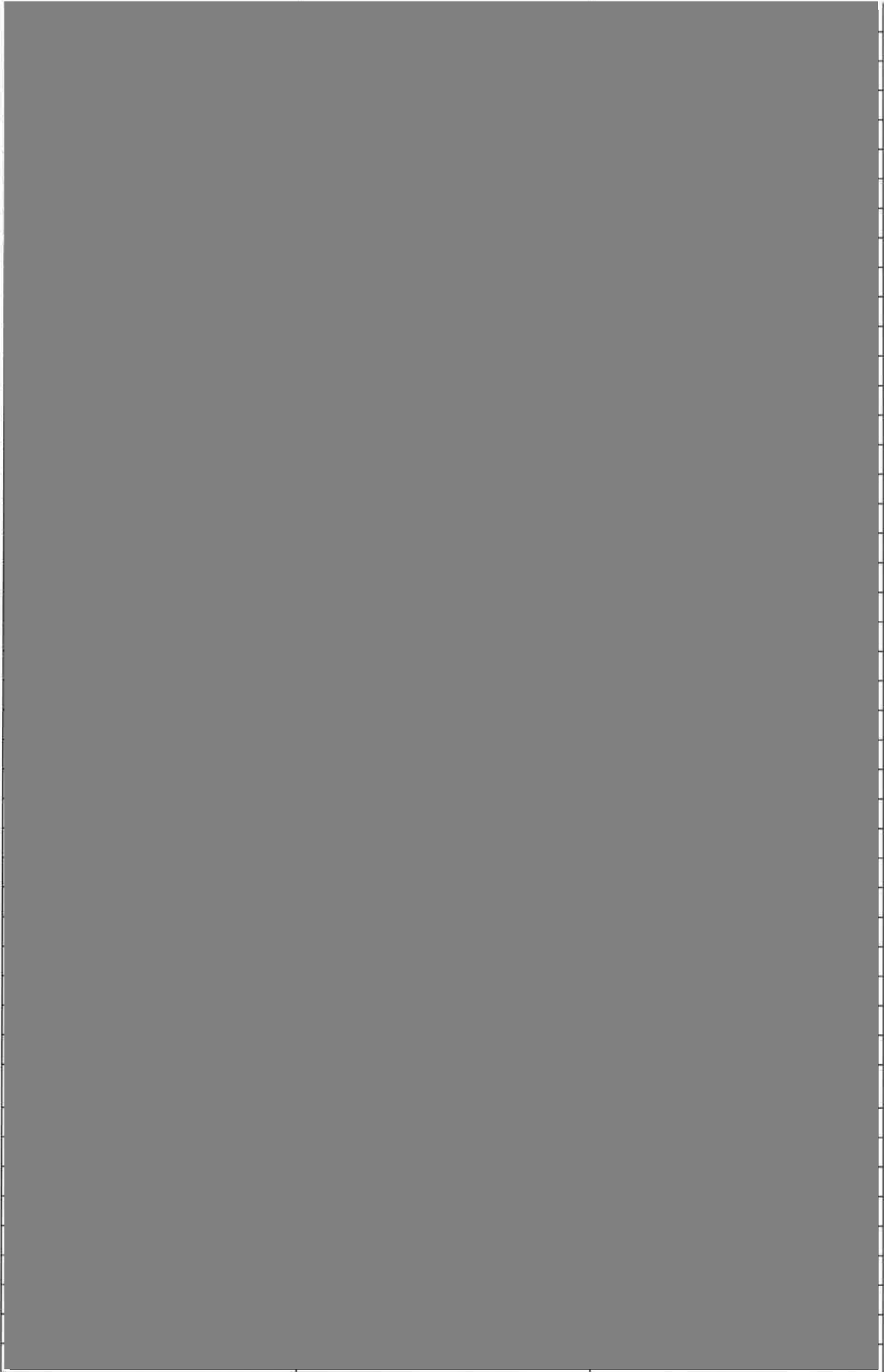


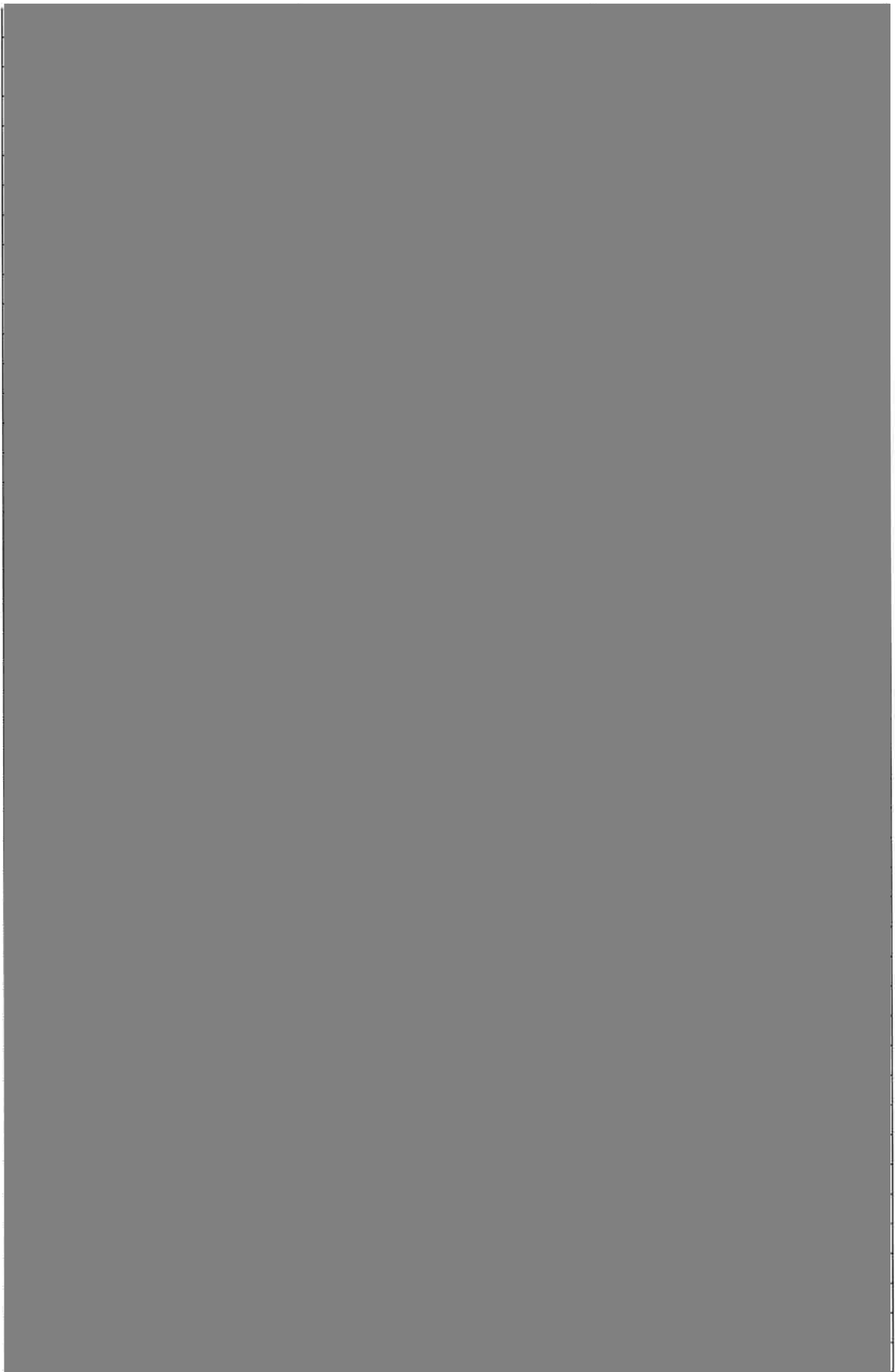


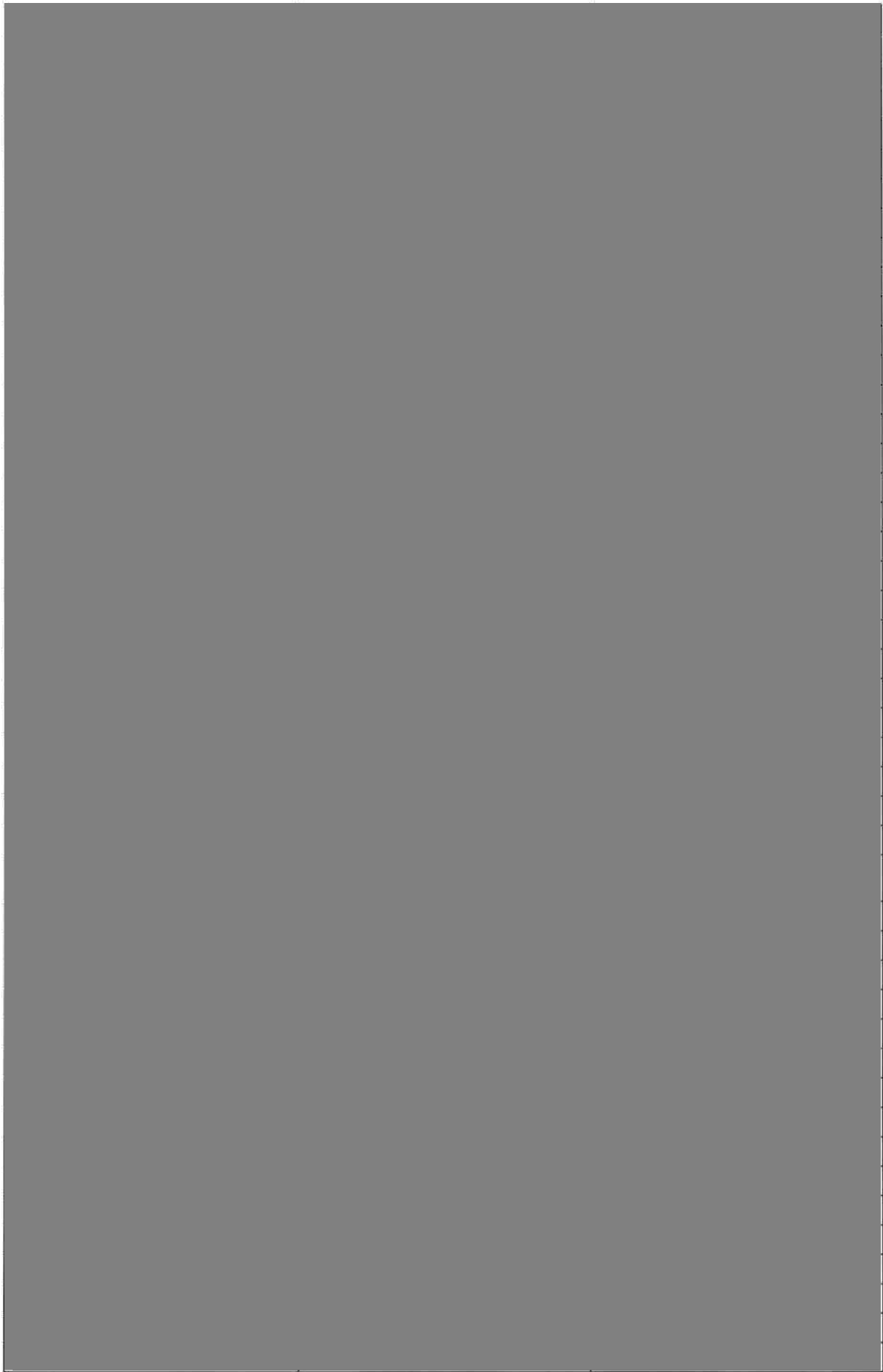


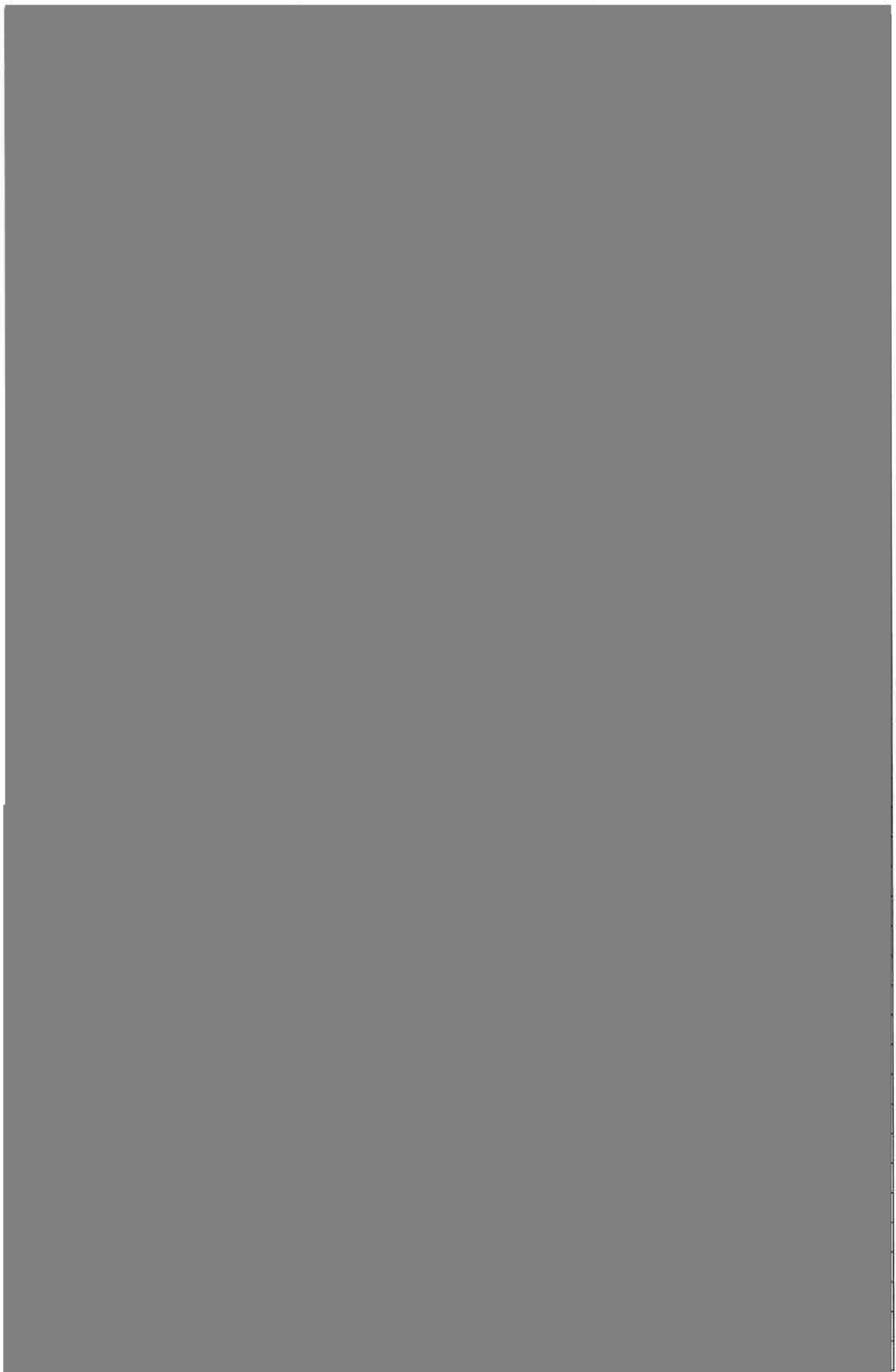


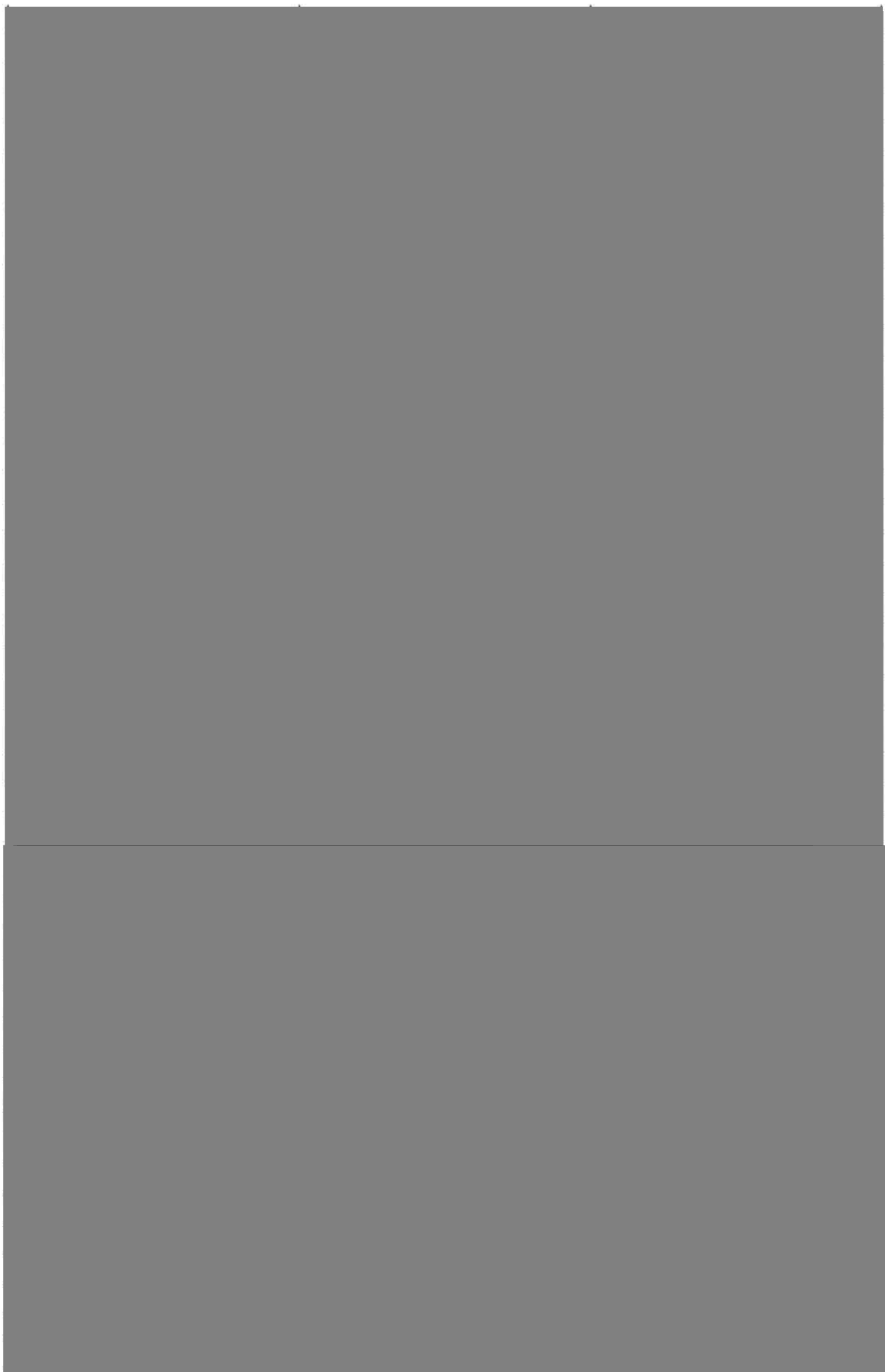


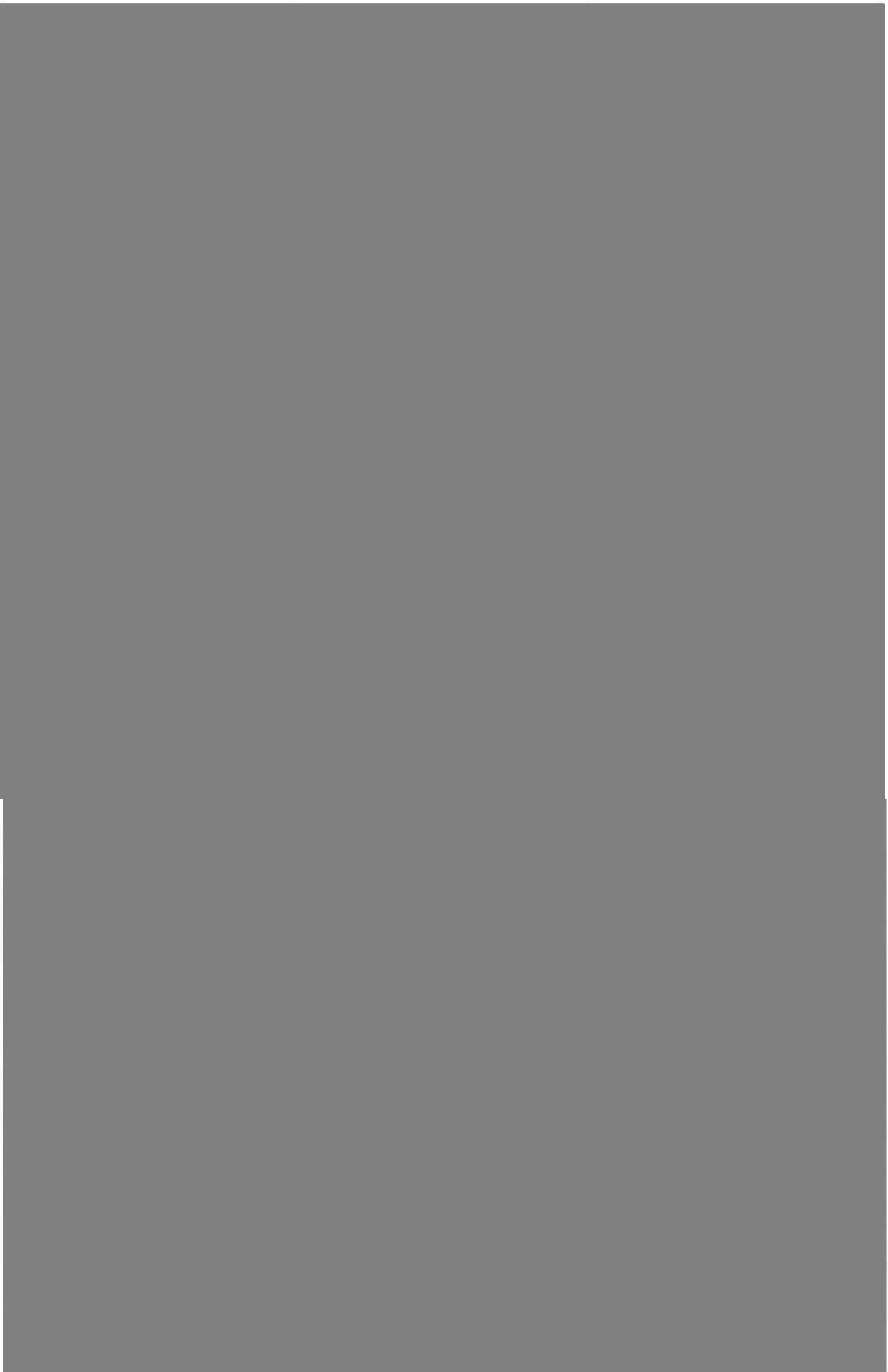


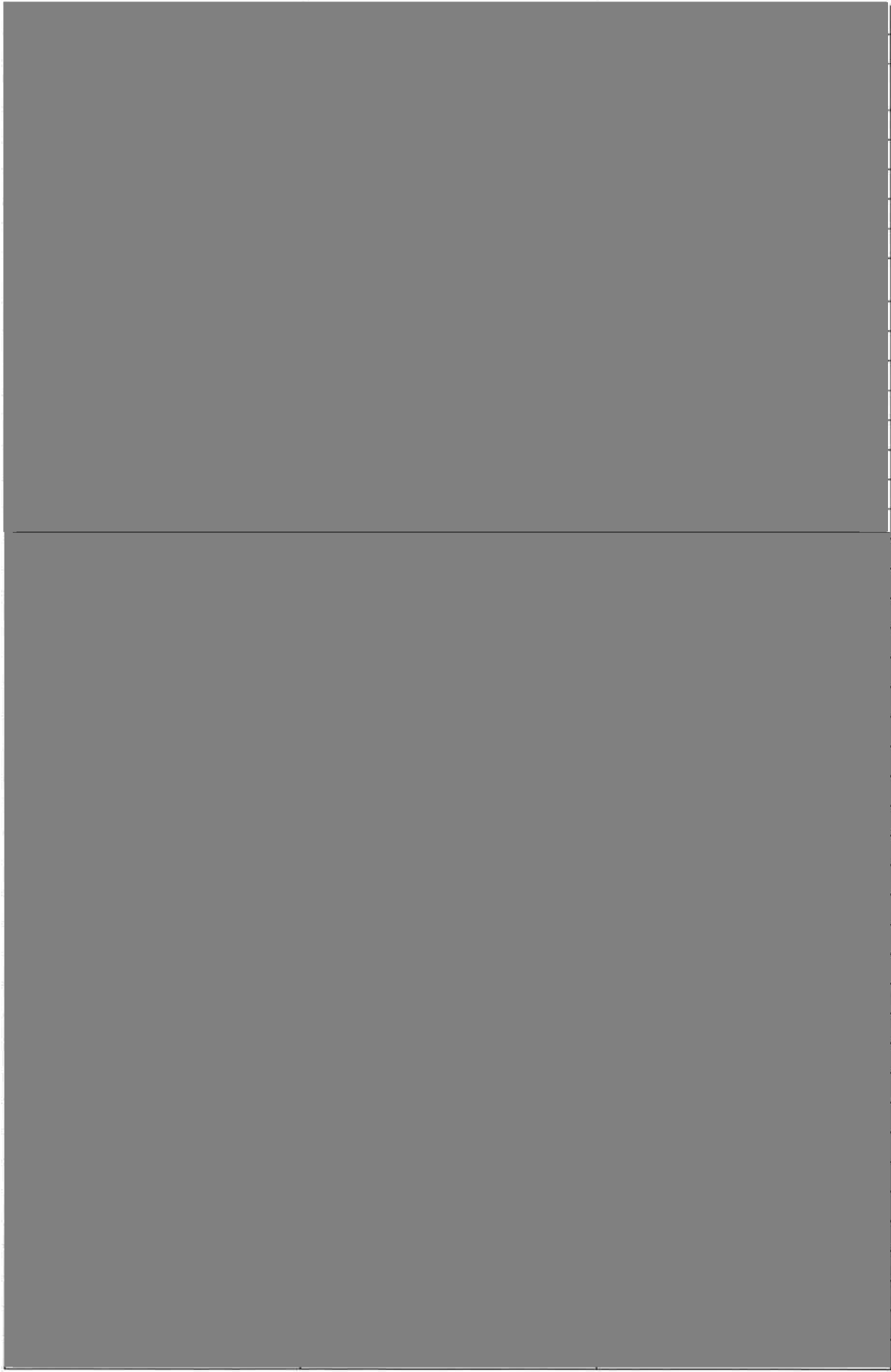


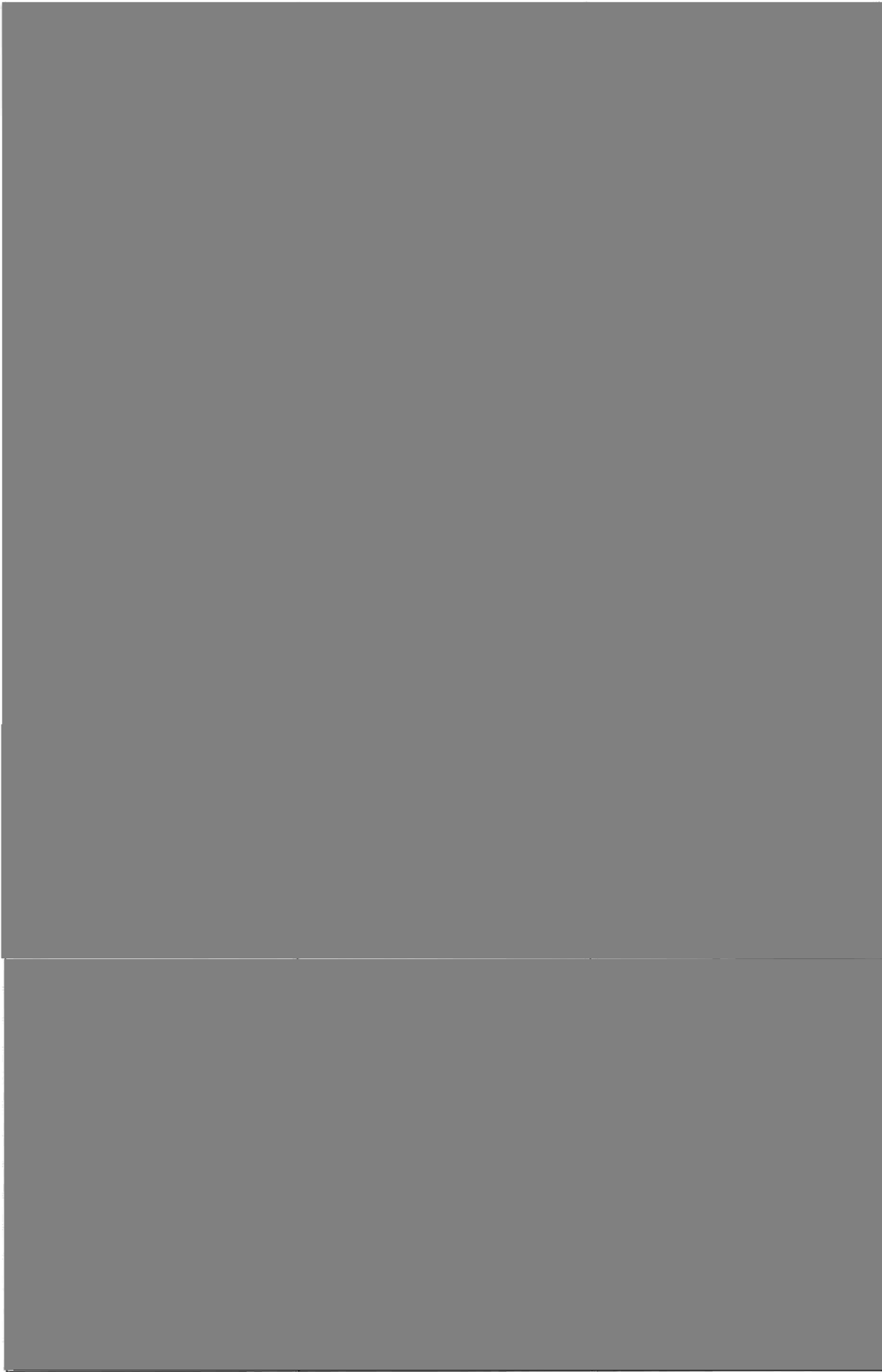


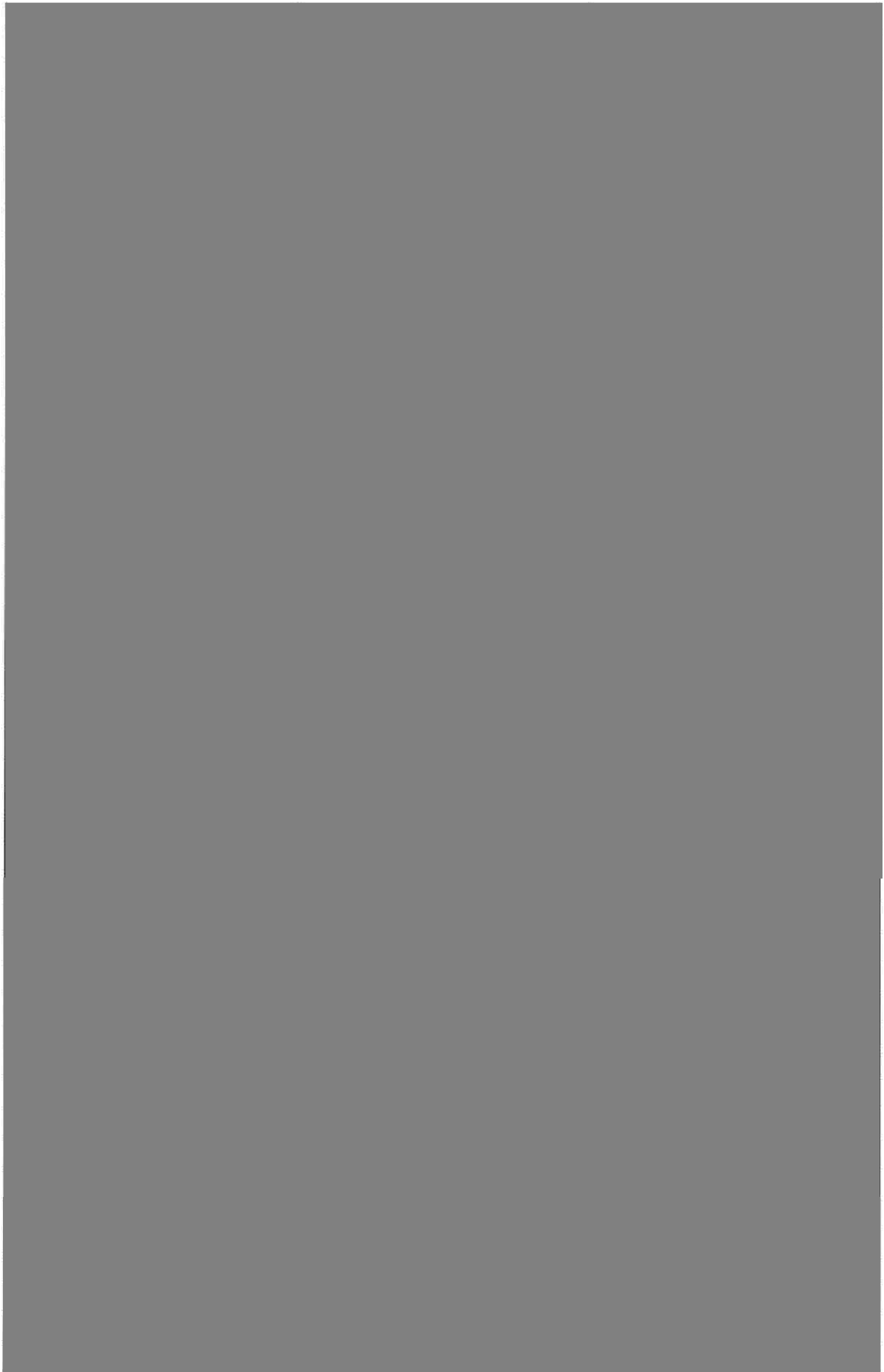


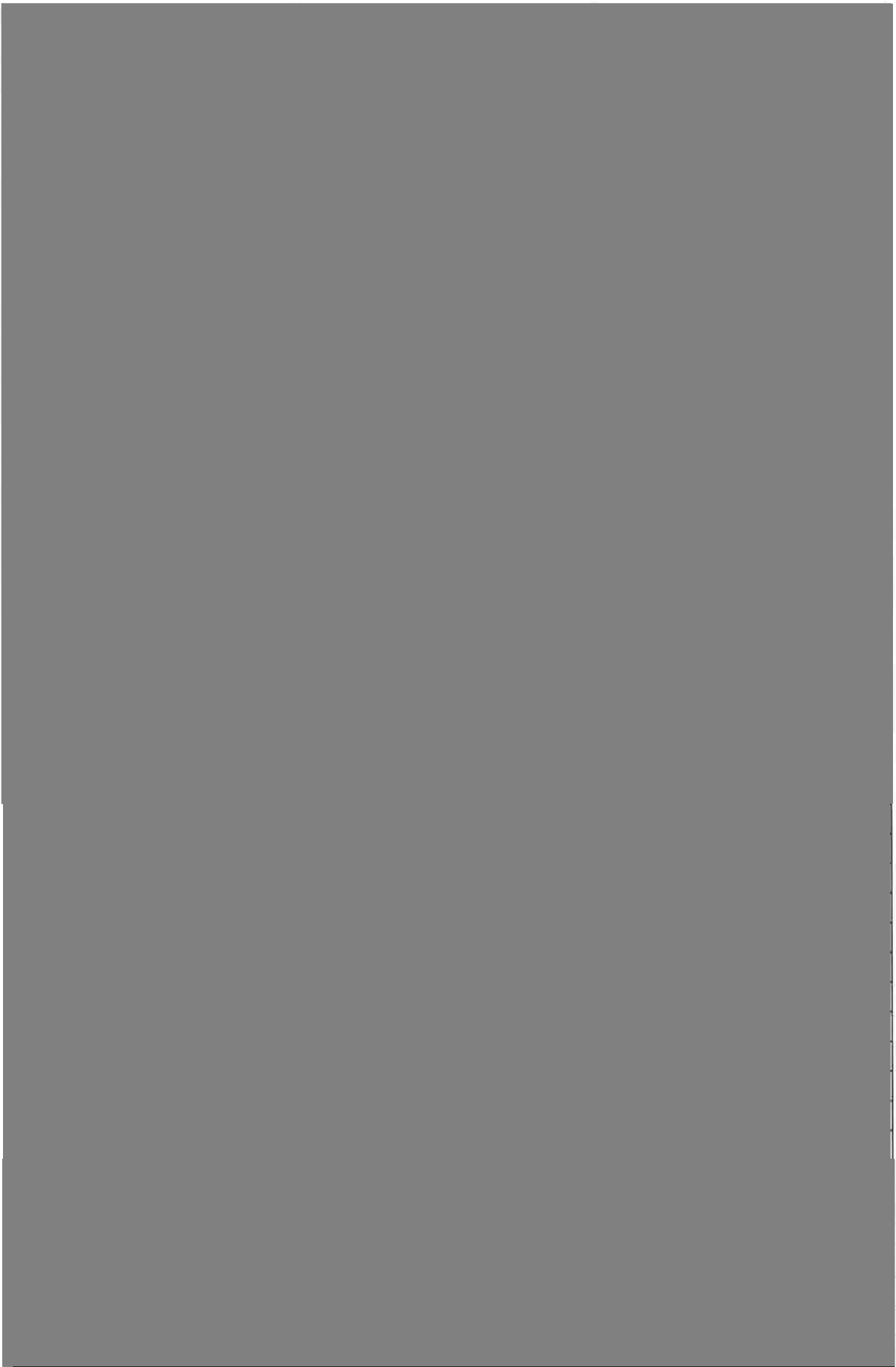


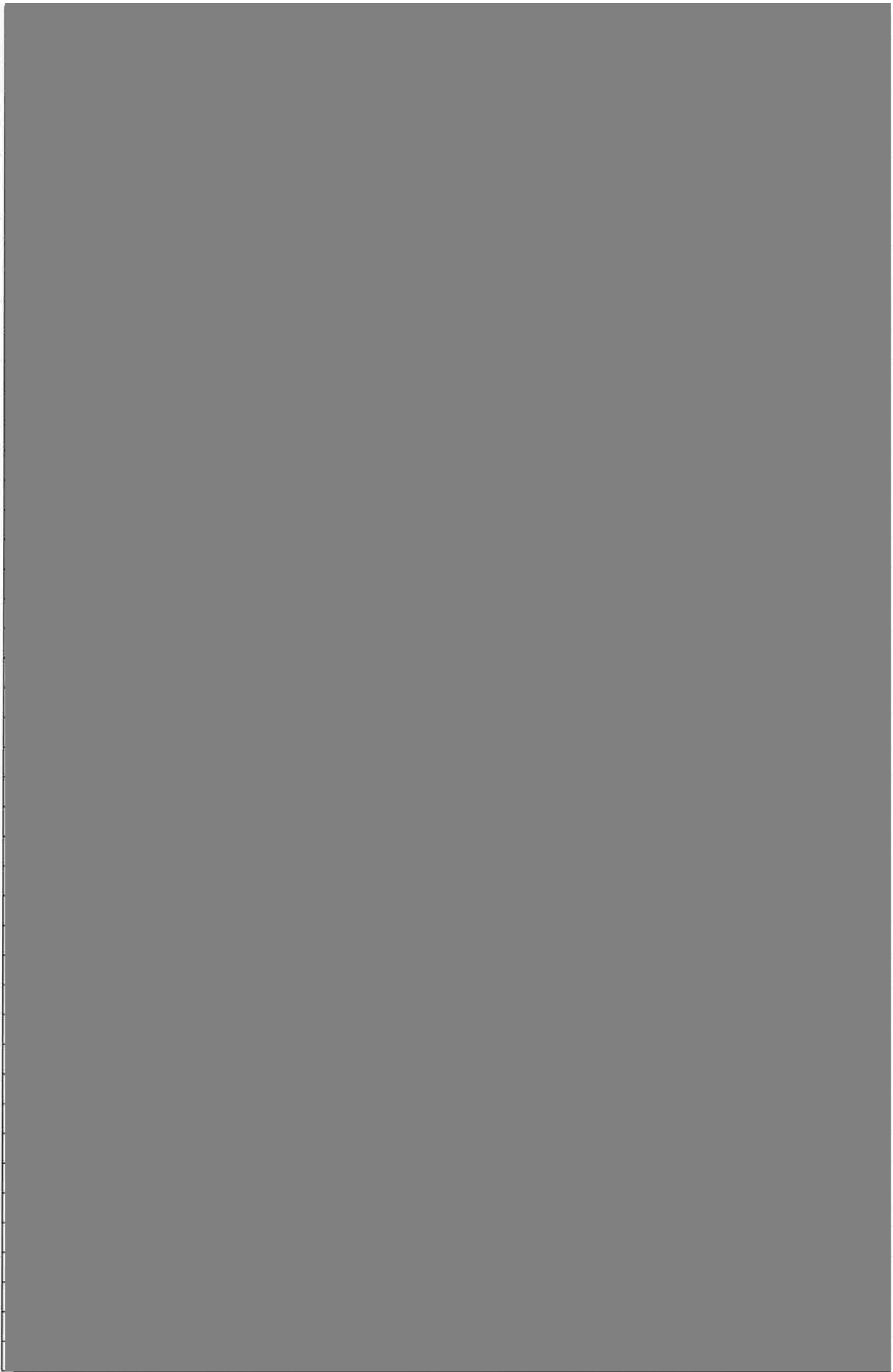


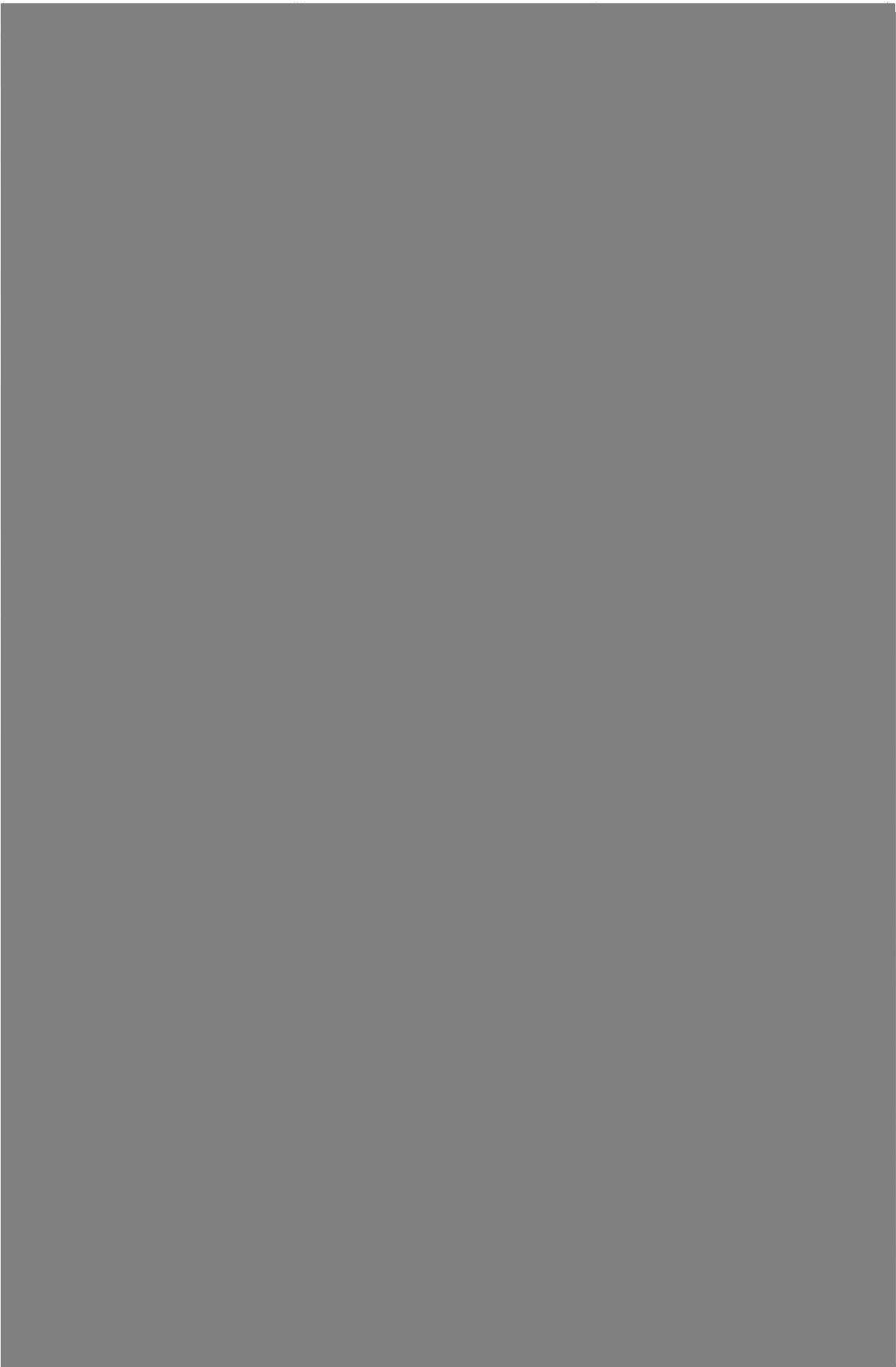


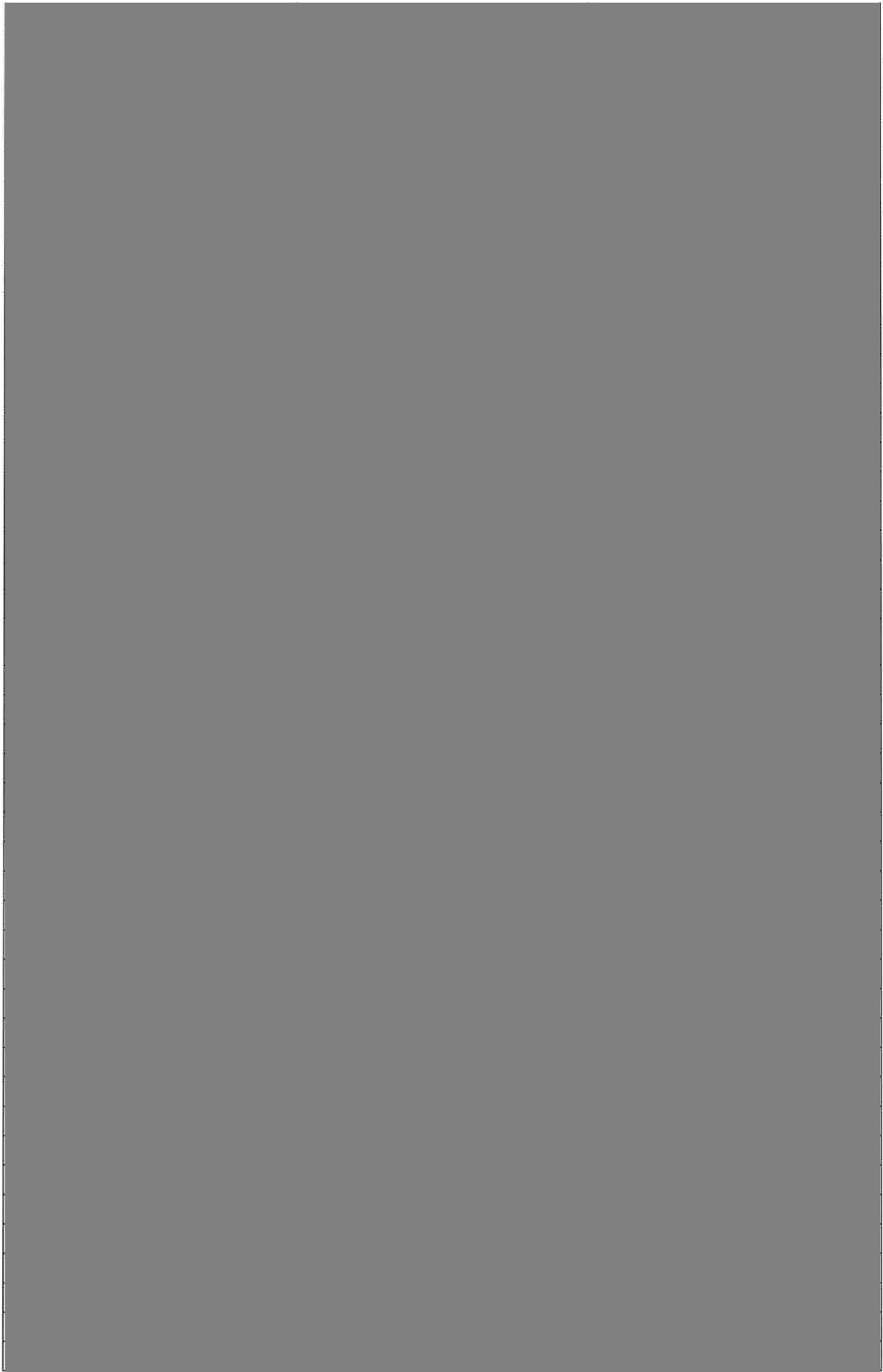


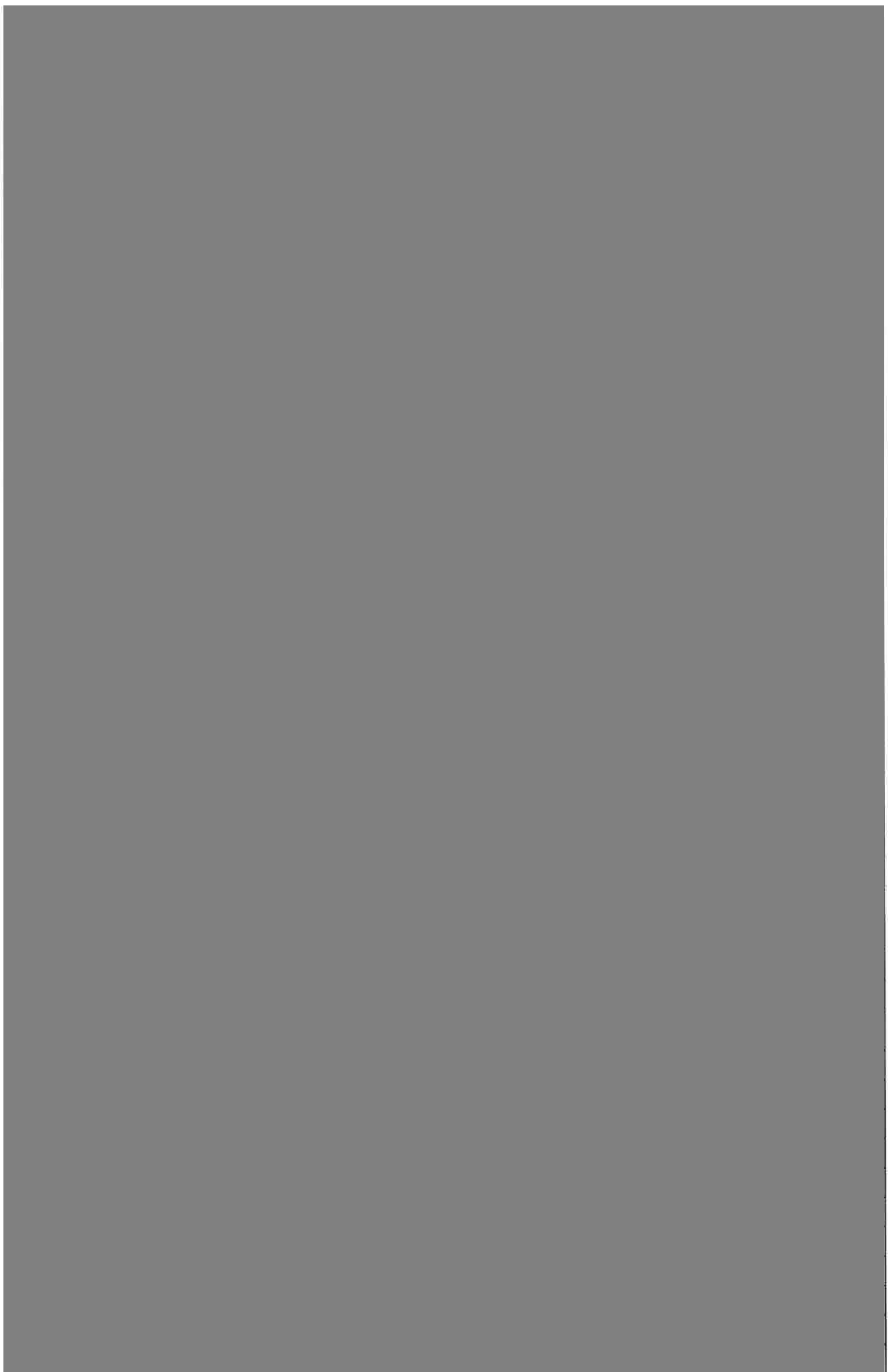


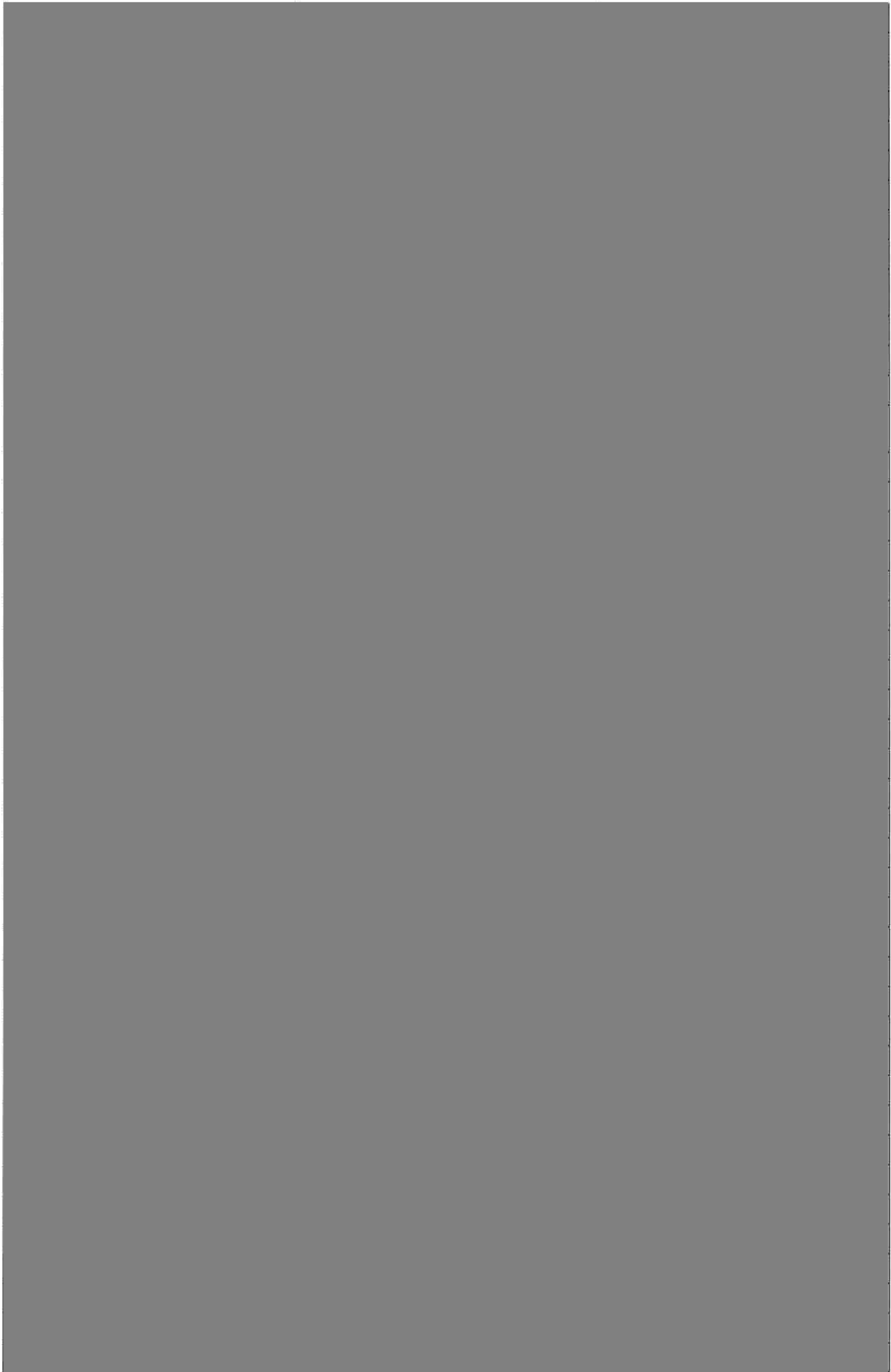


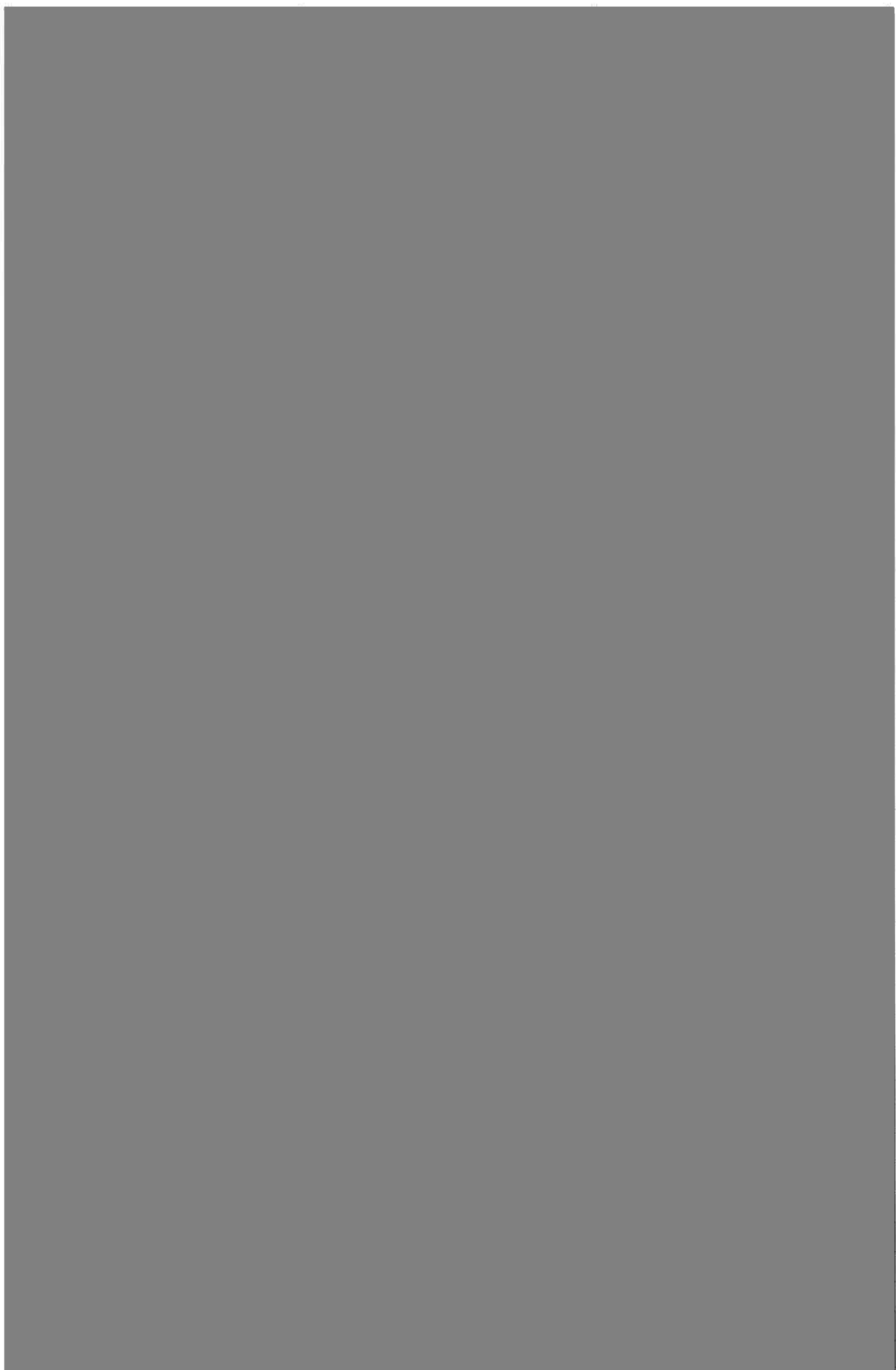


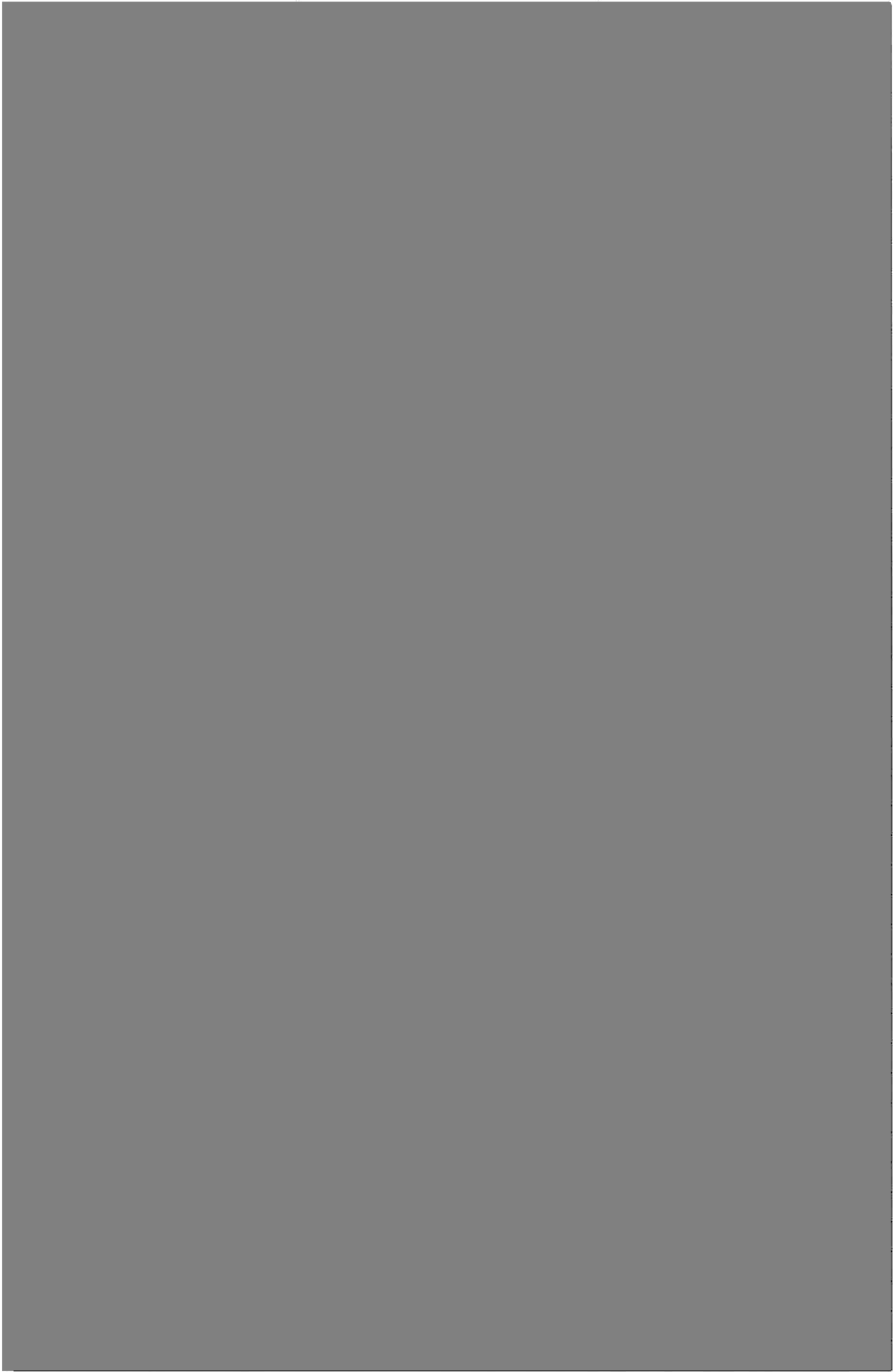


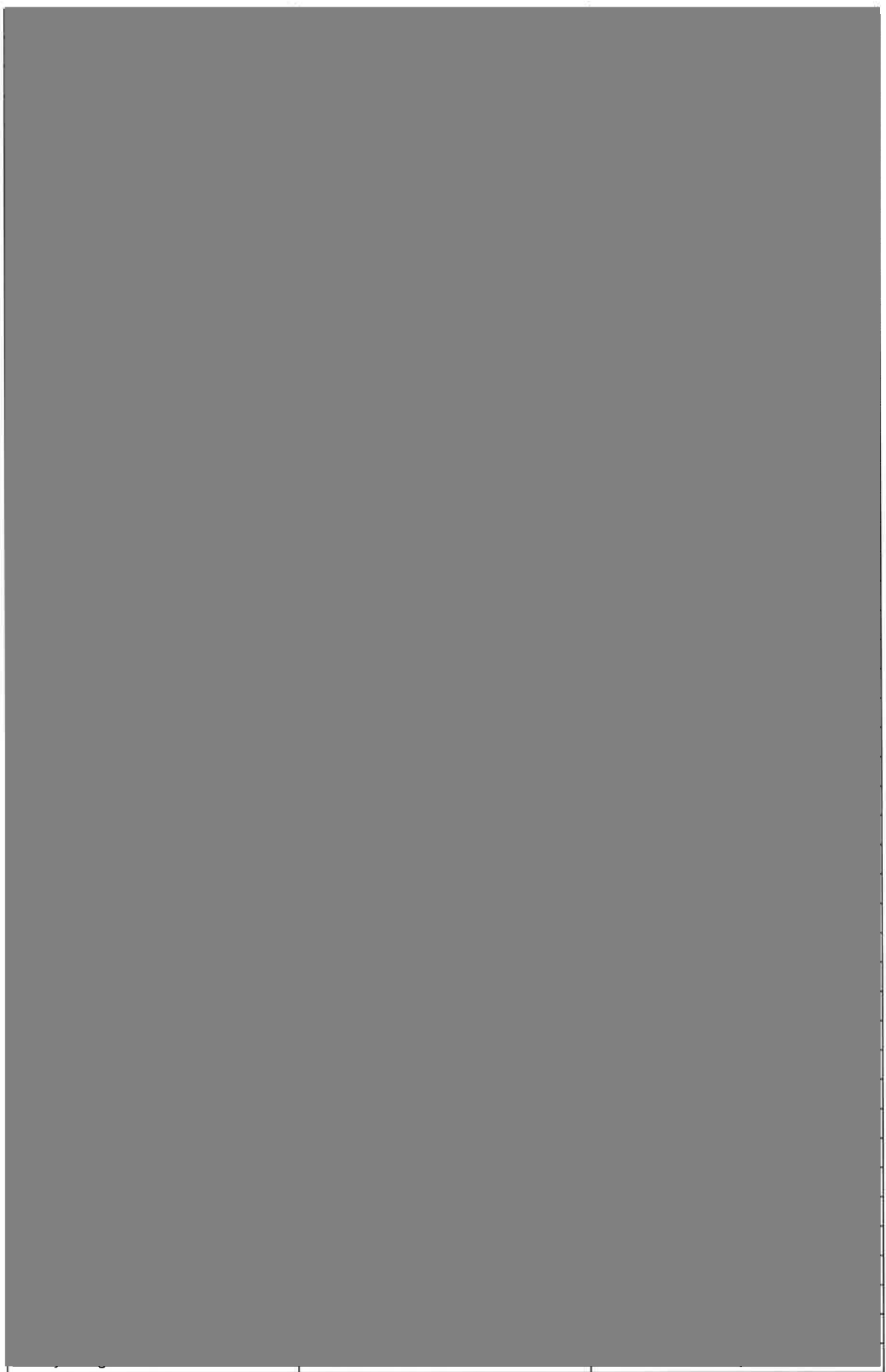


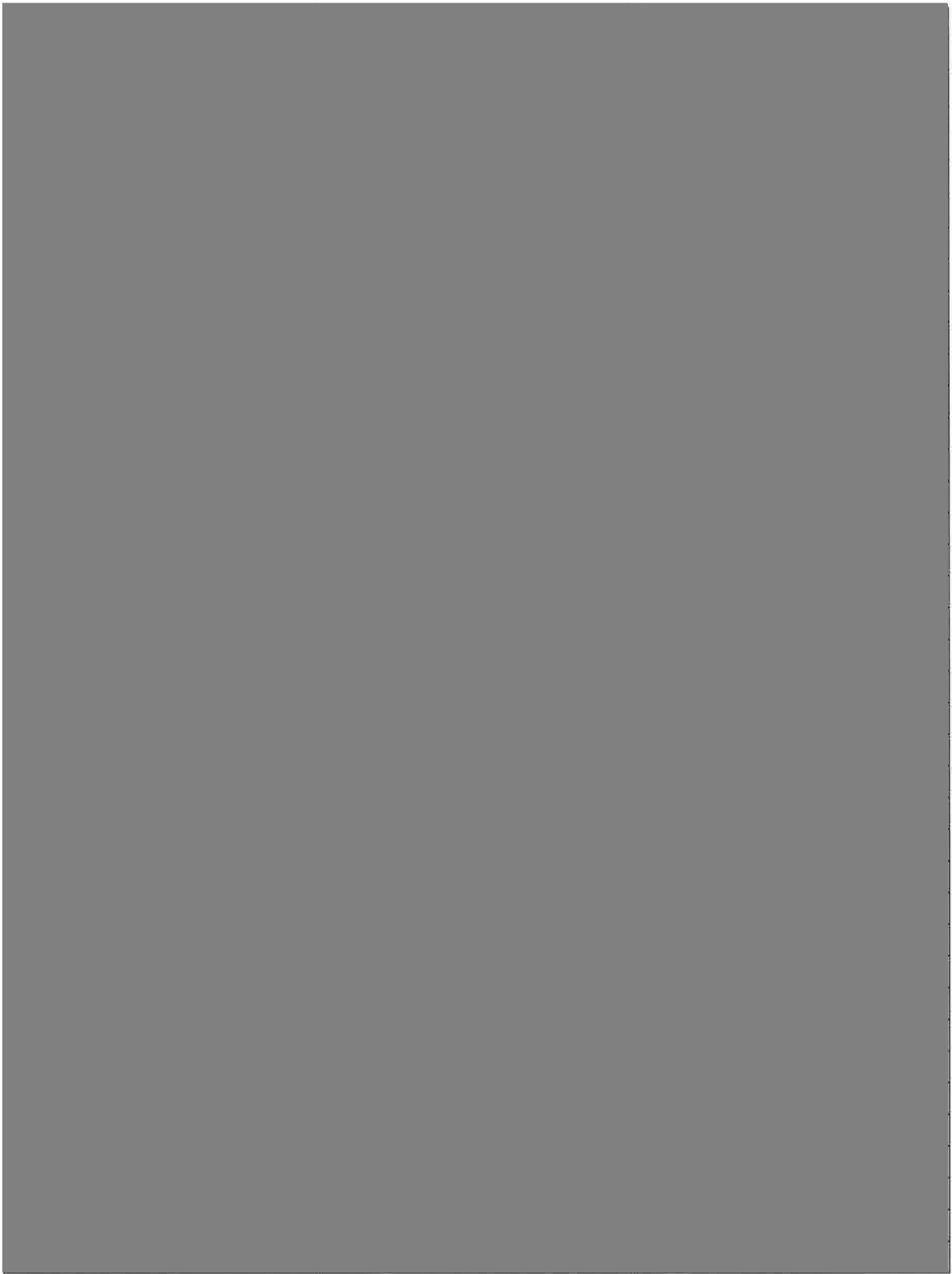












Attachment C - Notification to Affected Employees

Dear Colleagues,

As a result of employee complaints and the University of Wollongong's (**The University**) review of the application of specific enterprise agreement provisions, The University has undertaken a review of its payroll systems and processes and determined that unfortunately it has contravened the *Fair Work Act 2009* (Cth) in respect to certain provisions of the *University of Wollongong (Professional Services Employees) Enterprise Agreement 2019*, the *University of Wollongong (Academic Staff) Enterprise Agreement 2019* and previous corresponding agreements (**Agreements**).

The University has admitted to the Fair Work Ombudsman that it failed to provide for specific entitlements (including, but not limited to, penalties, minimum engagement periods and leave) as required by the Agreements.

Since identifying the inaccuracies, The University has undertaken a program of work to ensure all staff affected have been identified. We are pleased to confirm that we have (except for a final review of long service leave entitlements and timekeeping records for the Sydney Business School) completed the remediation process, plus interest payments, to all affected current staff and to all affected former staff who could be located.

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

The University understands that you may have questions relating to this and other employment issues. You can contact 02 4221 4000 or pay-remediation@uow.edu.au with questions.

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

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

Sincerely,

Attachment D - Workplace / Website Notice

As a result of employee complaints and the University of Wollongong's review of the application of specific enterprise agreement provisions, the University has undertaken a review of its payroll system and processes and determined that unfortunately the University contravened the *Fair Work Act 2009* (Cth), *University of Wollongong (Professional Services Employees) Enterprise Agreement 2019* (**PSEA 2019**) and the *University of Wollongong (Academic Staff) Enterprise Agreement 2019* (**ASEA 2019**).

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

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

The University 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 The University between 2014 and 2024 and have any questions relating to your employment, please contact (02) 4221 4000 or email pay-remediation@uow.edu.au

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

Michael Campbell Group Manager Operations Louise Cato 23 September 2025
