

**ENFORCEABLE UNDERTAKING**

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

## ENFORCEABLE UNDERTAKING

### PARTIES

1. This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (FWO) by Monash University (ABN 12 377 614 012) (**Monash**) pursuant to section 715 of the *Fair Work Act 2009* (FW Act).

### COMMENCEMENT AND DURATION

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

### BACKGROUND

3. Monash is a public university incorporated under the *Monash University Act 1958* (Vic), later amended and replaced by the *Monash University Act 2009* (Vic). Monash has 10 faculties. According to its 2024 Annual Report (latest report), in December 2024 Monash employed 10,407 academic and professional staff, with 1,250 of those engaged on a casual basis and 9,157 employed on a non-casual basis (ongoing or fixed term).
4. Monash 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).
5. On 14 September 2021, Monash notified the FWO (**2021 Self-Report**):
  - a. of its potential non-compliance with its obligations in respect of employees under:
    - i. the *Monash University Enterprise Agreement (Academic and Professional Staff) 2009* (**2009 Agreement**);
    - ii. the *Monash University Enterprise Agreement (Academic and Professional Staff) 2014* (**2014 Agreement**); and

- iii. the *Monash University Enterprise Agreement (Academic and Professional Staff) 2019 (2019 Agreement)* (collectively, **the Agreements**);
  - b. that the 2021 Self-Report related to casual academic staff, who are known to Monash as 'teaching associates' or 'sessionals';
  - c. that in 2019 and 2020 Monash had previously investigated potential non-compliance with the Agreements affecting casual academic staff in its Faculty of Engineering;
  - d. that Monash had subsequently expanded the scope of its investigation in 2020 to include potential non-compliance with the Agreements across all of Monash's 10 faculties for the preceding six years (**Initial Review**);
  - e. that Monash would shortly make remediation payments to all affected employees identified in the Initial Review; and
  - f. that Monash was committed to investigating, remediating, and preventing non-compliance with the Agreements.
6. As a result of the Initial Review, Monash has identified in correspondence dated 1 July 2022:
- a. a total underpayment of \$10,776,412 (**Total Underpayment**) relating to the period 1 January 2014 to 30 June 2020 (**Relevant Period**) affecting 2,242 current and former casual academic staff (**Affected Employees**);
  - b. the Total Underpayment comprises of:
    - i. \$8,436,140.00 in wages (**Wage Underpayment**);
    - ii. \$2,340,272 in interest (**Interest Amount**);
  - c. further, \$1,001,523.44 in superannuation was calculated on the Wage Underpayment and interest (**Superannuation Amount**); and
  - d. that the non-compliance was likely the result of:
    - i. the 'Other required academic activity' (**ORAA**) rate being entered into timesheets instead of the applicable higher tutorial or repeat tutorial rate; and
    - ii. inconsistent descriptions for the same activity in core documents (such as timetables, unit guides and handbooks), where certain activities were incorrectly described and the University determined could have attracted

- a tutorial or repeat tutorial rate, instead of the ORAA rate that had been applied;
  - iii. a need to improve its systems and processes to ensure that the non-compliance does not arise again; and
  - iv. a need to implement ongoing compliance monitoring activities to confirm the accuracy of future payments.
- 7. As of 9 August 2023, Monash has completed the remediation payments to existing staff and former staff and made remediation payments of:
  - a. \$6,278,642.00, comprising \$5,033,800 in wages, \$1,244,842 in interest calculated at the RBA cash rate plus 4% on a compounding basis, and superannuation on the wages and interest to 1,196 current affected staff; and
  - b. \$4,497,770 comprising \$3,402,340 in wages, \$1,095,430 in interest calculated at the RBA cash rate plus 4% on a compounding basis, and superannuation on the wages and interest to 1,046 former affected staff.
- 8. Of the \$4,497,770 remediated to former affected staff, \$408,304.91 has been paid to the Commonwealth pursuant to section 559 of the FW Act in respect of 196 former staff whom Monash was unable to contact.
- 9. The FWO acknowledges that Monash has remediated all Wage Underpayment amounts identified by the Initial Review, including wages paid into unclaimed monies.
- 10. The FWO acknowledges Monash's provision of regular updates and detailed documents relating to the Initial Review.
- 11. The FWO acknowledges that the then Vice-Chancellor, at the time of notifying staff of the underpayments in 2021, unreservedly apologised to all staff.
- 12. The FWO further acknowledges the measures and steps Monash has taken and has committed to take to avoid any similar contraventions recurring, as detailed in clauses 22 to 25 below. Additionally, it is acknowledged that Monash will enhance its governance framework, including through prioritising and embedding new processes to ensure future compliance with workplace laws, as detailed in clauses 26, 53 to 55 below.
- 13. On 19 December 2024, Monash notified the FWO, that:
  - a. Monash had undertaken a significant volume of activities as part of quality assurance reviews with a focus on reviewing areas where there were known issues within the Higher Education industry (**Ongoing Reviews**);

- b. as part of these Ongoing Reviews, there were underpayments in relation to minimum engagement obligations for casual academic staff from 12 February 2020 under the 2019 Agreement, and in relation to payment at the "repeat" tutorial or lecture rates under the 2014 and 2019 Agreements (**2024 Self-Report**); and
- c. Monash was continuing to review some issues in conjunction with ongoing implementation of the *Monash University Enterprise Agreement (Academic and Professional Staff) 2024 (2024 Agreement)*, including in respect of casual shift workers, breaks, overtime and shift payments, and long service leave for some casual staff.

14. As of 5 August 2025, Monash had identified for the 2024 Self-Report:

- a. during the period 12 February 2020 to 24 January 2025, 7202 sessional teaching associates were underpaid \$4,501,902.88, and 1256 casual research assistants were underpaid \$728,896.40, with respect to minimum engagement; and
- b. during the review period 1 January 2016 to 15 November 2022, 1384 sessional teaching associates were underpaid \$1,303,128.77, with respect to payment of the repeat tutorial or repeat lecture rate.

15. If any affected former employees to whom a wage underpayment is owed cannot be located within 150 days from the Commencement Date, Monash will pay the wage underpayment (amount owed excluding superannuation and interest) owing to those affected employees to the Commonwealth of Australia in accordance with section 559 of the FW Act. Monash will complete the required documents supplied by the FWO for this purpose.

16. In the event that the FWO is able to locate and contact any former affected employee to whom the wages underpayment are owed, the FWO will (in addition to its obligations under section 559 of the FW Act) notify Monash in writing of the name and contact details of the affected employee. Within 28 days of any such notice Monash will:

- a. pay the former affected employee the interest amount related to the affected employee wage underpayment; and
- b. pay to the former affected employees nominated superannuation fund any outstanding superannuation amount and superannuation interest amount on the wage underpayment relating to that affected employee.

## ADMISSIONS

17. In respect of the matters identified in the 2021 Self-Report, the FWO has a reasonable belief, and Monash admits, that during the Relevant Period, Monash contravened section 50 of the FW Act by failing to pay Affected Employees the Wage Underpayment which they were entitled to receive under the following clauses which were the same across the Agreements:

- a. clauses 21.1 and 22.2 of the 2009 Agreement;
  - b. clauses 22.1 and 23.2 of the 2014 Agreement; and
  - c. clauses 25.1 and 26.2 of the 2019 Agreement,
- as set out in **Attachment A**.

18. In addition to the matters set out in clause 17, the FWO and Monash agree that it is the intention of the parties, subject to the FWO's absolute discretion, that they enter into a written addendum to this Undertaking from Monash in relation to the contraventions, the subject of the 2024 Self-Report, in the circumstances set out in Attachment D to this Undertaking (**Addendum**). Where such an Addendum is accepted, from the date of execution:

- a. the Addendum will operate as a variation to this Undertaking agreed to by the FWO with the meaning of section 715(3) of the FW Act;
- b. the FWO agrees that this Undertaking is given for any further contraventions specified in an Addendum, within the meaning of sections 715(2) and 715(4) of the FW Act;
- c. any further contraventions specified in the Addendum is taken to be part of the contraventions set out in clause 17 and Attachment A; and
- d. any employee affected by a contravention specified in the Addendum is taken to be an "Affected Employee" within the meaning of clause 6.

19. The contraventions referred to in clause 17 and identified in **Attachment A** of this Undertaking do not include:

- a. any contraventions which relate to or arise as a consequence of Monash failing to correctly apply the Agreements to any employee who is not one of the Affected Employees, or because of any failure by Monash to correctly apply the

Agreements to an Affected Employee other than those contraventions set out in clause 17 above; or

- b. any contraventions which have not yet occurred at the date of this Undertaking.

## **UNDERTAKINGS**

20. Following commencement of this Undertaking, Monash will take the actions set out at clauses 21 to 65 (inclusive) below.

### **Schedule of Affected Employees**

21. Within seven (7) days of the Commencement Date, Monash 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.

### **Systems improvement and training**

22. Monash has advised the FWO that it has undertaken the following systems improvements and training:

- a. implementing, and further educating academic supervisors and Faculty academic leaders on, consistent naming conventions for educational activities across the university;
- b. consolidation and updating of unit guides with unit handbooks, decommissioning of unit guides and correlation of unit handbook and unit timetable entries to ensure consistent descriptions of educational activities;
- c. increased interim payroll checking of ORAA entries and additional monthly reports and manual checking of entries;
- d. creating a dedicated webpage for casual staff in order to consolidate information to a central location and provide further guidance to casual staff and supervisors on casual staff entitlements;
- e. the creation of a new dedicated role of HR Senior Quality Assurance Consultant (Workforce) with the remit to provide ongoing quality assurance for sessional pay and compliance; and

- f. ensuring only activities in the unit handbook can be scheduled in the official timetable.

23. Within 120 days of the Commencement Date of this Undertaking Monash will provide the following information to the FWO:

- a. in relation to clause 22.c, details including the frequency and / or number of payroll checks of ORAA entries, monthly reports and manual checking of entries and the findings / outcomes of these checks; and
- b. in relation to clause 22.d. copies of the guidance information contained on the dedicated webpage for casual staff.

24. Within 120 days of the Commencement Date, Monash will implement and provide Reasonable Evidence of (or where already implemented, provide evidence to the FWO of the implementation of) the following systems improvements and training and communication initiative to ensure future compliance with workplace laws:

*Systems and process improvements*

- a. systems or process improvements to ensure compliance in the application of entitlements for casual academic staff in the 2024 Agreement (or any replacement industrial instruments that apply to casual academic staff), being the implementation of the:
  - i. Streamlined Timesheets process, (which includes the Staff Allocation Management (SAM) tool), which ensures the correct activity description consistency across the Handbook, Timetable, Timesheets, and Payroll, removes the potential for incorrect timesheet entries for lectures and tutorials and the potential for inconsistent descriptions of educational delivery activities);
  - ii. Teaching Calendar (TCal) tool to support supervisors in approving timesheet entries from casual academic staff;
- b. provide evidence to the FWO of the completed process and system improvements, including the Streamlined Timesheets process and tools and compliance monitoring activities in respect of those systems and casual academics compliance;
- c. implement on-going compliance monitoring activities through appropriate



mechanisms to confirm the correct application of tutorial payments under the 2024 Agreement (or any replacement industrial instruments that that apply to casual academic staff);

#### *Training*

- d. provide evidence to FWO of the developed training plan / outline for training being delivered and which is to be delivered by qualified internal HR resources as either face to face or online training modules, including:
  - i. mandatory training for employees in relation to timesheet submissions, in particular entering the correct codes/details for hours worked;
  - ii. mandatory training for all academic supervisors of casual academic staff who approve timesheets in relation to compliance in respect of payments to casual academic staff in accordance with the 2024 Agreement (or any replacement industrial instruments that apply to casual academic staff) (collectively **Training**);

#### *Communications*

- e. update and maintain a dedicated webpage for casual staff (and accessible to all staff) that provides the central location and guidance to casual staff and supervisors on approval processes and casual staff entitlements under the 2019 Agreement (or any replacement industrial instruments that apply to casual academic staff); and
  - f. provide clear internal communications within Monash (that could include for example, direct email and / or intranet factsheets) for all new and existing staff who are required to complete timesheets of the mandatory Training and the dedicated webpage.
25. For a period of two years from the Commencement Date, Monash will provide evidence each 12 months of completion of the mandatory Training by employees, and where it is pending (for example for new staff), the timeline for completion.

#### *Future systems and process improvements*

26. To further improve wage and workplace relations compliance, Monash has commenced the process of procuring an enhanced and consolidated rostering, time and attendance

system (**New System**). The New System will be implemented in phases that are expected to be developed and implemented over a period of 18-36 months. Monash will notify the FWO when the New System has been implemented. For the avoidance of doubt, the extension of time facility in clause 63 applies to this clause.

#### **Complaints and review mechanism**

27. Monash will maintain a complaints and review mechanism for its Affected Employees who do not believe they have received their correct entitlements in relation to the Wage Underpayment amount owing to them (**Mechanism**). The Mechanism is to be maintained until all other obligations in relation to the Undertakings are completed.
28. This includes Monash maintaining a [payreview@monash.edu](mailto:payreview@monash.edu) email account as being available to all Affected Employees to raise complaints or ask questions.
29. Any issue raised under the Mechanism must be considered and, as far as reasonably practicable, a decision made, within three months from the date the issue was raised.
30. Written guidance will be issued to all decision makers under the terms of the Mechanism detailing Monash's approach to assumptions and expectations in regard to resolving any disputes.
31. If a dispute is not resolved through the process mentioned at clause 27, where requested by a staff member or the University, the dispute will be addressed using the same steps as contained in the resolution of disputes procedure in clause 13 of the 2024 Agreement (or equivalent process, including in any replacement industrial instrument applying to casual academic staff), unless the issue has previously already been dealt with under that dispute resolution process or is already the subject of a legal proceeding.
32. Monash will promote the Mechanism to Affected Employees in each communication sent to them regarding the Initial Review.
33. Where, in respect of an issue raised under the Mechanism, Monash is unable to determine an employee's entitlement based upon information and records available or where there are no records, the Mechanism will be favourable to employees.
34. Monash will establish and maintain centralised oversight of any complaint arising from the Mechanism to ensure consistent management and outcomes.

35. Monash will report to the FWO all instances of disputes arising from the Mechanism on a 6 monthly basis for two years from the Commencement Date, including the outcomes of the disputes.
36. Where the FWO considers it appropriate, it will, notify Monash within 14 days of any request for assistance from Affected Employees being received by the FWO where the FWO identifies that the Mechanism has not first been applied.
37. Within 60 days of receipt of the notification referred to in clause 36, Monash will report the outcome of the complaint or dispute to the FWO. Monash will also provide, within a reasonable period specified by the FWO, Reasonable Evidence relied upon to satisfy itself that Monash met its obligations with respect to the Affected Employee who raised the complaint or dispute under the Mechanism.
38. Monash 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.

#### **Notification**

39. Within 28 days of the FWO publishing a media release on its website in respect of this Undertaking, Monash will place a notice on the home page of its intranet in the form of **Attachment B (Intranet Notice)** and issue an all-staff email in the form of **Attachment C** notifying employees of the existence and commencement of this Undertaking.
40. Monash must ensure the Intranet Notice remains on the home page of its intranet site for a period of 28 continuous days.
41. Within 28 days of the FWO publishing a media release on its website in respect of this Undertaking, Monash will write to all former Affected Employees by mail or email to their last known address, notifying them of the existence and commencement of this Undertaking, in the terms set out in **Attachment C**.
42. If requested by the FWO, Monash will, within 14 days, provide Reasonable Evidence of its compliance with clauses 39 to 41.

#### **Independent audits**

43. Monash undertakes to engage, at its cost, an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist

(**External Independent Auditor**) to conduct an independent audit of Monash's compliance with the FW Act, the *Fair Work Regulations 2009* (Cth) (**FW Regulations**), the 2024 Agreement or any replacement industrial instruments that may apply to it at the time of the audits (**Compliance Audit**).

44. Monash agrees that it will, within twelve to fifteen months of the Commencement Date of this Undertaking, obtain the FWO's approval in writing (which shall not be unreasonably withheld taking into account the qualifications and experience of the proposed auditor) before engaging the External Independent Auditor. If the proposed External Independent Auditor is not approved, the FWO may require that Monash use a different External Independent Auditor than one nominated by Monash.
45. In seeking the FWO's written approval, Monash must consider and advise the FWO, within twelve to fifteen months of the Commencement Date of this Undertaking, that it has considered the following factors before engaging the External Independent Auditor:
  - a. whether the External Independent Auditor has adequate resources to perform the necessary work;
  - b. the External Independent Auditor's qualifications, technical expertise and experience; and
  - c. any actual, perceived, or potential conflicts of interest and whether the External Independent Auditor has appropriate arrangements to manage those.
46. Monash agrees that the Compliance Audit will commence within eighteen to twenty-one months of the Commencement Date of this Undertaking, and Monash will notify the FWO of the date of its commencement.
47. The Compliance Audit:
  - a. will examine two full consecutive pay periods falling within the preceding six months of the Compliance Audit;
  - b. will assess 5% of all employees to whom the 2024 Agreement (or any replacement industrial instruments) applies, across a range of classifications, locations, faculties, schools, employment types (full time, part time and casual employment), and types of both academic and professional staff (**Sampled Employees**);
  - c. will assess whether the pay and conditions of the Sampled Employees during the relevant audit period are compliant with the FW Act and 2024 Agreement (or any

replacement industrial instruments) and that pay slip and record keeping requirements are compliant with the FW Act and the FW Regulations.

48. Monash will use its best endeavours to ensure that the External Independent Auditor:

- a. within four months of the Compliance Audit start date, produces a draft written report on the Compliance Audit, setting out the External Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO. After the FWO has received it, a copy will be provided to Monash solely so that it can provide comment to the External Independent Auditor within 14 days of receipt to ensure there are no factual matters incorrectly identified;
- b. within one month of the FWO providing any comments on the draft report to the External Independent Auditor, finalises the Compliance Audit and provides a written report of the Compliance Audit (**Compliance Audit Report**) directly to the FWO. Monash will be provided with a copy of the Compliance Audit Report following the FWO's receipt of it; and
- c. includes in the Compliance Audit Report the following declarations from the External Independent Auditor:
  - i. the External Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;
  - ii. an undertaking that, notwithstanding that the External Independent Auditor is retained by Monash, it has acted independently, impartially, objectively and without influence from Monash 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.

49. If the Compliance Audit Report identifies any underpayments to any current or former employees, Monash will conduct a reconciliation of the amounts paid to those employees for the period of the audit and for the 12-month period immediately before the relevant audit period and rectify any underpayments identified. Monash will provide to the FWO evidence of any such reconciliation and rectification within 60 days of receipt of the Compliance Audit report.

50. If any former employees identified in the Compliance Audit Report as having wage underpayments owing to them cannot be located within 60 days of Monash's receipt of the Compliance Audit Report, Monash will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act within a further 60 days. Monash will complete the required documents supplied by the FWO for this purpose. In the event that the FWO is able to locate and contact any former employees identified in the Compliance Audit Report to whom underpayments are owed, the FWO will (in addition to its obligations under section 559 of the FW Act) notify Monash in writing of the name and contact details of the former employee. Within 28 days of receiving any such notice, Monash will:
- a. pay to the former employee interest on the amount already paid by Monash to the Commonwealth of Australia in respect of that employee, calculated at the Interest Amount; and
  - b. pay to the former employee's nominated superannuation fund an amount equal to the amount that would have been required by law (inclusive of the Interest Amount), had Monash paid the wage underpayment directly to the former employee.
51. If the Compliance Audit Report identifies an underpayment to one or more current or former employees, and the FWO reasonably believes that employees not included in the audit are also likely to be underpaid then, where requested by the FWO, Monash will engage the same External Independent Auditor to undertake a consequential audit (**Additional Audit**) to review whether any current or former employees not identified in the initial Compliance Audit would also have underpayments owing to them in the preceding 6 years in respect of the same issue(s) identified in the Compliance Audit Report, and if so, undertake the rectification steps at clause 49 above. Any additional audit must be paid for by Monash.
52. If requested by the FWO, Monash will provide or request the External Independent Auditor to provide the FWO with all records and documents used to conduct the Compliance Audit and/or Additional Audit within 14 days of such a request.

## **Corporate governance and oversight**

53. As part of Monash's governance obligations, the University Council (as defined in section 8 of the *Monash University Act 2009* (Vic)) through the Audit and Risk Committee of Council will monitor Monash's compliance with the FW Act, FW Regulations and 2024 Agreement (or any replacement industrial instruments) by undertaking the following:
- a. ensuring that the University Council is notified of this Undertaking;
  - b. receiving regular reports of compliance with workplace laws (for example, including but not limited to identification of any substantive or systemic issues that are yet to be rectified); and
  - c. creating a standing agenda item for University Council meetings to discuss and monitor compliance with Monash's obligations pursuant to this Undertaking.
54. Monash will, in addition to any other reporting requirements prescribed in this Undertaking, report to the FWO on compliance with clause 53, at least every six months from the Commencement Date until completion of the audit and remediation process.
55. If requested by the FWO, Monash will provide to the FWO any documents held by the University Council relating to the monitoring of Monash's compliance with workplace laws, including but not limited to reports prepared for or copies of minutes of the University Council or the Audit and Risk Committee (excluding documents the subject of legal professional privilege).

## **Consultation**

56. Monash has advised that there are already a number of mechanisms for its employees and/or their representative to raise any industrial relations issues and concerns about employment compliance matters.
57. Within 90 days of commencement of this Undertaking, Monash will establish a Compliance Reference Group to assist in tripartite discussion between Monash, its employees and their representatives, for a period of 30 months from the Commencement Date.
58. The Compliance Reference Group will:
- a. comprise 3 nominees of Monash and 3 nominees of the NTEU;
  - b. meet quarterly;

- c. receive reports on the progress of Monash's compliance with its obligations under this Enforceable Undertaking, its progress on any outstanding remediation payments and any identified matters raised concerning systemic underpayments; and
- d. be a forum for the NTEU to raise concerns regarding systemic wage compliance matters, including on behalf of its members.

59. The quarterly reports referred to in clause 58 above will not include any information that may be considered confidential or commercial in confidence or personal information within the meaning of the *Privacy and Data Protection Act 2014* (Vic) concerning any employee or former employee.

60. For the period referred to at clause 57 above, Monash will provide the FWO with a copy of the quarterly reports provided to the Compliance Reference Group under clause 58 above.

#### **Contribution payment**

61. Within 30 days of commencement of this Undertaking, Monash will make a contribution payment of \$350,000 to the Consolidated Revenue Fund.

62. Monash will provide evidence to the FWO of the contribution payment being paid within 14 days of making the payments.

#### **Extensions on time for completion**

63. Monash may request an extension of a time specified for completion of an obligation under this Undertaking. The FWO will not unreasonably deny a request for an extension of time.

64. Where a time specified for undertaking an obligation 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**

65. Monash 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**

66. Monash acknowledges that:

- a. the FWO may:
  - i. make this Undertaking available on the FWO internet site at [www.fairwork.gov.au](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 Monash set out in clause 17 above in respect of decisions taken regarding enforcement action in the event that Monash is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by Monash 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, Monash may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d. if Monash 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 Monash 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.

- **2024 Agreement** means the Monash University Enterprise Agreement (Academic and Professional Staff) 2024.
- **Interest Amount** in relation to the Wage Underpayment was calculated at the Reserve Bank of Australia cash rate plus 4% (calculated 6-monthly on a compounding basis) and applied to the wage underpayment and superannuation.
  - The Interest Amount was calculated as of dates payments were made to staff and will vary as Monash continues to make remediation payments to Affected Employees for whom the Wage Underpayment has been paid to the Commonwealth pursuant to section 559 of the FW Act, as detailed at clause 8.
- **New System** means the system referenced at clause 26.
- **Reasonable Evidence** means such evidence as the FWO may reasonably require and which could reasonably be expected to satisfy a court of:
  - the truth of any fact asserted by Monash or by any of its servants or agents; and/or
  - the accuracy and correctness of any information provided by Monash, or by any of its servants or agents; and/or
  - compliance by Monash with any term of this Undertaking.
- **Superannuation Amount** has the meaning in clause 6.
- **Total Underpayment** has the meaning in clause 6.
- **Workplace laws** has the same meaning as defined in section 12 of the FW Act.

**Executed as an undertaking**

EXECUTED by an authorised person of Monash University (ABN 12 377 614 012):

Professor Sharon Pickering  
Vice-Chancellor and President

\_\_\_\_\_  
(Name and position of authorised signatory)

\_\_\_\_\_  
(Signature of authorised signatory)

in the presence of:

Neil Nicholson

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of witness)

2 December 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)

\_\_\_\_\_  
(Signature of Delegate)

5 December 2025

\_\_\_\_\_  
(Date)

Delegate for the Fair Work Ombudsman

in the presence of:

L. Cato

\_\_\_\_\_  
(Signature of witness)

Louise Cato

\_\_\_\_\_  
(Name of Witness)

# ATTACHMENT A

Circumstance	Enterprise Agreement	Entitlement	Clause
Incorrect entry in a time sheet submitted by staff member	2009 Agreement	Obligation to pay teaching associates in accordance with schedule 2	21.1
		Obligation to pay teaching associates within 22 days of submitting a claim for payment	22.2
	2014 Agreement	Obligation to pay teaching associates in accordance with schedule 2	22.1
		Obligation to pay teaching associates within 22 days of submitting a claim for payment	23.2
	2019 Agreement	Obligation to pay teaching associates in accordance with schedule 2	25.1
		Obligation to pay teaching associates within 22 days of submitting a claim for payment	26.2
Inconsistent descriptions of tutorials for same activity	2009 Agreement	Obligation to pay teaching associates in accordance with schedule 2s	21.1
		Obligation to pay teaching associates within 22 days of submitting a claim for payment	22.2
	2014 Agreement	Obligation to pay teaching associates in accordance with schedule 2	22.1
		Obligation to pay teaching associates within 22 days of	23.2

Circumstance	Enterprise Agreement	Entitlement	Clause
	2019 Agreement	Obligation to pay teaching associates in accordance with schedule 2	25.1
		Obligation to pay teaching associates within 22 days of submitting a claim for payment	26.2

## ATTACHMENT B

### **Monash agrees to Enforceable Undertaking in relation to 2020-21 tutorial review and further ongoing reviews**

Monash University has entered into an Enforceable Undertaking with the Fair Work Ombudsman (FWO) following the outcome of the University's tutorial payments review in 2021 and further ongoing reviews, which led to the University making voluntary disclosures to the FWO in September 2021 and December 2024.

Ensuring staff are paid correctly is a priority for Monash. The University has already taken significant steps to improve our systems and processes and we welcome working with the FWO to further strengthen our approach.

#### **Background**

From 2020, Monash undertook a voluntary review of its compliance with the Monash University Enterprise Agreement (Academic and Professional Staff) 2009, the Monash University Enterprise Agreement (Academic and Professional Staff) 2014 (**2014 Agreement**) and the Monash University Enterprise Agreement (Academic and Professional Staff) 2019 (**2019 Agreement**) (collectively, **the Agreements**).

As part of this review, the University determined - and subsequently disclosed to the FWO - that it had contravened the Agreements and the *Fair Work Act 2009* (Cth) by underpaying casual academic teaching associate staff their entitlements in respect of tutorial payments. A public statement made by Monash in 2021 in relation to the review is [available here](#).

Then President and Vice-Chancellor Margaret Gardner AC apologised to all staff on 23 September 2021 in relation to inaccurate payments identified following the review.

On 19 December 2024, the University voluntarily disclosed to the FWO, that it had undertaken a significant volume of activities as part of quality assurance reviews with a focus on reviewing areas where there were known issues within the Higher Education industry (**Ongoing Reviews**). As part of these Ongoing Reviews, underpayments were identified in relation to minimum engagement obligations for casual academic staff under the 2019 Agreement, and in relation to payment at the "repeat" tutorial or lecture rates under the 2014 and 2019 Agreements.

The University has apologised unreservedly for its errors and is strongly committed to ensuring staff are paid correctly.

Monash also previously notified its impacted current and former employees of the contraventions and made remediation payments to most affected employees including interest and superannuation. Where Monash has been unable to contact former employees, Monash has paid or will pay the wage underpayment (amount owed excluding superannuation and interest) owing to those affected employees into the FWO's Unclaimed Monies Fund.

#### **The Enforceable Undertaking**

The Enforceable Undertaking reflects a number of activities that have already been undertaken by Monash and additional measures that the University will take to ensure the University's ongoing compliance, including systems improvements, training and commissioning audits of employee entitlements.

The University has also committed to establish a Compliance Reference Group as a forum to assist with tripartite discussion between Monash, its employees and their representatives about issues relating to systemic wage compliance matters. The Compliance Reference Group will comprise Monash and National Tertiary Education Union nominees. Under the EU, the University has agreed to make a contrition payment of \$350,000 which will be paid to the Commonwealth of Australia Consolidated Revenue Fund.

### **Have a question?**

If you have been affected by the contraventions and have queries or questions relating to your employment, please contact Access HR on ph (03) 9902 0400 or email [hr@monash.edu](mailto:hr@monash.edu).

Alternatively, anyone can contact the FWO via [www.fairwork.gov.au](http://www.fairwork.gov.au) or 13 13 94, including in relation to unclaimed monies.

## ATTACHMENT C

### Subject: Monash agrees to Enforceable Undertaking

Dear [insert name]

Monash University has entered into an Enforceable Undertaking with the Fair Work Ombudsman (FWO) following the outcome of the University's tutorial payment review in 2021 and further ongoing reviews, which led to the University making voluntary disclosures to the FWO in September 2021 and December 2024.

#### Background

On 14 September 2021, the University voluntarily disclosed contraventions of the *Monash University Enterprise Agreement (Academic and Professional Staff) 2009*, the *Monash University Enterprise Agreement (Academic and Professional Staff) 2014 (2014 Agreement)* and the *Monash University Enterprise Agreement (Academic and Professional Staff) 2019 (2019 Agreement)* to the FWO). These contraventions related to failing to pay correct tutorial rates of pay to casual academic teaching associate staff. A public statement made by Monash in 2021 in relation to the tutorial review is [available here](#).

On 19 December 2024, the University voluntarily disclosed to the FWO, that it had undertaken a significant volume of activities as part of quality assurance reviews with a focus on reviewing areas where there were known issues within the Higher Education industry (*Ongoing Reviews*). As part of these Ongoing Reviews, underpayments were identified in relation to minimum engagement obligations for casual academic staff under the 2019 Agreement, and in relation to payment at the "repeat" tutorial or lecture rates under the 2014 and 2019 Agreements.

The University has apologised unreservedly for its errors and is strongly committed to ensuring staff are paid correctly.

#### The Enforceable Undertaking

The University has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws. The Enforceable Undertaking reflects a number of activities that have been undertaken by the University and that will be taken to ensure its ongoing compliance, including systems improvements, training and commissioning audits of employee entitlements.

The University has already taken significant steps to improve our systems and processes and we welcome working with the Fair Work Ombudsman to further strengthen our approach.

The University has also committed to establish a Compliance Reference Group as a forum to assist with tripartite discussion between Monash, its employees and their representatives about issues relating to systemic wage compliance matters. The Compliance Reference Group will comprise Monash and National Tertiary Education Union nominees. Under the Enforceable Undertaking, the University has agreed to make a contrition payment of \$350,000 which will be paid to the Commonwealth of Australia Consolidated Revenue Fund.



### Have a question?

If you have been affected by the contraventions and have queries or questions relating to your employment, please contact Access HR on (03) 9902 0400 or email [hr@monash.edu.au](mailto:hr@monash.edu.au).

Alternatively, anyone can contact the FWO via [www.fairwork.gov.au](http://www.fairwork.gov.au) or on 13 13 94, including in relation to unclaimed monies.

Yours sincerely

[Employer name]

*This email has been sent to all Monash University, Australia staff*

## **ATTACHMENT D – ADDENDA FOR ADDITIONAL CONTRAVENTIONS ARISING FROM THE 2024 SELF-REPORT**

D.1 This Attachment D is intended to set out an agreed process by which the FWO and Monash may enter into an Addendum to this Undertaking, as set out in clause 18.

### **Addendum Requests by Monash**

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

- (a) the matter relates to the contraventions of section 50 of the FW Act identified by Monash in the 2024 Self Report relating to repeat lectures and tutorials and minimum engagement for casual academic staff and casual research assistants (**Proposed Additional Contravention**); and
- (b) Monash wishes for the Proposed Additional Contravention to be added to the contraventions the subject of this Undertaking, as listed in clause 17.

D.3 An Addendum Request:

- (a) is to be made by or on behalf of Monash to an officer of the FWO nominated at the time of commencement of this Undertaking (or varied by the FWO in writing at any time);
- (b) must include the following information, to ensure that the FWO is able to form a reasonable belief as to whether a contravention has occurred, within the meaning of section 715(1) of the FW Act:
  - (i) details of the Proposed Additional Contravention, including the relevant clause of the Agreement or the regulation of the FW Regulations;
  - (ii) the methodology (including interpretation and assumptions) adopted by Monash in determining that there has been a contravention of the clause of the Agreement and thereby section 50 or section 535(1) of the FW Act;
  - (iii) the number of employees affected by the Proposed Additional Contravention;
  - (iv) the quantum of underpayment (if any) resulting from the Proposed Additional Contravention;

- (c) must be accompanied by documentary evidence to support the matters set out in clause D.3(b), including:
- (i) any communications with affected employees (whether individually or in a group) about the Proposed Additional Contravention, including in relation to the methodology used in determining that the Proposed Additional Contravention has occurred; and
  - (ii) employee records for:
    - (1) a sample of 10 employees affected by the Proposed Additional Contravention; or
    - (2) all affected employees if the Proposed Additional Contravention affects fewer than 10 employees;
- (d) must include a statement that Monash is prepared to provide an admission in an Addendum for the Proposed Additional Contravention.

#### **FWO response to an Addendum Request and further actions by Monash**

D.4 Within 60 days of receiving an Addendum Request, the FWO will provide a response to Monash in writing, which will take the form of one of the four responses set out in column 2 of table below and, where applicable, will require a response by Monash set out in column 3 of the table below:

Response Name	FWO conclusion based on the information provided to the FWO in accordance with clause D.3	Action required by Monash
Acceptance	<ul style="list-style-type: none"> <li>The FWO has sufficient information to form a reasonable belief that the Proposed Additional Contravention has occurred, is satisfied with the methodology adopted by Monash in relation to the Proposed Additional Contravention, and is willing to enter into discussions to make an Addendum for the purpose of clause 18 and Attachment D.</li> </ul>	<i>None – the FWO will take the step set out in clause D.8.</i>

<b>Methodology Concern</b>	<ul style="list-style-type: none"> <li>• The FWO considers that the methodology adopted by Monash in relation to the Proposed Additional Contravention are not compliant with the FW Act or the relevant Agreement.</li> <li>• The response will set out the reasons for the FWO's views.</li> <li>• However, if Monash agrees to amend its methodology in a way that will be set out in the response (and, if applicable, conduct any further remediation of underpayments in accordance with those views), the FWO would be willing to enter into discussions to make an Addendum for the purpose of clause 18 and Attachment D.</li> </ul>	Monash is to inform the FWO in writing within a further 28 days whether or not it will agree to adopt the FWO's views on methodology and, if applicable, conduct any further remediation of underpayments in accordance with those views.
<b>Information Request</b>	<ul style="list-style-type: none"> <li>• The FWO does not have sufficient information to properly respond to the Addendum Request.</li> <li>• The response will set out any further information or documents the FWO may reasonably require.</li> </ul>	Monash is to provide to the FWO, within a further 28 days any information or documents requested.
<b>Other refusal</b>	<ul style="list-style-type: none"> <li>• The FWO cannot agree to the Addendum Request for a reason other than a Methodology Concern or Information Request (for example, because it does not fall within the scope of clause D.2 or satisfy the requirements in clause D.3).</li> <li>• The response will set out the reasons for the FWO's views.</li> </ul>	<i>None – the Addendum Request will lapse, unless Monash is able to address the FWO's concerns to FWO's reasonable satisfaction</i>

- D.5 If Monash provides the requested information or documents to the FWO in response to an Information Request response, the FWO agrees to reconsider the material as if it were a fresh Addendum Request and provide another response as set out in clause D.4.
- D.6 Where the FWO provides a Methodology Concern response to Monash, but Monash does not wish to adopt the FWO's views on the methodology of the Proposed Additional

**Contravention:**

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

D.7 For the avoidance of doubt, the extension of time procedure in clauses 63 and 64 of this Undertaking applies to the procedure set out in this Attachment D.

**Provision and content of an Addendum**

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

D.9 An Addendum may include the following material:

- (a) recitals relating to the Proposed Additional Contravention, including reference to (but not copies of) any exchange of correspondence between Monash and the FWO about the methodology;
- (b) the FWO's reasonable belief, and Monash's admission, of the Proposed Additional Contravention; and
- (c) if the Addendum is to be entered into following a Methodology Concern, any

mechanism for further remediation of the Proposed Additional Contravention to affected employees.

**No Addendum except as agreed in writing**

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