

ENFORCEABLE UNDERTAKING

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

ENFORCEABLE UNDERTAKING

PARTIES

1. This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (**FWO**) pursuant to section 715 of the *Fair Work Act 2009* (**FW Act**) by the University of Tasmania (**UTAS**) (ABN 30764374782).

COMMENCEMENT

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

BACKGROUND

3. UTAS is a public university incorporated by the *University of Tasmania Act 1992* (Tas). UTAS has 23 Academic Units across business and economics, sciences and engineering, arts and society, and health. According to its 2023 Annual Report, in 2022-23 UTAS employed 2,957 full time equivalent (**FTE**) staff with 1205 casual staff (both academic and professional).
4. UTAS is a registered charity under the *Australian Charities and Not-for-Profits Commission Act 2012* (Cth) and is a higher education provider subject to the governance and accountability obligations under the *Higher Education Support Act 2003* (Cth), the *Tertiary Education Quality and Standards Agency Act 2011* (Cth), and the *Higher Education Standards Framework (Threshold Standards) 2021* (Cth) (collectively, **the Governance Obligations**).
5. In late 2020 UTAS self-initiated a review of its compliance with certain employment obligations to proactively identify any non-compliance with the obligations set out in the *University of Tasmania Staff Agreement 2017-2021* (**2017 EA**), with the assistance of expert external accounting and employment legal advisors.
6. On 10 September 2021, UTAS notified the Office of the Fair Work Ombudsman (**FWO**) of potential non-compliance with its obligations under the 2017 EA.
7. On 19 November 2021, UTAS advised the FWO that it would also be reviewing the

University of Tasmania Staff Agreement 2013-2016 (2013 EA) and had established a remediation program to review the 2013 EA and 2017 EA. On 18 October 2023, UTAS advised the FWO that the remediation program included a review of the *UTAS Staff Agreement 2021-2025 (2021 EA)*.

8. The 2013 EA, 2017 EA and 2021 EA are collectively referred to as the **UTAS EAs**. The remediation program in relation to the UTAS EAs is referred to as the **Remediation Program**.
9. The Remediation Program comprises two phases; **Remediation Program – Phase 1** and **Remediation Program – Phase 2**.
10. UTAS advised the FWO that the Remediation Program - Phase 1 (which covers the period March 2014 to March 2023) covers all employees covered by the UTAS EAs except for pastoral employees, farm hands, shearers, shed hands and employees covered by the Horticulture Award 2020 in relation to the following entitlements:
 - a) minimum engagement periods;
 - b) weekend and public holiday rates for casual professional employees;
 - c) overtime rates for additional hours worked by part-time professional employees;
 - d) shift work penalties for professional shift workers;
 - e) travel, meal, kilometrage, camp, availability, seagoing, first aid and higher duties allowances;
 - f) superannuation obligations when cashing out annual and long service leave; and
 - g) hourly rates of pay.
11. As at the Commencement Date, the Remediation Program – Phase 2 (which covers the period from 1 July 2017) is ongoing. The number of UTAS employees and former employees impacted and the quantum of any potential underpayments associated with Remediation Program – Phase 2 are not settled. UTAS has committed to rectifying any associated underpayments identified by Remediation Program – Phase 2 as soon as possible and to providing the FWO with payment progress updates every 60 days until all associated underpayments have been quantified. UTAS will use its best endeavours to complete Remediation Program – Phase 2 by 30 September 2026.
12. The Remediation Program – Phase 2 covers all employees (inclusive of horticultural

employees, pastoral employees, farm hands, shearers and shed hands) covered by the UTAS EAs in relation to the following entitlements and issues:

- a) superannuation;
- b) long service leave;
- c) personal/carer's leave;
- d) academic working arrangements;
- e) termination, severance and redundancy payments;
- f) the application of increments;
- g) qualification and activity based rates;
- h) classification of staff under UTAS EAs;
- i) type of employment; and
- j) changes under the 2021 EA.

13. As a result of the Remediation Program – Phase 1, UTAS has, as at the Commencement Date:

- a) identified an underpayment of \$15,285,899.37 (Phase 1 **Underpayment**) affecting 8,227 current and former employees (**Phase 1 Affected Employees**) over the period from 12 March 2014 to 28 March 2023 (**Phase 1 Relevant Period**):
 - i) the Total Underpayment comprises:
 - a) \$10,311,860.96 in wages (**Phase 1 Wage Underpayment**);
 - b) \$2,614,554.29 in interest on wages calculated at applicable pre-judgement rates;
 - c) \$1,401,594.04 in superannuation; and
 - d) \$957,890.08 in interest on superannuation calculated at applicable pre-judgement rates.
 - b) paid \$15,172,536.77 of the **Phase 1 Underpayment** in relation to 8,043 Affected Employees; and
 - c) identified the non-compliance was primarily the result of deficiencies in its payroll configuration and internal compliance and governance processes.

14. As a result of the Remediation Program – Phase 2, UTAS has, as at the date of this Undertaking:

- a) identified an underpayment of \$6,163,311.05 (**Preliminary Phase 2 Underpayment**) affecting 2,216 current and former employees (**Preliminary Phase 2 Affected Employees**) over the period 28 June 2017 to 1 July 2025 (**Preliminary Phase 2 Relevant Period**):

- i) The Preliminary Phase 2 Underpayment comprises:

- a) \$4,447,803.79 in wages and leave;
 - b) \$1,260,449.09 in interest on wages and leave calculated at applicable pre-judgement rates;
 - c) \$355,444.75 in superannuation; and
 - d) \$99,613.42 in interest on superannuation calculated at applicable pre-judgement rates.
 - b) paid \$5,125,184.16 of the Preliminary Phase 2 Underpayment in relation to 1,928 Preliminary Phase 2 Affected Employees.

15. UTAS acknowledges the importance of compliance with its employment obligations towards staff. It is committed to ensuring that it correctly pays staff and has taken a number of steps to reinforce its commitment to meeting those obligations and strengthen its internal controls in relation to compliance. Specifically, in response to the issues identified in Phase 1 and Phase 2 UTAS has:

- a) apologised to staff by way of correspondence from its Chief People Officer on 3 February 2022 and 12 April 2022;
- b) undertaken a business practices review to identify areas of potential risk in relation to employment non-compliance and formulated a strategy for further consideration of those risk areas as part of Phase 2 or business as usual internal audit processes;
- c) introduced a range of corrective actions and improvements in relation to its employment payroll and employment obligations compliance process, to strengthen employment obligation compliance.

16. The corrective actions and improvements introduced by UTAS include:

- a) fulsome reconfiguration of the UTAS payroll system with the introduction of major

timesheet and pay rule changes to allow system calculation of time based rates;

- b) removal of manual claims for additional payments for time based rates and replacement with system calculated payments;
- c) implementation of expanded exception reporting to ensure data integrity of critical data points and to identify timesheets, time recording and payment practices that do not conform with best practices;
- d) dedicated training available to all employees in relation to changes to the UTAS payroll system including specific training for managers and timesheet approvers in relation to key obligations under the UTAS EAs, such as minimum engagement periods;
- e) implementation of quick reference guides and "one pagers" for recruitment and payroll staff in relation to key entitlements, as well as additional specific guidance material for employees engaged in shiftwork;
- f) system limits on payment claim types to ensure correct payment of rates for academic and professional casual staff;
- g) adjustment of academic casual time reporting code groupings to better align with the UTAS EAs and ensure correct PhD or non-PhD rates are made available to employees;
- h) simplification of non-salary allowance codes to support correct superannuation treatment; and
- i) expanded exception reporting for in relation to the application of salary increments.

17. The FWO acknowledges the co-operation and early and open disclosures made by UTAS to the FWO relating to the Remediation Program.

18. The FWO further acknowledges UTAS's commitment to establish and implement systems/processes across UTAS to avoid any similar contraventions recurring under the 2021 EA (or future industrial instrument that may come into force and apply to workers) as detailed in this Background and the undertakings in clauses 222 to 5 below.

19. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

ADMISSIONS

20. In relation to the Remediation Program – Phase 1, the FWO has formed a reasonable belief, and UTAS admits, that during the Phase 1 Relevant Period and Preliminary Phase 2 Relevant Period:

- a) UTAS has contravened section 50 of the FW Act by failing to pay each Affected Employee the amount or amounts they were entitled under the UTAS EAs as set out in **Attachment A**; and
- b) UTAS has contravened regulation 3.33(2) of the *Fair Work Regulations 2009* (**FW Regulations**) by failing to keep accurate records of time worked by casual employees.

21. The contraventions identified in **Attachment A** of this Undertaking do not include:

- a) any contraventions that relate to or are identified as a consequence of UTAS undertaking the Remediation Program – Phase 2 (other than those listed in **Attachment A**);
- b) any contraventions which relate to or arise as a consequence of UTAS failing to correctly apply the UTAS EAs to any employee or former employee who is not an Affected Employee, or any failure by UTAS to correctly apply the UTAS EAs to an Affected Employee other than those entitlements set out in clause 9 above; and
- c) any contraventions which have not yet occurred at the date that this Undertaking is offered by UTAS.

UNDERTAKINGS

22. Upon commencement of this Undertaking, UTAS will take the actions set out at clauses 23 to 55 (inclusive) below.

Remediation Program – Phase 1

23. UTAS will take Reasonable Steps to locate each Phase 1 Affected Employee owed an outstanding Phase 1 Wage Underpayment as at the Commencement Date and (subject to clauses 24 and 25):

- a) pay to each Phase 1 Affected Employee any outstanding Phase 1 Wage Underpayment and associated Phase 1 Interest Amount to the Phase 1 Wage Underpayment relating to that Phase 1 Affected Employee; and
- b) pay to the nominated superannuation fund for each Phase 1 Affected Employee any

outstanding Phase 1 Superannuation Amount and associated Phase 1 Interest Amount to the Phase 1 Superannuation Amount relating to that Phase 1 Affected Employee.

24. The FWO acknowledges that in relation to Phase 1 Affected Employees entitled to be paid as part of the Phase 1 Wage Underpayment who have not been able to be located after Reasonable Steps were taken, UTAS has paid the amounts owing to those Phase 1 Affected Employees to the Commonwealth of Australia in accordance with section 559 of the FW Act.

25. In the event that the FWO is able to locate and contact any Phase 1 Affected Employees entitled to be paid part of the Phase 1 Wage Underpayment, with the consent of the Phase 1 Affected Employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify UTAS in writing of the name and contact details of the Affected Employee. Within 28 days of receiving any such notice UTAS will:

- a) pay to the Phase 1 Affected Employee the Phase 1 Interest Amount relating to the part of the Phase 1 Wage Underpayment they are entitled to; and
- b) pay to the Phase 1 Affected Employee's nominated superannuation fund the part of the Phase 1 Superannuation Amount and associated part of the Phase 1 Interest Amount relating to the Phase 1 Superannuation Amount relevant to that Phase 1 Affected Employee.

26. Within 42 days of the Commencement Date, UTAS will provide to the FWO a schedule that details the underpayment amount identified, and the underpayment amount rectified for each Affected Employee as part of Remediation Program – Phase 1 (if this has not already been provided).

Remediation Program – Phase 2

Review of Methodology Documents

27. Within 90 days of the commencement of remediation payments in relation to the last entitlement in the Remediation Program – Phase 2, UTAS will provide the FWO with examples of the calculations used in respect of each of the entitlements remediated as part of Remediation Program – Phase 2. UTAS will comply with any reasonable requests of the FWO to provide any supplementary information required to assess the Remediation Program – Phase 2. Collectively, **Methodology Documents**.

28. Within 60 days of UTAS providing the Methodology Document, the FWO will review and (if required) make comments in relation to the Methodology Document.
29. If the FWO's comments require the Methodology Document to be amended, UTAS will:
- a) make the necessary changes to the Remediation Program – Phase 2 in accordance with the FWO's comments; and/or
 - b) instruct its service providers to make the necessary changes to the Remediation Program – Phase 2 in accordance with the FWO's comments; and/or
 - c) provide the FWO with a written response to any comments that UTAS objects to within 30 days.
30. If UTAS objects in writing to any amendment to the Methodology Document required by the FWO as outlined above in clause 29, the FWO agrees to reasonably consider the written response and will confirm with UTAS in writing whether it maintains its position set out in any comment. If so, UTAS will amend the Methodology Document in response to the FWO's comments accordingly.

Payments to identified employees and former employees

31. UTAS will make payment to employees and former employees of UTAS identified by Remediation Program – Phase 2 as having been underpaid as soon as practicable after completion of relevant calculations, having regard to UTAS processes for identifying and contacting former UTAS employees. UTAS will provide the FWO with payment progress updates every 60 days until all associated underpayments have been quantified. Payment may be made in stages. The payments to employees and former employees of UTAS identified by Remediation Program – Phase 2 will include:
- a) underpayments identified and associated Interest Amount; and
 - b) payments to the nominated superannuation fund for each identified employee and former employee of any outstanding Superannuation Amount and associated Interest Amount.
32. If any of the employees or former employees of UTAS identified under the Remediation Program – Phase 2 as having been underpaid cannot be located, UTAS will pay their underpayments owing to the Commonwealth of Australia in accordance with section 559

of the FW Act within 180 days of the first attempt to contact the current or former employee to make payment. UTAS will complete the required documents supplied by the FWO for this purpose.

33. In the event that the FWO is able to locate and contact any employees or former employees of UTAS who have underpayments identified under the Remediation Program – Phase 2, with the consent of the employee or former employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify UTAS in writing of the name and contact details of the employee or former employee. Within 28 days of receiving any such notice UTAS will:

- a) pay to the employee or former employee the Interest Amount relating to their underpayments; and
- b) pay to the affected employee's nominated superannuation fund the Superannuation Amount and associated Interest Amount relating to the Superannuation Amount relating to that employee or former employee.

34. UTAS will provide the FWO with monthly updates (to be provided at the end of each month) in relation to the progress of the Remediation Program – Phase 2, including details of underpayments rectified and number of identified employees or former employees. Provision of the monthly updates will commence within 60 days of Commencement Date.

35. UTAS will complete the Remediation Program – Phase 2 as soon as reasonably practical having regard to the scope of the entitlements included in the Remediation Program – Phase 2. UTAS will use best endeavours to complete Remediation Program – Phase 2 by 30 September 2026.

Completion of the Remediation Program – Phase 2

36. UTAS will provide the FWO with a schedule detailing the underpayment amount identified and underpayment amount rectified for each identified employee or former employee as part of Remediation Program – Phase 2. The schedule will identify the amounts paid in respect of entitlements set out in clause 14, wages and leave, interest on wages and leave, superannuation and interest on superannuation for each identified employee or former employee within 42 days of completion of the Remediation Program – Phase 2.

Systems improvements and training

37. The nominal expiry date of the 2021 EA is 1 July 2025 and the parties acknowledge that UTAS has commenced bargaining for a replacement agreement (**Replacement Agreement**). Within the time periods identified within this clause UTAS will complete the implementation of the following systems improvements and training to ensure future compliance with workplace laws:

Systems and Process Improvements

- a) within 90 days of the commencement of the Replacement Agreement UTAS will develop, distribute, and implement written guidelines regarding key changes between the 2021 EA and the Replacement Agreement and ensure the guidance is communicated to any existing and future staff responsible for payroll, human resources and workplace relations during the life of the Replacement Agreement;
- b) within 42 days of the commencement of the Replacement Agreement, UTAS will provide evidence to the FWO of any planned and/or completed system and process improvements including reconfiguring and updating payroll and record keeping systems (**HRIS System**) as they relate to wage and entitlement payments changes between the 2021 EA and the Replacement Agreement.

Training

- c) Within 90 days of the commencement of the Replacement Agreement UTAS will develop training programs which will be delivered by qualified internal HR resources as either face to face or online training modules in relation to substantive changes under the Replacement Agreement from the 2021 EA relating to:
 - i) time sheet submissions, in particular entering the correct codes for hours worked;
 - ii) Timesheet Approvers for casual staff (any UTAS staff member who approves timesheets) to ensure a consistent approach is applied. Where new Timesheet Approvers are engaged, this training is to be completed as part of their induction to UTAS and within one month of commencement;
 - iii) training for casual professional employees covered by the Replacement Agreement of minimum engagement period entitlements, if they change under the Replacement Agreement; and

- iv) training on the appropriate application of the Replacement Agreement and/or any other industrial instrument that applies during the term of this Undertaking for staff responsible and accountable for the management of employees, human resources, recruitment, and payroll, if there are changes in the Replacement Agreement from the 2021 EA.

Communications

- d) Within 30 days of the commencement of the Replacement Agreement, UTAS will develop and distribute FAQs covering all changes under the Replacement Agreement in relation to the entitlements as listed in clauses 10 and 12 of this Undertaking for all staff.
 - e) Within 30 days of any system or process change covered under clause 37.b) being implemented, UTAS will develop and distribute comprehensive internal communications within UTAS regarding any changes to the timesheet submission and approval processes under the Replacement Agreement and correct interpretation of the Replacement Agreement or any other industrial instrument that applies during the term of this Undertaking, in relation to changes under the Replacement Agreement.
38. Within 120 days of the commencement of the Replacement Agreement UTAS will provide to the FWO Reasonable Evidence of UTAS's compliance with clause 37.

Establishment of a complaints and review mechanism

39. UTAS will continue to maintain its current complaints and review mechanism (**Mechanism**) for its workforce in relation to the Remediation Program until at least three months after the end of the Remediation Program – Phase 2.
40. The existence of the Mechanism will be promoted to the UTAS workforce in each UTAS communication in relation to the Wage Underpayment and underpayments identified as a result of Remediation Program – Phase 2.
41. The UTAS team responsible for administering the Remediation Program – Phase 2 will regularly review and discuss complaints covered by clause 39 above to ensure it can review its approach to remediation if any errors of the remediation model are identified through the Mechanism.

42. Where appropriate, the FWO will notify UTAS within 14 days of any request for assistance by a UTAS employee (current or former) being received by the FWO which relate to matters that are the subject of this Undertaking where the FWO identifies that the Mechanism has not first been applied. Where appropriate, the FWO will take no further action in relation to such a request for assistance until the Mechanism in clause 39 has been followed.
43. UTAS will notify the FWO with a summary of the complaints and/or review made under the Mechanism which relate to matters that are the subject of this Undertaking on a quarterly basis.
44. UTAS undertakes to cooperate fully in relation to any request for assistance received by the FWO in relation to a UTAS employee (former or current) where the person does not consider the complaint has been addressed through the application of the Mechanism.

Governance Obligations

45. As part of UTAS's Governance Obligations, the University will prioritise and embed the monitoring of UTAS' compliance with the FW Act, FW Regulations, 2021 EA and/or any other industrial instruments which apply during the duration of the Undertaking by:
- a) creating a standing agenda item for all Audit and Risk Committee meetings to discuss compliance with UTAS's obligations pursuant to the FW Act, FW Regulations, 2021 EA and/or any other industrial instruments that may apply to UTAS for the duration of the Undertaking, including any known or emerging compliance risks and mitigation strategies and controls implemented to address these; and
 - b) creating a standing agenda item for all Audit and Risk Committee meetings to discuss any disputes arising in relation to UTAS's obligations outlined in the Undertaking, or the Mechanism.

Compliance Audit

46. UTAS undertakes to conduct two audits of UTAS's compliance with the FW Act, the FW Regulations and the 2021 EA and/or any other industrial instrument that may be in place over the duration of this Undertaking (**Compliance Audits**).
47. UTAS agrees that:
- a) the **first** Compliance Audit will examine two full pay periods falling within 1 February 2027 to 31 May 2027 and will commence no later than 1 July 2027 and be completed

within six months of commencement;

- b) the **second** Compliance Audit will examine two full pay periods falling within 1 February 2028 to 31 May 2028 and will commence no later than 1 July 2028 and be completed within six months of commencement;
- c) both Compliance Audits:
 - i) will assess 5% of all employees to whom the 2021 EA (or any other industrial instrument applying to employees of UTAS that is in force during the period of the respective Compliance Audit) applies, across a range of classifications, locations and employment types (full time, part time and casual employment), during the relevant audit period (**Sampled Employees**) in respect of their employment by UTAS; and
 - ii) will assess whether the pay and conditions of the Sampled Employees during the relevant audit period are compliant with the FW Act and the 2021 EA (or any other enterprise agreement that may be in place during the duration of this Undertaking) relation to those entitlements which are the subject of this Undertaking.
- d) it will use its best endeavours to ensure that:
 - i) within three months of the completion of the Compliance Audits, it produces written reports on the Compliance Audits (**Compliance Audit Reports**), setting out the findings, and the facts and circumstances surrounding them, to the FWO.

48. If the Compliance Audit Reports identify any underpayments to any current or former employees, UTAS will:

- a) rectify any underpayments identified in the relevant audit period, and provide to the FWO evidence of such rectification within 60 days of UTAS providing the Compliance Audit Reports to the FWO; and
- b) if any former employees identified in the Compliance Audits as having underpayments owing to them cannot be located within 180 days of the Compliance Audit Reports, 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. UTAS will complete the required documents supplied by the FWO for this purpose.

49. If requested by the FWO, UTAS will provide the FWO with all records and documents used

to conduct the Compliance Audits within 14 days of such a request.

Reporting to the FWO

50. UTAS will, in addition to any other reporting requirements prescribed in this Undertaking, report to the FWO a progress report in relation to UTAS's compliance with the terms of this Undertaking, including the Governance Obligations set out in clause 45, at least every six months from the Commencement Date, for the duration of this Undertaking.

Extensions on times for completion

51. UTAS 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.

52. 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.

Communications to Employees about Enforceable Undertaking

53. UTAS will:

- (i) ensure a letter or email in the form of **Attachment B** to this Undertaking is sent to all current and former employees within 30 days of the Commencement Date; and
- (ii) provide evidence to the FWO that the letter has been mailed or email has been sent to all required current and former employees within 45 days of the Commencement Date.

Contribution Payment

54. Within 60 days of the Commencement Date, UTAS will make a contribution payment of \$175,000 to the Consolidated Revenue Fund. UTAS will provide evidence to the FWO of the contribution payment within 14 days of making the payment to the Consolidated Revenue Fund.

No Inconsistent Statements

55. UTAS 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

56. UTAS acknowledges that:

- a) the FWO may;
 - i) make this Undertaking available on the FWO internet site at www.fairwork.gov.au;
 - ii) release a copy of this Undertaking pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);
 - iii) issue a media release in relation to this Undertaking;
 - iv) from time to time, publicly refer to the Undertaking and its terms; and
 - v) rely upon the admissions made by UTAS set out in clause 20 above in respect of decisions taken regarding enforcement action in the event that UTAS is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by UTAS 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, UTAS may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d) if UTAS 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 UTAS in clause 20 above, and also in respect of the question of costs.

Dictionary

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

- **Interest Amount** in relation to the Wage Underpayment and any underpayment identified as part of Remediation Program is calculated from work date (for casual employees) or pay period end date (for non-casual employees) of the shortfall. Interest rates are calculated at Federal Court pre-judgment interest rates applied on a simple basis.
- **Phase 1 Underpayment** means the Phase 1 Wage Underpayment and the Superannuation Amount.
- **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 UTAS or by any of its servants or agents; and/or
 - b) the accuracy and correctness of any information provided by UTAS, or by any of its servants or agents; and/or
 - c) compliance by UTAS 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 or relevant manager of the former employee as appropriate.
- **Superannuation Amount** means the amount reported to the FWO as detailed at clause 1113 and any additional outstanding amounts identified as an underpayment of superannuation as a result of clause 36 above.

Executed as an undertaking

EXECUTED by an authorised person of University of Tasmania (ABN 30764374782) in the presence of:

Rufus Black
Vice-Chancellor


(Signature of authorised signatory)

in the presence of:

JESSICA GRANT

(Name of witness)



(Signature of witness)

11 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

Delegate for the FAIR WORK OMBUDSMAN

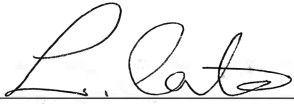


(Signature of Delegate)

11 December 2025

(Date)

in the presence of:



(Signature of witness)

Louise Cato

(Name of Witness)

ATTACHMENT A

| EA | Entitlement | Clause(s) |
|---------|---|--|
| 2013 EA | Minimum engagement period | Clause 19.4 Clause 20.1 Clause 21.1 Clause 27.3 |
| | Casual penalty rates (Saturday, Sunday and Public Holidays) | Clause 29.4 |
| | Overtime | Clause 77.5 |
| | Shift work penalties | Clause 78.1 |
| | Kilometrage | Clause 33.5.2 |
| | Availability allowance | Clause 33.9 |
| | First aid allowance | Clause 33.10 |
| | Higher duties allowance | Clause 44 |
| | Call back | Clause 77.10 |
| 2017 EA | Minimum engagement period | Clause 22.1(d) Clause 22.2(a) Clause 22.3(a) Clause 27.5(b) |
| | Casual penalty rates (Saturday, Sunday and Public Holidays) | Clause 28.5(d) |
| | Overtime | Clause 76.5 |
| | Shift work penalties | Clause 77 |
| | Kilometrage | Clause 31.5(b) |
| | Availability allowance | Clause 31.11 |
| | First aid allowance | Clause 31.12 |
| | Higher duties allowance | Clause 39 |
| | Call back | Clause 76.10 |
| | Personal/Carer's leave | Clause 48 |
| | Scheduled Remuneration Increases | Clause 25(a) and Clause 38 |
| | Academic working arrangements | Clause 26.2 Clause 27.4 |
| | Termination payments | Clause 60 Clause 62 |

| | | |
|----------------|---|---|
| | | Clause 63 Clause 87 Clause 88 |
| | Qualification and Activity based rates | Schedule 1, Schedule 2, Schedule 3, Schedule 4 |
| 2021 EA | Minimum engagement period | Clause 19.5 Clause 19.8(a) Clause 19.9(a) Clause 36.5(b) |
| | Overtime | Clause 25.5 |
| | Shift work penalties | Clause 26 |
| | Casual penalty rates (Saturdays, Sundays and public holidays) | Clause 37.5(d) |
| | Availability allowance | Clause 40.11 |
| | First Aid allowance | Clause 40.12 |
| | Higher Duties Allowance | Clause 48 |
| | Scheduled Remuneration Increases | Clause 34 Clause 47 |
| | Academic working arrangements | Clause 35.2 |
| | Termination payments | Clause 80 Clause 82 Clause 83 |
| | Qualification and Activity based rates | Schedule 1, Schedule 2, and Schedule 3 |
| | Personal/Carer's Leave | Clause 58.3 |

ATTACHMENT B – EMPLOYEE NOTIFICATION

Dear <insert name >

As you have already been made aware, on 10 September 2021, University of Tasmania (**UTAS**) (ABN 30764374782) voluntarily disclosed contraventions of the *Fair Work Act 2009* (Cth) (**FW Act**) to the Fair Work Ombudsman (**FWO**).

The errors identified relate to underpayment and breach of record keeping obligations under the FW Act with varying impacts for individual staff members.

UTAS has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws. UTAS will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance, such as commissioning an independent audit of employee entitlements.

If you have queries or questions relating to your employment, please contact either of the following:

- UTAS directly, through our enquiry line on 1800 955 886 or 03 6226 6292
- the hotline being operated by the National Tertiary Education Union:
 - National Office – (03) 8627 6200 or national@nteu.org.au
 - Tasmania – 03 6226 7575 or tas@nteu.org.au

Either of these hotlines can also be contacted on a confidential basis if required.

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

Yours sincerely

<Employer name