

ENFORCEABLE UNDERTAKING

This undertaking is **given** by the University of New South Wales and **accepted** by the Fair Work Ombudsman pursuant to section 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 New South Wales (ABN 57 195 873 179) (**UNSW**).

COMMENCEMENT

2. The Undertaking comes into effect when:
 - a) the Undertaking is executed by UNSW; and
 - b) the FWO accepts the Undertaking so executed (as evidenced by the FWO's endorsement in clause 20 below) (**Commencement Date**).

BACKGROUND

3. UNSW is a public university incorporated by the *University of New South Wales Act 1989* (NSW). UNSW is comprised of the following faculties and divisions, all of whom employ some staff on a casual basis.

Faculties

- UNSW Business School
- Faculty of Science
- Faculty of Engineering
- Faculty of Law & Justice
- Faculty of Medicine & Health
- Faculty of Arts, Design & Architecture
- UNSW Canberra

Divisions

- Division of Education and Student Experience
- Division of Academic Quality

- Division of Research & Enterprise
- Division of Vice Chancellor & President
- Division of Societal Impact, Equity & Engagement
- Division of Operations

As at November 2025, UNSW employed approximately 16,240 staff, including staff with multiple engagements. 4,181 employees have a casual academic engagement and 4,773 employees have a casual professional engagement.

- UNSW 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).
- In June 2020 and November 2020, UNSW notified the FWO of potential non-compliance with its obligations relating to academics employed on a casual basis in the UNSW Business School under the:
 - University of New South Wales (Academic Staff) Enterprise Agreement 2018 (2018 Academic Agreement)*, which applied to UNSW and its academic employees from 15 April 2019 to 9 November 2023;
 - UNSW Australia (Academic Staff) Enterprise Agreement 2015 (2015 Academic Agreement)*, which applied to UNSW and its academic employees from 13 August 2015 to 14 April 2019; and
 - University of New South Wales (Academic Staff) Enterprise Agreement 2011 (2011 Academic Agreement)*, which applied to UNSW and its academic employees from 23 September 2011 to 12 August 2015,

(collectively, **Academic Agreements**),

in relation to the period from January 2014 to December 2019.

Casual Academic Staff Remediation Review

- On 1 June 2020, UNSW notified the FWO it was conducting a review of payments made to

all current and former casual academic staff members in UNSW Business School with the intention to include other faculties (**Casual Academic Staff Remediation Review**), for the period from January 2014 to December 2019. The scope of the Casual Academic Staff Remediation Review included a review of the payments to all current and former academic casual employees for compliance with the FW Act and Academic Agreements. In April 2020, UNSW engaged Deloitte Australia (**Deloitte**) to review the assumptions and methodology in the Casual Academic Staff Remediation Review.

7. On 1 June 2020, in its initial notification, UNSW informed the FWO it had established a project team to review potential non-compliance with its obligations to casual academic staff members within the UNSW Business School. On 30 November 2020, UNSW indicated to the FWO its intention to extend the review period to include up to December 2020. UNSW confirmed it had progressed its review of the UNSW Business School and had commenced the Casual Academic Staff Remediation Review (starting with the Faculty of Science and to be followed by several Schools in the Faculty of Engineering and the Faculty of Arts, Architecture and Design). In its correspondence on this date, UNSW committed to reviewing its obligations in relation to all current and former casual academic staff for every Faculty, progressing on a faculty-by- faculty basis, for the period 1 January 2014 to 31 December 2020 (**Original Review Period**).
8. On 27 March 2023, UNSW notified the FWO it had extended the scope of the Casual Academic Staff Remediation Review to include:
 - a) the period from 1 January 2021 to 31 May 2021;
 - b) an additional sub-stream of work investigating whether casual academic employees paid at the 'demonstration and other duties rate' for the delivery of a demonstration or other practical class were actually conducting tutorials and hence should have received the tutorial rate of pay (**Class Characterisation Sub-Stream**); and
 - c) the implementation of an interim package of measures to ensure that all time worked by casual academic staff had been captured correctly.
9. On 30 August 2024, UNSW advised it had further extended the scope of the Casual Academic Staff Remediation Review to include the period from 1 June 2021 to 15 December 2023, i.e. to cover the period 1 January 2021 to 15 December 2023 (the

Extended Review Period). This Extended Review Period resulted from the discovery of additional underpayments owing to some casual academic employees in the Faculty of Law & Justice and the Faculty of Science. As a result, the Casual Academic Staff Remediation Review included a review of compliance with the *University of New South Wales (Academic Staff) Enterprise Agreement 2023 (2023 Academic Agreement)*, which applied to UNSW and its academic employees from 10 November 2023.

10. The Casual Academic Staff Remediation Review involved the following:
 - a) investigating (through data and document reviews, analysis of payments made to casual academic staff, and meetings and interviews with relevant UNSW staff) the past practices of each faculty and school to determine whether:
 - i) there was a failure to pay a casual academic who has full or majority course coordination duties the relevant lecture rate for any tutorial delivery;
 - ii) a casual academic was paid the relevant repeat rate for tutorials and lectures even where a tutorial was not a repeat tutorial;
 - iii) there was a failure to pay casual academics for meetings, course coordination and consultation with students not contemporaneous to tutorials where that work had been required to be performed. It was incorrectly assumed to be included as associated working time attached to a lecture or tutorial;
 - iv) there was a failure to pay the PhD rate to casual academics who have a PhD in accordance with the requirement of the Academic Agreements;
 - v) marking performed by casual academics outside tutorials was incorrectly treated as part of the associated working time attached to the tutorial rate referred to as 'in-load marking';
 - vi) there were incorrect payments for exam supervision engaged in by casual academics who had not been separately and properly engaged under the *UNSW Australia (Professional Staff) Enterprise Agreement 2015 (2015 Professional Agreement)*, the *University of New South Wales (Professional Staff) Enterprise Agreement 2018 (2018 Professional Agreement)* and the *University of New South Wales (Professional Staff) Enterprise Agreement 2023*

(2023 Professional Agreement) (together, **Professional Agreements**);

- vii) there was a failure to pay increases in rates payable under the Academic Agreements in some instances where the fortnightly pay periods used by UNSW's payroll system did not align with the fortnightly teaching periods used in the Casual Teaching Planner (CTP);
- viii) there was a failure to pay marking at an hourly rate for all work required to be performed outside of a tutorial or lecture;
- ix) there was incorrect classification of educational delivery as a tutorial where it was a primary form of educational delivery, not a supplementary form of educational delivery;
- x) there was a failure by faculties to accurately record hours to be worked in the CTP and, failure to update the CTP and/or applicable tool for scheduling tutorials and lectures for changes in hours worked and classes scheduled, meaning that casual academics were not paid for the correct numbers of hours worked; and
- xi) undertaking a remediation process, where it is identified that underpayments have occurred, to quantify and repay the underpayments and notify the current and former employees who have been affected.

Practices identified to date

11. As at 31 March 2026, UNSW has completed the Original Review Period, and is undertaking work on the Extended Review Period, of the Casual Academic Staff Remediation Review. These reviews, in addition to the Class Characterisation Sub-Stream, found that contraventions of the Academic Agreements and FW Act occurred, as outlined in clause 21 below and Attachment A, and have identified 11,119 affected casual employees that have been underpaid a total of \$24,526,443.57 (including superannuation and interest). At the Commencement Date, \$23,197,207.98 has already been paid to 9,455 affected former and current employees, with \$1,329,235.59 yet to be paid.

Casual Academic Staff Remuneration Review – Remediation to date

12. As at 31 March 2026, UNSW has identified the underpayment, interest and

superannuation amounts set out in columns 3, 4 and 5 respectively in the table below and has remediated the amounts set out in column 6:

Sub-stream	No of EEs affected	Quantum of underpayments validated (inclusive of interest and superannuation)	Interest	Superannuation Amount (inclusive of interest on superannuation)	Remediated as at 31 March 2026
Casual Academic Staff Remediation Review (Original Review Period)	6,741	\$11,657,852.81	\$236,777.57	\$1,372,486.16	\$11,350,314.63
Casual Academic Staff Remediation Review (Extended Review Period)	3,043	\$4,895,149.35	\$862,093.85	\$548,909.41	\$4,285,311.56
Class Characterisation (1 January 2014 – 15 December 2023)	1,335	\$7,973,441.41	\$2,091,755.11	\$975,387.51	\$7,561,581.79
Total	11,119	\$24,526,443.57	\$3,190,626.53	\$2,896,783.08	\$23,197,207.98

Wider Compliance Review

13. In March 2023, UNSW commenced a wider compliance review encompassing all other

employees, including its professional employees, to identify potential areas of non-compliance under the Academic Agreements, the 2023 Academic Agreement and the Professional Agreements (together, the **Agreements**) during the period from 26 February 2016 to 15 December 2023 (**Wider Compliance Review**).

14. The Wider Compliance Review includes UNSW's review of:
 - a) minimum rates of pay for professional employees and fixed-term and continuing academic employees;
 - b) consequential impacts of the minimum rates review;
 - c) overtime for casual professional staff;
 - d) allowances;
 - e) shift loadings for professional employees;
 - f) long service leave for casual staff; and
 - g) employee claims and investigations.

15. As at 31 March 2026, UNSW has progressed its Wider Compliance Review to identify \$8,183,678.55 (including superannuation and interest) owing to 31,858 affected employees.

Wider Compliance Review – Remediation to date

16. As at 31 March 2026, UNSW has identified the underpayment, interest and superannuation amounts set out in columns 3, 4 and 5 respectively in the table below and has remediated the amounts set out in column 6:

Sub-stream	No of EEs affected	Quantum of underpayments validated (inclusive of interest and superannuation)	Interest	Superannuation Amount (inclusive of interest on superannuation)	Remediated as at 31 March 2026
Minimum Rates – Professional staff and Fixed-	26,943	\$4,504,298.41	\$948,109.15	\$886,284.09	\$3,989,259.10

term and Continuing Academic staff					
Consequential impacts of minimum rates	3120	\$566,763.61	\$136,593.68	\$90,701.97	\$510,181.46
Overtime – Casual Professional Staff	782	\$225,985.66	\$57,547.56	\$4,028.22	\$202,643.46
Allowances	139	\$50,693.37	\$13,491.58	\$1,233.65	\$47,450.86
Employee claims and investigations ¹	874	\$2,835,937.50	\$577,643.12	\$306,698.22	\$2,825,216.15
Total	31,858	\$8,183,678.55	\$1,733,385.09	\$1,288,946.15	\$7,574,751.03

Total remediation and acknowledgements

17. At 31 March 2026, the total remediation amount identified by UNSW to be paid to affected employees in the Casual Academic Staff Remediation Review during the period from 1 January 2014 to 15 December 2023 and the Wider Compliance Review during the period from 26 February 2016 to 15 December 2023 (**Affected Employees**) is \$32,710,122.12 (including superannuation and interest), with \$30,771,959.01 paid to 19,026 current and former employees, and \$1,938,163.11 yet to be paid.
18. The FWO acknowledges UNSW's engagement with the FWO following the self-report, the notification of the Casual Academic Staff Remediation Review and the Wider Compliance Review, and its provision of regular updates and documents including methodologies outlined in the Remediation Reports for each school in each faculty at UNSW for the Casual

¹ Employee claims are managed by a dedicated team within the Wider Compliance Review team but are not limited by the end date of the Wider Compliance Review.

Academic Staff Remediation Review.

19. The FWO further acknowledges UNSW's commitment to establish and implement systems and processes across UNSW to avoid similar contraventions recurring under the 2023 Academic Agreement and the 2023 Professional Agreement.
20. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

ADMISSIONS

21. The FWO has a reasonable belief, and UNSW admits, that during the Casual Academic Staff Remediation Review and the Wider Compliance Review, UNSW contravened:
 - a) section 50 of the FW Act by failing to pay each of the Affected Employees the amount(s) to which that employee was entitled under the Agreements;
 - b) section 535(1) of the FW Act, by failing to make and keep records required by the *Fair Work Regulations 2009* (Cth) (**FW Regulations**) in relation to the Affected Employees; and
 - c) section 536(2) of the FW Act, by issuing pay slips to the Affected Employees which failed to include content required by the FW Regulations,as set out in **Attachment A**.
22. In addition to the matters set out in clause 21 above, the FWO and UNSW agree that it is the intention of the parties that they enter into a written addendum to this Undertaking from UNSW in relation to any further contraventions, in the circumstances set out in **Attachment B** 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 within 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 an Addendum are taken to be part of the

contraventions of sections 50, 535(1), and 536(2) of the FW Act set out in clause 21 above (Admissions clause) and **Attachment A**; and

- d) any employee affected by a contravention specified in an Addendum is taken to be an 'Affected Employee' within the meaning of clause 21 above (Admissions clause).

23. For the avoidance of doubt, this Undertaking is not given in relation to contraventions of sections 535(1) and 536(2) of the FW Act pleaded by the FWO in an Amended Statement of Claim filed on 29 July 2024, and admitted by UNSW in an Amended Defence filed on 30 July 2024, in legal proceedings commenced by the FWO against UNSW in the Federal Circuit and Family Court of Australia (Division 2) on 25 September 2023 (Matter No. SYG1512 of 2023), concerning the 63 employees identified at Appendix A of the Amended Statement of Claim in relation to the period from 26 September 2017 to 7 November 2022 (for the individual periods listed in those pleadings). Those proceedings were finalised on 24 December 2025.

24. For the avoidance of doubt, except to the extent the FWO and UNSW agree otherwise in accordance with a specific Addendum made under clause 22 above, this Undertaking is also not given in relation to:

- a) any contraventions which relate to or arise as a consequence of UNSW failing to correctly apply the Agreements to any employee who is not an Affected Employee;
- b) any contraventions which relate to or arise because of any failure by UNSW to correctly apply the Agreements to an Affected Employee, other than those set out in clauses 21 and 22 above;
- c) any contraventions affecting an Affected Employee which are not a contravention of section 50 of the FW Act in relation to a clause of one of the Agreements, or a contravention of sections 535(1) or 536(2) of the FW Act;
- d) any contraventions which relate to or arise as a consequence of UNSW failing to correctly apply the Agreements to any Affected Employee which:
 - i) occurred other than in the employee's capacity as an Affected Employee; or
 - ii) occurred outside the Casual Academic Staff Remediation Review and the Wider Compliance Review; or

- e) any contraventions which have not yet occurred as at the Commencement Date.

UNDERTAKINGS

- 25. Upon commencement of this Undertaking, UNSW will take the actions set out at clauses 26 to 78 below (inclusive).

Schedule

- 26. No later than 7 days prior to the anticipated Commencement Date, UNSW will give the FWO a schedule which contains a list of the Affected Employees (**Schedule**). UNSW will give the FWO an updated Schedule every 90 days, until:
 - a) all employees affected by the Casual Academic Staff Remediation Review and Wider Compliance Review have been remediated and/or their underpayment amounts have been paid to the Commonwealth of Australia in accordance with section 559 of the FW Act; or
 - b) the FWO advises UNSW in writing otherwise.
- 27. The Schedule will:
 - a) list in Column A of the Schedule the last and first names of the Affected Employees;
 - b) list in Column B of the Schedule the total underpayment amount owed to each Affected Employee;
 - c) list in Column C of the Schedule the amount of any superannuation payable on the underpayment amount (including the Interest Amount (as defined in the Dictionary) on that superannuation amount) to each Affected Employee;
 - d) list in Column D of the Schedule the Interest Amount payable on the underpayment amount owed to each Affected Employee;
 - e) mark with a 'yes' in Column E of the Schedule any Affected Employee who has received a remediation payment of the underpayment amount and Interest Amount referred to in clauses 27(b) and (d) above;
 - f) mark with a 'yes' in Column F of the Schedule any Affected Employee who has received a remediation payment of a superannuation amount (including the Interest Amount payable on that superannuation amount) referred to in clause 27(c) above;

- g) list in Column G of the Schedule the sub-stream that the underpayment amount is related to;
- h) for any second and subsequent versions of the Schedule provided to the FWO:
 - i) list the totals of any additional payments made by UNSW to each Affected Employee in Column H of the Schedule (underpayment amount, superannuation amount or Interest Amount) since the previous version, so that the FWO is able to confirm monies paid to Affected Employees every 90 days; and
 - ii) ensure that any additions or changes to the Schedule (including but not limited to those in clause 27(h)(i) above are clearly highlighted or marked-up by UNSW.

28. No later than 7 days prior to the anticipated Commencement Date, UNSW will also provide a list of each of the clauses of the Agreements that have been contravened in each sub-stream within the Casual Academic Staff Remediation Review and the Wider Compliance Review.

Remediation of underpayments

29. Within 28 days of the Commencement Date, UNSW will provide to the FWO Reasonable Evidence that:
- a) all underpayments arising from the Casual Academic Staff Remediation Review and the Wider Compliance Review have been calculated and either identified to be paid by the designated dates outlined in clauses 30 and 31 below, or repaid in full, to Affected Employees who are current employees, and Affected Employees who are former employees who are not established as uncontactable. This includes the underpayment amount, Interest Amount and superannuation amount; and
 - b) the Reasonable Steps have been taken by UNSW to locate and pay any uncontactable Affected Employees who are former employees.
30. By no later than 12 March 2027, UNSW will provide to the FWO Reasonable Evidence that:
- a) all underpayments arising from the Casual Academic Staff Remediation Review have been repaid in full, to Affected Employees who are current employees, and Affected

Employees who are former employees and can be located. This includes the underpayment amount, Interest Amount and superannuation amount and the date on which the payment to the Affected Employees has been made; and

- b) in respect of rectification of underpayments arising from the Casual Academic Staff Remediation Review, the Reasonable Steps have been taken by UNSW to locate and pay any uncontactable Affected Employees who are former employees.

31. By no later than 30 June 2027, UNSW will provide to the FWO Reasonable Evidence that:

- a) all underpayments arising from the Wider Compliance Review have been repaid in full, to Affected Employees who are current employees, and Affected Employees who are former employees and can be located. This includes the underpayment amount, Interest Amount and superannuation amount and the date on which the payment to the Affected Employees has been made; and
- b) in respect of rectification of underpayments arising from the Wider Compliance Review, the Reasonable Steps have been taken by UNSW to locate and pay any uncontactable Affected Employees who are former employees.

32. If any Affected Employees who are former employees cannot be located within 35 days of the Commencement Date, UNSW will pay the underpayment amounts owing to those employees to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act within a further 60 days. UNSW 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 former employee who is an Affected Employee and who has had payments made by UNSW under section 559 of the FW Act in accordance with clauses 30 and 31 above, with the consent of the Affected Employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify UNSW in writing of the name and contact details of the Affected Employee. Within 14 days of UNSW receiving any such notice, and provided that UNSW has received details of the employee's current bank account, tax status and superannuation fund, UNSW will:

- a) pay to the relevant Affected Employee the Interest Amount on the amount already paid by UNSW to the Commonwealth of Australia in respect of that Affected employee; and

- b) pay to the relevant Affected Employee's nominated superannuation fund an amount equal to the amount that would have been required by law, had UNSW paid the underpayment amount directly to the Affected Employee.

Methodologies, assumptions, progress and rectification under the Casual Academic Staff Remediation Review and Wider Compliance Review

- 34. Within 28 days of the Commencement Date, where not already provided, UNSW will provide the FWO with its methodologies and assumptions in respect of payments made or identified to be paid as part of the Casual Academic Staff Remediation Review and Wider Compliance Review set out at clauses 12 and 16 above.
- 35. UNSW agrees:
 - a) that the FWO may request, and UNSW will provide within such reasonable period specified by the FWO, such information or evidence as is required for the FWO to assess the accuracy of any part of the Casual Academic Staff Remediation Review and Wider Compliance Review;
 - b) that the FWO may make recommendations to UNSW on the methodologies, assumptions, or interpretations, relevant to the Casual Academic Staff Remediation Review and Wider Compliance Review; and
 - c) to consider and take into account the FWO's recommendations made under clause 35(b) above.
- 36. UNSW will regularly, and no less than bi-monthly, report to the FWO on the progress of the Casual Academic Staff Remediation Review and Wider Compliance Review, including any significant changes to assumptions, methodology or interpretations.
- 37. If during and/or at the completion of the Casual Academic Staff Remediation Review and Wider Compliance Review any underpayments to any current or former employees are identified, UNSW will:
 - a) within 30 days of confirmation of the underpayments, give the FWO a schedule list of employees identified as being affected by an underpayment identified in the Casual Academic Staff Remediation Review and Wider Compliance Review. The schedule will comply with the same requirements as set out in clauses 26 and 27



above in relation to affected employees, including the requirement to provide versions of the schedule every 90 days thereafter (or until the FWO advises UNSW in writing otherwise);

- b) within 90 days of providing the schedule to the FWO, submit for processing any underpayments identified (along with an Interest Amount and any applicable superannuation amount) and provide to the FWO evidence of such. The extension of time procedure in clauses 73 to 74 of this Undertaking apply where UNSW seeks to agree a different timeframe;
- c) if any former employees identified in the Casual Academic Staff Remediation Review and the Wider Compliance Review as having underpayments owing to them cannot be located within 180 days of UNSW providing the schedule list referred to at paragraph 37(a) above to the FWO, UNSW will pay the underpayment amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act within a further 60 days. UNSW will complete the required documents supplied by the FWO for this purpose; and
- d) in the event that the FWO is able to locate and contact any former employee to whom underpayments are owed and who has had payments made by UNSW under section 559 of the FW Act in accordance with sub-clause 37(c) above, with the consent of the former employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify UNSW in writing of the name and contact details of the former employee. Within 28 days of UNSW receiving any such notice, and provided that UNSW has received details of the employee's current bank account, tax status and superannuation fund, UNSW will:
 - i) pay to the former employee the Interest Amount on the amount already paid by UNSW to the Commonwealth of Australia in respect of that employee; and
 - ii) pay to the former employee's nominated superannuation fund an amount equal to the amount that would have been required by law, had UNSW paid the underpayment amount directly to the relevant employee.
- e) if UNSW is unable to meet the obligations set out in clauses 37(a) to (d) above, it must notify the FWO as soon as reasonably practicable and provide the FWO with a

proposed payment timetable.

Completion of the Casual Academic Staff Remediation Review and the Wider Compliance Review

38. By no later than 270 days from the Commencement Date, UNSW will complete the Casual Academic Staff Remediation Review and Wider Compliance Review.
39. As soon as possible, and no later than 14 days after it completes the Casual Academic Staff Remediation Review and Wider Compliance Review, UNSW will notify the FWO of completion of the Casual Academic Staff Remediation Review and Wider Compliance Review.

Systems Improvements, Training and Progress Towards Sustainable Pay Confidence

System and process improvements

40. Since the Casual Academic Staff Remediation Review commenced, UNSW has implemented the following systems improvements and/or training aimed at enhancing compliance, including:
 - a) in May 2021, UNSW introduced an 'Interim Timesheet' solution so that casual academics could review duties and hours (and submit variations) prior to payment;
 - b) in January 2022, a Casual Administration Team was created within the UNSW People & Culture Team, which currently consists of 12 FTE specialists who act as a quality assurance function to oversee all casual recruitment and support compliance with legislative requirements;
 - c) in July 2022, a new team (now named the Quality and Compliance Team) was created to develop support materials for People & Culture and to oversee new compliance measures. This team now undertakes compliance monitoring;
 - d) in Term 3 2022, casuals for all faculties (except UNSW Business School and the Faculty of Engineering) were launched into the UniHire system to centralise and standardise the manner in which casual employees are engaged;
 - e) in January 2023, two education modules were introduced for staff involved in the recruitment, supervision and payment of casual staff - 'Engaging Casual Academic

staff' and 'Engaging Casual Professional staff'. A mandatory competency assessment is required to be completed every 12 months with a pass mark of 100%;

- f) in March 2023, the Quality and Compliance team began monitoring pay compliance, including periodically validating payments against entitlements and tracking trends over exceptions and root-cause investigation;
- g) in August 2023, casuals engaged to work in the faculties of UNSW Business School and the Faculty of Engineering went live into the UniHire System;
- h) in May 2024, two additional education modules were introduced for Managers – 'Compliance Obligations for Managers of Professional Employees' and 'Compliance Obligations for Managers of Academic Employees' (fixed-term and continuing Academic staff) – a mandatory competency assessment is required to be completed every 12 months with a pass mark of 100%;
- i) in July 2024, UNSW created the Contingent Workforce Business Partnering team to support the UNSW contingent workforce, with a focus on casual employees;
- j) through 2024 and 2025, UNSW launched the PeopleSoft time and attendance system (myTimesheet) to multiple cohorts to allow for time-based claims for continuing/fixed-term employees, including overtime and time-off in-lieu, and positive time reporting claims for casual professional and academic employees; and
- k) in July 2025 UNSW launched "Accountability in Action", a program to train senior leaders to be compliance advocates and provide them with additional tools and resources to support wage compliance. This has included interactive sessions focused on legal obligations and practices to ensure sustainable pay compliance and training in the use of resources provided by the Quality and Compliance Team.

41. Within 120 days of the Commencement Date, UNSW will have commenced or completed (as the case may be) the implementation of the following systems improvements and/or training to ensure future compliance with Workplace Laws and will:

- a) deliver educational programs and mandatory training to all staff involved in the recruitment, supervision and payment of casual academic and professional staff, with a requirement that it be completed at least every 12 months. This includes the

continuation and continuous development of 'Engaging Casuals' and 'Engaging Casual Professionals' Training modules and competency assessments, the Compliance Obligations for Managers of Professional Employees and Compliance Obligations for Managers of Academic Employees (fixed-term and continuing Academic staff) training modules and competency assessments (howsoever described);

- b) complete implementation of the PeopleSoft time and attendance system (myTimesheet) across all staff cohorts except as notified to the FWO, with any such notification to include the number of impacted staff in each Faculty and their positions. UNSW will provide a written report to the FWO and the FWO will review the compliance risks and controls associated with the PeopleSoft time and attendance system (myTimesheet). UNSW commits to consider and take into account any FWO recommendations made within a reasonable timeframe; and
- c) provide evidence to the FWO of implemented systems, process improvements and training to ensure ongoing and future compliance with its obligations under the FW Act and any industrial instruments.

42. UNSW will provide to the FWO Reasonable Evidence of UNSW's compliance with clauses 41(a) to (c) above every six months from the Commencement Date until the completion of the Casual Academic Staff Remediation Review and the Wider Compliance Review. In relation to clause 41(a) above, UNSW will additionally provide to the FWO Reasonable Evidence of the following:

- a) dates on which the training was, or will be, provided or, for modules requiring a competency assessment, the date that assessment was completed;
- b) the frequency at which future training will be provided or, for modules requiring a competency assessment, an updated competency assessment is required to be completed;
- c) position titles of employees who have completed, or will complete, the training or competency assessment;
- d) total number of employees who have completed, or will complete, the training or competency assessment; and

- e) the timeframe within which new employees responsible for the management of employees will be provided with the training or be required to complete a competency assessment.

Claims and review mechanism

- 43. On 2 August 2023, UNSW established an employee advocate platform as a confidential claims and review mechanism for employees who do not believe they have received their correct entitlements (**Employee Advocate Platform**).
- 44. UNSW has established communication channels for employees including:
 - a) in June 2020, a 'Casual Academic Inbox' (hrcasuals@unsw.edu.au) (**Casual Academic Inbox**);
 - b) in July 2024, a 'General Remediation inbox' (hrremediationteam@unsw.edu.au) (**General Remediation Inbox**); and
 - c) in July 2024, a 'Pay Queries Inbox' (email address payqueries@unsw.edu.au) (**Pay Queries Inbox**).
- 45. The email addresses referred to at clause 44 above have been monitored and managed by UNSW's People & Culture Team.
- 46. UNSW will maintain communication channels for employees to raise pay related claims and ensure these channels continue to operate during the Casual Academic Staff Remediation Review and Wider Compliance Review, and will ensure such channels are maintained for a period of at least three months after the Casual Academic Staff Remediation Review and Wider Compliance Review have been finalised.
- 47. UNSW will ensure that the email address of the Employee Advocate Platform is included in the all-staff email and Intranet Notice referred to at clause 54 below, and promote the existence of the Employee Advocate Platform via UNSW's external and internal internet sites.
- 48. UNSW will issue written guidance to all decision makers under the terms of the Employee Advocate Platform detailing UNSW's approach to assumptions and expectations in regard to resolving pay claims. Where there is a lack of records to determine an employee's entitlements, or ambiguity as to the interpretation of the Agreements to be applied and a

lack of clear university policy as to the interpretation to be applied, UNSW will, where reasonably practicable, apply employee-favourable assumptions to resolve any ambiguity or uncertainty.

49. UNSW will notify the FWO quarterly of any claims or queries raised by a current or former employee relating to the accuracy, calculation or application of a pay-related entitlement under Workplace Laws (including the Agreements), or related to employee recordkeeping or pay slips under Workplace Laws (including the Agreements), received via the communication channel referred to in clauses 43 and 44 above, including but not limited to the general subject matter of such claims or queries, the resolution of any claims, and details of payments made as a result of any claim being upheld (on a de-identified basis).
50. UNSW will establish and maintain, via the People and Culture Team, centralised oversight of any claim covered by clause 49 above to ensure consistent management and outcomes.
51. Where appropriate, the FWO will notify UNSW within 14 days of any request for assistance being received by the FWO relating to a contravention the subject of this Undertaking, where the FWO identifies that the Employee Advocate Platform or other communication channels maintained by UNSW under clauses 43 and 44 above has not first been applied. Where appropriate, the FWO will take no further action in relation to such a request for assistance until the Employee Advocate Platform has been used.
52. Within three months of the initial notification to the FWO of a claim covered by clause 46 above, UNSW will provide to the FWO information regarding the progress and/or outcome of any claim and/or review made under the relevant communication channel. UNSW will also provide, within a reasonable period specified by the FWO, any such further Reasonable Evidence requested to satisfy itself that UNSW has met its obligations with respect to employees who raise a claim via the relevant communication channel.
53. UNSW undertakes to cooperate fully with the FWO in relation to any request for assistance received from an employee by the FWO relating to a contravention the subject of this Undertaking, where the employee does not consider the claim has been suitably addressed through the measures referred to above at clauses 43 to 52 above.

Communications to Employees about Enforceable Undertaking

54. Within 14 days of the Commencement Date, but not before the FWO publishes a media

release on its website in respect of this Undertaking, UNSW will:

- a) place a notice on the home page of its staff Intranet ('myUNSW' at <https://my.unsw.edu.au>) notifying employees of the existence and commencement of this Undertaking in a form of **Attachment C (Intranet Notice)**; and
- b) issue an all-staff email in a form of **Attachment D**, notifying employees of the existence and commencement of this Undertaking.

55. UNSW must ensure the Intranet Notice remains on the home page of its staff intranet site for a period of 28 continuous days.
56. UNSW will, within 28 days of the FWO publishing a media release on its website in respect of this Undertaking, write to former Affected Employees using last known contact details, notifying them of the commencement of the Undertaking, in the terms set out in the Intranet Notice.
57. If requested by the FWO, UNSW will provide to the FWO Reasonable Evidence of UNSW's compliance with clauses 54 to 56 above.

External Independent Compliance Audit

58. UNSW 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 up to two independent audits of UNSW's compliance with the FW Act, the FW Regulations and any industrial instrument that applies to UNSW and its employees and is in place during the periods set out in clauses 61(a) and 61(b) below (**Compliance Audits**).
59. UNSW must consider and advise the FWO 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 and technical expertise; and
 - c) the External Independent Auditor's experience and any actual, perceived or potential conflicts of interest, and whether the External Independent Auditor has

appropriate arrangements to manage these.

60. UNSW agrees that it will obtain the FWO's approval in writing:

- a) before engaging the External Independent Auditor, and the FWO may request that UNSW use a different External Independent Auditor than one nominated by UNSW;
- b) before settling on an audit methodology, and the FWO may request that UNSW use a different methodology.

61. UNSW agrees that:

- a) the **first** Compliance Audit:
 - i) will assess 3% of all employees to whom any enterprise agreement applying to employees of UNSW that is in force during the period of the respective Compliance Audit applies, across a range of classifications, locations, faculties and schools, employment types (full time, part time and casual employment), and types of both academic and professional employees, during the relevant audit period (**First Sampled Employees**) in respect of their employment by UNSW;
 - ii) will examine two full pay periods falling within the period spanning from eighteen (18) to twenty one (21) months after the Commencement Date; and
 - iii) will commence by no later than twenty three (23) months after the Commencement Date;
- b) the **second** Compliance Audit which will be undertaken only where the FWO identifies any Systemic Contravention from the first written report of the Compliance Audit (**Compliance Audit Report**):
 - i) will assess 4% of all employees to whom any enterprise agreement applying to employees of UNSW that is in force during the period of the respective Compliance Audit applies, across a range of classifications, locations, faculties and schools, employment types (full time, part time and casual employment), and types of both academic and professional employees, during the relevant audit period (**Second Sampled Employees**) in respect of their employment by UNSW;

- ii) will examine two full pay periods falling within the period spanning from twenty-eight (28) to thirty-one (31) months after the Commencement Date of this Undertaking; and
 - iii) if required, will commence by no later than thirty-three (33) months after the Commencement Date;
- c) both the first and second Compliance Audits (where applicable):
- i) will assess whether the pay and conditions of each of the First Sampled Employees and/or Second Sampled Employees during the relevant audit period are compliant with the FW Act and any industrial instrument that applies to UNSW and its employees and is in place during the periods set out in clauses 61(a) and 61(b) above (as applicable), and that pay slip and record keeping requirements are compliant with the FW Act and the FW Regulations;
- d) it will use its best endeavours to ensure that the External Independent Auditor:
- i) within 160 days 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. UNSW will direct the External Independent Auditor to not provide the draft report, or a copy of the same, to UNSW without the FWO's approval. UNSW will be given the opportunity to review the draft written report for the sole purpose of providing standard management responses to ensure there are no factual inaccuracies. Any such comments will be submitted through the External Independent Auditor for consideration in the final report, and must be set out in full in the final report, whether or not implemented;
 - ii) within 30 days of the FWO providing any comments on the draft report to the External Independent Auditor, finalises the Compliance Audit and provides the Compliance Audit Report directly to the FWO. UNSW will direct the External Independent Auditor to not provide the Compliance Audit Report, or a copy of the same, to UNSW without the FWO's approval. UNSW will be provided with a copy of the Compliance Audit Report promptly following FWO's receipt of it; and

iii) includes in the Compliance Audit Report the following declarations from the External Independent Auditor:

- (1) the External Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;
- (2) an undertaking that, notwithstanding that the External Independent Auditor is retained by UNSW, it has acted independently, impartially, objectively and without influence from UNSW in preparing the report;
- (3) the report is provided in accordance with applicable professional standards (which will be listed in the report); and
- (4) the report is provided to the FWO for its benefit and the FWO can rely on the report.

62. If the Compliance Audit Report identifies any underpayments to any current or former employees, UNSW will:

- a) within 180 days of receipt of the Compliance Audit Report, complete rectification of any underpayments identified in the relevant audit period in relation to the First Sample Employees and/or Second Sample Employees, and provide evidence of such rectification to the FWO;
- b) if any former employees identified in the Compliance Audit as having underpayments owing to them cannot be located within 180 days of UNSW receiving the Compliance Audit Report, 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. UNSW will complete the required documents supplied by the FWO for this purpose;
- c) in the event that the FWO is able to locate and contact any former employee to whom underpayments are owed and who has had payments made by UNSW under section 559 of the FW Act in accordance with clause 62(b) above, with the consent of the former employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify UNSW in writing of the name and contact details of the former employee. Within 28 days of receiving any such notice, UNSW will pay to the former employee's nominated superannuation fund an amount equal to the amount that

would have been required by law, had UNSW paid the underpayment amount directly to the relevant employee; and

- d) cause a separate review (**Additional Audit**) into whether any current or former employees not identified in the Compliance Audit would also have underpayments owing to them of the kind identified in the Compliance Audit Report, and, if so, undertake the rectification steps at sub-clauses 62(a) to (c) above.

63. If requested by the FWO, UNSW will provide the FWO with all records and documents used to conduct the Compliance Audit (including any Additional Audit) within 30 days of such a request.

Governance Obligations

64. UNSW is governed by a council of 15 members led by, and including, the Chancellor (**Council**). UNSW's governance is supported by a committee structure, which currently includes six committees.

65. UNSW will:

- a) ensure that the Council are notified of this Undertaking and any future Systemic Contraventions of Workplace Laws identified during the Duration of this Undertaking. Any Systemic Contraventions of Workplace Laws identified during the Duration of this Undertaking and reported to the Council will include information on how and when the contravention has been or will be rectified;
- b) include standing agenda items for all UNSW Remuneration and People Committee meetings to discuss and address:
 - i) compliance with UNSW's obligations pursuant to this Undertaking, including reporting on the implementation and accuracy of any process (however described) pursuant to this Undertaking;
 - ii) compliance with UNSW's obligations pursuant to Workplace Laws or any other industrial instrument currently in force;
 - iii) any disputes or other matters arising in relation to UNSW's obligations (however described) pursuant to this Undertaking, including but not limited to anything arising pursuant to this Undertaking that was raised in the Joint

Consultative Committee as set out in clause 68(d)(ii) below; and

- c) include a standing agenda item for the Council to receive reports from the UNSW Remuneration and People Committee on the matters raised in sub-clause 65(b) above; and
 - d) ensure that each Compliance Audit Report referred to in sub-clause 61(d)(ii) above is tabled before the Council, and where issues are identified, those issues are rectified in a timely manner, with the actions taken to address those issues being subsequently reported to and considered by the Council.
66. If requested by the FWO, UNSW will provide to the FWO any documents held by the UNSW Remuneration and People Committee relating to its monitoring of UNSW's compliance with Workplace Laws, including but not limited to reports prepared for the Council and copies of Council or UNSW Remuneration and People Committee minutes in so far as they relate to its monitoring of UNSW's compliance with Workplace Laws.

Joint Consultative Committee - Worker Voice

67. Within 60 days of the Commencement Date, UNSW will establish a Joint Consultative Committee (JCC), for the purpose of having regular meetings with UNSW employees and/or any unions covered by the 2023 Agreements to discuss matters relating to:
- a) the steps it has taken to comply with the terms of this Undertaking;
 - b) its progress on any outstanding payments that form part of the Casual Academic Staff Remediation Review and Wider Compliance Review;
 - c) the status of the system improvements and training;
 - d) identified or potential non-compliance with Workplace Laws that UNSW or the unions become aware of, including the scope, number of affected employees and remediation efforts in relation to any potential underpayment; and
 - e) any proposed changes to UNSW systems or processes to address the causes of any identified non-compliance with Workplace Laws,
- (together, **JCC Purpose**).

Terms of Reference and Employment Compliance Aspects

68. To give effect to the JCC Purpose, UNSW will within 60 days of the Commencement Date, prepare (and use its best endeavours to agree with any unions covered by the 2023 Agreements) formal terms of reference (**ToR**) for the JCC, that provide for:
- a) the Chief People Officer (or delegate) to be a standing member of the JCC;
 - b) UNSW to convene the JCC as required and at least monthly (unless alternative frequency is agreed between the members of the JCC) in accordance with the ToR requirements as to quorum, notice and procedure;
 - c) an annual report from the Chief People Officer to be provided to members of the JCC outlining the key employment compliance risks, issues, process improvements and activities identified and/or undertaken by UNSW and the key employment compliance focus and work planned by UNSW relating to the JCC Purpose for the following period;
 - d) the parties acknowledge:
 - i) the Employee Advocate Platform is to be in place for receiving and handling pay queries and claims from Affected Employees in a timely, coordinated, effective and efficient manner, for the Duration of this Undertaking;
 - ii) the parties to the JCC may raise matters with UNSW that properly relate to the JCC Purpose with UNSW for discussion;
 - iii) that where matters that are properly raised at the JCC in accordance with clause 68(d)(ii) above also concern employment compliance aspects that need to be considered and addressed by UNSW, UNSW will agree to report back to the JCC on any resolution of such employment compliance aspects;
 - e) a summary to be provided by UNSW Remuneration and People Committee to the JCC on the outcome of the Compliance Audits and any Additional Audit(s) related to the JCC Purpose;
 - f) a summary by UNSW Remuneration and People Committee on any Systemic Contravention of Workplace Laws reported to the Remuneration and People Committee, including but not limited to any reported under clause 65(a) above, to

be tabled at the following JCC meeting; and

- g) high-level de-identified summaries of the reports provided to the FWO under clause 49 above (regarding pay claims or review requests covered by the relevant communication channels) to be tabled at the following JCC meeting.

- 69. If requested by the FWO, UNSW will provide Reasonable Evidence of the scope and outcomes of the JCC's considerations of any matters in clause 68 above.

UNSW JCC Governance Reporting

- 70. UNSW will provide quarterly papers to the Council regarding the discussions and activities of the JCC (referred to at clause 68 above), and where appropriate will raise more urgent matters as required.

Contribution Payment

- 71. Within 28 days of the Commencement Date, UNSW will make a contribution payment of \$500,000 to the Consolidated Revenue Fund.
- 72. Within 14 days of making the payments to the Consolidated Revenue Fund, UNSW will provide evidence to the FWO of the contribution payment being paid.

Extensions on times for completion

- 73. UNSW 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.
- 74. 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.
- 75. In recognition of UNSW's commitment to fully remediate the total remediation amount identified as owing to Affected Employees as quickly as possible, and to pay those Affected Employees who are most impacted by the underpayments, UNSW will prioritise the payment of the larger amounts owing to Affected Employees. To enable this to occur, the

time sensitive obligations in this Undertaking will not extend to remediation payments where the total underpayment to an Affected Employee is less than \$10. Nothing in this clause detracts from the need to make such remediation payments as soon as practicable.

No Inconsistent Statements

76. UNSW must not, and must use its best endeavours to ensure that its officers, senior managerial employees (including all those within the University Leadership Team, Associate Deans and Heads of School) or agents do not, make any statement or otherwise imply, either orally or in writing, anything that is inconsistent with admissions or acknowledgements contained in this Undertaking.

No waiver of privilege

77. The parties agree that nothing in this Undertaking requires UNSW to produce a document that is or may be subject to a claim of legal professional privilege. UNSW agrees that it will not claim legal professional privilege over the documents to be provided to the FWO pursuant to this Undertaking.

Acknowledgements

78. UNSW 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 UNSW set out in clauses 21 (Admissions clause), 22 or Attachment A in respect of decisions taken regarding enforcement action, in the event that UNSW is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by UNSW 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, UNSW may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d) if UNSW 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 UNSW in clauses 21 (Admissions clause), 22 or Attachment A, 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:

- **2023 Agreements** means the *University of New South Wales (Professional Staff) Enterprise Agreement 2023* and the *University of New South Wales (Academic Staff) Enterprise Agreement 2023*.
- **Duration of this Undertaking** refers to the period commencing on the Commencement Date and ending when the final Compliance Audit (including any Additional Audit) is complete, including the completion of the remediation of any underpayments (to the employee or to the Commonwealth of Australia in accordance with section 559 of the FW Act) identified by a Compliance Audit.
- **Interest Amount** means interest:
 - a) on any underpayments and is calculated at the rate of the Reserve Bank of Australia cash rate for the relevant period plus 4% and will be calculated on a simple basis, calculated every six months;
 - b) on any Superannuation Amount (as applicable) of 10%.
- **Original Review Period** means the period from 1 January 2014 to 31 December 2020 (that is, the period originally covered by the Casual Academic Staff Remediation Review).
- **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 UNSW or by any of its servants or agents; and/or
 - b) the accuracy and correctness of any information provided by UNSW, or by any of its servants or agents; and/or
 - c) compliance by UNSW 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, or employee found to be underpaid as part of the Casual Academic Staff Remediation Review and Wider Compliance Review through last known details from employee files including email, mobile telephone for direct calls and SMS and last known address for post

- **Systemic Contravention** means a contravention of a Workplace Law which arises from the adoption of a practice, policy, interpretation or error by UNSW and which:
 - a) affects employees across multiple work areas, schools or classifications; or
 - b) has occurred over multiple pay periods.
- **Workplace Law(s)** means the *Fair Work Act 2009 (Cth)*, *Fair Work Regulations 2009 (Cth)*, the 2023 Agreements, or any other enterprise agreements that cover and apply to UNSW and its employees, but not including any law dealing with occupational health and safety matters, or workers compensation matters.

Executed as an undertaking

EXECUTED by an authorised person of the University of New South Wales (ABN 57 195 873 179) in the presence of:


PROF ARIELA BRUNGS
VICE-CHANCELLOR.

(Name and position of authorised signatory)




(Signature of authorised signatory)

in the presence of:



(Name of witness)



(Signature of witness)

23/6/26

(Date)

ACCEPTED BY THE FAIR WORK OMBUDSMAN PURSUANT TO SECTION 715(2) OF THE *FAIR WORK ACT 2009* ON:



Michael Campbell – Group Manager –
Operations

29 June 2026

(Date)

29 June 2026

(Date)

Delegate for the FAIR WORK OMBUDSMAN

in the presence of:



(Signature of witness)

Louise Cato

(Name of Witness)

ATTACHMENT A – ADMITTED CONTRAVENTIONS

Contravention	Entitlement	Reference
<p>Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2011 Academic Agreement during the Original Review Period</p>	<p>Agreement Salary Increases, ensuring that the base rate of pay is not less than the modern award rate in accordance with section 206 of the FW Act.</p>	<p>Part B, clause 11.2 & Schedule 2 (as affected by section 206 of the FW Act.)</p>
	<p>A casual employee who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rates in Schedule 2 (1a to 1d) for each hour of teaching.</p>	<p>Clause 19.1(e)</p>
	<p>Lecture rate per one hour lecture paid to a distinguished person for a single lecture for each of a small group of lectures; or where a lecture involves 4 hours of assumed associated working time</p>	<p>Schedule 2, para 1(a)</p>
	<p>Lecture rate paid where the lecturer assumes significant responsibility for planning and developing a unit of a large part of a unit as well as lecturing, or whether a lecture of small group of lectures calls for specific expertise; or whether a lecture involves 3 hours of assumed associated working time</p>	<p>Schedule 2, para 1(b)</p>
	<p>Lecture rate paid as the normal rate for a lecture which consists of up to 1 hour of delivery and 2 hours of associated working time</p>	<p>Schedule 2, para 1(c)</p>

	Paid for a 'repeat' lecture, covering the subject matter of lecture given within a period of 7 days to another group of students	Schedule 2, para 1(d)
	Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(a)
	Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided the hourly rate in a repeat tutorial applies to the subsequent delivery not substantially the same subject matters in a tutorial within a period of 7 days of the first presentation	Schedule 2, para 2(b)
	In circumstances where casual employee holds a relevant doctoral qualification, tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(c)
	Repeat tutorial involves 1 hour delivery and 1 hour associated working time, where casual employee holds a relevant doctoral qualification provided a repeat tutorial applies to the subsequent delivery of substantially the same subject matter within a 7-day period of the first presentation	Schedule 2, para 2(d)

	Other duties or demonstration rate	Schedule 2, para 3(a)
	Other required duties or demonstration where full subject coordination duties are required as part of normal duties, or the casual employees holds a relevant doctoral qualification work required to be performed by the casual employee	Schedule 2, para 3(b)
	Additional casual duties, paid at 3(a) or 3(b) Rate	Schedule 2, para 3(c)
	Casual marking per hour paid requiring a significant exercise of academic judgment appropriate to an employee at Level B [Lecturer in Sch 1], or as a supervising examiner	Schedule 2, para 4(a)
	Marking hours paid for routine marking	Schedule 2, para 4(b)
	Payment of marking hours for routine marking where the casual employee holds a relevant doctoral qualification rate	Schedule 2, para 4(c)
	Payment of clinical sessions (Faculty of Medicine) rate – paid for each hour of delivery	Schedule 2, para 5(a)
Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2015 Academic Agreement during the Original Review Period	Agreement Salary Increases, ensuring that the base rate of pay is not less than the modern award rate in accordance with section 206 of the FW Act.	Part B, clause 11.2 & Schedule 2 (as affected by section 206 of the FW Act.)

	A casual employee who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rates in Schedule 2 (1a to 1d) for each hour of teaching.	Clause 19.1(e)
	Lecture rate per one hour lecture paid to a distinguished person for a single lecture for each of a small group of lectures; or where a lecture involves 4 hours of assumed associated working time	Schedule 2, para 1(a)
	Lecture rate paid where the lecturer assumes significant responsibility for planning and developing a unit or a large part of a unit as well as lecturing, or whether a lecture of small group of lectures calls for specific expertise; or whether a lecture involves 3 hours of assumed associated working time	Schedule 2, para 1(b)
	Lecture rate paid as the normal rate for a lecture which consists of up to 1 hour of delivery and 2 hours of associated working time	Schedule 2, para 1(c)
	Paid for a 'repeat' lecture, covering the subject matter of lecture given within a period of 7 days to another group of students	Schedule 2, para 1(d)

	Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(a)
	Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided the hourly rate in a repeat tutorial applies to the subsequent delivery not substantially the same subject matters in a tutorial within a period of 7 days of the first presentation	Schedule 2, para 2(b)
	In circumstances where casual employee holds a relevant doctoral qualification, tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(c)
	Repeat tutorial involves 1 hour delivery and 1 hour associated working time, where casual employee holds a relevant doctoral qualification provided a repeat tutorial applies to the subsequent delivery of substantially the same subject matter within a 7-day period of the first presentation	Schedule 2, para 2(d)
	Other duties or Demonstration rate	Schedule 2, para 3(a)

	Other required duties or demonstration where full subject coordination duties are required as part of normal duties, or the casual employees holds a relevant doctoral qualification work required to be performed by the casual employee	Schedule 2, para 3(b)
	Additional casual duties, paid at 3(a) or 3(b) Rate	Schedule 2, para 3(c)
	Casual marking per hour paid requiring a significant exercise of academic judgment appropriate to an employee at Level B [Lecturer in Sch 1], or as a supervising examiner	Schedule 2, para 4(a)
	Marking hours paid for routine marking	Schedule 2, para 4(b)
	Routine marking where casual employee holds a relevant doctoral qualification	Schedule 2, para 4(c)
	Payment of clinical sessions (Faculty of Medicine) rate – paid for each hour of delivery	Schedule 2, para 5(a)
Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2018 Academic Agreement during the Original Review Period	Agreement Salary Increases, ensuring that the base rate of pay is not less than the modern award rate in accordance with section 206 of the FW Act.	Part B, clause 11.2 & Schedule 2, paras 1-4, (as affected by section 206 of the FW Act.)

	A casual employee who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rates in Schedule 2 (1a to 1d) for each hour of teaching.	Clause 19.1(e)
	Lecture rate per one hour lecture paid to a distinguished person for a single lecture for each of a small group of lectures; or where a lecture involves 4 hours of assumed associated working time	Schedule 2, para 1(a)
	Lecture rate paid where the lecturer assumes significant responsibility for planning and developing a unit of a large part of a unit as well as lecturing, or whether a lecture of small group of lectures calls for specific expertise; or whether a lecture involves 3 hours of assumed associated working time	Schedule 2, para 1(b)
	Lecture rate paid as the normal rate for a lecture which consists of up to 1 hour of delivery and 2 hours of associated working time	Schedule 2, para 1(c)
	Paid for a 'repeat' lecture, covering the subject matter of lecture given within a period of 7 days to another group of students	Schedule 2, para 1(d)

	Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(a)
	Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided the hourly rate in a repeat tutorial applies to the subsequent delivery not substantially the same subject matter in a tutorial within a period of 7 days of the first presentation	Schedule 2, para 2(b)
	In circumstances where casual employee holds a relevant doctoral qualification, Tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(c)
	Repeat tutorial involves 1 hour delivery and 1 hour associated working time, where casual employee holds a relevant doctoral qualification provided a repeat tutorial applies to the subsequent delivery of substantially the same subject matter within a 7-day period of the first presentation.	Schedule 2, para 2(d)
	Other duties or Demonstration rate	Schedule 2, para 3(a)

	Other required duties or demonstration where full subject coordination duties are required as part of normal duties, or the casual employees holds a relevant doctoral qualification	Schedule 2, para 3(b)
	Additional casual duties, paid at 3(a) or 3(b) Rate	Schedule 2, para 3(c)
	Casual marking per hour paid requiring a significant exercise of academic judgment appropriate to an employee at Level B [Lecturer in Sch 1], or as a supervising examiner	Schedule 2, para 4(a)
	Marking hours paid for routine marking	Schedule 2, para 4(b)
	Routine Marking where casual employee holds a relevant doctoral qualification	Schedule 2, para 4(c)
	Payment of clinical sessions (Faculty of Medicine) rate – paid for each hour of delivery	Schedule 2, para 5(a)
Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2018 Academic Agreement during the Extended Review Period	A casual employee who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rates in Schedule 2 (1a to 1d) for each hour of teaching.	Clause 19.1(e)

	Agreement Salary Increases, ensuring that the base rate of pay is not less than the modern award rate in accordance with section 206 of the FW Act.	Part B, clause 11.2 & Schedule 2, paras 1-4, (as affected by section 206 of the FW Act.)
	Lecture rate per one hour lecture paid to a distinguished person for a single lecture for each of a small group of lectures; or where a lecture involves 4 hours of assumed associated working time	Schedule 2, para 1(a)
	Lecture rate paid where the lecturer assumes significant responsibility for planning and developing a unit of a large part of a unit as well as lecturing, or whether a lecture of small group of lectures calls for specific expertise; or whether a lecture involves 3 hours of assumed associated working time	Schedule 2, para 1(b)
	Lecture rate paid as the normal rate for a lecture which consists of up to 1 hour of delivery and 2 hours of associated working time	Schedule 2, para 1(c)
	Paid for a 'repeat' lecture, covering the subject matter of lecture given within a period of 7 days to another group of students	Schedule 2, para 1(d)

	Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(a)
	Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided the hourly rate in a repeat tutorial applies to the subsequent delivery not substantially the same subject matters in a tutorial within a period of 7 days of the first presentation	Schedule 2, para 2(b)
	In circumstances where casual employee holds a relevant doctoral qualification, Tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(c)
	Repeat tutorial involves 1 hour delivery and 1 hour associated working time, where casual employee holds a relevant doctoral qualification provided a repeat tutorial applies to the subsequent delivery of substantially the same subject matter within a 7-day period of the first presentation.	Schedule 2, para 2(d)
	Other duties or Demonstration rate	Schedule 2, para 3(a)

	Other required duties or demonstration where full subject coordination duties are required as part of normal duties, or the casual employees holds a relevant doctoral qualification	Schedule 2, para 3(b)
	Additional casual duties, paid at 3(a) or 3(b) Rate	Schedule 2, para 3(c)
	Casual marking per hour paid requiring a significant exercise of academic judgment appropriate to an employee at Level B [Lecturer in Sch 1], or as a supervising examiner	Schedule 2, para 4(a)
	Marking hours paid for routine marking	Schedule 2, para 4(b)
	Routine Marking where casual employee holds a relevant doctoral qualification	Schedule 2, para 4(c)
Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2023 Academic Agreement during the Extended Review Period	A Casual Employee engaged to undertake full subject coordination duties will be paid at the applicable Lecture rate of pay set out in Schedule 2 for teaching (which includes Tutorials and Music Accompanying Duties).	Clause 18.6(e)
	The normal rate for a Lecture or Seminar which is the primary form of education delivery which consists of up to 1 hour of student contact time and 2 hours of Associated Working Time.	Schedule 2, 'Standard Lecture Rate'

	<p>This rate is paid for a Tutorial or Seminar which is supplementary to a primary form of education delivery which consists of up to 1 hour of student contact time and includes compensation for up to 2 hours of Associated Working Time</p>	<p>Schedule 2, 'Tutorial Rate'</p>
	<p>The rate is paid for a Tutorial or Seminar which is supplementary to a primary form of education delivery delivered by a Casual Employee who holds a relevant doctoral qualification which consists of 1 hour of student contact time and includes compensation for up to 2 hours of Associated Working Time</p>	<p>Schedule 2, 'PHD Tutorial Rate'</p>
	<p>This rate is the Repeat Rate of Pay applicable to a 'repeat' Tutorial or Seminar which is supplementary to a primary form of education delivery, being a Tutorial or Seminar that is delivered by the Casual Employee that is the same, or covers substantially the same subject matter, as a Tutorial or Seminar delivered by that Casual Employee within the prior 7 days. The Repeat Rate of Pay is paid for a Repeat Tutorial or Seminar delivered by a Casual Employee who holds a relevant doctoral qualification which consists of 1 hour student contact time and includes compensation for 1 hour of Associated Working Time</p>	<p>Schedule 2, 'PHD Repeat Tutorial Rate'</p>

	This Other Duties rate is paid for a Practical Class delivered by a Casual Employee with a relevant doctoral qualification or in circumstances where full subject coordination duties are required as part of normal duties	Schedule 2, 'PHD /Full Subject Coordination Practical Class Rate'
	This rate is paid for each hour of Marking required to be undertaken by a Casual Employee (unless another Marking rate set out in this Schedule below applies)	Schedule 2, 'Routine Marking Rate'
	This rate is paid for each hour of Marking required to be undertaken by a Casual Employee with a relevant doctoral qualification	Schedule 2, 'PHD Routine Marking Rate'
	This rate is paid for all other work that a Casual Employee is required to perform for UNSW	Schedule 2, 'Standard Rate'
	This rate is paid for all other work that a Casual Employee with a relevant doctoral qualification is required to perform for UNSW. The rate is also applied in circumstances where full subject coordination duties are required as part of normal duties	Schedule 2, 'PHD Rate / Full Subject Coordination'

<p>Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2011 Academic Agreement in the Class Characterisation Sub-Stream regarding affected staff employed in the Faculty of Engineering and Faculty of Science School of Biotechnology and Biomolecular Sciences</p>	<p>Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time</p>	<p>Schedule 2, para 2(a)</p>
	<p>Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time</p>	<p>Schedule 2, para 2(a)</p>
	<p>Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided the hourly rate in a repeat tutorial applies to the subsequent delivery not substantially the same subject matters in a tutorial within a period of 7 days of the first presentation</p>	<p>Schedule 2, para 2(b)</p>
	<p>In circumstances where casual employee holds a relevant doctoral qualification, tutorial involves 1 hour of delivery and up to 2 hours of associated working time</p>	<p>Schedule 2, para 2(c)</p>

	Repeat tutorial involves 1 hour delivery and 1 hour associated working time, where casual employee holds a relevant doctoral qualification provided a repeat tutorial applies to the subsequent delivery of substantially the same subject matter within a 7-day period of the first presentation	Schedule 2, para 2(d)
Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2015 Academic Agreement in the Class Characterisation Sub-Stream regarding affected staff employed in the Faculty of Engineering and Faculty of Science School of Biotechnology and Biomolecular Sciences	A casual employee who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rate in Schedule 2 (1a to 1d) for each hour of teaching.	19.1 (e)
	Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(a)
	Repeat tutorial involves 1 hour delivery and 1 hour of associated working time, provided the hourly rate in a repeat tutorial applies to the subsequent delivery not substantially the same subject matters in a tutorial within a period of 7 days of the first presentation	Schedule 2, para 2(b)

	<p>In circumstances where casual employee holds a relevant doctoral qualification, tutorial involves 1 hour of delivery and up to 2 hours of associated working time</p>	<p>Schedule 2, para 2(c)</p>
	<p>Repeat tutorial involves 1 hour delivery and 1 hour associated working time, where casual employee holds a relevant doctoral qualification provided a repeat tutorial applies to the subsequent delivery of substantially the same subject matter within a 7-day period of the first presentation</p>	<p>Schedule 2, para 2(d)</p>
<p>Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2018 Academic Agreement in the Class Characterisation Sub-Stream regarding affected staff employed in the Faculty of Engineering and Faculty of Science School of Biotechnology and Biomolecular Sciences</p>	<p>A casual employee who performs full or the majority of subject coordination work will be paid at the appropriate casual lecturer rate in Schedule 2 (1a to 1d) for each hour of teaching.</p>	<p>19.1 (e)</p>
	<p>Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time</p>	<p>Schedule 2, para 2(a)</p>



	Repeat tutorial involving 1 hour delivery and 1 hour of associated working time, provided the hourly rate in a repeat tutorial applies to the subsequent delivery not substantially the same subject matters in a tutorial within a period of 7 days of the first presentation	Schedule 2, para 2(b)
	In circumstances where casual employee holds a relevant doctoral qualification, tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2(c)
	Repeat tutorial involves 1 hour delivery and 1 hour associated working time, where casual employee holds a relevant doctoral qualification provided a repeat tutorial applies to the subsequent delivery of substantially the same subject matter within a 7-day period of the first presentation	Schedule 2, para 2(d)
Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2023 Academic Agreement in the Class Characterisation Sub-Stream	The rate is paid for a Tutorial or Seminar which is supplementary to a primary form of education delivery delivered by a Casual Employee who holds a relevant doctoral qualification which consists of 1 hour of student contact time and includes compensation for up to 2 hours of Associated Working Time	Schedule 2, 'Tutorial Rate'

	<p>The rate is the Repeat Rate of Pay applicable to a 'repeat' Tutorial or Seminar which is supplementary to a primary form of education delivery, being a Tutorial or Seminar that is delivered by the Casual Employee that is the same, or covers substantially the same subject matter, as a Tutorial or Seminar delivered by that Casual Employee within the prior 7 days. The Repeat Rate of Pay is paid for a Repeat Tutorial or Seminar consisting of 1 hour of student contact time and includes compensation for up to 1 hour of Associated Working Time.</p>	<p>Schedule 2, 'Repeat Tutorial Rate'</p>
	<p>The rate is paid for a Tutorial or Seminar which is supplementary to a primary form of education delivery delivered by a Casual Employee who holds a relevant doctoral qualification which consists of 1 hour of student contact time and includes compensation for up to 2 hours of Associated Working Time.</p>	<p>Schedule 2, 'PHD Tutorial Rate'</p>

	<p>This rate is the Repeat Rate of Pay applicable to a 'repeat' Tutorial or Seminar which is supplementary to a primary form of education delivery, being a Tutorial or Seminar that is delivered by the Casual Employee that is the same, or covers substantially the same subject matter, as a Tutorial or Seminar delivered by that Casual Employee within the prior 7 days. The Repeat Rate of Pay is paid for a Repeat Tutorial or Seminar delivered by a Casual Employee who holds a relevant doctoral qualification which consists of 1 hour student contact time and includes compensation for 1 hour of Associated Working Time.</p>	<p>Schedule 2, 'PHD Repeat Tutorial Rate'</p>
<p>Failure to comply with section 535(1) of the <i>Fair Work Act 2009</i> by failing to make and keep for 7 years employee records prescribed by the <i>Fair Work Regulations 2009</i> during the Original Review Period, the Extended Review Period and Class Characterisation Sub-</p>		<p>Regulation 3.33(1) - Failure to make and keep a record that specifies the rate of remuneration paid to an employee</p>

<p>Stream</p>		<p>Regulation 3.33(2) - Failure to make and keep a record of all hours worked by casual or irregular part time employees</p>
		<p>Regulation 3.33(3) - Failure to make and keep a record of allowances, penalty rates or loadings paid to employees</p>
<p>Failure to comply with section 536(2) of the <i>Fair Work Act 2009</i> by failing to include information in pay slips prescribed by the <i>Fair Work Regulations 2009</i> during the Original Review Period, the Extended Review Period and Class Characterisation Sub-Stream</p>		<p>Regulation 3.46(1) - Failure to specify any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement</p>

<p>Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2015 Academic Agreement during the Wider Compliance Review with respect to:</p> <p>The Minimum Rates Review (Professional and Academic staff), Consequential Impacts Review,</p>	Annual base salary and hourly base rates of pay	Clause 11.1 and Schedule 1
	Increases to minimum salary rates payable to full time employees	Clause 11.2
	Incremental progression of employees under Schedule 1	Clause 26.0
	Payment for any accrued but untaken annual leave upon the termination of employment	Clause 31.6(a)
	Payment for Annual Leave Loading equal to 17.5 per cent of salary for the period of leave accrued	Clause 31.7(a)
	Lecture rate paid as the normal rate for a lecture which consists of up to 1 hour of delivery and 2 hours of associated working time	Schedule 2, para 1(c)
<p>Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2018 Academic Agreement during the Wider Compliance Review with respect to:</p> <p>The Minimum Rates Review, Consequential Impacts Review and the First Aid Review and Employee Claims</p>	Annual base salary and hourly base rates of pay	Clause 11.1 and Schedule 1
	Payment required, as a result of reclassification, for employee salary in accordance with the Academic Salary Rates.	Clause 11.1 Schedule 1
	Increases to minimum salary rates payable to full time employees	Clause 11.2
	First aid allowance	Clause 11.4
Incremental progression of employees under Schedule 1	Clause 26	

	Payment for any accrued but untaken annual leave upon the termination of employment.	Clause 31.6(a)
	Payment for Annual Leave Loading equal to 17.5 per cent of salary for the period of leave accrued.	Clause 31.7(a)
	Casual tutorial per one-hour tutorial which is a supplementary form of education delivery, where matters already covered elsewhere in a course are discussed; 2a rate tutorial involves 1 hour of delivery and up to 2 hours of associated working time	Schedule 2, para 2 (a)
	Other duties or Demonstration rate	Schedule 2, para 3 (a)
	Other required duties or demonstration where full subject coordination duties are required as part of normal duties, or the casual employees holds a relevant doctoral qualification work required to be performed by the casual employee	Schedule 2, para 3 (b)
	Marking hours paid for routine marking	Schedule 2, para 4 (b)
Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2023 Academic Agreement during the Wider Compliance Review	Minimum salary rates payable to full-time employees	Clause 10.1(a)
	Increases to minimum salary rates payable to full time employees	Clause 10.2

<p>with respect to:</p> <p>The Minimum Rates Review, Consequential Impacts Review, the First Aid Review and Employee Claims</p>	Incremental progression of employees under Schedule 1	Clause 20.5 and Schedule 1
	First aid allowance	Clause 10.4
	Payment required as a result of reclassifications for full time employee Annual Base Salary in accordance with Schedule 1.	Clause 10.1(a) and schedule 1
	This rate is paid for all other work that a Casual Employee is required to perform for UNSW.	Schedule 2, 'Standard Rate'
	This rate is paid for each hour of Marking required to be undertaken by a Casual Employee (unless another Marking rate set out in this Schedule below applies)	Schedule 2, 'Routine Marking Rate'
<p>Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2015 Professional Agreement during the Wider Compliance Review with respect to:</p> <p>The Minimum Rates Review, Casual Professional Overtime Review, Consequential Impacts Review, Cadaver Allowance Review, Remote Area Allowance Review, Clothing Allowance Review, the First Aid</p>	Annual base salary and hourly base rates of pay payable to professional staff	Clause 11.1 and Schedules 1 and 2
	Payment required, as a result of reclassification, of employees' General Staff Salary Rates prescribed in Schedules 1 and 2.	Clause 11.1 (a) and Schedules 1 and 2
	Adjustments to minimum salary rates set out in Schedules 1 and 2	Clause 11.2 and Schedules 1 and 2
	Rate paid to employees indentured as an apprentice	Clause 11.3 and Schedule 1

Review and Employee Claims	Higher Duties allowance payable where employee required to perform duties of a position classified at a higher level for more than one week	Clause 12.1
	Payment required, as a result of adjusting the employer's superannuation rate, to be paid by the University at 17 per cent of ordinary time earnings	Clause 13 (b)(i)
	Payment of severance pay for fixed-term employment	Clause 19.4.2
	Payment of casual rate of pay for reclassification of Casual Staff Rate of Pay prescribed in Schedule 3	Clause 20.1 (b) and Schedule 3
	Rate paid for overtime performed by a casual employee who works in excess of 10 hours on any day	20.1 (c) and (d)
	Payment for shift work performed by casual employee for rostered shifts	Clause 20.1(e)
	Overtime rate	Clause 28.2
	Payment for part time employee working more than their regular hours of work a week, but not in excess of the ordinary hours of work for a full time employee, to be paid at the base rate of pay plus 8.33 per cent in lieu of annual leave for each additional hour worked	Clause 28.3

	Minimum overtime payment	Clause 28.5
	Payment for untaken overtime hours agreed to be taken as time off in lieu of overtime	Clause 28.8
	Annual progression of employees through the steps set out in Schedule 1 and Schedule 2	Clause 32.0 and Schedules 1 and 2
	Payment of Annual Leave owed on Termination	Clause 37.4
	Payment of Annual Leave Loading owed on Termination	Clause 37.6(a)
	Payment of long service leave on termination	Clause 38.1(a)
	Remote area allowance payable per annum	Schedule 4, Clause 1 and Undertaking
	Cadaver allowance payable per annum	Schedule 4, Clause 1 Undertaking
	Clothing Allowance	Schedule 4, Clause 5
	On Call allowance	Schedule 4 (1)(a) and undertaking
	Overtime meal allowance	Schedule 4 (4)(e)(1)

<p>Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2018 Professional Agreement during the Wider Compliance Review with respect to:</p> <p>The Minimum Rates Review, Casual Professional Overtime Review, Consequential Impacts Review, Cadaver Allowance Review, Remote Area Allowance Review, Clothing Allowance Review, the First Aid Review and Employee Claims</p>	Minimum salaries payable to professional staff	Clause 11.1 and Schedules 1 and 2
	Payment of ordinary hours worked	Clause 11.1 (a) and Schedules 1 and 2
	Payment required, as a result of reclassification, for minimum salary rates prescribed in Schedule 1.	Clause 11.1 (a) and Schedule 1
	Adjustments to salary rates set out in Schedules 1 and 2	Clause 11.2 and Schedules 1 and 2
	Rate paid to employees indentured as an apprentice	Clause 11.3 and Schedule 1
	Payment of Higher Duties	Clause 12.1 (a)
	Payment of unpaid casual hours in accordance with the casual rate of pay set out in Schedule 2.	Clause 20.1 (b) and Schedule 3
	Rate paid for overtime performed by a casual employee who works in excess of 10 hours on any day	20.1(c) and (d)
	Payment of Shift Penalties owed and prescribed by Schedule 7.	Clause 27 and Schedule 7

	In respect of part time employee working more than their regular hours of work a week, but not in excess of the ordinary hours of work for a full time employee, payment of the base rate of pay plus 8.33 per cent in lieu of annual leave for each additional hour worked.	Clause 28.3
	Overtime rate	Clause 28.2
	In respect of part time employee working more than their regular hours of work a week, but not in excess of the ordinary hours of work for a full time employee, payment of the base rate of pay plus 8.33 per cent in lieu of annual leave for each additional hour worked.	Clause 28.3
	Minimum overtime payment	Clause 28.5
	Payment of Overtime Rates owed for having not received Time Off In Lieu of Overtime payment.	Clause 28.8(a)
	Annual progression of employees through the steps set out in Schedule 1 and Schedule 2	Clause 32.0 and Schedules 1 and 2
	Payment of Annual Leave on Termination.	Clause 37.4
	Payment of Annual Leave Loading on Termination.	Clause 37.6
	Payment of Long Service Leave on termination of employment	Clause 38.1 (a)

	Remote area allowance payable per annum	Schedule 4, clause 1
	Cadaver allowance payable per annum	Schedule 4, clause 1
	Payment of meal allowance owed for being required to work overtime by the University.	Schedule 4 (4)(e)(1)
	Clothing Allowance	Schedule 4, Clause 5
<p>Failure to comply with section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2023 Professional Agreement during the Wider Compliance Review with respect to:</p> <p>The Minimum Rates Review, Casual Professional Overtime Review, Consequential Impacts Review, Cadaver Allowance Review, Remote Area Allowance Review, Clothing Allowance Review, the First Aid Allowance Review and Employee Claims</p>	Minimum salaries payable to professional staff	Clause 11.1 and Schedules 1 and 2
	Payment required, as a result of reclassification, for minimum salary rates prescribed in Schedule 1.	Clause 11.1(a) and Schedule 1
	Adjustments to minimum salary rates set out in Schedule 1	Clause 11.2 and Schedule 1
	Rate paid to employees indentured as an apprentice	Clause 11.3 and Schedule 1
	Higher Duties allowance payable where employee required to perform duties of a position classified at a higher level for more than one week	Clause 12.1
	Rate paid for overtime performed by a casual employee who works in excess of 10 hours on any day	Clause 20.2(a)

	Payment of unpaid casual hours in accordance with the casual rate of pay set out in Schedule 2	20.1 and schedule 2
	Shift payment in respect of Casual Employee engaged to perform shiftwork calculated at the hourly base rate of pay plus any applicable shift loading as specified in Schedule 6 applied to Hourly Base Rate of Pay plus the 25 per cent casual loading applied to the Hourly Base Rate of Pay	Clause 20.2(b) and Schedule 6
	Payment of Overtime Rates and Minimum Overtime Payment, in accordance with the applicable rates prescribed	Clause 28.2 and 28.4
	Annual progression of employees through the steps set out in Schedule 1 and Schedule 2	Clause 33.0 and Schedule 1
	Remote area allowance payable per annum	Schedule 3, clause 1
	Cadaver allowance payable per annum	Schedule 3
	Clothing Allowance	Schedule 3, Clause 1 and Clause 5
	Payment of meal allowance owed for being required to work overtime by the University	Schedule 3 (4)(a)

	Reimbursement of reasonable costs of providing or replacing uniform or protective clothing required to be worn by the employee by the University, where such clothing is not provided by the University.	Schedule 3 (5)(a)
Failure to comply with section 535(1) of the <i>Fair Work Act 2009</i> by failing to make and keep for 7 years employee records prescribed by the <i>Fair Work Regulations 2009</i> during the Wider Compliance Review		Regulation 3.33(1) - Failure to make and keep a record that specifies the rate of remuneration paid to an employee
		Regulation 3.33(3) - Failure to make and keep a record of allowances, penalty rates or loadings paid to employees

		Regulation 3.34 - Failure to keep a record that specifies the number of overtime hours worked by an employee during each day or when the employee started and ceased working overtime hours
Failure to comply with section 536(2) of the <i>Fair Work Act 2009</i> by failing to include information in pay slips prescribed by the <i>Fair Work Regulations 2009</i> during the Wider Compliance Review		Regulation 3.46(1) - Failure to specify any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement



ATTACHMENT B – ADDENDA FOR ADDITIONAL CONTRAVENTIONS

This Attachment B is intended to set out an agreed process by which the FWO and UNSW may enter into an Addendum to this Undertaking, as set out in clause 22 above.

Addendum Requests by UNSW

B.1 At any time during the Duration of this Undertaking, UNSW may make a request in writing to the FWO under clause B.2 to discuss making an Addendum (**Addendum Request**), if:

- (a) UNSW has identified an additional contravention of sections 50, 535 or 536 of the FW Act (**Proposed Additional Contravention**);
- (b) the Proposed Additional Contravention arose from UNSW failing to pay an amount or amounts to which an employee was entitled under an enterprise agreement, and is not already covered in clause 21 above and Attachment A; and
- (c) UNSW wishes for the Proposed Additional Contravention to be added to the contraventions the subject of this Undertaking, as listed in clause 21 above.

B.2 An Addendum Request:

- (a) is to be made by or on behalf of UNSW 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;
 - (ii) all assumptions, methodology or interpretations adopted by UNSW in determining that there has been a contravention of the clause of the agreement and thereby section 50 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 B.2, including:
- (i) any calculations performed by UNSW in relation to the Proposed Additional Contravention;
 - (ii) any communications with affected employees (whether individually or in a group) about the Proposed Additional Contravention, including in relation to the assumptions, methodology or interpretations used in determining that the Proposed Additional Contravention has occurred; and
 - (iii) employee records for:
 - (1) a sample of 5% of employees affected by the Proposed Additional Contravention, with a minimum sample size of 5 employees; or
 - (2) all affected employees if the Proposed Additional Contravention affects fewer than 5 employees;
- (d) must include a statement that UNSW admits the Proposed Additional Contravention.

FWO response to an Addendum Request and further actions by UNSW

B.3 Within 60 days of receiving an Addendum Request, the FWO will provide a response to UNSW in writing, which will take the form of one of the four responses set out in column 2 of the table below and, where applicable, will require a response by UNSW 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 B.2	Action required by UNSW
Acceptance	<ul style="list-style-type: none"> • The FWO has sufficient information to form a reasonable belief that the Proposed Additional Contravention has occurred, is satisfied with the assumptions, methodology and interpretations adopted by UNSW in relation to the Proposed Additional Contravention, and is 	<i>None – the FWO will take the step set out in clause B.7</i>

	<p>willing to enter into discussions to make an Addendum for the purpose of clause 22 above and Attachment D.</p>	
<p>Methodology Concern</p>	<ul style="list-style-type: none"> • The FWO considers that the assumptions, methodology or interpretations adopted by UNSW in relation to the Proposed Additional Contravention are not compliant with the FW Act or the relevant Agreement. • The response will set out the reasons for the FWO's views. • However, if UNSW agrees to amend its assumptions, methodology or interpretations 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 22 above and Attachment D. 	<p>UNSW 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 assumptions, methodology or interpretation and, if applicable, conduct any further remediation of underpayments in accordance with those views.</p>
<p>Information Request</p>	<ul style="list-style-type: none"> • The FWO does not have sufficient information to properly respond to the Addendum Request. • The response will set out any further information or documents the FWO may reasonably require. 	<p>UNSW is to provide to the FWO, within a further 28 days any information or documents requested.</p>

Other refusal	<ul style="list-style-type: none"> • 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 B.1 or satisfy the requirements in clause B.2). • The response will set out the reasons for the FWO's views. 	<i>None – the Addendum Request will lapse</i>
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B.4 If UNSW 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 B.3.

B.5 Where the FWO provides a Methodology Concern response to UNSW, but UNSW does not wish to adopt the FWO's views on the assumptions, methodology or interpretations of the Proposed Additional Contravention:

- (a) UNSW may, as part of providing the response set out in column 3 of the table in clause B.3, 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 UNSW may agree to (but are not obliged to) hold discussions or exchange correspondence at any time about the assumptions, methodology or interpretations of the Proposed Additional Contravention;
- (c) if, following any further consideration, discussions or correspondence set out in clauses B.5(a) and B.5(b), the FWO and UNSW jointly agree to adopt a position that is different from the Methodology Concern, the FWO will send UNSW an Acceptance in writing that reflects the agreement reached;
- (d) at any time after UNSW provides the response set out in column 3 of the table in clause B.3, either the FWO or UNSW may inform the other party in writing that they no longer wish to pursue an Addendum Request in response to that Proposed Additional Contravention.

B.6 For the avoidance of doubt, the extension of time procedure in clauses 74 of this Undertaking applies to the procedure set out in this Attachment B.

Provision and content of an Addendum

- B.7 Within 28 days of the FWO providing UNSW with an Acceptance or receiving an agreement by UNSW to adopt the FWO's views and (if applicable) conduct further remediation in response to a Methodology Concern, the FWO will provide UNSW with a draft Addendum concerning the Proposed Additional Contravention. The FWO and UNSW agree to hold discussions to finalise the Addendum as soon as possible.
- B.8 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 UNSW and the FWO about the assumptions, methodology or interpretations;
 - (b) the FWO's reasonable belief, and UNSW'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

- B.9 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 B.

ATTACHMENT C – ALL STAFF INTRANET NOTICE

In 2020, the University of New South Wales commenced a review of its compliance with the *University of New South Wales (Academic Staff) Enterprise Agreement 2011*, *UNSW Australia (Academic Staff) Enterprise Agreement 2015* and the *University of New South Wales (Academic Staff) Enterprise Agreement 2018* in relation to staff employed on a casual basis under the agreements. As a result of this review, the University determined it had contravened the agreements and the *Fair Work Act 2009* (Cth) by underpaying casual academic employees their entitlements relating to casual lecturer rates, casual tutorial rates, demonstration and other duties rates and casual marking rates. As part of the review process, the University voluntarily disclosed the contraventions to the Fair Work Ombudsman (FWO).

The University has notified impacted current and former employees of the contraventions and the underpayments owed. The University apologises unreservedly for the contraventions, and is taking all necessary steps to remedy the contraventions. The University is undertaking a wider review encompassing all other employees, including professional employees, to identify potential areas of non-compliance under historical and current enterprise agreements between 26 February 2016 – 15 December 2023.

The University has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws. As a result of the Enforceable Undertaking, the University will commit to a number of activities to ensure its ongoing compliance, including finalising its review of compliance in relation to all employees and commissioning an audit of employee entitlements.

If you worked for the University and have queries or questions relating to your employment, please contact the Employee Advocate Platform via the email address employeeadvocate@unsw.edu.au or [Employee Advocate](#).

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

ATTACHMENT D – LETTER TO EMPLOYEES

Dear <Colleagues >

As you have already been made aware, in June 2020, the University of New South Wales voluntarily disclosed contraventions of the *Fair Work Act 2009* (Cth) (**FW Act**) to the Fair Work Ombudsman (**FWO**).

The contraventions identified related to underpayments to casual academic employees under the *University of New South Wales (Academic Staff) Enterprise Agreement 2011*, *UNSW Australia (Academic Staff) Enterprise Agreement 2015* and the *University of New South Wales (Academic Staff) Enterprise Agreement 2018* (**Enterprise Agreements**), with varying impacts for individuals.

Following this disclosure, the University commenced a review of its compliance with the Enterprise Agreements in relation to casual academic employees. This review is ongoing but to date has identified underpayments to casual academic employees across the University.

The University has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws. As part of this commitment, the University is undertaking a number of activities to ensure its ongoing compliance, including:

- finalising its review of compliance in relation to all casual academic employees;
- conducting a wider review in relation to all other employees, including professional employees, to identify potential areas of non-compliance under past and current enterprise agreements between 26 February 2016 – 15 December 2023; and
- commissioning an independent audit of employee entitlements.

If you have queries or questions relating to your employment, please contact the University Employee Advocate Platform; via the email address employeeadvocate@unsw.edu.au or [Employee Advocate](#) .

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

Yours sincerely

<Employer name>