

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Murdoch University (ABN 61 616 369 313) 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 Murdoch University (ABN 61 616 369 313), of 90 South Street, Murdoch WA 6150 (**MU**).

COMMENCEMENT

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

BACKGROUND

3. MU is a public university incorporated by the *Murdoch University Act 1973* (WA). MU has 17 schools across five colleges. As at December 2025, MU employed approximately 567 full time, 188 part-time and 1,193 casual academic staff and 800 full-time, 360 part-time and 758 casual professional staff.
4. MU is a registered charity under the *Australian Charities and Not-for-Profits Commission Act 2012* (Cth) and is a higher education provider subject to the governance and accountability obligations under the *Higher Education Support Act 2003* (Cth), the *Tertiary Education Quality and Standards Agency Act 2011* (Cth), and the *Higher Education Standards Framework (Threshold Standards) 2021* (Cth) (collectively, **Governance Obligations**).
5. On 15 March 2022, MU notified the FWO (**Self-report**):
 - a. of its potential non-compliance with its obligations in respect of employees under:
 - (i) the *Murdoch University Enterprise Agreement 2014* (**2014 Agreement**); and
 - (ii) the *Murdoch University Enterprise Agreement 2018* (**2018 Agreement**); and
 - b. that the Self-report related to casual professional employees who were underpaid minimum entitlements due to incorrect classification (**Classification Issue**) and

missed increment step progression within classifications (**Step Progression Issue**).

6. On 5 April 2023, MU notified the FWO that it had commenced an internal payroll remediation review program (**Review**) to investigate the non-compliance with the 2014 Agreement and 2018 Agreement. This Review ultimately considered the period from 1 January 2015 to 2 December 2025 (**Relevant Period**).
7. MU separately engaged:
 - a. PricewaterhouseCoopers to validate the Review; and
 - b. Ernst and Young to verify the accuracy of MU's payroll calculations and the consistency of its payroll systems with the provisions of the *Murdoch University Enterprise Agreement 2023* (**2023 Agreement**) (**EY Review**).
8. On 23 December 2025, MU notified the FWO that the Review and EY Review identified additional non-compliance impacting casual, part time, fixed term and ongoing professional and academic employees of:
 - a. the 2014 Agreement and 2018 Agreement, along with non-compliance with the 2023 Agreement (collectively, the **Agreements**); and
 - b. the *Fitness Industry Award 2010* (**Fitness Award 2010**) and the *Fitness Industry Award 2020* (**Fitness Award 2020**) (collectively, the **Fitness Award**).
9. MU developed the following 12 remediation streams to address the non-compliance (**Remediation Streams**), with details relating to each remediation stream set out further in **Attachment B**:
 - a. Professionals Remediation Stream;
 - b. PhD Rate Remediation Stream;
 - c. Open Universities Australia (**OUA**) Teaching Contracts Remediation Stream (**OUA Remediation Stream**);
 - d. Repeat Lectures and Tutorials Remediation Stream;
 - e. Kulbardi Tutors Remediation Stream;
 - f. Casual Minimum Engagement Remediation Stream;

- g. SHAN and Shift Penalties Remediation Stream;
 - h. Public Holiday Remediation Stream;
 - i. Public Holiday Remediation Stream 2023;
 - j. MU Sports Remediation Stream;
 - k. Significant Marking Stream; and
 - l. Annual Leave Loading Stream.
10. As at 1 August 2026, MU has:
- a. calculated that a total of \$4,915,434.96 gross is payable to 2,101 employees (636 current and 1,465 former) in respect of the Relevant Period, comprised of:
 - i. \$3,485,753.32 in entitlements;
 - ii. \$1,078,414.95 in interest on the entitlements set out in paragraph 10.a.i. above; and
 - iii. \$351,266.69 in superannuation.
 - b. remediated \$4,719,559.92 to 1,830 employees (617 current and 1,213 former) (**Remediated Employees**);
 - c. yet to remediate:
 - i. a total of \$195,875.04 gross to 271 employees (**Unremediated Employees**); and
 - ii. 256 Professional Remediation Stream employees (**PRS Employees**) still requiring calculation of underpayments.
11. A summary of the contravened clauses of the Agreements, sections of the FW Act and provisions of the Fitness Award are set out in **Attachment A**.
12. Before the execution of this Undertaking, MU notified the FWO that it had:
- a. developed **Schedule A** to this Undertaking, to be a schedule of each of the Remediated Employees who were identified as being underpaid as set out in clause 10.b;

- b. listed the names of Remediated Employees in Column B of Tab 1 of Schedule A;
 - c. paid the amount of the Total Underpayment owed to each Remediated Employee, listed in Column C of Tab 1 of Schedule A (**Wage Underpayment**);
 - d. paid interest payable on the Wage Underpayment to each Remediated Employee, listed in Column D of Tab 1 of Schedule A (**Interest Amount**);
 - e. paid the superannuation payable on the Wage Underpayment to each Remediated Employee, listed in Column E of Tab 1 of Schedule A (**Superannuation Amount**);
 - f. listed the contraventions identified for each Remediated Employee in Tab 1 of Schedule A, which correspond with the contraventions numbered from 1 to 54 listed in Tab 2 of Schedule A. The contraventions are set out in Tab 1 of Schedule A as follows:
 - i. column F details the contravened clauses of the 2014 Agreement;
 - ii. column G details the contravened clauses of the 2018 Agreement;
 - iii. column H details the contravened clauses of the 2023 Agreement;
 - iv. column I details the contravened clauses of the Fitness Award 2010;
 - v. column J details the contravened clauses of the Fitness Award 2020; and
 - vi. column K details the contravened provisions of the National Employment Standards (**NES**) of the FW Act.
13. As at the Commencement Date, MU is continuing to (**Ongoing Remediation Program**):
- a. calculate and rectify all underpayments for the remaining 256 PRS Employees; and
 - b. rectify a total of \$195,875.04 in outstanding underpayments for 271 Unremediated Employees.
14. The FWO acknowledges MU's engagement with the FWO following the Self-report and its commitment to establish and implement comprehensive systems/processes to avoid any future similar contraventions occurring as detailed in, but not limited to, the undertakings referred to in clause 1618 below.
15. In consideration of these matters, the FWO accepts this Undertaking, the terms of which are set out below.

ADMISSIONS

16. The FWO has a reasonable belief, and MU admits, that during the Relevant Period, MU contravened:
- a. section 44 of the FW Act by failing to pay the Remediated Employees the NES entitlements which they were entitled to receive, as set out in Schedule A;
 - b. section 45 of the FW Act by failing to pay the Remediated Employees the Wage Underpayment which they were entitled to receive under the Fitness Award, as set out in Schedule A;
 - c. section 50 of the FW Act by failing to pay the Remediated Employees the Wage Underpayment which they were entitled to receive under the Agreements, as set out in Schedule A; and
 - d. section 535(1) of the FW Act by failing to make and keep records in accordance with the regulations of the *Fair Work Regulations 2009* (Cth) (**FW Regulations**), during the periods set out in Attachment A.
17. The contraventions referred to in clause 16 and detailed in Schedule A do not include:
- a. any contraventions which relate to or arise as a consequence of MU failing to correctly apply the Agreements or the Fitness Award to any employee who is not one of the Remediated Employees, or because of any failure by MU to correctly apply clauses of Agreements or the Fitness Award to a Remediated Employee that is not set out in clause 16 and listed in Schedule A;
 - b. any contraventions which have not yet occurred at the date that this Undertaking is offered by MU; and
 - c. any contraventions of the Agreements, Fitness Award or FW Regulations by MU which occurred outside of the Relevant Period referred to in clause 6 above.

UNDERTAKINGS

18. MU will take the actions set out at clauses 19 to 70 (inclusive) below.

Ongoing Remediation Program

19. Within 180 days of the Commencement Date, MU will complete the outstanding

calculations for the PRS Employees and provide the FWO with the associated methodology documents that underpin the calculations.

20. Within 200 days of the Commencement Date, the FWO may provide feedback to MU regarding the methodology documents that underpin the outstanding calculations relevant for the PRS Employees. MU will implement any adjustments to the methodology as proposed by the FWO.
21. Within 240 days of the Commencement Date, MU will:
 - a. provide the FWO with a report on the outcome of the Ongoing Remediation Program, including a schedule for the Unremediated Employees and PRS Employees which includes the same information, including the Wage Underpayment, Interest Amount and Superannuation Amount calculated for each Unremediated Employee and PRS Employee, and is in the same format as Schedule A (**Ongoing Remediation Program Report**);
 - b. notify the Unremediated Employees and PRS Employees who are subject to the Ongoing Remediation Program in writing of the reason for the Wage Underpayment, including the relevant provisions of the Agreements, Fitness Award and/or the NES that were contravened, the methodology that was applied and the source(s) relied upon by MU to identify the underpayment; and
 - c. rectify all outstanding Wage Underpayments owed to the Unremediated Employees and the PRS Employees including the payment of an Interest Amount and Superannuation Amount.
22. MU will take Reasonable Steps to locate each Unremediated Employee and PRS Employee owed an outstanding Wage Underpayment, Interest Amount or Superannuation Amount.
23. Within 240 days, MU will provide to the FWO Reasonable Evidence of:
 - a. all payments made to rectify the Wage Underpayment, Interest Amount, and Superannuation Amount set out in the Ongoing Remediation Program Report provided to the FWO pursuant to clause 21.a; and
 - b. the Reasonable Steps taken for any Unremediated Employees and PRS Employees MU could not locate.

24. If any Unremediated Employee or PRS Employee to whom a payment relating to a Wage Underpayment is owed cannot be located within 360 days of the Commencement Date, MU will pay the amount (excluding the Interest Amount and Superannuation Amount) for each employee to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act within a further 60 days. MU will complete the required documents to be supplied by the FWO for this purpose.
25. Until all other obligations contained in this Undertaking have been met, in the event that the FWO is able to locate and contact any Unremediated Employee or PRS Employee to whom Wage Underpayments are owed and who has had payments made by MU to the Commonwealth of Australia in accordance with clause 23 above, with the consent of the Unremediated Employee or PRS Employee, the FWO will (in addition to its obligations under section 559 of the FW Act) notify MU in writing of the name and contact details of the Unremediated Employee or PRS Employee. Within 28 days of receiving any such notice MU will:
 - a. pay to the Unremediated Employee or PRS Employee the Interest Amount on the total Wage Underpayment already paid to the Commonwealth of Australia in respect of that employee; and
 - b. pay to the Unremediated Employee or PRS Employee any applicable Superannuation Amount to the nominated superannuation fund equal to the amount that would have been required by law, had MU paid the Wage Underpayment directly to the employee.

Workplace relations systems, processes and training

26. Within 30 days of the Commencement Date, MU will provide the FWO with Reasonable Evidence of the systems and processes that it is implementing (whether planned, in progress and/or completed) to ensure future compliance with its obligations under the FW Act, the FW Regulations, the 2023 Agreement (and any future replacement instrument). In particular, this will include:
 - a. implementing, reconfiguring or updating payroll and record keeping systems as they relate to wage and entitlement payments; and

- b. planning and implementing appropriate compliance monitoring activities.
27. The FWO may, within 28 days of receiving the Reasonable Evidence referred to in clause 26 above, seek reasonable further information regarding the systems and processes from MU by issuing a written notice to MU specifying the additional information required. MU must provide the information specified in such a notice within 21 days of receipt.

Mandatory training

28. MU will develop and deliver training for all persons responsible for the management of employees, human resources, recruitment and payroll (including but not limited to managers of casual employees and employees who approve hours of work) have completed training which satisfies clause 29 below.
29. The mandatory training must:
- a. be provided by qualified internal human resources professionals as either face to face or online training modules; and
 - b. cover, at a minimum:
 - i) the application of the 2023 Agreement and any future replacement instrument/s, including but not limited to training on the different entitlements for day and shift workers, and different entitlements for ordinary hours and overtime; and
 - ii) other FW Act entitlements and obligations including the National Employment Standards and record keeping obligations.
30. Within 180 days of the Commencement Date, MU will provide to the FWO Reasonable Evidence of MU's compliance with clause 28 including:
- a. a copy of the training materials used; and
 - b. a schedule or list of the employees who received the training and the date on which they attended.

Independent Audit

31. MU must engage, at its cost, an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent**

Auditor) as approved by the FWO to conduct up to two audits of MU's compliance with the FW Act, the FW Regulations, the 2023 Agreement and/or any future replacement instrument/s.

32. MU will notify the FWO of its proposed Independent Auditor within 12 months of the Commencement Date. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require MU to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. The Independent Auditor must be approved by the FWO in writing before being engaged by MU.
33. MU must ensure that:
 - a. the **first** audit commences by no later than 22 months after the Commencement Date and examines two full pay periods falling within the period spanning 18 to 21 months after the Commencement Date;
 - b. the **second** audit, which will be undertaken only where the FWO considers that there are issue(s) (including an underpayment of minimum entitlements to one or more employee) arising from the first audit, examines two full pay periods falling within the period spanning 30 to 33 months after the Commencement Date of this Undertaking;
 - c. prior to the commencement of each audit, it provides, for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct each of the audits;
 - d. each of the audits include:
 - i. an assessment of the number of employees that is equivalent to 5% of MU's total full-time employees to whom the 2023 Agreement (or any replacement industrial instrument) 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 (**Sampled Employees**) in respect of their employment by MU;
 - ii. an assessment of whether the Sampled Employees have been correctly

classified by MU;

- iii. an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period are compliant with the FW Act and 2023 Agreement (or any replacement industrial instrument/s); and
- iv. an assessment of whether pay slip and record keeping systems are compliant with the FW Act and the FW Regulations.

34. MU will use its best endeavours to ensure that:

- a. within 180 days of the commencement of the audits, a draft written report setting out the draft audit findings and the facts and circumstances supporting the findings are provided to both the FWO and MU. MU will be given the opportunity to review the draft audit report and, if there are any factual inaccuracies, to provide comments to the Independent Auditor and the FWO regarding the inaccuracies. The FWO may provide any comments to the Independent Auditor regarding the report as it sees fit. Any such comments will be submitted to the Independent Auditor for consideration in the final report within 30 days of the draft audit report being provided to the FWO and MU;
- b. within 30 days of the FWO and MU providing any comments on the draft report to the Independent Auditor (pursuant to clause 34(a) above), the Independent Auditor finalises the audit and provides a written report of the audit (**Audit Report**) to the FWO and MU;
- c. that the Audit Report includes the following declarations from the Independent Auditor:
 - i. the Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;
 - ii. an undertaking that, notwithstanding that the Independent Auditor is retained by MU, it has acted independently, impartially, objectively and without influence from MU in preparing the report;
 - iii. the report is provided in accordance with applicable professional standards (which will be listed in the report); and

- iv. the report is provided to the FWO for its benefit and the FWO can rely on the report.
35. If any audit identifies any underpayments to any current or former employees, MU will:
- a. rectify any underpayments identified in the relevant audit period;
 - b. conduct a reconciliation of the amounts paid and owed to those employees in the 12-month period immediately before the relevant audit period and rectify any underpayments that are identified;
 - c. provide to the FWO Reasonable Evidence of such rectification and reconciliation within 90 days of MU's receipt of the Audit Report;
 - d. if any former employees identified in the Audit as having underpayments owing to them cannot be located within 180 days of the 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. MU will complete the required documents supplied by the FWO for this purpose; and
 - e. undertake a separate review into whether any current or former employees not identified in the audit would also have underpayments owing to them of the kind identified in the Audit Report, and, if so, undertake the rectification steps at clauses 35 (a and (d above.
36. If requested by the FWO, MU will provide the FWO with all records and documents used to conduct the audit within 30 days of such a request.

Complaints and review mechanism

37. Within 30 days of the Commencement Date, MU will establish and maintain a complaint and review mechanism (**Mechanism**) for its Remediated Employees, Unremediated Employees and PRS Employees who do not believe they have received their correct entitlements in relation to the Underpayment amount owing to them.
38. For the avoidance of doubt, the Mechanism should as far as practicable be consistent with the process for the resolution of disputes established under clause 34 of the 2023 Agreement. The Mechanism will be available to all Remediated Employees, Unremediated

Employees and PRS Employees.

39. MU will promote the Mechanism to Remediated Employees, Unremediated Employees and PRS Employees via MU's external internet and internal intranet sites.
40. The Mechanism will include provision for employees to be represented by the National Tertiary Education Union (**NTEU**) or another chosen representative. The NTEU will also have standing to initiate a dispute.
41. MU will issue written guidance to all decision makers under the terms of the Mechanism detailing MU's approach to assumptions and expectations when resolving complaints or disputes. Where there is a lack of records to determine an employee's entitlements, or ambiguity as to the interpretation of the industrial instrument to be applied and a lack of clear university policy as to the interpretation to be applied, the Mechanism will be favourable to employees.
42. MU will report to the FWO all instances of complaints or disputes arising from the Mechanism on a quarterly basis, including the outcomes of these complaints or disputes.
43. MU will establish and maintain, via the MU Human Resources Team, centralised oversight of any complaint arising from the Mechanism to ensure consistent management and outcomes.
44. Where appropriate, the FWO will notify MU within 14 days of any request for assistance being received by the FWO where the FWO identifies that the Mechanism has not first been applied.
45. Within 30 days of receipt of the notification referred to in clause 44 above, MU will report the outcome of the complaint or dispute to the FWO. MU will also provide, within a reasonable period specified by the FWO, Reasonable Evidence relied upon to satisfy itself that MU met its obligations with respect to Remediated Employees, Unremediated Employees and PRS Employees.
46. MU undertakes to cooperate fully in relation to any request for assistance received by the FWO in relation to an employee where the employee does not consider the complaint has been addressed through the Mechanism.

Employee Hotline

47. Within 30 days of the Commencement Date, at its own expense, MU will operate a dedicated telephone number for all current and former employees to whom the Agreements and Fitness Award apply, or had applied, to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**). Employees will have the option of making enquiries on a confidential basis.
48. MU will:
 - a. ensure the Employee Hotline remains operational for a period of 2 years; and
 - b. communicate the existence and purpose of the Employee Hotline by way of notice on the intranet for current staff and email to the last known email address of all former employees to whom the Agreements and Fitness Award apply, or had applied, known as at the Commencement Date, and dating back to January 2015.
49. MU will:
 - a. ensure the notice/email is in the form of **Attachments C and D** to this Undertaking;
 - b. provide evidence to the FWO that the email has been sent to all required current and former employees within 45 days of the Commencement Date;
 - c. take steps to respond to each telephone enquiry and seek to resolve any issues within 90 days and notify the FWO of any issues that are not resolved within 120 days; and
 - d. provide a de-identified list of enquiries received by the Employee Hotline to the FWO at the end of the two-year period, which includes information about how the enquiries were resolved.

Website Notice

50. Within 14 days of the Commencement Date, but not before the FWO publishes a media release on its website in respect of this Undertaking, MU will place a notice on the home page of its website at <https://www.murdoch.edu.au/> (**Website Notice**).
51. The Website Notice must:
 - a. be in the form of the Website Notice set out at **Attachment C**;

- b. be displayed in at least size 10 font; and
 - c. remain on the website for a period of 1 year.
- 52. Within 30 days of placing the Website Notice on its website, MU will provide to the FWO evidence of its placement.

Notification to Remediated Employees, Unremediated Employees and PRS Employees

Remediated Employees

- 53. Within 14 days of the Commencement Date, but not before the FWO publishing a media release on its website in respect of the Undertaking, MU will issue a letter (**Notification Letter**) in the form of **Attachment D** to the last known address or email address of all Remediated Employees.
- 54. Within 30 days of the Commencement Date, MU will provide the FWO with written assurance in the form of a letter or an email, to confirm that each Remediated Employee has been issued with a copy of the Notification Letter.

Unremediated Employees and PRS Employees

- 55. Within 14 days of the completion of the Ongoing Remediation Program, MU will issue a **Notification Letter** in the form of **Attachment D** to the last known address or email address of all Unremediated Employees and PRS Employees.
- 56. Within 30 days of the completion of the Ongoing Remediation Program, MU will provide the FWO with written assurance in the form of a letter or an email, to confirm that each Unremediated Employee and PRS Employee has been issued with a copy of the Notification Letter.

Workplace Engagement Group – Worker Voice

- 57. For a period of three years from the Commencement Date, MU will take necessary steps to enable the Workplace Engagement Group (as described in the 2023 Agreement) to operate in accordance clauses 37.2 and 37.3 of the 2023 Agreement (or any equivalent clause in any future replacement instrument).
- 58. Proceedings of the Workplace Engagement Group meetings shall not be confidential, and

MU will provide a reasonable amount of time release (or equivalent) to employee representatives nominated by the NTEU for the purposes of preparing for and attending Workplace Engagement Group meetings.

59. MU will provide secretariat support to the Workplace Engagement Group.
60. For a period of three years from the Commencement Date, MU will provide quarterly reports to the Workplace Engagement Group on:
 - a. the steps it has taken to comply with the terms of this Undertaking;
 - b. its progress on any outstanding payments that form part of the Ongoing Remediation Program; and
 - c. identified or potential non-compliance with matters covered by this Undertaking that MU has been made aware of by employees or the NTEU, including the scope, number of affected employees and remediation efforts in relation to any potential underpayment.
61. For a period of three years from the Commencement Date, MU will provide the FWO with a copy of the quarterly reports provided to the Workplace Engagement Group under clause 60 above.

Governance Obligations

62. As part of MU's Governance Obligations, the Senate Audit and Risk Committee (**ARC**), a sub-committee of the MU Senate, is responsible for monitoring and advising the Senate on effective risk management in relation to employee matters, including MU's compliance with the FW Act, FW Regulations and 2023 Agreement (or any future replacement instrument/s), and this Undertaking. The Senate ARC reports regularly to the Senate.
63. The Chair of the Senate ARC is a member of the Senate. The Chancellor (or Deputy Chancellor as delegate) are ex-officio members of the Senate ARC.
64. MU will:
 - a. ensure that the Senate and Senate ARC are notified of this Undertaking and any future contraventions of workplace laws identified during the duration of this Undertaking. Any contraventions of workplace laws identified during the duration of this

Undertaking and reported to the Senate and Senate ARC will include information on how and when the contravention has been or will be rectified;

- b. include a standing agenda item for all Senate ARC meetings to discuss and address (where identified) compliance with MU's obligations pursuant to this Undertaking. This includes reporting on the implementation and accuracy of any process (however described) pursuant to this Undertaking;
 - c. include a standing agenda item for all Senate ARC meetings to discuss compliance with MU's obligations pursuant to the FW Act, FW Regulations, the 2023 Agreement and/or any future replacement instrument/s;
 - d. include a standing agenda item for all Senate ARC meetings to discuss and address (where identified) any disputes arising in relation to MU's obligations (however described) including but not limited to anything arising pursuant to this Undertaking;
 - e. include a standing agenda item for the Senate to receive reports from the Senate ARC on the matters raised in clauses 64(b) to (d) above; and
 - f. ensure that each Audit Report referred to in clause 34(b) is tabled before the Senate and Senate ARC, 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 Senate and Senate ARC.
65. If requested by the FWO, MU will provide to the FWO any documents held by the Senate or Senate ARC relating to its monitoring of MU's compliance with workplace laws, including but not limited to reports prepared for the Senate or Senate ARC and copies of Senate or Senate ARC minutes.

Contrition Payment

66. Within 28 days of the Commencement Date, MU will make a contrition payment of \$125,000 to the Consolidated Revenue Fund.
67. MU will provide evidence to the FWO of the contrition payment being paid within 14 days of making the payment to the Consolidated Revenue Fund.

Extensions on times for completion

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

No Inconsistent Statements

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

No waiver of privilege

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

ACKNOWLEDGEMENTS

72. MU 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 MU set out in clause 16 above in respect of decisions taken regarding enforcement action in the event that MU is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by MU 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, MU may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- d. if MU 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 MU in clause 16 above, and also in respect of the question of costs.

Dictionary

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

- **Interest Amount** is defined at clause 12(d) of this Undertaking and is extended to also mean the interest on any relevant underpayment within the scope of this Undertaking, calculated at the Federal Court pre-judgment interest rate.
- **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 MU or by any of its servants or agents; and/or
 - b. the accuracy and correctness of any information provided by MU, or by any of its servants or agents; and/or
 - c. compliance by MU with any term of this Undertaking.
- **Reasonable Steps** will include, but are not limited to, repeated and multi-channel attempts to contact an affected employee through:
 - a. last known details from employee files including email, mobile telephone for direct calls and SMS and last known address for post; and
 - b. utilisation of assistance by the relevant manager or Head of Department of the affected employee as appropriate.
- **Superannuation Amount** is defined at clause 12(e) of this Undertaking and is extended to also mean the superannuation on any relevant wage underpayment within the scope of this Undertaking, calculated at the applicable superannuation guarantee charge rate as at the date of each payment.

Executed as an undertaking

EXECUTED by an authorised person of Murdoch University (ABN 61 616 369 313)

Professor Andrew J Deeks
Vice Chancellor & President

(Name and position of authorised signatory)



(Signature of authorised signatory)

in the presence of:

Gemma Cominelli

(Name of witness)



(Signature of witness)

28 August 2026

(Date)

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

Michael Campbell - Group Manager, Operations

(Name and role of Delegate)



(Signature of Delegate)

1 September 2026

(Date)

Delegate for the Fair Work Ombudsman

in the presence of:



(Signature of witness)

Louise Cato

(Name of Witness)

ATTACHMENT A – SUMMARY OF CONTRAVENTIONS

Entitlement	Contravention	Contravention Start Date	Contravention End Date
Contraventions of section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2014 Agreement			
Classification and Reclassification - minimum rates of pay for casual professional employees (failing to pay the correct rate of pay for a classification)	Clause 65 and schedules 5 and 2	1 January 2015	2 August 2018
Salary Progression within a Level	Clause 72.3	1 January 2015	2 August 2018
Casual Appointment - casual loading for casual professional employees	Clause 59.6(a)(i)	1 January 2015	2 August 2018
Casual Appointment - minimum engagement periods for casual professional employees	Clause 59.6(a)(ii)	1 January 2015	2 August 2018
Casual Appointment – overtime for casual professional employees	Clause 59.6(a)(iii)	1 January 2015	2 August 2018
Shift Allowances & Additional Leave Entitlements professional employees – Afternoon or night shift allowance	Clause 77 (b)(i)	1 January 2015	2 August 2018
Shift Allowances & Additional Leave Entitlements professional employees – Saturday shift allowance	Clause 77 (b)(ii)	1 January 2015	2 August 2018
Shift Allowances & Additional Leave Entitlements professional employees – Sunday shift allowance	Clause 77 (b)(iii)	1 January 2015	2 August 2018
Shift Allowances & Additional Leave Entitlements professional employees – Holiday shift allowance	Clause 77 (b)(iv)	1 January 2015	2 August 2018
Overtime - professional employees working outside of ordinary hours on a weekday first 3 hours	Clause 78.1 and 78.2	1 January 2015	2 August 2018
Overtime - professional employees working outside of ordinary hours on a weekday after 3 hours	Clause 78.1 and 78.2	1 January 2015	2 August 2018
Overtime - professional employees working on a Saturday first 3 hours	Clause 78.1 and 78.2	1 January 2015	2 August 2018
Overtime - professional employees working on a Saturday after 3 hours or after 12 noon	Clause 78.1 and 78.2	1 January 2015	2 August 2018
Overtime - professional employees working on a Sunday	Clause 78.1 and 78.2	1 January 2015	2 August 2018

Entitlement	Contravention	Contravention Start Date	Contravention End Date
Overtime - professional employees working on a Holiday	Clause 78.1 and 78.2	1 January 2015	2 August 2018
Overtime - Employee's required to Return to Duty – minimum payment on Saturday, Sunday or Holiday	Clause 78.3(a)	1 January 2015	2 August 2018
Overtime for Employee's required to Return to Duty – minimum payment on a weekday when prior notice has been given	Clause 78.3(b)(i)	1 January 2015	2 August 2018
Overtime for Employee's required to Return to Duty – minimum payment on a weekday when no prior notice has not been given	Clause 78.3(b)(ii)	1 January 2015	2 August 2018
Annual leave loading for fixed term/continuous professional employees	Clause 90	1 January 2015	2 August 2018
Academic Casual Rates and Descriptors - Lecturing	Schedule 3	1 January 2016	2 August 2018
Academic Casual Rates and Descriptors - Tutoring	Schedule 3	1 January 2016	2 August 2018
Academic Casual Rates and Descriptors - Marking	Schedule 3	1 January 2016	2 August 2018
Academic Casual Rates and Descriptors - Undergraduate Clinical Nurse Education	Schedule 3	1 January 2016	2 August 2018
Academic Casual Rates and Descriptors - Other Required Academic Activity Including Demonstrating	Schedule 3	1 January 2016	2 August 2018
Contraventions of section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2018 Agreement			
Remuneration - minimum rates of pay per classification for casual professional employees	Clause 16.1, and Schedule 1	3 August 2018	24 October 2022
Salary Step Progression within a Level for casual professional employees	Schedule 16.2	3 August 2018	24 October 2022
Casual Loading for casual professional employees	Clause 7.3(a)	3 August 2018	24 October 2022
Casual (Professional Employees) Application of Casual Loading on Penalty Rates	Clause 9.1(a)	3 August 2018	28 March 2024
Minimum Engagement periods for a Casual Professional Employee	Clause 9.2	3 August 2018	28 March 2024
Shift Work (Professional Employees) - Saturday and Sunday Shift allowance	Clause 12.6(a)	3 August 2018	24 October 2022
Shift Work (Professional Employees) - Afternoon Shift allowance	Clause 12.6(b)	3 August 2018	24 October 2022
Shift Work (Professional Employees) - Night Shift allowance	Clause 12.6(c)	3 August 2018	24 October 2022
Shift Work (Professional Employees) - Public Holiday Shift allowance	Clause 12.6(d)	3 August 2018	28 March 2024

Entitlement	Contravention	Contravention Start Date	Contravention End Date
Overtime (Professional Employees) working outside of ordinary hours on a weekday first 3 hours	Clause 13	3 August 2018	28 March 2024
Overtime (Professional Employees) working outside of ordinary hours on a weekday after 3 hours	Clause 13	3 August 2018	28 March 2024
Overtime (Professional Employees) working on a Saturday first 3 hours	Clause 13	3 August 2018	28 March 2024
Overtime (Professional Employees) working on a Saturday after 3 hours or after 12 pm	Clause 13	3 August 2018	28 March 2024
Overtime (Professional Employees) working on a Sunday	Clause 13	3 August 2018	28 March 2024
Overtime (Professional Employees) working on a Public Holiday	Clauses 13	3 August 2018	28 March 2024
Recalled to Work – to work overtime minimum payment on Saturday, Sunday or Public holiday	Clauses 13.7	3 August 2018	28 March 2024
Recalled to Work – to work overtime minimum payment on a weekday when prior notice given	Clauses 13.7	3 August 2018	28 March 2024
Recalled to Work – to work overtime minimum payment on a weekday when no prior notice given	Clauses 13.7	3 August 2018	28 March 2024
Leave loading for fixed term/continuous professional employees	Clause 22.13	3 August 2018	28 March 2024
Casual Academic Employees - Casual Rates - Lecturing	Schedule 2	3 August 2018	28 March 2024
Casual Academic Employees - Casual Rates - Tutoring	Schedule 2	3 August 2018	28 March 2024
Casual Academic Employees - Casual Rates - Marking	Schedule 2	3 August 2018	28 March 2024
Casual Academic Employees - Casual Rates - Undergrad Clinical Nursing	Schedule 2	3 August 2018	28 March 2024
Casual Academic Employees - Casual Rates - Other Rates	Schedule 2	3 August 2018	28 March 2024
Contraventions of section 50 of the <i>Fair Work Act 2009</i> by failing to comply with the 2023 Agreement			
Casual Loading on Penalty Rates for Casual Professional Employees	Clause 9.1	29 March 2024	21 April 2025
Shift Work (Professional Employees) - Public Holiday Shift allowance	Clause 12.6(e)	29 March 2024	21 April 2025
Overtime (Professional Employees) for work on a Public Holiday	Clause 13.1	29 March 2024	21 April 2025
Casual Academic Employees - Casual Rates - Marking	Schedule 2	29 March 2024	14 November 2025
Contraventions of section 44 of the <i>Fair Work Act 2009</i> by failing to comply with the National Employment Standards			
Annual Leave taken	Section 90(1)	1 January 2015	7 December 2022

Entitlement	Contravention	Contravention Start Date	Contravention End Date
Annual Leave at termination	Section 90(2)	1 January 2015	7 December 2022
Payment for Paid personal / Carer Leave	Section 99	1 January 2015	7 December 2022
Contraventions of section 45 of the <i>Fair Work Act 2009</i> by failing to comply with the <i>Fitness Award 2010</i> until 12 November 2020 and the <i>Fitness Award 2020</i> from 13 November 2020			
Minimum Engagement	Clause 12.3 <i>Fitness Award 2020</i> Clause 13.4 <i>Fitness Award 2010</i>	1 January 2015	30 April 2023
Unpaid meal break	Clause 14.1(b) <i>Fitness Award 2020</i> Clause 25.1 <i>Fitness Award 2010</i>	1 January 2015	30 April 2023
Break between shifts	Clause 19.3 <i>Fitness Award 2020</i> Clause 26.2 <i>Fitness Award 2010</i>	1 January 2015	30 April 2023
Overtime rates – first 2 hours Monday to Saturday	Clause 19.2(a) <i>Fitness Award 2020</i> Clause 26.1 <i>Fitness Award 2010</i>	1 January 2015	30 April 2023
Overtime rates – after first 2 hours Monday to Saturday	Clause 19.2(a) <i>Fitness Award 2020</i> Clause 26.1 <i>Fitness Award 2010</i>	1 January 2015	30 April 2023
Overtime rates – Sundays	Clause 19.2(b) <i>Fitness Award 2020</i> Clause 26.1 <i>Fitness Award 2010</i>	1 January 2015	30 April 2023

Entitlement	Contravention	Contravention Start Date	Contravention End Date
Casual rate – Ordinary hours Saturday, Sunday or public holiday	Clause 12.1(b) <i>Fitness Award 2020</i> Clause 13.3 <i>Fitness Award 2010</i>	1 January 2015	30 April 2023
Contraventions of section 535(1) of the <i>Fair Work Act 2009</i> by failing to make and keep records in accordance with the <i>Fair Work Regulations 2009</i>			
Records - Pay	Regulation 3.33(3)(d)	1 January 2015	2 August 2018
Records - Pay	Regulation 3.33(3)(e)	1 January 2015	2 August 2018
Records - Overtime	Regulation 3.34	1 January 2015	2 August 2018

ATTACHMENT B – REMEDIATION STREAMS

Remediation Stream	Period	Total Underpayment	Status of remediation (reported by MU as at the Commencement Date)
Professionals Remediation Stream	1 January 2015 to 24 October 2022.	\$2,529,807.75 to 1,124 employees.	The entitlements of a further 256 employees require calculation and payment which forms part of the Ongoing Remediation Program.
PhD Rate Remediation Stream	1 January 2016 to 30 December 2023.	\$535,642.46 to 376 employees.	The entitlements of 32 employees, totalling \$30,127.37 require payment which forms part of the Ongoing Remediation Program.
OUA Remediation Stream	1 January 2016 to 1 January 2023.	\$17,181.56 to 10 employees.	Complete.
Repeat Lectures and Tutorials Remediation Stream	1 January 2017 to 2 September 2024.	\$113,738.53 to 192 employees.	The entitlements of 47 employees totalling \$18,083.22 (gross) require payment which forms part of the Ongoing Remediation Program.
Kulbardi Tutors Remediation Stream	1 February 2016 to 25 November 2023.	\$44,951.45 to 29 employees.	The entitlements for 1 employee totalling \$4,121.15 (gross) require payment which forms part of the Ongoing Remediation Program.
Casual Minimum Engagement Remediation Stream	1 January 2016 to 13 May 2024.	\$605,938.50 to 723 employees.	The entitlements of 243 employees totalling \$63,694.03 (gross) require payment which forms part of the Ongoing Remediation Program.
SHAN and Shift Penalties Remediation Stream	1 January 2015 to 24 October 2022.	\$87,430.58 to 75 employees.	The entitlements of 3 employees, totalling \$388.69 (gross) require payment which forms part of the Ongoing Remediation Program.
Public Holiday Remediation Stream	1 January 2017 to 31 December 2024.	\$319,096.60 to 354 employees.	The entitlements of 85 employees, totalling \$41,887.03 (gross) require payment which forms part of the Ongoing Remediation Program.
Public Holiday Remediation Stream (2023)	29 March 2024 to 21 April 2025.	\$9,940.25 to 35 employees	Complete.

Remediation Stream	Period	Total Underpayment	Status of remediation (reported by MU as at the Commencement Date)
MU Sports Remediation Stream	1 January 2016 to 21 April 2023.	\$634,356.16 to 144 employees.	The entitlements of 29 employees totalling \$32,284.86 (gross) require payment which forms part of the Ongoing Remediation Program.
Significant Marking Stream	1 January 2017 to 2 December 2025.	\$14,040.19 to 29 employees.	The entitlements of 9 employees totalling \$1,977.76 (gross) require payment which forms part of the Ongoing Remediation Program.
Annual Leave Loading Stream	1 January 2015 to 24 October 2022.	\$3,310.93 to 65 employees.	The entitlements of 65 employees totalling \$3,310.93 (gross) require payment which forms part of the Ongoing Remediation Program.

ATTACHMENT C– WEBSITE NOTICE

In 2022, Murdoch University commenced a review of its compliance with the Murdoch University Enterprise Agreement 2014, the Murdoch University Enterprise Agreement 2018, the Fitness Industry Award 2010 and the Fitness Industry Award 2020. The review then extended to the Murdoch University Enterprise Agreement 2023 after this came into effect. Through its review of payroll practices and employee entitlements covering the period from 1 January 2015 to 2 December 2025, the University identified a number of instances where certain employee entitlements had not been paid correctly. These issues related to specific entitlement types and employee cohorts at different points in time during the review period, rather than affecting all employees or all entitlements throughout the entire period. As part of the review process, the University voluntarily disclosed these contraventions to the Fair Work Ombudsman (FWO).

The University has personally notified its impacted current and former employees of the contraventions and the underpayments owed. The University apologises unreservedly for the contraventions, and we are taking all necessary steps to remedy the contraventions, including completing the remediation program and committing to conducting an independent audit.

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

Murdoch University has set up a complaints and review process for handling any disputes about remedies made and the process may be engaged by contacting our People and Culture Office as follows:

- i) Current employees should request a payroll investigation via the Service Portal; or
- ii) Former employees can email payrollremediation@murdoch.edu.au.

Murdoch University has also set up a dedicated hotline to respond to any queries or questions relating to your employment, please contact:

- i) Telephone: (08) 9360 1501; or
- ii) Email: payrollremediation@murdoch.edu.au.

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

ATTACHMENT D – LETTER TO EMPLOYEES

Dear <insert name>

As you have already been made aware, on 15 March 2022, Murdoch University 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 employees under the Murdoch University *Enterprise Agreement 2014*, the *Murdoch University Enterprise Agreement 2018* and the *Murdoch University Enterprise Agreement 2023* (**Enterprise Agreements**), for the period of 1 January 2015 to 2 December 2025, with varying impacts for individuals. The University also identified a number of record-keeping contraventions.

The University has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws. The University will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance, including finalising its remediation program and commissioning an independent audit of employee entitlements.

Murdoch University has set up a complaints and review process for handling any disputes about remedies made and the process may be engaged by contacting our People and Culture Office as follows:

- i) Current employees should request a payroll investigation via the Service Portal;
or
- ii) Former employees can email payrollremediation@murdoch.edu.au.

Murdoch University has also set up a dedicated hotline to respond to any queries or questions relating to your employment, please contact:

- i) Telephone: (08) 9360 1501; or
- ii) Email: payrollremediation@murdoch.edu.au.

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

Yours sincerely

Murdoch University