

FAIR WORK COMMISSION

Commission Matter No.:
AM2015/6

4 yearly review of modern awards – Education group
Higher Education Industry - Academic Staff - Award 2010

STATEMENT OF LAURA-LEIGH CAMERON-DOW

I, Laura-Leigh Cameron-Dow, care of Bond University, 14 University Drive, Robina in the State of Queensland, state as follows:

1. I have previously made a statement (undated) for the purpose of these proceedings which was Attachment 3 to the outline of submissions of the Bond University Academic Staff Association dated 10 March 2016.
2. I have read the statement of Dr Nickolas James dated 30 August 2016 filed in these proceedings (**Dr James' statement**).
3. I am 48 years of age and have a Bachelor of Laws (Honours) from Bond University, which I completed in 2005.
4. I have a Graduate Diploma of Legal Practice from the College of Law, which I completed in 2005.
5. Upon completing my Bachelor degree and Graduate Diploma, I was admitted in February 2006 and worked as a solicitor.

2008-2014: Sessional contracts

6. I commenced parental leave on 7 March 2008, and at that time I was working at Slater and Gordon Lawyers in Brisbane.
7. I started working at Bond University in May 2008 after [REDACTED] from Bond University contacted me and asked if I wanted to work three hours a week as a sessional Tutor while I was on parental leave.
8. I allowed my practising certificate to lapse when I commenced my employment at Bond University in 2008.
9. There are three "semesters" per year according to the Bond University academic calendar. I was initially employed as a sessional employee (for one semester only) on a fixed term contract for the May semester as an Adjunct Teaching Fellow (titles varied during my time at Bond, from "Adjunct Teaching Fellow" to "Adjunct Tutor" to "Sessional Tutor" and "Sessional Teaching Fellow"). The contracts ran from day one, week one of the semester to Friday of week 12 but the older contracts usually just stated 'for the May semester' or 'for the January semester'. My more recent contracts stipulate the start and end dates of the contract. The contracts never ran up against each other and consequently I was unemployed for a period between semesters.

Witness

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10. When I started in 2008, I had an hourly rate which provided for me to be employed [REDACTED] [REDACTED] and if I completed say eight tutorials per week during the semester then my total rate would be [REDACTED]
 11. In 2011, the contract had the tutorial rate as [REDACTED] In June 2011 I started also coordinating lectures and my fixed term/sessional contract provided for a fixed rate [REDACTED] for teaching one two-hour lecture and four one-hour tutorials per week and at least one hour of student consultation per week. I was also to be paid an additional [REDACTED] for every extra one-hour tutorial (in addition to the usual four hours per week).
 12. All of my contracts have been teaching contracts and I have never been required to undertake research in addition the teaching requirements.
 13. After my initial contract with Bond University in 2008, I was then re-employed in the same position on another sessional fixed term contract for the following semester, which was the September semester. The contract did not specify exact dates but stated 'for the September semester'.
 14. My hours were increased for the September semester, and I was required to perform 8 – 10 hours each week as a Tutor.
 15. I was also required to perform other tasks such as marking, preparation and consultation. The amount of hours that I was required to work for these tasks varied, and depended on the types of assessments for the particular course. Sometimes I was required to mark written essays, and other times I was to watch and assess presentations or mock negotiations.
 16. I continued to be employed on rolling sessional (semester-by-semester) fixed term contracts until August 2013.
 17. My sessional contracts were generally presented to me a week or two before the commencement of each trimester.
 18. I asked for permanent employment at the end of 2009, after five semesters of working under rolling fixed term contracts. I had a meeting with the Faculty HR staff member at the time (whose name I cannot recall) who said to me words to the following effect:

"Bond University only hires sessional employees and you have to apply for an advertised position if you would like ongoing tenure."
 19. In total, I have formally applied for permanent employment, or for 3-year contract positions, on four occasions since the commencement of my employment. The first time I applied was in 2011 for the position of Senior Teaching Fellow for a fixed twelve-month contract. My application was not successful. I was told at that time by [REDACTED] that I needed to be enrolled in a PHD to be considered for the position, which I subsequently did in 2012 (see paragraph 22 below).
 20. In the September semester in 2011 I became a Course Co-ordinator, but I was still employed on sessional fixed term contracts. As part of this role I was required to prepare all course material, deliver the lectures, and I was responsible for preparing the tutorial questions and answers. I was also required to develop the assignments, set and mark exams and coordinate the subject. I was still required to do 1 hour of consultations per two hours of teaching time, and I was responsible for managing a Tutor.
 21. In April 2012 my position was changed from a Teaching Fellow to a Senior Teaching Fellow, but I was still employed on sessional fixed term contracts. As a Senior Teaching Fellow, I was required to perform the same duties as before, on the same pay scale. It was a change of title to reflect my work as a course co-ordinator as Teaching Fellows did not co-ordinate courses.

At the time, I was one of the first two course co-ordinators employed on a sessional (semester-by-semester) basis. Until that point, sessional staff were employed only to tutor and all course co-ordinators were on either 12-month or 3-year fixed term contracts, or were permanent employees.

22. Contrary to paragraph 19 of Dr James' statement, I did not commence my PhD when I started working at Bond in 2008. I commenced a PhD at Bond University in September 2012 after I received a Dean's scholarship. The scholarship was not a requirement of my teaching but I was advised by [REDACTED] that I could not obtain a 12 month or 3 year fixed term contract if I did not obtain a PhD.
23. Under the terms of the scholarship, I was only supposed to be tutoring for five hours a week because the scholarship was supposed to be full time. The full time scholarship had restricted teaching hours as scholarship students were expected to do 35 hours a week on their PhD. Tutoring was not specified in the scholarship, which merely provided that paid work was to be limited to approximately one day per week. My tutoring hours were occasionally increased with Dr James' consent.
24. I tutored for five hours a week for the duration of 2013, as well as the first two semesters of 2014. I remained on rolling semester-by-semester fixed term contracts during this time.
25. During the last semester of 2014 and the first two semesters of 2015, at the end of which my scholarship ceased, I worked as a course coordinator with a full teaching load. This was for ten hours a week, which involved one two-hour lecture and eight hours of classes. My PhD scholarship ended in August 2015.
26. In 2014 I also applied for a Senior Teaching Fellow three-year contract, but was turned down because, as I was told by Dr James, I was still on a scholarship. Dr James advised me that I could not get a full time teaching contract if I was on a full time scholarship. He advised me to apply for the next round after I had completed my PhD.

2015 – 12-month contracts

27. My scholarship ended in August 2015, after which there was no limitation on how many teaching hours I was able to work.
28. On 1 September 2015 I was employed on a 12 month fixed term contract. This was my first non-sessional, one-year contract at Bond University since I commenced employment in 2008. Annexed and marked "LCD6" is a copy of this employment contract.
29. My contract expired on 31 August 2016. In July 2016 I was provided with a new 12 month contract to sign which I did. My current contract ends on 1 September 2017 and states that I am a Senior Teaching Fellow. I was never given any formal prior notice that my contract would be renewed; despite previously being allocated classes that were scheduled to commence after my contract was due to expire as described in paragraphs 43 and 53 below.
30. Since I commenced as a Course Coordinator, I have lectured six different subjects and only one of them was prepared during the previous twelve month contract. It is rare for a law lecturer to co-ordinate more than 2 subjects unless a third is an elective in their specialty area. I have co-ordinated 3 core subjects (compulsory under the Priestley 11) and 3 electives.
31. Due to the full teaching load during semester, the majority of my course material for each new subject had to be prepared during the unpaid breaks between semesters. There is no extra payment for preparing course material so even when I prepared new material during the prior

semester, I was only being paid hourly rates for the lectures and tutorials that I was teaching. No allowance was made for preparing course material.

32. I believe the permanent full time employees who teach a full time load are only required to teach for eight hours each week, while the sessional course coordinators who are employed on a twelve month fixed term contract are required to teach for ten hours each week. This statement was made by the Deputy Dean Brenda Marshall at a Faculty Meeting. Twelve-month contracts are generally offered on a teaching-only basis and do not require any research or publishing output; whereas 3-year or permanent staff have a research and publishing output requirement unless they are on a teaching-only contract.
33. However, the University has made it clear there is no possibility of advancing further or being transferred to a 3 year or permanent position without undertaking a PhD and publishing as all advertised positions from Assistant Professor Level A upwards require undertaking or completion of a PhD. For 12 month fixed term contract employees like me, there is still the requirement to do a PhD and publish unless you want to stay on rolling 12-month or sessional contracts forever, but no allowance is made for research and publishing in the allocation of teaching hours.
34. As far as I am aware, the employees who are employed on a three year fixed term contract, and who teach a full time load, are also required to teach for eight hours each week.
35. We are all paid the same pay rate for each level, regardless of whether we are employed on a permanent full time basis, a three year fixed term contract or a twelve month contract. There is a flat published pay rate for Senior Teaching Fellow regardless of whether you are 12-month, 3-year or permanent. I requested an increase in pay in August 2016 from [REDACTED] [REDACTED] for my next contract because I received a variation to sign for my current contract which only changed the dates of my prior contract but the published salary for Senior Teaching Fellow had increased in the interim, and was advised that I am being paid the published rate regardless of the contract as *"it is one pay rate for all"*.
36. Previously, as a sessional employee I was paid an hourly rate and I would earn more if I worked more.
37. The employees who are employed on a permanent full time basis, or are employed on a three year fixed term contract, are allocated one semester out of every six semesters as a non-teaching semester. This is to enable them to conduct research and to prepare course materials.
38. On a 12 month fixed contract course material preparation is supposedly included but unlike 3 year contracts or permanent positions, there is no 1-in-6 semester allocated as a non-teaching semester to prepare course material so material is prepared during teaching time in a prior semester, or during the short semester break.
39. There is also an annual budget allocation to each 3 year or permanent staff member for travel to attend conferences. The general practice for sessional or 12 month staff is to apply to the Dean for funding as a special request and I believe that so far, if they are presenting, it has generally been approved.
40. At the end of 2015 I told Dr James that *"I need a break as I have had no paid leave for almost 8 years and had prepared course material for 6 different subjects over 11 semesters"*. I was given the May semester of this year as a non-teaching semester, but I have had to compensate by increasing my January and September Semester teaching schedules to fulfil the contractual requirement of 30 hours annually. This means that I have to do 15 hours of teaching each week during these semesters, instead of 10, in order to have the May semester as a non-teaching semester. I am teaching two subjects in both of these semesters, instead of one. This

entails developing course materials for two subjects, and eight hours of consultations each week due to the hours that I am teaching. I am not receiving more pay for this period as my contract requires 30 hours over the 12 months (10 hours a semester).

41. I am currently teaching 18 hours in September semester 2016 due to increased student numbers, and I taught an extra hour a week (one tutorial) in the January semester. Consequently, I am 4 hours over my contracted hours for the year. This will be 'carried over' and my September semester teaching hours in 2017 will be reduced by 4 hours a week. I have received my 172 timetable with 10 hours scheduled, and the 4 hours is being carried to September 2017, even though my contract expires on 31 August 2017.
42. In 2015, and although not obliged to do so, Dr James started allocating a semester as a non-teaching semester to Course Coordinators who are on their second 12-month fixed term contract.
43. By January 2016 my teaching was already scheduled right through to the end of 2017, because that is how far ahead the Faculty plans their subjects. The timetabling officer sent me an email advising me what subject I had been allocated, and checking if it was acceptable to me, before drafting the actual timetable. This occurred despite the fact that my contract at the time was to expire at the end of August 2016. I was scheduled to teach until 31 August 2017, and the University had originally scheduled my non-teaching semester to be taken during the September semester in 2017. I requested, during a conversation with Dr James when I was turned down for an "Assistant Professor A" position, that this be changed because that would have been during my third consecutive 12-month contract.
44. In 2015 I applied for the position of "Assistant Professor A" on a three-year contract. The advertised position was for "Assistant Professor B". I knew I did not meet the criteria for Assistant Professor B but was hoping to be given the lower position for which I was eligible. Dr James told me that my application had not been considered because I had not completed my PhD. However, one of the positions awarded went to an applicant, [REDACTED] awarded Assistant Professor A and who also has not completed a PhD.
45. I also applied for an "Assistant Professor A" position on a 3 year contract in May 2016. The advertised position included a core requirement that the applicant must have completed a PhD, or be undertaking a PhD I applied because was scheduled to finish my PHD in November 2017. Annexed and marked "LCD7" is a copy of the selection criteria for this position.
46. The Bond University Promotion Policy essentially requires that staff must have 12 months remaining on their current contract, which effectively means that staff must be on a fixed term contract of at least two years. Annexed and marked "LCD8" is a copy of the Promotion Policy. There is no process for promotion to the level of Assistant Professor A, and one must apply for advertised positions. Levels above Assistant Professor A are accessible via promotion. [REDACTED] [REDACTED] was appointed as Assistant Professor A in the 2014 round despite only being one or two years into her PHD and completing it part-time. I believed that, considering I was more advanced in my PHD, and studying full-time, that I was not precluded by the requirement. Dr James advised me that I was turned down because, he said, I am "not ready", I "have not yet completed one 12 month contract" and I "have not proved [myself] with [my] PHD work". I was disappointed with these claims because I have over 8 years teaching experience and I have won teaching awards. The reasons I was given did not seem to me to give due credit to my experience and accomplishments. I have achieved different awards, including:
 - (a) 'high scoring educator' status for excellent TEVALS Semester 161 for two classes at Bond University;
 - (b) 'LSA Teaching Excellence Award Semester 152' by Bond University Law Students Association;

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- (c) 'high scoring educator' status for excellent TEVALS Semester 141 at Bond University;
- (d) Best Academic Presentation (Joint) at the International Ship Recycling Conference April 2013 (*Held at World Maritime University, Malmo, Sweden*);
- (e) Nominated 'LSA Teaching Excellence Award Semester 131' by Bond University Law Students Association;
- (f) Dean's Scholarship (2012-2015) for PhD Studies, Faculty of Law, Bond University; and
- (g) 'LSA Teaching Excellence Award Semester 112' by Bond University Law Students Association.
47. In addition, three of the five positions were awarded to staff who had only just started or had not yet started a PhD [REDACTED] Each of these applicants had been on rolling 12 month or 3 year contracts.
48. I am disappointed and confused by the assertion in paragraph 23 of Dr James' statement. My understanding is that a sessional contract is just another fixed term contract, albeit only for the duration of a semester. If the University could not offer a fixed term contract to me, then I consider that I should be given a permanent position in accordance with the University's preference for the use of continuing contracts for academic staff. I take this view because I have already worked continuously at Bond University for a long period of time, I have taught and coordinated a number of different subjects in the law faculty and have won awards for my teaching. I was told by Dr James, at the time he advised me that I had not been successful in my application for a Assistant Professor A position, that *"there will continue to be teaching for [you] in the Bond University law faculty"*.
49. In any event, [REDACTED] also told me at a meeting on 5 August 2016 that, moving forward, even though teaching will be allocated to me in September 2017 and beyond, I *"cannot assume it will be on a new 12 month contract"* and I *"may be offered a sessional contract after my current contract ends on 31 August 2017"*.
50. I would be disadvantaged if I was to return to a sessional contract. Three semesters on sessional hourly rates as a co-ordinator on 10 hours a week equates to remuneration of approximately [REDACTED] while a 12-month contract provides for about [REDACTED] [REDACTED] For me to return to a sessional contract would involve a marked reduction in income for the same teaching hours worked. I would have to increase my hours to maintain my current pay level.
51. The contract from 1 September 2015 to 31 August 2016 provided for me to teach an average of 10 teaching hours per semester. Bond University did not pay me for the additional hours, but instead consider that I am in 'credit' and need to work fewer hours in my current contract. 30 hours were required in the 2015 / 2016 contract. In order to get semester 162 off, the third semester in contract, I needed to do two semesters, 153 and 161, of 15 hours each. Extra hours were not available in semester 153 so I did 16 hours in semester 161 and was supposed to do 14 in semester 163 (on the next contract) but ended up doing 18. Therefore, I am carrying 4 hours credit over to my next contract, if I am given one.
52. My current contract is from 1 September 2016 to 31 August 2017 and requires me to teach an average of ten teaching hours per semester. I do not have a copy of the full contract as it was a variation to the contract, by way of acceptance of an online form, ending 31 August 2016.
53. For the semester commencing September 2016, I am teaching eighteen (18) hours per week. I will not be teaching in the first semester of January 2017. To overcome the issue of working too many teaching hours, I suggested to [REDACTED] in the timetabling area that I may only be able to do six (6) hours in the May 2017 semester. I was advised by timetabling that they could give me eight (8) hours and I could work a shorter workload in the September 2017 semester. This
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is despite the fact that I do not yet have any guarantee of ongoing employment for the September 2017 semester. [REDACTED] offered to get a tutor for semester 172 if I wanted one when I queried the 10 hour schedule in May, but said she had intended to give me reduced hours in September and give me all land classes in May.

54. I have now received my timetable for the semester commencing May 2017 and will be working an average of 10 teaching hours per week.

My employment insecurity

55. The continuity of my employment has not been affected by fluctuations in student numbers. If there are more student enrolments than anticipated, the Faculty puts in additional tutors. Bond University has a policy in the Law Faculty of having a maximum of 12 students per tutorial which is advertised in its public material to students. Consequently, fluctuating class numbers over and above the base 8 or 10 hours provided by the co-ordinator are filled by sessional (semester by semester) tutors, whose subjects and hours vary from semester to semester.

56. In 2011, I was advised by a human resources employee in the law faculty that I would not be eligible for long service leave once I had completed the minimum period of service. I was told this was because I was a sessional employee. However, in August 2016, a payroll officer confirmed that "as long as I continue to be employed" I will be eligible for long service leave in May 2018.

57. [REDACTED]

58. [REDACTED]

59. [REDACTED]

60. [REDACTED]

61. [REDACTED]

62. [REDACTED]

63. [REDACTED]



Bond Employment Contract (BEC)

THIS IS AN INDIVIDUAL CONTRACT OF EMPLOYMENT

BETWEEN

BOND UNIVERSITY LTD (ACN 010 694 121)

(the 'University')

AND

Laura-Leigh
Cameron-Dow

In accordance with the University's employment framework
dated 6 August 2012

Preamble: Principles of Employment

The following principles of employment constitute a statement of aspiration for Bond University and its academic staff and are relevant in interpreting the substantive provisions of this agreement.

1. Bond University strives to be a world-class, private and independent University, attracting the best students, setting the highest standards of learning and research and developing graduates who have the intellectual and practical skills to meet the challenges of the 21st Century.
2. Bond University aims to be an employer of choice for academic staff.
3. Bond University supports academic freedom, which means the freedom of staff and students, within the law, to question received wisdom, put forward new ideas and state informed and scholarly opinions even if they are controversial or unpopular.
4. Every employee is committed to being part of a single unified Bond team delivering a unique student experience.
5. Bond University believes in a professional trust-based relationship that is built on respect, transparency and fairness, and encourages dedication, corporate spirit and hard work.
6. Bond University recognises the importance of the devolution of professional responsibility and accountability to the Faculties; and strives for an effective balance between centralisation and decentralisation.
7. Bond University adopts a framework for decision making that is consultative and, where practical, involves those most affected.
8. Bond University's employment relationship with staff is built around an individual contract that is based on a standard set of accepted provisions which allows a degree of flexibility where appropriate.
9. Bond University prefers the use of continuing contracts for academic staff, but recognises the need to maintain flexibility in its employment profile to ensure the University's viability.
10. Bond University fosters a supportive environment with respect and good humour. The University encourages the appointment, retention and promotion of staff who contribute to that environment.
11. Bond University appraises performance fairly and consistently and rewards good performance. It aims to create an environment that enables staff to productively deliver outstanding performance.

Agreement

The University agrees to employ you on the following terms:

Definitions

Agreed Policy has the meaning assigned in clause 18.

Base Salary, Total Salary and **Market Loading** have the meanings assigned in clause 8.

Position

1. Your position will be that of a full-time Senior Teaching Fellow or such other position agreed between you and the University from time to time.
2. You will be engaged for a fixed term commencing on 1 September 2015 until 30 August 2016 (the **Term**).
3. The University may but is not obliged to reappoint you for a further term. Except to the extent that you and the University agree otherwise, such reappointment will be on the same terms as this Agreement.

Probation

4. Your probationary period will be 6 months as determined under the Academic Staff Probation Policy (an **Agreed Policy**).

Hours of work

5. You must be available at the University campus for teaching and other duties at such times as are reasonably required to carry out your role as set within your Faculty.

Non-teaching semester

6. N/A
7. N/A

Salary

8. Your **Total Salary** will be [REDACTED] per annum.
9. With the University's approval, you may salary package in accordance with relevant taxation legislation and University policy.

Superannuation

10. The University will make superannuation contributions amounting to [REDACTED] of your **Total Salary**.
11. You may nominate a superannuation fund to receive the University's superannuation contributions. If you do not nominate a superannuation fund, you will be deemed to have nominated the University's default fund.
12. You may elect to receive, as ordinary income instead of contributions to superannuation, amounts which exceed the minimum required to be paid under the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.

Leave

13. You will accrue annual leave at the rate of four weeks per annum. For any period of employment when you are working part time, your leave (both accruals and deductions) will be dealt with on a pro-rata basis in accordance with the National Employment Standards (NES).
14. Once your accrued annual leave entitlement exceeds the equivalent of 7 weeks, you will be required to take annual leave.
15. You will also be entitled to leave in the following categories in accordance with the Leave Policies (which are **Agreed Policies**):
 - Parental leave
 - Personal leave
 - Compassionate leave
 - Long service leave

For any period of employment when you are working part time, your leave (both accruals and deductions) will be dealt with on a pro-rata basis in accordance with the NES and the Leave Policies.

Public holidays

16. You may be required to teach on public holidays because of the three semester academic calendar. If this is required, you will be entitled to time off in lieu for any public holidays worked.

Policies

17. The University has detailed policies and procedures as determined from time to time which operate in addition to this Agreement. These policies and procedures deal with a variety of matters, including standards of behaviour, workplace processes and additional benefits.
18. Policies and procedures that deal with academic conditions of employment are known as **Agreed Policies**. **Agreed Policies** are developed and reviewed collaboratively by Management and the Academic Staff Association.
19. You are expected to comply with the University's policies and procedures, and a failure to do so may be taken into account in assessing your performance and conduct as an employee.
20. The University is also expected to act consistently with its policies and procedures.

Performance development review

21. An annual performance development review will be carried out by your supervisor in accordance with the Performance Development Review Policy (an **Agreed Policy**).
22. The main aims of the performance development review will be to achieve a consensus on a set of measurable objectives for the next twelve months and appraise the achievements of the last twelve months against previously agreed objectives.

Dispute resolution

23. Grievances, disputes and allegations of misconduct will be handled sensitively and without unnecessary escalation according to the Investigation and Dispute Resolution Policy (an **Agreed Policy**).

Termination

24. You may terminate your employment at any time by giving notice up until the end of your fixed term period, or six months notice, whichever is the lesser period.
25. Subject to clause 3, your employment will terminate at the expiry of the Term if it has not been terminated earlier.
26. The University may terminate your appointment by giving six months notice prior to the expiry of the Term, or giving notice of the remainder of the term if that is a period of less than six months, if:
- a. The Vice-Chancellor or delegate, having taken account of efforts you and your Faculty have made to improve performance, reasonably concludes that your performance fails to meet the standards reasonably required by the University; or
 - b. The Vice-Chancellor or delegate, after due consideration of all relevant information, reasonably concludes that you will not be able to return to productive work owing to illness or injury.
27. The University may elect to pay you in lieu of any notice given pursuant to clause 26.
28. The University may terminate your appointment summarily for serious misconduct.
29. A staff member's role is redundant if the University does not have a continuing requirement for that role under the Redundancy Policy (**an Agreed Policy**). Without limiting the circumstances where this may arise, it will usually be limited to circumstances where decreases in funds occur beyond flexibilities built into the budgeting process or where there has been a shift in demand for courses.

Work Rights and Visa

30. If you're not an Australian Citizen your appointment is subject to the receipt of a valid working visa issued from the Department of Immigration & Border Protection (DIBP). Should the relevant visa from the Department of Immigration & Border Protection be refused/cancelled your employment can be terminated by Bond University Ltd without liability.

At any time when your right to reside in Australia is dependent upon your possession of a Visa issued by the Australian Government, if such visa is cancelled, revoked or withdrawn your employment may be terminated at Bond University's absolute discretion, and you understand and agree that you will have no claim whatsoever against Bond University for any costs or damages that may be suffered by you or a third party.

BEC Fixed Term Full Time

Signed by **Bond University Limited** of
University Drive, Robina, Queensland
Australia, 4229 by an authorised
officer in the presence of

Signature of officer

Dr Chris Andrews

Name of officer

Director of Human Resources

Office held

Bond University

Address

Signature of witness

Full name of witness

Address of witness

Signed by **Laura-Leigh Cameron-Dow** in the presence of

Laura-Leigh Cameron-Dow

Signature of witness

Full name of witness (print)

Address

Address of witness (print)

Dated:

Dated

Attachment:

Position Description for signature.



**Selection Criteria
Assistant Professor B
Faculty of Law**

'TEACHING + RESEARCH' APPOINTMENT

Selection Criteria

- A doctoral qualification in law, or enrolment in a doctoral program.
- A commitment to high quality teaching and learning as evidenced by a well-articulated philosophy of teaching and positive student evaluations.
- A commitment to continuous improvement in teaching practice and performance.
- A commitment to the development of a national or international research profile.
- A record of presentation of research at conferences; publications in scholarly journals; and other forms of research dissemination.
- Active participation in university marketing, recruitment or service activities, including participation on committees or in working groups.
- Excellent interpersonal, communication and collaboration skills, including an ability to interact effectively with colleagues, students and stakeholders.

Desirable Criteria

- Experience in curriculum, resource, program and/or subject design, including 'blended' approaches to subject delivery.
- Active contribution to the legal profession and community.
- Practical experience as a legal practitioner.

'TEACHING ONLY' APPOINTMENT

Selection Criteria

- A doctoral qualification in law, or enrolment in a doctoral program.
- A commitment to excellence in teaching and learning as evidenced by a well-articulated philosophy of teaching, positive student evaluations, and peer recognition of teaching quality.
- A commitment to continuous improvement in teaching practice and performance.
- Expertise in curriculum, resource, program and/or subject design, including 'blended' approaches to delivery.
- A commitment to a scholarly approach to teaching.
- Active participation in university marketing, recruitment or service activities, including participation on committees or in working groups.
- Excellent interpersonal, communication and collaboration skills, including an ability to interact effectively with colleagues, students and stakeholders.

Desirable Criteria

- A record of presentation of scholarship at conferences, workshops and seminars; publications including contributions to textbooks; and other forms of teaching scholarship.
- Active contribution to the legal profession and community.
- Practical experience as a legal practitioner.



ACADEMIC STAFF PROMOTION WITHIN PROFESSORIAL LEVELS POLICY

Policy Number	HRP 7.01
Policy Name	Academic Staff Promotion within Professorial Levels Policy (Issue Seven)
Applicability	Academic Staff at or above Assistant Professor Level B
Policy Owner	Vice-Chancellor and President
Contact Person	Senior HR Advisor
Policy Status	Approved Policy
Date of Approval	16 April 2007
Date Last Amended	16 September 2015
Date Last Exposed	29 October 2014
Date Last Reviewed	
Date of Next Review	16 September 2018
Related Policies	Academic Staff Loadings and Higher Duties Allowance Policy (HRP 8.04) Academic Promotions Appeals Policy (HRP 7.02)

1. OVERVIEW

The purpose of this Policy is to provide a transparent mechanism for managing, examining and determining the suitability of internal applicants for promotion within the professorial ranks.

2. DEFINITIONS AND ELIGIBILITY TO APPLY FOR ACADEMIC PROMOTION

2.1 DEFINITIONS

External Referees	External referees are individuals in the relevant field who are not currently associated with the University or haven't been associated with the University for the past five (5) years and who are able to provide independence of judgement.
Independent Referees	Independent referees are individuals in the relevant field who have not had a close working relationship with the applicant (e.g. former doctoral supervisors, fellow authors of joint papers, Promotions Committee members, members of research teams including grant applicants, and members of family including spouses) and who are able to provide independence of judgement.
Professional Development Review (PDR) process	The annual performance appraisal mechanism which measures the achievement of performance goals, and learning and development goals.

2.2. Eligibility – Academic Staff must meet the following criteria to apply for promotion:

- Hold a continuing appointment and have been employed by the University for a minimum of two (2) years as at 1 July in the promotion year; or
- Hold a fixed-term appointment and have worked continuously (unbroken service) for the University for a minimum of three (3) years and have at least twelve (12) months remaining on their current contract as at the date the promotion would take effect (1 July in the promotion year).

3. THE POLICY

A promotion recommendation is made to the Vice-Chancellor by the Chair of a properly constituted Academic Promotions Committee, for promotion to all positions above Assistant Professor Level B.

As part of the annual budget process, the Vice-Chancellor may determine the number of available promotions within each Faculty.

3.1. Request for Review of an Application for Promotion

Considerations for promotion would normally be discussed during the annual Professional Development Review (PDR) process (reviews are conducted between January and March of the following year). If an application for promotion is to proceed and the PDR was not conducted by the Executive Dean, an appointment should be made with the Executive Dean to discuss the case for promotion. It is expected that, to avoid the submission of applications for promotion based on unrealistic expectations, applicants will have received mentoring from the Executive Dean to ensure they are aware of the University's requirements for promotion.

3.2. Promotion Criteria

The criteria for promotion are set out in the [Promotions Criteria for Academic Staff](#), which specify the criteria for all levels from Assistant Professor A to Professor.

The generic descriptions of the roles to be undertaken in each position are set down in University-wide generic positions descriptions but these may be modified by the Faculty to reflect aspirations for a specific position and the operational needs of the University. Where such modifications have been made, the deliberations of the Promotions Committee will take these into account.

3.3. Conditions of Academic Promotion

- Academic staff must meet the eligibility criteria and prepare a written application (as described in the Promotions Criteria for Academic Staff document).
- Academic staff must meet the eligibility criteria under clause 2.2 to be eligible to apply for academic promotion.
- Academic staff must have completed a doctoral qualification. Exceptions to degree requirements may be made for individuals with extraordinary professional competence, and industry or clinical skills and experience. Academic staff can only be promoted one level at a time (i.e. academic levels cannot be skipped).
- If successful in being promoted to the next level, academic staff are required to wait for a minimum of two (2) years before applying for a further promotion.
- If unsuccessful in being promoted to the next level, academic staff are required to wait for a minimum of two (2) years before applying for promotion again.
- Senior Fellows and Fellows (Teaching, Research) must apply for an identified, advertised vacancy. They will not be promoted to an academic position through the Promotions Committee.

Note: Where an academic staff member with a loading has applied and is determined as successful for academic promotion, the loading will stop on the date the elevated academic appointment takes effect and a new loading (if required) will be determined and applied. See the Academic Staff Loadings and Higher Duties Allowance Policy ([HRP 8.04](#)) for further details.

3.4. Composition of the Promotions Committee

Normally a Promotions Committee of up to ten (10) members will be constituted each year. The Promotions Committee shall make recommendations to the Vice-Chancellor in respect of those staff to be promoted. Standing Committee members will serve for a period of two (2) years, with half of the Committee rotating each year. This arrangement provides greater consistency, continuity and committee experience for decision making. Members will be eligible for reappointment on the completion of their term as considered on a case by case basis at the conclusion of each term.

Standing Committee

- An independent Chair, appointed by the Vice-Chancellor.
- Senior internal nominee as Deputy Chair, appointed by the Vice-Chancellor
- One nominee from each Faculty. These would ordinarily hold appointment at the full Professorial level.

Additional Members

For the consideration of applicants from each Faculty, the Executive Dean:

- Will nominate an external appointee familiar with the relevant discipline and who will ordinarily hold appointment at the full Professorial level.

An HR representative will act as Secretary (non-voting).

3.5 Promotions Committee Procedures

Applications for promotion should be lodged electronically (in one email) with Human Resources by the due date. A copy of the application should be sent to the Executive Dean.

The Promotions Committee will call for written applications in accordance with the requirements stated in the Promotions Criteria for Academic Staff document.

3.5.1. Referee Reports

Applicants do not need to obtain supporting statements from colleagues to accompany their application for promotion.

Human Resources will be responsible for collecting the requisite number of referee reports according to academic level. Without adequate external validation, applicant applications will not be assessed by the Promotions Committee.

The Promotions Committee will call for:

1. A confidential statement from the Executive Dean of the relevant Faculty on the strength of the applicant's claim for promotion in the form of an unambiguous assessment of the applicant against the criteria for the position sought. The Executive Dean may consult as appropriate.
2. Human Resources to collect the requisite number of referees' reports addressing the promotions criteria with which the referee is familiar. The number of referee reports to be collected is dependent upon the level of application, as per Table 1:

Table 1

Academic Level	Total Number of Required Referee Reports*
Assistant Professor A	2
Associate Professor B	3
Associate Professor A	4
Professor	4

*NOTE: The number of internal referee reports is limited to one (1).

Additional information regarding referee checks:

- Referees will be experts in the field who are able to provide an assessment against the promotions criteria.
- Applicants can nominate two (2) referees. Of the two (2) referees, one (1) must be an external, independent referee.
- Additional referees will be nominated by the Executive Dean. Referees must be external, independent referees.
- Note: Executive Deans will make the final determination of which referees will be contacted for a referee report.
- Definition of **external and independent referees** can be found under Section 2.1 of this Policy.
- IMPORTANT: The number of internal referee reports provided should be limited to one (1).
- Applications will not be considered unless at least three (3) external references are obtained at the Associate Professor A and Professor level.
- For applications for promotion to Professor the referees should, so far as possible, be internationally recognised scholars of senior standing in the relevant discipline.
- The Promotions Committee may, where it thinks appropriate, identify and approach additional referees.
- Applicants may nominate any individuals who they believe should not be approached for a referee's report. This should be clearly identified in the applicant's application and on the application form.
- To assist the Promotions Committee with its deliberations, Human Resources may be asked to provide a list of the referee reports requested and those that were obtained.

All documents and deliberations of the Promotions Committee will be treated as confidential to the Committee and the Vice-Chancellor to whom the Committee will make its recommendations.

The Promotion Committee may decide on its operating procedures and make its own enquiries.

3.6. Promotions Committee Decisions

In the event of a tied result the independent Chair holds the casting vote.

3.7. Promotions Committee Recommendations

The Promotions Committee will make recommendations to the Vice-Chancellor.

Where a recommendation for promotion is approved by the Vice-Chancellor, the effective date for the promotion will be 1 July of that year for changes to salary, title and other associated benefits.

3.8. Promotions Committee Appeals

Any appeal must be made in writing when an applicant believes that due policy and procedure was not followed in deciding the outcome of their application for promotion. This appeal can only be made on the basis of procedural fairness; it cannot be a merit based appeal.

The Vice-Chancellor may deal with the matter, or not, at his absolute discretion and may take such advice as considered to be appropriate.

See the Academic Promotion Appeals Policy for further information.

4. PROMOTIONS OUTSIDE OF THE ANNUAL PROMOTION ROUND

The majority of academic staff will apply for promotion through the annual promotions round, in accordance with the University's Policy and procedure. Notwithstanding, the Vice-Chancellor has the absolute discretion to promote an academic staff member to a higher level outside the annual promotions round.

On occasion, it may be in the interests of the University for a member of academic staff to be considered for promotion outside of the annual round. This is particularly the case when time is of the essence due to the possible departure of a high performing academic staff member.

If the Vice-Chancellor seeks a recommendation regarding an out-of-session promotion prior to exercising his/her discretion the following process applies.

4.1. Special Promotions Sub-committee

As part of the University's retention strategy, a Special Promotions Sub-committee may be assembled to assess an academic staff member's appointment to a higher classification level and make a subsequent recommendation to the Vice-Chancellor.

The composition of the Special Promotions Sub-committee will be:

- Chair (senior internal nominee, appointed by the Vice-Chancellor); and
- A full professor from each Faculty.

The quorum is three (3).

In circumstances where a Special Promotions Sub-committee is deemed appropriate, the following documents will be required:

- Curriculum Vitae;
- A portfolio, not exceeding twenty (20) pages; and
- Statement of Support from the relevant Executive Dean.

5. RELATED PROCEDURES, GUIDELINES AND FORMS

[Promotions Criteria for Academic Staff](#)