

FAIR WORK COMMISSION

Commission Matter No.:
AM2015/6

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

SECOND STATEMENT OF JOSEPH CROWLEY

I, Joseph Crowley, care of Bond University, 14 University Drive, Robina in the State of Queensland, Senior Teaching Fellow, state as follows:

1. I have previously given a Statement in this matter on 10 March 2016.

Background

2. I was born on 5 December 1972.
3. I have an Arts Degree from Bond University and a Law Degree with Honours from the University of Queensland, as well as postgraduate Honours in Arts from the University of Queensland.
4. Following completion of my Law Degree, I enrolled in the Bar Practice Course and was admitted as a Barrister in Queensland in September 2003. In approximately 2004 I lectured Contract Law at the University of Queensland, and did some casual tutoring at the University of Queensland throughout 2004 and 2005.

First fixed term contract at Bond University

5. In August 2005 I received an offer of employment from Bond University for the position of Postgraduate Teaching Fellow. The contract which I was offered, and which I accepted, was for a fixed term from 1 September 2005 to 31 August 2008.
6. In September 2005 I worked as a Postgraduate Teaching Fellow at Bond University, as well as tutoring at the University of Queensland.
7. As a Teaching Fellow my contract required me to tutor for two trimesters per year, and for one trimester a year I would do research. Bond University teaches for three terms (or trimesters) in a calendar year; unlike the public universities that have only two terms (or semesters). Though the word 'trimester' is technically accurate, at Bond University, staff and students commonly refer to these academic terms as 'semesters'. For the sake of accuracy I will refer to them in this statement as trimesters.
8. Each trimester runs for exactly 14 weeks with no mid- trimester holidays. The breaks between each trimester are between two and three weeks long or four weeks at Christmas. During these breaks academics are supposed to be researching, preparing for the following trimester or doing "service" for the university which includes tasks such as coaching mooted teams, lecturing at schools, organising conferences for school students and attending graduation ceremonies.
9. The first of the trimesters begins in the second week of January. The second trimester begins in May and the third trimester begins in September. The trimester is often identified by the month in which it starts. Bond University also has a code for identifying trimesters which is

used. This involves using the last two numbers of the year plus the number of the trimester. Thus I began teaching at Bond in 053 (or the third trimester in 2005). Currently the university is finishing 162 (or the second trimester of 2016).

10. In the September 2005 trimester (053), and the January 2006 (061), I tutored first year core subjects.
11. I do not specifically recall which subjects were taught in which trimester, but I recall that in the early years of my employment I taught Australian Legal Systems, Torts and Criminal Law A.
12. In May 2006 (062) I completed my first trimester of "research".
13. The research component was a requirement of my contract, and at that time primarily consisted of self-initiated professional development. At that stage I was doing preliminary research for a thesis topic. I was researching barristers' immunities. This topic changed later due to a pro bono miscarriage of justice case that I was asked to work on by the Deputy Dean of the Law Faculty.
14. The research I completed was not externally funded.
15. In September 2006 (063) I resumed my role tutoring students.
16. Whilst I was employed on a full time basis, there was an expectation that I would perform ten or twelve hours of tutoring each week; which I did.
17. I was also required to perform "service". In the early years I organised two conferences for school students at Bond University.
18. Throughout this time I also maintained my private practice as a barrister.

Second fixed term contract at Bond University

19. In August 2007, prior to the end of my contract, I was offered a contract from Bond University for the position of Senior Teaching Fellow.
20. This Contract was for a fixed term from 1 September 2007 to 31 August 2010.
21. As a Senior Teaching Fellow I was required to both lecture (coordinate) and tutor at Bond University.
22. The expectation was that I would perform approximately ten hours of teaching per week, which would comprise eight hours of lecturing or tutoring and two hours of preparation.
23. The service expectations of Bond University remained unchanged, and I had to complete one trimester of research each year which did not depend on external funding.
24. Through the life of this contract, I continued tutoring and lecturing but also had greater responsibility for co-ordinating and teaching elective subjects.
25. In 2009 I enrolled in a part time in a Doctor of Juridical Science or SJD, which also satisfied the research component of my employment contract.
26. From 2009 to 2011 I enrolled in, and completed, six master subjects in the process of completing my SJD.
27. On 31 August 2010 I was provided with a further contract as a Senior Teaching Fellow, which provided for a fixed term until September 2013.
28. The Contract resembled a letter of offer of one page, plus a position description and an information statement from the Fair Work Ombudsman. The position was to commence on 1

September 2010. It had no other terms attached. It did not contain a 'termination at any time on notice clause.

29. The Letter included the following terms:

"Bond University is pleased to offer you a position as a Senior Teaching Fellow in the Faculty of Law effective 1 September 2010.

Your appointment is a full time fixed term contract for three years with an annual salary of \$ [REDACTED]

Your research semester entitlement will be one semester in three.

We look forward to your acceptance of this offer. Please return one original signed letter to [...] by ..."

30. Marked and annexed as "JC1" is a copy of my 2010-2013 employment contract. Though I do not have a copy of the contracts I signed in August 2005 or August 2007, my recollection is that the contract I received in 2010 was similar to the one I received in August 2007. The original contract I signed in August 2005, from recollection, had more details and was in the format of a "proper" contract.
31. In 2010 I closed my chambers as it was becoming too expensive to maintain them, however I maintained my practicing certificate and continued to take private briefs (mostly pro bono) whilst performing teaching work at Bond University.
32. I have maintained my practicing certificate at all times, and I continued to perform work at the private bar, as I believe that I need to have alternative work in the event that my contract is not renewed at the end of three years.
33. I continued to perform the same teaching work and "research" work throughout 2010 to 2013. The research component was largely satisfied by my doctorate studies and my thesis on the topic of the criminal appeals process.
34. In the Law Faculty at Bond University organises its teaching schedule (or teaching plan) twelve months in advance. This teaching plan identifies what subjects will be taught in which trimester and by whom. This process operates independently of the contract renewal process.
35. To the best of my recollection at the time of renewal of each of my contracts I have been scheduled in the teaching plan to teach subjects in a trimester that occurs after my contract would have expired but before I have been told my contract would be renewed.
36. From discussions with other academics, I understand the other Faculties within the University construct their teaching plans in the same way.

Third fixed term contract at Bond University

37. I was contacted by the Deputy Dean in about June 2013 regarding my contract. I was told that I needed to produce a research plan for the next three years. I was also asked to provide a schedule of all the service I had done for the previous three years. I was also asked to submit my resume or a letter outlining why I should be reemployed. This process took some time and involved at least two or three meetings with the Deputy Dean before I was offered a new contract. The process for this contract was more onerous than the earlier or later contract renewal processes. Further, it occurred in circumstances where I was listed in the teaching plan for trimesters in 2014 after the expiry of my contract.
38. On 22 August 2013, I signed a new contract for fixed term employment from 1 September 2013 until 31 August 2016.
39. This was also in the form of a letter of offer, however it also enclosed a contract of employment which provided terms for:

- (a) a probation period;
- (b) salary;
- (c) superannuation, leave and other conditions; and
- (d) termination, including the contract terminating at the expiry date as well as being able to be terminated with six months notice at any time or by way of redundancy.

- 40. Marked and annexed as "JC2" is a copy of my 2013-2016 employment contract.
- 41. I was not provided with written notice of the renewal in accordance with clause 12.2 of the Modern Award. To the best of my recollection, I have never been provided a written notice of the renewal in accordance with clause 12.2 for any of my contracts.
- 42. I continued to teach two trimesters out of three for the life of the 2013-2016 employment contract.
- 43. For the other trimester, the research component of my job was largely comprised of my doctorate studies. I also published a couple articles and prepared a few conference papers throughout this period as part of the research component of my job. I did not do any externally funded research work.
- 44. I currently teach Criminal Law and Procedure A, Criminal Law and Procedure B, Miscarriages of Justice and Trial Advocacy.
- 45. In November 2015, I was shown the Faculty's 2016 teaching plan which listed me to teach in the second and third trimester of 2016 (162 and 163) despite my contract running out in August 2016.
- 46. I subsequently emailed [REDACTED], Skills and Assessments Officer who drafts the teaching plan, in the following terms:

"Thanks for the clarification [REDACTED]

The proposed teaching for 2016 looks fine. Further, I accept the university's offer to

1. renew my contract in 163

2. Maintain the some contractual teaching hours as my current contract.

Regards

Joe"

- 47. I responded in this way because I was trying to make a point about the insecurity of my employment. I was anxious about the renewal process for my contract and was seeking some certainty. I thought that I might achieve that certainty by demonstrating to the university that it was potentially exposing itself to litigation; that is, by putting me in the teaching plan after the expiration of my contract the University was making a pre-contractual representation which, if relied upon to my detriment, might found a cause of action.
- 48. This email was later replied to by [REDACTED], Executive Dean of the Law Faculty, in the following terms:

"Hi Joe

Well played, sir.

But no, that wasn't a formal offer to renew your contract. That is a separate process.

Thank you for prompting us to now include an explanatory footnote in Nerissa's timetabling emails.

Not sure if your email was entirely serious but if this is causing you concern, let's catch up for a chat.

Cheers

█

49. Marked and annexed as "JC3" is a copy of this email exchange.
50. I responded to the Dean by email, making my point about the pre-contractual representation, but I did not take up his offer for a chat. My experience dealing with management at the University was that they would never officially agree that my contract would be renewed until the process of contract renegotiation was commenced which was always commenced about 1 to 2 months prior to the expiration of my contract. As such I felt a 'chat' with the Dean would be a waste of both our time.
51. In May 2016 (162), I took long service leave for the length of the second trimester.
52. Though I was in the teaching plan to teach "Miscarriages of Justice" in May 2016 (162) it was not offered as a result of my taking of long service leave.
53. Miscarriages of Justice is scheduled to be offered again for students in May 2017 (172) and I have been scheduled to teach it despite the fact that my contract runs out in August 2016 and there is no one else on staff in the Faculty who can teach it.
54. "Trial Advocacy" is an elective, which is offered in May for undergraduate students and September for postgraduate students.
55. Trial Advocacy was also in the teaching plan with me as the lecturer in May 2016 (162) but was not offered because I was on long service leave.
56. Trial Advocacy is scheduled for September 2016 (163) and also May 2017 (172) and September 2017 (173) and I have been scheduled to teach it. This is despite my contract expiring in August 2016 and there is no one else on staff in the Faculty who can teach it. Despite the electives that I co-ordinate and being scheduled in trimesters after the end of my employment contract, I have not been provided with a new employment contract as at the date of this statement.

Fourth fixed term contract at Bond University

57. On 22 June 2016, I received a calendar invitation to attend a meeting with █ on 30 June 2016.
58. As I was on long service leave at this time, the meeting was rescheduled for 21 July 2016.
59. Marked and annexed as "JC4" is a copy of this email exchange.
60. The usual process of Bond University is that this 'contract renewal meeting' is the first occasion on which people are informed whether their contract will be renewed.
61. On Thursday 21 July 2016 I was informed by █ that I would have my contract renewed commencing from September 2016. I was offered a teaching-based contract that requires me to teach for five out of six trimesters. This means that I am only permitted to have one non-teaching research trimester every two years.
62. I was advised by █ █ that on such a contract my teaching hours would increase from ten to fourteen hours per week. I consider this to be additional hours that I would not be

compensated for. I believe that the University could not have unilaterally implemented this change if I was employed on a permanent or ongoing basis.

63. I was informed by [REDACTED] [REDACTED] that the Contract will again be a fixed term Contract.
64. I said that I was interested in the offer that he had made and that I would consider it when I saw the contract.
65. I have not been provided with written notice of the renewal in accordance with clause 12.2 of the Modern Award.
66. On Monday 8 August I received an email from Human Resources at Bond University. It was titled "Bond University- Your online Acceptance of Variation is Now Ready". Annexed and marked "JCS" is a copy of this email.
67. I then followed the instructions and logged into the page titled "My Forms" which read as follows:

"Offer Acceptance

** Denotes a mandatory question*

First Name: Joseph

Last Name: Crowley

Date Variation will take effect: 01-Sep-2016

Please download and review the attached Letter of Variation here:

Current File: Joseph.Crowley-Variation Letter.pdf

Please download and review the attached Position Description here (if applicable):

Current File: Senior Teaching Fellow.pdf

*By accepting this online offer of employment you are entering a binding employment agreement with Bond University Limited (BUL). Do you accept the conditions of your employment as outlined in the online offer? **

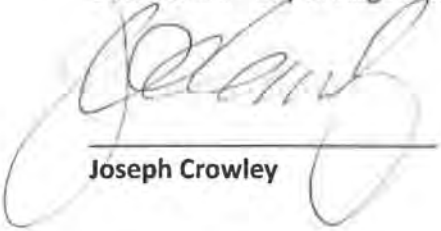
Yes - I accept No - I decline"

68. I downloaded the PDF document entitled "Joseph Crowley- Variation Letter". Annexed and marked "JC6" is a copy of this letter.
69. This email was concerning to me because I consider that the University was unilaterally making a change to my working hours, and yet the documents provided to me presented the change (in my view, inaccurately) in the language of a mutually agreed variation to my contract. As my contract expires on 31 August 2016 I do not feel I have any choice but to accept whatever I am offered.
70. Further I am frustrated by the University not providing me with all of the terms of the employment contract that they want me to be bound by. The University proposes to treat me as an ongoing employee for the purposes of developing their teaching plan whilst also using the expiry of my contract to unilaterally change my working conditions. I responded by email dated 8 August 2016 a copy of which is annexed and marked "JC7".
71. On 9 August 2016, I was provided with a copy of a new contract with a fixed term from 1 September 2016 to 31 August 2019.

Personal circumstances

- 72. I have five children, with a sixth child on the way.
- 73. I have educated, am educating or want to educate, all of my children through private schools.
- 74. My wife and I could not afford our children's education without my work at Bond University, and the financial insecurity of not knowing if I will be re-employed in three years time is of great concern to me and my family.
- 75. Being on a fixed term contract creates anxiety for me, and takes a personal toll.
- 76. This anxiety is caused by not having the protection of secure employment, and not knowing if there are any avenues to challenge Bond University if they decided to not renew my contract at the end of three years.
- 77. In the 12 years that I have been at Bond University, I am not aware of any Assistant Professor level B or Teaching Fellows that have been hired after me that have ongoing, permanent employment. To my knowledge these employees are always offered fixed term rolling contracts.
- 78. This statement is to the best of my knowledge true and correct.

Dated this 9th day of August 2016.



Joseph Crowley



Witness

JAMES EDWARD STEDMAN
SOLICITOR



FACULTY OF LAW
Bond University
Gold Coast, Queensland 4229
Australia
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(within Australia)
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ABN 88 010 694 121
CRICOS CODE 00078

Private & Confidential

31 August 2010

Joe Crowley
c/o Faculty of Law
Bond University

Dear Joe

Senior Teaching Fellow

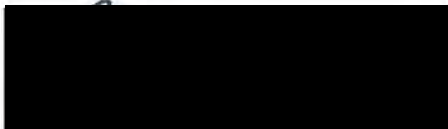
Bond University is pleased to offer you a position as a **Senior Teaching Fellow** in the Faculty of Law effective 1 September 2010.

Your appointment is a full time fixed term contract for three years with an annual salary of \$ [REDACTED].

Your research semester entitlement will be one semester in three.

We look forward to your acceptance of this offer. Please return one original signed letter to [REDACTED] [REDACTED]

Yours sincerely



Pro Vice-Chancellor (Business and Community Engagement)
Dean, Faculty of Law

I acknowledge and accept this Offer of Employment.


Joseph Crowley

31/08/2010
Date



BOND UNIVERSITY

HUMAN RESOURCES

MEMORANDUM

RE: BWA

FROM: [REDACTED] – HR Administrator

DATE: 20 September 2010

Enclosed please find the authorised copy of your BWA for your records.

Regards

[REDACTED]



Senior Teaching Fellow

Position Description

The duties and responsibilities of this position may include each of the itemised activities with specific expectations negotiated from time to time with the Dean.

INTRODUCTION

A **Senior Teaching Fellow** is expected to make a significant contribution to the teaching effort of the Faculty and University, particularly at undergraduate and graduate diploma levels, and to engage in activities that develop the scholarly and professional expertise that they bring to their teaching under the guidance and support from more senior academic staff.

The position is consistent with a record of strong teaching performance at the Teaching Fellow Level over a sustained period, with consistency of output in teaching, evidence of teaching innovation or evidence of curriculum development.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities of a **Senior Teaching Fellow** include, but are not limited to:

- Conducting lectures, tutorials, workshops, practical classes, demonstrations, field excursions, clinical sessions and other appropriate learning activities as required
- Ensuring that the quality of teaching delivery and subject content is of the highest standard
- Teach in accordance with faculty and university policies and procedures, as amended from time to time
- Providing academic and administrative support to the Faculty and University as required
- Being available for consultation for students and staff
- Preparing and marking assignments and exams, including supplementary exams
- Preparing and submitting final grades within the relevant deadlines
- Act as a subject coordinator, including the supervision of tutors and related planning and coordination responsibilities
- Preparing high quality subject delivery and learning support materials and ensuring that these are available to students
- Ensuring that students are adequately informed of the requirements and conduct of learning activities

- Be actively involved in professional and community service including contributions to relevant professional societies
- Participate in promotion, marketing and recruitment activities as required
- Develop and participate in short courses, seminars and conference programs
- Contribute to department and/or faculty meetings, and serve on committees as required
- Work within university and faculty policy and procedures, as amended from time to time.

OTHER DUTIES AS DIRECTED

The staff member may seek and/or the Dean may allocate additional duties within a staff member's skill, competence and training.

TEACHING LOAD

The normal teaching load for a **Senior Teaching Fellow** is determined by the Dean within faculty policy. With the approval of the Dean the teaching workload may be decreased to take into account research and professional activity and achievements, and to recognize increased levels of responsibility.

Unless otherwise specified in their contract of employment, a **Senior Teaching Fellow** will be expected to teach five out of each six semesters, with the sixth semester designated as a non-teaching semester which may be used in accordance with university policy.

RELEVANT EDUCATIONAL QUALIFICATIONS

A **Senior Teaching Fellow** is expected to have completed four years of tertiary study or equivalent.

UNDERSTANDING OF QUALITY ASSURANCE

Staff should demonstrate an understanding of the principles of quality assurance and continuous improvement as they apply at Bond University.

Staff are expected to demonstrate an ongoing commitment to the Bond University Strategic Plan, university policy and to our quality assurance processes

UNDERSTANDING OF CULTURAL SENSITIVITY

Staff will come into contact with staff and students from a variety of cultural backgrounds. It is expected that mutual respect, cultural awareness and cultural sensitivity will form the basis of for a professional working relationship.

Staff are encouraged to attend a cultural sensitivity workshop to further enhance and develop cultural awareness and cultural sensitivity skills.

Position held by : JOSEPH CROWLEY

Signed : 

Date : 31/08/2010



From 1 January 2010, this Fair Work Information Statement is to be provided to all new employees by their employer as soon as possible after the commencement of employment. The Statement provides basic information on matters that will affect your employment. If you require further information, you can contact the **Fair Work Infoline** on **13 13 94** or visit www.fairwork.gov.au.

▲ The National Employment Standards

The *Fair Work Act 2009* provides you with a safety net of minimum terms and conditions of employment through the National Employment Standards (NES).

There are 10 minimum workplace entitlements in the NES:

1. A maximum standard working week of 38 hours for full-time employees, plus 'reasonable' additional hours.
2. A right to request flexible working arrangements to care for a child under school age, or a child (under 18) with a disability.
3. Parental and adoption leave of 12 months (unpaid), with a right to request an additional 12 months.
4. Four weeks paid annual leave each year (pro rata).
5. Ten days paid personal/carer's leave each year (pro rata), two days paid compassionate leave for each permissible occasion, and two days unpaid carer's leave for each permissible occasion.
6. Community service leave for jury service or activities dealing with certain emergencies or natural disasters. This leave is unpaid except for jury service.
7. Long service leave.
8. Public holidays and the entitlement to be paid for ordinary hours on those days.
9. Notice of termination and redundancy pay.
10. The right for new employees to receive the Fair Work Information Statement.

A complete copy of the NES can be accessed at www.fairwork.gov.au. Please note that some conditions or limitations may apply to your entitlement to the NES. For instance, there are some exclusions for casual employees.

If you work for an employer who sells or transfers their business to a new owner, some of your NES entitlements may carry over to the new employer. Some NES entitlements which may carry over include personal/carer's leave, parental leave, and your right to request flexible working arrangements.

▲ Modern awards

In addition to the NES, you may be covered by a modern award. These awards cover an industry or occupation and provide additional enforceable minimum employment standards. There is also a Miscellaneous Award that may cover employees not covered by any other modern award.

Modern awards may contain terms about minimum wages, penalty rates, types of employment, flexible working arrangements, hours of work, rest breaks, classifications, allowances, leave and leave loading, superannuation, and procedures for consultation, representation, and dispute settlement. They may also contain terms about industry specific redundancy entitlements.

If you are a manager or a high income employee, the modern award that covers your industry or occupation may not apply to you. For example, where your employer guarantees in writing that you will earn more than the high income threshold, currently set at \$113,800 per annum and indexed annually, a modern award will not apply, but the NES will.

Transitional arrangements to introduce the modern award system may affect your coverage or entitlements under a modern award.

▲ Agreement making

You may be involved in an enterprise bargaining process where your employer, you or your representative (such as a union or other bargaining representative) negotiate for an enterprise agreement. Once approved by Fair Work Australia, an enterprise agreement is enforceable and provides for changes in the terms and conditions of employment that apply to your workplace.

There are specific rules relating to the enterprise bargaining process. These rules are about negotiation, voting, matters that can and cannot be included in an enterprise agreement, and how the agreement can be approved by Fair Work Australia.

You and your employer have the right to be represented by a bargaining representative and must bargain in good faith when negotiating an enterprise agreement. There are also strict rules for taking industrial action. If you have enquiries about making, varying, or terminating enterprise agreements, you should contact Fair Work Australia on 1300 799 675.

▲ Individual flexibility arrangements

Your modern award or enterprise agreement must include a flexibility term. This term allows you and your employer to agree to an Individual Flexibility Arrangement (IFA), which varies the effect of certain terms of your modern award or enterprise agreement. IFAs are designed to meet the needs of both you and your employer. You cannot be forced to make an IFA, however, if you choose to make an IFA, you must be better off overall. IFAs are to be in writing, and if you are under 18 years of age, your IFA must also be signed by your parent or guardian.

▲ Freedom of association and workplace rights (general protections)

The law not only provides you with rights, it ensures you can enforce them. It is unlawful for your employer to take adverse action against you because you have a workplace right. Adverse action could include dismissing you, refusing to employ you, negatively altering your position, or treating you differently for discriminatory reasons. Some of your workplace rights include the right to freedom of association (including the right to become or not to become a member of a union), and the right to be free from unlawful discrimination, undue influence and pressure.

If you have experienced adverse action by your employer, you can seek assistance from the Fair Work Ombudsman or Fair Work Australia (applications relating to general protections where you have been dismissed must be lodged with Fair Work Australia within 60 days).

▲ Termination of employment

Termination of employment can occur for a number of reasons, including redundancy, resignation and dismissal. When your employment relationship ends, you are entitled to receive any outstanding employment entitlements. This may include outstanding wages, payment in lieu of notice, payment for accrued annual leave and long service leave, and any applicable redundancy payments.

Your employer should not dismiss you in a manner that is 'harsh, unjust or unreasonable'. If this occurs, this may constitute unfair dismissal and you may be eligible to make an application to Fair Work Australia for assistance. It is important to note that applications must be lodged within 14 days of dismissal. Special provisions apply to small businesses, including the Small Business Fair Dismissal Code. For further information on this code, please visit www.fairwork.gov.au.

▲ Right of entry

Right of entry refers to the rights and obligations of permit holders (generally a union official) to enter work premises. A permit holder must have a valid and current entry permit from Fair Work Australia and, generally, must provide 24 hours notice of their intention to enter the premises. Entry may be for discussion purposes, or to investigate suspected contraventions of workplace laws that affect a member of the permit holder's organisation or occupational health and safety matters. A permit holder can inspect or copy certain documents, however, strict privacy restrictions apply to the permit holder, their organisation, and your employer.

▲ The Fair Work Ombudsman and Fair Work Australia

The **Fair Work Ombudsman** is an independent statutory agency created under the *Fair Work Act 2009*, and is responsible for promoting harmonious, productive and cooperative Australian workplaces. The Fair Work Ombudsman educates employers and employees about workplace rights and obligations to ensure compliance with workplace laws. Where appropriate, the Fair Work Ombudsman will commence proceedings against employers, employees, and/or their representatives who breach workplace laws.

If you require further information from the Fair Work Ombudsman, you can contact the **Fair Work Infoline** on **13 13 94** or visit www.fairwork.gov.au.

Fair Work Australia is the national workplace relations tribunal established under the *Fair Work Act 2009*. Fair Work Australia is an independent body with the authority to carry out a range of functions relating to the safety net of minimum wages and employment conditions, enterprise bargaining, industrial action, dispute resolution, termination of employment, and other workplace matters.

If you require further information, you can contact **Fair Work Australia** on **1300 799 675** or visit www.fwa.gov.au.



16 August 2013

Joseph Crowley
Faculty of Law
Bond University

FACULTY OF LAW

Bond University
Gold Coast, Queensland 4229
Australia

Toll free 1800 650 121
(within Australia)

Ph: +61 7 5595 2008
Fax: +61 7 5595 2036
(from overseas)

ABN 88 010 694 121
CRICOS CODE 00017b

Dear Joe

Senior Teaching Fellow

Bond University is pleased to offer you further employment as a Senior Teaching Fellow in the Faculty of Law.

Your new appointment is a three year, full time, fixed term, teaching and research contract for the period from 1 September 2013 to 31 August 2016 with an annual salary of \$ [REDACTED] and with 9.25% superannuation.

To confirm your acceptance of this offer please sign and return this letter to Robin Wolff.

We look forward to your acceptance of our offer.

Yours sincerely

[REDACTED]

[REDACTED]
Deputy Dean, Faculty of Law

I acknowledge and accept the Offer of Employment as outlined in this letter.


Joseph Crowley


Date



Senior Teaching Fellow (Law)

Position Description

The duties and responsibilities of this position may include each of the itemised activities with specific expectations negotiated from time to time with the Dean.

INTRODUCTION

A **Senior Teaching Fellow** is expected to make a significant contribution to the teaching effort of the Faculty and University, particularly at undergraduate and graduate diploma levels, and to engage in activities that develop the scholarly and professional expertise that they bring to their teaching under the guidance and support from more senior academic staff.

The position is consistent with a record of strong teaching performance at the Teaching Fellow Level over a sustained period, with consistency of output in teaching, evidence of teaching innovation or evidence of curriculum development.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities of a **Senior Teaching Fellow** include, but are not limited to:

TEACHING AND LEARNING

- Conducting lectures, tutorials, workshops, practical classes, demonstrations, field excursions, clinical sessions and other appropriate learning activities as required
- Ensuring that the quality of teaching delivery and subject content is of the highest standard
- Teach in accordance with faculty and university policies and procedures, as amended from time to time
- Providing academic and administrative support to the Faculty and University as required
- Being available for consultation for students and staff
- Preparing and marking assignments and exams, including supplementary exams
- Preparing and submitting final grades within the relevant deadlines
- Act as a subject coordinator, including the supervision of tutors and related planning and coordination responsibilities

- Preparing high quality subject delivery and learning support materials and ensuring that these are available to students
- Ensuring that students are adequately informed of the requirements and conduct of learning activities

SERVICE & ADMINISTRATION (unless in a teaching only position)

Contribute in the form of administration and/or service to Bond University and the Faculty by, for instance:

Be actively involved in professional and community service including contributions to relevant professional societies

- Participate in promotion, marketing and recruitment activities as required
- Develop and participate in short courses, seminars and conference programs
- Contribute to department and/or faculty meetings, and serve on committees as required
- Work within university and faculty policy and procedures, as amended from time to time.

RESEARCH & SCHOLARSHIP (unless in a teaching only position)

- Be actively involved in research and scholarship
- Undertake and maintain progress in completion of a doctorate or other higher research degree in law (if not previously attained)
- Participate in development opportunities to improve research and supervision skills
- Comply with performance criteria and standards for research and scholarship set out in Bond University and Faculty policies and procedures, as amended or replaced from time to time
- Acknowledge one's association with Bond University in any publications, addresses or other research projects

OTHER DUTIES AS DIRECTED

The staff member may seek and/or the Dean may allocate additional duties within a staff member's skill, competence and training.

TEACHING LOAD

The normal teaching load for a **Senior Teaching Fellow** is determined by the Dean within faculty policy. With the approval of the Dean the teaching workload may be decreased to take into account research and professional activity and achievements, and to recognize increased levels of responsibility.

Unless otherwise specified in their contract of employment, a **Senior Teaching Fellow** will be expected to teach five out of each six semesters, with the sixth semester designated as a non-teaching semester which may be used in accordance with university policy.

RELEVANT EDUCATIONAL QUALIFICATIONS

A **Senior Teaching Fellow** is expected to have completed four years of tertiary study or equivalent.

UNDERSTANDING OF QUALITY ASSURANCE

Staff should demonstrate an understanding of the principles of quality assurance and continuous improvement as they apply at Bond University.

Staff are expected to demonstrate an ongoing commitment to the Bond University Strategic Plan, university policy and to our quality assurance processes

UNDERSTANDING OF CULTURAL SENSITIVITY

Staff will come into contact with staff and students from a variety of cultural backgrounds. It is expected that mutual respect, cultural awareness and cultural sensitivity will form the basis of for a professional working relationship.

Staff are encouraged to attend a cultural sensitivity workshop to further enhance and develop cultural awareness and cultural sensitivity skills.

Position held by : _____

Signed : _____

Date : _____

Bond Employment Contract (BEC)

THIS IS AN INDIVIDUAL CONTRACT OF EMPLOYMENT

BETWEEN

BOND UNIVERSITY LTD (ACN 010 694 121)

(the 'University')

AND

Joseph Crowley

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. Teaching hours per week are;
 - 8 if coordinating
 - 10 if tutoring
2. You will be engaged for a fixed term commencing on 1 September 2013 until 31 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 - n/a existing employee

4. Your probationary period will be 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. You are allowed one non-teaching semester every three semesters in accordance with the Non-teaching Semester Policy (an **Agreed Policy**).
7. Apart from periods of approved leave, you must use your non-teaching semester for academic and professional development, research or other service to the University. Your activities must be proposed and approved in accordance with the Non-teaching Semester Policy as part of your annual review process. Provided your proposed activities are approved, you may be absent from the University campus during your non-teaching semester.

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 9.25% 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.

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 witness

Full name of witness
Bond University

Address of witness

Signature of officer

Name of officer
Director of Human Resources

Office held
Bond University

Address

Signed by Joseph Crowley in the presence of

Signature of witness

Full name of witness (print)

Address of witness (print)

Address

Dated 22/8/13.

Dated: 22 Aug 2013

Attachment: Position Description for signature.

From: Joseph Crowley
Sent: 26/07/2016 2:40:46 PM
To: [REDACTED]
Subject: Fw: Teaching Allocation for 2016

Joseph Crowley

Liability limited by a scheme approved under Professional Standards Legislation

From: [REDACTED]
Sent: Friday, November 6, 2015 12:07 PM
To: Joseph Crowley
Subject: Fw: Teaching Allocation for 2016
Hi Joe

Well played, sir.

But no, that wasn't a formal offer to renew your contract. That is a separate process.

Thank you for prompting us to now include an explanatory footnote in Nerissa's timetabling emails.

Not sure if your email was entirely serious but if this is causing you concern, let's catch up for a chat.

Cheers

[REDACTED]

Executive Dean
Faculty of Law
Bond University | Gold Coast, Queensland, 4229, Australia
CRICOS Provider Code 00017B

From: [REDACTED]
Sent: Friday, 6 November 2015 9:23 AM
To: [REDACTED]
Subject: FW: Teaching Allocation for 2016

Hi [REDACTED]
Please see email below. Apparently I just offered to renew Jo Crowleys contract for 163.
Part of the Schedule a Year in advance problem I guess!!

Kind Regards
[REDACTED]
Law Program, Skills and Assessment Officer
Faculty of Law



Telephone: +61 7 5595 2045
Facsimile: +61 7 5595 2036
[Bond University](#) | Gold Coast, Queensland, 4229, Australia

CRICOS Provider Code 00017B



Australia's highest rating university for educational experience



BEFORE PRINTING THIS E-MAIL
please consider the environment

From: Joseph Crowley
Sent: Thursday, 5 November 2015 4:33 PM
To: [REDACTED]
Subject: Re: Teaching Allocation for 2016

Thanks for the clarification [REDACTED]
The proposed teaching for 2016 looks fine. Further, I accept the university's offer to
1. renew my contract in 163
2. Maintain the some contractual teaching hours as my current contract.

Regards

Joe

Sent from my iPhone

On 2 Nov 2015, at 4:16 PM, [REDACTED] [REDACTED]@bond.edu.au> wrote:
Our FATHER who art in the Deans office.
Had to look that word up. Interesting word.

Yes this is the Plan. If you've discussed anything with him lately that would change any of this let me know. The scheduling for 162 is pretty much happening now so you will need to let me know of anything you want changed for 162 by Wednesday before I meet with [REDACTED] at 2pm.

Kind Regards

[REDACTED]
 Law Program, Skills and Assessment Officer
 Faculty of Law

Telephone: +61 7 5595 2045
 Facsimile: +61 7 5595 2036
 Bond University | Gold Coast, Queensland, 4229, Australia

CRICOS Provider Code 00017B



Australia's highest rating university for educational experience



BEFORE PRINTING THIS E-MAIL
 please consider the environment

From: Joseph Crowley
Sent: Monday, 2 November 2015 12:40 PM
To: [REDACTED]
Subject: Re: Teaching Allocation for 2016
 Hi [REDACTED]

This looks interesting; does it have the imprimatur [REDACTED]
 Joe
 Sent from my iPhone

On 2 Nov 2015, at 9:41 AM, [REDACTED] [REDACTED]@bond.edu.au> wrote:
 Hi Joe

This is your proposed teaching hour allocation for 2016

	161					Lec	Sem	Tut
CROWLEY Joe								
REQUIRED TEACHING HOURS	OWED BALANCE	161	162	163	2016 TOTAL	CLOSING BALANCE		
16		0	8	8	16	0		

If you have any concerns about your teaching allocation for 2016 please let me know.

Kind Regards

[REDACTED]
 Law Program, Skills and Assessment Officer
 Faculty of Law

Telephone: +61 7 5595 2045
 Facsimile: +61 7 5595 2036
 Bond University | Gold Coast, Queensland, 4229, Australia

CRICOS Provider Code 00017B

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BEFORE PRINTING THIS E-MAIL
please consider the environment

[Evolve:15e6c60d-ba94-49ee-ac1b-67be88cec47b]

From: [REDACTED]
Sent: Thursday, July 21, 2016 9:20 AM
To: Joseph Crowley
Subject: Meeting to discuss his contract renewal - Joe / Nick
When: Thursday, July 21, 2016 9:30 AM-10:00 AM.
Where: [REDACTED] office

Hi Joe – Does this new date and time work for you ???

Cheers, [REDACTED]

Hi [REDACTED]

Sorry, I totally forgot about this. My wife is in court in Sydney, Mackay and Brisbane this week. Luckily I am on Long Service Leave and am not obliged to come to campus. As such I am at home looking after my kids on the school holidays. Could we reconvene after the holidays?

Best Regards

Joe

From: <bond@nga.net.au>
Date: 8 August 2016 at 9:33:14 AM AEST
To: <jcrowley@bond.edu.au>
Subject: Bond University - Your Online Acceptance of Variation is Now Ready
Reply-To: <hr@bond.edu.au>



Dear Joseph,

Your Letter of Variation is now available for you to review.

Please click the link below and login to eRecruit to view your documents.

To accept your variation:

1. Click [here](#) to login (alternatively copy and paste the following link in your web browser <https://bond.nga.net.au/cp>)
2. Click the **Login** link.
3. Enter your email address and password (**forgotten your password OR first time logging in? Click the 'Forgot password' link and follow the instructions**)
4. Click on the **My Profile** link.
5. Click on the **My Forms** link.
6. Click on the **Start Form:** Variation or Rehire Acceptance link.
7. Please ensure that all mandatory fields are completed prior to selecting **Save and Continue** to submit your acceptance.

Upon completion, you will receive an email confirming that your information has been successfully submitted. If you do not receive a confirmation email, please contact HR Services.

Should you require assistance please contact HR Services on 07 5595 5643 or email hr@bond.edu.au.

Kind Regards

HR Services
Human Resources
Bond University
(07) 5595 5643

Disclaimer

The information contained in the e-mail is intended only for the use of the person(s) to whom it is addressed and may be confidential or contain legally privileged information. If you are not the intended recipient you are notified that any perusal, use, distribution, copying or disclosure is strictly prohibited. If you have received this e-mail in error please immediately advise us by return e-mail and delete the e-mail document without making a copy.

Hall Payne Lawyers have virus scanning devices on our system but in no way do we represent that this communication (including any files attached) is free from computer viruses or other faults or defects. We will not be held liable to you or to any other person for loss and damage (including direct, consequential or economic loss or damage) however caused and whether by negligence or otherwise which may result directly or indirectly from the receipt or use of this communication or attached files.

JCB



Employee Number: 004128

PRIVATE AND CONFIDENTIAL

5 August 2016

Joseph Crowley
Faculty of Law

HUMAN RESOURCES

Bond University
Gold Coast, Queensland 4229
Australia

Phone: +61 7 5595 5643
Email: hr@bond.edu.au

CRICOS Provider Code 00017B

Dear Joseph,

Senior Teaching Fellow – Variation of Engagement

This is to confirm the following variation to your contract in the role of Senior Teaching Fellow located in the Faculty of Law:

Extension to: 31 August 2019

Your work function will change to Teaching only.

This variation to your employment will take effect from 1 September 2016.

Other terms and conditions of your employment agreement remain unchanged.

The variation must be accepted through the Bond University online onboarding portal. Once this is accepted please allow up to three weeks for the variation to be processed by the pay office through to your account. Please do not hesitate to call should you wish to discuss further.

By accepting this online variation of employment you are entering a binding employment agreement with Bond University Limited (BUL).

Thank you and we look forward to your acceptance of this variation.

Regards,

[Redacted signature]

[Redacted name]

Director of Human Resources
For and on behalf of
BOND UNIVERSITY LTD

JCF

From: Joseph Crowley
Sent: 8/08/2016 2:04:20 PM
To: [REDACTED]
Subject: Fwd: Contract Renewal

Sent from my iPhone

Begin forwarded message:

From: <jcrowley@bond.edu.au>
Date: 8 August 2016 at 11:06:26 AM AEST
To: <hr@bond.edu.au>
Subject: Contract Renewal

To Whom it may concern,

I am a Senior Teaching Fellow in the Law Faculty on a fix term 3 year contract. That contract expires on 31 August 2016. A few weeks ago I had a meeting with the [REDACTED] where he expressed the university's interest in rehiring me . However he described contractual terms that were different from that which I have am currently on. I said I was interested and would consider this contract when I received it. This morning I received an email informing me that my 'Letter of Variation ' was available to review. I was required to go online and fill in certain mandatory fields before 'submitting' this form as a means of 'accepting' my new contract.

My issues with this process are as follows:

1. This is not a 'variation' of a contract nor a renewal of a contract, it is a new contract;
2. I have not agreed to accept what was verbally offered to me I have said I would consider it when I saw it;
3. The university should not rely on my recollection of a conversation that I had some weeks ago as providing sufficient notice/ information on the terms of an employment contract;
4. Basic contract law requires that a party is provided with all of the terms of the contract which they will be bound by;
5. This process is not in accordance with the Higher Education Modern Award.

As such I will not be 'logging on' to whatever this HR website this is. If the university want to reemploy me then they can send me a copy of a contract containing ALL relevant terms either in hard copy or PDF.

I will then consider it. If I am satisfied, I will sign that document and return it to HR. Obviously this is entirely a matter for you but I note that I am scheduled to teach two subjects in 163. My current contract expires in 23 days. I will not be teaching unless and until I have signed a contract

I look forward to your response.

Regards

Joe Crowley

[Evolue:382b6924-3410-4e46-88ea-8942f569156f]