

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 LARS ISAKSSON

I, Lars Isaksson, care of Bond University, 14 University Drive, Robina in the State of Queensland, Assistant Professor, state as follows:

1. I was born on [REDACTED]
2. I have a Bachelor of Economics from Hermelin School in Sweden, which I completed in 1984. Marked and annexed as "LI1" is a copy of my curriculum vitae.
3. I came to Australia to study a Masters of Business Administration at Bond University in December 2004, which I completed in February 2007. Marked and annexed as "LI2" is a copy of my qualification.
4. I returned to Australia on 20 August 2008 after being offered a fixed term contract as an Adjunct Lecturer at Bond University commencing in September 2008 in conjunction with an offer to study a PHD in management.
5. The fixed term contract that I signed at the time was for a single trimester.
6. As an Adjunct Lecturer, I was responsible for planning subjects, writing course outlines, preparing exams and lecturing for two or three subjects.
7. I was continuously employed as an Adjunct Lecturer at Bond University from September 2008 until the end of the third trimester of 2012. Throughout that period I was employed on at least 16 successive single trimester fixed term contracts. Marked and annexed as "LI3" are copies of the fixed term contracts that I have been able to locate.
8. I also completed a PHD in Management from Bond University between September 2008 and January 2012. Marked and annexed as "LI4" is a copy of my "PhD Academic Fellowship Program" contract, and marked and annexed as "LI5" is a copy of my qualification.
9. My lecturing duties were the same as other Adjunct Lecturers that were not enrolled in a PHD. Consequently, I believe that during my role as an Adjunct Lecturer was discrete employment

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and was not subsidiary to my studies. I continued to be employed by Bond University on fixed term contracts following the completion of my PHD studies.

10. For the period when I was teaching on single trimester fixed term contracts, I would usually be advised whether or not my contract was being renewed about two months before the end of the contract.
11. On eight occasions I started teaching in a trimester before my new contract had been offered for that very trimester, because my name appeared in the teaching schedule, but I did not know the exact terms of my engagement such as the rate of pay.
12. In the January trimester of 2010, I recall that the Head of Department at the time, who I believe was [REDACTED], said to me words to the following effect:

"While you are doing a PHD you can't be appointed on a permanent ongoing contract as that is a pre-condition of that type of employment".
13. In the January trimester of 2011, [REDACTED], Head of Department for Management, advised me that I needed a PHD to be appointed on a permanent ongoing basis.
14. From 2012 onwards, following the completion of my PHD, I have regularly asked to be given permanent employment.
15. In September 2012 I commenced employment with Bond University as a Senior Teaching Fellow on a two year fixed term contract. Marked and annexed as "LI6" is a copy of my contract related to this appointment and two subsequent letters of appointment varying my contract.
16. This contract provided for a twelve month probation period during which the University could terminate my contract on one week's notice without explanation, could also be terminated on 12 weeks notice (or pay in lieu) in some circumstances at any time after the probationary period and, whilst it had a similar teaching load to the position of Adjunct Lecturer, I was also required to perform "services" and research. The contract provided for a ratio of 40% teaching, 40% services and 20% research. "Services" includes participating in university committees. One of committees that I participated on was a committee for curriculum development for a new Masters program.
17. The expectations with respect to research was that Senior Teaching Fellows would source research and write papers themselves, with the objective of getting papers published in academic journals.
18. The research funding was not public funding, but rather funding provided by Bond University.
19. In April 2013 I commenced working additional hours as a casual Instructor in the EMBA Program in the Faculty of Business on an eight month fixed term contract. This contract was varied in October 2013, and it ended on 24 November 2013. Marked and annexed as "LI7" are the contracts related to this appointment.
20. In 2013, I responded to an advertisement for the position of Assistant Professor on a three year contract.
21. Marked and annexed as "LI8" is a copy of this advertisement.

22. Once my application had been reviewed, [REDACTED], Dean of the Business Faculty, said words to the effect of:

"Hope you're not too upset but I had to change it to a two year contract."

23. In November 2013, I commenced in the role of Assistant Professor on a two-year fixed term contract ending in November 2015. My contract could also be terminated before the expiry date by the University giving six months' notice (or pay in lieu) in certain circumstances. This contract was later extended until December 2015. Marked and annexed as "LI9" are a copy of my contract and two subsequent letters of appointment varying my contract.
24. In the role of Assistant Professor, I was provided with limited funds of a \$ [REDACTED] allowance to assist with research, but if I required additional funds this would have to be sourced by myself.
25. As an Assistant Professor, I am assigned to a Department within the business faculty which dealt specifically with strategy, international business and entrepreneurship.
26. There is still a requirement for 40-40-20; however I am entitled to have one trimester off each year with no lectures for the purpose of research. I have only taken one research trimester since I was appointed as an Assistant Professor. Instead of my research trimester, I agreed to do 'above-load' teaching to earn additional income as I was concerned about my financial stability given that I was on a fixed term contract.
27. In early 2015, I approached the Dean of the faculty, [REDACTED] and requested a meeting to discuss my employment.
28. On 1 April 2015 I met with [REDACTED] and presented a Powerpoint presentation on my background and listed one of my objectives as 'tenure position'.
29. Marked and annexes as "LI10" is a copy of this PowerPoint presentation.
30. [REDACTED] responded by saying words to the effect of:
- "I'll think about it."*
31. In August 2015 I was offered, and I accepted, a two week fixed term contract as a casual instructor in the BBT Program in the Faculty of Business for January 2016. Marked and annexed as "LI11" is a copy of my contract related to this appointment.
32. In approximately September 2015, [REDACTED] employed another Assistant Professor of Global Strategy on a three year contract. This person was employed with the same position and job description as me.
33. I complained about the appointment of a new Assistant Professor Global Strategy to the Dean, [REDACTED], who determined that I could continue to be employed for one year and gave me a contract from 1 January 1 2016 to 30 December 2016.. Marked and annexed as "LI12" is a copy of my contract for this appointment.
34. Bond University has a process whereby people seeking promotions must apply through the internal promotion scheme.
35. The first trimester of the year commences in approximately the third week of January.

36. The process is that people apply for promotions in January and their applications are processed and finalised in approximately May, and then the position is then back dated for the first trimester.
37. In January 2016 I applied for a promotion from the position of Assistant Professor Level B to the position of Assistant Professor Level A.
38. The position of Assistant Professor Level A has a salary of \$20,400.00 a year more than Assistant Professor Level B.
39. On 11 February 2016, after I made my application I was advised by [REDACTED], Head of Department for Management, that I was not eligible to apply for this position because I had less than one year remaining on my current contract.
40. [REDACTED] then forwarded an email to me explaining the eligibility criteria to apply for a position. Marked and annexed as "LI13" is a copy of email correspondence related to my application for promotion.
41. On 27 April 2016 an email was sent by [REDACTED], the Executive Dean of the Bond Business School, advising the Business Faculty employees that Ingrid Bonn, Head of Department, had resigned from her role. I sent an email to [REDACTED] asking if him if this meant that my employment would continue, and [REDACTED] responded by stating that he was not yet in a position to be able to renew my contract. Marked and annexed as "LI14" is a copy of this email correspondence.
42. The Business School is currently re-organising its internal structures.
43. In May 2016 I became unwell and I required access to my accrued sick leave. When I sent the completed leave paperwork and a copy of the medical certificate, I was advised that I required permission from my manager before my sick leave would be approved. Marked and annexed as "LI15" is a copy of the email correspondence related to my application for sick leave.
44. [REDACTED] was appointed as in the new Dean in approximately May 2016.
45. Following his appointment, I promptly organised a meeting with [REDACTED] to discuss my employment.
46. On 1 June 2016 I met with [REDACTED] and presented a Powerpoint presentation at that meeting about my background and listed one of my objections as 'tenure position'.
47. Marked and annexed as "LI16" is a copy of this Powerpoint presentation.
48. [REDACTED] replied by saying words to the effect of:

"I've heard the story of difficulties in the department. I'll look into this and get back to you."
49. No offer for permanent or ongoing employment has been forthcoming.

Financial Implications

50. I have been renting properties on six and twelve month leases, from lease to lease, for a number of years.

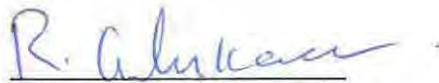
51. I have two children aged five and three, and my current rental property is smaller than what I would like to raise children in.
52. In December 2015 I attended the Commonwealth Bank to try to obtain conditional pre-approval for a mortgage to buy a property, however the documentation required evidence of ongoing employment.
53. Since this time I have been in discussions with a Mortgage Broker about the ability to obtain finance to buy a property.
54. This has so far been unsuccessful, and my Mortgage Broker has informed me that it may be difficult to obtain finance with fixed term employment.

■ [REDACTED]

60. This statement is to the best of my knowledge true and correct.

Dated this 9th day of August 2016.


Lars Isaksson


Witness
(G. RAJAGURU)

Annexures

Go to [Annexures LI1 to LI4](#)

Go to [Annexures LI5 to LI8](#)

Go to: [Annexures LI9 to LI16](#)