

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 CHERISE HOEFLER

I, Cherise Hoefler, care of Bond University, 14 University Drive, Robina in the State of Queensland, , state as follows:

1. I am a Copywriter and Marketing Professional.
2. I commenced employment at Bond University in January 2008 as a “casual” Teaching Fellow in the Humanities and Social Sciences faculty.
3. As a “casual” Teaching Fellow I was employed pursuant to fixed term contracts, each of which was for a semester in duration. The contract then terminated at the end of each semester, and was otherwise terminable on one week’s notice during the semester.
4. I was originally paid on the basis of an hourly rate for lectures and tutorials. In practice, the faculty determines the hours that I teach so I am paid for a guaranteed number of hours each week.

Secondary employment

5. When I commenced employment with Bond University, I was also employed as a part-time Market Manager of Burleigh Brewing. I was employed part-time at Burleigh Brewing from 9am to 3pm. Bond University was aware of my employment at Burleigh Brewing but required me to teach classes at specific times. Burleigh Brewing then accommodated my hours around my teaching hours. Bond University never raised an issue with me obtaining secondary employment.
6. In 2014 I took up employment at Isle of Capri as a Marketing Manager and updated this on LinkedIn profile. I then received a phone call from [REDACTED], Dean of Staff, and we had a conversation in words to the following effect:

[REDACTED]: *“I see you now work at Isle of Capri. Does this mean you’re leaving Bond?”*

Me: *“Absolutely not. It’s casual work and they’re happy to work around my teaching hours.”*

[REDACTED]: *“A full-time contract at Bond would most likely not be in the offing so we’re not concerned when staff take up other work”.*

7. To supplement my income, whilst working for Bond University I also performed work as a Copywriter and Marketing Professional, a Social Media Manager and a Web Designer in a private capacity.

History of employment with Bond University

8. Between 2008 and 2014 I was employed pursuant to approximately 21 fixed term teaching contracts at Bond University, each of which was for a period of 16 weeks.
9. Marked and annexed as "CH1" are copies of the contracts from Bond University that I have been able to locate for this period.
10. The contracts specified that I was a 'casual employee' and would be paid based on set hourly rates for lectures and tutorials.
11. In semesters where I had more teaching hours, I would receive more money.
12. In 2009 I commenced employment at Bond College as a Teaching Fellow.
13. Bond College is a pathway program for Year 11 and 12 students that allows them to complete their Senior Certificate and obtain direct entry into Bond University for their tertiary studies.
14. The Bond College is run and managed by Bond University. Bond University were my employer with respect to my work at Bond College.
15. I worked at Bond College from 2009 until the end of December 2014. I was employed pursuant to a contract of employment that provided for permanency and payment for 0.5 FTE.
16. Throughout this time, I was paid \$ [REDACTED] an hour for the teaching work that I performed at Bond College, which amounted to approximately \$ [REDACTED] a week.
17. I do not have a copy of my contract from Bond College.
18. I also continued to perform teaching work at Bond University during this period. On each occasion that I did work for Bond University, I would receive a new contract. This was different to my contract at Bond College.
19. My contracts at Bond University would only last for sixteen weeks, but I would usually receive an email in about the tenth week of the previous trimester advising me of what I was teaching in the next trimester.
20. Despite this, it was not always the case that I would receive a copy of my new employment contract in advance of the next trimester starting.
21. In the early years of my employment at Bond College, I would receive a copy of my contract from Bond University during O-week.
22. On four or five occasions, Bond University did not pay me until week eight of the trimester as a result of delays getting their contract to me, or processing my signed employment contract.
23. This created great difficulties for me as I would go without pay from week sixteen of one trimester to week eight of the next trimester (other than the income I was receiving from Bond College which could only cover my children's school fees).
24. Whilst on these Bond University semester-long contracts, I was not paid for holidays or between semesters. This meant that in 2014 when I was not paid until week eight, I had to borrow money from my children to make ends meet.
25. In about December 2013 I informed [REDACTED], Pro Vice Chancellor of Partnerships and Pathways, that I intended to quit Bond College and wanted to continue only with Bond University. We had a conversation in words to the following effect:

██████████: *"You are leaving me in the lurch. You are only leaving because we've fired the Director."*

Me: *"That is not the issue. I'm leaving because of the poor pay, the amount of unpaid work I do is off the charts and I want to pursue my PHD. The extra work this job put on me means that I never get time to do my own research."*

██████████: *"I can make sure you will never be employed in the University again".*

26. Later that day I spoke to ██████████, Dean of the faculty, who said to me words to the following effect:

"She can't say that. She can't stop you working in the University. You're a great worker. There is work here for you but in terms of permanent employment, I can't tell you that will be forthcoming in the near future."

27. I then had to raise this matter internally in order to be offered subsequent work.

28. I was then offered another fixed-term contract as a Teaching Fellow at Bond University for the first trimester of 2014.

29. As a Teaching Fellow, I was not required to do any research, but I was paid for approximately eight hours a week of lecturing and teaching.

30. In addition, I also had to perform "services" which included consultations of two hours for each subject that I taught, as well as examinations, marking, volunteering at Open Day and anything else that the course co-ordinator required.

31. I also wrote textbooks and wrote lectures, but I was only paid for the teaching work.

32. I have been employed as a Semester Teaching Fellow at Bond University throughout 2015 and 2016. Marked and annexed as "CH2" are copies of my letters of offer from Bond University during this period.

33. In 2015 I took up a second position with Bond University in an administrative role with respect to the Professional Masters Program. In this role I am responsible for managing staff and students in the Professional Masters Program and looking after student internships.

34. I was employed in this position on a fixed term contact from 16 November 2015 until November 2016.

35. The work is approximately 0.5 full time equivalent hours, and it supplements my teaching.

36. This contract has now been extended until 2018, but it is still for a fixed term and I could be without employment at the end of the period.

Requests for permanent employment

37. I raised the issue of fixed-term employment in 2010 with ██████████, Head of School. ██████████ said words to the effect:

"You haven't finished your Masters degree. You need to become more skilled in your academic standing before any contract can be considered."

38. Not having a permanent contract is of great concern to me, and causes me great stress. I have repeatedly asked [REDACTED] for a permanent contract. [REDACTED] has advised me that he had been given a directive not to give out permanent contracts.
39. In approximately 2013 or 2014, I was in the elevator with [REDACTED], Pro Vice-Chancellor of Students, who asked me how I was and I said: *"I'm not great. When are we going to get real contracts?"*. [REDACTED] then said words to the following effect: *"I have no idea."*
40. On each occasion I have raised my concerns, no offer of permanent employment has been forthcoming.
41. In late 2014 or early 2015 I informed [REDACTED] that I did not want to continue being employed pursuant to semester-long fixed term contracts and that I was worried that I would never be given permanent or ongoing employment. [REDACTED] replied by saying words to the following effect: *"We would hate to lose you but if you don't want to work on this basis, you may have to go somewhere else"*.
42. As a result of these conversations, I have great concerns that I will never be offered permanent or ongoing employment at Bond University.

Problems with fixed term employment

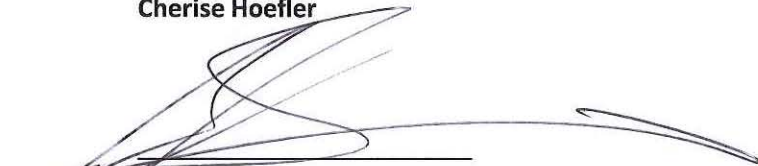
43. The job of a Teaching Fellow is very draining and I feel that the likelihood of getting my contract renewed relies very heavily on the students' evaluations of my teaching. I have received congratulatory emails from the Dean when I have received positive teaching evaluations. For this reason, I believe that teaching evaluations are looked at closely by the faculty. I believe that because I am on a fixed-term contract, the faculty may not renew my contract if I receive criticism on my teaching evaluations.
44. One year when I was ill and had to take time off work I subsequently received negative teaching evaluations. As a result I am very reluctant to take sick leave, and I often do not take leave when I am ill.
45. As a result of having to work while I am ill, it is often the case that I am also ill during the period between trimesters. I commonly get chest infections.
46. This semester I have had to take the most time off I ever have as I have had to attend three funerals. I am concerned that, as a result of taking time off, I may receive negative teaching evaluations which may harm my prospects of getting a new contract. I hope that the faculty will see this as an anomaly.
47. In 2013, I spoke to a Woolworths credit card consultant to obtain a credit card who said words to the following effect: *"Because your pay is sessional, I cannot give you a very high limit."*
48. I was then issued a credit card with a \$1,000 limit.
49. In July 2016 I wanted to obtain pre-approval for a mortgage, but when I spoke to a representative at the National Australia Bank they said my salary was not high enough and due to precarious nature of my employment they would not approve a loan.
50. Having insecure employment is of great concern to me and causes me much stress and anxiety. It is often the case that a timetable comes through for a subsequent trimester and my name does not appear on it against the classes that I teach. Whilst I subsequently have been given the work, when I see that my name is not on the timetable, I have anxiety that my contract will not be renewed.

51. I have recently separated from my husband and I believe that the stress causes by insecure employment and the irregular payment of wages was a significant factor to the separation. Our financial standing was a major source of conflict in the relationship.
52. On 4 August 2016 I spoke to a representative at the National Australia Bank loans section who said that because my 0.5 FTE contract has now been extended until 2018, they will now provide me with finance.
53. This statement is to the best of my knowledge true and correct.

Dated this 9th of August 2016.



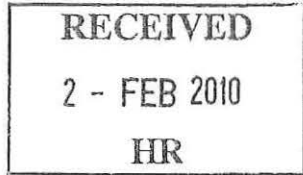
Cherise Hoefler



Witness
Grant Sinnamion

BOND WORKPLACE AGREEMENT

Academic



Casual teaching only employee (multiple or unspecified semester appointment)

BOND UNIVERSITY LIMITED

(ACN 010 694 121)

(the **Employer**)

AND

CHERISE HOEFLER

COPY
(the **Employee**)

We are pleased to offer you this Bond Workplace Agreement (**BWA**) on 15 January 2010.

This BWA contains the terms and conditions of your employment at Bond University. It refers to, and may be supplemented by, terms and conditions drawn from the Fair Work Act 2009 (**Act**) including from 1 January 2010, the National Employment Standard (**NES**).

Your employment may also be affected by the Higher Education – Academic Staff Award 2010 (**Award**) which is a Modern Award made pursuant to the Act and is also applicable from 1 January 2010. Terms in the NES or the Award which apply to your employment are not separately incorporated as terms of this BWA and may vary over time.

You should carefully read the terms of this BWA and if you agree with the terms, sign it within seven days and return it to [redacted], Bond University- Human Resources. If you have any questions, please contact [redacted], Bond University – Human Resources.

If you accept this BWA, your appointment is subject to and conditional upon Bond receiving from you this signed BWA, a completed and signed Employment Declaration Form, a completed emergency details form and bank details on or before your commencement date.

You will be, first and foremost, an employee of Bond University and although this BWA offers you a position within a section of Bond University, it is a fundamental requirement of your position that the best interests of Bond University as a whole must be your priority at all times.

This BWA is arranged as follows:

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1. EFFECT OF THIS BWA

- 1.1 This Agreement is binding upon the Employer and Employee and will operate subject to the operation of the Act and any statutory minimum terms and conditions that apply to the Employee's employment.
- 1.2 The parties agree that if it is at any time a requirement of the Act or any industrial instrument that, in order to give effect to the individual terms and conditions of this Agreement, they must enter into a separate flexibility or facilitative agreement in order to lawfully modify or exclude the operation of any term of an award or legislative standard the parties, the parties will enter into such an agreement.
- 1.3 For the avoidance of doubt, the terms of the Act or any award or industrial instrument that may apply to the Employee's employment are not incorporated into this Agreement and compliance with such terms is not a term of this Agreement.

BWA Cherise Hoefler

2. DEFINITIONS

2.1 In this BWA:

Act means *Fair Work Act 2009* (Cth) (Cth) (as amended or replaced from time to time).

Award means the Higher Education – Academic Staff Award 2010, applicable from 1 January 2010.

Agreement means this BWA and any schedules to this BWA.

Bond University means the university of that name established by the *Bond University Act 1987* (Qld) (as amended or replaced from time to time).

Commencement Date means **18 January 2010**.

Confidential Information means all information (including but not limited to trade secrets and confidential know how) relating to the Employer or any related or associated entity, whether or not in material form, of which the Employee becomes aware or generates in the course of or in connection with the Employee's employment.

Employer Plan is defined in clause 6.1.

Improvements means all inventions, improvements or discoveries conceived by the Employee during the employment and which are related or are in any way connected with the current or future proposed activities of the Employer or any related or associated entity.

NES means the National Employment Standard applicable from 1 January 2010.

Position is defined in clause 3.1.

Public Holiday has the meaning given to it in the Act.

3. ENGAGEMENT

- 3.1 The Employer may employ the Employee from time to time on a casual basis in the position of Teaching Fellow (the **Position**), in the Faculty of Humanities and Social Sciences or such other position agreed between the Employee and the Employer from time to time.
- 3.2 This Agreement will apply to any casual engagement accepted by the Employee at any time, notwithstanding that the engagements may be intermittent or separated by periods of time when the Employee is not employed by the Employer.
- 3.3 If the Employer offers and the Employee accepts engagement as a casual employee for a specific semester or semesters, then the Employee agrees to be available to work for

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the duration of the agreed semester or semester (**Semester Periods**) in accordance with the terms of the offer.

- 3.4 The Employer may vary the Position by adding or subtracting particular requirements of the Position at any time as long as it does not (without the Employee's consent) substantially change the nature of the Position or require the Employee to do things which are beyond his or her competence.
- 3.5 In discharging the requirements of the Position, the Employee must:
- (a) follow lawful instructions and directions given to the Employee in good faith by or on behalf of the Employer from time to time;
 - (b) conduct himself or herself at all times in a professional manner and take no action which damages or is likely to damage the reputation of the Employer or Bond University;
 - (c) act in good faith in relation to the Employer's business and Bond University at all times; and
 - (d) perform the Employee's duties to the best of the Employee's abilities, knowledge and skill.

4. ATTENDANCE AT WORK AND TEACHING

- 4.1 The Employee must teach in accordance with the Employee's agreed position description and the Dean's reasonable requirements.
- 4.2 The Employee must be available at the Bond University campus for teaching and other duties at such times as are reasonably required in order to carry out the requirements of his or her Position during the Semester Periods.
- 4.3 As a casual employee, the hours the Employee may be asked to work during the Semester Periods will vary from engagement to engagement.
- 4.4 The Employee must comply with the performance criteria and standards for teaching set out in Bond University and Faculty policies and procedures (as amended or replaced from time to time).

5. REMUNERATION

- 5.1 The Position is currently classified as Casual The hourly rate for the Position is \$ [REDACTED] (**Hourly Rate**) with an expected weekly rate of \$ [REDACTED] (**Weekly Rate**), subject to the hours required to be worked by the Employee.
- 5.2 The equivalent classification for the Position under the Award is **Level A**.
- 5.3 The Hourly Rate incorporates and is in satisfaction of all monetary entitlements (including minimum wage, casual loading, overtime and penalties) under the Award, any legislation or industrial instrument which may otherwise apply to the Employee.

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- 5.4 If the Award, any other industrial instrument or legislation at any time applies to the Employee's employment and requires the Employer to provide the Employee with any benefit that is not otherwise provided for in this Agreement the Employee agrees that, to the extent permitted by law:
- (a) to the extent the benefit is a monetary benefit, it forms part of and is absorbed into the Employee's Hourly Rate so as to satisfy the Employer's obligation to provide that benefit;
 - (b) to the extent that the benefit is a non-monetary benefit but to provide the benefit is a cost to the Employer, the Employer may reduce the Employee's Hourly Rate to compensate for that benefit by an amount equivalent to that cost.
- 5.4 The Employee will be paid for hours worked on a fortnightly basis in arrears (or otherwise as determined by the Employer) by direct credit to the Employee's nominated bank account. Pay-slips will be provided to the Employee electronically.
- 5.5 The Employer may change the manner or frequency of payments at any time, in order to comply or prepare to comply with the requirements of the Award, and may put in place reasonable arrangements to facilitate the transition from one pay frequency to another.
- 5.6 As permitted by law the Employee agrees that the Employer may, at any time, deduct from the Employee's wages any monies owed by the Employee to the Employer which includes but is not limited to:
- (a) overpayments made by the Employer to the Employee;
 - (b) monies paid to the Employee in error for leave entitlements where the Employee does not have an entitlement to leave;
 - (c) wages paid to the Employee in respect of any unauthorised absences; and
 - (d) reimbursements for goods and/or services supplied by Bond to the Employee.
- 5.7 If a further written authority to deduct monies from salary or wages is required by law to make a deduction authorised by clause 5.5, the Employee undertakes to provide this authority.
- 5.8 In the event that a deduction from the Employee's wages is required in accordance with this clause, Bond may consult with the Employee about a repayment schedule.

6. SUPERANNUATION CONTRIBUTIONS

- 6.1 The Employee may nominate a superannuation fund to receive Employer contributions to the Employee's superannuation. If the Employee does not nominate a superannuation fund, the Employee will be deemed to have nominated the BT Funds Management Ltd, BT Lifetime Super - Employer Plan (**Employer Plan**).

BWA Cherise Hoefler

- 6.2 The Employer will make superannuation contributions at a rate sufficient to avoid the imposition of a charge under the Superannuation Guarantee legislation.
- 6.3 The Employee's eligibility for membership to the Employer Plan is subject to the rules of the Employer Plan.

7. PUBLIC HOLIDAYS

- 7.1 The Employee may be required to work on a Public Holiday occurring during the Semester Periods.
- 7.2 If the Employee is required to work on a Public Holiday, the Employee will be paid the Hourly Rate for the hours worked on the Public Holiday.

8. LEAVE ENTITLEMENTS

- 8.1 As a casual employee, the Employee does not have an entitlement to annual leave or paid personal leave or compassionate leave. The hourly rate has been determined to incorporate a loading in lieu of entitlements afforded to continuing employees.
- 8.2 The Employee may have an entitlement to unpaid carer's or compassionate leave in accordance with the Act.

9. MEDICAL EXAMINATION

- 9.1 The Employee may be required by the Employer to undergo medical examinations for the following purposes:
- (a) to determine (either before an engagement commences or after an engagement commences) whether the Employee has any injury or illness which prevents the Employee from carrying out any of the Employee's required duties or has the capacity to perform the inherent requirements of the Position;
 - (b) to determine whether the Employee is medically fit to undertake any additional duties which the Employer may require the Employee to undertake.
- 9.2 The Employer will meet all expenses associated with any medical examination and, if the Employee is required to undergo a medical examination:
- (a) the Employer will own any medical report produced as a result of that medical examination but not any pre-existing reports or information considered for the purposes of providing the report;
 - (b) the Employee will be entitled to access to the report; and
 - (c) The employer will maintain the confidentiality of the records and adhere with the National Privacy Principles, as defined in the Privacy Act.

BWA Cherise Hoefler

10. WORK PERFORMANCE

- 10.1 Performance management and corrective action for poor performance is outlined in Bond University's policy and the Faculty policy on performance management (as amended or replaced from time to time). A failure by the Employer to follow the policy will not amount to a breach of this Agreement.

11. TERMINATION OF EMPLOYMENT

- 11.1 Unless otherwise agreed, the Employee will not be engaged to work after the expiry of the Semester Periods and the Agreement will terminate at this time.
- 11.2 During the Semester Periods, the Employer or Employee may terminate the Employee's employment by the giving of two (2) hours' notice.
- 11.3 The Employer may terminate the Employee's employment without notice if the Employee is guilty of serious misconduct during the course of the Employee's employment.
- 11.4 If the Employee's employment is terminated by the Employer or by the Employee for any reason and at the end of any engagement, the Employee must immediately:
- (a) return any Bond University property in the Employee's possession or control, including documents or any other information; and
 - (b) ensure that Bond University is fully advised of all work in progress under the Employee's control.

12. OTHER EMPLOYMENT

The Employee may obtain additional income through another employment or business venture provided that, in the opinion of the Dean, no conflict of interest occurs.

13. POLICIES AND PROCEDURES

- 13.1 Bond University has detailed policies, standards and procedures which operate independently from this Agreement. These policies and procedures deal with a variety of matters, including standards of behaviour, workplace processes and additional benefits which are provided in Bond University's discretion, and may be added to, modified or withdrawn at any time.
- 13.2 All employees are expected to comply with Bond University's policies and procedures, and a failure to do so may be taken into account in assessing the Employee's performance and conduct as an employee. Conduct which is in breach of policies or procedures may in particular cases justify termination of employment or may also be a breach of this Agreement. The Employee should therefore ensure that he/she is familiar with Bond University's policies and procedures, which can be obtained from the intranet or the Human Resources department. The Employee will also be required to keep up to date with any amendments or additions to these policies and procedures.

BWA Cherise Hoefler

- 13.3 Bond will also act consistently with the policies and procedures. Unless specifically provided in this Agreement, however, the policies and procedures are not contractually binding as between the Employee and Bond, and any failure by Bond to follow a particular term of a policy or procedure will not amount to a breach of this Agreement.

14. CONFIDENTIALITY

14.1 The Employee:

- (a) may use Confidential Information solely for the purpose of performing the Employee's duties with the Employer;
- (b) must keep Confidential Information confidential; and
- (c) may only disclose Confidential Information to persons as is required for the purpose of performing the Employee's duties, or who have been approved by the Employer in writing.

14.2 The obligations of confidentiality do not extend to information that (whether before or after the commencement of employment):

- (a) is public knowledge (otherwise than as a breach of this agreement); or
- (b) is required by law to be disclosed.

14.3 On termination of employment for any reason the Employee must immediately return to the Employer all Confidential Information in material form and those parts of all notes and other records based on or incorporating Confidential Information.

14.4 The Employee's obligations of confidentiality owed to the Employer continue after termination of employment, except in respect of information that is part of the Employee's stock of general skill and knowledge.

15. IMPROVEMENTS

15.1 The Employee acknowledges that all Improvements are and shall be the sole and exclusive property of the Employer and the Employee will:

- (a) promptly disclose to the Employer any Improvements developed by the Employee or known by the Employee to have been developed by any other employee of the Employer in the course of their employment; and
- (b) immediately take any reasonable action necessary to transfer to the Employer the Employee's and any other employees' interests in any improvements.

15.2 The Employee will comply with the Bond University Intellectual Property policy (as amended or replaced from time to time).

BWA Cherise Hoefler

16. WORKPLACE HEALTH AND SAFETY

16.1 The Employee will:

- (a) comply with Bond University's workplace health and safety policies and procedures (as amended or replaced from time to time);
- (b) take all practicable steps to ensure the Employee's own safety at work, and to ensure that no action or inaction by the Employee causes harm to any other person; and
- (c) report to the Employer as soon as possible any accident, incidents or hazards arising during the course of the Employee's employment.

17. GENERAL PROVISIONS

- 17.1 This Agreement contains the entire agreement between the Employee and the Employer and supersedes any prior agreements, representations, understandings or arrangements concerning the Employee's employment.
- 17.2 Each provision of this Agreement is severable from the others, and severance of a provision will not affect the remaining provisions of this Agreement.
- 17.3 This Agreement is governed by and is to be construed in accordance with the law of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.

BWA Cherise Hoefler

EXECUTED as an Agreement.

The parties acknowledge that they have read and understood the conditions and responsibilities of this BWA and accept those conditions and responsibilities.

Signed by Bond University Limited (ACN 090 694 121) of University Drive, Robina, Gold Coast, Queensland 4229 by an authorised officer in the presence of



Signature of witness



Full name of witness (print)

Human Resources

Full address of witness (print)

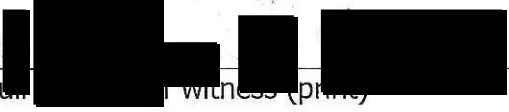
Signed by Cherise Hoefler in the presence of



Signature of witness



Full name of witness (print)



Full name of witness (print)

29 JAN 2010
Dated



Signature of officer



Full name of officer (print)

Director of HR

Office held



Cherise Hoefler



Address (employee)



Phone

BWA Cherise Hoefler

**BOND WORKPLACE AGREEMENT
General Staff - Casual**

This Agreement is a Bond Workplace Agreement (**BWA**)

BETWEEN

BOND UNIVERSITY LIMITED
ACN 010 694 121

RECEIVED
10 MAY 2012
HR (Bond)

AND

Cherise Hoefler

COPY

(the **Employee**)

We are pleased to offer you this Bond Workplace Agreement (**BWA**) on **8 May 2012**. This BWA contains the terms and conditions of your employment at Bond University. It refers to, and may be supplemented by, terms and conditions drawn from the Fair Work Act 2009 (**Act**) including from 1 January 2010, the National Employment Standard (**NES**).

Your employment may also be affected by the Bond University General, Facilities and Food and Beverage Staff Employee Collective Agreement 2009 and any successor Enterprise Agreement (**the Collective Agreement**) and by the Higher Education – General Staff Award 2010 (**Award**) which is a Modern Award made pursuant to the Act and is also applicable from 1 January 2010.

Terms in the NES, the Collective Agreement or the Award which apply to your employment are not separately incorporated as terms of this BWA and may vary over time.

You should carefully read the terms of this BWA and if you agree with the terms, sign it within seven days and return it to [REDACTED], Bond University- Human Resources. If you have any questions, please contact [REDACTED], Bond University – Human Resources.

If you accept this BWA, your appointment is subject to and conditional upon Bond receiving from you this signed BWA, a completed and signed Employment Declaration Form, a completed emergency details form and bank details on or before your commencement date.

You will be, first and foremost, an employee of Bond University and although this BWA offers you a position within a section of Bond University, it is a fundamental requirement of your position that the best interests of Bond University as a whole must be your priority at all times.

This BWA is arranged as follows:

1.	EFFECT OF THIS BWA	2
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3.	ENGAGEMENT AND POSITION	4
4.	HOURS OF WORK.....	4

General Staff - Casual

- 1.3 For the avoidance of doubt, the terms of the Act or any award or industrial instrument that may apply to the Employee's employment are not incorporated into this Agreement and compliance with such terms is not a term of this Agreement.

2. DEFINITIONS

- 2.1 In this BWA:

Act means the *Fair Work Act 2009* (Cth) (as amended or replaced from time to time). **Agreement** means this BWA and any schedules to it.

Award means the Higher Education – General Staff – Award 2010, applicable from 1 January 2010.

Bond or Bond University means the university of that name established by the *Bond University Act 1987* (Qld) (as amended or replaced from time to time).

Carer's Leave has the meaning given to it in the Act.

Commencement Date means **8 May 2012**.

Confidential Information means all information (including but not limited to trade secrets and confidential know how) relating to the Employer or any related or associated entity, including without limitation, Bond, whether or not in material form, of which the Employee becomes aware or generates in the course of or in connection with his or her employment.

Employer Plan is defined in clause 8.1.

Hourly Rate means the hourly salary calculated in accordance with the formula:

hourly rate = employee's Base Salary / 52 weeks / employee's ordinary hours of work, as defined in clause 6.2

Improvements means all inventions, improvements or discoveries conceived by the Employee during the employment and which are related or are in any way connected with the current or future proposed activities of the Employer or any related or associated entity, including without limitation, Bond.

Long Term Casual Employee has the meaning given to it in the Act.

Position is defined in clause 3.1.

Public Holiday has the meaning given to it in the Act.

Unpaid Parental Leave has the meaning given to it in the Act and includes all types of maternity leave, paternity leave and adoption leave.

5. MEAL BREAKS

- 5.1 The Employee will be provided with a meal break of no less than 30 minutes after working five (5) hours per engagement, provided that the meal break may be deferred to meet business needs in which case the Employer will provide the meal break as soon as practicable thereafter.
- 5.2 Meal breaks for the Employee will be determined by the Employee's Manager in accordance with operational requirements and may be varied from time to time to suit the Employer's operational needs.

6. REMUNERATION

- 6.1 The Position is currently classified as Bond Level 2, Pay-point 3.
- 6.2 The hourly rate for the Position is \$ [REDACTED] per hour (**Hourly Rate**), which is the remuneration payable to the Employee for his or her hours of work excluding any entitlement the Employee may have to be paid a loading, penalty or overtime rate or incentive.
- 6.3 The Hourly Rate includes a casual loading of 23% and incorporates and is in satisfaction of all other monetary entitlements (including without limitation minimum wage, loadings, overtime and penalty rates) payable under the Act or an industrial instrument that may otherwise apply to the Employee. The Hourly Rate has been determined to incorporate a loading in lieu of entitlements afforded to full time and part time employees.
- 6.4 The Employee will be paid for each casual engagement fortnightly in arrears by direct credit to the Employee's nominated bank account.
- 6.5 Pay-slips will be provided to the Employee electronically.
- 6.6 The Employer may change the frequency of pay on reasonable notice and may put in place reasonable arrangements to facilitate the transition from one pay frequency to another.
- 6.5 As permitted by law the Employee agrees that the Employer may, at any time, deduct from the Employee's wages any monies owed by the Employee to the Employer which includes but is not limited to:
- (a) overpayments made by the Employer to the Employee;
 - (b) monies paid to the Employee in error for leave entitlements where the Employee does not have an entitlement to leave;
 - (c) wages paid to the Employee in respect of any unauthorised absences; and
 - (d) reimbursements for goods and/or services supplied by Bond to the Employee.
- 6.6 If a further written authority to deduct monies from salary or wages is required by law to make a deduction authorised by clause 6.5, the Employee undertakes to provide this authority.

General Staff - Casual

- 12.2 The Employer will meet all expenses associated with any medical examination and, if the Employee is required to undergo a medical examination:
- (a) the Employer will own any medical report produced as a result of that medical examination but not any pre-existing reports or information considered for the purposes of providing the report;
 - (b) the Employee will be entitled to access to the report; and
 - (c) The employer will maintain the confidentiality of the records.

13. WORK PERFORMANCE

- 13.1 Performance management is the process undertaken by Bond to ensure a positive and productive environment for all staff, students and visitors, including the Employee. This is achieved by ensuring that all staff, including the Employee, have a clear understanding of role expectations and promptly and fairly recognise, address and correct inappropriate behaviour or performance.
- 13.2 To enable Bond to apply equity and fairness to all employees affected by others' performance or behaviour, disciplinary action may be necessary where performance or behaviour of the Employee falls short of expectation, or a breach of Bond University policy is identified.

14. TERMINATION OF EMPLOYMENT

- 14.1 Bond or the Employee may terminate an engagement under this Agreement by giving two (2) hours' notice.
- 14.2 Bond may terminate an engagement under this Agreement without notice if the Employee is guilty of serious misconduct during the course of the Employee's employment.
- 14.3 The Employee has no expectation or guarantee of continuing employment except as specifically advised by Bond.

15. TERMINATION OF EACH ENGAGEMENT

- 15.1 After the completion of each engagement:
- (a) the Employee must upon receipt return any Bond property in the Employee's possession or control, including documents or any other information and ensure that Bond is fully advised of all work in progress under the Employee's control; and
 - (b) the Employee's obligations under clause 17 and 18 continue.

16. OTHER EMPLOYMENT

- 16.1 The Employee may obtain additional income through another employment or business venture provided that:
- (a) In Bond's opinion, the Employee's work performance is not affected;

General Staff - Casual

- 18.3 On termination of employment the Employee must return to the Employer all Confidential Information in material form and those parts of all notes and other records based on or incorporating Confidential Information.
- 18.4 The Employee's obligations of confidentiality owed to Bond continue after termination of employment, except in respect of information that is part of the Employee's stock of general skill and knowledge.

19. IMPROVEMENTS

- 19.1 The Employee acknowledges that all Improvements are and shall be the sole and exclusive property of Bond and the Employee will:
- (a) promptly disclose to Bond any Improvements developed by the Employee or known by the Employee to have been developed by any other employee of Bond in the course of their employment; and
 - (b) immediately take any reasonable action necessary to transfer to Bond the Employee's and any other employees' interests in any Improvements.
- 19.2 The Employee will comply with the Bond University Intellectual Property policy (as amended and replaced from time to time).

20. WORKPLACE HEALTH AND SAFETY

- 20.1 The Employee will:
- (a) comply with obligations under relevant workplace health and safety legislation as applicable from time to time;
 - (b) take all practicable steps to ensure the Employee's own safety at work, and to ensure that no action or inaction by the Employee causes harm to any other person; and
 - (c) report to the Employer as soon as possible any accident, incidents or hazards arising during the course of the Employee's employment.

21. RECORD KEEPING

- 21.1 The Employee will be required to keep records (including starting and finishing times) and provide information reasonably required by Bond to allow it to comply with its record keeping obligations under the Act and Regulations made pursuant to the Act.

22. GENERAL PROVISIONS

- 22.1 This Agreement contains the entire agreement between the Employee and the Employer and supersedes any prior agreements, representations, understandings or arrangements concerning the Employee's employment.
- 22.2 Each provision of this Agreement is severable from the others, and severance of a provision will not affect the remaining provisions of this Agreement.


EXECUTED as an Agreement.

The parties acknowledge that they have read and understood the conditions and responsibilities of this Agreement and accept those conditions and responsibilities.

Signed for Bond University Limited
of University Drive, Gold Coast,
Queensland, Australia, 4229 by an
authorised officer in the presence of



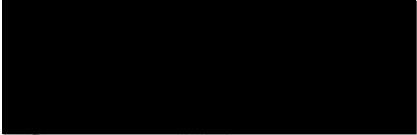
Signature of witness



Name of witness (print)

Bond University

Address of witness (print)



Signature of officer



Name of officer (print)
Director of Human Resources

Office held


Signed by Cherise Hoefler in the
presence of



Signature of witness




Name of witness (print)



Address of witness (print)



Cherise Hoefler

Address

8/5/2012
Dated



PRIVATE AND CONFIDENTIAL

12 June 2015

Cherise Hoefler
Faculty of Society & Design

Dear Cherise,

Semester Tutor – Variation of Engagement

This is to confirm the following variations to your contract in the role of Semester Tutor located in the Faculty of Society & Design:

Revised Subject Details: ADVT11-100 Advertising Principles and Practice (1 x two hour lecture x 12 weeks, 2 x one hour tutorials x 12 weeks)

New Position Title: Semester Teaching Fellow

New Amount for the Period: \$ [REDACTED]

This variation to your employment will take effect from 11 May 2015.

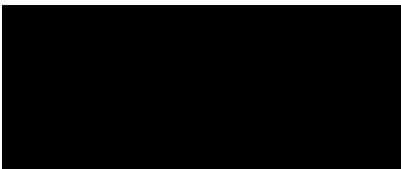
This appointment is subject to there being sufficient student enrolments in the course, as determined by Bond University.

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,



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

CH2

PRIVATE AND CONFIDENTIAL



12 August 2015

Cherise Hoefler
[REDACTED]
[REDACTED]

Dear Cherise,

Semester Teaching Fellow

Bond University is pleased to offer you the role of Semester Teaching Fellow located in the Faculty of Society & Design.

Your appointment is a casual position that will commence on 7 September 2015 and cease on 19 December 2015.

Your total remuneration for the period will be \$ [REDACTED] gross plus 9.5% Superannuation. This remuneration includes a loading in lieu of entitlements to benefits such as sick leave and annual leave.

Other terms and conditions of your BEC remain unchanged.

This appointment is subject to there being sufficient student enrolments in the course, as determined by Bond University. Bond University reserves the right to reduce the number of teaching hours allocated to you (which will reduce the total amount payable to you), or to cancel the subject offering entirely.

You will be required to conduct lectures and/or tutorials for allocated subjects as per the attached position description. Your remuneration for this period also includes provision for:

- All preparation and delivery of subject material
- If you are coordinating the subject: completing the subject outline, setting up the subject iLearn site, preparing all learning materials, developing all assessment items & weekly meetings with tutors (as required)
- If you are not coordinating the subject: weekly meetings with the subject coordinator to discuss tutorial and administrative matters (as required)
- At least 1 hour per week of out-of-class student consultation for every two hours of classroom teaching (including Weeks 13 and 14)
- Marking of assessment items (including assignments, class presentations, examinations and any deferred or supplementary assessment)
- Invigilation of exams (as required)
- Other duties and attendances as reasonably requested.

*It is important to note, all marking of exams and other end of semester pieces of assessment **MUST** be submitted within 5 days of the final exam. You may be required to attend pre-semester departmental meetings. If this is applicable, you will be paid the non-teaching rate for attendance. This payment is additional and will be processed on a separate timesheet.*

Once this offer of engagement is accepted and all required information is received please allow up to three weeks for the benefits to be processed by the pay office through to your account.

Unless you advise otherwise, Bond University will assume your previous details (name, address, banking, emergency contacts, superannuation arrangements, visa etc.) are the same as those provided for your last appointment with the University. Should you wish to change your personal details, you can use the Web Self Service (WSS) portal or contact Human Resources. It is the responsibility of the staff member to keep these details updated. 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 offer.

Yours faithfully,



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



Semester 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 Semester Teaching Fellow is expected to make a contribution to the teaching effort of the Faculty and University, particularly at undergraduate and graduate diploma levels, and to carry out activities to develop their scholarly and professional expertise relevant to their discipline or profession, under the guidance and support of more senior academic staff.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities of a Semester 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
- Teaching 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 deferred and supplementary exams
- Preparing and submitting final grades within the relevant deadlines
- Contributing to subject coordination, 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 regarding the requirements and conduct of learning activities for which they are responsible
- Participating in professional and community service including contributions to relevant professional societies and to the community
- Participating in promotion, marketing and recruitment activities as required
- Assisting in the development of and participating in short courses, seminars and conference programs
- Contributing to Department and/or Faculty meetings, and serving on committees as required
- Working within Faculty and University policies 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 work load for a Semester Teaching Fellow is determined by the Dean within Faculty policy. With the approval of the Dean the teaching work load may be decreased to take account of research and professional activity and achievements, and to recognise increased levels of responsibility.

RELEVANT EDUCATIONAL QUALIFICATIONS

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

ADDITIONAL INFORMATION

You will be expected to contribute to the following subjects as per agreement with the Faculty:

ADVT11-100 Advertising Principles and Practice (1 x two hour lecture x 12 weeks, 4 x one hour tutorials x 12 weeks)

ADVT13-101 Advertising, Brand Image and Cultural Space (1 x two hour lecture x 12 weeks, 4 x one hour tutorials x 12 weeks)

COMN12-302 Digital Media and Society (1 x two hour lecture x 12 weeks, 2 x one hour tutorials x 12 weeks)

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 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: Cherise Hoefler

PRIVATE AND CONFIDENTIAL



13 October 2015

Cherise Hoefler
Faculty of Society & Design

Dear Cherise,

Semester Teaching Fellow – Variation of Engagement

This is to confirm the following variation to your contract in the role of Semester Teaching Fellow located in the Faculty of Society & Design:

Subject Addition: ADVT13-350 Advertising Internship (Student supervision, one hour per student per week for 2 students x 12 weeks)

Revised Subject Details: ADVT13-350 Advertising Internship (Student supervision, one hour per student per week for 2 students x 12 weeks), COMN12-302 Digital Media and Society (1 x two hour lecture x 12 weeks, 1 x one hour tutorial x 12 weeks), ADVT11-100 Advertising Principles and Practice (1 x two hour lecture x 12 weeks, 4 x one hour tutorials x 12 weeks), ADVT13-101 Advertising, Brand Image and Cultural Space (1 x two hour lecture x 12 weeks, 4 x one hour tutorials x 12 weeks)

New Amount for the Period: \$ [REDACTED]

This variation to your employment will take effect from 7 September 2015.

This appointment is subject to there being sufficient student enrolments in the course, as determined by Bond University.

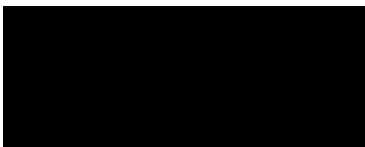
Other terms and conditions of your employment agreement remain unchanged.

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, we look forward to your acceptance of this variation.

Regards,



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

PRIVATE AND CONFIDENTIAL

18 December 2015

Cherise Hoefler
[REDACTED]
[REDACTED]

HUMAN RESOURCES

Bond University
Gold Coast, Queensland 4229
Australia

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

CRICOS Provider Code 00017B

Dear Cherise,

Semester Teaching Fellow

Bond University is pleased to offer you the role of Semester Teaching Fellow located in the Faculty of Society & Design.

Your appointment is a casual position that will commence on 11 January 2016 and cease on 23 April 2016.

Your total remuneration for the period will be \$ [REDACTED] gross plus 9.5% Superannuation. This remuneration includes a loading in lieu of entitlements to benefits such as sick leave and annual leave.

Other terms and conditions of your BEC remain unchanged.

This appointment is subject to there being sufficient student enrolments in the course, as determined by Bond University. Bond University reserves the right to reduce the number of teaching hours allocated to you (which will reduce the total amount payable to you), or to cancel the subject offering entirely.

You will be required to conduct lectures and/or tutorials for allocated subjects as per the attached position description. Your remuneration for this period also includes provision for:

- All preparation and delivery of subject material
- If you are coordinating the subject: completing the subject outline, setting up the subject iLearn site, preparing all learning materials, developing all assessment items & weekly meetings with tutors (as required)
- If you are not coordinating the subject: weekly meetings with the subject coordinator to discuss tutorial and administrative matters (as required)
- At least 1 hour per week of out-of-class student consultation for every two hours of classroom teaching (including Weeks 13 and 14)
- Marking of assessment items (including assignments, class presentations, examinations and any deferred or supplementary assessment)
- Invigilation of exams (as required)
- Other duties and attendances as reasonably requested.

It is important to note, all marking of exams and other end of semester pieces of assessment **MUST** be submitted within 5 days of the final exam. You may be required to attend pre-semester departmental meetings. If this is applicable, you will be paid the non-teaching rate for attendance. This payment is additional and will be processed on a separate timesheet.

Once this offer of engagement is accepted and all required information is received please allow up to three weeks for the benefits to be processed by the pay office through to your account.

Unless you advise otherwise, Bond University will assume your previous details (name, address, banking, emergency contacts, superannuation arrangements, visa etc.) are the same as those provided for your last appointment with the University. Should you wish to change your personal details, you can use the Web Self Service (WSS) portal or contact Human Resources. It is the responsibility of the staff member to keep these details updated. 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 offer.

Yours faithfully,



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



Semester 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 Semester Teaching Fellow is expected to make a contribution to the teaching effort of the Faculty and University, particularly at undergraduate and graduate diploma levels, and to carry out activities to develop their scholarly and professional expertise relevant to their discipline or profession, under the guidance and support of more senior academic staff.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities of a Semester 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
- Teaching 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 deferred and supplementary exams
- Preparing and submitting final grades within the relevant deadlines
- Contributing to subject coordination, 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 regarding the requirements and conduct of learning activities for which they are responsible
- Participating in professional and community service including contributions to relevant professional societies and to the community
- Participating in promotion, marketing and recruitment activities as required
- Assisting in the development of and participating in short courses, seminars and conference programs
- Contributing to Department and/or Faculty meetings, and serving on committees as required
- Working within Faculty and University policies 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 work load for a Semester Teaching Fellow is determined by the Dean within Faculty policy. With the approval of the Dean the teaching work load may be decreased to take account of research and professional activity and achievements, and to recognise increased levels of responsibility.

RELEVANT EDUCATIONAL QUALIFICATIONS

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

ADDITIONAL INFORMATION

You will be expected to contribute to the following subjects as per agreement with the Faculty:

COMN12-273 Workplace Relations, Career Planning and Portfolio Development (1 x two hour lecture x 12 weeks, 3 x one hour tutorials x 12 weeks)

ADVT12-241 Advertising Communications and Channel Planning (1 x two hour lecture x 12 weeks, 3 x one hour tutorials x 12 weeks)

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 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: Cherise Hoefler

Employee Number: 006035

PRIVATE AND CONFIDENTIAL

25 February 2016

Cherise Hoefler
Faculty of Society and Design

HUMAN RESOURCES

Bond University
Gold Coast, Queensland 4229
Australia

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

CRICOS Provider Code 00017B

Dear Cherise,

Semester Teaching Fellow – Variation of Engagement

This is to confirm the following variation to your contract in the role of Semester Teaching Fellow located in the Faculty of Society and Design:

Revised Subject Details:

COMN12-273 Workplace Relations, Career Planning and Portfolio Development (1 x two hour lecture x 12 weeks, 2 x one hour tutorials x 12 weeks)

ADVT12-241 Advertising Communications and Channel Planning (1 x two hour lecture x 12 weeks, 2 x one hour labs x 12 weeks, plus 1 x one hour additional lab for week one)

SDCM71-100 Professional Portfolio (1 x one hour student supervision per student, per week [for 8 students] x 12 weeks)

New Amount for the Period: \$ [REDACTED] gross plus 9.5% superannuation.

This variation to your employment will take effect from 11 January 2016.

This appointment is subject to there being sufficient student enrolments in the course, as determined by Bond University.

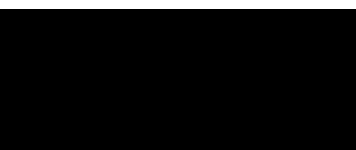
Other terms and conditions of your employment agreement remain unchanged.

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,



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

Employee Number: 006035

PRIVATE AND CONFIDENTIAL

15 April 2016

Cherise Hoefler
[REDACTED]
[REDACTED]

HUMAN RESOURCES

Bond University
Gold Coast, Queensland 4229
Australia

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

CRICOS Provider Code 00017B

Dear Cherise,

Semester Teaching Fellow

Bond University is pleased to offer you the role of Semester Teaching Fellow located in the Faculty of Society and Design.

This letter amends your current appointment as Senior Teaching Fellow. In addition to that role, you are appointed into a casual position that will commence on 9 May 2016 and cease on 20 August 2016 and is subject to the standard casual academic terms and conditions. This casual appointment can be terminated with one weeks' notice.

Your total remuneration for the period will be \$ [REDACTED] gross plus 9.5% Superannuation. This remuneration includes a loading in lieu of entitlements to benefits such as sick leave and annual leave.

Other terms and conditions of your employment agreement remain unchanged.

This appointment is subject to there being sufficient student enrolments in the course, as determined by Bond University. Bond University reserves the right to reduce the number of teaching hours allocated to you (which will reduce the total amount payable to you), or to cancel the subject offering entirely.

You will be required to conduct lectures and/or tutorials for allocated subjects as per the attached position description. Your remuneration for this period also includes provision for:

- All preparation and delivery of subject material
- If you are coordinating the subject: completing the subject outline, setting up the subject iLearn site, preparing all learning materials, developing all assessment items & weekly meetings with tutors (as required)
- If you are not coordinating the subject: weekly meetings with the subject coordinator to discuss tutorial and administrative matters (as required)
- At least 1 hour per week of out-of-class student consultation for every two hours of classroom teaching (including Weeks 13 and 14)
- Marking of assessment items (including assignments, class presentations, examinations and any deferred or supplementary assessment)
- Invigilation of exams (as required)
- Other duties and attendances as reasonably requested.

It is important to note, all marking of exams and other end of semester pieces of assessment **MUST** be submitted within 5 days of the final exam. You may be required to attend pre-semester departmental meetings. If this is applicable, you will be paid the non-teaching rate for attendance. This payment is additional and will be processed on a separate timesheet.

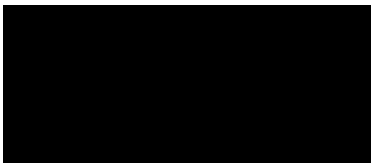
Once this offer of engagement is accepted and all required information is received please allow up to three weeks for the benefits to be processed by the pay office through to your account.

Unless you advise otherwise, Bond University will assume your previous details (name, address, banking, emergency contacts, superannuation arrangements, visa etc.) are the same as those provided for your last appointment with the University. Should you wish to change your personal details, you can use the Web Self Service (WSS) portal or contact Human Resources. It is the responsibility of the staff member to keep these details updated. 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 offer.

Yours faithfully,



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



Semester 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 Semester Teaching Fellow is expected to make a contribution to the teaching effort of the Faculty and University, particularly at undergraduate and graduate diploma levels, and to carry out activities to develop their scholarly and professional expertise relevant to their discipline or profession, under the guidance and support of more senior academic staff.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities of a Semester 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
- Teaching 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 deferred and supplementary exams
- Preparing and submitting final grades within the relevant deadlines
- Contributing to subject coordination, 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 regarding the requirements and conduct of learning activities for which they are responsible
- Participating in professional and community service including contributions to relevant professional societies and to the community
- Participating in promotion, marketing and recruitment activities as required
- Assisting in the development of and participating in short courses, seminars and conference programs
- Contributing to Department and/or Faculty meetings, and serving on committees as required
- Working within Faculty and University policies 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 work load for a Semester Teaching Fellow is determined by the Dean within Faculty policy. With the approval of the Dean the teaching work load may be decreased to take account of research and professional activity and achievements, and to recognise increased levels of responsibility.

RELEVANT EDUCATIONAL QUALIFICATIONS

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

ADDITIONAL INFORMATION

You will be expected to contribute to the following subjects as per agreement with the Faculty:

ADVT11-100 Advertising Principles and Practice (1 x two hour lecture x 12 weeks, 2 x one hour tutorials x 12 weeks)

ADVT12-200 Direct Response and Writing for Advertising (1 x two hour lecture x 12 weeks, 2 x one hour tutorials x 12 weeks)

COMN12-273 Workplace Relations, Career Planning and Portfolio Development (1 x two hour lecture x 12 weeks, 3 x one hour tutorials x 12 weeks)

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 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: Cherise Hoefler

Employee Number: 006035

PRIVATE AND CONFIDENTIAL

9 June 2016

Cherise Hoefler
Faculty of Society and Design

HUMAN RESOURCES

Bond University
Gold Coast, Queensland 4229
Australia

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

CRICOS Provider Code 00017B

Dear Cherise,

Semester Teaching Fellow – Variation of Engagement

This is to confirm the following variation to your contract in the role of Semester Teaching Fellow located in the Faculty of Society and Design:

Subject Addition: HUMR71-705 Minor Dissertation / Portfolio A (1 x one hour supervision per student per week x 10 students x 12 weeks)

Revised Subject Details:

ADVT11-100 Advertising Principles and Practice (1 x two hour lecture x 12 weeks)

ADVT12-200 Direct Response and Writing for Advertising (1 x two hour lecture x 12 weeks, 2 x one hour tutorials x 12 weeks)

COMN12-273 Workplace Relations, Career Planning and Portfolio Development (1 x two hour lecture x 12 weeks, 3 x one hour tutorials x 12 weeks)

HUMR71-705 Minor Dissertation / Portfolio A (1 x one hour supervision per student per week x 10 students x 12 weeks)

New Amount for the Period: \$ [REDACTED] gross plus 9.5% superannuation.

This variation to your employment will take effect from 9 May 2016.

This appointment is subject to there being sufficient student enrolments in the course, as determined by Bond University.

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,



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