Australian National University Student Association Policy Register



*Compiled by Lachlan Day (2019 ANUSA General Secretary)*

This document is a list of policies passed by ANUSA. For the original motions please see the minutes from the relevant meeting of the Association.

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## Approved Enterprise Agreement and Fair Work Commission Decision

##### [2016] FWCA 6457

**DECISION**

*Fair Work Act 2009*

s.185- Enterprise agreement

**Australian National University Students Association Inc**

##### (AG2016/5412)

**STUDENT ASSOCIATIONS OF THE AUSTRALIAN NATIONAL UNIVERSITY ENTERPRISE AGREEMENT 2016-2019**

##### Australian Capital Territory

COMMISSIONER MCKENNA SYDNEY, 8 SEPTEMBER 2016

*Application for approval of the Student Associations of the Australian National University Enterprise Agreement 2016-2019.*

**[1]** An application has been made for approval of an enterprise agreement known as the *Student Associations of the Australian National University Enterprise Agreement 2016-2019* ("the Agreement"). The application has been made by the Australian National University Students Association Inc (" the applicant") pursuant to s.185 of the *Fair Work Act 2009* ("the Act"). The Agreement is a multi-enterprise agreement covering the applicant, as well as the Australian National University Postgraduate and Research Students Association Inc and the Australian National University Student Media Inc.

**[2]** I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met. As the Agreement does not contain a complying consultation term, the model consu ltation term is taken to be a term of the Agreement.

**[3]** Moreover, I note that the long service leave clause purports to provide leave entitlements different from those in the *Long Service Leave Act 1976* (ACT) in a way that is

detrimental for employees. As such, and as discussed in proceedings with the parties, the considerations discussed in *Re Armacell Pty Ltd* [20lOJ FWAFB 9985 at [29]-[30]; (2010) 202 IR 38 arise.

**[4]** The National Tertiary Education Industry Union has given notice under s.183 of the Act that it wishes to be covered by the Agreement. In accordance with s.20l (2) of the Act, I note that the Agreement covers the organisation.

**[5]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date is 30 September 2019.

[2016] FWCA 6457



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**STUDENT ASSOCIATIONS OF THE AUSTRALIAN NATIONAL UNIVERSITY**

Enterprise Agreement 2016 - 2019

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# 2 TITLE

2.1.1 This Agreement shall be referred to as the Student Associations of the Australian National University Enterprise Agreement 2016 – 2019.

# 3. OPERATION OF THE AGREEMENT

3.1.1 This Agreement was negotiated between the Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc., the Australian National University Student Media Inc. and the National Tertiary Education Industry Union. This Agreement shall be effective from the date it is approved by The Fair Work Commission and shall have a nominal expiry date of 30 September 2019.

# 4 DEFINITIONS

* Act means the Fair Work Act 2009
* Agreement means the Australian National University Student Associations’ Enterprise Agreement 2016 – 2019.
* Association means the Australian National University Student Association Inc. (ANUSA), the Australian National University Postgraduate and Research Students Association Inc. (PARSA) or the Australian National University Student Media Inc. (ANUSM).
* Employee means a person employed by an Association.
* Employer means the Australian National University Student Association Inc. (ANUSA) the Australian National University Postgraduate and Research Students Association Inc. (PARSA) or the Australian National University Student Media Inc. (ANUSM).
* FWC means the Fair Work Commission.
* Immediate family means spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner.
* Union means the National Tertiary Education Industry Union.
* Representative means a friend, colleague (but this person shall not be a practising barrister or solicitor).
* Supervisor means the person who is responsible for the day-to-day supervision of the employee.
* University means the Australian National University.

NB: Reference to the singular shall mean and refer to, and include, reference to the plural.

# 5 RELATIONSHIP TO AWARDS, AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

5.1.1 This Agreement supersedes and replaces in entirety any previous Awards and Enterprise Agreements covering employment with the Australian National University Students Association Inc., or the Australian National University Postgraduate and Research Students Association Inc. or the Australian National University Student Media Inc.

5.1.2 To the extent that a term of this Agreement contravenes section 55 of the Act (which deals with the interaction between an enterprise agreement and the National Employment Standards), the term will be read and interpreted so that it does not contravene section 55 of the Act.

5.1.3 No employee shall as a result of this Agreement suffer any loss of personal leave, annual leave or long service leave credits accrued or recognised at the date of making this Agreement.

5.1.4 An employee who at the date of the making of this Agreement is in receipt of a superior condition of employment shall not, as a result of this Agreement, suffer any detriment to that condition.

# 6 RE‐OPENING NEGOTIATIONS

6.1.1 The parties agree that at least six months prior to the nominal expiration of this Agreement, they will re‐open negotiations with a view to negotiating a new agreement.

# 7 APPLICATION, COVERAGE AND PARTIES

##  Parties

* + 1. The parties to this Agreement are:
* The National Tertiary Education Industry Union (NTEU)
* The Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc. and the Australian National University Student Media Inc.
* All professional and administrative employees of the Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc. and the Australian National University Student Media Inc.

##  Provisions of this agreement not applying to casual employees

7.2.1The following provisions will not apply to casual employees

* Sub-clause 14.2 Part-Time Employment
* Sub-clause 13.3 Fixed-Term Employment
* Clause 15 Probationary Procedures
* Clause 15.3 Performance Appraisal
* Clause 19.5 Public Holidays
* All paid Leave provisions except Clause 38 Long Service Leave and Clause 27 Workers’ Compensation Leave and Make-up Pay. Casual employees shall be entitled to unpaid leave in relation to all Leave provisions, subject to the same evidentiary requirements as apply to paid leave entitlements for other employees.
* Clause 21 Overtime (except as specified for casual employees)
* Clause 22.3 Ill Health Retirement
* Clause 23.4 Redundancy Procedures

# 8 ANTI DISCRIMINATION

8.1 .1 The Associations take a no tolerance stance in relation to discrimination in our workplace. Discrimination is an unacceptable form of behaviour which will not be tolerated under any circumstances.

8.1.2 It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, nationality, immigration, social origin, sexual orientation or gender identity, age, disability, medical record, marital status, carer or family responsibilities, pregnancy, breastfeeding, ethnic or ethno- religious background, trade union membership or activity, political opinion or religious belief or national identity.

# 9 DISPUTE RESOLUTION PROCEDURES

9.1 .1 It is agreed that Association(s), the Union and all Employees have an interest in the proper application of this Agreement and in minimizing disputes about the proper application of the Agreement. These procedures shall apply to any dispute regarding any matter arising within or outside of this Agreement or in relation to the National Employment Standards.

9.1.2 A dispute arising between an Employee or group of Employees and a supervisor will, in the first instance, be discussed by them without delay in an effort to resolve the dispute. The Employee(s) may seek the assistance of the Union or another nominated employee representative.

9.1.3 Where the steps in clause 9.1.2 are unsuccessful or the Union or the Association(s) wishes to raise a dispute, the employee, a representative of the Union or other nominated employee representative and the appropriate representative of management shall discuss the dispute and attempt to reach agreement.

9.1.4 Where a dispute is not resolved under clause 9.1.3, including where there is disagreement as to whether the dispute is capable of being dealt with under this procedure, the employee or a representative of the employee with the authority to resolve the dispute and a manager of the Association(s) with authority to resolve the dispute shall meet within 5 working days, unless agreed otherwise, and shall attempt to resolve the matter within 5 working days of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.

9.1.5 Until the procedures described in this clause have been exhausted, including those procedures below involving the FWC, the status quo that existed prior to the actions which gave rise to the dispute shall be maintained and the parties shall not change work, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. Further, the Association(s) shall not terminate an Employee, or allow the termination of an Employee such as through the effluxion of time, where one of the issues in dispute relates to that termination.

9.1.6 Should the dispute not be resolved by the processes referred to in clause 9.1.4 or if either party fails to engage in the processes referred to in clause 9.1.4, the matter may, at the election of the referring party, being the employee or a representative of the employee or the Union or Association(s), be referred to the FWC for resolution.

9.1.7 The FWC may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by and implement any order, decision or recommendation of the FWC. Where the FWC forms the view that the matter in dispute requires a mediator, conciliator or arbitrator with special expertise (e.g. intellectual property dispute), it may appoint such a person with such specialist expertise to prepare a report and recommendation to the FWC, or to determine the dispute.

9.1.8 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute made by the agreed person or body.

9.1.9 Where, as part of settling a dispute, the FWC [or other agreed arbitrator] forms the view that the Agreement has not properly been applied, and that a person bound by this Agreement has been consequently disadvantaged, it shall advise the parties what actions it believes are necessary to ensure the disadvantage is remedied. The parties shall implement those actions, or other actions agreed in writing in substitution for them. Similarly, the parties shall implement any actions required as part of the resolution of a dispute achieved under this clause.

# 10 NO EXTRA CLAIMS

10.1.1 The parties agree not to pursue any extra claims relating to any matters covered by this Agreement during the period of operation of this Agreement, unless the Agreement specifically contemplates such extra claim or under provision of clause 13.

# 11 FREEDOM OF ASSOCIATION

11.1.1 The Parties covered by the Agreement recognise that employees are free to choose to join or not join a union. Irrespective of that choice employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.

11.1.2 Where reference is made to the right of any employee to choose to be represented or accompanied in any discussion or other matter under this Agreement, this will not include an engaged practicing barrister or solicitor (i.e. employed in a legal practice or service unrelated to the parties to this Agreement) except in relation to actual proceedings initiated in a Court.

11.1 3 The Associations recognise the important contribution that union and employee representatives make to employment relations. Training and support will be provided to those employees who fulfil this role, and they will be given adequate paid time away from their normal role/s to act as a union or employee representative

# 12 SALARIES AND CLASSIFICATIONS

## 12.1 Professional employees

12.1.1 The ANU Students Association Certified Agreement 1998 – 2000 linked salaries, pay rises and conditions of the ANU Students Association to those of the Australian National University General Staff. In addition, it was the intention to automatically to flow on changes in salaries in the Australian National University to the ANU Students Association employees. This agreement continues that intent.

12.1.2 Professional employees shall have their position classified in accordance with Classification Descriptors set out in Schedule B and shall be entitled to receive the rate of pay associated with the relevant level set out in Schedule A of this Agreement.

12.1.3 Positions in the Associations shall be classified according to the "work value" principle with reference to positions at the University as direct comparators and the DWM primary descriptors (adopted at the University) as a classification framework.

12.1.4 An employee may request a review of their classification. All reviews will be against the position descriptors in Schedule B. Where an employee disagrees with the outcome of a classification review they may apply for a review of the decision in accordance with the Associations grievance procedures.

12.1.5 Employees shall at the end of each 12 month period of service be entitled to progress to the next pay point within the ANU Level in which the employee is classified subject to satisfactory performance in that 12 month period.

12.1.6 Where it is likely that an increment may be withheld the employee shall be advised in writing three months prior to the increment date. Such advice shall include the action required by the employee if they are to be eligible for incremental advancement

12.1.7 There is no automatic entitlement to incremental progression from one ANU Level to another.

## 12.2 Payment of Wages

12.2.1 An employee’s salary, including allowances and overtime, will be paid fortnightly on the Thursday immediately following the pay period by electronic funds transfer.

12.2.2 An underpayment to an employee shall be corrected and full payment made to the employee within five working days.

# 13 SALARY INCREASES

13.1.1 The parties agree that all employees will receive salary increases at the same percentage rate and at the same time as may be granted by the University from time to time to employees holding the equivalent or corresponding classification under the Australian National University Enterprise Agreement.

13.1.2 Student Association Salaries at 14 July 2016 differ from the salaries for identical classifications at the University as they incorporate the annual leave loading previously paid to employees proceeding on annual leave. Any increases to Association salaries are to be applied to the Association salary as at 14 July 2016.

# 14 TYPES OF EMPLOYMENT

## 14.1 Continuing employment

14.1.1 Continuing employment means all employment other than fixed term or casual employment. A continuing appointment is made for an indefinite period and may be full time or part time.

## 14.2 Part time employment

14.2.1 Part time employment may be continuing, or fixed term. A part time employee is entitled to the same employment conditions, calculated on a pro rata basis, as an equivalent full time employee.

## 14.3 Fixed term employment

14.3.1 Fixed term employment means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Fixed term appointments may only be used where an employee is carrying out a limited time defined project, task or role, implementing a research project, temporarily replacing an employee on leave, as a pre-retirement contract, to fill a position funded by external funding (not being a position funded by an operating grant from government or student fees) or for the purposes of undertaking a studentship.

14.3.2 During the term of the contract, employment is not terminable by the Association except during or at the end of a probationary period or for cause based on or upon serious misconduct or underperformance.

## 14.4 Fixed Term Contract Non-Renewal separation payment

14.4.1 Where a fixed-term employee who has held more than one contract is neither renewed nor appointed to a continuing post, the employee shall be paid a retrospective separation payment based on 5% of their gross wages received over the period of the contract and any contracts with the same Association. The loading is cumulative where a contract is renewed. It is expiated only through a separation payment at the termination of the employment relationship or conversion to a continuing post.

14.4.2 The fixed term non-renewal loading does not apply for:

* once-only fixed-term contracts with the Association which expire and are not renewed, and where no other person is appointed to the same or a similar post and where no other person is appointed to the same or similar post and where the incumbent would have been available for further employment; or
* where all the employee's fixed-term appointments were as a "replacement" employee: or
* a "pre-retirement contract"; or
* where there have been breaks in service between contracts of more than sixteen weeks (excluding periods of approved unpaid leave).

## 14.5 Casual employment

14.5.1 Casual employment means a person engaged by the hour and working an irregular pattern of hours on an intermittent or irregular basis and paid on an hourly basis that includes a loading related to benefits for which a casual employee is not eligible.

## 14.6 New or Vacant Positions

14.6.1 Before a new or vacant position is advertised, existing employees will be invited to express interest in the position.

14.6.2 Where the position attracts an expression of interest from one person only, the Association may exercise its discretion to appoint that person to the position without proceeding to advertisement.

14.6.3 Where two or more current employees express interest in the position, the Association will establish an Appointments Committee to interview the applicants.

14.6.4 Where no expressions of interest are received, or none of the employees expressing interest meets the selection criteria to a degree where they could effectively carry out the duties with minimal training, the Association may choose to advertise the position externally.

14.6.5 The Associations retains the right to advertise any new or vacant position after expressions of interest by existing staff have been called for. Where a position is to be advertised, the Association must establish an Appointments Committee as set out in the Associations Employment and Selection policy to interview the applicants.

14.6.6 This clause shall not apply to casual staff appointments.

# 15 ASSOCIATION POLICIES AND PROCEDURES

15.1.1 This agreement is supported by Association policies and procedures to provide more detailed guidance to employees on the application of the provisions of this agreement. Particular policies are identified in the relevant clause, however they are not incorporated into and do not form part of this agreement. If there is any inconsistency between this agreement and a policy, the express terms of the agreement will prevail.

15.1.2 The Associations and their employees agree that such policies and procedures will be available to all employees and will be updated as necessary following reasonable consultation.

# 16 DUTIES AND PERFORMANCE

## 16.1 Appointment

16.1.1 On engagement an Association must provide the employee with a letter of appointment which sets out the type of employment and the terms of engagement including:

* Employee name
* Position title
* The classification level
* Salary on commencement
* Hours or fraction of full-time hours worked
* Any period of probation including the set and the maximum probation period
* Duties of the position
* For fixed term employees, the length of service
* For part-time employees the agreed regular pattern of work, including hours and days worked
* For casual employees, the number of hours required and applicable rates of pay
* Identity of the employer
* Reference to documentary sources from which employment conditions derive
* Supervisory and reporting relationships applying to the employee.

## 16.2 Probation

16.2.1 All ongoing and short term appointments are subject to a probationary period of a minimum of 3 months which can be extended to a maximum of 9 months. Probation will be managed in accordance with the procedures contained in Schedule C to this Agreement.

16.2.2 Casual employees are not subject to probation.

## 16.3 Work Arrangements

16.3.1 Working arrangements, including attendance for duty, will be subject to mutual agreement between the employee and their Supervisor, and should be sufficiently flexible to allow for an appropriate balance between the demands of the employee’s duties and private life.

16.3.2 For the purposes of leave accrual and deductions, deductions for unauthorised absences and calculating part-time hours, the standard full-time hours will be 35 hours per week.

16.3.3 The minimum attendance for a casual employee will be three hours.

##  16.4 Performance Review and Personal Development

16.4.1 Employees are expected to participate fully in the respective Association Career and Performance Development ("CPD") Framework process and prepare detailed performance plans, as required.

16.4.2 An employee’s performance plan will identify their developmental needs as agreed with their Supervisor. The Association aims to provide access to development opportunities consistent with these needs and where agreed formal studies assistance will be provided.

## 16.5 Underperformance

16.5.1 If an under-performance issue arises, the employee and their immediate manager will promptly and jointly develop and implement strategies to address the under-performance. Where an employee is not able to demonstrate performance or conduct to a satisfactory standard, action will be taken to address the underperformance or misconduct. Such action will occur in a timely manner in accordance with the procedures contained in Schedule C to this Agreement.

## 16.6 Misconduct

6.6.1 Breaches of the Association’s Code of Conduct will be handled in accordance in accordance with procedures contained in Schedule C to this Agreement.

16.6.2 Employees may seek advice and representation at any stage of the procedures contained in Schedule C to this Agreement.

# 17 REMUNERATION

## 17.1 Base Salary

17.1.1 Annual base salary will be within the salary range applying to an employee’s classification. Association Classifications are set out in Schedule A.

## 17.2 Salary Packaging

17.2.1 Employees will be able to participate in the Association’s salary packaging arrangements.

## 17.3 Higher Duties

17.3.1 If an employee is required to work temporarily in a position of a higher classification for a continuous period in excess of five working days (including leave), they will be paid a higher duties allowance.

17.3.2 The allowance will be:

* the difference between the salary rate for their current level and incremental step and the base salary rate of the higher level at which the higher duties are being undertaken; or
* a percentage of the difference between the salary rate for their current level and incremental step and the base salary rate of the higher level at which the higher duties are being undertaken as approved by the President for the period of higher duties.

## 17.4 Casual employees

17.4.1 Casual employees will receive a salary loading of 25% in lieu of public holidays, and all paid leave entitlements, other than long service leave.

17.4.2 The loading is calculated in accordance with base annual salary rate (i.e. Ordinary Time Rate).

# 18 Superannuation

18.1.1 The Association will pay employer contributions of 17% of salary to UniSuper for all non-casual employees. Employer superannuation contributions for casual employees shall be a minimum of 9.5% and no less than that prescribed in the *Superannuation Guarantee (Administration) Act 1992*

18.1.2 If an employee is eligible to join UniSuper and have chosen not to become a member of that fund in relation to their employment with the Association, the Association will make contributions to the complying fund of their choice at the same rate as would be made to UniSuper. Contributions must be able to be made by electronic funds transfer.

18.1.3 Superannuation salary for the purposes of UniSuper will be ordinary times earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992.*

# 19 TRAVEL AND OTHER EXPENSES

## 19.1 Travel Assistance

19.1.1 The Association will meet reasonable travelling or other expenses incurred by employees when travelling on Association business, or purchasing material for the Association, subject to production of receipts for any expenditure incurred. Travel will be administered in accordance with the Associations’ Travel Policy.

## 19.2 Motor Vehicle Allowance

19.2.1 An employee may be authorised to use a private vehicle for business, where it is considered that it will result in greater efficiency or involve less expense for the Association. Employees will receive a per kilometre Motor Vehicle Allowance at the rate set by the Australian Taxation Office.

## 19.3 Loss or Damage to Clothing or Personal Effects

19.3.1 An employee may be reimbursed an amount considered reasonable to cover the loss or damage to their clothing or personal effects which resulted from the performance of their duties subject to a minimum value of $20.

## 19.4 Responsibility Allowance

19.4.1 If an employee is appointed as a First Aid Officer or a Health and Safety Representative and continues to demonstrate skills, knowledge and commitment to that role, they will be paid a fortnightly allowance of $22.50.

# 20 LEAVE

## 20.1 General

20.1.1 All leave will be accrued, granted and processed in accordance with this Agreement and the Associations’ Leave policy.

## 20.2 Annual Leave

20.2.1 Employees are entitled to 22 days paid Annual Leave per annum which is cumulative and accrues on a daily basis. Employees may access their Annual Leave at half pay.

20.2.2 If an employee has in excess of two (2) years’ annual leave entitlement, and they have not applied for leave which will eliminate the excess, the employee’s supervisor will inform them that leave must be taken at a mutually agreed time within the next four (4) months. The amount of leave to be taken must be sufficient to reduce the excess leave, to below the one (1) years’ annual leave entitlement.

20.2.3 Employees have the option of cashing out any accrued Recreation Leave in excess of 22 days.

## 20.3 Personal Leave

20.3.1 Employees are entitled to 20 days paid Personal leave per annum for personal illness, bereavement or for care of immediate family or member of the employee’s household, essential religious or cultural purposes; wellbeing or compassionate grounds. Employees with more than 3 years’ service are entitled to 25 days paid Personal/Carer’s leave per annum. Bereavement leave of five paid days per occurrence will be granted where a member of an employee’s family or household dies or suffers a life-threatening illness or injury. This leave is in addition to Personal Carers leave

20.3.2 Personal leave is cumulative and accrues on a daily basis.

20.3.3 A continuing employee or a fixed term employee engaged for a period in excess of 12 months will be credited with the 1st year's entitlement. 2nd and subsequent year's entitlement accrues throughout the year and is available on the anniversary of their appointment.

20.3.4 If an employee has no entitlement to paid Personal Leave, they are entitled to unpaid carer's leave in accordance with section 102 of the Fair Work Act 2009.

20.3.5 Supporting evidence for Personal Leave will be required for absences in excess of 3 consecutive days (incl. a weekend) or an aggregate of 6 individual days in a 12 month period.

20.3.6 For the purposes of personal leave immediate family means spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of your spouse or de facto partner.

## 20.4 Domestic Violence

20.4.1 Individual support for employees experiencing family violence will be in accordance with the Associations’ policy on Domestic Violence.

20.4.2 An employee experiencing family violence who has provided satisfactory proof in accordance with the Associations’ policy will have access to 5 days (pro rata) per year (non-cumulative) special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

20.4.3 An employee who supports a person experiencing family violence may take personal leave to accompany them to court, hospital or to mind children.

## 20.5 Public Holidays

20.5.1 Employees will have the benefit of public holidays which are gazetted by the Australian Capital Territory government as public holidays in the Australian Capital Territory. Part time employees will not be paid for any public holiday which falls on a day the employee is not rostered to work. Nor is the employee entitled to any pro rata payment in lieu of the public holiday.

## 20.6 Leave over Christmas Period

20.6.1 Employees will be entitled to paid leave during the period 25 December to 1 January inclusive for those days that are not prescribed as public holidays.

## 20.7 Leave Associated with the Birth, Adoption or Fostering of a Child

### Parental Leave

20.7.1 After 12 months’ continuous service, an employee will be entitled to 52 weeks’ absence of which 20 weeks’ leave will be at full pay or 40 weeks at half pay. Paid leave to a maximum of 20 weeks will count for service for all purposes. If the employee’s partner is also employed by the Association, the unpaid leave may be shared with the partner, but the total unpaid leave remains the same.

### Paid Adoption Leave

20.7.2 After 12 months’ continuous service, if an employee adopts a child and is the primary caregiver for the adopted child, the employee will be entitled to 20 weeks leave at full pay or 40 weeks at half pay for adoption purposes. Paid leave to a maximum of 20 weeks will count for service for all purposes.

20.7.3 The adoptive child must not be the employee’s or the employee’s partner’s child or step-child unless the child has not been in the employee’s or the employee’s partner’s custody and care for a significant period.

### Paid Fostering Leave

20.7.4 After 12 months’ continuous service, if an employee is appointed as a legal foster carer, the employee will be entitled to paid Fostering Leave of 20 weeks for the purposes of fostering a child. Fostering Leave may be taken in one block or as separate absences over a period of time at the discretion of the employee’s supervisor. The fostered child must not be a child or step-child of the employee’s or the employee’s partner unless that child had not been in the custody and care of the employee’s or the employee’s partner’s for a significant period. Paid leave to a maximum of 20 weeks will count for service for all purposes

### Unpaid Parental (Maternity, Paternity, Adoptive) Leave

20.7.5 Employees, including casual employees are entitled to unpaid Parental Leave in accordance with Part 2-2 of Division 5 the Fair Work Act 2009.

### Paid Partner Leave

20.7.6 After 12 month’s continuous service, an employee will be entitled to 10 days paid Partner Leave within 1 month of the birth, adoption or fostering of a child. If the employee accesses paid Parental Leave, Adoption Leave or Fostering Leave they are not entitled to Paid Partner Leave for that child.

20.7.7 For periods of employment of less than 12 months’ leave associated with the birth, adoption or fostering of a child, those employees eligible to access paid Parental Leave, Adoption Leave or Fostering Leave will be granted paid leave on the basis of 1.6 weeks leave for each completed month of service.

## 20.8 Long Service Leave

20.8.1 Employees will be entitled to long service leave of thirteen weeks after ten years’ service and at the rate of 1.3 weeks for every additional year of service thereafter. Such leave shall be on full pay unless you elect to convert all or part of the period of entitlement to double the period by taking leave on half pay. Employees are entitled to service credits for long service leave purposes for employment with other student associations and Australian universities, but the President/Editor in Chief may require you to work up to 3 years with the Association before Long Service Leave is taken. Long Service Leave also payable as per the following table.

|  |  |
| --- | --- |
| Circumstances | Qualifying Period |
| Retirement; Redundancy; Ceasing employment on the grounds of ill health; death in service  | 4 years minimum continuous service |
| Resignation, dismissal | 7 years minimum continuous service |

20.8.2 Details of accrual rates and payments in lieu on termination for employees are contained in the Associations leave policy.

## 20.9 Leave for Defence Reservists

20.9.1 If an employee is a Defence Reservist they will be entitled to leave in accordance with the policy of the Defence Reserve Support Council.

## 20.10 Community Service Leave

20.10.1 An employee will be entitled to Community Service Leave in accordance with section 108 of the Fair Work Act 2009, including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties. Community Service leave for emergency services reasons may be paid or unpaid at the discretion of the President/Editor in Chief.

## 20.11 Jury Service/Called as a witness

20.11.1 An employee required to attend a Court for the purpose of jury service or as a crown witness will be entitled to leave on full pay for the duration of such attendance.

20.11.2 An employee who is required to appear in court in a capacity other than as specified above shall be entitled to leave without pay for the period of such attendance.

## 20.12 Trade Union Training Courses and Seminars

20.12.1 An employee who is a member of the Union may be granted reasonable paid leave to attend short trade union training courses, seminars or meetings.

## 20.13 Purchased Leave

20.13.1 Employees are entitled to purchase an additional 4 weeks Annual Leave in accordance with the Associations’ Purchased Leave Scheme.

## 20.13 Other Leave

20.131 The President may grant an employee Other Leave, paid or unpaid, at the absolute discretion of, and on such terms determined by, the President/Editor in Chief.

# 21 FLEXIBLE WORKING HOURS

21.1.1 The standard hours per week for full-time work are 35 hours per week as the standard ordinary hours of duty to be worked on Monday to Friday, worked between the hours of 8.00 am and 7.00 pm. Part-time employees are required to work the hours per week set out in the employment contract.

## 21.2 Breaks

21.2.1 The Association will ensure that employees will not be required to work more than five consecutive hours without a meal break of at least 30 minutes. Time taken as meal breaks will not be paid for and will not be counted as time worked.

21.2.2 More detailed guidance on flexible working hours is available in the Associations Flexible Working Arrangements policy. Working flexible hours could include variations in attendance times and short term absences (TOIL) without the need for a leave application.

## 21.3 Flexible working arrangements

21.3.1 Employees may request flexible working arrangements in accordance with section 65 of the FW Act. Approval to undertake part-time work must not be withheld for employees with responsibility for the care of a child under six years of age.

21.3.2 The above clause does not prevent an employee from requesting flexible working arrangements including part-time work, job sharing and home based work, in circumstances other than those in section 65 of the FW Act. The Associations are willing to sympathetically consider requests from employees who wish to enter into job share or other flexible working arrangements. Such requests will be dealt with on a case -by- case basis

# 22. OVERTIME AND MEAL ALLOWANCE

## 22.1 Overtime

22.1.1 An employee may be required to work reasonable overtime subject to the conditions below. Overtime is to be worked at the prior direction of the President/Editor in Chief, or if the circumstances do not permit prior direction, subsequent approval in writing by the President/Editor in Chief.

22.1.2 Employees classified at level 7 or above shall not be eligible to receive payment for overtime. Such employees however will be eligible to receive time off equivalent to the period of overtime worked in accordance with the relevant overtime rate.

22.1.3 The rates payable for overtime are as follows:

* Monday to Saturday: Time and a half for the first three hours each day and double time thereafter.
* Sunday: Double time.
* Public holidays: Double time and a half.

22.1.4 The salary of an employee for the purpose of computation of overtime shall include higher duties allowances. Overtime is payable to casual employees only in respect of work in excess of 7 hours on one day. In respect of such excess, the casual employee shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full-time employee, or the casual loading, but not both.

22.1.5 An employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of three hours at the appropriate overtime rate.

22.1.6 An employee who has worked overtime will be given a minimum break of ten hours between the end of one period of duty and the beginning of the next. An employee required to resume or continue to work without having a ten hour break off duty is entitled to be absent from duty without loss of pay until a ten hour break has been taken, or be paid at 200% of the ordinary rate until released from duty.

22.1.7 Any period of overtime which is continuous with ordinary duty and which extends beyond midnight shall be deemed to have been performed on the day the overtime commenced.

22.1.8 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime shall be deemed to have been worked on the day for which the higher rate is payable.

## 22.2 Time Off in Lieu (TOIL) of overtime payment

22 2.1 An employee may, with the agreement of the President/Editor in Chief take time off in lieu of payment for overtime - the period of TOIL will be at the same rate as the applicable overtime rate.

22.2.2 Where possible, TOIL must be taken within three months (unless other arrangements are made with the employee’s supervisor) of its accrual and should not be allowed to accrue to more than thirty‐eight hours at any one time. If it is not practicable for TOIL to be taken in accordance with this clause due to unforeseen circumstances (such as short staffing due to illness), the Employee and the employee's supervisor may agree to alternative arrangements for the taking of TOIL.

22.2 3 TOIL not taken on termination of employment will be paid out.

## 22.3 Overtime Meal Allowance

22.3.1 Where an employee works overtime to the end of or beyond a meal a period, they will receive a meal allowance of $22.50.

# 23. TERMINATION OF EMPLOYMENT

## 23.1 General Termination Provisions

23.1.1 Actual Salary will count as salary for calculating termination payments.

23.1.2 On termination of employment employees will be paid for all outstanding salary, allowances, accrued recreation; long service leave entitlements; pay in lieu of any unexpired notice period; and severance pay (if applicable).

## 23.2 Termination by the Employee

23.2.1 An employee may resign by giving 2 weeks written notice to the President.

23.2.2 A casual employee’s employment may be terminated by the Association or the employee by giving one hour's notice, or by the Association paying or the employee forfeiting one hour's salary in lieu of notice.

## 23.3 Termination by the President

23.3.1 Termination will only occur in accordance with the relevant provisions of this Agreement.

23.3.2 The President may, in writing, terminate employment in the following circumstances:

* Annulment – in relation to probation
* Redundancy
* Cessation of external funding (which shall be treated as redundancy)
* Early completion of a task or project for which the employee has been employed
* Underperformance
* Misconduct (including serious misconduct)
* Ill health where it is demonstrated that the employee will not be able to return to duty within a reasonable time frame.
* Abandonment of employment.

23.3.3 Fixed term employment terminates automatically at the end of the period of appointment.

23.3.4 Any action to terminate employment on the grounds of:

* Annulment – in relation to probation
* Underperformance
* Misconduct (including serious misconduct), or
* Ill health

will be undertaken, subject to this Agreement, in accordance with Schedule D of this Agreement.

22.3.45 Periods of notice and severance payments will apply as specified below.

23.3.6 If employment is terminated for any of the following reasons, the corresponding minimum notice period will apply:

|  |  |
| --- | --- |
| Reason for termination of employment | Minimum notice period |
| Annulment of probation | 4 weeks |
| Underperformance, misconduct | As prescribed in Schedule C of this Agreement. |
| Redundancy  | 8 weeks |
| Ceasing employment on the grounds of ill health | 6 months |

23.3.7 If the employee is over 45 years of age at the time of giving notice and have had not less than 2 years’ continuous service they will be entitled to an additional week’s notice.

23.3.8 The termination employment will be effective from the date at which the notice period expires. Where an employee chooses they can receive payment in lieu of notice.

## 23.4 Termination due to Redundancy

23.4.1 “Redundancy” means the work the employee was performing is no longer to be carried out due to financial constraints, technological change, or the Association decides to no longer to carry out that work.

23.4.2 “Redeployment” means the relocation of an employee whose position has been declared to be redundant into a suitable vacant position.

23.4.3 “Retrenchment” means the termination of employment of an employee whose position has been declared to be redundant and who is unable to be redeployed into an appropriate position.

### Consultation process

23.4.4 Where an Association considers that an employee's position could become redundant, it shall, over a minimum one-month period, consult with the employee, the employee’s representative (where appointed) and the Union. The Association shall provide all relevant details to the employee, the employee’s representative and the union including reasons for the proposed redundancy and measures to mitigate any adverse effects on the employee concerned.

23.4.5 In the consultations, the Association will consider the following options:

* Redeployment,
* Retraining for alternative service
* Relocation.

### Period of notice

23.4.6 Where the Association has, after consultation made a definite decision that an employee's position is redundant, it shall give the employee eight weeks' notice which shall be used as a redeployment period or notice period.

23.4.7 If the Association decides that redeployment beyond eight weeks is not feasible, the employee shall be retrenched at the end of the period of notice stated in the Association's notification of redundancy.

23.4.8 If the Association wishes to terminate employment during the period of notice then the employee is entitled to have the notice period paid out in addition to any other entitlements accruing on redundancy.

### Redeployment

23.4.9 When an employee whose position has been declared redundant does not wish to be retrenched, the Association will take all available steps and make every effort to redeploy the employee into a suitable position during the period of notice. Such redeployment may involve retraining. The employee shall be kept fully informed of all the steps being taken for the employee's redeployment.

23.4.10 During the redeployment period the employee is entitled to reasonable paid leave and/ or other assistance to attend job interviews.

23.4.11 Should the employee accept redeployment to a position on a lower salary or smaller fraction of employment on a continuing basis, the Association shall provide classification maintenance equal to the difference between the appropriate earnings of the classification salary of the staff member prior to the redeployment and his/her revised salary for a period of 6 weeks, which may include unexpired part of the original notice/redeployment period. Following the expiry of the classification maintenance period referred to above, the employee shall then be paid at the salary level appropriate to the position to which she/he has been redeployed. Employer superannuation contributions shall be maintained at the classification level and fraction that would have been paid if the redeployment had not occurred.

### Entitlements

23.4.12 An employee who has not accepted an offer of redeployment or has been retrenched will be entitled to:

* Payment of accrued annual leave,
* Pro-rata long service leave (where minimum service conditions have been met.),
* Any unexpired notice period, and
* Three weeks’ pay at the ordinary rate for every 12 months of completed service or pro-rata for part years or fractional service, with a minimum payment of six weeks.

### Disputes

23.4.13 The Dispute Resolution Procedure of this Agreement is the appropriate mechanism to invoke a review of decision regarding redundancy.

## 23.5 Return of Property

23.5.1 Upon termination of employment with the Association, the President/Editor in Chief may extend to the employee the option of either returning any of the property of the Association (in good repair and order) or purchasing such property from the Association at the current market value.

# 24. CONSULTATION ON MAJOR CHANGE

## 24.1 Principles

24.1.1 It is recognised by both parties that elected officers and paid Association employees have a more complicated relationship than under normal employment relationships, and that both parties are dependent on each other for advice and direction.

24.1.2 Where an Association has made a definite decision to introduce changes which are likely to have significant impact upon or materially affect Employees, the Association will notify the affected Employees and the Union before implementation.

24.1.3 “Significant impact” includes changes in the composition, operation or size of the Association’s workforce or in the skills required, including a decision to outsource any functions; the elimination or diminution of job opportunities, promotion opportunities or tenure; the need for re‐training or transfer of employees to other work locations; the restructuring of organisational units and changes to an Employee’s regular roster or ordinary hours of work.

24.1.4 Employees may appoint a representative for the purposes of the procedures in this clause.

## 24.2 Consultation arrangements

24.2.1 When an Association proposes changes which are likely to have significant impact, the Association will consult with the employees likely to be affected or their nominated representative and with the Union concerning the nature of the changes and the effect the changes are likely to have on the Employees concerned as early as practicable.

24.2.2 The Association shall provide the affected employees or their nominated representative and the Union with relevant information, provided that the Association shall not be required to disclose confidential information which would be inimical to its interests.

24.2.3 For the purposes of such consultation the Association shall provide in writing to the employees concerned, their nominated representative and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees.

24.2.4 The Association shall allow a reasonable time for consultations and shall give consideration to matters raised by the affected employees, their nominee and/or the Union, including any impact on an Employee’s family or caring responsibilities.

## 24.3 Implementation – consultation

24.3.1 As early as practicable after reaching a final decision to implement the changes, the Association shall consult with the affected employees and the Union about the implementation of that change and explore measures to avert or mitigate any adverse effects of the changes upon the affected employees, and shall give prompt consideration to matters raised in the process.

# 25 RESOLVING WORKPLACE ISSUES

25.1.1 Employees and their immediate manager are required to work cooperatively to resolve all workplace issues as far as is practicable at the workplace level by promptly discussing those disagreements in an honest and open way as they arise, in accordance with the Associations Grievance Resolution Policy.

25.1.2 Issues of poor performance or misconduct will be dealt with by the Association in accordance with procedural fairness, protection of confidentiality, access to representation and assistance (where requested by the employee) and right to review of initial decisions.

# 26 JOINT CONSULTATIVE COMMITTEE

26.1.1 A Joint Consultative Committee composed of each Association President and the Editor in Chief, at least one employee representative from each Association and a nominee of the Union, shall be established to monitor and coordinate the implementation of this agreement and to facilitate consultation between employees and the employers.

26.1.2 The Committee shall meet as required on the request of any two members of the Committee, but in any event at least once a year and shall operate by consensus. Where consensus cannot be reached between the parties, the dispute settlement procedures shall be utilised.

# 27 FLEXIBILITY PROVISION

27.1.1 An employee and the President/Editor in may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

* the agreement deals with 1 or more of the following matters:
	+ arrangements about when work is performed;
	+ allowances;
	+ remuneration; and

the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

the arrangement is genuinely agreed to by the employer and employee.

27.1.2 The employer must ensure that the terms of the individual flexibility arrangement:

* are about permitted matters under section 172 of the Fair Work Act 2009; and
* are not unlawful terms under section 194 of the Fair Work Act 2009; and
* result in the employee being better off overall than the employee would be if no arrangement was made.

27.1.3 The employer must ensure that the individual flexibility arrangement:

* is in writing; and
* includes the name of the employer and employee; and
* is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
* includes details of:
	+ the terms of the enterprise agreement that will be varied by the arrangement; and
	+ how the arrangement will vary the effect of the terms; and
	+ how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
* states the day on which the arrangement commences.

27.1.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

27.1.5 The employer or employee may terminate the individual flexibility arrangement:

* by giving no more than 28 days written notice to the other party to the arrangement; or
* if the employer and employee agree in writing—at any time.

# 28 WORKERS COMPENSATION AND MAKE‐UP PAY

28.1.1 An employee shall be entitled to "make‐up" payments for any absence for which the employee is entitled to workers compensation, up to a maximum period of 6 months. Such make‐up payments shall be the difference between the employee's ordinary weekly salary and the workers compensation payments for the period of the absence.

# 29 BREASTFEEDING

29.1.1.1 During the life of this agreement the Associations will support breastfeeding employees through promotion of the Associations’ policy and workplace provisions for breastfeeding, including providing information about where to access appropriate facilities.

# 30 CHILDCARE

30.1.1 Following consultation with the President an employee may, when it is agreed appropriate and safe to do so, bring one or more children to work where this does not conflict with the performance of the employee or other employees. Requests by employee to bring their children to the workplace shall be treated sympathetically

# 31 WORK, HEALTH AND SAFETY

31.1.1 The parties to this agreement recognise their mutual responsibility for:

* developing and implementing healthy and safe working conditions in the workplace,
* constantly reviewing the health and safety standards in each workplace, and
* ensuring that the Association complies with its duties towards staff members, contractors and visitors.

31.1.2 The Associations is committed to providing and maintaining safety standards and practices which offer the highest reasonably practicable degree of protection based on current knowledge. As a minimum, the Association's health and safety standards shall conform to any standards prescribed by relevant Commonwealth, Territory legislation, regulations and codes of practice, Australian Standards, and guidelines such as those provided by relevant statutory authorities.

31.1.3 To facilitate its commitment, and in accordance with legislation and Association policy, the Association shall consult with its staff on all significant Work, Health and Safety matters. The Associations shall manage its health and safety standards through its Work, Health and Safety Committee, designated working group, and health and safety representative

##

## Association Media Policy

***Overview***

This policy encourages employees and elected officials to take responsibility for their activities, aims to make it clear when Association policies do and do not apply, and reinforces and augments principles set out in related policies governing work-related activities.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

While respecting the individual staff member’s right to freedom of expression, personal and professional use of social media by Association employees and elected officials must not bring the Associations into disrepute, compromise effectiveness at work, imply Association endorsement of personal views or disclose, without authorisation, confidential information, or breach Association policies in relation to fellow students, the student community or the Associations.

This policy should be read in conjunction with the Woroni Editorial Policies and Associations’ Conflict of Interest policy, the Australian National University’s acceptable use of IT policy and the Associations’ Code of Conduct.

***Who it applies to***

This policy applies to all Association employees including continuing, casual, fixed term and specified task employees, interns, contractors and elected officials.

***Consequences of breach***

Breaches of this policy will be dealt with in accordance with the Associations Code of Conduct and may lead to disciplinary action including possible termination of employment.

***Social Media***

Interactive services, which include social media like Facebook, YouTube, Instagram and Twitter, are part of the Associations engagement strategy and increasingly part of the work and private lives of Association employees and elected officials The Associations encourage use of social media to engage with students and to publicise and share user‐generated content. Use of social media by Association employees and elected officials is not limited to the workplace and occurs for professional or personal purposes both in and out of work hours.

***Standards***

The following five standards apply to work and personal use of interactive services, with Association accounts and personal accounts, by employees, elected officials and contractors, at any time:

1. Do not mix the professional and the personal in ways likely to bring the Association into disrepute.
2. Do not undermine your effectiveness at work.
3. Do not imply Association endorsement of your personal views. 4.
4. Do not disclose confidential information obtained through work.

The Associations will enforce the four standards as and when appropriate.

***Responsibility***

The Association is responsible for content posted on official accounts. The Association takes editorial responsibility in proportion to its control of the media environment in which it operates and expects those who participate also to exercise responsibility over what they can control.

The President/Editor in Chief or their delegate will be the sole representative of the Association to media. Where the President is unavailable, all media enquiries are to be directed to the Vice President who will act as the President’s delegate and may nominate another member of the Executive to represent the Association.

In respect of ANUSA only the following will apply:

* Department Officers are able to speak to the media on issues and policies relating to their Collective, including running social media pages. For example, the Queer Department Officer should be allowed to address the media on issues and policies concerning Queer students.
* Collective social media pages should focus only on issues and policies relating to their Collective. Any commentary on wider issues should first be approved by the President.
* When addressing issues arising within the Association to the media, all correspondence is at an Association level except where it pertains directly to a motion at a Student Representative Council meeting (SRC) or a College Representative Council meeting (CRC). Where the latter occurs, correspondence may refer directly to the referent motion or policy tabled at an SRC or CRC. For example, should the Queer Officer move a motion at SRC, the Women’s Officer may comment on the motion to the media, if it affects students covered by their Collective and may reference the Queer Officer directly by position.
* Department Officers may not comment on the conduct of other Association office bearers individually where the conduct does not refer to an SRC or CRC motion.

If a complaint is received about content on an official Association account, the Association accepts responsibility and the terms of this policy will apply. If a complaint is received about content on a personal account, the Association does not accept responsibility for the content however, the terms of this policy will apply.

Employees, elected officials and contractors are responsible for the content they post on their personal social media accounts. Where an employee’s, an elected official’s or contractor’s personal use of social media contravenes one of the four standards (above), and then it may be appropriate for the Association to respond. In relation to employees, a breach of this policy may be handled in accordance with the code of conduct, and may lead to disciplinary action. In relation to contractors, there may be contractual implications and consequences.

***Some General Thoughts***

**Some subjects can invite a flame war.** Be careful discussing things where emotions run high (e.g. politics, elections and religion) and show respect for others’ opinions.

**Your job comes first.** Unless you are authorized to communicate via social media don’t let social media affect your job performance. Keep the use of social media for personal reasons to a minimum during your work hours.

**If you mess up?** Correct it immediately and be clear about what you’ve done to fix it. Contact the Association President/Editor in Chief if it’s a real doozy.

**Don’t even think about it….** Talking about association finances, business dealings, legal issues, future promotional activities. Giving out personal information about employees or other elected officials. Posting confidential or non-public information. Responding to an offensive or negative post by another executive member, employee or student. There’s no winner in that game.

Do not use social media in a manner that would breach any other law, including (but not limited to) intellectual property, anti-discrimination, anti-bullying & harassment, privacy and defamation laws. If you break the law, you may also be held personally liable.

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Bullying

***Overview***

The Associations take a no tolerance stance in relation to bullying in our workplace. Bullying is an unacceptable form of behavior which will not be tolerated under any circumstances.

This document covers the principles that apply to all employees, elected officials, club and society representatives and individuals who enter into a relationship with the Associations.

***Scope***

This policy applies to all Association employees, elected officials and representatives of clubs and societies and to all individuals who enter into particular relationships with the Associations for a specified time period or time periods, for example visitors and volunteers (referred to as ‘employees’ for the purposes of this policy).

**“Associations” refers** to ANUSA, PARSA & Woroni.

***Policy Statement***

Bullying is repeated unreasonable or inappropriate behaviour in relation to Association activities, which comprises of behaviour that intimidates, offends, degrades, insults or humiliates a representative, employee or member or another person while carrying out Association activities. This can be physical or psychological behaviour and may include one or a combination of the following:

* Abusive, insulting or offensive language by one or more persons to another or others;
* Behaviour or language that frightens, humiliates, belittles or degrades, including criticism that is delivered with any yelling and screaming;
* Inappropriate comments about a person’s appearance, lifestyle, or their family; • Teasing or regularly making someone the brunt of pranks or practical jokes; • Isolation of employees, representatives or students from others ;
* Interfering with a person’s personal effects or work equipment;
* Physical assault or threats; or
* Organisational behaviour that undermines treats less favourably or disempowers others. For example, overloading a person with work and setting timelines that are difficult to achieve, setting tasks that are beyond a person’s skill level, deliberately denying access to information, consultation or resources, or unfair treatment in relation to accessing workplace entitlements such as leave or training.

Where bullying involves assault or threat of assault it may become a police matter. Bullying must not be confused with legitimate comment, criticism and advice, including relevant negative comment or feedback, from supervisors on the work, performance or behaviour of an individual or group.

***Policy and Procedure***

The Associations are committed to providing all a healthy and safe environment free from bullying. The Associations expect all employees, representatives and members of their Association to behave in a professional manner and to treat each other with dignity and respect in relation to Association activities. The Associations have a responsibility to:

* Monitor the Association environment to ensure that acceptable standards of conduct are observed at all times;
* Promote this policy and the relevant grievance procedure or policy within their area of responsibility; and
* Treat all complaints seriously and confidentially and take immediate action to refer the employee to the relevant policy and procedures.

***Responsibility of employees***

The Associations expect all employees, elected officials, representatives, volunteers, members of the Association engaged in Association related activities to create a harassment/bullying-free and an inclusive workplace culture.

All employees are expected to comply with this policy; to behave in a professional manner, to not participate in bullying behavior and to treat each other with dignity and respect when they are at work and off-site.

All incidents of bullying – no matter how large or small or who is involved – require employers and managers to respond quickly and appropriately.

The Associations recognise that comments and behavior that do not offend one person can offend another. This policy requires all staff employees and volunteers to respect other people’s limits.

A complaint of bullying can be made using the Associations’ Employee Grievance Resolution policy and procedure.

***Breach of the policy***

Where bullying takes place, the Associations will implement the provisions their Underperformance and Misconduct policy. Disciplinary action will be taken by in accordance with the Associations Underperformance and Misconduct Policy against any member employee found to have breached this policy. The action to take will be assessed in consultation with the complainant and will be appropriate to the breach. Further actions may include:

* an official warning and note on the person's personnel file;
* a formal apology;
* counselling, including further education;
* transfer;
* suspension;
* dismissal for very serious matters; or
* referral to the police for potentially criminal matters.

***Resolving issues***

The Associations strongly encourages any employee who believes they have been bullied to take appropriate action (see Employee Grievance Resolution procedure.

Please do not suffer in silence. Choose the action you feel most comfortable with.

Employees have the option to address the matter themselves, and discussing it with the perpetrator(s).

Employees also have the option to seek assistance from the Office Manager, President or Editor-in-Chief for advice, support or action on their behalf.

Employees who make a complaint of bullying, discrimination, harassment or sexual harassment will not suffer any victimisation by the Associations for making the complaint. This also applies to employees who agree to be a witness in a complaint or have a complaint made against them.

***Informal Personal Resolution***

If you want to deal with the situation yourself, you may do so. However, it is not necessary that you try to resolve the complaint this way.

This option involves approaching the person responsible for the bullying behavior yourself. You could tell the person what you are unhappy about, why you are unhappy about it, and what you would like to happen. Taking a person with you for support may be helpful.

Other useful resources include:

Canberra Rape Crisis Centre: 02 6247 2525

***Contact officers***

Contact officers are employees who have been trained to provide confidential and impartial information and support to help other employees make an informed decision about how to try to resolve an issue.

Contact officers will not solve the problem for you, but they can be a very useful sounding board for you to go through this procedure, help you understand the options that are available to you.

The contact officers are:

* ANUSA - Eleanor Boyle and Ben Gill.
* PARSA
* ANUSM

***Make an internal complaint***

The Associations have has an obligation to treat all complaints of bullying seriously. All complaints will be handled confidentially and impartially, investigated promptly and recommendations implemented.

1. The starting point to resolving a complaint is to talk with someone. This can be your manager/contact officer (or member of an Association Executive if more appropriate). Tell them what your concerns are; explain what has happened and how it has affected you.
2. The person you approach may take immediate action (e.g. removing offensive graffiti or posters).
3. The person you approach may provide a range of options. The manager may speak to the person you are making a complaint about, to see if the situation can be resolved informally.
4. Some matters are not resolved so easily, especially if the person being complained about denies or disputes the allegations, or the issues are complex. Your manager (or another manager if appropriate) may handle your complaint, or refer it to specialist human resource staff or engage an independent external agency. This option will involve an investigation, collecting evidence and witness statements, and making findings and recommendations which will be implemented by the Associations. The following people are available to discuss these options:

Name: Eleanor Boyle Position: Office Manager

Location: ANUSA offices

Contact Details: Eleanor.boyle@anu.edu.au or phone 6125 2444

***Employee assistance program***

All Association employees plus the ANUSA Executive & Department Officers and the PARSA employees and Executive are entitled to free, professional counselling from our employee assistance program.

Employees can access the service by visiting www.eapdirect.com.au and registering using our organisational details:

Organisation Name: ANU PARSA Organisation

Token: PARSA Organisation

Password: usrkey

Once these have been entered, each person can create their own confidential account.

To book an appointment or get some more information, please call 1300 360 364

***Make an external complaint***

All Association employees and Executive are able to make an external complaint of discrimination to the Human Rights Commission at <https://www.humanrights.gov.au/complaint-information>

Other relevant ANUSA policies

Employees are encouraged to read this policy in conjunction with other relevant Association policies, including:

* Workplace equal opportunity policy
* Flexible work arrangements policy
* Pregnancy and work procedure and policy
* Occupational health and safety policy
* Workplace complaint resolution policy and procedure
* Discipline procedure
* Mission, vision and values statements

***Guidelines/Legislative Compliance***

* Human Rights and Equal Opportunity Commission Act 1986
* Race Discrimination Act
* Sex Discrimination Act
* Disability Discrimination Act Discrimination Act 1991 (ACT)
* Fair Work Act 2009 (s. 351 Discrimination)
* Work Health and Safety Act 2011 (ACT)
* Work Health and Safety Regulations 2011 (ACT)
* Discrimination Act 1991

Release Date: 1 May 2018

##

## Code of Conduct

***Overview***

This document covers the code of conduct principles that apply to all employees, elected officials, club and society representatives and individuals who enter into a relationship with the Associations.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

Policy Statement This Policy applies to all Association employees, elected officials and to all individuals who enter into particular relationships with the Associations for a specified time period or time periods, for example contractors and volunteers participating in association activities (referred to as ‘employees’ for the purposes of this Policy).

The Code applies to employees in all their work-related interactions with each other, and with customers, contacts or clients.

It applies in the workplace or off site, at work-related functions (including social functions and celebrations), while on trips and attending conferences.

The Code provides a broad framework for the identification and resolution of issues concerning the conduct of employees and is intended to guide employees, elected officials and representatives in their dealings with colleagues, students, and the wider University community.

The Code does not address all possible situations but is a set of principles that provide guidance on acceptable and unacceptable behaviour within the Association context.

The Code stands beside but does not exclude or replace the rights and obligations under common and statute law.

***Code of Conduct***

Employees, elected officials of an Association, Department Officers and representatives of clubs and societies affiliated with an Association or funded by an Association, are expected to:

* behave honestly and with integrity in connection with their role;
* act with care and diligence in connection with their role;
* treat employees of Associations, students and members of the University community with respect and courtesy, and without harassment;
* not discriminate on the basis of irrelevant characteristics, such as sex, race, religious or political opinion, disability, pregnancy, age, marital status, sexual orientation or other protected characteristics set out in Territory or Commonwealth legislation;
* comply with all applicable Territory or Commonwealth legislation;
* comply with any lawful and reasonable direction given by someone in the Association who has authority to give the direction;
* maintain appropriate confidentiality about official dealings that the person has with any student or member of staff or confidential information of the Association;
* take reasonable steps to avoid any conflict of interest (real or apparent) and disclose details of any material personal interest of the person in connection with their role;
* use Association and University resources in a proper manner and for a proper purpose;
* not improperly use inside information or the person’s duties, status, power or authority in connection with an Association or a student club or society: o to gain, or seek to gain, a benefit or an advantage for themselves or any other person; or o to cause, or to seek to cause, detriment to the Association or any other person.
* Display and maintain a high standard of personal behaviour in the workplace which includes:
	+ Not commencing work, returning to work, or engaging in work duties while under the influence of illegal drugs or alcohol;
	+ No fighting in the workplace; and
	+ No swearing in the workplace.

***Resolving issues of concern under the Code of Conduct***

The following steps are to be followed in attempting to resolve concerns under the Code. It should be noted that minor or isolated breaches of the Code may not warrant action but, in addition to serious isolated instances, as part of a pattern of behaviour, may be viewed more seriously.

**Step 1:** As a general principle, and wherever it is possible to do so, attempts should be made to resolve an issue at the local level. This may involve discussions directly between the person concerned and their immediate supervisor. If the matter is not able to be resolved at that level, or if the matter directly concerns the supervisor, discussions should be held with their President/Editor in Chief. Persons who have had their behaviour raised under this Code of Conduct may also seek external advice.

**Step 2:** The relevant supervisor will assess the issue to determine the most appropriate course of action to follow, which could involve referring the matter directly to the President/Editor in Chief. If the matter is related to work performance or employment conditions, the supervisor will follow the Managing Underperformance and Misconduct policy and procedures.

***Record keeping***

Notes should be taken at all stages of the resolution process, including where a person raises a concern under the Code and the supervisor intervenes to resolve it without otherwise formally managing the concern. Records or notes of the supervisor, President/Editor in Chief and copies of relevant communication during the resolution process should be stored on a confidential file.

Not all issues will be dealt with under the procedure detailed above. Some, for example those covering harassment and discrimination concerns, are dealt with by the processes outlined in the relevant policy.

Any disciplinary action against an employee will be in accordance with the procedures detailed in the Associations’ Underperformance and Misconduct policy.

Any disciplinary action against an elected official will be in accordance with the procedures detailed in the relevant Association constitution.

***Association Executives and other elected officials***

In addition to the principles outlined above Association executive members and elected officials, as members of a “committee of management” have additional responsibilities imposed on them by the Corporations Act and Common Law. These are detailed below.

**To act in accordance with the Association Constitution and the Incorporation Law**

The Constitution applies to all its members of the Association and is a binding covenant between the members to act in accordance with the Constitution (section 48 Associations Incorporations Act). It is an offence for a member of a management committee to fail to take reasonable steps to ensure the association runs accordance with the Act. (Associations Incorporations Act s. 107)

**To act in accordance with the Rules of Natural Justice**

In adjudicating any dispute involving members or concerning the rules of the Association, the Association must act in accordance with the rules of natural justice. (Section 50 Associations Incorporation Act)

**To keep accounting records and to ensure an annual audit**

An Association must keep financial records, prepare annual reports, present them to members and ensure that they are audited and deposited with the registrar general. (Associations Incorporations Act, ss 71-74, 79)

**Not to engage in trade or pecuniary gain except for ancillary activities or to provide member services**

An Association must not engage in trade or pecuniary gain. (Note there are exceptions for ancillary activities and services for members). (Associations Incorporations Act, s109, s 4)

**To apply the funds and resources of the Association for the purposes of the Association**

The income and property of Association are to be applied solely to the promotion of the objects of the Association and shall not be distributed to members. (Reference relevant Association constitutional provision)

**Not to act fraudulently or with intent to deceive**

The Registrar General may investigate an offence that the Registrar General believes may involve fraud or dishonesty. (Associations Incorporations Act s. 101) Also it is an offence to provide certain information to the Registrar General which is false or misleading (Associations Incorporations Act s. 107) Note: Association fraud policy.

**To act with reasonable care and diligence**

While not specifically mentioned in Australian Capital Territory legislation; Commonwealth and other state legislation and Common Law provide an appropriate guide in respect of this requirement.

**Not to use position improperly to gain advantage**

While not specifically mentioned in Australian Capital Territory legislation; Commonwealth and other state legislation and Common Law provide an appropriate guide in respect of this requirement. Note also the Associations procurement, gifts and purchases/debit card policies

**Not to use information gained by virtue of position for improper purpose**

While not specifically mentioned in Australian Capital Territory legislation; Commonwealth and other state legislation and Common Law provide an appropriate guide in respect of this requirement. Note also the Associations procurement, gifts and purchases/debit card policies

**To disclose personal interests**

Members of a committee of management have an obligation to disclose any direct or indirect pecuniary interest they may have in a contract or proposed contract and cannot vote, but can take part in deliberations relating to the contract. (Note also the relevant Association constitutional provisions may vary slightly between Associations)

The above requirements, commonly referred to as “Directors duties” are designed to promote good governance and ensure that directors act in the interests of the company –including putting the company’s interests ahead of their own.

***References:***  Enterprise Agreement Clauses 16 & 23

Associations Incorporations Act (ACT)

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Conflict of Interest

***Overview***

This policy outlines the principles applying to the declaration and management of actual and potential conflict of interest. This policy should be read in conjunction with the Woroni Conflicts of Interest Policy.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

**Standards of Conduct**

The Associations have a responsibility to ensure that their official activities and those of their elected office holders and employees conform to acceptable standards of integrity and good administrative conduct. It is the Associations policy that their elected officials and employees, and others acting on their behalf avoid ethical, legal, financial, or other conflicts of interest and ensure that their activities and interests do not conflict with their obligations to the Associations or their welfare.

The Code of Conduct refers to the general standards of conduct expected of Association employees. The increasing complexity of conflicts, including those of personal relationships and financial gain from outside commercial activities, make clear principles and procedures essential. The Association Constitutions and the *Associations Incorporation Act 1991* bind Association employees and elected office holders to behave in good faith, avoid conflicts of interest and act with propriety when making decisions about Association matters.

Employees also have a common law obligation of confidentiality and loyalty of service to the Association, and must ensure that sensitive and confidential matters relating to the work or administration of the Association are not improperly disclosed, either internally or externally.

**Definitions**

A *Conflict of Interest* occurs when the private interest of an employee or elected official may influence or compromise the conduct of that person in the conduct of their activities at the Association, including when making decisions, determining business directions or unduly influencing relationships between that person, their colleagues and students. Apparent or perceived conflicts may undermine trust and be as damaging as an actual conflict.

*Close personal relationship* means a relationship with persons who are relatives, other financial dependent persons, a de facto partner (defined as a person who has committed to long term personal relationship with another person of the same or opposite gender) or any person with whom there is currently, or has been in an intimate relationship. It is not intended that relationships which exist due to ordinary collegiate academic collaboration fall into this category.

*Employee* means a person who is employed by the Association or who has official visiting status.

*Supervisor* means the person to whom the employee is principally responsible while working at the Association.

*Financial Interest* means any right, claim, title or legal share in something having a monetary or equivalent value. Examples of Financial Interest include, but are not limited to, shares, share options, and the right to receive remuneration, such as salary, consulting fees, allowances, discounts and the like. Excluded from this definition is an investment by a superannuation, mutual, pension or other institutional investment fund in which a staff member has an interest but over which the staff member does not exercise control.

*Significant Financial Interest* means:

An employee or those with a close personal relationship with that employee:

* Holding a remunerated management or advisory position in an External Entity.
* The option to obtain equity or the close proximity of equity in a potential new External Entity; or
* A long-term exclusive or otherwise significant consulting arrangement with an External Entity in a contractual relationship with the Association (for example, where a staff member receives an annual income in excess of $10,000 from such an entity).

*External Entity* means any corporation, partnership, sole proprietorship, firm, franchise, association, organisation, company, business, or any other legal entity organised for profit.

Commercial conflicts are potential conflicts in which the Association has a particular interest and must be disclosed such as:

* *Fiduciary relationships* means being a director, partner, or trustee is an example of the creation of a fiduciary relationship. If that relationship is owed to an external entity there is real potential for a person's obligations to that external entity to conflict with any obligation they may owe to the Association, particularly where that person is an employee.
* *Negotiating interest’s* means there is potential conflict for employees to negotiate personally the terms under which any intellectual property, or other property of the Association, is to be sold, licensed or transferred to an external entity, in which the employee has a financial interest.
* *Shareholdings* means that in some cases holding shares in a company may create a conflict including, for example, holding shares in a company that is in a business relationship with the Association.
* *Non-executive roles in external entities* where the time commitments in fulfilling non-executive roles may create a conflict of commitment such that a staff member's employment is adversely affected, for example they may have to revert to part time to allow both commitments to be fulfilled.

Other Conflicts also requiring Disclosure are:

* Remunerated or honorary positions and other connections with educational institutions which may give rise to a conflict of interest, including relevant external government or public committees, such as research councils, charities, government departments, professional bodies and training organisations.
* Prolonged absence - a staff member having a commitment outside the Association that involves frequent or prolonged absence from the Association on non-Association business.
* Gifts or offers of gifts of significant value, other than official gifts, and ex gratia payments.
* Representational or other non-official interests relevant to the Association (e.g. election as an MLA or MP).
* Engagements limiting the scope of activity at the Association such as a staff member, as part of an arrangement with another organisation).

**Potential Areas of Conflict**

There are many possible conflicts of interest. Conflicts can arise from commercial interests, ethical, political or religious views or personal relationships.

The potential for a conflict does not necessarily imply wrongdoing on anyone's part. The Associations require the principles underpinning this policy to be applied to resolve conflicts whenever they arise.

The most common are those arising from commercial interests and close personal relationships and this policy provides some additional guidance on managing such conflicts.

*When a close personal relationship exists between employees*it is the Associations’ policy that:

* One party should not be the direct supervisor of the other.
* One party should not be involved in decision-making or procedures leading the appointment, promotion or any other determination relating to employment conditions, benefits or entitlements for the other party.
* One party should not have access to the personal details of the other.
* The relationship between the parties should not affect the interests of other parties. Because the effects on other people at work are frequently not apparent to the persons involved in a close personal relationship, anyone with such an involvement should be attentive to the feelings of colleagues and to the potential conflicts of interest that may be *involved.*

*Financial conflicts of interest may arise:*

* Where an employee, who has budgetary responsibilities, also has a personal interest (or a person with whom the member has a close personal relationship has a personal interest) in an activity that is to be funded out of that Association;
* With respect to Association financial decisions in which the employee is involved, including but not limited to investments, loans, purchases or sales of goods, services, equity (shares) and financial accounting decisions;
* With respect to matters with both financial and non-financial implications, such as decisions about the use of Association equipment and facilities.

**Managing conflict of interest in recruitment**

A conflict of interest occurs when a person involved in a recruitment exercise can be influenced, or appears to be able to be influenced by a personal interest when making an employment decision.

Employees involved in recruiting should consider what may constitute a conflict of interest. Factors to consider include:

* family or friendship relationships with an applicant,
* close working relationship with an applicant,
* financial interests (either in an applicant or the outcome), and
* an acrimonious relationship with any applicants.

If an appointments committee member is required to provide referee comments for an applicant, they should:

* inform appointments committee members and the Chair and if appropriate the President/Editor in Chief of the situation, and
* provide their written referee comments before assessing an application.

Conflicts of interest cannot always be avoided, but when they occur or may be perceived to occur, the chair of the appointments committee should ensure that the details are documented appropriately.

After reviewing the documentation on the real or perceived conflict the appointments committee chair or President/Editor in Chief should decide if the member involved should stand aside from the whole process or from considering the particular candidate.

**Privacy**

The Associations recognise that the disclosure by an individual of a potential conflict could involve the disclosure of personal information. The Associations adhere to the Commonwealth’s privacy principles and will treat information provided in accordance with these principles. Any individual who is concerned about the potential ramifications of disclosing particular information may raise their concerns directly with the President/Editor in Chief, particularly if they feel it is inappropriate to disclose such information to their supervisor. The President/Editor in Chief will determine how and to whom any information is subsequently disclosed bearing in mind the requirements of this policy and the privacy of the individual concerned.

Release Date: 1 May 2018

##

## Consultation on Major Change

Overview

This document outlines the processes to be followed where an Association proposes to make a major change to its operations.

Scope

This Policy applies across all student Associations.

“Associations” refers to ANUSA, PARSA & ANUSM.

Policy Statement

The Association will consult with employees (and their representatives if the employees have appointed a representative for the purposes of consultation) where a major change is proposed to the operations of an Association.

Where an Association:

* has made a definite decision to introduce a major change in relation to its operations that is likely to have a significant effect on the employees; or
* proposes to introduce a change to the regular roster or ordinary hours of work of employees;

the Association will notify the relevant employees of the decision to introduce the major change.

As soon as practicable after making its decision, the Association will:

* discuss with the relevant employees and their representatives if the employees have appointed a representative for the purposes of consultation:
	+ the introduction of the change; and
	+ the effect the change is likely to have on the employees; and
	+ measures the Association is taking to avert or mitigate the adverse effect of the change on the employees; and
* for the purposes of the discussion—provide, in writing, to the relevant employees:
	+ all relevant information about the change including the nature of the change proposed; and
	+ information about the expected effects of the change on the employees; and
	+ information on any other matters likely to affect the employees.

However, the Association is not required to disclose confidential or commercially sensitive information to the relevant employees.

The Association will give prompt and genuine consideration to matters raised about the major change by the relevant employees. A major change is one which is likely to have a significant effect on employees if it results in:

* the termination of the employment of employees; or
* major change to the composition, operation or size of the Association’s workforce or to the skills required of employees; or
* the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
* the alteration of hours of work; or
* the need to retrain employees; or
* the need to relocate employees to another workplace; or
* the restructuring of jobs.

Release Date: 1 May 2018

##

## Discrimination

***Overview***

The Associations take a no tolerance stance in relation to discrimination in our workplace. Discrimination is an unacceptable form of behavior, which will not be tolerated under any circumstances. The aim of this policy is to prevent discrimination in any Association related activity and to comply with discrimination and human rights law obligations.

***Scope***

This Policy applies to all Association employees, elected officials and to all individuals who enter into particular relationships with the Associations for a specified time period or time periods, for example contractors and volunteers participating in association activities (referred to as ‘employees’ for the purposes of this Policy).

This Policy applies to employees in all their work-related interactions with each other, and with customers, contacts or clients.

It applies in the workplace or off site, at work-related functions (including social functions and celebrations), while on trips and attending conferences.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

Discrimination occurs when a person or group of people is treated less favourably because of a particular characteristic they have (or are believed to have), as compared to how another person or group of people would be treated in the same or similar circumstances, when not having that characteristic.

The types of discrimination that can occur are those based on the grounds of sex, marital status, relationship status, status as a parent or carer, sexual preference, gender identity, pregnancy, breast feeding, race (including nationality), social origin, colour, national extraction, age, political opinion, religion, impairment, mental disability, physical disability, psychiatric disability, intellectual disability, profession, trade or calling, criminal record, spent conviction, medical record, trade union activity.

Discrimination can be direct i.e. any action which specifically excludes a person, or group of people from a benefit or opportunity based on an irrelevant consideration e.g. paying a female bar attendant less than a male bar attendant.

Discrimination can also be indirect i.e. when a particular policy or practice has a discriminatory effect on a particular employee or group of employees, even though this may not be intentional e.g. requiring a certain length of service to obtain promotion, rather than being merit based, or unreasonably requiring a position to be full-time rather than allowing it to be worked on a part- time basis.

As well as violating this policy, discrimination may be unlawful. For example, discrimination is unlawful in employment, access to premises, accommodation or in the provision of goods and services.

***Responsibility of employees***

The Associations expect all employees, elected officials, representatives, volunteers, members of the Association engaged in Association related activities to create a discrimination-free and an inclusive workplace culture.

All employees are expected to comply with this policy; to behave in a professional manner, to not participate in discriminating behavior and to treat each other with dignity and respect when they are at work and off-site.

All incidents of discrimination – no matter how large or small or who is involved – require employers and managers to respond quickly and appropriately.

The Associations recognise that comments and behavior that do not offend one person can offend another. This policy requires all staff employees and volunteers to respect other people’s limits.

A complaint of discrimination can be made using the Associations’ Employee Grievance Resolution policy and procedure.

***Breach of the policy***

Where discrimination takes place, the Associations will implement the provisions their Underperformance and Misconduct disciplinary policy. Disciplinary action will be taken by in accordance with the Associations Underperformance and Misconduct Policy against any member employee found to have breached this policy. The action to take will be assessed in consultation with the complainant and will be appropriate to the breach. Further actions may include:

* an official warning and note on the person's personnel file;
* a formal apology;
* counselling, including further education;
* transfer;
* suspension;
* dismissal for very serious matters; or
* referral to the police for potentially criminal matters.

***Resolving issues***

The Associations strongly encourages any employee who believes they have been bullied discrimination harassment or sexual harassment to take appropriate action (see Employee Grievance Resolution procedure.

Please do not suffer in silence. Choose the action you feel most comfortable with.

Employees have the option to address the matter themselves, and discussing it with the perpetrator of the discrimination.

Employees also have the option to seek assistance from the Office Manager, President or Editor-in-Chief for advice, support or action on their behalf.

Employees who make a complaint of bullying, discrimination, harassment or sexual harassment will not suffer any victimisation by the Associations for making the complaint. This also applies to employees who agree to be a witness in a complaint or have a complaint made against them.

***Informal Personal Resolution***

If you want to deal with the situation yourself, you may do so. However, it is not necessary that you try to resolve the complaint this way.

This option involves approaching the person responsible for the harassing or sexually harassing behavior yourself. You could tell the person what you are unhappy about, why you are unhappy about it, and what you would like to happen. Taking a person with you for support may be helpful.

Other useful resources include:

Canberra Rape Crisis Centre: 02 6247 2525

***Contact officers***

Contact officers are employees who have been trained to provide confidential and impartial information and support to help other employees make an informed decision about how to try to resolve an issue.

Contact officers will not solve the problem for you, but they can be a very useful sounding board for you to go through this procedure, help you understand the options that are available to you.

The contact officers are:

* ANUSA - Eleanor Boyle and Ben Gill.
* PARSA
* ANUSM

***Make an internal complaint***

The Associations have has an obligation to treat all complaints of harassment and sexual harassment seriously. All complaints will be handled confidentially and impartially, investigated promptly and recommendations implemented.

1. The starting point to resolving a complaint is to talk with someone. This can be your manager/contact officer (or member of an Association Executive if more appropriate). Tell them what your concerns are; explain what has happened and how it has affected you.

2. The person you approach may take immediate action (e.g. removing offensive graffiti or posters).

3. The person you approach may provide a range of options. The manager may speak to the person you are making a complaint about, to see if the situation can be resolved informally.

4. Some matters are not resolved so easily, especially if the person being complained about denies or disputes the allegations, or the issues are complex. Your manager (or another manager if appropriate) may handle your complaint, or refer it to specialist human resource staff or engage an independent external agency. This option will involve an investigation, collecting evidence and witness statements, and making findings and recommendations which will be implemented by the Associations. The following people are available to discuss these options:

Name: Eleanor Boyle

Position: Office Manager

Location: ANUSA offices

Contact Details: Eleanor.boyle@anu.edu.au or phone 6125 2444

***Employee assistance program***

All Association employees plus the ANUSA Executive & Department Officers and the PARSA employees and Executive are entitled to free, professional counselling from our employee assistance program.

Employees can access the service by visiting www.eapdirect.com.au and registering using our organisational details:

Organisation Name: ANU PARSA

Organisation Token: PARSA

Organisation Password: usrkey

Once these have been entered, each person can create their own confidential account.

To book an appointment or get some more information, please call 1300 360 364

***Make an external complaint***

All Association employees and Executive are able to make an external complaint of discrimination to the Human Rights Commission at https://www.humanrights.gov.au/complaint-information

***Other relevant Association policies***

Employees are encouraged to read this policy in conjunction with other relevant Association policies, including:

* Flexible working arrangements policy
* Work Health and Safety policy
* Underperformance and Misconduct policy
* Bullying Policy
* Sexual Harassment and harassment policy
* Grievance Management policy
* Mission, vision and values statements

***Guidelines/Legislative Compliance***

* *Human Rights and Equal Opportunity Commission Act 1986*
* *Race Discrimination Act*
* *Sex Discrimination Act*
* *Disability Discrimination Act Discrimination Act 1991 (ACT)*
* *Fair Work Act 2009 (s. 351 Discrimination)*
* *Work Health and Safety Act 2011 (ACT)*
* *Work Health and Safety Regulations 2011 (ACT)*

Release Date: 1 May 2018

##

## HR Info Practices

***Overview***

This policy details how the Associations handle employees’ personal information.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Overview***

The Associations keep and handle human resources records to enable us to properly manage our business affairs and the employment of staff.

The purpose of keeping records on candidates for employment (recruitment files) is to allow us to assess the suitability of candidates for employment at the Associations.

***Personal information in human resources files***

**Personnel files**

These files hold personal information including:

* employee and emergency contact details,
* employment contracts, and other records relating to terms and conditions of employment,
* proof of Australian citizenship,
* certified copies of academic qualifications,
* records relating to salary, employment benefits and leave,
* medical certificates or health related information supplied by an employee or their medical practitioner,
* taxation details (additional PAYE authorisations),
* banking information necessary to pay salary, and
* information relating to an employee’s superannuation fund and contributions.

**Recruitment Information**

Applications for employment and supporting documents and selection committee reports are held on separate recruitment files.

**Training and Development (CPD process)**

Information relating to employees’ training and development and performance will be held by the President/Editor in Chief.

***How the Association(s) collect and hold personal information***

The Associations generally collect personal information directly from employees and applicants but may also collect personal information from an employee’s supervisors or intermediaries such as recruitment agents and personnel providers.

In rare cases the Association(s) may collect sensitive information without the employee’s consent such as where it is necessary to investigate suspected unlawful activity or misconduct of a serious nature within the Association.

Quality of personal information The Associations maintain and update personal information in its human resources files as necessary, or when the Association(s) are advised that the personal information has changed.

***Storage and security of personal information***

The Associations take steps to protect the security and confidentiality of personal information they hold. These steps include restricted access and password protection and audit trails for accessing the payroll module of the Associations finance system and physical access restrictions.

Paper based records are held on personnel files stored in a locked container.

***Access to and use of Personal Information***

The following people may access and use personal information held on human resources files and the HR/Payroll module for the purposes set out above:

* Association Presidents/Editor in Chief
* ANUSA Office Manager (Payroll module)
* PARSA General Manager (Payroll module)
* ANUSA & PARSA Financial Controllers (Payroll module)

***Disclosure of personal information***

The Associations will generally only disclose human resources personal information to an outside entity if the employee agrees, or if the Association(s) are authorised or required by law.

***Accessing and correcting personal information or making a complaint***

Employees can access, and ask that the Association(s) correct, the personal information the Association(s) hold about them on the Association(s) human resource files and payroll system, or make a complaint about how the Association(s) have handled the employee’s personal information

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Review of Decisions

***Overview***

This document outlines the process to be followed where an employee requests a review of a decision made in relation to their employment at the Association.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

This policy is limited to decisions concerning the following employment matters:

1. termination of employment for reasons of underperformance, serious misconduct, serious research misconduct or redundancy;
2. termination due to ill-health;
3. disciplinary action in the form of demotion or serious misconduct, on the grounds that procedural fairness or natural justice was not applied;
4. withholding of increments for reasons of underperformance, on the grounds that procedural fairness or natural justice was not applied;
5. annulment of a probationary employment;
6. refusal to grant an extension of the redeployment or notice period due to personal/sick leave;
7. suitability of a redeployment transfer decision on the basis that the decision will have a detrimental impact of career standing;
8. decision taken in relation to outside work; and
9. other circumstances as may be determined from time to time by the President/Editor in Chief.

Disputes regarding any matters arising under the Associations’ enterprise agreement or in relation to the National Employment Standards will be handled in the accordance with the dispute resolution procedures in clause 9 of the Enterprise Agreement.

**Principles for review of decisions**

In reviewing any decision the independent party will apply the principles of natural justice. The terms of reference will take into account whether or not the employee was given a fair go all round.

**Terms of reference and principles of review**

The terms of reference for a review will, in all cases, be the consideration of whether:

1. the Association followed the procedures which were applicable to the original decision;
2. there is sufficient evidence to support the original finding and/or decision;
3. and, where relevant;
4. whether any proposed disciplinary action was in proportion to the findings of the original decision making process;
5. whether discrimination or victimisation influenced the original decision making process, and
6. in the case of redundancies, whether the Association used fair and objective criteria to determine which position(s) was/were declared excess to requirements.

**Commencing a review**

An employee requesting a review must, within 5 days of the date of notification of a decision, request a review of decision in writing to the President/Editor in Chief outlining their reasons in accordance with the terms of reference above.

When President/Editor in Chief receives an application to review cases other than termination of employment or demotion, the President must make a determination within 10 days.

If the matter is complex, the President/Editor in Chief has a conflict of interest, or it relates to a termination of employment or demotion, it will be referred to an independent party within 5 days.

**Review process**

The independent party may seek and take into account any further material which is material to, or had influenced the decision under review and undertake any processes they deem necessary in reviewing the decision.

The independent party will review the decision, and seek to provide a written report to the President/Editor in Chief within 14 days.

The President will then considers the report, assess the application and make a determination, advise the employee of their determination and provide them with a copy of the report.

**Powers and notification**

In making their determination the President/Editor in Chief has five (5) days from receipt of the report to notify the employee, their supervisor and the original decision maker of their findings, within the Terms of Reference, and the actions to be taken. The President will determine that either:

1. the original decision was appropriate and that it stands. If the decision relates to a termination of employment, the employee will be provided with payment for the unexpired part of any notice period between the initial notification of termination of employment and the outcome of the review; or
2. the original decision making process was procedurally incorrect, or there was insufficient evidence, or discrimination or victimisation influenced the decision. The matter will be reconsidered in accordance with the appropriate decision making process, consistent with the findings of the review; or
3. the proposed disciplinary action is not appropriate under the circumstances and advise what alternate disciplinary action/s, if any, will apply; or
4. the original decision is inappropriate and makes another finding. Where the employee would have received benefits had it not been for the original decision, the Association will make any necessary arrangements to ensure that the employee receives any remuneration or other benefits to which they are entitled.

Until the procedures described above have been exhausted the status quo that existed prior to the actions which gave rise to the dispute the shall be maintained and the parties will not change work, staffing or work arrangements if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. Further, the Association(s) will not terminate an Employee, or allow the termination of an Employee such as through the effluxion of time, where one of the issues in dispute relates to that termination

**References**: Enterprise Agreement Clause 9

Release Date: 1 May 2018

##

## Sexual Harassment and Harassment

***Introduction***

The Associations are committed to proving a safe work environment which is free from harassment and sexual harassment, where all employees are treated with dignity, courtesy and respect.

This document covers the principles that apply to all employees, elected officials, and individuals who enter into a relationship with the Associations.

We have developed a policy on harassment and sexual harassment. We provide periodic staff training on harassment and sexual harassment, and have procedures for complaints outlined in our Employee Grievance Resolution Policy.

***Scope and Application of this policy***

This Policy applies to all Association employees, elected officials and to all individuals who enter into particular relationships with the Associations for a specified time period or time periods, for example contractors and volunteers participating in association activities (referred to as ‘employees’ for the purposes of this Policy).

This Policy applies to employees in all their work-related interactions with each other, and with customers, contacts or clients.

It applies in the workplace or off site, at work-related functions (including social functions and celebrations), while on trips and attending conferences.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Harassment***

Harassment is any unwelcome actions, threats or demands against one party or group of people which embarrasses, offends, humiliates, intimidates or scares the person or group being harassed. Harassment may be physical, verbal or written.

Workplace harassment can take place off site. This includes unwanted phone calls to an employee's or representatives home, following an employee or representative home from work, harassment in online social media or through use of information technology.

 Harassment on the following grounds is illegal under anti-discrimination law:

* race (including colour, descent, ancestry, national or ethnic origin);
* age;
* impairment (including biological, functional, learning, physical, sensory, mobility, cognitive, psychological or psychiatric impairment);
* religious belief or activity;
* sex or gender identity;
* sexual orientation;
* relationship status (including being in a same sex relationship);
* pregnancy, breastfeeding, parental status;
* family responsibilities;
* lawful sexual activity as a sex worker;
* trade union activity;
* political belief or activity;
* association with someone else who is identified because of one of these attributes.

Other behavior that is against the law includes:

* seeking unnecessary information which is not work-related, on grounds which harassment might be based;
* victimisation because a person made a complaint, agreed to be a witness or has had a complaint made against them;
* harassment on the basis of criminal or medical record.

***Sexual Harassment***

Sexual harassment is a specific and serious form of harassment. The Associations will not tolerate sexual harassment in the workplace, at work-related events, between people sharing the same workplace, or between colleagues outside of work or through the use of social media.

Sexual harassment includes, but is not limited to, unwelcome sexual behaviour, which can make a person feel uncomfortable, offended, humiliated or intimidated.

Sexual harassment can be physical, spoken or written.

A single incident is enough to constitute sexual harassment – it does not have to be repeated.

The person being harassed does not need to say that the behaviour is unwelcome. Even if they do not object to inappropriate behaviour in the workplace at the time, it does not mean that they are consenting to the behaviour.

Many people find it difficult to speak up. All employees are responsible for their own behavior. If you think the behavior may offend, then do not do it.

Sexual harassment can include:

* unwelcome comments, such as comments about someone’s private life or appearance
* sexually suggestive or explicit comments, conversation, insults or jokes
* implying promises or threats in return for sexual favours
* displaying sexually graphic material, including offensive screen savers, photos, calendars or objects left on common areas
* sexually offensive communication, like explicit emails, calls, texts or posts on social media sites
* sexually suggestive behaviour, such as leering or staring
* repeated requests to go out
* uninvited touching, like brushing up against someone, fondling, hugging, massaging without invitation, kissing or physical molestation
* indecent exposure or sexual gestures
* implied or direct requests for sex
* stalking
* victimisation

***Responsibility of employees***

The Associations expect all employees, elected officials, representatives, volunteers, members of the Association engaged in Association related activities to create a harassment-free workplace and an inclusive workplace culture.

All employees are expected to comply with this policy; to behave in a professional manner, to not participate in harassing behavior and to treat each other with dignity and respect when they are at work and off-site.

All incidents of sexual harassment – no matter how large or small or who is involved – require employers and managers to respond quickly and appropriately.

The Associations recognise that comments and behaviour that do not offend one person can offend another. This policy requires all employees to respect other people’s limits.

A complaint of sexual harassment can be made using the Associations’ Employee *Grievance Resolution Policy and Procedure.*

***Breach of the policy***

Where harassment or sexual harassment takes place, the Associations will implement the provisions their Underperformance and Misconduct policy. Disciplinary action will be taken in accordance with the Associations Underperformance and Misconduct Policy against any employee found to have breached this policy. The action to take will be assessed in consultation with the complainant and will be appropriate to the breach. Further actions may include:

* an official warning and note on the person's personnel file;
* a formal apology;
* counselling, including further education;
* transfer;
* suspension;
* dismissal for very serious matters; or
* referral to the police for potentially criminal matters.

***Resolving issues***

The Associations strongly encourage any employee who believes they have been harassed or sexually harassed to take appropriate action (see Employee Grievance Resolution procedure.

Please do not suffer in silence. Choose the action you feel most comfortable with.

Employees have the option to address the matter themselves, and discussing it with the perpetrator Release of the harassment or sexual harassment.

Employees also have the option to seek assistance from the Operations Manager, President or Editor-in-Chief for advice, support or action on their behalf.

Employees who make a complaint of bullying, discrimination, harassment or sexual harassment will not suffer any victimisation by the Associations for making the complaint. This also applies to employees who agree to be a witness in a complaint or have a complaint made against them.

***Informal Personal Resolution***

If you want to deal with the situation yourself, you may do so. *However, it is not necessary that you try to resolve the complaint this way.*

This option involves approaching the person responsible for the harassing or sexually harassing behavior yourself. You could tell the person what you are unhappy about, why you are unhappy about it, and what you would like to happen. Taking a person with you for support may be helpful.

Other useful resources include:

Canberra Rape Crisis Centre: 02 6247 2525

***Contact officers***

Contact officers are employees who have been trained to provide confidential and impartial information and support to help other employees make an informed decision about how to try to resolve an issue.

Contact officers will not solve the problem for you, but they can be a very useful sounding board for you to go through this procedure, help you understand the options that are available to you.

The contact officers at ANUSA are Eleanor Boyle and Eleanor Kay.

***Make an internal complaint***

The Associations have an obligation to treat all complaints of harassment and sexual harassment seriously. All complaints will be handled confidentially and impartially, investigated promptly and recommendations implemented.

1. The starting point to resolving a complaint is to talk with someone. This can be your manager/contact officer (or member of an Association Executive if more appropriate). Tell them what your concerns are; explain what has happened and how it has affected you.
2. The person you approach may take immediate action (e.g. removing offensive graffiti or posters).
3. The person you approach may provide a range of options. The manager may speak to the person you are making a complaint about, to see if the situation can be resolved informally.
4. Some matters are not resolved so easily, especially if the person being complained about denies or disputes the allegations, or the issues are complex. Your manager (or another manager if appropriate) may handle your complaint, or refer it to specialist human resource staff or engage an independent external agency. This option will involve an investigation, collecting evidence and witness statements, and making findings and recommendations which will be implemented by the Associations. The following people are available to discuss these options:

Name: Eleanor Boyle

Position: Operations Manager

Location: ANUSA offices

Contact Details: Eleanor.boyle@anu.edu.au or phone 6125 2444

***Employee assistance program***

All Association employees plus the ANUSA Executive & Department Officers and the PARSA employees and Executive are entitled to free, professional counselling from our employee assistance program.

Employees can access the service by visiting www.eapdirect.com.au and registering using our organisational details:

**Organisation Name:** ANU PARSA

**Organisation Token:** PARSA Organisation

**Password:** usrkey

Once these have been entered, each person can create their own confidential account.

To book an appointment or get some more information, please call 1300 360 364

***Make an external complaint***

All Associations staff and Executive are able to make an external complaint of harassment to the Human Rights Commission at <https://www.humanrights.gov.au/complaint-information>

***Other relevant ANUSA policies***

Staff are encouraged to read this policy in conjunction with other relevant Association policies, including:

* Workplace equal opportunity policy
* Flexible work arrangements policy
* Pregnancy and work procedure and policy
* Occupational health and safety policy
* Workplace complaint resolution policy and procedure • Discipline procedure • Mission, vision and values statements
* Enterprise bargaining agreements

***More information***

If you have a query about this policy or need more information please contact your Office Manager, President or Editor-in-Chief.

**References:**

* Human Rights and Equal Opportunity Commission Act 1986
* Race Discrimination Act
* Sex Discrimination Act
* Disability Discrimination Act Discrimination Act 1991 (ACT)
* Fair Work Act 2009 (s. 351 Discrimination)
* Work Health and Safety Act 2011 (ACT)
* Work Health and Safety Regulations 2011 (ACT)

Release Date: 1 May 2018

# **Operations Policy**

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[Underperformance and Misconduct Policy 108](#_Toc11766609)

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#

## Career and Performance Development

***Overview***

This policy provides guidance on career and performance development processes for Association employees.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

The Associations value the contribution of employees to the achievement of Association goals and aims to provide an environment that nurtures and supports employees, enabling them to optimise their contribution to the Associations.

This policy should be read in conjunction with the Associations Incremental Progression policy

***The Principles***

The key principles of the Association’s career and performance development (CPD) Framework are to foster a performance culture by:

* linking organisational efforts to corporate outcomes;
* identifying, measuring and improving performance against corporate goals;
* ensuring employees have a shared understanding of what needs to be achieved;
* providing a mechanism to facilitate communication and feedback on performance;
* identifying and meeting development and career planning needs of employees; and
* recognising achievement in order to reward and retain employees

The CPD Framework provides the basis for managing the performance of its employees. It also enables employees to understand the goals of the organisation and see how their work contributes to the achievement of these goals.

The term “Supervisor” means the PARSA General Manager and ANUSA Office Manager. The Presidents of ANUSA and PARSA and the Editor in Chief of ANUSM are the supervisors of those employees who report directly to them.

***Procedures***

The CPD process normally takes place over a 12 month period and consists of three main stages:

* setting of expectations, which includes discussing and establishing the employee’s role and responsibilities and career goals in order to set expectations and establish resource requirements for the coming year, and develop a career development plan,
* Progress Review, including providing the employee with feedback and holding a formal mid-term progress review, self-reflection, end of employment term assessment, and performance rating.
* Final Review, where the supervisor and employee meet to discuss and review the overall progress and achievements of the employee over the CPD cycle.

It is expected that regular, constructive feedback be provided to employees between formal assessments.

November/December

 Develop CPD Agreement

 ***Ongoing***

 ***Feedback***

 June/July

Conduct a mid-cycle feedback review

November

Conduct an end-of-cycle feedback review

***Review of role/responsibilities***

 At the beginning of each CPD cycle the employee and the supervisor will meet to ensure there is a clear understanding of present roles and responsibilities of the position and that the current position description adequately outlines these. Where necessary the position description will be reviewed and updated.

**Defining expectations**

The supervisor will meet with the employee to discuss and identify expectations and development goals for the coming year that reflect:

* their key accountabilities and goals (expectations) for the review period. These would normally be drawn from the area's annual operational work plan,
* key skills and attributes necessary for employees to achieve success in their position and, where appropriate, future career progression, and
* identified career and development actions to assist the employees achieve personal excellence, maximise their contribution to the Association and, where possible achieve career aspirations.

These discussions are to be summarised using Part A of the Statement of Expectations form.

Expectations describe the tasks and outcomes to be achieved by the employee as a result of carrying out prescribed roles and responsibilities. These will include the manner in which work is undertaken to ensure consistency with the Code of Conduct.

**Review of progress and achievements**

At the mid-term of the CPD cycle the supervisor will meet with the employee to review progress and achievement. These review discussions are an opportunity to provide feedback, support, direction and encouragement in relation to the progress and achievement of the employee’s expectations and development plan.

The review also provides the opportunity for the supervisor and employee to discuss general work issues, including workload, and the operations of the area that affect an individual's contribution.

A summary of the progress review discussion should be recorded in Part B - Progress Review, Section 1 of the Statement of Expectations form.

An end of cycle assessment will be held at the end of the designated CPD period, which is usually a 12-month period. The employee should reflect on their experiences at work over the CPD period, the supervisor and employee should then meet to discuss and review the overall progress and achievements of the employee, identify any critical factors which may have impacted on progress/outcomes and identify an overall performance rating for the employee over the review period.

A summary of the self-reflection, outcome discussion and overall performance rating should be recorded in Part B - Progress Review, Sections 2 and 3 of the Statement of Expectations form.

In cases where development is required or progress and achievement is unsatisfactory, action to address possible underperformance or misconduct should be taken at the earliest time possible. Once such issues are identified, such action should not be delayed until a formal review.

***Performance ratings***

The following ratings are used in the Career and Performance Development Process.

**Outstanding**

Where an employee’s performance consistently exceeds expectations the supervisor may consider and ifapplicable recommend to the President/Editor in Chief:

* an accelerated increment (if available),
* a responsibility loading, or
* confirmation of probation (if applicable).

**Meets All Expectations**

Where an employee’s performance usually meets, and may exceed some, expectations the supervisor should acknowledge this. The supervisor may consider the following and, if applicable, recommend to the President/Editor in Chief:

* incremental progression (if available) on next anniversary, or
* confirmation of probation (if applicable).

**Meets Most Expectations**

Where an employee’s performance meets, but does not consistently meet, expectations - further development is needed. The supervisor will assist the employee to address identified improvement areas through feedback and coaching and their career development plan.

**Expectations not achieved**

The employee’s performance is considered unsatisfactory and action is being taken under the managing underperformance procedures. This rating will be applied where:

* the employee’s outcomes and/or behaviour frequently do not meet expectation and/or expectations are not achieved and/or are considered unsatisfactory,
* frequent direction/coaching and/or extensive development is required, or
* the employee does not apply core skills and attributes in a manner consistent with the ANU values. Where an employee is assessed by the supervisor as "Expectations Not Achieved", it is likely that the supervisor will or has commenced formal discussions with the employee, which may lead to action in accordance with the Underperformance and misconduct policy and the Underperformance Procedures.

***Disputes***

 If a supervisor and an employee cannot agree on the proposed Statement of Expectations the employee may seek a review of the expectations by the President/Editor in Chief or in the case of where the employee reports directly to the President/Editor in Chief they may request that an alternative President/Editor in Chief together with a member of the association executive (noting gender balance) review the matter.

The President/Editor in Chief may confirm the Statement of Expectations after considering the relevant Work Level Standards for the position and level of assigned duties.

***Storage of forms***

The Statement of Expectations form is **Staff-in-Confidence** and the information contained may only be used in matters that are relevant to the staff member's employment within the Association.

The original of the statement of expectations and any other related material will be held by the President/Editor in Chief.

**Reference:** Enterprise Agreement Clause 16.3



**Employee Statement of Expectations**

Period: / / - / /

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name**  |  | **Association** |  |
| **Position** |  | **Fulltime/Part Time** |  |

**Part A – Setting of Expectations**

**Section 1 – Specify Outcomes**

Specify the agreed upon outcomes to be achieved for the review period and measures that will demonstrate your success*.*

|  |
| --- |
| 1.
 |
|  |
|  |
|  |
| **Employee/supervisor comments (optional):**  |

**Section 2 – Career Development Plan**

This section encourages you to think about how your career is progressing, consider your career aspirations and identify ways in which these may be supported over the review period.

|  |
| --- |
| **Talents or Strengths** What do you and your supervisor consider your talents/strengths are? How might they be better utilised, better recognised and/or developed further? |
|  |
| **Career Goals**Consider your career aspirations and goals. *(determine the goals you will need to accomplish in order to achieve your aspirations)* |
|  |
| **Development Needs and Opportunities**What development do you need to improve your performance and/or advance your career? |
|  |
| **Actions**What development actions have you and your supervisor agreed to allow you to meet your current role and agreed career development? |
|  |

**Section 3 – Resources and Support**

Through discussion with your supervisor, identify and agree upon what resources and support the Association can provide to assist you to achieve your career and performance development goals?

|  |
| --- |
|  |

**SIGNATURES:**

**Employee: Date:**

**Supervisor: Date:**

**Part B – Progress Review**

 **Section 1 – Mid-term Progress**

Provide comment on the employee’s progress toward achieving the set expectations and development goals in Part A

|  |
| --- |
| **Mid-term review outcomes** |
| **Expectations** | **Outcomes / Progress** |
|  |  |
|  |  |
|  |  |
|  |  |

**SIGNATURES:**

**Employee: Date:**

**Supervisor: Date:**

**Section 2 – End of Cycle Assessment**

**Self-reflection** This is an opportunity to reflect upon your experiences at work over the review period. You might like to consider what has been most rewarding and most difficult?

|  |
| --- |
| **What do you consider to be your key achievements during this review period? What has and has not worked well and what have you learned from these experiences?** |
|  |
| **What development activities have you participated in which have assisted with the achievement of your objectives or an improvement in your performance?** |
|  |

**Outcomes**

|  |  |
| --- | --- |
| **Expectations** | **Outcomes Progress** |
|  |  |
| 2. |  |
| 3. |  |
| 4. |  |

**Section 3 – Performance Rating**

Consider the employee’s performance over the review period, taking into account all factors which may have affected performance and whether or not the staff member successfully achieved the agreed outcomes for the review period.

|  |  |  |
| --- | --- | --- |
| [ ]  | **Outstanding** | **Performance consistently exceeds expectations.** The supervisor will consider and if applicable recommend to the President/Editor in Chief:[ ]  Accelerated increment[ ]  Responsibility loading [ ]  Confirmation of probation (if applicable) |
| [ ]  | **Meets all expectations** | **Performance usually meets, and may exceed some, expectations.**The supervisor will consider the following and if applicable recommend to the President/Editor in Chief:[ ]  Incremental movement (if available) on next anniversary[ ]  Confirmation of probation (if applicable) |
| [ ]  | **Meets most expectations** | **Performance often meets, but does not consistently meet, expectations – further development needed.** |
| [ ]  | **Expectations not achieved** | **Performance is considered unsatisfactory and action is being taken under the managing underperformance procedure.** |
| **Employee/supervisor comments (optional)**  |

**SIGNATURES:**

**Employee: Date:**

**Supervisor: Date:**

Release Date: 1 May 2018

##

## Compensation for Loss or Damage to Personal Property

***Overview***

This document outlines the procedures to be followed in compensating an employee for the loss or damage to their personal property.

***Scope***

This Policy applies across all student Associations.

“Associations” refers to ANUSA, PARSA & ANUSM.

***Policy Statement***

The Association may authorise reimbursement of an amount considered reasonable to cover the loss or damage to an employee’s personal effects which resulted from the performance of their duties subject to a minimum value of $20.

Notwithstanding the procedures detailed below, the Association may authorise an alternate process for managing this employment condition to suit individual circumstances.

***Consideration of applications for compensation***

Applications for compensation for property loss or damage will be considered on a case-by-case basis and any ensuing payments will be made on an ex-gratia basis. The Association may take into account the age and serviceability of the item when determining the amount of compensation payable.

Where the loss or damage is caused by a defect in the Association’s material or equipment, or is suffered by the employee in protecting the Association’s property from loss or damage, the Office Manager of the area where the damage occurred will consider whether compensation is payable and recommend an appropriate level of compensation.

The President/Editor in Chief will determine whether compensation is payable and determine the appropriate level of compensation for the damage or loss and advise the employee of the amount and payment arrangements.

Release Date: 1 May 2018



## Domestic Violence

***Overview***

This document outlines the Associations’ policy on and approach to providing support to employees who are affected by domestic violence.

***Scope***

This Policy applies across all student associations.

“Associations” refer to ANUSA, PARSA & ANUSM.

***Policy Statement***

The Associations recognise that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Associations are committed to providing support to staff that experience domestic violence.

A person affected by domestic violence who is not an employee but who is an elected officer of the Association will receive similar non-employment related support under this policy.

***Definition of Domestic Violence***

The Associations accept the definition of Domestic Violence as stipulated in the Domestic Violence and Protection Orders Act, 2008 (ACT). The definition of domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family member or former family member against a person or a child or relative of a person.

Family member means spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner.

***General Measures***

The following general measures will be taken:

1. Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Domestic Violence Support Service or Lawyer or any other documentation approved by the President.
2. All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information concerning domestic violence will be kept on an employee's personnel file without their express written permission.
3. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of domestic violence.
4. Where required, the Associations will provide information to affected staff regarding legal and other support services available in respect to domestic violence.
5. An employee experiencing domestic violence may raise the issue with their immediate supervisor or directly with the President/Editor in Chief. The Employee(s) may seek the assistance of the Union or another nominated representative and be accompanied by that representative at any meetings.

***Leave***

The following leave on full pay will be available:

1. An employee experiencing domestic violence who has provided proof or validation acceptable to the President/Editor in Chief will have access to 5 days (pro rata) per year (non-cumulative) leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.
2. An employee affected by domestic violence may also use Personal/Carer’s leave where needed for the employee to care for their own well-being or the well-being of affected family members.
3. An employee who supports a family member experiencing domestic violence may take Personal/Carers leave to accompany them to court, hospital or to mind children.

***Individual Support***

In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Associations, in addition to the above will approve any reasonable request from an employee experiencing domestic violence that may assist the employee while affected by domestic violence.

An employee experiencing domestic violence will be referred to local resources, including professionals trained specifically in domestic violence.

The following individual support may also be available:

1. Access to the Associations’ EAP provider;
2. Changes to their span of hours or pattern or hours and/or shift patterns;
3. Job redesign or changes to duties;
4. Relocation to suitable employment or alternative work location within the Associations where a suitable alternative is able to be identified;
5. change to their work telephone number or email address to avoid harassing contact;
6. Any other appropriate measure including those available under existing provisions for flexible work arrangements.

Such alternatives may be agreed on a temporary or permanent basis, on a case by case basis. In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

**References:** Enterprise Agreement Clauses 4 and 20.4

*Domestic Violence and Protection Orders Act, 2008 (ACT)*

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Employment and Selection

***Overview***

This document outlines the principles underpinning the recruitment, selection and appointment of Association employees.

***Scope***

This Policy applies across all student Associations.

“Associations” refers to ANUSA, PARSA & ANUSM.

***Policy Statement***

The recruitment, selection and subsequent appointment of employees will be conducted in accordance with this policy and the related procedures.

The Associations are committed to the operation of fair and transparent recruitment and selection processes in order to attract, select and retain the highest standard of employees. This requires an equitable, competitive and timely recruitment process.

The Associations seek to:

* maintain the merit principle of appointing the best candidates through a competitive selection process;
* provide equal opportunity for all candidates;
* promote a diverse workforce, by encouraging members of underrepresented employment groups to consider employment with the Associations;
* ensure that the selection process is efficient and effective; and
* maintain applicant confidentiality.

**Types of Employment**

***Continuing employment***

Continuing employment means all employment other than fixed term, casual employment or those employed on a recognised employment schemes. A continuing appointment is made for an indefinite period and may be full time or part time.

Continuing employment should not be restricted on the grounds that funding from government or funding comprised of payments of fees made by or on behalf of students by the University is not guaranteed.

***Fixed term employment***

Fixed term employment means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Fixed term appointments may only be used where an employee is carrying out a limited time defined project or an inherently time-limited role, implementing a research project, temporarily replacing an employee on leave, as a pre-retireme funding (not being a position funded by an operating grant from government or student fees).

Where a fixed term appointment is made for a specific task or project or role, the employment contract may, in lieu of a finishing date, specify the circumstance(s) that results in employment ceasing. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to Associations (except where funded by an operating grant from government or student fees).

***Fixed-term contract employment subsidiary to studentship***

Where a person is enrolled as a student, fixed-term contract employment may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student’s academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

* such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
* that an offer of fixed-term employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship.

***Part time employment***

Part time employment may be continuing or fixed term. A part time employee is entitled to the same employment conditions, calculated on a pro rata basis, as an equivalent full time employee.

A part time employee will either:

1. work a regular pattern of hours which totals less than the full time hours in a pay period; or
2. have a regular pattern of employment which, over a specified period is equivalent to an agreed number of part time hours in a pay period, for which the staff member will be paid accordingly; or involves agreed periods of attendance on full pay and periods of stand-down without pay.

***Casual employment***

Casual employment is one where the employee is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours on an intermittent or irregular basis.

A casual employee will be paid a loading of 25% in lieu of Public Holidays all paid leave entitlements, including long service leave. A casual employee’s employment may be terminated by the Association or the employee by giving one hour's notice, or by the Association paying or the employee forfeiting one hour's salary in lieu of notice.

**Selections Process**

***Short Term Vacancies***

Vacancies up to a maximum of 6 months duration may be filled by seeking expressions of interest from existing employees.

Where the vacancy attracts an expression of interest from one person only, the President/Editor in Chief may exercise their discretion to appoint that person to the position.

Where two or more current employees express interest in the position, the President/Editor in Chief must establish an Appointments Committee as set out below to interview the applicants.

Where no expressions of interest are received, or no employees expressing interest meets the selection criteria to a degree where he/ she could effectively carry out the duties with minimal training, the President/Editor in Chief may choose to advertise the position externally.

***New or vacant positions***

Before a new or vacant position is advertised it may be filled by seeking expressions of interest from existing employees.

Where the vacancy attracts an expression of interest from one person only, the President/Editor in Chief may exercise their discretion to appoint that person to the position.

Where two or more current employees express interest in the position, the President/Editor in Chief must establish an Appointments Committee as set out below to interview the applicants.

Where no expressions of interest are received, or no employees expressing interest meets the selection criteria to a degree where he/ she could effectively carry out the duties with minimal training, the President/Editor in Chief may choose to advertise the position externally.

Where a position is advertised, the President/Editor in Chief will establish an Appointments Committee as set out below to interview the applicants.

***Appointments Committee***

All appointments will be made by an Appointments Committee. The Appointments Committee shall comprise three members: the Office/General Manager, a member of the Association executive where the vacancy exists and a third independent person. The Appointments Committee must represent more than one gender diversity.

The Appointment Committee is responsible for short-listing candidates, interviewing candidates and recommending to the President/Editor in Chief the preferred candidate for appointment and on what salary within the salary range advertised the person should receive.

The Appointments Committee shall select the preferred candidate who, on the written evidence and oral information provided by the referees, best meets the selection criteria. Notwithstanding this, the Appointments Committee retains the right to recommend that an appointment not be made.

**References**: Enterprise Agreement Clauses 12 and 14

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Flexible Working Arrangements

***Overview***

This document outlines the Associations’ policy on and approach to providing an environment where employees are able to gain access to flexible working arrangements which recognise client needs, work and personal commitments.

***Scope***

This Policy applies across all student associations.

**“Associations” refer** to ANUSA, PARSA & ANUSM.

***Policy Statement***

Employees will have access to flexible working arrangements which include part-time work, job share arrangements and working from home in appropriate circumstances. Flexible working arrangements allow employees and the associations to vary hours, and patterns of work, to meet the administrative priorities of the association and the employee’s personal commitments, taking into account the operational requirements of the work area. Applications for flexible work arrangements will only be refused on reasonable business grounds.

The standard hours per week for a full-time employee are 35 hours per week as the standard ordinary hours of duty to be worked on Monday to Friday, worked between the hours of 8.00 am and 7.00 pm.

Part-time employees are required to work the hours per week set out in their employment contract.

***Breaks***

Employees will not be required to work more than five consecutive hours without a meal break of at least 30 minutes. Time taken as meal breaks will not be paid for and will not be counted as time worked.

***Flexible working arrangements***

Employees may request flexible working arrangements in accordance with section 65 of the Fair Work Act 2009 (the Act). Approval to undertake part-time work will not be withheld for employees with responsibility for the care of a child under six years of age.

The above clause does not prevent an employee from requesting flexible working arrangements including part-time work, job sharing and home based work, in circumstances other than those in section 65 of the Act. The Associations are willing to sympathetically consider requests from employees who wish to enter into job share or other flexible working arrangements. Such requests will be dealt with on a case by- case basis

Under the National Employment Standards of the Act certain employees have the right to request flexible working arrangements. These include changes to:

* hours of work such as changes to start and finish times,
* patterns of work such as split shifts or job sharing,
* locations of work (such as working from home

Employees who have worked with the Associations for at least 12 months can request flexible working arrangements if they:

* are the parent, or have responsibility for the care, of a child who is school aged or younger
* are a carer (under the Carer Recognition Act 2010)
* have a disability
* are 55 or older
* are experiencing family or domestic violence, or
* provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

An employee can request flexible working arrangements to assist them with these circumstances. Where an employee requests a flexible work arrangement, they may be required to submit the request in writing, detailing the changes sought and the reasons for the change. The President/Editor in Chief will commit to providing the employee with a written response to the request within 21 days, stating whether the request has been granted or refused. If the request has been refused, the President/Editor in Chief will provide written reasons for the refusal. Any disputes in relation to requests for flexible working arrangements will be handled in accordance with the Dispute Resolution Procedures at Clause 9 of the Enterprise Agreement.

***Breastfeeding***

The Associations will support breastfeeding employees through promotion of the Associations’ policy and workplace provisions for breastfeeding, including providing information about where to access appropriate facilities.

***Childcare***

Following consultation with the President an employee may, when it is agreed appropriate and safe to do so, bring one or more children to work where this does not conflict with the performance of the employee or other employees. Requests by employee to bring their children to the workplace shall be treated sympathetically.

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

**References**: Enterprise Agreement Clauses 9 & 21

*Fair Work Act 2009*

National Employment Standards

Release Date: 1 May 2018



## Grievance Management

***Overview***

This document outlines Association and individual responsibilities in relation to the management and resolution of employee grievances.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

It is the intention of this policy to establish a system for all employees to address staff grievances and resolve them effectively (including those of discrimination, harassment, bullying or other serious complaints) through a common process of explicit discussion and review. The grievance policy and procedures are not intended to be an end in themselves, nor a prejudicial process nor a punishment. Parties agree to use all necessary stages in the grievance resolution procedure to ensure that issues receive prompt attention and are resolved if possible by conciliation. A party that seeks to resolve a grievance other than in accordance with this procedure will be referred to this grievance resolution procedure.

During implementation of the grievance resolution procedure, work within the Association will proceed without stoppage or the imposition of any bans, work limitations or restrictions except in the case of genuine occupational health and safety issues.

The employee who has a grievance will be encouraged to participate in the grievance resolution cooperatively. An individual staff member may have a grievance regarding a personal matter such as the approval of leave, access to higher duties, etc.

This procedure relates to the resolution of personal grievances outside of the operation of the employment Contract or the Enterprise Agreement, which have dispute resolution procedures regarding the operation of the employment Contract, or the Enterprise Agreement. However, this procedure is not intended to preclude ultimate access by either party to any lawful conciliation or arbitration body.

It is expected that grievances will be managed sensitively and as quickly as possible. Unless otherwise stated, general timeframes are provided in this procedure as a guide only - matters will vary due to complexity and availability of parties. Similarly, it is expected that grievances will be lodged promptly and not after a lengthy delay or in relation to matters that would reasonably be seen as historical.

Supervisors and management are advised to seek advice where there are allegations of sexual harassment, discrimination, workplace bullying as these issues may have technical components under particular employment equity, WHS and/or industrial legislation and appropriate handling requires access to appropriate expertise.

In some circumstances, where the grievance has been raised against a supervisor or a President or the Editor in Chief, the President/Editor in Chief will appoint someone outside the reporting line to undertake either conciliation or review the grievance matter.

***Procedure for resolution of employee grievances***

**Stage 1**

It is expected that before needing to initiate formal grievance procedures, employees will generally try to resolve concerns directly with the person(s) concerned and at a local level wherever possible. Employees are encouraged to raise issues with their supervisor or the President/Editor in Chief, especially if these are adversely affecting the work environment.

**Stage 2**

If the issue is not settled at Stage 1, the employee/s and the employee’s representative will meet with the Supervisor.

**Stage 3**

In cases where a grievance is against a President or the Editor in Chief or where an employee remains dissatisfied with the process after Stage Two, the grievance may be lodged with an alternative President or the Editor in Chief.

Alternatively, the President or the Editor in Chief may suggest that someone else conduct the process and this may include referring the matter to an external mediator or consultant. The President or the Editor in Chief will write to the employee should this course of action be taken. Stage Three grievances must be lodged in writing stating the facts and issues, outlining the remedy sought. In the case of review of previous stages, this document must state how and why the previous Stages have failed to address the grievance and be lodged within five working days of the outcome of Stage 2.

Within two working days, the President or the Editor in Chief (or nominee) will clarify the details of the grievance or the dissatisfaction with the earlier stages and subsequently advise any other persons of the particulars of the Stage Three grievance.

Within ten working days, the President or the Editor in Chief will assess the details or process that occurred to determine the merits of the grievance, providing the opportunity for any additional input, and maintaining an open mind. The President or the Editor in Chief (or nominee) will assess/re-assess any documentation or supporting material and seek further material, as required. Having regard to the facts, issues and any additional information discovered, the President or the Editor in Chief (or nominee) will make a determination on the grievance or review of the earlier stages.

***The Principles of Natural Justice***

Principles of natural justice will be observed in dealing with grievances or complaints. All parties will have the opportunity to express their point of view, provide relevant information, and respond to the issues raised.

A grievance may not be considered and resolved where it appears frivolous or vexatious.

***Confidentiality***

The Association undertakes to maintain confidentiality as far as is possible. Only the relevant parties will be involved in resolution and investigation process.

Employees and any complainants will be encouraged to observe confidentiality, as this is likely to achieve the fairest result for all concerned.

***Record Keeping***

Clear and accurate written records must be kept of all interviews and the steps taken in the resolution and investigation process, with a focus on factual information and objectiveness. All correspondence must be kept and filed in the Association’s records management system on personnel files which shall remain confidential.

***External Review***

If the matter is not settled at Stage 3 the employee may seek resolution through the relevant external body/organisation.

**References:** Enterprise Agreement Clause 9

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Incremental Progression

***Overview***

This document outlines the processes to be followed where an employee is paid an annual salary increment.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

An employee may be eligible to be paid at the next salary step dependant on the rating received in the Career and Performance Development Process.

This policy should be read in conjunction with the Associations Career and Professional Development Policy.

***Incremental progression***

Incremental progression through the salary structure within a classification is dependent upon:

* the employee’s acquisition of new skills, experience, knowledge; and
* satisfactory performance (Meets all expectations) against an agreed Statement of Expectations.

Where it is likely that an increment may be withheld the employee shall be advised in writing three months prior to the increment date. Such advice shall include the action requited by the employee if they are to be eligible for incremental advancement

Incremental progression will occur unless the employee is subject to Underperformance or Misconduct processes or where the employee is rated as not meeting expectations at their annual performance review.

Where an employee is rated as “Meets most expectations” or “Expectations not achieved” Payment of an increment will be deferred until such time as the employee is rated as “Meets all expectations”

***Accelerated Increments***

A supervisor may recommend to the President/Editor in Chief that the employee receives an accelerated increment (Move the employee to a higher increment level than they would otherwise move to) if:

* Following a performance review against their Statement of Expectations agreement, the employee has received a rating of ""Outstanding" to recognise exceptional development and performance beyond normal expectations; or
* As an alternative to awarding a Market Loading if:
	+ There is evidence of higher salaries being paid externally for the particular occupational group or position and it is therefore likely that the Association would have difficulty in filling a position if it became vacant; or
	+ There is high turnover of staff and where higher external salaries have been documented as being a significant contributing factor.
	+ The employee is not at the top of the salary range.

***Appointment of new employees at an increment above the base***

Normally new employees are appointed at the base increment for the relevant classification level. However, the Chair of an Appointments Committee may recommend to the President/Editor in Chief that the employee be appointed above the base (as an alternative to offering a market loading,) if:

* There are demonstrated difficulties in attracting and retaining appropriately qualified or experienced employees to particular positions and there is evidence of higher salaries being paid externally for the particular occupational group or position; or
* The recommended employee has demonstrated they have already acquired the skills, experience and knowledge commensurate with those of other employees at higher increments within the classification level; or
* There is high turnover of employees and where higher external salaries have been documented as being a significant contributing factor.

***Casual Employees***

Casual employees are not entitled to incremental progression.

***Approvals***

Payment of increments must be authorised by the President/Editor in Chief.

**Reference:** Enterprise Agreement Clause 12.3

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Leave

***Overview***

This document outlines the policy and procedures for taking leave.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & Woroni.

***Policy Statement***

The policy of the Associations is to provide employees with an opportunity to take a reasonable break from work to enhance the quality of their personal life and consequently be in a better position to meet their employment responsibilities.

***General***

The following conditions apply to all types of leave:

* All leave will be accrued, granted and processed in accordance with this policy and will be subject to the provisions of the Student Associations of the Australian National University Enterprise Agreement 2016 -2019 and the minimum entitlements under the National Employment Standards in the Fair Work Act 2009.
* All applications for leave, either paid or unpaid are to be made using the Associations Human Resource Management/Payroll system, Xero.
* All paid absences will count as service for all purposes.
* Casual employees receive a salary loading of 25% in lieu of public holidays, and all paid leave entitlements.
* A part time employee is entitled to the same leave and absence entitlements as a full time employee in an equivalent position, except that leave will be accrued and paid on a pro rata basis.
* If an employee takes leave at half pay his or her leave accruals and employer superannuation contributions during the period of leave at half pay will be on a pro rata basis.
* Where practicable, all absences must have prior approval. Employees should give sufficient notice to permit consideration of the application and, if approved, to permit alternative arrangements to be made for his/her duties to be fulfilled.
* Where an employee is absent without having obtained prior approval, the Association may cease paying the employee’s salary for the duration of the absence. If such unapproved absence is for an extended period, the Association will be entitled to assume that the employee has abandoned his/her employment, and take steps to terminate their employment.
* A Delegate must exercise their delegation to approve a leave application in accordance with the conditions and approval arrangements specified in this policy.

***Annual Leave***

Full-time employees, excluding casual employees, are entitled to 22 days paid Annual Leave per annum which is cumulative and accrues on a daily basis. Employees may access Annual Leave at half pay.

If an employee has in excess of two (2) years’ annual leave entitlement, and they have not applied for leave which will eliminate the excess, the supervisor will inform them that leave must be taken at a mutually agreed time within the next four (4) months. The amount of leave to be taken must be sufficient to reduce the excess leave, to below the one (1) years’ annual leave entitlement. Employees have the option of cashing out any accrued Annual Leave in excess of 20 days. Where a Public Holiday occurs during a period when an employee is absent on Annual Leave no deduction shall be made from Annual leave credits for that day.

***Personal/Carer's Leave***

Employees are entitled to 20 days paid Personal leave per annum for personal illness, bereavement or for care of immediate family or member of the employee’s household, essential religious or cultural purposes; wellbeing purposes or compassionate grounds. Employees with more than 3 years’ service are entitled to 25 days paid Personal/Carer’s leave per annum.

Immediate family means spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner Bereavement leave of five paid days per occurrence will be granted on the death of an employee’s family or household. This leave is in addition to Personal Carers leave.

A continuing employee or a fixed term employee engaged for a period in excess of 12 months will be credited with the 1st year's entitlement. Second and subsequent year's entitlement accrues throughout the year and available on the anniversary of appointment. Personal/Carer’s leave may also be used for bereavement (up to 5 days per occasion in the case of loss of an immediate family member), cultural leave for essential cultural or religious obligations the employee is required to observe, or other compassionate or compelling grounds approved by the employee’s President/Editor-in-Chief.

If the period of employment is for 6 months or less, employees are entitled to 10 days paid Personal/Carer's leave for personal illness or caring purposes which will be credited on commencement. If an employee has no entitlement to paid Personal/Carer's, they are entitled to unpaid carer's leave in accordance with section 102 of the Fair Work Act 2009.

An employee who contracts an infectious disease classified as notifiable to the ACT Department of Health, or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, shall be granted isolation leave on full pay for the period that the employee is required to be absent and shall not have such leave deducted from sick leave credits.

***Supporting evidence***

An employee unable to attend for duty must ensure their manager is advised as soon as reasonably practicable. Failure to do so may result in the absence being treated as an unauthorised absence. Supporting evidence for Personal/Carers Leave will be required for absences in excess of 3 consecutive days (incl. a weekend) or an aggregate of 6 individual days in a 12 month period.

A certificate from a registered physiotherapist, registered medical practitioner, registered Pharmacist, registered chiropractor, registered dentist, registered osteopath, registered optometrist, registered naturopath, registered clinical or counselling psychologist or a statutory declaration by the employee shall be accepted as proof of illness.

In the absence of such proof, the period of absence from duty shall be without pay or, at the request of the employee, shall be deducted from the Annual leave credits of the employee.

***Compassionate Leave including Bereavement Leave***

Employees are entitled to two days per occurrence paid Compassionate Leave (in addition to Personal Leave) in accordance with the National Employment Standard. Employees are also entitled to up to five days per occurrence (in addition to Personal Leave).

For the purposes of personal/carers leave and compassionate leave immediate family means spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the employees spouse or de facto partner.

Casual employees are entitled to 2 days per occurrence unpaid Compassionate Leave in accordance with section 104 of the *Fair Work Act 2009.*

***Public Holidays***

Employees will have the benefit of public holidays which are gazetted by the Australian Capital Territory government as public holidays in the Australian Capital Territory. Part time employees will not be paid for any public holiday which falls on a day the employee is not rostered to work. Nor is the employee entitled to any pro rata payment in lieu of the public holiday.

***Leave over Christmas Period***

Employees are entitled to paid leave during the period 24 December to 1 January inclusive for those days that are not prescribed as public holidays. If the University Christmas closedown is extended by the Vice Chancellor employees will be granted additional paid leave.

**Leave Associated with the Birth or Adoption of a Child**

***Parental Leave***

After 12 months continuous service, an employee will be entitled to 52 weeks absence of which 20 weeks leave will be at full pay or 40 weeks at half pay. Paid leave to a maximum of 20 weeks will count for service for all purposes. If the employee’s partner is also employed by the Association, the unpaid leave may be shared with the partner, but the total unpaid leave remains the same.

***Paid Adoption Leave***

After 12 months continuous service, if an employee adopts a child and are the primary caregiver for the adopted child, they will be entitled to 20 weeks leave at full pay or 40 weeks at half pay for adoption purposes. Paid leave to a maximum of 20 weeks will count for service for all purposes.

The adoptive child must not be the employee’s or the employees partner’s child or step-child unless the child has not been in the employee’s or the employee’s partner’s custody and care for a significant period.

***Paid Fostering Leave***

After 12 months continuous service, if an employee is appointed as a legal foster carer, the employee will be entitled to paid Fostering Leave of 20 weeks for the purposes of fostering a child. Fostering Leave may be taken in one block or as separate absences over a period of time at the discretion of the employee’s supervisor.

The fostered child must not be a child or step-child of the employee’s or the employee’s partner unless that child had not been in the custody and care of the employee’s or the employees partner for a significant period. Paid leave to a maximum of 20 weeks will count for service for all purposes.

***Paid Partner Leave***

After 12 month’s continuous service, an employee will be entitled to 10 days paid Partner Leave within 1 month of the birth, adoption or fostering of a child. If the employee accesses paid Parental Leave, Adoption Leave or Fostering Leave they are not entitled to Paid Partner Leave for that child. For periods of employment of less than 12 months’ leave associated with the birth, adoption or fostering of a child, those employees eligible to access paid Parental Leave, Adoption Leave or Fostering Leave will be granted paid leave on the basis of 1.6 weeks leave for each completed month of service.

***Unpaid Parental (Maternity, Paternity, Adoptive) Leave***

Employees, including casual employees are entitled to unpaid Parental Leave in accordance with Part 2-2 of Division 5 the Fair Work Act 2009.

For casual employees to be eligible for unpaid parental leave they need to have;

* been working for the Associations on a regular and systematic basis for at least 12 months,
* a reasonable expectation of continuing work with the Associations on a regular and systematic basis, if it had not been for the birth, adoption or fostering of a child.

***Domestic Violence***

An employee experiencing family violence who has provided satisfactory proof in accordance with the Associations’ policy will have access to 5 days (pro rata) per year (non-cumulative) special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

Individual support for employees experiencing family violence will be in accordance with the Associations’ policy on Domestic Violence. An employee who supports a family member experiencing domestic violence may take personal/carers leave to accompany them to court, hospital or to mind children.

***Long Service Leave***

An employee will be entitled to long service leave of thirteen weeks after ten years’ service and at the rate of 1.3 weeks for every additional year of service thereafter. Employees with seven (7) years eligible service are able to access long service leave. Such leave shall be on full pay unless the employee elects to convert all or part of the period of entitlement to double the period by taking leave on half pay.

Casual employees will accrue long service leave based on the hours that they work.

The Associations will recognise service credits for long service leave for prior service as an employee of an Australian university or another student association representing students at an Australian university.

An employee shall be entitled to have service with previous employers of the employee listed above recognised for the purpose of determining the long service entitlement of the employee provided that-

* except as provided otherwise below, any break in service with such employers does not exceed twelve months;
* an employee on or after the date of this Agreement shall make any claim for recognition of service within six months of the date of appointment. The President/Editor in Chief shall, as soon as possible after the date of the employee's appointment but no later than twelve months from that date, notify the employee in writing as to the amount of service with previous employers recognised for long service leave purposes. A notice giving full details of the provisions for transfer of long service leave credits shall be provided to the employee with the letter of appointment.
* a claim for recognition of service shall only be approved upon the production of evidence satisfactory to the Association.
* in the case of an employee employed on or after 1 December 1998 the amount of service with previous employers recognised for long service leave purposes shall not exceed ten years.

Where service with another employer is recognised for long service leave credit, the President/Editor in Chief may require that a period of service with the Association not greater than three years be completed before an employee is eligible to take long service leave.

An employee with seven years or more service shall be entitled to take long service leave at a time of his or her choosing provided that at least six months written notice is given by the employee of intention to take such leave or, in the absence of such notice, the President/Editor in Chief is satisfied that alternative arrangements can be made to cover the workload of the employee. An employee may take all or portion of the long service leave entitlement of the employee on a continuous basis provided that a minimum continuous period of one month on full pay or two months on half pay shall be taken at any one time.

Where an employee has had a leave balance of thirteen weeks or more for three years, the President /Editor in Chief may, direct that employee to take that leave or such minimum number of weeks as may be required. Such leave shall be commenced within a period of two years from the date of the issue of such written notice.

If an employee is ill during long service leave and sends immediately on recovery a medical certificate certifying the nature and period of illness, it will be debited against Personal/Carers leave credits and, unless the leave of absence on long service leave is extended, the period of illness shall be recredited to the employee's long service leave entitlement.

* Subject to the conditions governing Annual leave, employees may add to the period of absence on long service leave: not more than two years entitlement of Annual leave; and
* any gazetted public holidays and which fall within or adjoin the long service leave period and payment for such holiday shall be at full pay.

***Payments in Lieu of Long Service Leave***

In the circumstances listed below, and provided the minimum qualifying periods shown have been served, payment shall be made to the employee (or in the event of death to the executor or administrator of the deceased's estate) of a sum calculated at the rate of one and three tenths weeks’ salary for each full twelve months service remaining after deduction of service for which long service leave (or salary in lieu) has been taken, and one-twelfth of the annual entitlement for each completed month in respect of a partly completed year of service:

**Circumstances Minimum Qualifying Period**

Retirement/contract non-renewal 4 Years

Redundancy 0 Years

Death 4 Years

Resignation through ill health (certified to be permanent) 4 Years

Resignation under other circumstances 7 years

Dismissal 7 Years

***Calculation of Payment in Lieu of Long Service Leave on Termination of Employment***

Where the employment of an employee who is entitled to long service leave is terminated, payment in lieu of long service leave shall be calculated on the basis of:

* salary at the date of resignation, retirement, death, retrenchment or dismissal;
* higher duties allowance at the rate in force at the date of resignation, retirement, death, or retrenchment provided the employee had, at that date, performed the higher duties for at least twelve months.

Where an employee uses all or part of the long service leave entitlements of the employee no notice of intention to use long service leave credits shall be required from the employee and the requirement for a minimum period of long service leave to be taken shall not apply.

***Rate of salary whilst on long service leave***

If an employee is granted long service leave and will be returning to duty at the expiration of such leave, they may receive payment in advance of:

* salary together with any increments which will fall due in the course of the leave;
* higher duties allowance at the rate in force at the date of commencement of leave, provided the employee has performed the higher duties for at least twelve months at the date of commencement of leave

***Leave for Defence Reservists***

If an employee is a Defence Reservist they will be entitled to leave in accordance with the policy of the Defence Reserve Support Council.

***Community Service Leave***

An employee will be entitled to Community Service Leave in accordance with section 108 of the Fair Work Act 2009, including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties. Community Service leave for emergency services reasons may be paid or unpaid at the discretion of the President/Editor in Chief.

***Jury Service***

An employee required to attend a Court for the purpose of jury service will be entitled to leave on full pay for the duration of such attendance. Accordingly they are not entitled to retain any Jury service fee paid to them as a result of their attendance.

***Employees called as witnesses***

An employee required as a witness on behalf of the Association, the Commonwealth or a State/Territory or an organisation in arbitration proceedings will be entitled to leave on full pay for the duration of such attendance. Accordingly they are not entitled to retain any fee paid to them as a result of their attendance.

***Workers Compensation Leave and Make-Up Pay***

An employee shall be entitled to "make-up" payments for any absence for which they are entitled to workers compensation, up to a maximum period of 6 months. Such make-up payments shall be the difference between the employee's ordinary weekly salary and the workers compensation payments for the period of the absence.

***Leave to attend trade union training courses or seminars***

Leave with pay may be granted to employees who are members of the Union, to attend short trade union training courses or seminars on the following conditions:

* that the operating requirements of the Associations permit the grant of leave; • that the scope, content, and level of the short course are such as to contribute to a better understanding of industrial relations;
* leave of absence granted shall be with full pay but excluding payments for overtime;
* leave of absence granted shall count as service for all purposes;
* leave of absence granted under the condition may include any necessary travelling time in normal working hours immediately before or after the course, seminar, etc.

The term "short" course includes courses of either:

* one half day to six days full time; or
* one day or a part of a day regularly each week or fortnight for a limited time (generally not beyond a total course time of eight days); or
* occasionally, courses of up to four weeks duration.

Expenses associated with attendance at a trade union training course or seminar other than the employee’s salary will not be a charge against the Associations.

***Purchased Leave***

Employees are able to purchase up to 4 weeks additional annual leave in any 12 month period by paying for the leave progressively over the course of the relevant period.

The scheme provides greater flexibility for employees to balance their work and other commitments, providing operational requirements can be met.

Details of the scheme are provided in the Associations Purchased leave Policy

***Other Leave***

The President/Editor in Chief, may grant an employee Other Leave, paid or unpaid, at the absolute discretion of, and on such terms determined by, the President/Editor in Chief.

**References:** Enterprise Agreement Clause 20

*Domestic Violence and Protection Orders Act, 2008 (ACT)*

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Overtime

***Overview***

This document outlines the processes to be followed where an employee is required to work overtime.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

Where there is additional work demand employees may be required to work overtime. Employees have the choice of either claiming overtime or time off in lieu (calculated at overtime rates) for the hours worked on overtime. Overtime payments, or time off in lieu, are available to both full-time and part-time employee.

Student Representatives are not entitled to overtime. The Associations recognise that Student Representatives may be required to undertake some duties such as meetings outside their normal working hours and thus the Student Representative salary contains an additional component in lieu of overtime.

***Payment of Overtime***

An employee may be required to work reasonable overtime subject to the conditions below. Overtime is to be worked at the prior direction of the President/office manager, or if the circumstances do not permit prior direction, subsequent approval in writing by the President/office manager.

Overtime is work which is performed at the direction of the office manager and which is in excess of the employees ordinary number of hours of work and/or required to be worked outside the flextime span.

Overtime will be paid in accordance with the following table.

**Time of work Overtime rate**

Monday to Friday 150% for first 3 hours 200% thereafter

Saturday 150% for first 3 hours 200% thereafter

Sunday 200%

Public holiday 250%\*

*\* 250% includes payment of ordinary hours*

An employee may be required to work reasonable overtime. However, where an employee has personal commitments or personal circumstances arise, and where the nature of those commitments or circumstances are such that it would be unreasonable for the Association to prevent the employee from attending to them, the employee may refuse to work outside their span of hours.

The salary of an employee for the purpose of overtime payment shall include higher duties allowances.

Overtime is payable to casual employees only in respect of work in excess of 7 hours on one day. In respect of such excess, the casual employee shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full-time employee, or the casual loading, but not both.

An employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of two hours at the appropriate overtime rate.

An employee who has worked overtime will be given a minimum break of ten hours between the end of one period of duty and the beginning of the next. An employee required to resume or continue to work without having a ten hour break off duty is entitled to be absent from duty without loss of pay until a ten hour break has been taken, or be paid at 200% of the ordinary rate until released from duty.

Where an employee is required at short notice to work until it is too late to travel by the last public transport or other regular means of commuting to his or her usual place of residence, the Association will provide appropriate transport free of charge.

Where an employee works overtime to the end of or beyond a meal a period, they are entitled to receive a meal allowance of $22.50.

***Time off in lieu (TOIL)***

Employees may, with the agreement of the office manager take time off in lieu of payment for overtime - the period of TOIL will be at the same rate as the applicable overtime rate. TOIL is to be taken at a time agreed between the employee and their supervisor. Where possible, TOIL must be taken within three months (unless other arrangements are made with the employee’s supervisor) of its accrual and should not be allowed to accrue to more than thirty‐eight hours at any one time.

If it is not practicable for TOIL to be taken within the agreed timeframe due to unforeseen circumstances (such as short staffing due to illness), the Employee and the employee's supervisor may agree to alternative arrangements for the taking of TOIL.

Employees classified at level 7 or above are not be eligible to receive payment for overtime. Such employees however will be eligible to receive time off equivalent to the period of overtime worked in accordance with the relevant overtime rate.

**Reference:** Enterprise Agreement Clause 22

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018



## Payment of Wages

***Overview***

This document outlines the Associations’ policy on the payment of wages.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & Woroni.

***Policy Statement***

Employee salaries, including allowances and overtime, will be paid fortnightly on the Thursday immediately following the pay period by electronic funds transfer.

Where an employee incurs fees or charges from their financial institution because their salary was not paid on the Thursday immediately following the pay period because of the actions or non-actions of the Association the Association will on the production of documented evidence detailing such fees and charges reimburse the fees and/or charges incurred.

***Salary Packaging***

Employees will be able to participate in the Association’s salary packaging arrangements. Information on the Association’s salary packaging arrangements can be obtained from the ANUSA or PARSA Finance Officers.

**References:** Enterprise Agreement Clause 12.3 & 17.2

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018



## Probation

***Overview***

This document outlines the processes to be followed where an employee, other than a casual employee may be required to serve a probation period.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

The purpose of probation is to provide a period at the commencement of employment in which a probationary employee’s suitability to the position, to the Association and to the workplace can be assessed. During a probation period, the Association will offer appropriate support, development opportunities and feedback to assist the probationer to achieve confirmation of employment.

***Procedures***

Probation is the initial period of employment when the suitability of a new employee (other than a casual employee) to have their appointment confirmed is determined. It provides an opportunity for the Association to determine whether a new employee meets the standards required for confirmation of appointment. The employee’s employment offer will specify the period of the probation.

Probation entails setting and clarifying work performance standards for employees. During a probation period the Association will offer appropriate support, development opportunities and feedback to assist the probationer to achieve confirmation of employment.

Confirmation of employment may be approved at any time during the probationary period. Employment will be deemed confirmed, and the probation period concluded, where a staff member is promoted to a higher level during the probationary period.

Except in a case of serious misconduct, a probationer whose employment is annulled will be given four 2 weeks’ notice.

***Probation periods***

The length of the probation period will be reasonable, having regard to the nature and circumstances of the offer of employment and will not exceed the following:

**Type of appointment:**

Fixed term employee

**Probationary periods:**

Three (3) months for a contract up to twelve (12) months, six (6) months for others. No probation period required for second and subsequent employment for the same position.

***A new probation***

The Association will ensure that probation procedures are complied with in developing probation objectives, including required meetings between supervisors and probationers.

The Association will ensure there are regular meetings scheduled between the supervisor and a probationer, that appropriate documentation is provided and that there is the opportunity for feedback. As soon as is reasonably practicable following a probation meeting, the supervisor will provide the probationer with written confirmation of the outcomes of the meeting.

Where the supervisor assesses that the probationer's performance, conduct and suitability are satisfactory, the supervisor will, no later than five weeks before the end of the probation period, recommend to the President/Editor in Chief that the probationary period is completed. The President/Editor in Chief shall consider the recommendation and if satisfied, notify the employee accordingly.

***Review Period***

Where the supervisor of an employee is concerned about the performance or conduct of the employee the supervisor will in his or her report to the President/Editor in Chief, recommend they meet with the employee as soon as is reasonably practicable to discuss these concerns. During any discussions the President/Editor in Chief will advise the probationer, where relevant:

1. that the performance standards have not been met and outline the deficiencies (which may relate to attendance, punctuality, commitment to work, competence/quality of work, relationship with co-workers, productivity/rate of work or other matters);
2. that the probationer's performance, conduct and suitability will be closely monitored during a "review period" and outline the timeframe for the review period;
3. of the expectations for improving in accordance with the performance standards; and
4. that if the performance standards are not met the probationer's employment may be terminated (annulled).

During any review period the supervisor will work with the probationer on an improvement plan and timeline to assist the probationer to achieve the performance standards within the remaining probationary period. In setting the performance standards consideration will be given to:

1. the appropriate standards for the Association work levels which are linked to the Professional Staff Classification levels in Schedule C of Associations Enterprise Agreement; and
2. the expectations of a new employee to the Association;

Following the completion of the review period as outlined above, the supervisor should assess whether the probationer's performance, conduct or suitability remains unsatisfactory based on a reasonable assessment of:

1. The probationer’s performance against the performance standards; and
2. any extenuating circumstances that may have impacted on the probationer’s performance.

Where the concerns are serious in nature, the President/Editor in Chief may forgo the review period to above and commence discussions as outlined below.

***Action to Annul Employment or Extend Probation***

Where the probationer's performance is unsatisfactory following the review period, the supervisor must, at least 10 working days prior to the end of the probationary period, recommend to the pre that either the employment be annulled or the probation period be extended up to the maximum period for the employment type. In either of these circumstances, the probationer will be given a reasonable opportunity to seek further advice and respond to the supervisor’s recommendation.

Following consideration of the supervisor’s recommendation and any response given by the probationer, the President/Editor in Chief may decide to either:

* take no further action;
* confirm the appointment
* refer the matter back to the supervisor to ensure that all the steps above have been complied with in substance and in a manner appropriate to the circumstances;
* extend the probationary period in accordance up to the maximum period allowed and provide to the employee a statement as to the duration of the extended probation period and details of where their performance requires improvement; or
* annul the appointment.

The President/Editor in Chief shall, in the event of a recommendation to annul the appointment and terminate the probationer’s services, provide two weeks of notice of termination from the date of the decision and/or payment in lieu thereof.

Payment in lieu of the notice period, or in lieu of the un-worked portion of the notice period, will be made if:

1. an employee has been provided with less notice than the applicable notice period required;
2. the employee requests payment in lieu of the notice and the president/Editor in Chief approves the payment in lieu of notice; or
3. the President/Editor in Chief decides that the employee is not required to work-out the notice period.

***Internal Review***

Where an employee considers that the decision to annul their employment is unreasonable the employee may seek a review of the decision in accordance with the Review of Decisions policy. The employee’s employment will not terminate prior to the completion of the review process. The employee will be suspended without pay pending the outcome of any review committee consideration, should their employment be reinstated, the Association will pay the employee an amount for the remuneration lost as a result of the suspension.

**Reference:** Enterprise Agreement Clauses 16.2, 16.5 & 16.6, Schedule C

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018



## Travel Policy

***Overview***

This document outlines the processes to be followed where an Association employee travels on official business.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

The Associations recognise that Association employees may be required to travel as part of their duties.

This policy is designed to ensure that the Associations:

1. fulfil their duty of care obligations to employees required to travel;
2. make the most efficient use of their resources in the travel bookings and expense management process;
3. maintain accurate records for all travel approval and travel related expenditure. This policy applies to all domestic and international travel arrangements of employees on approved business.

This policy does not cover travel within the Australian Capital Territory.

Employees will use the most economical safe means of ground transport including public transport or hire cars.

The President is required to ensure that Class of Travel and all related travel paid for by the Association are in accordance with this policy and all other related policies and procedures. All accommodation will be booked and paid for by the Association unless alternative arrangements have been approved by the President/Editor in Chief. Accommodation rated up to 3 or 3 ½ stars is considered appropriate and reasonable.

The Association will reimburse employees for all other official travel related expenses i.e. “reasonable” meals and transport on the basis of actual expenditure incurred up to 50% of daily amounts determined as a ‘reasonable daily food & drink allowance' by the Australian Taxation Office.

Employees will be paid a daily non acquitable Incidentals allowance of $20 per day while travelling on official business.

An employee may be authorised to use a private vehicle for business, where it is considered that it will result in greater efficiency or involve less expense for the Association. Employees will receive a per kilometre Motor Vehicle Allowance at the rate set by the Australian Taxation Office.

**NOTE:** The provisions of this policy also apply to elected officials of the Associations who are required by the Association to travel on official business.

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018



## Underperformance and Misconduct Policy

***Overview***

This document outlines the principles that underpin the Associations management of underperformance and misconduct.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & Woroni.

***Policy Statement***

***Performance and conduct expectations***

The Associations will endeavour to assist employees to perform to a high standard through the setting of performance objectives against goals, regular feedback, and by providing development opportunities.

The Association’s conduct expectations are specified in the Associations’ Code of Conduct’ and associated policies.

**Managing underperformance and misconduct**

Where an employee is not able to demonstrate performance or conduct to a satisfactory standard, action will be taken to address the underperformance or misconduct. Such action will occur in a timely manner in accordance with terms of employment (if applicable) and this policy.

The preferred outcome of an underperformance or misconduct process is that an employee will improve their performance or conduct and continue to contribute to the ongoing success of the Associations.

Unremediated underperformance or misconduct may result in disciplinary action. Serious misconduct may result in termination of employment.

An employee:

* Will be afforded procedural fairness;
* May seek procedural advice;
* Has the right to representation; and
* May seek a review of decision.

|  |
| --- |
| ***Definitions****Unsatisfactory Performance*: means a persistent and serious failure of the employee to perform the work of the position or appointment at a level which would be reasonably required having regard to: * the nature and purpose of the position;
* its classification; and
* any representations made by the employee at the time of selection for employment, without the presence of sufficient mitigating factors.

*Improvement plan*: a written agreement with a defined timeframe which details the specific improvements required and, if necessary, the additional guidance, assistance and training which would reasonably enable an employee to meet appropriate performance standards.*Disciplinary action:* means formal counselling; written warnings; withholding increments; demotion from an increment point within a classification level; demotion to a lower classification; other action as recommended; or termination of employment.***Principles***The Associations will endeavour to assist employees to perform to a high standard through the setting of performance objectives against Association goals, regular feedback, and the provision of development opportunities.The Associations’ conduct expectations are specified in the Associations’ Code of Conduct and associated policies.The Associations will ensure that the steps defined within this policy are adhered to prior to any decision being made to discipline or terminate the employment of an employee for unsatisfactory performance.An employee may seek assistance from a union or staff representative and may seek procedural advice, at any time during the processes defined within this policy.The principles of procedural fairness and natural justice will be applied to all unsatisfactory performance processes. All employees involved in making decisions in relation to disciplinary action or grievance processes have a duty to ensure that they are not affected by favouritism, bias or conflict of interest, and they must act fairly and impartially.Assessments about unsatisfactory performance and any verbal or written improvement plans will have regard to the employee's career and performance development agreement and the relevant classification standards and secondary descriptors for the position.Where the reasons for unsatisfactory performance do not relate to the employee's competency and commitment to meet the performance standards (for example, ill health) the matter may not be dealt with as underperformance.***Procedure***Where a supervisor has concerns about the performance of an employee the supervisor will meet with the employee as soon as reasonably practicable to discuss these concerns and establish a reasonable period of review. This will, where necessary, include:* the specific deficiencies in the employee's performance;
* appropriate development assistance required to address the issue/s;
* the specific corrective action required;
* the performance standards required; and
* a reasonable timeframe in which to address the issue/s

A suggested under-performance meeting plan which can be used to help you prepare for a formal underperformance meeting is attached to this policy. Conducting a formal underperformance meeting and documenting the outcomes will make sure the employee:* has a clear understanding of what’s required of them;
* has a documented plan for improving their performance; and
* is aware of the consequences if their performance doesn’t improve.

Where the employee has addressed the performance concerns within the identified timeframe, the action will cease.Following the completion of a reasonable review period, if there is little or no improvement in the performance of the employee, the supervisor will work with the employee to establish an Improvement Plan and timeline to assist the employee to achieve the performance standards. The Improvement plan will specify: * the required performance, including performance standards;
* a clearly defined statement of the problem or performance concerns;
* the actions to be taken by both the employee and the supervisor to correct the problem; and
* the timeframe over which the employee's performance will be closely monitored. The timeframe will not normally be less than one month but may be up to 12 months in positions where it is unreasonable to have a lesser period. Where the timeframe cannot be agreed between the employee and the supervisor, the supervisor's supervisor will assess the circumstances and determine a reasonable timeframe;
* where relevant, include the employee's commitment to a program of training and/or counselling and the supervisor's commitment to provide, or release the employee to attend, such training and/or counselling; and
* a statement that any deliberate breach of any of the requirements of the Improvement Agreement may lead to an initiation of disciplinary action.

Payment of an increment that falls due where a performance Improvement Plan is in place may be delayed until the supervisor is satisfied that the Improvement Plan conditions have been met.At the end of the review period outlined above, the supervisor shall advise the employee in writing that either:* the issues are resolved, that no further action is required and any deferred increments will be paid from the date that the performance is deemed satisfactory;
* a further period of review is required, specifying the new review period; or
* that the performance is assessed as unsatisfactory performance and that proportionate disciplinary action is warranted, in which case the supervisor shall make a report to the President/Editor in Chief which will include the aspects of performance or conduct seen as unsatisfactory and the record of the attempts to remedy the problem and any issues in mitigation of which they are aware.

The President/Editor in Chief shall provide the employee with a copy of the report. The employee shall then be entitled to a reasonable opportunity, of no less than 5 working days, to submit a written report to the President/Editor in Chief.After considering the employee’s response, the President/Editor in Chief will then decide to:* Take no action;
* Where the President/Editor in Chief is of the view that procedural fairness has not been afforded to the employee, refer the matter back to the supervisor with a direction to revisit any of the steps defined above; or
* Take proportionate disciplinary action, in which case President/Editor in Chief shall set out in writing and provide the employee a statement as to what material has been considered; what acts, omissions, or failings constitute the unsatisfactory performance; and any relevant conclusions upon which the findings are based.

Where a decision is made to take disciplinary action the employee may seek a review of this decision in accordance with the Associations review of decision provisions. |

**Misconduct**

"Misconduct" shall mean conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.

"Serious Misconduct" shall mean:

* Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an employee’s colleagues carrying out their duties or to the work of the Association.
* Serious dereliction of the duties required of the employee's office.
* Conviction by a court of an offence which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties or to the work of the Association.

"Disciplinary Action" means action by an Association to discipline an employee. In the case of unsatisfactory performance and serious misconduct, disciplinary action shall be limited to (a) to (e) below. In the case of misconduct, disciplinary action shall be limited to (a) to (d) below:

1. Formal censure or counselling (which may include a formal warning);
2. Demotion by one classification level or one or more increments;
3. Withholding of an increment;
4. Suspension with or without pay;
5. Dismissal.

These procedures below apply only to fixed-term and continuing employees who are not on probation.

* If, in the case of concern over an employee's work performance, the unsatisfactory nature of performance has been brought to the attention of the employee and any support period previously agreed upon has been completed and where fair and reasonable opportunities have been given to remedy the substantive concerns of the employer, a decision is made by the President to dismiss or discipline an employee; or,
* in the case of unsatisfactory performance or serious misconduct, allegations are made by the Association and a decision is made by the President to dismiss or discipline an employee; or,
* in the case of misconduct, allegations are made by the Association and a decision is made by the President to discipline an employee the employee shall be provided in writing with:
	+ a statement of the disciplinary action to be imposed; and,
	+ details of any allegations and the reasons for dismissal or disciplinary action; and
	+ the date of effect of any disciplinary action or advice of any notice period to be given prior to implementation of the disciplinary action (as determined by the President according to the circumstances). In the case of dismissal, the minimum requirements for periods of notice (or payment in lieu of notice at the discretion of the President) are set out below.

Concurrently, the employee shall be advised that should he/ she wish to appeal against the decision, written notification of an intention to appeal to the Staff Appeals Committee must be lodged with the President within one week of receiving the formal notice of action to be taken. The employee shall also be advised that should an appeal not be successful any notice period may be concurrent with the appeal process.

Notwithstanding any notice of intention to resign, the employee shall have the right to resign with immediate effect, in writing, within one week of the notice of dismissal. In addition to any other entitlements payable on termination by resignation under this Agreement, the President may approve a severance payment of up to four (4) weeks’ pay. A resignation shall in no way be construed as an admission of guilt, nor receipt of a severance payment as exoneration.

If within one week of the notice, no appeal has been lodged or no notice of resignation received with a date of effect acceptable to the President, then the dismissal or other disciplinary action shall stand and be effective forthwith. In the case of dismissal the person shall then receive payment for the remainder of

the formal period of notice previously notified by the President, in addition to any other entitlements payable on termination under this Agreement in the circumstances of dismissal. If an appeal is lodged it shall be heard by the Staff Appeals Committee.

Employees may seek advice and representation at any stage of the process.

***Entitlements on dismissal***

An employee’s entitlements on termination of employment are outlined at Clause 23 of *the Australian National University Student Associations’ Enterprise Agreement 2016 – 2019.*

***References:***

*Australian National University Student Associations’ Enterprise Agreement 2016 – 2019.*

References

Enterprise Agreement 2016 – 2019 Clauses 16.4 & 16.5

Release Date: 1 May 2018

##

## Work Health and Safety

***Overview***

This policy outlines the Associations commitment to health and safety in the workplace and provides details of the Associations health and safety arrangements.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM (Woroni).

***Policy Statement***

The Associations are firmly committed to a policy enabling all work activities to be carried out safely, and with all possible measures taken to remove (or at least reduce) risks to the health, safety and welfare of employees, volunteers, students, authorised visitors, and anyone else who may be affected by our operations.

The Associations are committed to ensuring they comply with relevant work health and safety legislation, applicable codes of practice and Australian Standards as far as possible.

***Obligations***

*Management:*

Will provide and maintain as far as possible:

* A safe working environment;
* Safe systems of work;
* Plant and substances in safe condition;
* Facilities for the welfare of workers;
* Information, instruction, training and supervision that is reasonably necessary to ensure that each employee is safe from injury and risks to health;
* A commitment to continually monitor and improve our performance through effective safety management; and
* A commitment to consult and co-operate with employees in all matters relating to health and safety in the workplace, in particular:
	+ Identification or assessment of risks,
	+ Measures which need to be taken to manage these risks,
	+ Adequacy of facilities,
	+ Proposition of changes that may directly affect work safety.

*Note: Management is defined as the Presidents of ANUSA & PARSA and Editor in Chief of Woroni.*

*Employees:*

Employees, including elected officials and volunteers have an obligation to:

* Comply with safe work practices, with the intent of avoiding injury to themselves and others and damage to plant and equipment;
* Take reasonable care of their own health and safety and the health and safety of others;
* Wear personal protective equipment and clothing where necessary;
* Comply with any direction given by management or the Health and Safety Representative in relation to health and safety;
* Not misuse or interfere with anything provided in the interests of health and safety;
* Report all accidents and incidents on the job immediately, no matter how trivial; and
* Report all known or observed hazards to their supervisor, Health and Safety Representative or President/Editor in Chief.
* Be familiar with and comply with all Association policies regarding Work, Health and Safety.

***Association Health and Safety Arrangements***

It has been agreed between the Presidents/Editor in Chief and employees that the following arrangements will apply:

1. ***Work Safety Committee***

The ANU Student Associations Work Safety Committee which comprises all Association employees will have the following roles:

* To facilitate cooperation between management and employees in relation to work safety;
* To provide a forum for consultation, proposing and developing changes to work or other policies, practices or procedures that may directly affect work safety;
* To assist in resolving work safety matters; and
* To establish, review and publish procedures in relation to work safety.

The Work Safety Committee will be reviewed every two years or if otherwise required by employees. Consultation on work health and safety matters will be through the Work Safety Committee and the Health and Safety Representative.

The Work Safety Committee will meet every three months and will consist of at least:

* The Health and Safety Representative or Deputy;
* The Presidents/Editor in Chief of each association or a delegated officer;
* An employee of each association.

The Work Safety Committee with be comprised of at least 50% workers at any one time. The Work Safety Committee meetings are open for all employees and officers to attend should they choose to do so.

1. ***Health and Safety Representative***

The Health and Safety Representative has the following roles:

* Represent the workers of the Associations in regards to workplace health and safety;
* Monitor the measures taken by the Presidents and Editor in Chief regarding workplace health and safety;
* Notify the Presidents and Editor in Chief about potential risks observed and dangerous occurrences.

The Health and Safety Representative is not responsible for ensuring safety. The responsibility for ensuring safety lies primarily with Management but in practice all employees are responsible for ensuring their work place is safe.

***Application of this policy***

The Associations seek the co-operation of all employees, students and visitors. We encourage suggestions in realising our health and safety objectives to create a safe working environment with a zero accident rate.

This policy applies to all Association business operations and functions, including those situations where employees are required to work off-site.

**References:** *Work health and Safety Act 2011 (ACT)*

*Work Health and Safety Regulation 2011 (ACT)*

*Workers Compensation Act 1951 (ACT)*

Enterprise Agreement Clause 29

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

##

## Work, Study and Family Responsibilities

***Overview***

This document outlines the policy relating to assistance for employees with work, study and family responsibilities.

***Scope***

This Policy applies across all student Associations.

**“Associations” refers** to ANUSA, PARSA & ANUSM.

***Policy Statement***

The Associations understands the importance of assisting employees with family responsibilities to achieve equality of employment opportunity and outcome. Australian Capital Territory legislation makes it unlawful to discriminate in education and employment, directly or indirectly, against a person on the grounds of their carer and parent status. The Sex Discrimination Act 1984 (Cth) also prohibits dismissal on the grounds of family responsibilities.

***Policy***

The Associations recognise that their employees can have responsibilities and commitments extending beyond their work. The Associations are aware that these responsibilities and commitments can have a significant impact on employment opportunities. The Associations are committed to providing policies, practices and services to assist employees combine these responsibilities and commitments within their work environments.

Family responsibilities are diverse and the Associations endorse a definition of family responsibilities to be inclusive of a wide range of relationships and structures which may include one or more of the following: blood, marriage, same sex and de facto relationships, adoption and dependency. It can include elder care, caring for people with disabilities, children, partners as well as responsibilities associated with their extended families.

***Considerations***

The following considerations occur in accord with equity, employment and educational policies. Supervisors consider the needs of employees with family responsibilities when:

* advertising for and selecting employees;
* reviewing jobs design;
* organising meeting schedules;
* providing employee development programs;
* offering higher duties opportunities; and
* employees request flexible work practices including leave, flexible starting and finishing times, part-time work, working from home and telecommuting.

***Studies Assistance and Personal Development***

Employees may be reimbursed reasonable expenses to undertake approved University or TAFE/CIT studies or other approved activities agreed as part of the CPD plan and granted paid leave to attend mandatory course related activities that are scheduled during business hours.

As part of the career and performance development process, employees and supervisors may identify activities to assist the employee achieve personal excellence, and where possible achieve career aspirations.

Employees and supervisors need to consider the wide range of development opportunities available to enhance their development. For example, formal award courses, conference attendance, on-line training, on-the-job training, workshops, online and library based reading material. However, access to development events, financial support and study leave must be balanced with the operational requirements of the area.

Where membership of a professional association is required for an employee to undertake a role the Association will pay the employee’s professional membership fees.

***Breastfeeding***

The Associations will support breastfeeding employees through promotion of the Associations’ policy and workplace provisions for breastfeeding, including providing information about where to access appropriate facilities.

***Childcare***

Following consultation with the President an employee may, when it is agreed appropriate and safe to do so, bring one or more children to work where this does not conflict with the performance of the employee or other employees. Requests by employee to bring their children to the workplace shall be treated sympathetically.

***Employee Assistance Program***

To assist the officers with the personal pressures associated with the pastoral care component of their role the Officers will have access to the Associations Employee Assistance Program (EAP). The Employee Assistance Program (EAP) is a professional and **confidential** counselling service delivered by an external company, Davidson Trahaire Corpsych, and the EAP is available to **all employees and their immediate family members.**

The EAP can assist with dealing with a wide range of personal and work-related issues. Some examples are these below:

**PERSONAL Issues:**  **WORK-RELATED Issues:**

Relationships & couples counselling Work/life balance

Anxiety, stress & depression Career

Bereavement, grief & loss Change

Family, child & eldercare Difficult customers

Suicide Team performance

***Other***

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

Release Date: 1 May 2018

# **Financial Policy, Procedures and Registers**

[Accounts Receivable Policy 120](#_Toc11766616)

[Cash Management Policy 121](#_Toc11766618)

[Expense Form 122](#_Toc11766619)

[Expense Form Additional Page 122](#_Toc11766620)

[Financial Handover Policy 124](#_Toc11766622)

[Financial Oversight and Reporting Policy 125](#_Toc11766624)

[Fraud Management Policy 128](#_Toc11766630)

[Gifts & Entertainment 132](#_Toc11766632)

[Payments to Individuals for Services Rendered 134](#_Toc11766634)

[Procurement Policy 136](#_Toc11766636)

[ANUSA Purchases/Debit Card Policy 139](#_Toc11766637)

[Payments Procedure 141](#_Toc11766638)

[Receipts Procedure 142](#_Toc11766639)

[Register of Affiliations, Contracts and Subscriptions 143](#_Toc11766640)

[Writing off Bad Debt Policy 144](#_Toc11766642)

##

## Accounts Receivable Policy

Last Updated: 21/10/14

By: Dallas Proctor, Finance Officer

**Purpose**

To ensure that all accounts receivables are received in a timely manner and deposited, recorded and reconciled.

**Principles**

In order to manage its resources effectively and efficiently the associations must ensure that all monies owed are paid within a reasonable timeframe.

Standard association payment terms are 14 days. Any variation must be approved by a motion of the board.

Effective debt management requires early and sustained action on debts at risk of becoming non-recoverable. Debt management shall be undertaken by the Finance Officer in conjunction with the Treasurer/Managing Editor, subject to advice and information provided by the representative(s)/staff responsible for the debt.

Only the board may approve the non-recovery of a debt and then only under any of the following conditions:

1. the board is satisfied that the debt is not legally recoverable, or
2. the board considers that it is not economical to pursue recovery of the debt, or
3. recovery of the debt would cause undue financial hardship to the debtor.

**Procedure**

Refer to Procedure: Receipts

##

## Cash Management Policy

Last Updated: February 2016

By: Sean Macdonald, ANUSA Treasurer

This policy is to be followed when handling cash for ticketed events, selling merchandise, selling products or any other time an Association will be counting and banking cash.

The process for managing cash is:

1. Any cash collected must be counted at the end of the day or after the event is over.
2. One person must count and record the cash, and another person must observe this process.
3. The person counting the cash must fill in a bank deposit slip and sign/date the slip
4. A third person, who is always a bank signatory, must take the bank deposit slip to the nearest bank depository.

This process must be followed every time, and if the process is not followed and cash is handled/managed differently then the Association could be exposed to theft or fraud.

## Expense Form

<https://anusa.com.au/pageassets/about/anusa/constitution/Expense-Form.pdf>

### Expense Form Additional Page

<https://anusa.com.au/pageassets/about/anusa/constitution/Expense-Form-Additional-Page.pdf>

##

## Financial Handover Policy

Last Updated: February 2016

By: Sean Macdonald, ANUSA Treasurer

* 1. This policy sets out the requirements and process, which must be followed when an outgoing Treasurer/Financial officer or President/Editor-in-Chief is handing over to their replacement.
	2. This process aims to ensure the incoming officers are aware of their responsibilities, are compliant with the relevant accounting standards/laws and there are less confusions around the Associations finances.
	3. The incoming Treasurer/Financial officer and President/Editor-in-Chief must be:
		1. Shown and helped through completing Commbiz access forms and changing bank signatory forms
		2. Access to financial management software used by the Association such as Xero
		3. The ANU EBA and any other relevant employment contractors
		4. SSAF agreement between the Association and the University
		5. The current financial year budget and how the budget was prepared f. Ensure all financial review committee policies are read
	4. Remuneration for the outgoing officers can be docked or withheld if the new officers are not properly briefed in the financial handover policies set out in this document

##

## Financial Oversight and Reporting Policy

Last Updated: August 2014

By: Dallas Proctor, Finance Officer

# Principle

ANUSA, PARSA and Woroni are committed to transparency and openness in financial reporting.

# Internal Oversight

All organisations’ constitutions contain provisions allowing for the public inspection of financial records in each association’s physical office “at any reasonable hour”:

|  |  |  |
| --- | --- | --- |
| ANUSA | PARSA | Woroni |
| s17 | s15 | s17.6 |

Financial Review Committee [ANUSA Only]

The Financial Review Committee (FRC) is established by s31 of the Constitution to oversee the Association’s financial procedures, policies and internal controls. The FRC must submit a report at each general meeting, detailing (s31(4)):

* The Association’s compliance with its financial protocols; and
* The suitability of the Association’s financial protocols.

# External Reporting

All associations are subject to the following external financial reporting requirements.

Note: The following table does not include administrative reporting requirements which may also apply to the listed external bodies.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Name | Description | Due |
| Australian Taxation | Business Activity | Record of GST | 14 April |
| Office (ATO) | Statement (BAS) | paid/collected and | 14 July |
|  |  | PAYG withheld | 14 October |
|  |  | during period | 14 January |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Instalment Activity Statement (IAS) | Record of PAYG withheld during period | 14th of each month, except in BAS months(PARSA and ANUSAonly) |
|  | PAYG Summary Statement | Record of total wages and PAYG withheld during the financial year | 14 August |
| ACT Office of Regulatory Services (ORS) | Annual Return | Lodgement of financial statements | 31 May (ANUSA/Woroni) 30 June (PARSA) |
| Australian Charities and Not-for-profits Commission (ACNC) | Annual Information Statement (AIS) |  | 31 May (Woroni)30 June (PARSA) N/A (ANUSA) |
| Australian National University | Annual Student Services and Amenities Fee (SSAF) Report |  | 15 January |
|  | Financial Statements |  | 30 April |
|  | Half-Yearly SSAF Report |  | 15 July |

# Internal Reporting

Annual Financial Statements

NB: Deadlines in this table are constitutional, and may be preceded by external deadlines (see above)

|  |  |  |  |
| --- | --- | --- | --- |
|  | ANUSA | PARSA | Woroni |
| Audit Due | 16 April | 17 May | 16 April |
| Financial Statements Due | 30 April | 31 May or 14 days pre-AGM (whichever is earlier) | 30 April |
| Presented At | AGM | AGM | AGM |

|  |  |  |  |
| --- | --- | --- | --- |
| Additional Requirements | Unaudited appendix containing list of all organisations to which a donation/subscription fee has been paid (s17(15)) |  |  |

Constitutional Reporting Requirements

ANUSA

* Budget to be passed at the first general meeting of each year (s17(2))
* Financial statements to be presented at the Annual General Meeting (AGM)
* Report of SRC/CRC income and expenditure to be presented at each general meeting (s(8)(4)(i))
* Report of Grants and Affiliations Committee expenditure to be presented at each Student Representative Council (SRC) meeting (*Grants and Affiliations Regulations* 2.3.2)
* Provisional budget to be passed at the final general meeting of each year (s17(3))
* Income and expenditure reports to be submitted by each ANUSA department by 30 November (s26(6))

*Provisions requiring constitutional amendment*

* s26(6): Education Officer no longer maintains separate accounts; this report can be generated centrally by the treasurer themselves
* *Grants and Affiliations Regulations* 2.3.2: There is no such thing as a “Combined Representative Council”; rather GAC reports to SRC.

PARSA

* Budget to be passed at the AGM (s5(11))
* Budget to be presented to PRC for approval (s11B(7))
* Financial statements to be presented at the AGM (s5(11))
* Income statement and balance sheet to be presented at each Postgraduate Representative Council (PRC) meeting (current practice, not constitutional)

*Provisions requiring constitutional amendment*

* s11A(b): President is currently eligible (subject to approval) to pay paid 30% of the annual surplus in honoraria
* s11B: Honoraria has completely changed since this clause was written
* s5(11) and s11B(7) are inconsistent

Woroni

* Budget to be presented at first board meeting of each year (s17.3)
* Management report to be presented at each board meeting (s7.4.3(d))

##

## Fraud Management Policy

Last Updated: August 2014

By: ANUSA Finance Officer

**Purpose**

The purpose of this policy is

1. To ensure that all parties are aware of their responsibilities for identifying exposures to fraudulent activities and for establishing controls and procedures for preventing such fraudulent activity and/or detecting such fraudulent activity when it occurs.
2. To provide guidance to staff/volunteers/contractors as to action which should be taken where they suspect any fraudulent activity.
3. To provide a clear statement to staff/volunteers/contractors forbidding any illegal activity, including fraud for the benefit of the organisation.
4. To provide assurance that any and all suspected fraudulent activity will be fully investigated.

**Policy**

ANUSA, PARSA and Woroni will not tolerate fraud in any aspect of its operations.

ANUSA, PARSA and Woroni will investigate any suspected acts of fraud, misappropriation or other similar irregularity. An objective and impartial investigation, as deemed necessary, will be conducted regardless of the position, title, length of service or relationship with the organisation of any party who might be the subject of such investigation.

Any fraud shall constitute grounds for dismissal. Any serious case of fraud, whether suspected or proven, shall be reported to the police. Any person reporting a fraud, or a suspected fraud, shall suffer no penalty in their employment.

**Procedure**

Responsibilities

The executive committee/board of editors has ultimate responsibility for the prevention and detection of fraud and is responsible for ensuring that appropriate and effective internal control systems are in place.

All directors are responsible for investigating instances of fraud reported to them.

All employees, representatives and volunteers must ensure that there are mechanisms in place within their area of control to:

* Assess the risk of fraud;
* Educate employees about fraud prevention and detection; and
* Facilitate the reporting of suspected fraudulent activities.

Representatives should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

All staff/representatives/volunteers share in the responsibility for the prevention and detection of fraud in their areas of responsibility.

All staff/representatives/volunteers have the responsibility to report suspected fraud.

Any staff member, representative or volunteer who suspects fraudulent activity must immediately notify their supervisor or those responsible for investigations.

In situations where the supervisor is suspected of involvement in the fraudulent activity, the matter should be notified to the next highest level of supervision or to the Office Administrator.

Processes

Fraud prevention accounting procedures shall be incorporated in the organisation’s Purchases and Financial Reporting policies.

Fraud prevention procedures shall be incorporated into the induction of staff members, representatives and volunteers.

All complaints of suspected fraudulent behaviour must be reported to the executive committee/board of editors.

Upon notification or discovery of a suspected fraud, the executive committee/board of editors will promptly arrange to investigate the fraud (see Appendix A below). Every effort will be made to keep the investigation confidential, subject to constitutional and legal requirements. In addition, from time to time other staff members/representatives/volunteers will need to be consulted in conjunction with the investigation.

After an initial review and a determination that the suspected fraud warrants additional investigation, the executive committee/board of editors shall coordinate the investigation with the appropriate law enforcement officials. In addition, any allegations will be reported immediately to Richard Baker, Pro-Vice Chancellor (Student Experience). Internal or external legal representatives will be involved in the process, as deemed appropriate.

Once a suspected fraud is reported, immediate action will be taken to prevent the theft, alteration, or destruction of relevant records needs to occur. Such actions include, but are not necessarily limited to, removing the records and placing them in a secure location, limiting access to the location where the records currently exist, and preventing the individual suspected of committing the fraud from having access to the records.

Where a prima facie case of fraud has been established the matter shall be referred to police. Any action taken by police shall be pursued independent of any employment-related investigation by the organisation.

If a suspicion of fraud is substantiated by the investigation, disciplinary action, up to and including dismissal, shall be taken.

The organisation will also pursue every reasonable effort, including court ordered restitution, to obtain recovery of the losses from the offender.

No employee, volunteer or representative of the organisation, or person acting on behalf of the organisation in attempting to comply with this policy shall:

* be dismissed or threatened to be dismissed;
* be disciplined or suspended or threatened to be disciplined or suspended;
* be penalised or any other retribution imposed; or
* be intimidated or coerced;

based to any extent upon the fact that the employee has reported an incident or participated in an investigation in accordance with the requirements of this Policy. Violation of this section of the Policy will result in disciplinary action, up to and including dismissal.

If an allegation is made in good faith, but it is not confirmed by the investigation, no action will be taken against the originator.

**Appendix A:**

Checklist of Actions in Relation to the Detection/Suspicion of Fraud or Misconduct (for executive committee/board of editors use only)

<https://drive.google.com/file/d/0B6BAOseq-N7UWndoV0V5Z3ZSbGc/edit>

##

## Gifts & Entertainment

Last Updated: August 2014

By: Dallas Proctor, ANUSA Finance Officer

Related Documents: ●

* ANUSA Gift Register :
* PARSA Gift Register
* Woroni Gift Register

**Purpose**

The purpose of this policy is to provide guidelines to all student representatives and staff members when receiving gifts. It is also used to specify when the provision of entertainment and hospitality is appropriate, and the level of accountability for these activities.

**Scope**

This policy applies to all elected representatives and paid staff.

**Policy Principles**

In the interest of professional integrity, employees and representatives should discourage the receipt of any gift or benefit in connection with the performance of their duties. If an individual is presented with a gift or benefit in connection with the performance of their duties in an official capacity, such gifts belong to ANUSA/PARSA/Woroni (as applicable).

These gifts or benefits must be declared to their supervisor, or where the recipient is a member of the executive committee, another executive member. If the value of the gift is equal to or less than $50 AUD and the gift has no obvious inscription/indication that it is a presentation to the organisation, the supervisor/fellow executive may re-gift the gift to the recipient, but the maximum allowable annual value of such re-gifting must not exceed $200. A written record, in the form of a gift register, must be kept of the declaration and whether the gift was re-gifted to the recipient.

Gifts and gratuities include any of the following:

* Money in cash or kind;
* Merchandise;
* Special personal discounts; or
* Any item or benefit providing personal gain or gratification or which could be seen to compromise either the employee, a representative or the organisation.

This policy does not prevent an employee or representative accepting an invitation to a artistic, social, sporting or cultural function provided it does NOT include paid travel and/or accommodation. Such invitations include tickets or press passes issued to representatives for the purpose of publishing reviews. Invitations must also be recorded in the gift register.

**Entertainment and Hospitality**

The provision of entertainment, hospitality and gifts to/for employees and representatives to further organisational objectives is a legitimate professional activity. As a student funded body, however, standards of accountability must be maintained.

Expenditure on entertainment and hospitality must be:

* in the furtherance of the organisation’s interests;
* properly documented; and
* available for scrutiny by both internal and external audit.

For any expenditure on entertainment, hospitality and gifts outside of general meeting catering (defined as catering for any staff meeting, executive/board meeting, CRC, PRC, SRC, AGM, OGM or SGM) or catering otherwise exempted by this policy, formal approval must be obtained in writing prior to the event from the President/Editor-in-Chief of the association.

Expenditure of this nature must also be of a reasonable nature, being no greater than outlined in the [Australian Tax Office’s Table 3 of Reasonable Meal Allowance Expense amounts](https://www.ato.gov.au/law/#Law/table-of-contents?rank=find&criteria=AND~TD~basic~exact:::AND~2007%2F21~basic~exact&target=FA&style=java&slocid=TXD/TD201019/NAT/ATO/00001&recStart=1&PiT=99991231235958&recnum=9&tot=9&pn=ALL:::ALL).

##

## Payments to Individuals for Services Rendered

Last Updated: August 2014

Author: Dallas Proctor, Finance Officer

There are strict rules surrounding payments to individuals. Without exception, they must take one of the following forms:

1. Formal Employment Arrangement

Example: Professional Staff

The individual becomes an employee of the relevant association, and in turn receives superannuation (and leave if part time or full time) in addition to their wage. It has long been 1 custom to employ people under the ANU EBA as the Finance Officer is familiar with it and is able to direct questions to ANU HR. However, casual employees may also be employed under the relevant industry award to save money (especially hospitality staff), or at minimum wage in the case of paid student representatives.

Steps:

* Identify the appropriate pay grade. If using the EBA, refer to: http://hr.anu.edu.au/employment-at-anu/salaries-and-conditions/casual-rates (NB: ANU Officer 1 is still used by our organisations - contact the Finance Officer for the relevant rate)
* Ask the Legal Officer to draw up an employment contract (N/A for student reps)
* Ask the employee to complete this form
* Finance Officer will input information from the form into Xero
* Finance Officer will pay staff in next fortnightly pay run
1. Volunteer Receiving Taxable Honoraria

The individual is treated the same as employees for tax purposes only - they have tax deducted and receive superannuation. They are not an “employee” for the purposes of the *Fair Work Act.* (However receiving $ for work may be a strong indicator of formal employment in the event of a legal challenge - this is not settled presently)

*Example: ANUSA/PARSA Exec, Woroni Editors*

Steps:

* Ask the employee to complete [this form](https://docs.google.com/forms/d/1Iv973OFxr5oaQv2Vcnx1WrBjTwDaDnOp3hOa3YF7V1c/viewform?usp=send_form)
* Finance Officer will input information from the form into Xero
* Finance Officer will pay staff in next fortnightly pay run
1. Volunteer Receiving Non-Taxable Honoraria

*Example: Woroni Subeditors*

If the payment fulfils [these criteria](https://www.ato.gov.au/Non-profit/Employees%2C-volunteers-and-other-workers/In-detail/Employees%2C-volunteers---other-workers/Volunteers/Volunteers-and-tax/?page=3), it may paid as non-assessable honoraria as defined by the ATO. These criteria are extremely stringent, e.g.: the payment must not be required or expected; the payment must not be a consequence of employment (i.e. or election); and it must be a token amount. For example, accountants have explicitly told us that ANUSA O-Week Honoraria ($500) is taxable honoraria.

Hence for our purposes, any payment of $500 or above may still be called ‘honoraria’ but must be treated as a wage for tax purposes (See (ii)).

1. Independent Contractor

*Example: musician, auditor*

If the individual doing work has an ABN, request that they provide a [valid tax invoice](https://www.ato.gov.au/Business/GST/Issuing-tax-invoices/) for payment.

1. Hobbyist

*Example: non-professional musician or artist*

If someone is working “in the course or furtherance of an activity done as a private recreational pursuit or hobby” (this means they do not routinely get paid for the type of work they are doing), ask them to fill out a [Statement by a supplier form](https://www.ato.gov.au/Business/Australian-business-number/In-detail/Statement-by-a-supplier/Statement-by-a-supplier--not-quoting-ABN-to-an-enterprise/). Once completed, they may be paid directly without worrying about tax/invoices, however you must still provide evidence of what the payment is for (e.g. an email).

##

## Procurement Policy

Last Updated: 21/10/14

By: Dallas Proctor, Finance Officer

**Purpose**

To ensure that all purchases of the organisation are made only upon proper authorisation of the SRC/PRC/Board (as applicable).

To ensure that ethical behaviours such as honesty, integrity, diligence, fairness, trust, respect and consistency are adhered to. This protects the integrity of each procurement process being undertaken by the associations, promotes members’ confidence and manages potential risks, perceived or otherwise, to the associations.

**Principles**

Association purchasing activities shall seek value for money.

Association purchasing shall be conducted in a manner that encourages competition amongst suppliers, generating opportunities to achieve the best outcome for the student body.

Association funds must be used solely for the purposes of the associations in an efficient, effective and ethical manner.

Association purchasing activities shall be undertaken in accordance with the principles of accountability and transparency.

Association procurement shall be conducted in accordance with the principles outlined in the below procedure, with particular attention paid to the requirements associated with various procurement thresholds.

**Procedure**

1. Association procurement requirements are dependent on the value of the goods and services being sought.
2. A procurement must not be divided or split into separate parts to avoid a procurement threshold.
3. The associations should avoid perceived and/or real conflicts of interest. Particular attention should be given to this policy if an association is considering purchasing goods and/or services from suppliers who:
	1. are current employees of the association
	2. are past employees of the association
	3. have a personal relationship with any of the employees, volunteers or representatives involved in the procurement process.
4. All below thresholds are subject to the Purchases Policy

Minor Procurement Threshold Requirements (less than $1,000 in value)

1. No quotation is required; and
2. Purchasing individuals are expected to use their knowledge of the available market to secure value for money.

Medium Scale Procurement Threshold Requirements ($1,000 to $9,999 in value)

1. A minimum of two written quotations are required;
2. Quotations must be attached to the Expense Form, and sighted by at least two board members prior to authorisation of expenditure; and
3. Purchasing individuals are expected to use their knowledge of the available market to secure value for money.

Large Scale Procurement Threshold Requirements ($10,000 to $29,999 in value)

1. A minimum of three written quotations are required;
2. Quotations must be attached to the Expense Form, and sighted by at least two board members prior to authorisation of expenditure; and
3. Purchasing individuals are expected to use their knowledge of the available market to secure value for money.

Major Procurement Threshold Requirements ($30,000 or greater in value)

1. A minimum of one written quotation is required;
2. A committee or individual must be allocated by the board to manage the procurement exercise;
3. Proposed expenditure must be evaluated by the board (with the assistance of the allocated individual/committee) by:
	1. assessing compliance with the constitutional aims of the association
	2. assessing the technical viability of the proposed solution;
	3. assessing the capability of the proposed supplier to provide the goods or services, including technical and management competence and financial resources;
	4. taking account of the benefits and costs involved on a whole of life basis with a focus on value for money over cheapest price; and
	5. identify the solution that represents best available value for money in line with this policy.
4. The board must report its decision with appropriate justification as a board meeting minute that: a. provides full details of the process; b. provides a clear and publicly defensible appraisal of the proposal; c. notes any potential constraints or risks; d. recommends acceptance of a quotation subject to satisfactory negotiation of a contract.

Contracts

A procurement exercise is valid for the term of the contract (including extensions entered into in contract variations).

Any further procurement undertaken following expiration of a term of a contract must be conducted with reference to the Procurement Policy.

**Procurement Ethics**

Related: Gifts and Entertainment Policy

Staff, representatives and volunteers involved in association purchasing activities must disclose any actual or perceived conflict of interest arising from the purchasing activity.

Where an actual or perceived conflict of interest has been identified, such a conflict shall be actively managed by the board or involvement prohibited.

The associations and their staff, representatives and volunteers must not seek to benefit from supplier practices that may be dishonest, unethical or unsafe.

Staff, representatives and volunteers must avoid all situations that could give rise to a conflict of interest, either real or perceived.

**Environmental Outcomes**

Procurement activities should encourage positive environmental outcomes through the promotion of environmental standards, energy efficiency, re-use, recycling, disposal practices and natural resource conservation.

## ANUSA Purchases/Debit Card Policy

Last Updated: March 2016

By: Sean Macdonald, ANUSA Treasurer

**Purchases**

1. Before making any purchase please refer to the procurement policy
2. Any payment must be approved from the authorised delegate(s) prior to purchase and if the approval is in emails, the email trail must be attached to the expense form (see table below)
3. A completed Expense Form with tax invoices and email trail attached must be sent to the Finance Officer within 3 business days of the transaction
4. The finance officer is responsible for entering the payment in Xero (accounting software)
5. At least two electronic account authorities review the transaction and sign the expense form, if there are any inconsistency the payment will not be approved/processed until all issues are addressed

**Delegation Matrix**

The following table summarises who must approve expenses incurred by the Association:

|  |  |
| --- | --- |
| Amount \* ($) | ANUSA |
| 0 - 500 | Written/Email approval from 2 of either President, VicePresident or Treasurer |
| 500+ | Minuted in an executive meeting, or, if urgent, approved via email exec motion |

Note: When funds have been allocated to a line item and an exec member has been appointed to control that line item, prior approval will not be needed when spending this money. Approval has already been granted in the budget.

**Debit Cards**

1. A CBA Debit MasterCard (“debit card”) may be issued to one or more of the President, Vice President or Treasurer (‘cardholders’), to be used for the payment of association expenses or purchases allowed under the conditions of this policy.
2. The debit card cannot be used for the following under any circumstances: a.
	1. the purchase of firearms, fireworks, pornography or tobacco products;
	2. cash withdrawals or the purchase of bank cheques, traveller's' cheques or foreign currency;
	3. personal expenditure;
	4. the payment of fines, payroll, reimbursement or grants
3. All purchases must have formal written approval by two of either the President, Vice President or Treasurer beforehand.
4. Formal written approval must be submitted and approved by the President and Office Manager beforehand if the purchase is greater than $1000.
5. The account linked to the debit card must never have a balance of over $1000 for a period of time more than 2 business days.
6. Cardholders must ensure that their debit card is maintained in a secure manner to prevent loss, theft or misuse and that they do not store their full debit card number and expiry date anywhere.
7. The Cardholder must immediately inform the Office Manager and the Finance Officer if the card is lost or stolen, or the Cardholder becomes aware of any unauthorised transaction on the card.
8. The Cardholder must return the card to the Office Manager or the Finance Officer no later than ceasing to hold office for which the card was issued.
9. In the event of non-compliance with provisions related to the use of debit cards, a majority of the board may require the cardholder to surrender their debit card to the Office Administrator until such time as all missing receipts have been provided, or until a resolution is passed by the majority of the executive/board to return the card to the cardholder.
10. The Finance Officer may immediately take steps to suspend operation of the card and refer the matter to the Board in any situation where the Finance Officer has concerns that the card has been misused.

## Payments Procedure

<https://anusa.com.au/pageassets/about/anusa/constitution/PROCEDURE_-Payments-Sheet1.pdf>

## Receipts Procedure

<https://anusa.com.au/pageassets/about/anusa/constitution/PROCEDURE_-Receipts-Sheet1.pdf>

## Register of Affiliations, Contracts and Subscriptions

<https://anusa.com.au/pageassets/about/anusa/constitution/REGISTER_-Affiliations-Contracts-and-Subscriptions-ANUSA.pdf>

##

## Writing off Bad Debt Policy

Last Updated: February 2016

By: Sean Macdonald, ANUSA Treasurer

1. This policy outlines the procedure all Associations will follow when writing off doubtful and bad debts.
2. The purchase and procurement policy must be followed for purchases and after an invoice is overdue all avenues and methods of communication must be tried to contact the debtor.
3. After 120 days, if the invoice has not been paid, then the debt is moved to the doubtful debt list
4. After 180 days, if the debt has still not been paid, then the Finance Officer will write the debt off and record this
5. Before moving the debt to the doubtful debt list and before writing the bad debt off, all efforts must be made to communicate with the debtor and understand why the debt has not been paid.
6. Once a bad debt is written off, the debtor must be recorded in case the Association deals with this debtor in the future.

# **Motions Passed by a General Meeting of the Association**

[Construction impact on Student Parking 146](#_Toc11766644)

[College Representative Council Reform 146](#_Toc11766645)

[Review of Remuneration of the Clubs Council Executive 146](#_Toc11766646)

[Supporting the Fenner Residents’ Committee’s Campaign against Student Accommodation changes 147](#_Toc11766647)

[Fossil Free ANU 147](#_Toc11766648)

[Department Officer access to the ANUSA Offices 148](#_Toc11766649)

## Construction impact on Student Parking

**Motion:**

That ANUSA works with the university to ensure that parking is not affected by the redevelopments on campus, so students are still able to park on campus.

*Passed: 29/3/17 at OGM 2 2017*

## College Representative Council Reform

**Motion:**

As guiding principle of the Association, the College Representative Council (CRC) will be reformed into a subsidiary body of the Student Representative Council (SRC) with reduced membership to allow for a policy and discussion focus. The new CRC will make its focus on supporting College Representatives in their portfolio, combined action on higher education issues and from time to time will make policy recommendations to the SRC.

*Passed: 6/10/17 at OGM 4 2017*

## Review of Remuneration of the Clubs Council Executive

**Motion:**

That the Association consider remuneration for members of the Clubs Council Executive as per a public review that involves meaningful student consultation, stakeholder engagement and benchmarking. In producing this review, the Association will take all reasonable steps to:

1. Ensure public consultation from stakeholder groups and the student body,
2. Incorporate pre-existing literature on Clubs Council remuneration produced this year,
3. Ensure that any stipend arrangements do not incur greater legal risk than the current stipend arrangements 8 for Executive and Departmental officer,
4. Acknowledge that the Clubs Council Executive has assumed functions from the ANUSA Executive, and consider proportionate stipends as a result,
5. Take reasonable steps to ensure that the 2018 Budget will be able to accommodate any reasonable stipend rate.

The results of this review will endeavour to be presented to the AGM 2018, with a progress report and any possible provisional measures to be presented at OGM 1 2018.

*Passed: 6/10/17 at OGM 4 2017*

## Supporting the Fenner Residents’ Committee’s Campaign against Student Accommodation changes

**Motion:**

That the ANU Students' Association endorse the Fenner Residents' Committee's campaign against proposed student accommodation changes, calling on the University Council to reconsider removing off-campus residential hall and college options.

*Passed 22/03/16 at OGM 1 2016*

## Fossil Free ANU

**Motion:**

That ANUSA note that:

1. To limit global warming to 2 degrees Celsius, the maximum permissible amount of warming agreed to in the Copenhagen Accord, 80% of fossil fuel reserves must remain in the ground.
2. Following the student campaign by Fossil Free ANU, it has emerged that ANU holds at least $80 million in companies with a major stake in the extraction, transportation and/or combustion of fossil fuels.
3. For the ANU’s actions to be consistent with its rhetoric and its world-leading research and campus sustainability practices, it must ensure its investment portfolio is free of fossil fuel companies; and
4. This is an opportunity for the ANU to take the lead by becoming the first Australian university to have a “fossil free” investment portfolio.

That ANUSA calls on the ANU to:

1. Freeze all new investments in companies with a major stake in the extraction, transportation and/or combustion of fossil fuels;
2. Develop a plan to divest current holdings in these companies over the next five years;
3. Execute this plan in a manner that is open and transparent to the university and wider community.

*Passed 9/10/2013 at OGM 3*

## Department Officer access to the ANUSA Offices

**Motion:**

That ANUSA executive will furnish the ANUSA offices so that the Department Officers have access to a working computer linked to the printer. The ANUSA executive will be responsible for updating and replacing it as necessary.

*Passed 30/05/2013 at the Annual General Meeting of the Association*

# **Motions Passed by the Student Representative Council**

[Climate Emergency 150](#_Toc11766651)

[Condemning Kambri Booking Fees 150](#_Toc11766652)

[Creation of the Number 3 Bus Working Group 150](#_Toc11766653)

[Support for the Refugee Action Campaign’s Palm Sunday Rally 150](#_Toc11766654)

[Support for the School Strikes for Climate Change 150](#_Toc11766655)

[Call for Divestment from Fossil Fuel Industries 150](#_Toc11766656)

[NUS Office Bearers 151](#_Toc11766657)

[Darlington Statement 151](#_Toc11766658)

[Disputes Committee Induction 152](#_Toc11766659)

[ANUSA Disability Action Plan (DAP) 152](#_Toc11766660)

[Mature Age Student Committee 152](#_Toc11766661)

[Admissions, Scholarship and Accommodation Changes 153](#_Toc11766662)

[Progressive Speakers List 153](#_Toc11766663)

[Policy Register 153](#_Toc11766664)

[Sustainable Record Keeping 153](#_Toc11766665)

[Livestreaming at the National Union of Students National Conference 154](#_Toc11766666)

[ANU Student Partnership Agreement 154](#_Toc11766667)

[Religious Holidays 154](#_Toc11766668)

[Memorandum of Understanding between ANUSA and PARSA 154](#_Toc11766669)

[Opposition to government cuts to University Funding 154](#_Toc11766670)

[Supporting Access to Government Services 155](#_Toc11766671)

[Condemning Holocaust Denial (Motion of the Australian Union of Jewish Students) 155](#_Toc11766672)

[Support for the AHRC survey 156](#_Toc11766673)

[Ben Gill’s “Hot topics” 156](#_Toc11766674)

[Naming of “Sex and Consent” Week 156](#_Toc11766675)

[Vice-President Authority over the Brian Kenyon Student Space 156](#_Toc11766676)

[Department Office Use in the ANUSA Offices 157](#_Toc11766677)

[Empowerment of the ANUSA Education Committee 157](#_Toc11766678)

## Climate Emergency

**Preamble:**

In a damning report last year the IPCC declared that we have 12 years to limit the climate change catastrophe. The future of the planet and life as we know it depends on what measures we take in the next decade.

The catastrophe has already begun. The Sahara desert advances 20km south every year threatening the millions of people who live in the Sahel with the realities of drought, erosion and famine. To the south, deforestation plagues these regions of equatorial Africa as well as Indonesia and the Amazon; areas that are also crucial hotspots for the absorption of atmospheric carbon due to their location and density of vegetation. In Australia, last year the Great Barrier Reef suffered its worst bleaching event in history and rural Australia was plagued with drought. Fires have raged across Europe and North America and storms, cyclones and hurricanes worldwide are becoming more intense and more frequent.

Around the world, the pressure for radical action is rising. Last year’s IPCC report proved that the 2016 Paris Climate Agreement would not be adequate and was unlikely to be realised as politicians continue to help big businesses secure lucrative contracts for coal, oil and gas extraction. In Australia the Liberal party have continued their overt love-affair with coal, best symbolised in their endorsement of the Adani Carmichael Coal Mine in the Galilee Basin. The ALP have also, despite claiming they are in favour of honoring the Paris Agreement and taking action on climate change, continued to support the proposed mine in Queensland on the false claim that it will bring 1000’s of Jobs to rural Australians. This is despite 65% of Australians saying they are against Adani. This bi-partisan failure is added to by both major parties supporting exploration by big oil companies in the Great Australian Bight.

We as student representatives at the Australian National University, declare a CLIMATE EMERGENCY. We demand the government ensure a complete transition to 100% renewable energy, end new coal, oil and gas projects and begin transferring and re-skilling all workers in this sector into the renewable sector. We recognise the efforts of activists and groups to raise awareness and fight against climate change, and stand in solidarity with people around the world fighting for a liveable future on this planet.

**Motion:**

1. ANUSA declares a Climate Emergency.
2. ANUSA condemns both major parties for their inaction and negligence towards climate change
3. ANUSA commends all groups and activists who have been fighting for the planet. Such as the recent School Strikes, and the Stop Adani Canberra campaign group.
4. ANUSA will publish a press release declaring a Climate Emergency
5. ANUSA reps are encouraged to attend, promote and where appropriate speak, at all future actions, protests and meetings tackling the climate emergency.
6. ANUSA will commit funds, resources and time towards such progressive actions where appropriate

*Passed: 21/5/2019 at SRC 4*

## Condemning Kambri Booking Fees

**Motion:**

1. ANUSA supports the following principles and will uphold them:
	1. ANUSA supports the rights of students to meet, organise, fundraise, rally, socialise and host events at ANU, free of charge
	2. ANUSA opposes any Kambri booking policy that is not free for students to the full extent of its bargaining power
	3. ANUSA will support public campaigns and actions against the Kambri booking fees.
	4. ANUSA executives only sit on university committees for the benefit of students.
	5. ANUSA supports efforts by the Environment Collective and Clubs Council Executive to oppose these changes.
	6. All Clubs should have equal access to facilities and no club should be given privileged access.
	7. ANUSA and its executive should oppose the implementation of any Kambri booking policy without appropriately long and sincere student consultation by ANU.
2. In light of these principles set out in section 1, ANUSA shall be bound to do the following:
	1. The President of ANUSA shall include a section in every subsequent report to SRC during this year conveying ANUSA’s progress on advocating for a more student friendly and financially accessible booking policy.
	2. ANUSA executives through their placement in relevant committees will advocate against this policy. To the extent they are able, ANUSA executives should inform students of any decisions adverse to students.
	3. ANUSA will take this issue up with Chancellery at the next possible opportunity and will report back to SRC

*Passed: 30/4/2019 at SRC 3*

## Creation of the Number 3 Bus Working Group

**Preamble:**

The Number 3 Bus has been terminated since April 29, 2019. The ANU is seeking to implement a generous internal shuttle service that takes a comprehensive route looping around the ANU from the start of 2020, with a potential soft launch near the end of 2019. This shuttle service is excellent news - it is frequent, free and accessible. However, this does not change the fact that there is no consistent, comprehensive or reliable service to transport students around the ANU in the approximate six month period in between.

The sole existing service - the campus traveller/night bus takes 3 different routes that operate at irregular intervals at various times, has limited capacity and is not wheelchair accessible. Furthermore, the official website indicates a potential range of 20 minutes (10 minutes either way) for the arrival time of the service in question. In theory this is partially mitigated by the fact that it is able to be tracked via the ANU OK app - however, there have been consistent reports of this app not functioning as hoped.

This motion rests on three fundamental goals - that the campus traveller needs to arrive at allocated stops closer to the designated times on the timetable and needs to be trackable via the ANUok app, that strategic plans need to be formed to accommodate and assist with the needs of students who will suffer extraneous hardship as a result of this situation - e.g., increased difficulty attending class and that alternative mechanisms need to be implemented to ensure that students continue to feel safe on campus at night.

**Motion:**

The SRC calls upon the ANUSA President to convene a committee made up of the ANUSA Vice President, the ANUSA Education Officer, the ANUSA Disabilities Officer and the ANUSA Student Assistance Officers to consistently communicate on this issue and collaboratively work together in the pursuit of accessible and available campus transport for students in the interim before the launch of the official ANU internal shuttle service in late 2019. Members of this committee should provide an update on this work in SRC 5 and in SRC 7 in 2019.

*Passed: 30/4/2019 at SRC 3*

## Support for the Refugee Action Campaign’s Palm Sunday Rally

**Preamble:**

For the past six years through the effort of successive Labor and Liberal governments, asylum seekers who come to Australia by boat are locked up in offshore detention centres on Manus Island and Nauru. Being trapped on these Islands and forced to live in appalling conditions has had an enormous toll on the lives of the adults and children on Manus and Nauru. Many of them suffering from serious physical and mental health problems. While the Liberal and Labor party continuously whip up racist, anti-refugee sentiment, dehumanising refugees and demonizing them as criminals. This has recently been seen in the discussion of the medivac bill, an attempt to allow the refugees suffering serious illnesses to be treated in Australia, with Mathias Cormann claiming that it would mean that “rapists, murderers and, pedophiles will get a free pass into [Australia]”, while Labor party capitulated to this sentiment by amending the bill so that refugees with criminal records would not be able to come to Australia for direly needed medical treatment and initially supporting Scott Morrison’s move to reopen Christmas Island, with Bill Shorten saying it was “fine” to send grievously ill refugees to Christmas Island.

Since the offshore detention centres were reopened in 2013, refugee action campaign (RAC) groups around the country have put on rallies every Palm Sunday to protest the appalling and racist practice of offshore detention, to demand that every refugee on Manus and Nauru be brought here and to stand in solidarity with the refugees who themselves have fought back heroically against the Australian government. This year the rally will be held on the 14th of April, ANU RAC activists are organising an ANU contingent to the rally, so student and staff supporters of refugees can march from Kambri to Garema place together to join the rally and show their support.

**Motion:**

ANUSA supports the Refugee Action Campaign’s (RAC) Palm Sunday Rally held on April 14th at 1pm. ANUSA endorses the Uni Contingent to the Palm Sunday Rally organised by ANU RAC, which will be meeting in Kambri at 12pm on the 14th of April. ANUSA condemns mandatory offshore detention, boat turnbacks and the anti-refugee sentiment from the government and opposition. ANUSA will put out a statement supporting refugees, co-host the uni contingent to the Palm Sunday rally on Facebook, share the details on their facebook page and in their newsletter.

Student safety at ANUSA endorsed events is a paramount concern of the Association. As such;

1. ANUSA will endorse the contingent only after due diligence has been conducted surrounding the safety and accessibility of the event.
2. If the event is endorsed, ANUSA requires the members of the ANUSA endorsed contingent to respect the needs and safety of members of the contingent and those around them.
3. On the day of the Rally, ANUSA does not condone the distribution or merchandising of any non-approved and/or third party materials by students who are parties to the ANUSA endorsed contingent as this may intimidate other students.

*Passed: 26/3/2019 at SRC 2*

## Support for the School Strikes for Climate Change

**Preamble:**

Since the Intergovernmental Panel on Climate Change released its report last year on the urgency of combatting climate change, we have seen little to no action on the issue by leaders around the world. In some cases the response from governments has been even worse, including the facilitation through subsidies of the expansion of the fossil fuel industry. In Australia, Labor and the Liberals sought to subsidise the proposed Adani Carmichael coal mine through the Northern Australia Infrastructure Fund (NAIF), until mass protests forced the parties to rule out public funding for the coal mine. Since then, Labor treasurer Chris Bowen has explicitly stated that there will be “no Adani ban on my watch”, and LNP cabinet ministers remain as committed as ever to pushing the project forward.

In the last few weeks there have been protests in Brussels and London of tens of thousands of students and supports taking action for climate change. Here in Australia last November, thousands of students around the country left school and rallied in city centres to protest the inaction of politicians on the issue of climate change. The same student activists, plus many more, are organising a second wave of protests for the 15th of March. ANU students are organising a contingent of staff and students to march from Kambri to Garema Place to join up with and show support for the student strikers.

**Motion:**

ANUSA endorses the Uni Contingent to the Student Strike 4 Climate. ANUSA supports the school students and university students who are protesting on March 15 for action on climate change. ANUSA will co-host and be a part of the ANU contingent to the student strike organised by the Environment Collective, AYCC, and Uni Students for Climate Justice.

*Passed: 5/3/2019 at SRC 1*

## Call for Divestment from Fossil Fuel Industries

**Motion:**

That ANUSA note that:

1. The ANU as in the past invested in fossil fuels, likely still holds fossil investments and has not committed to stop investing in fossil fuels;
2. In response to an FOI request, ANU revealed it has no documents from 2012 relating to environmental impacts of its investments;
3. Climate stability requires leaving the majority of global fossil fuels reserves unburnt;
4. Fossil Fuels extraction poses large and understudied risks to local health, water and ecosystems;
5. Following student’s campaigns, ANU has at last fulfilled its promise to divest from Metgaso;
6. Student campaigns for College Fossil Investment now exist on more than 250 campuses in the US

That ANUSA agree to:

1. Actively support ANU Student Campaigns for the ANU to agree to:
2. Stop investing in Fossil Fuels
3. Divest from Fossil Fuels within five years.

*Passed 26/02/2013 at SRC 1*

[2019 General Secretary Lachlan Day’s interpretation of this policy, is that this is supplementary to the below policy passed in 2018].

**Motion:**

ANUSA acknowledge that:

(i) fossil fuel companies cause considerable social harm, and the top 100 fossil fuel companies are responsible for 71% of the global emissions causing climate change; and that

(ii) the ANU does not invest in other companies which cause social harm, including gambling, tobacco and weapons.

ANUSA believe that:

(i) it is unacceptable for ANU to invest in, and profit from fossil fuel companies; and that

(ii) if ANU, a powerful public institution, were to divest from fossil fuels, it would set a precedent for other institutions and universities to do the same.

ANUSA resolve:

(i) to support Fossil Free ANU’s position, calling on the university to end its investments in fossil fuel companies, asking that they:

Immediately freeze any new investment in the Carbon Underground 200 – the top 200 publicly traded and government owned fossil fuel companies, as defined by the Fossil Free Indexes

Divest within five years from direct ownership in those 200 companies--which hold the vast majority of the world's proven coal, oil, and gas reserves-- and from any commingled funds that include their public equities or corporate bonds.

(ii) to call on the Undergraduate Representative to ANU council to put divestment on the agenda for the next ANU council meeting.

*Passed: 17/4/18 at SRC 3, 2018*

## NUS Office Bearers

**Motion:**

To call upon the ANUSA exec to take strong steps in ensuring that ANUSA’s goal of

1. Getting sustainable funding for department officers in the NUS
2. Ensuring that the NUS International Officer actively partakes in his role and is working in his capacity to ensure that there are campaigns for international students this year are very clearly communicated to NUS through all available means, and that all interested members of the SRC are given timely updates on this matter.
3. Supporting the Council of International Students in Australia (CISA) with ANUSA's best efforts

Passed: 17/4/18 at SRC 3, 2018

## Darlington Statement

**Motion:**

That the SRC affirm and endorse the Darlington Statement, to pave the way for future recommendations to be made to the University and our Association.

*Passed: 17/4/18 at SRC 3, 2018*

## Disputes Committee Induction

**Motion:**

That ANUSA provide a compulsory induction for elected members of the Disputes Committee (including existing and new) to ensure that the committee is aware of their constitutional role and obligations as officers of ANUSA.

The induction is to be facilitated by ANUSA staff including the Operations Manager and Lawyer, with the option to approach an independent third party to run the session. This is to align with efforts to ensure all officers and representative of ANUSA receive adequate induction and are provided with professional support in fulfilling their constitutional functions.

The SRC requests a statement be made by the Disputes Committee summarising the induction process.

*Passed: 17/4/18 at SRC 3, 2018*

## ANUSA Disability Action Plan (DAP)

**Preamble:**

Disability Action plans are used to keep organisations accountable for accessibility and helps remove the burden from people with a disability to educate and implement systemic changes. It is a framework which facilitates the idea that accessibility is everyone’s responsibility and can be integrated within every process of an organisation. It is quite common for accessible organisations to have one as accessibility is something that grows and changes with an organisation and new innovations.;

**Motion:**

ANUSA is committed to ensuring it’s behaviours and practices are as accessible and actively inclusive for students with disability as possible. ANUSA endorses the development of a Disability Action Plan managed by a member of the executive with the consultation of the Disabilities Officer with regular review processes.

*Passed: 27/2/18 at SRC 1 2018*

## Mature Age Student Committee

**Motion:**

That the SRC endorse the creation of a Mature Age Student Committee

*Passed: 20/3/17 at SRC 2 2017*

## Admissions, Scholarship and Accommodation Changes

**Preamble:**

The SRC has discussed the changes to ASA before, and should take a stand to ensure that students facing structural disadvantage will not be hurt by any changes. The intent of this motion is to send a strong signal to the university that ANUSA wants to see any changes to be based on goals of equity and diversity, and will participate in the process as long as it is to that end.

**Motion:**

That the ANU Students’ Association will only endorse changes to Admissions, Scholarships and Accommodation (ASA) if they are based on an overarching goal of increasing equity in admissions and diversification of the student body.

*Passed: 10/05/17 at SRC 4 2017*

## Progressive Speakers List

**Motion:**

That all future meetings of the Student Representative Council, until decided otherwise, will be conducted using a progressive speakers’ list

*Passed 1/08/17 at SRC 5 2017*

## Policy Register

**Motion:**

That the General Secretary compile a “Policy Register” for all Policies passed at all Meetings of the Association for 2017. This will include all motions that can be deemed as “policy” and adopted by the Association for 2017 and continuing years. The General Secretary will present this Policy Register to SRC 7 and include the document in their handover.

*Passed 29/8/17 at SRC 6 2017*

## Sustainable Record Keeping

**Motion:**

That the General Secretary investigate sustainable solutions of record keeping and maintaining institutional knowledge for the purposes of Handover.

*Passed 29/8/17 at SRC 6 2017*

## Livestreaming at the National Union of Students National Conference

**Motion:**

That the SRC adopts as Guiding Principle Policy that the SRC supports livestreaming of the NUS National Conference with appropriate limitations in regards to confidential and autonomous issues.

*Passed 29/8/17 at SRC 6 2017*

## ANU Student Partnership Agreement

**Motion:**

That the SRC Endorse the ANU Student Partnership Agreement

*Passed 19/09/17 at SRC 7 2017*

## Religious Holidays

**Motion:**

That ANUSA endorses the Ethnocultural Department in pursuing a uniform examinations policy to allow for students to defer assessments which class with events of cultural and/or religious significance.

*Passed 19/09/17 at SRC 7 2017*

## Memorandum of Understanding between ANUSA and PARSA

**Motion:**

That the SRC endorse the Memorandum of Understanding and associated Schedules between ANUSA and PARSA.

*Passed 17/10/17 at SRC 8 2017*

## Opposition to government cuts to University Funding

**Motion:**

That the ANU Students' Association oppose any increase in student contributions to the cost of university degrees, including an increase to cover a 20% cut to university funding.

*Passed 15/3/16 at SRC 2 2016*

## Supporting Access to Government Services

**Motion:**

ANUSA notes the recent move by George Christensen calling on the government to end unemployment assistance payments to those who have been unemployed for more than six months. ANUSA also notes that many students rely on similar services and that attacks on government services effects students and their interest.

*Passed 26/07/16 at SRC 5 2016*

## Condemning Holocaust Denial (Motion of the Australian Union of Jewish Students)

**Preamble**

On Monday, 15 August, leaflets were distributed in the Dickson car park and other locations on campus, which expressly denied the existence of the Holocaust, describing it as “the greatest swindle of all time” and the “Holohoax.”

These statements are unacceptable from any individual. The incident reflects the normalization of the Holocaust, and are an attack on the collective memory and trauma of the Jewish community. Indeed, the perspectives of students are often formed and concretized on campus for life. If these views prevail, it reflects our joint failure to not only protect Jews and minorities on campus, but also in the fight against racial discrimination and anti-semitism.

Moreover, this behaviour explicitly rejects the fundamental value we as Australians place on diversity and inclusivity. By publicly denying the Holocaust, these students insulted Jewish students, LGBTIQ students, disabled students, people of socialist ideology (who were also persecuted) and all other ethnic and social groups which fell victim to the systematic assault on life during the Holocaust.

Everyone has the right to feel safe and welcome on campus. ANU students pride ourselves on fostering an environment that is culturally and ethnically diverse and harmonious. As such, we must together act promptly and resolve the underlying problems of discrimination on campus.

The Australasian Union of Jewish Students is seeking the assistance of ANUSA to work together to prevent further instances of racial and ethnic discrimination on campus.

**Motion:**

The Australian National University Student's Association:

1. Condemns the publication of any materials which deny the Holocaust and create division in our student community based on race and ethnicity.
2. Reinforces the importance of Holocaust awareness and education.
3. Reinforces the need to work together to prevent further instances of ethnic discrimination and vilification on campus.
4. Is committed to building an inclusive, accepting and diverse Australian National University student community.

*Passed 11/08/16 at SRC 6 2016*

## Support for the AHRC survey

**Motion:**

That the Association commends the Australian Human Rights Commission’s project on university sexual assault and sexual harassment, and encourages ANU students to complete the national survey.

The Association acknowledges the tireless work of past and present student leaders in advocating for the existence of this survey.

The Association recognises the need for statistically significant data on the prevalence, nature and reporting of sexual assault and sexual harassment at Australian universities, and continues to advocate for more effective policies and procedures to address sexual assault and sexual harassment on campus, and services to support survivors.

*Passed 20/09/16 at SRC 7 2016*

## Ben Gill’s “Hot topics”

**Motion:**

That “Hot Topics” be included at the end of all SRCs, and that submissions for hot topics will be sent to Benjamin Gill.

*Passed 17/02/15 at SRC 1 2015*

## Naming of “Sex and Consent” Week

**Motion:**

That name of the ANUSA Sex Week is amended to include the term ‘consent’ in the immediate title in a phrasing that interested parties see fit at a later stage

*Passed 10/03/2015 at SRC 2 2015*

## Vice-President Authority over the Brian Kenyon Student Space

**Motion:**

That the SRC vests in the Vice President the Authority to determine the trading hours and staffing levels of the Brian Kenyon Student Space.

*Passed 26/05/2015 at SRC 4 2015*

## Department Office Use in the ANUSA Offices

**Motion:**

That the department offices are allocated the office at the front of the ANUSA offices next to the administrative area for use as their regular office.

*Passed 12/03/2014 at SRC 2 2014*

*[Note from 2019 General Secretary Lachlan Day: My interpretation of this policy, is that this is supplementary not contradictory to the similar policy passed at the 2013 AGM]*

## Empowerment of the ANUSA Education Committee

**Motion:**

That ANUSA utilise Education Committee to work on a project opposing future budget cuts, as well as to expand student discussion on related university activities.

*Passed 26/02/2013 at SRC 1 2013*