

**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