

# BY-LAWS OF THE STUDENTS' ASSOCIATION OF THE UNIVERSITY OF TECHNOLOGY, SYDNEY

Last Amended: 19<sup>th</sup> of May 2021

These By-Laws are made under section 18.4 of the Constitution of the Students' Association of the University of Technology, Sydney ("**Association**"), which permits the Students' Representative Council ("**SRC**") to make any rules, regulations, forms, procedures, and policies as the SRC reasonably considers necessary or convenient to facilitate the Association's activities and governance, subject to the objectives of the Association.

These By-Laws may be amended or revoked only in accordance with the Constitution.

Defined words and expressions used in these By-Laws have the meaning given to them in the Constitution.

## 1 Honorariums and stipends

### *Who receives an honorarium or stipend*

1.1 Subject to this clause 1, the Association will pay to an honorarium to the persons holding the following designated offices:

- 1.1.1 the President;
- 1.1.2 the Education Officer;
- 1.1.3 the Wom\*n's Officer;
- 1.1.4 the Welfare Officer;
- 1.1.5 the Indigenous Students' Officer;
- 1.1.6 the General Secretary; and
- 1.1.7 the Assistant General Secretary.

1.2 The Association will pay a Vertigo Editorial Stipend to each person who is elected as an editor of Vertigo and who is eligible to receive a Vertigo Editorial Stipend under clause 1.4.

### *Amount of honoraria and stipend*

1.3 Honoraria and stipends are:

- 1.3.1 For positions elected in 2020, to be paid in the amounts set out in clause 1.5;
- 1.3.2 in each subsequent year, to be increased in accordance with the Consumer Price Index published by the Australian Bureau of Statistics for the March quarter of that year (provided that if the movement in CPI is downwards this will not result in a decrease in the honorarium or stipend for that year);
- 1.3.3 to be paid fortnightly, with each payment to be calculated on a pro rata basis for the term of office (other than the Vertigo Editorial Stipend); and
- 1.3.4 to be paid only for so long as the person holds the designated position in accordance with the Constitution and payments are not suspended in accordance with these By-Laws.

1.4 The Vertigo Editorial Stipend is:

- 1.4.1 to be divided equally between each of the elected editors of Vertigo who completes their term in that role (that is, who remains an editor as at the date of publication of the election issue of Vertigo as contemplated by Election Regulations), provided that no single editor will receive a stipend of more than \$4,000; and
- 1.4.2 to be paid to each editor as a single sum within one month of publishing the last issue of Vertigo (as contemplated by the Election Regulations).

1.5 The rates of payment of honorariums and stipends in 2021 will be:

Office	Amount
President	\$32,500 per annum
General Secretary	\$22,000 per annum
Assistant General Secretary	\$8,000 per annum
Welfare Officer	\$6,000 per annum
Education Officer	\$6,000 per annum
Wom*n's Officer	\$5,000 per annum
Indigenous Officer	\$5,000 per annum
Vertigo Editorial Stipend	\$15,000 per annum divided by the total number of elected editors of Vertigo to a maximum total of: \$4,000 per annum per person.

1.6 The payment of honorariums and stipends under this clause 1 are only enforceable in the instance of which the Association has a financial funding agreement with the University.

**Conditions of honoraria**

1.7 For the recipient of an honorarium to access that honorarium, they must:

- 1.7.1 fulfil all duties outlined in section 10 of the Constitution, as applicable to the office, and all other duties and obligations of members of the SRC as set out in the Constitution;
- 1.7.2 present a written report to each ordinary SRC meeting, outlining in no less than 250 words, a brief account of the duties they fulfilled in their capacity as an executive member of the Association or Collective Office-Bearer;
- 1.7.3 assist the General Secretary, in the publication of the Associations Orientation Handbook, in the capacity as editors; and
- 1.7.4 the Assistant General Secretary shall assist the General Secretary in the maintenance of all Executive and SRC minutes.

1.8 Honoraria (but not the Vertigo Editorial Stipend) may be suspended in accordance with this clause:

- 1.8.1 An honorarium may be suspended if two-thirds of voting members of the SRC determines that the recipient of that honorarium is not performing their duties, as applicable to the office, under the Constitution or as outlined in section 1.7 and Schedule 1 of these By-Laws.

- 1.8.2 An honorarium suspended under clause 1.8.1 can be restored if a majority present at a meeting of the SRC determines that the recipient of the honorarium that has been suspended under clause 1.8.1 is now performing their duties, as applicable to the office, under the Constitution.
- 1.8.3 Any determination by the SRC under clause 1.8.1 or 1.8.2 must only be made where the recipient of the honorarium has been given at least one month's notice (i) that a resolution to suspend their honorarium is being considered; and (ii) of the meeting at which that resolution will be considered.
- 1.9 The honorarium is not a system of wages for hours worked. Rather, it is granted to allow students the time to concentrate upon their office bearer responsibilities. As such it does not reflect the number of hours a person spends working in their position.

### ***Conditions of stipends***

- 1.10 Payment of the Vertigo Editorial Stipend is subject to clause 8.

## **2 Vertigo**

- 2.1 The production and content of Vertigo (including the production of the election edition) shall be the responsibility of an editorial team annually elected by the student body in accordance with the Election Regulations.
- 2.2 The Association may require the Vertigo editors to include in Vertigo both commercial advertising and Association advertising. This advertising in total to not comprise more than one half of the printed newspaper and not more than 25% being commercial advertising.
- 2.3 Not less than 35% of the total pages of each edition of Vertigo must be related to Students' Association campaigns or student issues. The Vertigo editors must provide this 35% to the General Secretary for review, and the General Secretary must approve that this threshold has been met prior to publication. All of the 35% approved content must be published online through Vertigo channels including the Vertigo website and Vertigo Facebook page. The General Secretary must not unreasonably withhold that approval.

## **3 Director of Student Publications**

- 3.1 In addition to the Vertigo editors, there shall be a Director of Student Publications ("DSP") whose duties shall be as follows in clause 3.1.1 to 3.1.3.
- 3.1.1 To make recommendations to the SRC on any matters affecting the publications of the Association.
- 3.1.2 To protect the SRC from possible legal action by deleting any material of the Association which, in the opinion of the DSP, may involve the Association in civil or criminal liability, including defamation, contempt and copyright.
- 3.1.3 To enact Association policy by deleting any material published by the Association that is discriminatory on the basis of sex, sexuality, race, ethnicity or disability – provided that the 'Letters to the Editor' section of Vertigo is excluded from this.
- 3.2 The editor of any Association publication can appeal to the President, who shall obtain legal advice and hold a meeting of the Executive to determine the issue within five days of any such appeal being made. It is recommended that where possible, decisions be made well before publications go to press.
- 3.3 The SRC shall indemnify the DSP for all liability incurred in that capacity as a result of actions which are bona fide, and without negligence.

#### **4 Cheques**

The Executive Officer, General Secretary and Members of the Executive are each individually authorized to sign cheques as long as one other student Office bearer also signs.

#### **5 Succession**

- 5.1 The General Secretary shall, upon death, resignation, or vacation of the role prior to the expiry of their term of office, succeed to the office of President and serve as President for the remainder of the term of office.
- 5.2 The Assistant General Secretary shall, upon the death, resignation, or removal of the General Secretary prior to the expiry of their term of office, succeed to the office of General Secretary and serve as General Secretary for the remainder of the term of office.
- 5.3 The Education Officer shall, upon the death, resignation, or removal of the Assistant General Secretary prior to the expiry of their term of office, succeed to the office of Assistant General Secretary and serve as Assistant General Secretary for the remainder of the term of office.
- 5.4 An Executive may decline to succeed to a higher office in the case of a death, resignation, incapacity, or vacation of another Executive. If the Executive declines to succeed, the role becomes casually vacant.
- 5.5 If a casual vacancy of an Executive occurs and the role is not immediately filled, or a By-Election is required, the SRC may elect any consenting Councillor to fill the role in the interim until either the By-Election is declared, or the term of office expires. A Councillor who becomes an interim Executive member is entitled to any privileges and honorarium, paid on a pro rata basis, of that Executive. This section should not be interpreted to prevent an interim-Executive from acting in their previously elected capacity.

#### **6 Multiple positions**

- 6.1 No member of the SRC shall have more than one vote on the SRC in the event that they are eligible to hold additional membership of the SRC.
- 6.2 Clause 6.1 shall not be construed to prevent the casting of proxy votes.
- 6.3 Members of the Executive cannot hold more than one Executive position.
- 6.4 In the event of a member of the Executive being appointed or elected to, or succeeding to, another Executive position, they shall be deemed to have resigned from their previous position.

#### **7 Collectives**

- 7.1 The SRC is empowered to recognize the creation of Collectives to represent particular identities and issues.
- 7.2 The following is a list of Collectives recognized by the Association, this list does not preclude the recognition and funding of any further groups as the SRC sees fit:
  - 7.2.1 the Queer Collective;
  - 7.2.2 the Environment Collective;
  - 7.2.3 the Accessibilities Collective;
  - 7.2.4 the Ethno-Cultural Collective;
  - 7.2.5 the Wom\*n's Collective;
  - 7.2.6 the International Students' Collective;

- 7.2.7 the Indigenous Collective;
- 7.2.8 the Postgraduate Collective;
- 7.2.9 the Welfare Collective; and
- 7.2.10 the Education Collective.

7.3 Each of the Collectives set out in section 7, including its subsections, of these By-Laws shall be required to conduct themselves consistently with and follow all requirements set out in Schedule 2 of these By-Laws.

## **8 Vertigo Editorial Stipends**

8.1 The annually elected editorial team of the Associations publication 'Vertigo' outlined in the Election Regulations as amended in 2020, shall be eligible to access Vertigo Editorial Stipends outlined in clause 1.5.

8.2 Those in roles eligible to access Vertigo Editorial Stipends will be required to:

8.2.1 produce and edit the content of Vertigo in accordance with clause 2, except for the Association having the right to include both commercial advertising and Association advertising;

8.2.2 ensure that student issues are properly represented to the student community;

8.2.3 produce an election edition of Vertigo;

8.2.4 be required to provide a budget for all publications for the SRC before the publication of the first edition within guidelines provided by the Executive;

8.2.5 required to distribute Vertigo in all Association eligible spaces; and

8.2.6 provide adequate space in each publishing cycle for eligible Association reports to be published.

8.3 Those in roles eligible to access Vertigo Editorial Stipends, may have their stipend suspended if a two-thirds majority of voting members of the SRC determines that the recipient is not performing their duties outlined in clause 8.3 and/or the objectives outlined in section 2 of the Constitution.

8.4 Those in roles eligible to access Vertigo Editorial Stipends, who have had their stipend suspended under clause 8.3 can be restored if a majority present at a meeting of the SRC determines that the recipient of the Vertigo Editorial Stipend under clause 8.4 is now performing their duties outlined in clause 8.3, and/or the objectives outlined in section 2 of the Constitution.

## **9 Association Code of Conduct**

9.1 All student representatives, including members of the Executive, SRC councillors, Vertigo editors, and collective members must comply with the Association Code of Conduct set out at Schedule 1 to these By-Laws.

## **10 Alcohol**

10.1 Only the Council and the Executive may approve the use of Association funds for alcohol.

10.2 Any event run by the UTSSA that will have alcohol present must have been explicitly approved by council or the executive.

## **11 Roles of Officers**

11.1 The Education Officer and Welfare Officer of the Students' Association will hold membership of the SRC.

**12 Standing Orders**

12.1 The SRC shall enact Standing Orders with a two-thirds majority and shall only amend the Standing orders by a two-thirds majority. The Standing Orders shall have the same authority as the By-Laws.

**13 Committees**

13.1 Schedule 3 of these By-Laws set out the powers and procedures of the Grievance Committee.

# Schedule 1 – Association Code of Conduct

## 1 Definitions

**Student Representative** means Executive members, SRC councillors, Vertigo editors, office bearers, Collective Convenors, and members.

## 2 Expected behaviour

2.1 The communication of ideas, opinions and beliefs is a fundamental aim of the Association and this equally applies to all Student Representatives. Respect for the right to freedom of speech of Student Representatives is vital to achieving this aim and fostering an open community on campus.

2.2 Freedom of speech should not be used to defame, vilify, or incite violence against individuals or groups, or to bring the Association into disrepute.

2.3 The Association has a responsibility to ensure that Student Representatives all act within the bounds of accepted behaviour, in a manner which is accountable, safe, legal, and ethical. To benefit from the Association's resources, it is essential that behaviour complies with this Code of Conduct and breaches will not be tolerated.

2.4 In particular, all Student Representatives are expected to:

2.4.1 comply with legal or other administrative requirements, as well as lawful and reasonable directions given by persons in authority;

2.4.2 exercise their judgment in the interests of the Association;

2.4.3 make decisions fairly and without bias using the best information available;

2.4.4 maintain adequate documentation to support decisions made;

2.4.5 respect the dignity of the public, students and other members by treating them with courtesy, honesty, and sensitivity to their rights, including privacy and confidentiality;

2.4.6 act responsibly when becoming aware of any unethical behaviour or wrongdoing; with a view to protect the health and wellbeing of fellow Student Representatives to the best of their ability;

2.4.7 treat others fairly and with respect, and not harass, victimise, or discriminate against members, students, or others in the course of the Association's activities; and

2.4.8 follow processes which ensure that Student Representatives do not and are not seen to have conflicts of interest, including engaging in activities which advance or inhibit personal interests at the expense of the Association, or cause damage to the Association, students, staff, the public, or the University.

## 3 Unacceptable behaviour

3.1 Unacceptable behaviour is that which is inconsistent with the expected behaviour described above and the objectives of the Association as outlined in section 2 of the Constitution.

3.2 Differing social and cultural standards may mean that behaviour which is acceptable to some may be perceived as unacceptable or unreasonable to others. In determining whether behaviour is unacceptable or unreasonable, consideration will be given to what a "reasonable person" would judge to be unacceptable or unreasonable having regards to the circumstances.

3.3 Clause 4 below provides further guidance on what is considered to be unacceptable behaviour.

#### **4 Examples of unacceptable behaviour**

4.1 Behaviour which would be considered unacceptable includes (but is not limited to) the following:

- 4.1.1 acting in any manner that brings the Association into disrepute;
- 4.1.2 aggressive or abusive behaviour such as verbal abuse, threatening gestures or actual violence or assault;
- 4.1.3 bullying, harassment, intimidation or stalking;
- 4.1.4 abusive or harassing notes, emails, telephone calls, text messages, etc;
- 4.1.5 unwelcome physical contact including that of a sexual, intimate, or threatening nature;
- 4.1.6 teasing, name calling or ridicule or making someone the brunt of pranks or practical jokes, excluding or isolating individuals or malicious or mischievous gossip or compliant;
- 4.1.7 withholding approval for or denial of requests maliciously, discriminatorily, unfairly or without basis;
- 4.1.8 belittling opinions or unreasonable and unconstructive criticism;
- 4.1.9 stealing or misuse of the resources of the Association, or failing to ensure that resources of the Association are used efficiently, carefully, lawfully, and honestly;
- 4.1.10 having (or being seen to have) a conflict of interest;
- 4.1.11 involvement with any reprisal made against any person who has made any disclosures under the *Protected Disclosures Act 1994* (NSW) or other complaint;
- 4.1.12 making public comments (either verbal or written) in a private capacity which are attributed as official comment of the Association, or using official Association stationery for private correspondence or for purposes not related to official duties, especially in a way that could cause damage to the Association, students, staff, the public, or the University; and
- 4.1.13 failing to comply with the Constitution and/or these By-Laws.

4.2 Any Student Representative that is found to be involved in the above types of behaviour shall be deemed to be in breach of the Association Code of Conduct.

#### **5 Disciplinary procedure**

5.1 In the case of breaches of the Association Code of Conduct, the executive may issue warnings to those involved, for more serious breaches of the code of conduct they shall be referred to the Grievance Committee as instructed in section 14.4 of the Constitution.



## Schedule 2 – Collectives

### 1 Definitions

**Autonomous Collective** refers to the Wom\*n's, International, Ethno-Cultural, Queer, Indigenous, Postgraduate and Accessibilities Collectives. An autonomous Collective is any Collective that represents an identity or personal status (characteristics that determine an individual's personal and legal status or identity).

### 2 Collective Membership

2.1 A person is a Collective member if they sign up to that Collective via the UTSSA website. A Collective member must be a student enrolled at UTS and must, if the Collective is autonomous, identify as part of that identity group. Only Collective members can attend internal Collective events or use Collective resources unless authorised by all members present at a Collective Meeting.

2.2 All official Collective correspondence to members must be sent to UTS student email addresses to ensure Collective members are UTS students.

### 3 Collective Meetings

#### 3.1 Calling Meetings

The Collective Office-Bearer or Convenor may call a Collective meeting. A Collective meeting is genuine if the meeting has the required notice (section 3.2), meets quorum (section 3.3), and minutes are recorded (section 3.5). Note, typically, the Convenor issues notice.

#### 3.2 Notice

Collective Office-Bearers or Convenors must send at least five days' notice before the next meeting by email, including the time, place and date of the meeting. If available, the email should have the previous minutes attached, as well as an agenda. All members, including students that have signed up to the Collective in the previous 12 months, shall receive notice. If five days' notice is not provided, that meeting is invalid. A notice must be sent 24 hours before a meeting if there is additional information on the place of the meeting; noting the place of the meeting cannot change.

#### 3.3 Quorum

A quorum of five members must be present at a Collective meeting for the meeting to proceed. A meeting is invalid if it does not meet quorum requirements.

#### 3.4 Attendance

All members of the Collective are permitted to attend Collective meetings and events. A Collective may invite an attendee to a Collective meeting, provided that the attendee identifies as a part of that Collective's identity group, if that Collective is autonomous. A person who is not eligible to be a member of an autonomous Collective may be invited to an autonomous Collective event if two thirds of members agree upon motion to hold the event. Attendees who are not members cannot vote.

### 3.5 **Minutes**

A member of the Collective, agreed to by the Collective, must record the minutes of Collective meetings. If no member is agreed to, the minutes shall be recorded by the Convenor or, if the Convenorship is vacant, the Collective Officer or nominee. The minutes must include the time, date, and place that the meeting was opened, a full list of attendance of that meeting of the Collective, the agenda followed, and any resolutions agreed to by the Collective. The Collective Officer and/or Convenor(s) are responsible for the Collective minutes.

3.6 Notwithstanding section 3.5, an attendee of a Collective meeting who does not want their name recorded in the minutes of a Collective may alternatively have their name or UTS student ID recorded on a confidential list submitted to the Executive Officer.

## 4 **Collective Convenor and Internal Collective Positions**

### 4.1 **Role/Responsibility of Convenor**

The Convenor's role is to assist in the internal running of the Collective and they shall have access to the Collective's email. The Convenor is responsible for the internal management of the Collective. The Convenor may assist the Office-Bearer with the external management of the Collective, including raising the Collective's proposals and concerns to the SRC and Executive. Either the Convenor or Office-Bearer can Chair a Collective meeting by agreement.

### 4.2 **Number of Convenors**

All Collectives may internally elect one Convenor if they determine to do so. If the role of Collective Office-Bearer becomes vacant and the Council fails to elect an Office-bearer at the following meeting, then the Collective may elect two Collective Convenors. If an Office-Bearer is elected and there are two Convenors, both Convenor positions shall become vacant when the Office-Bearer commences their term unless a convenor resigns. In accordance with the Constitution, the Council may elect an Office-bearer at any meeting that the position is vacant.

### 4.3 **Internal Collective Positions**

Collectives may agree to elect informal positions – that are not recognised by the Association, SRC or the Executive – to assist with the running of the Collective. The SRC must approve all informal positions before an election. The SRC or Executive shall have the power to veto the creation of any informal roles if they believe they are not within the Collective, or Association objectives.

### 4.4 **Election of Collective Positions including Convenor**

An election for any Collective position(s) must follow the rules and procedure set out in this Schedule – see section 5.

### 4.5 **Eligibility for Election**

Any Collective member that is not a Collective Office-Bearer or member of the Executive is eligible to be elected as a Collective Convenor. Any Collective member may be elected to an Internal Collective Position, provided there is no conflict of interest.

### 4.6 **Term of Office for Positions in this Schedule**

- i) A Collective member elected to an Internal Collective Position is entitled to hold that position until they resign or an election for that position is agreed to by the Collective.
- ii) The position of Collective Convenor shall become vacant:
  - (1) when the Convenor resigns; or

- (2) when the Collective agrees to elect a Convenor and the election is called after the commencement of a new term of the SRC; or
  - (3) the position is declared vacant by an absolute majority of SRC.
- iii) Nothing in section 4.6(ii) prevents the election of a second Convenor under section 4.2.

## **5 Elections**

### **5.1 Notice for meetings calling an election**

A Collective meeting cannot agree to hold an election unless the intention to call an election is included in that meeting's agenda.

### **5.2 Agreement to hold an election**

An election can only be held if agreed to by the Collective. An election for convenor is subject to section 4.6 of this Schedule. The Collective may agree to additional election provisions, not inconsistent with this schedule, upon motion to hold an election.

### **5.3 Election of a Returning Officer (RO)**

Once an election is agreed to, the Collective must elect a Returning Officer to ensure the Collective election rules are followed. If the Collective is autonomous, the Returning Officer must be eligible to be a Collective member. The Returning Officer shall read this Schedule and administer its provisions correctly and in good faith.

### **5.4 Nomination Period**

Once the Collective has decided to call an election, the Collective must agree to a nomination period of at least one week. The nomination period must start not later than one week after the agreement to hold an election, and must close at most 14 days after nominations open. For the purpose of interpretation, an election commences when nominations open.

### **5.5 Nomination Method**

Individuals who wish to apply for a position must nominate in writing within the nomination period by emailing their intention to the Returning Officer. If no Collective member has nominated within the nomination period, the Returning Officer may open nominations to the floor during the meeting.

### **5.6 Election Meeting**

The meeting must be held within 24 hours after the close of nominations. The Election meeting must fulfil the requirements of a genuine Collective meeting to be valid; the Returning Officer may issue the meeting's notice if required.

### **5.7 Method of Election**

The following shall apply to the election of internal Collective positions.

- (i) The Returning Officer shall Chair the election component of the meeting and conduct the election generally. The Returning Officer cannot vote.
- (ii) Candidates may make speeches before the vote. The Collective may agree not to hear speeches and move directly to the vote. The length of speeches shall be a maximum of 2 minutes, unless otherwise determined by the Collective.
- (iii) The vote shall be by a show of hands or secret ballot, as decided by the Collective upon motion to hold an election. If the Collective does not specify a method, the vote shall be by show of hands. There shall be no proxy voting.
- (iv) The candidates may leave the room whilst the election is conducted and have their vote counted before they leave.
- (v) A candidate is elected if they have confidence of, or are agreed to by, a simple majority present in the meeting.

- (vi) Once a candidate is elected as Convenor, they become the Convenor-elect until confirmed by Council as Convenor. A Convenor-elect shall have the same rights and responsibility as a Convenor. Council shall not unreasonably withhold confirmation, and may only vacate the position of Convenor in exceptional circumstances.

#### 5.8 **Eligibility of Voters**

Only Collective members may vote. To be eligible to vote, a Collective member must have attended one Collective meeting in the previous 12 months before the election meeting, unless the Collective was deemed an inactive Collective at any time within the previous 12 weeks. All voters must attend the election meeting and be prepared to confirm to the Returning Officer that they are eligible to vote.

### **6 Inactive Collectives**

6.1 An inactive Collective is a Collective that has not held a genuine meeting for 12 weeks. The month of December is excluded from the calculation of time between collective meetings.

6.2 If a Collective becomes inactive, all internal positions, including Convenor, become vacant.

6.3 If an Office-Bearer is elected and their relevant Collective is inactive, they must seek approval for any expenditure and events from the SRC or Executive where Collective approval would ordinarily be required. The Office-Bearer must call a meeting as soon as practicable and should not unreasonably withhold notice to call a meeting.

### **7 Other powers of the SRC and Executive**

7.1 The SRC or Executive may veto decisions and election results of a Collective meeting if it reasonably believes that the meeting is not conducted in good practice or in breach of the clauses set out within these rules.

### **8 Association Code of Conduct**

8.1 Personal conduct in Collective meetings, events and spaces should adhere to the Association Code of Conduct.

### **9 Reimbursements and Spending**

#### 9.1 **Reimbursements when there is a financial funding agreement between the University and the Association.**

Collectives recognised in clause 7.2 of the By-Laws must follow the process set out in section 9.2. Collectives not recognised in clause 7.2 of the By-Laws must follow the process set out in section 9.4, subject to the terms of the financial agreement.

- 9.2 Each Collective is entitled to reimbursements from the Association of the Collective's expenses, up to a maximum of \$1,500 per term of office. The Executive or Council is required to approve a request for reimbursement from a Collective in accordance with the following procedure:
- (i) The Collective is to approve the expenditure before spending takes place; and
  - (ii) the Collective expenditure motion has an upper (maximum) spending limit, where any spending over and above those limits will not be reimbursed, except in exceptional circumstances; and
  - (iii) the Collective provides the minutes of the meeting establishing an upper spending limit; receipts, invoices, or quotes as applicable; and a motion to reimburse to the General Secretary; and
  - (iv) the Executive or Council can only deny a request for reimbursement if it determines that:
    - (1) the spending violates the Constitution or the by-laws; or
    - (2) the spending violates the financial funding agreement between the Association and the University; or
    - (3) the meeting approving the expenditure was not held in good practice; or
    - (4) the spending exceeds, or would when aggregated with other reimbursements approved for that Collective in that year, exceed \$1,500; or
    - (5) the spending allocation is not within the scope of the objectives outlined in article 2 of the Constitution; or
    - (6) the entire process set out in section 9.2 has not been followed.

9.3 **Reimbursements, when there is not a financial funding agreement between the University and the Association.**

Reimbursements must follow the process set out in section 9.4.

- 9.4 Each Collective may receive reimbursement from the Association of the Collective's expenses, up to a maximum of \$1,500 per term of office in accordance with the following procedure, subject to approval by Council or the Executive:
- (i) The Collective is to approve the expenditure before spending takes place; and
  - (ii) the Collective expenditure motion has an upper (maximum) spending limit, where any spending over and above those limits will not be reimbursed, except in exceptional circumstances; and
  - (iii) the Collective provides the minutes of the meeting establishing an upper spending limit; receipts, invoices, or quotes as applicable; and a motion to reimburse to the General Secretary, and
  - (iv) reimbursement for expenditure on a single item above \$50, or expenditure including an item valued at above \$50, receives Executive approval before purchase.

9.5 **Collective Spending**

Total Collective expenditure shall not exceed \$1,500 per term. The Council or Executive may grant spending above \$1,500 to a Collective for specific purposes. A motion or application for a grant requires an upper spending limit, quotes, a clear and specific purpose and an adequate explanation of why that expenditure furthers the Collective's and Association's objectives.

- 9.6 No purchases made by a Collective, including under section 9 of this Schedule,

can include gift vouchers, prizes for competitions and/or donations, unless approved at an Executive or Council meeting.

9.7 **Fundraising or levying fees**

Collectives must not fundraise or charge fees, in any form, unless expressly approved at a meeting of the Executive, and agreed to by the Executive Officer in writing.

**10 Alcohol**

10.1 Any event attended by any Collective, either in part or in whole, that will have alcohol present must be explicitly approved by Council or the Executive.

10.2 The Council and the Executive must approve spending on alcohol before the purchase of any items. A motion to approve expenditure on alcohol must include an itemised list to be purchased and provisions to ensure the Collective safety.

## Schedule 3 – Grievance Committee

### 1 Establishment

- 1.1 The Grievance Committee is established by the Association and must operate in accordance with the Constitution.
- 1.2 Capitalised terms and expressions which are not defined in this Schedule 3 have the meanings given to them in the Constitution, the By-Laws or the Standing Orders (as applicable from time to time).

### 2 Matters to be considered by the Grievance Committee

- 2.1 The Grievance Committee may consider:
- (a) any dispute between the Association and any Councillor or other person elected or appointed to a position by or within the Association;
  - (b) any dispute between the Association and a Collective, an office-bearer of a Collective or a member of a Collective;
  - (c) any dispute between a Collective and its members and office-bearers;
  - (d) any motion to dismiss a Councillor in accordance with this Constitution;
  - (e) other disciplinary action against an Association member or Councillor; and
  - (f) any matter referred to it by the SRC (by simple majority resolution), by the Executive (by simple majority resolution), or at the request of a personnel committee comprised of Association staff.

### 3 Composition of the Grievance Committee

- 3.1 Subject to this clause 0, the Grievance Committee will be comprised of:
- (a) two Association staff members;
  - (b) two Councillors; and
  - (c) an independent person, appointed from time to time, who is not associated with the University or the Association, such as an external mediator,
- 3.2 **(Grievance Committee Members).**
- At least one Councillor and one Association staff member on the Grievance Committee must identify as other than cisgender male. At least one member must identify as a person of colour or from a culturally and linguistically diverse background.
- 3.3 The appointment of persons to the Grievance Committee is to be made by an absolute majority of Councillors present and voting at the first ordinary meeting of SRC, that is not a Representatives Elect meeting, held after the first day of the UTS Summer Session. No such appointment shall be valid unless one half of the total votes available to the current membership of the SRC are cast in favour of the appointment. If a position remains vacant the SRC may fill the vacancy at any subsequent ordinary meeting of the SRC.

- 3.4 Grievance Committee Members hold tenure until:
- (a) they resign, in writing, to the General Secretary of the Association; or
  - (b) if they are an Association staff member or a Councillor, they cease to hold that position;
  - (c) if they are an independent person, they cease to be independent as contemplated by clause 3.1(c), as determined by that person or by a majority resolution of the SRC;
  - (d) if they are a Councillor, they enter a new term of office and written notice has been issued in respect of an SRC meeting to appoint Grievance Committee Members;
  - (e) if they are a Councillor or Association staff member, they are removed as a Grievance Committee Member by a resolution carried by a simple majority at an SRC meeting or two-thirds majority at an Executive meeting; or
  - (f) if they are an independent person, they are removed by a resolution carried by two-thirds majority at an SRC meeting or an Executive meeting.
- 3.5 Where a Grievance Committee Member is removed under clause 0 or 0), a person appointed to replace a removed person must not be involved in the consideration of any matter before the Grievance Committee prior to their appointment.

#### **4 Ad hoc sub-committees**

- 4.1 The Grievance Committee may form and delegate authority to sub-committees comprised of two or more Grievance Committee Members to consider a particular matter or response.
- 4.2 Any such sub-committee will have the full power and authority of the Grievance Committee, subject to the terms of its delegated authority, and must report to the Grievance Committee in relation to material developments arising in the exercise of that authority.

#### **5 Decision-making by the Grievance Committee**

- 5.1 The Grievance Committee must undertake a thorough investigation into any matter referred to it under the Constitution and any person involved must have a reasonable opportunity to be heard.
- 5.2 The Grievance Committee has the power to:
- (a) make regulations governing the determination of disputes and matters referred to it;
  - (b) designate one or more Grievance Committee Members as a Grievance Officer to manage grievances on behalf of the Grievance Committee and make regulations for the provision of a Grievance Officer or Grievance Officers that are reviewable by the SRC;
  - (c) give directions in relation to the process and resolution of disputes referred to it;
  - (d) make a binding decision regarding any a matter referred to it;
  - (e) view any document in the possession of the Association which is relevant to those investigations;
  - (f) recommend the dismissal of the Councillor and therefore the termination of that Councillor's membership to the Executive or to the SRC;
  - (g) revoke the election or appointment of an Office-Bearer or Internal Collective Positions of a Collective;



- (h) revoke future payments of stipends and honorariums; and
  - (i) prevent Association members from nominating or participating in Association elections.
- 5.3 The Grievance Committee's rights, powers and authorities under clause 5.2, and decisions made in respect of the matters described in clause 5.2, must be exercised or decided by it as a committee and must not be delegated to any Grievance Officer.
- 5.4 All decisions of the Grievance Committee must:
- (a) be recorded in minutes of Grievance Committee meetings; and
  - (b) be documented in a report issued to the SRC setting out the reasons for the decision, except to the extent that they contain confidential, personal or sensitive information, which may not be published.
- 5.5 The report issued to the SRC under clause 0 may be made available to members of the Association on request, unless otherwise determined by the Grievance Committee and subject to the redaction of any confidential, personal or sensitive information, as determined by the Committee.
- 5.6 A party involved in a matter or dispute referred to the Grievance Committee may appoint another person to act on their behalf in the matter.

## 6 Unacceptable behaviour

- 6.1 The Grievance Committee may from time to time determine that a person has engaged in unacceptable behaviour.
- 6.2 For the purpose of this schedule 3, unacceptable behaviour includes:
- (a) taking actions deemed unacceptable behaviour, as set out in Schedule 1 of the By-Laws, including the actions expressly set out in section 4.1 of Schedule 1 of the By-Laws; and/or
  - (b) failing to comply with fair and reasonable directives of the SRC.
- 6.3 Where the Grievance Committee has reasonably determined that a person (the "**Contravener**") has engaged in unacceptable behaviour, the Contravener must prepare a letter to the SRC offering a written apology and undertaking to cease engaging in the unacceptable behaviour.
- 6.4 Where:
- (a) the Contravener fails to provide to the SRC a written apology and undertaking in accordance with clause 0 within seven days of the Grievance Committee giving written notice of the determination; or
  - (b) the Grievance Committee determines that the Contravener has failed to act consistently with the undertaking provided to SRC,

then the following consequences will apply automatically and without the need for further action by the Grievance Committee or the SRC:

- (c) if the Contravener receives a stipend, honorarium or other payment from the Association, the immediate cessation of that person's stipend, honorarium or payment;
- (d) if the Contravener is a Councillor, the immediate recommendation of the dismissal of the Councillor and the termination of that Councillor's membership of the SRC and any other positions that person holds in the Association; and

- (e) a 12 month ban of the Contravener from nominating for, or participating in, an Association election.
- 6.5 Where the Grievance Committee reasonably determines that the Contravener has engaged in serious and ongoing unacceptable behaviour, the Grievance Committee shall enact the consequences set out in 6.4(c)—(e) without requiring an apology or written guarantee and may reasonably exercise any of the powers set out in section 5.2.
- 6.6 The Grievance Committee's rights, powers and authorities under this clause 6, and decisions made in respect of the matters described in clause 6, must be exercised or decided by it as a committee and must not be delegated to any Grievance Officer.

## **7 Grievance Committee Procedure**

- 7.1 The quorum for a Grievance Committee meeting is three Grievance Committee Members, including at least one Association member and one Councillor.
- 7.2 The Grievance Committee may only exercise its powers outlined in clause 0 at a meeting of the Grievance Committee at which a quorum including the independent Grievance Committee Member is present.
- 7.3 The Grievance Committee Members must, from time to time, elect one of their number as chairperson of the Grievance Committee. This person will preside as chairperson at all meetings of the Grievance Committee.
- 7.4 A decision is taken to be made by the Grievance Committee if a simple majority of the votes cast on the resolution are in favour of it by a show of hands or a poll.
- 7.5 If there is an equality of votes the chairperson of the Grievance Committee is entitled to a casting vote in addition to the chairperson's vote as a Grievance Committee Member.
- 7.6 A declaration by the chairperson that a resolution has on a show of hands been carried or carried or lost, and an entry to that effect in the minutes of the proceedings of the Grievance Committee, is conclusive evidence of the fact. Neither the chairperson nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against the resolution.
- 7.7 Minutes of each meeting of the Grievance Committee are to be recorded and retained by the Association for a period of at least seven years.

## **8 Referral**

- 8.1 The Grievance Committee may refer any matter to an external party, such as an appropriate external mediator or community legal centre.
- 8.2 A matter may be referred to a third party if:
- (a) the Grievance Committee reasonably believes it is unable to deal with the matter, and a third party would be more appropriate in the circumstances;
  - (b) an appropriate ad hoc subcommittee cannot be established in accordance with clause 0 to deal with a matter;
  - (c) three or more Grievance Committee Members are determined to be unable to consider a matter in accordance with clause 0; or
- 8.3 A matter, or part of a matter, shall be automatically referred to the UTS Governance Support Unit if the matter constitutes, or would constitute, a student misconduct under section 16.2 of the UTS Student Rules.

## 9 Appeal

- 9.1 Following a decision of the Grievance Committee, a person directly involved in the matter may appeal that decision by submitting a request in writing to the General Secretary, or the President if it is inappropriate to submit the request to the General Secretary, within 14 days of the decision outlining the reasons for the appeal in no less than 250 words.
- 9.2 The SRC or the Executive must determine whether the matter ought to be reviewed, and if so, whether the review is to be conducted by the Grievance Committee, by an ad-hoc subcommittee of the Grievance Committee or referred to a third party. If the SRC or the Executive determines that the matter ought not be reviewed, the SRC or the Executive (as applicable) may still determine whether the matter ought to be reviewed.

## 10 Allegation of Bias

- 10.1 For the purpose of this clause 0:
- (a) **Bias** means a real or perceived interest in the outcome of a matter, against or in favour of any person, referred to the Grievance Committee. Examples of relationships, interests and behaviours which may infer a real or perceived bias can include:
- (i) direct or indirect financial interest;
  - (ii) a form of employee-employer relationship;
  - (iii) previous statements or behaviour which suggest bias or prejudice;
  - (iv) direct or indirect personal relationship or experiences; or
  - (v) romantic or familial relationship, etc.
- (b) **Declaration of Interest** means a declaration by a Member of the Grievance Committee that they may have a real or perceived Bias. A Member of the Grievance Committee may make a Declaration of Interest even if they believe they do not have actual Bias but may have a perceived Bias.
- (c) **Member of the Grievance Committee** includes anyone appointed under clause 0 of this schedule 3 and any person dealing with matters referred to them by the Grievance Committee in accordance with clause 0.
- 10.2 Any Member of the Grievance Committee who has Bias in respect of a matter must not take part in the Grievance Committee's consideration of that matter. Members of the Grievance Committee may make a Declaration of Interest at any time and withdraw themselves from the determination of the relevant matter.
- 10.3 If a Member of the Grievance Committee does not make a Declaration of Interest and there is an allegation of Bias, the Grievance Committee must consider the allegation of Bias and make a determination before dealing with or referring a grievance.
- 10.4 The Grievance Committee may resolve to refer an allegation of Bias for determination to the SRC or the Executive. No Member of the Grievance Committee alleged of Bias may hear or determine any matter relevant to the allegation until the matter of Bias is resolved. A determination of Bias, against a Member of the Grievance Committee, can be made by:
- (a) a simple majority of the Grievance Committee; or
  - (b) a simple majority of SRC or Executive, if referred; or
  - (c) an absolute majority of SRC or two-thirds majority of the Executive, in any case.
- 10.5 If three or more members are alleged of bias an adjudication of their bias can only be made by the SRC.

- 10.6 A Member of the Grievance Committee must not take part in the consideration of a matter, or attend the relevant part of a Grievance Committee meeting, if it is reasonably determined that the Member of the Grievance Committee has a Bias or a conflict of interest regarding that matter.
- 10.7 Despite clause 7.2, if it is determined in accordance with clause 0 or 0 that both Councillors of the Grievance Committee are unable to consider a particular matter, then the remaining Members of the Grievance Committee may meet and decide that particular matter or refer the matter to a third party in accordance with clause 8.
- 10.8 Despite clause 0, if it is determined in accordance with clause 0 or 0 that three or more Members of the Grievance Committee are unable to consider a particular matter, then the remaining two Members of the Grievance Committee may meet and decide that particular matter or refer the matter to a third party in accordance with clause 0.
- 10.9 If it is determined that four or more Members of the Grievance Committee are unable to consider a particular matter, the Grievance Committee must refer the matter to a third party in accordance with clause 0.