



SYN Media: Policies

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1 OVERVIEW

This set of policies (the “Policies”) sets the parameters for decision-making at SYN Media (“SYN”). They establish a framework for day-to-day actions and strategy but leave room for flexibility. They show the “why” behind an action and can be shared with an external audience. It is a document that will be reviewed periodically to accommodate changes in the general work environment and legislation. This will be as follows:

- Annual Review by the General Manager
- Biennial (every two years) by Risk and Compliance Committee

Unless stated otherwise, the Policies applicable to all full-time, part-time and casual staff at SYN. Where something in the Policies is in direct conflict with legislation, the stipulations in the legislation will apply.

This document is a companion to **SYN Procedures**, an internal document which describes the procedures by which the SYN staff, volunteers or Board follow the Policies.

1.1 Definition of Terms

Board: The Board of Directors of the incorporated association that manages SYN according to the rules under which SYN is incorporated.

Employee: A paid staff member who is employed by SYN. This includes casual staff members.

Member: An individual or organisation who has met the requirements for membership and is a financial member of SYN, eg, TAFE, University, etc.

Volunteer: A member of SYN aged 12-25 who is engaged as a volunteer with SYN.

SYN: The Student Youth Network Incorporated, trading as SYN Media



2 RECRUITMENT, EMPLOYMENT AND REMUNERATION

2.1 Staff vacancies policy

2.1.1 Purpose / Rationale

1. This policy is intended to provide SYN with clear guidelines for the recruitment and selection of SYN staff and applies to all SYN's operations and locations.

2.1.2 Objectives

2. The objectives of this policy are to:
 - a. ensure SYN practices a fair and equitable process of recruitment and selection of staff, which is based on merit;
 - b. ensure SYN's process of recruitment and selection conforms to equal employment opportunity principles, subject to any exemption obtained through application to VCAT, as well as requirements provided under the *Working with Children Act 2005* (VIC); and
 - c. enable SYN to seek the best possible person to fill any staff vacancy.

2.1.3 Policy Statement

3. SYN's recruitment, selection and appointment processes are set out at section 2 of the SYN Procedures.
4. If a position at SYN becomes vacant through the expiration of a contract, retirement, resignation or other means, or with creation of a new position, the General Manager will have absolute discretion on whether to recruit internally or externally.
5. SYN shall employ paid staff that have the appropriate qualification(s) and/or relevant experience.
6. SYN will ensure that the best available applicant, as assessed against the selection criteria, will be recommended for employment on merit. Merit is defined as the extent to which each applicant has:
 - a. the skills, knowledge, experience, past performance and other personal qualities relevant to the job.
 - b. demonstrated good conduct appropriate to community sector employment.
 - c. potential for further development with the organisation.
7. SYN has a commitment to maximise career path opportunities for existing staff.
8. SYN will provide equal employment opportunity for all individuals regardless of:
 - a. Race
 - b. Colour
 - c. Ethnicity
 - d. National origin
 - e. Beliefs
 - f. Union activity
 - g. Marital status



- h. Sexual preference
 - i. Gender
 - j. Disability
 - k. Other characteristics protected by law
9. All applicants will be given equal employment opportunity, save that preference shall be given to candidates under the age of 26 where all other criteria are equal.

SYN has an exemption from the Victorian Civil and Administrative Tribunal to allow discrimination on the basis of age. SYN prefers candidates under 26 years of age, but candidates over 26 are still encouraged to apply for employment positions.

10. Applicants can only be appointed to a position when all the pre-employment checks have been undertaken. The purpose of pre-employment checks is to verify the identity and credentials, including any formal education qualifications of an applicant, and to determine the applicant's suitability for the duties of the position. This aligns with SYN's duty of care to its members and service users.

Note: SYN retains the right to decline employment to anyone who is unable to obtain and keep current a Working with Children clearance.

2.2 Employment law and agreements

2.2.1 Purpose / Rationale

1. This policy is intended to provide SYN with clear guidelines for employment conditions and the use of employment agreements.

2.2.2 Objectives

2. The objectives of this policy statement are to:
 - a. describe the relevance and application of industrial awards;
 - b. ensure SYN staff are aware of their rights under the National Employment Standards (see [National Employment Standards - Fair Work Ombudsman](#)); and
 - c. make note of SYN's exemption to discriminate on age.

2.2.3 Coverage / Scope

3. This policy applies to all SYN paid staff.

2.2.4 Policy Statement

4. SYN's employment agreement process is set out at section 2 of the SYN Procedures.
5. All SYN paid staff are covered by the National Employment Standards, which are included are at [National Employment Standards - Fair Work Ombudsman](#).
6. SYN staff are employed on individual employment contracts. These include a position description current at the time of offer which describes the specific performance objectives, duties, obligations, duration and salary for the role. Unless formally outlined in a contract, the terms and conditions of this policy shall apply uniformly to all individual employment contracts.
7. The General Manager is required to approve all individual employment contracts.
8. Individual employment contracts may be renewed for a new, discrete period by agreement between both parties, the employee and SYN management.



9. SYN reserves the right to refrain from renewing an individual employment contract for a new term should Management feel it is appropriate to do so due to staffing, operational, financial or any other considerations.
10. A four-week notice period will apply for both renewal or cessation of an employment contract (see Notice of Resignation or Termination).
11. Due to the diverse nature of the work undertaken by staff at SYN, staff are not covered by an award or registered Enterprise Bargaining Agreement. The Fair Work Ombudsman classifies these types of staff as award and agreement free. As a result, the entitlements of SYN staff come from their individual employment contracts and the *Fair Work Act 2009* (Cth) (**Fair Work Act**), including the National Employment Standards.
12. Employment conditions at SYN, particularly those relating to allowances, are occasionally developed with reference to the Broadcasting and Recorded Entertainment Award 2010 or the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS). Where this is the case, this is made explicit in these Policies.

2.3 Talent Review Policy (Bi-annual)

2.3.1 Purpose / Rationale

1. To establish a formal process for discussing and documenting both achievements and challenges facing paid SYN staff.

2.3.2 Objectives

2. The objectives of this policy are to:
 - a. recognise each paid staff member as an individual;
 - b. assist each individual in their development;
 - c. maintain a climate of mutual understanding and support for the goals of SYN and the individual;
 - d. increase productivity and efficiency; and
 - e. provide an opportunity for an individual to receive and respond to feedback on work performance and for the General Manager to provide feedback to the Board.

2.3.3 Policy Statement

3. This policy should be read in conjunction with section 2 of SYN Procedures.
4. SYN follows an annual performance cycle with mid-year and end-of-year reviews for each paid employee. Typically the mid-year review will fall around December and the end-of-year review will fall around June.
5. Reviews will be conducted by the employee's Line Manager.
6. The purpose of the review is to summarise the previous 6 months' achievements and decide focus areas for the next 6 months.
7. These are formal reviews, but in order to encourage a culture of regular feedback, staff and Line Managers are encouraged to regularly meet for check-ins throughout the year where feedback is shared.
8. Remuneration changes resulting from talent reviews can only be made at end of year reviews to coincide with the budgeting process, along with any recommendations regarding a variation to the employee's salary (see Salary, Payroll & Superannuation).



2.4 Underperformance

2.4.1 Purpose / Rationale

1. To establish a formal process for discussing and documenting issues of underperformance by SYN paid staff.
2. SYN is committed to ensuring that underperformance is managed in a fair and just manner. The aim of the Underperformance Policy is to ensure appropriate management of underperformance and to maintain member, partner and public confidence. It is also to raise awareness among all SYN paid staff of the underperformance process.

Note: Underperformance is not Serious Misconduct. Serious Misconduct is outlined in more detail in Serious Misconduct

2.4.2 Objectives

3. SYN's objectives are to provide advice and support to an employee whose performance is below the expected standard, and to provide a fair, prompt and transparent framework to support the action to be taken where an employee continues to perform below the expected standard. This includes:
 - a. creating an environment of high work standard;
 - b. ensuring a high level of positive opinion towards SYN;
 - c. treating seriously, promptly and fairly all cases of underperformance with due regard to procedural fairness, natural justice, confidentiality and privacy; and
 - d. creating an awareness and understanding of these objectives.

2.4.3 Policy Statement

4. This policy should be read in conjunction with section 2 of SYN Procedures.
5. SYN, in accordance with the Fair Work Ombudsman defines underperformance, or poor performance, as when an employee isn't doing their job properly, or is behaving in an unacceptable way in the course of their employment. It includes when the employee is:
 - a. not carrying out work to the required standard, or not doing their job at all;
 - b. not following workplace policies, rules or procedures;
 - c. engaging in unacceptable behaviour at work; and/or,
 - d. engaging in disruptive, negative or undermining behaviour at work.
6. If an employee who is not on probation at SYN is underperforming, efforts will be made to support the employee in correcting their behaviour so they are able to grow and get to a position where they are performing in line with expectations. Where these efforts are made and are not deemed successful, SYN will invoke a three-step Performance Improvement process, included in section 2 of SYN Procedures. Staff who disagree with a Line Manager's assessment of their progress through any stage of this process should follow the Dispute Resolution Policy.

2.5 Serious Misconduct

2.5.1 Purpose/ Rationale

7. This purpose of this policy is to inform staff of the consequences of Serious Misconduct on their employment should those allegations be substantiated.



2.5.2 Objectives

8. SYN expects its staff to behave professionally and uphold SYN's values in undertaking their duties. Cases of alleged misconduct or serious misconduct by a staff member will be dealt with seriously, promptly, in line with natural justice and procedural fairness principles in accordance with this policy.

2.5.3 Policy Statement

9. Serious Misconduct is conduct by an employee that is intentional and causes serious immediate risk to the health or safety of a person, or the reputation, viability or profitability of SYN.

Note: The Fair Work Ombudsman defines Serious Misconduct as follows: "Serious misconduct involves an employee deliberately behaving in a way that is inconsistent with continuing their employment. Examples include: causing serious and imminent risk to the health and safety of another person or to the reputation or profits of their employer's business, theft, fraud, assault, sexual harassment or refusing to carry out a lawful and reasonable instruction that is part of the job." (<https://www.fairwork.gov.au/Dictionary>)

10. SYN may terminate an employee's contract without notice if it forms the view that the employee is guilty of Serious Misconduct, which includes:
 - a. wilful or deliberate behaviour by the employee which is inconsistent with the continuation of their employment;
 - b. conduct that causes imminent and serious risk to the health or safety of a person or the reputation of SYN; or
 - c. engaging in theft, fraud or assault.
11. SYN may investigate any instance in which a staff member may have committed Serious Misconduct.
12. Throughout the investigation of Serious Misconduct, a staff member may choose to be assisted by a person of their choice, provided that person is not a practising barrister or solicitor. The role of a support person is to provide moral and practical support to the staff member, but not to act as their advocate.
13. Investigations associated with misconduct or Serious Misconduct will be conducted in line with natural justice and procedural fairness.
14. Staff found to have engaged in Serious Misconduct whilst working at SYN may have their employment terminated immediately.
15. If an employee disputes the claims of Serious Misconduct made against them, they may follow the process outlined in the Dispute Resolution Policy

2.6 Probation

2.6.1 Purpose / Rationale

1. To create a discrete period of three months in which both SYN and a new employee can assess the suitability of the role and ensure that the expectations and requirements of each are fully supported (**Probation Period**).

2.6.2 Objectives

2. This policy should be read in conjunction with section 2 of SYN Procedures.
3. To give SYN staff an opportunity to review the position and resign their employment during the Probation Period with one weeks' notice if they find the role unsuitable.



4. To give SYN management an opportunity to review the staff member's capacity to fulfil the position and to conclude their employment during the Probation Period with one weeks' notice during the if they find them unsuitable to the role.
5. To create an opportunity for both parties to provide feedback and communicate to identify and seek to address any issues early in the employment relationship.

2.6.3 Policy Statement

6. Unless excluded from their individual employment contract, all SYN staff are subject to a three-month Probation Period of employment when beginning their role. This does not apply to internal role changes.
7. Both parties will assess the suitability of the role and ensure that the expectations and requirements of each are fully supported. During the Probation Period, the Line Manager and employee should work closely together to provide feedback and communicate any difficulties with the intention that they be addressed and resolved.
8. During the Probation Period, SYN or the employee can terminate the individual employment contract at any time with one weeks' notice.
9. Staff will still accrue entitlements during this time.
10. Just prior to the conclusion of the Probation Period, the staff member's Line Manager will meet with the staff member to provide feedback on their first three months and to confirm the outcome of the probation review. The Line Manager will include feedback from other members of staff in forming the decision and seek approval from the GM for their recommendation. For clarity, a probation review is not a formal talent review.

2.7 Professional Development

2.7.1 Purpose/ Rationale

1. Well-constructed and considered professional development leads to immediate and long-term benefits for both staff and SYN. Where SYN recognises that an employee's overall performance will be enhanced by the continuous development or maintenance of skills and competencies of direct use in the conduct of their duties, the conditions for developing these skills will be articulated within the Talent Review process.

2.7.2 Objectives

2. To outline SYN's commitment to providing staff with professional development opportunities where appropriate.

2.7.3 Policy Statement

3. The appropriate time and place to discuss professional development needs is during the Talent Review process (see the Talent Review Policy (Bi-annual)). Staff should use Talent Reviews as an opportunity to bring to the attention of their Line Manager areas of skill and knowledge they feel they are lacking and that impede productivity and the effective fulfilment of their duties. Managers will use Talent Reviews to identify opportunities for growth and actions to be taken to enable that growth.
4. Professional development will be delivered within the available SYN budget.
5. The format of professional development can take many forms. It may include eLearning, coaching by another staff member, mentoring by an individual outside SYN or formal training courses.



6. Where a professional development opportunity that is external to SYN and has a cost is identified, approval must be sought by the General Manager who will consider:
 - a. whether the knowledge, skills and competencies to be gained are directly related to the key priorities of the employee's position;
 - b. whether the proposed knowledge, skills and competencies cannot be gained by other means; and
 - c. whether the budget is available at the time for professional development.
7. Staff are encouraged to identify professional development opportunities and to discuss these with their Line Manager. Managers will work with the General Manager and the Board's Performance & Remuneration Committee in helping to identify appropriate opportunities.
8. When a SYN employee is interstate, on conferences, seminars or workshops which have been approved as professional development, attendance beyond a normal work-day (for example, at an evening lecture, seminar, dinner or other session that is part of the event) this will not attract TIL credits. When a SYN employee spends a full weekend day in professional development this will attract a full day TIL.

Note: in the past TIL may have been accrued in these circumstances

2.8 Salary, Payroll & Superannuation

2.8.1 Purpose/ Rationale

1. This policy is intended to provide staff with clear guidelines as to their remuneration entitlements while employed by SYN.

2.8.2 Objectives

2. This policy clarifies the condition to apply regarding the following:
 - a. Payroll
 - b. Salary
 - c. Superannuation
 - d. Higher Duties Compensation

2.8.3 Coverage/ Scope

3. All ongoing, permanent staff.

2.8.4 Policy Statement

Payroll

4. Staff are paid weekly to their nominated Australian bank accounts.
5. Unless impacted by Victorian public holidays, staff will be **paid each Wednesday** for the previous Monday to Friday period. Pay slips are available to view via Xero immediately the payroll has been processed and will also be issued as soon as practicable by the Accounts Coordinator.
6. New staff will be provided with, and must complete and return to the General Manager on their first day of employment the following Payroll Documents:
 - a. An Employee Details Form with bank details and details of requested superfund; and



- b. A Tax Declaration including the staff Tax File Number

Salary

7. Employee remuneration will be based on the Progression Pay Model (**Model**) included at **Appendix A – Progression Pay Model**. This model will be implemented from 1 July 2019.
8. New staff will generally commence employment at the 'Entry' responsibility level of their relevant band however, the General Manager is empowered to commence a new employee on a higher responsibility level commensurate with their experience, but it must be aligned to a level in the model.
9. Annual increases to employee remuneration must be in accordance with the Model and subject to each employee achieving a satisfactory end of year Talent Review (see the Talent Review Policy (Bi-annual)) and subject to affordability. If an employee is deemed to be 'underperforming,' this will be managed in accordance with Underperformance and they will not progress up a responsibility level or therefore, receive an increase in remuneration.
10. The salaries in the Model will be considered annually by the Performance and Remuneration Committee against factors such as inflation, cost of living etc, and any recommendation to change it will be submitted to the Finance Committee to review affordability as part of annual budgeting reviews. The changes will require the ultimate approval of the Board.

Higher duties compensation

11. At times staff will freely perform higher duties as a normal part of their employment and in keeping with SYN's values of Access and Participation. While it is recognised that SYN staff often go above and beyond, and we encourage this behaviour, it is also important to balance workload and ensure staff do not burn-out.
12. This policy relates to times when an employee is requested to undertake work in a demonstrably higher employment band than their own. In this situation, they may be paid a higher duties allowance to recognise their increased responsibility and workload. This will apply in the following conditions:
 - a. to incur a higher duties allowance the period of higher duties must be three weeks in duration or longer;
 - b. it must first be authorised in writing by the General Manager;
 - c. the extent of the higher duties should be clear in terms of the additional responsibilities and whether the employee will retain some or all of their own duties during the period of 'acting-up';
 - d. the higher duties allowance will be relative to the increase in responsibilities. For example if only 30% of the duties relating to the higher employment band are required, then the employee may receive only part of the total potential increase;
 - e. the General Manager may authorise a higher duties allowance of up to 20% of the staff member's regular wage (based on the extent of higher duties). Amounts above 20% must be authorised by the Board; and
 - f. higher duties allowance will apply for the duration of the time the staff member undertakes the additional work.

Superannuation

13. The Superannuation Guarantee (**SG**) is a compulsory system of superannuation support for staff; it is paid for by SYN at the statutory rate.



14. SYN pays SG contributions for all eligible staff via a Superannuation Clearing House. This is paid quarterly by SYN and is then distributed by the Clearing House to your nominated fund. Your nominated fund will issue staff with a statement.
15. Staff may request additionally voluntary superannuation contributions from their standard salary and may discuss this with the General Manager.
16. The amount of SG contribution made by SYN on your behalf will appear in your payroll portal and will be printed on your payslip.
17. On commencement, all staff are provided with a SuperChoice Form. It is their responsibility to complete it and submit it to Payroll as soon as possible and by the end of the quarter at the latest when your SG contribution must be submitted to the Clearing House.

If you do not have a superfund, and need advice about getting started, a good starting point is <https://www.ato.gov.au/Individuals/Super/Getting-your-super-started/> or <http://www.industrysuper.com>.

Note: This policy is not intended to constitute financial advice. If there is any doubt, professional advice should be sought.

18. By law, each quarter, SYN must contribute super to an approved fund. In those instances where an employee does not choose a superannuation fund to which SYN can SG contributions, a default fund will apply. SYN's default fund is **Media Super** as it is the Industry SuperFund for people working in print, media, and entertainment and art industries. For more information go to www.mediasuper.com.au.

2.8.5 Exceptions

19. SYN is not required to provide SG contributions for the following categories of staff:
 - a. staff receiving a salary/wage of less than \$450 (before tax) in a calendar month;
 - b. staff under 18 years of age working less than 30 hours per week.

2.9 Public Holidays

2.9.1 Purpose / Rationale

1. This policy is intended to provide SYN with clear guidelines regarding working on public holidays.

2.9.2 Objectives

2. The objectives of this policy statement are to:
 - a. clarify the pay and compensation applicable to public holidays including time in lieu (TIL) allowance
 - b. provide guidelines for the appropriate deployment of staff on public holidays.

2.9.3 Coverage/ Scope

3. All paid staff.

2.9.4 Policy Statement

4. All SYN staff have the right to a day off on Victorian and National public holidays.
5. If the employee would usually have worked on that day, they will be paid for their ordinary hours of work on that day.
6. On rare occasions, staff may be asked to work on a public holiday outside of their normal rostered hour. In these instances the time will be compensated as TIL – see Hours of Work.



7. If this occurs, an employee is entitled to refuse to work on a public holiday if the request from SYN is not reasonable, or the employee has a reasonable reason to refuse. What is 'reasonable' depends on the nature of the work required by the employee, the employee's personal circumstances (including family responsibilities) and how much notice was given to the employee.
8. Staff may not work on a public holiday without the prior written approval of the General Manager. If agreement between the employee and the General Manager cannot be reached then the decision will be referred to the Board.

2.10 Hours of Work

2.10.1 Purpose/ Rationale

1. This policy is intended to provide SYN staff and management with a clear understanding of the requirements and entitlements regarding hours of work.

2.10.2 Objectives

2. The objectives of this policy statement are to clarify SYN's expectations regarding:
 - a. staff claiming TIL, including TIL compensation for additional hours worked, approved professional development, special circumstances & events and for approved travel time;
 - b. clarification of timesheet requirement for casuals and those claiming TIL; and
 - c. SYN's expectations regarding staff and the Emergency Phone Coverage Roster.

2.10.3 Coverage/ Scope

3. All paid staff including casuals.

2.10.4 Policy Statement

Overview of Time in Lieu (TIL)

4. SYN staff have a standard working week of 38 hours for a full-time employee (pro-rata for part-time or casual staff). Staff are entitled to take a lunch break during this time, though this break is not included in the hours of work.
5. Staff may make use of the TIL system as described this section.
6. The nature of the work undertaken at SYN means that, from time to time, SYN staff may be required to work more than a standard 38-hour week (pro-rata for part-time or casual staff). When this occurs, staff will accrue TIL credits on a one-for-one basis (i.e, staff will accrue one hour of TIL for every additional hour worked).

Note: There are no provisions for staff at SYN to be paid for overtime

7. SYN values a self-directed approach to managing individual workloads, balanced with the appropriate and regular oversight of Managers. SYN also recognises that high TIL accruals are indicators of workload or performance issues that cannot be resolved through continued TIL claims. All staff are responsible for understanding the TIL system and should discuss it with their Managers regularly so that excessive TIL credits do not accrue.
8. Taking of TIL must be requested and approved by the employee's Manager and logged in the TIL Book located on the SYN Departments Drive under Common Office Documents.
9. Important principles of the TIL system include:



- a. TIL credits are designed to ensure that staff are not unduly stressed by the demands of their employment. Excess hours worked should be logged and redeemed as soon as possible after the event, and within a maximum timeframe of one month of the date accrued.
- b. TIL credits are tracked using the TIL Book available on the Departments Drive;
- c. The maximum amount of TIL that can be accrued is 22.5 hours, or three full days at any one time
- d. TIL credits can only be accrued with the employee's Line Manager's prior approval. This approval may be verbal up to a maximum of 22.5 hours, or three full days. Any amount of TIL accrued beyond this point without the written approval of the employee's Line Manager will be forfeited.
- e. TIL credits are not intended to be used as Annual Leave substitution or augmentation.
- f. TIL credits will not form part of any termination payment.
- g. For payment of TIL as it relates to professional development – see Professional Development.

Special circumstances and events

10. On occasions, the General Manager may advise that specific staff will be granted a set number of TIL hours in respect to special circumstances and events.
11. From time-to-time special events/conferences will arise which staff will be required to attend. Entitlements to claim TIL credits due to attendance at these events will be advised prior to such events by the General Manager.

SYN Camp

12. To acknowledge the evening work required by all staff at SYN Camp, the General Manager has the authority to allow staff to accrue up to 8 hours of TIL over the course of SYN Camp.
13. While it is acknowledged that some staff may put in hours over and above this amount, a standard 8 hours is adopted to cover the 3-day period to be fair to all and avoid the necessity of tracking and justifying work hours over the three-day period of SYN Camp.
14. When it is anticipated that a staff members role at the SYN Camp may require them to work excessive hours, they may negotiate this in advance with the General Manager so that their workload can be more evenly distributed.

Payment for travel time

15. Most travel undertaken by SYN staff during SYN business is in and around Melbourne and is completed during the staff member's normal, paid working hours. Consequently additional TIL for travel time while on SYN business travel is infrequent for most staff positions. However, for those situations where it may occur the following guidelines should be observed:
 - a. Travel time completed during paid workhours does not incur TIL.
 - b. Travel time outside of paid work hours is reimbursed as TIL.
 - c. Travel time is calculated from the employee's regular office location to their business destination. It does not apply to the time it takes for the employee to drive from home to their normal place of work.
 - d. Travel time outside of work hours must be authorised in advance by the General Manager or the potential TIL reimbursement may be forfeited.



16. For reimbursement of travel related expenses also see Travel Policy.

Emergency Phone Coverage Roster

17. It is expected that all SYN staff will participate in the Emergency Phone rotation. This requires the person on duty be available and on call to respond to any emergency that may arise at SYN outside of office hours. The following guidelines apply:
- a. the rostered person must be available to take calls and able to respond to studio problems or must make provision for another staff member to accept responsibility to cover for them;
 - b. responsibility for the emergency mobile phone is rotated every 3 to 4 weeks between all paid SYN staff working more than 22.5 hours per week;
 - c. the on-call roster is part of each staff member's duties and salary package so does not automatically incur additional allowance or TIL;
 - d. each problem is considered a discrete issue and will not incur TIL if it takes less than 35 minutes to resolve; and
 - e. in those instances, in which an urgent, emergency occurs for which staff cannot resolve the issue in less than 35 minutes the staff member may be compensated with TIL. This may be due to many phone calls being necessary or because they must attend the studio in person to resolve the problem.
18. The person on call may be required to take emergency phone calls after work, over the weekend, or very late at night (in the a.m). Often the problem is resolved quickly but on occasions it may take many calls over the course of several hours. For example, it may involve working remotely to assist volunteers through a rest of the studio panel and restart of studio computers or may require that they attend the studio in person.
19. Accrual of TIL will occur when:
- a. the staff member on call is required to attend the studio to resolve the issue –will include time required in the studio to resolve the problem plus reasonable travel time; or
 - b. a single issue requires multiple phone calls over an extended period – when the issue cannot be resolved in less than 35 minutes_the staff member may be compensated with TIL. This may be due to many phone calls being necessary or because they must attend the studio to resolve the problem;
20. Detailed notes of the issues, the time taken and the action/s taken must be provided to The General Manager as part of the claim for TIL.

2.11 Leave

2.11.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for the use of, and entitlements to, both Paid and Unpaid leave,

2.11.2 Objectives

2. Provide guidelines for entitlement associated with leave stipulated in the National Employment Standards including:
 - a. Annual Leave
 - b. Personal/Carer's Leave (Sick and Carer's Leave)
 - c. Compassionate & Bereavement Leave



- d. Parental Leave and Related Entitlements
- e. Community Service and Jury Duty Leave
- f. Long service leave
3. Specify the staff obligations when applying for and taking leave including authorisation, timing and payment.
4. Clarify conditions associated with SYN Special Leave.
5. Clarify conditions associated with Study Leave.

2.11.3 Policy Statement

National Employment Standards

6. Leave entitlements are in accordance with the National Employment Standards ([National Employment Standards - Fair Work Ombudsman](#)).
7. Leave will be considered in two broad categories at SYN: Planned Leave and Unplanned Leave.
8. The General Manager has authority to approve leave within the guidelines outlined in this Policy. Extraneous circumstances such as extended leave, ad hoc study leave will be referred to the Board as will any disagreement which cannot be resolved between an employee and the General Manager.
9. Any Unplanned Leave owing to an employee at the time they cease employment at SYN will be not be paid out, nor will it form part of any termination payment.

Annual Leave

10. Annual Leave is paid leave accrued at a rate of four weeks for every 52 weeks of service (pro rata).
11. Staff may request leave in the first year of employment. This will be assessed on a case-by-case basis with reference to how much time they have accrued and operational needs.
12. Staff are encouraged to take all leave within the year that it is accrued and must not accumulate total Annual Leave of more than four weeks.
13. Annual Leave shall be taken at such times mutually agreed by the employee and the General Manager. SYN will only refuse the taking of Annual Leave when it is reasonable to do so. If agreement cannot be reached, then the decision will be referred to the Board.
14. In some circumstances, SYN may request an employee to take Annual Leave when it reasonable to do so. In accordance with the Fair Work Act, examples of when it may be reasonable include:
 - a. SYN is closed during the Christmas and New Year period; or
 - b. an employee has accumulated excess Annual Leave.
15. Annual Leave accumulates from the first day of employment, even if an employee is in a probation period. The leave accumulates gradually during the year and any unused Annual Leave will roll over from year to year. Annual Leave accumulates when an employee is on:
 - a. paid leave such as paid Annual Leave and paid sick and carer's leave;
 - b. community service leave including jury duty; or
 - c. long service leave.
16. Annual Leave does not accumulate when the employee is on:



- a. unpaid Annual Leave;
- b. unpaid sick/carer's leave; or
- c. unpaid parental leave.

The Australian Government's Paid Parental Leave Scheme is not considered to be paid leave. An employee does not accumulate Annual Leave while being paid by the Paid Parental Leave Scheme.


17. Any Annual Leave owing to an employee at the time they cease employment at SYN will be paid to that employee as part of their final payment.

SYN Special Leave

18. Each year, SYN may grant staff some time off over the Christmas and New Year period without requiring the days to be deducted as Annual Leave.
19. Special Leave is granted at the discretion of SYN's General Manager and Board, and the exact dates and number of days granted will differ each year, depending on the days which Public Holidays fall over this time. Days and dates of Special Leave are not negotiable.
20. In December each year, the General Manager will advise all staff of the dates of this Special Leave.

Personal/Carer's Leave

21. Personal and Carer's Leave lets an employee take time off to help them deal with personal illness, caring responsibilities and family emergencies. The [National Employment Standards](#) includes both paid and unpaid leave entitlements:
 - a. **Personal Leave:** This can be used when an employee is ill or injured.
 - b. **Carer's Leave:** This entitles an employee to take time off to care for an immediate family or household member who is sick or injured or help during a family emergency. This is known as Carer's Leave but it comes out of the employee's Personal Leave balance.
22. SYN staff are entitled to Personal/Carer's leave as follows:
 - a. Full-time SYN staff are entitled to full pay for up to ten (10) days per year.
 - b. Part-time staff accrue this on a pro-rata rate based on their hours of work.
 - c. All staff (including casuals) can also access two days unpaid Carer's Leave for each permissible occasion they request leave.
23. The definition of immediate family or household for Carer's Leave is defined in the Fair Work Act.

Source reference: [Fair work Ombudsman](#) 
24. When an employee has run out of paid Personal Leave, they can take unpaid leave if they aren't fit for work because they are sick or injured.
25. Personal/Carers leave that is not taken accrues from year to year.
26. On termination of employment at SYN, the employee is not entitled to be paid unused/ accrued Personal/Carer's Leave.
27. Staff get 2 days unpaid carer's leave each time an immediate family member or household member of the employee needs care and support because of:
 - a. illness
 - b. injury or
 - c. an unexpected emergency.



28. Full-time and part-time staff can only get unpaid Carer's Leave if they don't have any paid Personal/Carer's Leave left.
29. SYN requires all staff who apply for Personal/Carer's Leave to supply reasonable evidence on each occasion such leave is requested. This includes the supply of a medical certificate in the case of:
 - a. two or more consecutive days of Personal/Carer's Leave; or
 - b. if the day of Personal/Carer's Leave is the first or last day of work for the week.

Note: if a medical certificate or other reasonable evidence is not provided prior to payroll processing, and no alternative arrangements have been confirmed by the General Manager, the leave will be deemed as Annual Leave and deducted from the staff members Annual Leave entitlement.

Note: Where insufficient Annual Leave has been accrued it will be considered as unpaid leave.

Compassionate & Bereavement Leave

30. All staff (including casual staff) are entitled to Compassionate Leave (also known as Bereavement Leave). Compassionate Leave is intended to support an employee when a member of the employee's immediate family (as defined by Fair Work Act) suffers a life-threatening illness or injury or dies. Taking of compassionate leave must be approved by your Manager.

Note: Supporting an immediate family member through an illness, treatment program or recovery would be considered under **Personal/Carer's leave**, not Compassionate Leave
31. The definition of immediate family or household for Carer's Leave is defined in the Act.

Source reference: Fair work Ombudsman [\[3\]](#)
32. Staff will be able to take Compassionate Leave for other relatives (e.g. cousins, aunts and uncles) if they are a member of the employee's household, or if the General Manager agrees to this.
33. All staff are entitled to 2 days Compassionate Leave each time an immediate family or household member dies or suffers a life-threatening illness or injury.
34. An employee does not accumulate Compassionate Leave and it doesn't come out of their Personal/Carer's leave (or Annual Leave) balance. It can be taken any time an employee needs it.
35. Full-time and part-time staff receive paid Compassionate Leave and casual staff receive unpaid compassionate leave.
36. Compassionate Leave can't be cashed out.
37. An employee taking compassionate Leave must give notice as soon as they can (this may be after the leave has started). The employee must tell their Manager of the period, or expected period, of the leave.
38. SYN can request evidence about the reason for compassionate leave (e.g. a death or funeral notice or statutory declaration). This request for evidence must be reasonable. If the employee doesn't provide the requested notice or evidence they may not get Compassionate Leave.

Family and Domestic Violence Leave

39. Staff are entitled to five unpaid days family and domestic violence leave in accordance with the Fair Work Act.

Source reference: Fair work Ombudsman [\[3\]](#)

Parental Leave and Related Entitlements

40. An employee with at least 12 months continuous service at SYN, is eligible for 12 months of unpaid Parental Leave after the birth or adoption of a child. They also may request to extend the



period by a further 12 months and this may only be refused on reasonable business grounds in accordance with the Fair Work Act.

Community Service and Jury Duty Leave

41. Staff have a right to Community Service Leave for eligible community service activities such as jury service or activities dealing with an emergency or natural disaster.
42. SYN staff are entitled to leave for the period of the actual community service activity and any reasonable travel time and/or rest time immediately following the activity.
43. Community Service Leave is unpaid, except for Jury Service.

The jury service provisions under the National Employment Standards would not cover the situation in which an employee is subpoenaed to appear in a court case as witness because the entitlement is based on an employee being called for jury duty under the relevant state or territory jury statute.

The relevant Commonwealth, state or territory statute (re. court appearances, etc) will usually allow the employee to claim reasonable expenses related to the attendance at court as a witness.

44. While on jury service, SYN must pay you the difference between the amount you receive for jury service and the amount you would reasonably expect to have earned had you been at work that day. This is for the duration of the service and applies to permanent, part-time and casual employees, but not to independent contractors.

This requirement is detailed in section 52 of the Juries Act 2000 (Vic). It is important to note that in Victoria, the Juries Act 2000 (Vic) supersedes the Fair Work Act and all enterprise bargaining agreements and employment contracts.
45. Staff will be paid 'Make-up Pay' for the first 10 days of jury selection and jury duty. Make-up Pay is the difference between any jury duty payment the employee receives (excluding any expense-related allowances) from the court and the employee's base pay rate for the ordinary hours they would have worked at SYN on those days.
46. Before paying Make-Up Pay, SYN may request evidence that:
 - a. the employee has taken all necessary steps to obtain jury duty pay; and
 - b. the total amount of jury duty pay that has been paid or will be payable to the employee for the period.

Note: Payment for jury service is capped at 10 days.
47. Staff must immediately notify their Manager of their intended absence and keep the Manager informed of the expected duration of the absence.

Long Service Leave (LSL)

48. SYN staff are entitled to Long Service Leave in accordance with the *Long Service Leave Act 1992* (Vic).
49. Long Service Leave owing to an employee at the time they cease employment at SYN will be paid out as part of their final payroll payment.
50. After 10 years of continuous employment you are entitled to take 12 weeks of Long Service Leave (this is one week for every 60 weeks of service)
51. After 7 years of continuous service, you will receive a pro-rata Long Service Leave payout on termination of employment. This is calculated as follows:
 - a. Calculate the number of weeks worked, eg 8 years by 52 weeks = 416 weeks.
Calculate one week of LSL for every 60 weeks of service
 - b. Divide the total weeks by 60 eg 416 weeks divided by 60 = 6.9 weeks.



52. Although the *Long Service Leave Act* provides that the employee has an entitlement to take leave, the actual date the leave commences should be agreed between the employer and the employee.
53. The Long Service Leave must be taken in one period, except where an employer and employee agree to separate periods.
54. An employee cannot 'cash out' their long service leave except on termination of employment.
55. Long Service Leave owing to an employee at the time they cease employment at SYN will be paid out as part of their final payroll payment.
56. An employee's Long Service Leave entitlement is based on his or her normal weekly hours at the time the leave falls due or is to be paid out. However, in some cases, an employee's ordinary hours of employment may alter. For example, an employee may move from full time to part time employment, or vice versa. Where an employee's ordinary hours have changed in the 12 months immediately before the employee takes Long Service Leave, the employee's hours for calculating long service leave will be averaged over the preceding 12 months or five years, *whichever average hours are the greater*.
57. Where an employee's rate of pay varies from week to week, the employee's rate of pay for calculating Long Service Leave will be averaged over the preceding 12 months or five years, whichever average rate is the greater.
58. Continuous employment may be over various roles, variation in working hours (full time or part times), providing there is no break in employment. Continuous employment will be broken:
 - a. where an employee resigns from employment, even if the employee is subsequently re-employed.
 - b. where an employee is dismissed by their employer and is subsequently re-employed after three months have elapsed.
59. This does not prevent the employee taking certain breaks from work, paid or unpaid including the following:
 - a. Parental leave: Any form of paid or unpaid parental leave (maternity, paternity or adoption leave), up to 52 weeks at a time (or longer as per legal entitlement) will not break continuous employment. While unpaid parental leave will not break continuous employment, Long Service Leave will not accrue during this time.
 - b. Illness or injury: An absence of any length from work because illness or injury (which includes a WorkCover absence), Annual Leave, or long service leave itself will not break employment. Any absence from work of not more than 48 weeks in any year on account of illness or injury is to be counted as part of the period of employment. Any absence for that reason in excess of 48 weeks is not to be counted.
 - c. Unpaid leave: Any other form of paid or unpaid leave, for example study leave, will not break employment.
 - d. Lack of work: If an employee is stood down by their employer because of a lack of work, their employment will remain unbroken.
60. Most forms of paid and unpaid leave, except unpaid parental leave, will count toward the period of employment and so LSL will continue to accrue during this time. Although unpaid parental leave will not count, any paid parental leave will count toward employment and LSL will continue to accrue.



Study Leave

61. SYN does not generally enable Study Leave for subjects that can be undertaken outside business hours. Requests for part-time Study Leave without pay may be considered by the General Manager with reference to the following factors:
- whether the knowledge, skills and competencies to be gained are related to the key priorities of the employee's position;
 - whether the proposed knowledge, skills and competencies can be gained by other means;
 - the operational and budgetary impact of granting such leave;
 - the level of access the applicant has to subjects outside business hours;
 - the quantum of leave sought; and
 - whether the staff member is seeking to have any study costs paid by SYN.
- NOTE:** This policy does not cover ad hoc, short term or unplanned need for study leave.
62. Where SYN recognises that an employee's overall performance will be enhanced by the continuous development or maintenance of skills and competencies of direct use in the conduct of their duties, the conditions in relation to the development and maintenance of these skills will be articulated within the employee's contract of employment with SYN.

2.12 Notice of Resignation or Termination

2.12.1 Purpose/ Rationale

- This policy is intended to provide SYN with clear guidelines relating to the conclusion of their employment with SYN.

This policy does not contradict or overrule the underperformance process described in Underperformance, it serves to describe the requirements only in those circumstances where notice has been given (by either party).

2.12.2 Objectives

- The objectives of this Policy are to:
 - clarify periods of notice required to conclude the employment relationship; and
 - clarify issues relating to Termination with or without notice

2.12.3 Policy Statement

- Though all SYN staff are placed on fixed-term employment agreements, once SYN staff have completed their Probation Period, the following notice requirements will apply:
 - Employees will be given at least 4 weeks' notice, in writing, before their employment is terminated OR, if SYN does not plan to renew their employment agreement;
 - Employees must give 4 weeks' notice, in writing, of their intention to resign or their intention to decline an extension of their contract. The staff member may resign verbally (**Verbal Notice**) but must provide their Manager with written notification as soon as practical following the Verbal Notice.
 - When discussing length of Notice, the period of Notice begins when SYN or the employee first gives notice in writing and ends on the last day of the employee's employment. This may be varied by agreement between both parties based on SYN's operational requirement.
- This notice period does not apply if the employee is:



- a. dismissed because of Serious Misconduct (also see Serious Misconduct);
 - b. currently in their probationary period of employment (also see Probation); or
 - c. employed on a casual basis (see also Casual Employment).
5. SYN may elect to pay the employee in lieu of all or part of the notice period.
 6. Upon termination, the employee must return to SYN all property of SYN whether in hard copy or electronic form, including but not limited to; all correspondence, books, documents, papers, records, computers, software, computer disks, materials, credit cards, mobile phones and keys that may be in the employee's possession or control.

2.13 Redundancy and Redundancy Pay

2.13.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines of the entitlements of employees in the event of a redundancy.

2.13.2 Objectives

2. The objectives of this policy statement are to:
 - a. provide guidelines for the definition of redundancy; and
 - b. specify the payment due to SYN employees who have been made redundant.

2.13.3 Policy Statement

3. Redundancy will happen if SYN either:
 - a. doesn't need an employee's job to be done by anyone, or
 - b. becomes insolvent or bankrupt.
4. If an employee who has at least 12 months' service at SYN has their Agreement terminated before it expires due to redundancy, that employee will be entitled to a redundancy payment.
5. The amount of redundancy pay is calculated using the employee's base rate of pay and their length of continuous paid service with SYN. Continuous service is the length of time they are employed by the business and doesn't include unpaid leave.
6. Casual staff are not entitled to redundancy payments.

Redundancy Entitlements Table

Years of Service	Redundancy Entitlement (Weeks of Pay)
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks



At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years *	12 weeks

There is a reduction in redundancy pay from 16 weeks to 12 weeks for employees with at least 10 years continuous service. This is consistent with the 2004 Redundancy Case decision made by the Australian Industrial Relations Commission.

2.14 Right to Request Flexible Working Arrangements

1. This policy should be read in conjunction with section 2 of the SYN Procedures.
2. At SYN, we support employees working flexibly to enable them to execute their duties to the best of their ability. We recognise that we don't all work the same way and we encourage staff to think about what will help them fulfil their duties and to discuss this with their teams and their Line Managers to agree what will work. All requests will be considered, and efforts will be made to meet the original request as much as is operationally feasible. This will contribute to building a flexible working culture fit for a modern workplace.
3. The process for requesting flexible working arrangements is outlined in section 2 of the SYN Procedures.

2.15 Travel Policy

2.15.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for SYN's approach to authorising, incurring and reimbursing travel costs.

2.15.2 Objectives

2. The objectives of this policy statement are to:
 - a. ensure that paid staff members are properly compensated for travel costs as appropriate;
 - b. ensure all travel reimbursements are treated in a consistent manner; and
 - c. control costs associated with travel

2.15.3 Policy Statement

3. SYN staff are expected to pay for their own travel except where otherwise indicated by this Policy or by arrangement with the General Manager.
4. SYN staff are able to claim allowances when they are required to travel as part of their work with SYN.



5. For the purposes of this Section of the Policy, 'Travel' is defined as when the employee is required to travel one hour or more (one-way) from their normal place of work.
6. SYN staff should make all reasonable attempts to minimise travel costs
7. Allowances can be claimed using the SYN Staff Expenses Claim Form which can be found on the SYN Departments Drive under Common Office Documents > Reimbursement form.

Fares and Public Transport Costs

8. The cost of rail, tram and taxi fares relating to work with SYN can be claimed on presentation of appropriate receipts or ticket.
9. Travel costs for trips necessary to SYN business will be reimbursed at cost based on the ticket price or receipt
10. Claims should be made via the SYN Staff Reimbursement Form which can be found on the SYN Departments Drive under Common Office Documents > Reimbursement form.

Meals Allowances

11. You may claim a Meal Allowance for meals for which you have incurred an out-of-pocket expense while traveling for SYN and which are not provided by other means.
12. As per the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS), SYN will reimburse the following out of pocket meal expenses.
 - a. Meal: at cost to a maximum specified under the award (at June 2017 \$13.00 per meal)
 - b. Up to three meals per day (breakfast, lunch, dinner) may be obtained based on the duration of the travel being for a full day including overnight stay.
 - c. Less than a full day will only permit reimbursement for the meal time/s covered by the travel, for example:
 - d. if your Travel begins after breakfast at home, you may not claim breakfast,
 - e. if you return home before the normal evening meal time, (say before 6.30 pm), you may not claim dinner
 - f. If meals are provided, as in conferences, then meal allowance cannot be claimed for those meals provided free of charge

Accommodation

13. When an employee is required to stay overnight away from home as part of their work with SYN, SYN will cover Accommodation Costs incurred as part of this stay. SYN will ensure Suitable Accommodation is provided for staff
14. Accommodation reimbursements are rounded up from rates set in the Social and Community Services Award 2010, and reviewed annually. The current reimbursement staff may claim while travelling is \$150.00 per night. As a general guide when selecting accommodation, staff should seek to find rooms that are no more than \$150 per night.
15. Staff must have accommodation bookings approved by their Manager.
16. Managers will arrange payment of the booking in line with their department budget.
17. When travelling on SYN business, staff may choose to stay overnight in a private home. While no Accommodation allowance can be claimed, allowances for Meals, Fares, etc will still apply



18. SYN will only provide shared accommodation for staff where the employee agrees in writing to this arrangement.

If no accommodation is available under \$150 staff members can request additional cost coverage for accommodation on a case by case basis and with approval from a Manager

Vehicle Usage

19. Most travel undertaken by SYN staff during SYN business is in and around Melbourne. Consequently, the most appropriate form of travel is public transport. See Section 0 - Fares and Public Transport Costs
20. The following guidelines are for those instances when travel is beyond the metropolitan transport network and staff are requested by their Manager to use their own vehicle.

SYN will reimburse car travel by reference to Victorian public transport zones; only travel to destinations outside of these zones will be eligible for reimbursement.

21. Car travel beyond the Victorian transport network will be reimbursed either by:
- a. Reimbursement for kilometres travelled. When claiming reimbursement for kilometres travelled, the staff member must show evidence for the kilometre driven. This must include:
 - i. The shortest available route
 - ii. No detours or private use
 - iii. Odometer reading at start of journey
 - iv. Odometers reading at end of journey
 - v. Will be reimbursed at an amount of 63 cents per kilometre
 - b. Reimbursement for Fuel Costs (instead of kilometres travelled). If claiming reimbursement for fuel costs, the staff member must show evidence of the expense, eg a receipt and this must be consistent with the distance travelled. This must have prior approval from the General Manager.

SYN encourages staff carrying out SYN duties to car pool. In this case, SYN will only reimbursements costs per car, not per individual.

Travel Cost Incidentals

22. SYN does not expect staff to require reimbursement for incidental charges over and above those listed individually in this policy. However, should this apply, seek authorisation of the General Manager before incurring any such costs. Incidental costs may include:
- a. travel taxes and tolls; and
 - b. parking fees (excluding valet parking at airports)

Note: SYN does not accept responsibility for any fines or penalties incurred

23. Reimbursement for incidentals will be for the cost of reasonable expenses and require a receipt.

Airline Travel

24. Managers at SYN are granted a travel budget where appropriate, to which all flight expenses should be allocated. Flights required above this budgeted amount should be discussed with the General Manager on a case-by-case basis.
25. As a rule, staff are expected to make use of the least expensive airline travel option.





3 THE WORKPLACE

3.1 Organisational Diagram

1. The SYN organisational diagram can be found on the SYN Share Drive under the Common Office Documents folder and may change from time-to-time in line with the SYN's objectives and project opportunities.

3.2 Change Management and Notification

3.2.1 Purpose/Rationale

2. This policy is intended to provide clear guidelines to support the planning, transition and implementation stages of change that may occur at SYN and to identify the process and policy for communicating with all SYN staff.

3.2.2 Objectives

3. SYN will endeavour to consult with staff on any major changes impacting the organisation or employee roles.
 - a. To alleviate stress and anxiety and build resilience and acceptance of change
 - b. To foster participation and growth in the workforce and the wider community
 - c. To build the reputation of SYN as an employer of choice for youth
 - d. To ensure the principles of equal employment opportunity are followed, and
 - e. To fairly remunerate those losing positions in amalgamation or structural change. See Section 2.13- Redundancy and Redundancy Pay

3.2.3 Policy Statement

4. Notification: When SYN makes a decision to introduce major changes, such as changes to organisational structure, department or program structure, technology or location, that are likely to have 'Significant Effects' on staff, SYN will notify affected staff as soon as practicable.
5. Significant Effects might include:
 - a. decisions to terminate employment;
 - b. major changes to position descriptions;
 - c. the alteration of hours of work;
 - d. changes to organisational structure or reporting lines; and/or
 - e. the need for retraining or transfer of staff to other work or locations.
6. Discussion: As soon as practicable after a decision has been made in relation to any significant change will discuss with affected staff:
 - a. the introduction of the changes;
 - b. the likely effects of the changes on staff; and
 - c. if relevant, any measures to avoid or minimise any adverse effects of the change on staff.
7. Feedback: SYN will endeavour to give consideration to feedback from staff in relation to the changes. When changes include changes to hours or days of work, due consideration will be



given to the views of the employee about any impact in relation to their family or caring responsibilities.

8. Communication: Information regarding Significant Changes will be provided in writing to staff, provided this is not confidential information.

3.3 Casual Employment

3.3.1 Purpose/ Rationale

9. SYN employs casual staff for the role of delivering and facilitating training at SYN, and for other duties where necessary.

3.3.2 Objectives

10. The objectives of this policy statement are to ensure all SYN casuals understand their entitlements and responsibilities

3.3.3 Policy Statement

11. Casual staff are paid an hourly rate based on completion of a timesheet
12. Casual staff and are NOT entitled to:
 - a. guaranteed hours of work
 - b. paid sick leave
 - c. paid annual leave
13. Casual staff ARE entitled to:
 - a. a higher hourly pay rate than equivalent full-time or part-time employees. This is called a 'casual loading' and is paid because casual staff do not get benefits such as sick or annual leave
 - b. 2 days unpaid carer's leave and 2 days unpaid compassionate leave per occasion
 - c. unpaid community service leave.
14. Casual staff receive National Employment Standards entitlements relating to:
 - a. unpaid carer's leave
 - b. unpaid compassionate leave
 - c. unpaid community service leave

Timesheets for Casuals

15. The purpose of the timesheet is to record periods of casual employment and that subsequent payments are correct.
16. All Casual Staff must complete a monthly timesheet.
17. Completing the timesheet requires that:
 - a. Time should be recorded to the nearest 30-minute increment.
 - b. Timesheets must be submitted to the employee's Manager on a monthly basis, based on the date specified by the employee's manager. The Manager will action payment and file documents appropriately.



Note: The Timesheet Template is available as a Google Doc. This is set up by the Employee's Line Manager, subject to authorisation by the General Manager

3.4 Volunteers' Program

3.4.1 Purpose / Rationale

1. The Volunteer Program exists so that anyone from 12 to 25 years of age can volunteer behind the scenes or make radio, TV, digital media at SYN. No prior experience is necessary.

3.4.2 Objectives

2. SYN's objective in the Volunteer Program is to enable volunteers to:
 - a. Present or produce a radio or TV program (join an existing program or pitch your own)
 - b. Present or produce online-only media such as podcasts and video content
 - c. Write reviews, editorials and online features
 - d. Apply for our volunteer Leadership Team
 - e. Work on event and admin projects
 - f. Contribute to technical and IT maintenance

3.4.3 Policy Statement

3. SYN structures the Volunteer Program so that volunteers can expect:
 - a. media industry experience in a hands-on environment among a diversity of peers;
 - b. the opportunity to volunteer in activities across SYN departments according to interests and availability;
 - c. targeted professional development opportunities, with the chance to work with experts and peers in the media sector; and
 - d. a friendly, collegiate working environment, supported by staff who are passionate about SYN.
4. SYN members under the age of 26 are invited to volunteer once they have completed an organisation induction (usually through SYN training). Volunteers can choose when to volunteer and what opportunities they would like to take advantage of simple by responding to regular call-outs.
5. Volunteer behaviour must be aligned with SYN's values, and volunteers are thus encouraged to innovate in all areas of their work at SYN, including through the creation of new projects and media.
6. Volunteers who are successful in an application to the SYN Leadership Team must work to their respective position description and in conjunction with SYN staff.

3.5 Volunteers' Rights & Responsibilities

3.5.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines to SYN's approach to the rights and responsibilities of SYN volunteers.



3.5.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure that SYN, as an employer, is aware and respectful of the rights of its volunteers
 - b. Provide SYN volunteers with information about their rights at SYN
 - c. Provide SYN volunteers with information about their responsibilities

3.5.3 Policy Statement

3. It has been agreed by everyone at SYN that:

Volunteers have the right to:	Volunteers have the responsibility to:
Information about the organisation and its policies and procedures	Be committed to the philosophy and aims of the organisation
A position statement/job description, if they hold a leadership position	Adhere to the organisation's policies and procedures
Know lines of accountability	Respect confidentiality
Know who to turn to if problems arise	Respect and uphold the rights of all associated with SYN
Have access to proper training, both initial and on-going	Have a non-judgemental approach
Receive constructive feedback	Represent the interests of the organisation - not personal interests
Be safe on the job	Be reliable and punctual, and personally arrange a duty exchange with another volunteer if unavailable for some reason
Be covered by appropriate insurance/s	Carry out their job description, if they hold a leadership position
Have choices, be able to negotiate, say "No" and not feel guilty	Give and accept constructive feedback
Be informed of the organisation's policy on expenditure and purchasing	Be accountable to the management group and accept evaluation recognise personal limitations
Be reimbursed for out-of-pocket expenses necessarily incurred while on the job	Acknowledge and accept decisions made by the management group
Be supported and be seen as belonging as part of the team	Attend training and information sessions as part of their skills development
Have their work valued by the organisation	Address areas of conflict with the appropriate person, and follow the organisation's grievance procedures
Not feel they are exploited	Ask for support when it is needed



Volunteers have the right to:	Volunteers have the responsibility to:
Be taken seriously	Promote and create a safe space for children, free from discrimination and abuse.
Where possible, be consulted on matters which affect their work, and be able to take part in decision making processes	

With acknowledgement to the Volunteer Centre of Victoria Inc.

3.6 Volunteer Conduct Warning Policy

3.6.1 Purpose / Rationale

1. This document creates a framework for managing volunteer conduct at SYN, where the conduct may not be severe enough to trigger the disciplinary procedure outlined in SYN's Rules.

3.6.2 Objectives

2. This policy applies to SYN volunteer misconduct of a low level – for example: misbehaving on radio, contravening policies on sponsorship and other minor misdemeanours.
3. At any point, where appropriate, the General Manager or relevant staff member may escalate an incident to trigger the Disciplinary Procedure as outlined in SYN's Rules.

3.6.3 Policy Statement

4. Where a SYN member contravenes the organisation's policies, the General Manager may:
 - a. Give an informal verbal warning. This may consist of speaking to the member, advising them why the conduct is not appropriate;
 - b. Give an informal written warning;
 - c. Give a formal written warning;
 - d. Refer to disciplinary procedure.
5. If a member receives two formal written warnings for engaging in the same or similar conduct, the matter will be referred to the disciplinary procedure set out in SYN's Rules.
6. The General Manger's response should be proportionate to the member's conduct.
7. When deciding which approach to take the General Manager should consider:
 - a. The nature and seriousness of the conduct;
 - b. Any history the member has of contravening the rules;
 - c. The member's attitude;
 - d. Any other relevant factors



3.7 Intern Program

3.7.1 Purpose/ Rationale

1. SYN's Internship and Volunteer Program has been developed in accordance with the guidelines offered by the Fair Work Ombudsman, which can be viewed at:
<https://www.fairwork.gov.au/pay/unpaid-work/work-experience-and-internships>.

3.7.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure all SYN staff understand the unique structures that applies to Interns
 - b. To ensure that Interns gain real benefit from their employment with SYN and gain hands-on work experience within a structured learning environment
 - c. To provide a structure for managing and monitoring the Intern program

3.7.3 Policy Statement

3. The SYN Internship Program offers short-term, targeted opportunities to gain valuable media and not for profit industry experience in a hands-on environment among a diversity of peers. This is a unique opportunity to develop new skills alongside the SYN staff.
4. The principal purpose of the Internship Program is to provide the Intern with hands-on work experience within a structured learning environment. All SYN Interns undergo a program of observation and exposure across our organisation in conjunction with SYN staff and as relevant to their interest areas.
5. A Position Description is developed and advertised as a guide only, offering Interns an insight into the type of experience that will be gained during this internship. The intern is not paid as they are not in an employment relationship.
6. SYN will work closely with Interns ensure that the Internship Program is of benefit to them.



4 OPERATIONAL CONSIDERATIONS

4.1 Internet Usage

4.1.1 Purpose/ Rationale

1. This policy is intended to provide clear guidelines for the acceptable use of the internet through SYN's IT systems.

4.1.2 Objectives

2. The objective of this policy is to:
 - a. clarify the terms under which SYN's internet facilities may be used; and
 - b. protect SYN from risk which may occur due to the inappropriate use of its internet facilities.

4.1.3 Policy Statement

3. SYN permits minimal personal use of its internet and email facilities, provided that such use is kept to a reasonable level and does not adversely impact on work productivity.
4. Users must not breach any Policy when using SYN's internet. Users must also not use SYN's internet inappropriately. Inappropriate use of SYN's internet includes:
 - a. sending inappropriate messages or emails;
 - b. knowingly accessing, viewing or distributing sexually explicit, pornographic or otherwise offensive material. Accessing, viewing or distribution of pornography will be treated as sexual harassment. This activity is considered Serious Misconduct and governed by the Serious Misconduct policy.
 - c. knowingly accessing or viewing other offensive or discriminatory websites;
 - d. non-work-related party-political activities;
 - e. video games, except when it is related to content (see note below);
 - f. gambling, betting or other wagering activities;
 - g. using excessive amounts of storage;
 - h. illegally downloading content, including music, videos or software; or
 - i. uploading un-approved software (malicious or otherwise) to SYN's IT systems/equipment (see Hardware Usage).

Note: exceptions to this policy may apply regarding videogame playing at SYN when it is in relation to content, eg the video game show Player One. See Content Policy
5. SYN's internet must not be used to vilify, offend, humiliate, intimidate or threaten another person, including on the basis of their race, gender, sexual preference, disability, status as a parent or carer or any other attribute prescribed under anti-discrimination legislation.

4.2 Social Media Usage

1. Information posted through SYN's official media channels should only promote or support activities that are directly related to SYN's constitutional purpose. Posting information outside of this scope (e.g. opinions related to social/political current affairs) should only be done with the express knowledge and authorisation of the SYN Board or their delegated spokesperson.



4.3 Email and Messaging Usage

4.3.1 Purpose/ Rationale

1. This policy is intended to provide clear guidelines for the acceptable use of SYN's email and messaging services.

4.3.2 Objectives

2. The objectives of this policy statement are to:
 - a. ensure the appropriate use of SYN's email;
 - b. ensure SYN staff, volunteers and the Board understand their obligations when using email at SYN.

4.3.3 Policy Statement

3. When using SYN's email or messaging system, users must:
 - a. not send offensive, intimidating, threatening or humiliating communications;
 - b. not send sexually explicit material, even if it is believed that the receiver will not object;
 - c. respect the privacy of others.
 - d. take all reasonable care not to:
 - i. plagiarize another person's work;
 - ii. infringe copyright; or
 - iii. defame another person.
 - e. not forward or otherwise copy a personal email (except with permission of the author) or an email which contains personal information or an opinion about a person whose identity is apparent (except with permission of that person);
 - f. not send forged messages or obtain or use someone else's e-mail address or password without proper authorisation;
 - g. not send mass distribution bulk messages and/or advertising without approval of the General Manager; or
 - h. not send spam.
4. Appropriate standards of civility should be used when using e-mail and other messaging services to communicate with other staff members, students or any other message recipients.
5. Keep in mind that SYN owns any communication sent via SYN email and platforms, or that is stored on company equipment. Management and other authorised staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored on work systems.
6. Messaging and e-mail must not be used for private commercial purposes.
7. Use of SYN's external and internal stakeholder mailing and marketing list is included at section 4 of the SYN Procedures.



4.4 Hardware Usage

4.4.1 Purpose/ Rationale

1. This policy is intended to provide clear guidelines for the acceptable use of SYN's IT and other equipment, including computer equipment, audio visual equipment, phones and other portable devices.

4.4.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure the appropriate use of SYN's IT and other equipment.
 - b. Ensure SYN staff, volunteers and the Board understand their obligations when using SYN's IT and other equipment.
 - c. Protect SYN's IT and other equipment from damage and misuse.

4.4.3 Policy Statement

Computer equipment

3. Users must not modify or attempt to modify SYN's IT infrastructure (including but not limited to installing software on computer systems) unless otherwise authorised.
4. If a user suspects computer equipment is broken, damaged or infected with a virus, they will notify the IT Manager(s) immediately.
5. Users of computers located in SYN space must comply with the following security guidelines:
 - a. Only account holders may use their account;
 - b. Passwords must be kept secure and confidential;
 - c. Passwords will not be given to anyone other than the account holder; and
 - d. Users will not attempt to circumvent security restrictions.

Audio-Visual Equipment usage

6. Subject to clause 8, audio-visual equipment must only be used for SYN related work.
7. Users will follow the correct procedures for using and safeguarding audio-visual equipment. Users agree to take responsibility for equipment and to prevent the damage or misuse of the equipment.
8. At times, staff or volunteers may make a request to hire audio-visual equipment for personal use. This is subject to the following conditions:
 - a. Users will follow the correct procedures for the hire of audio-visual equipment including authorisation to hire, documentation and use;
 - b. Users will pay the required fee per hour; and
 - c. Users will agree to take full responsibility for equipment and to prevent the damage or misuse of the equipment. This may including paying for damage or loss.

Phone Usage (including mobile and landlines)

9. SYN provides staff with access to landlines and does not issue SYN mobile phones to staff. The following conditions should be noted:



- a. Some reasonable use of personal mobile phones for SYN work may occur without reimbursement by SYN.
- b. SYN's landline may not be used inappropriately and must comply with SYN's Policies.
- c. Phone systems should not be used for overseas calls without authorisation

Other Portable Devices

10. Owing to the nature of their role or location, some staff may be entrusted with portable devices or equipment on loan for use on SYN-related business. This might include laptop computers, audio recorders or internet dongle devices.
11. Staff using these devices should keep them safe and secure. All other provisions of the Internet Usage, Email and Messaging Usage, Social Media Usage and Hardware Usage, including the standards outlined therein, apply to the use of these devices.

4.5 Use of Company Credit Cards

4.5.1 Purpose/ Rationale

1. This policy is intended to provide clear guidelines for the acceptable use of SYN credit cards.

4.5.2 Objectives

2. To clarify:
 - a. the appropriate use of SYN credit facilities;
 - b. the need for receipts or alternative documentation for all purchases; and
 - c. treatment of unauthorised personal spending on a SYN credit card

4.5.3 Policy Statement

3. SYN credit cards are issued to some staff as governed by the SYN Delegations of Authority (see **Appendix B - SYN Delegations of Authority**).
4. Staff with a regular need to use a SYN credit card will be issued with a card by the General Manager. Staff should not give their SYN credit card to another member of staff or use another member of staff's credit card.
5. SYN credit cards must be used for SYN business only. Each credit card has a limit determined by the SYN Delegations of Authority, and there is no facility for drawing cash. Staff must note the following:
 - a. No personal items should be paid for using SYN credit cards.
 - b. Where such expense items are accidentally charged to SYN credit cards, the employee/s responsible will reimburse SYN immediately on discovering the error; any amount outstanding may be deducted from the employees pay.
 - c. Deliberate misuse of corporate credit cards is Serious Misconduct and thus governed by the Serious Misconduct policy.
6. All items purchased on behalf of SYN must be substantiated by an appropriate Tax Invoice or Receipt which identifies the date of purchase, the item or service purchased and the vendor details. The purpose of the purchase should also be recorded on the document or an attachment.



7. Any purchase without appropriate documentation will not be covered by SYN and will be considered a personal expenditure of the employee.
8. If a receipt is not available at the time of purchase a substitute document must be provided. This will be:
 - a. for purchases \$50.00 or over: a statutory declaration signed by the staff member;
 - b. for purchases under \$50.00: a receipt facsimile containing all details (date of purchase, the item or service purchased, vendor details, price and purpose of the purchase) co-signed by the General Manager and the staff member.
9. Review and monitoring of credit card usage will include the following
 - a. Credit card statements will be distributed to all credit card holders monthly.
 - b. Credit card holders must check and provide receipts for all transactions, as well as sign the statement.
 - c. These statements in turn will be co-signed by the General Manager, with four signed monthly statements from all credit card holders per year presented to the Board Finance Committee for review.

4.6 Conflicts of Interest

4.6.1 Purpose/ Rationale

1. This policy has been developed because conflicts of interest may arise and do not need to present a problem to SYN if they are openly and effectively managed.

4.6.2 Coverage / Scope

2. This policy applies to all the members of the SYN workplace including staff and volunteers, excluding Board Members, who should refer to clause 62 of the SYN Rules.

4.6.3 Objectives

3. The purpose of this policy is to:
 - a. help SYN staff and volunteers to identify, disclose and manage any actual, potential or perceived conflicts of interest; and
 - b. provide clear guidelines to help SYN staff and others understand their obligations if a conflict of interest or potential conflict of interest arises.

4.6.4 Policy Statement

4. A conflict of interest occurs when an employee or volunteer's personal interests conflict with their responsibility to act in the best interests of SYN. A conflict of interest may be actual, potential or perceived and may be financial or non-financial. These situations present the risk that a person will make a decision based on, or affected by, these influences, rather than in the best interests of SYN.

Examples of a conflict interest:

- A staff member on a recruitment selection panel knows an applicant for that position.
- A volunteer or staff member accepts an improper gift or donation from a potential third-party contractor.



5. If a staff member becomes aware of a conflict of interest, it is their responsibility to disclose that conflict of interest in writing to the General Manager. The General Manager will then decide on how to best manage or mitigate the conflict of interest.
6. If a volunteer becomes aware of a material conflict of interest, it is their responsibility to disclose that material conflict of interest in writing to the General Manager. The General Manager will then decide on how to best manage or mitigate the conflict of interest.
7. If a staff member or volunteer is in doubt about whether a conflict of interest exists, they should speak to the General Manager about whether the potential conflict of interest needs to be disclosed in writing.
8. SYN staff earning over \$300 pw may not act as volunteers, appear on air or contribute to content. See Programming Policy.



5 WORKPLACE RIGHTS AND RESPONSIBILITIES

5.1 Duty of Care

5.1.1 Purpose/ Rationale

1. This policy is intended to educate SYN members and staff on their legal duties of care.

Note: This policy is not intended to replace the law. If there is any doubt, seek legal advice.

5.1.2 Objectives

2. The objectives of this policy statement are to:
 - a. ensure that SYN is aware of its duty of care to its paid staff, volunteers, the Board, its members and the public; and
 - b. ensure that SYN paid staff, volunteers and the Board are aware of their duty of care obligations

5.1.3 Policy Statement

3. This policy should be read in conjunction with section 5 of the SYN Procedures, which provides examples regarding SYN's duty of care obligations.

What is a duty of care?

4. A duty of care is part of the law of negligence. Where a person or organisation owes a duty of care it is under a legal obligation **to take reasonable care to ensure that they do not cause another person to suffer harm.**
5. Harm may include physical, mental or economic injury.
6. A person may cause harm by acting or by failing to act.

Who owes a duty of care?

7. There is no settled methodology for establishing duty of care in Australia.
8. The key to determining when a duty of care arises is whether:
 - a. Harm is reasonably foreseeable in the circumstances; and
 - b. Factors such as the relationship between the parties (e.g. trainer/volunteer; host/guest; adult/child) lead to a conclusion that a duty should be owed by one party to another.
9. At SYN it is safe to assume that a duty of care may be owed:
 - a. By SYN (as an incorporated body including Board) to its staff, volunteers and members;
 - b. By staff to other staff or to volunteers;
 - c. By trainers to trainees;
 - d. By volunteers to other volunteers.

Standard of care

10. Where a person owes a duty of care they will only become liable if they breach the *standard of care*. That means acting outside of what is expected in that relationship.



11. This standard is based on how a reasonable person in the defendant's position would act, or would have acted, in response to a foreseeable risk of injury to a person to whom they owe a duty.
12. The standard of care is based on the particular circumstances. At SYN the standard will be higher (i.e. **you must be more careful**) where working with, training or supervising people **under the age of 18**.
13. If a person is already in a harmful situation there is no positive duty to rescue them from that harm (that is regarded by the law as unreasonable).

5.2 Workplace Rights And Responsibilities

5.2.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines to SYN's approach to staff' rights and responsibilities.

5.2.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure that SYN, as an employer, is aware and respectful of the rights of its paid staff
 - b. Provide SYN staff with information about their rights as SYN staff
 - c. Provide SYN staff with information about their responsibilities as SYN staff

5.2.3 Policy Statement

3. The Board is committed to recognising and upholding the rights of paid staff, volunteers and other workers at SYN; this includes the right to work in a healthy, safe, secure and supportive environment; the right to professional development, training, supervision and support; the right to be involved in decision-making at SYN; the right to confidentiality; the right to an advocate; the right to be a member of a trade union; and the right to have conflicts resolved and concerns heard.
4. The Board further believes that respect for the rights and needs of paid staff, volunteers and other workers is a necessary ingredient in establishing a 'Rights' culture at SYN.
5. Paid staff, volunteers and other workers are regarded as equal members of SYN and share equal responsibility for adhering to its philosophy, aims, policies and procedures.
6. All staff, volunteers and the Board have a responsibility to promote fair, non-discriminatory behaviour and to actively discourage behaviour that is discriminatory.
7. All workers have a responsibility to respect SYN members, their colleagues and management; they have a right to receive respect in return.
8. It is the responsibility of workers to bring any difficulties affecting the running of SYN to the attention of the General Manager and/or management group (e.g. funding issues, work practices, etc.).
 - a. The responsibility to be informed about their rights and responsibilities, and how to assert them, is also shared by workers themselves.
 - b. All staff and the Board have a responsibility to promote and create a safe space for children, free from discrimination and abuse.



5.3 Child Safe Policy and Code of Conduct

5.3.1 Purpose/ Rationale

1. This policy is intended to prevent child abuse occurring at SYN Media.
2. SYN is committed to promoting and protecting the interests and safety of children and young people. We have zero tolerance for child abuse. Everyone working and volunteering at SYN is responsible for the care and protection of children and young people and reporting information about child abuse.

5.3.2 Objectives

3. The objectives of this policy are to:
 - a. To facilitate the prevention of child abuse occurring within SYN.
 - b. To work towards an organisational culture of child safety.
 - c. To ensure that all parties are aware of their responsibilities for identifying possible occasions for child abuse and for establishing controls and procedures for preventing such abuse and/or detecting such abuse when it occurs.
 - d. To provide guidance to staff, volunteers and contractors as to action that should be taken where they suspect any abuse within or outside of the organisation.
 - e. To provide a clear statement to staff, volunteers and contractors forbidding any such abuse.
 - f. To provide assurance that any and all suspected abuse will be reported and fully investigated.

5.3.3 Definitions

'Child' means a person below the age of 18 years unless, under the law applicable to the child, majority is attained earlier. The age of majority is the age at which a young person is granted by law the rights and responsibilities of an adult

'Child protection' means any responsibility, measure or activity undertaken to safeguard children from harm.

'Child abuse' means all forms of physical abuse, emotional ill-treatment, sexual abuse and exploitation, neglect or negligent treatment, commercial (e.g. for financial gain) or other exploitation of a child and includes any actions that results in actual or potential harm to a child.

'Child sexual assault' is any act which exposes a child to, or involves a child in, sexual processes beyond his or her understanding or contrary to accepted community standards. Sexually abusive behaviours can include the fondling of genitals, masturbation, oral sex, vaginal or anal penetration by a penis, finger or any other object, fondling of breasts, voyeurism, exhibitionism, and exposing the child to or involving the child in pornography. It includes child grooming, which refers to actions deliberately undertaken with the aim of befriending and establishing an emotional connection with a child to lower the child's inhibitions in preparation for sexual activity with the child.

'Reasonable grounds for belief' is a belief based on reasonable grounds that child abuse has occurred when all known considerations or facts relevant to the formation of a belief are taken into account and these are objectively assessed. Circumstances or considerations may include the source of the allegation and how it was communicated, the nature of and details of the allegation, and whether there are any other related matters known regarding the alleged perpetrator.

A reasonable belief is formed if a reasonable person believes that:



- (a) The child is in need of protection,
- (b) The child has suffered or is likely to suffer “significant harm as a result of physical injury”,
- (c) The parents are unable or unwilling to protect the child.

A ‘reasonable belief’ or a ‘belief on reasonable grounds’ is not the same as having proof, but is more than mere rumour or speculation.

A ‘reasonable belief’ is formed if a reasonable person in the same position would have formed the belief on the same grounds. For example, a ‘reasonable belief’ might be formed if:

- a) A child states that they have been physically or sexually abused;
- b) A child states that they know someone who has been physically or sexually abused (sometimes the child may be talking about themselves);
- c) Someone who knows a child states that the child has been physically or sexually abused;
- d) Professional observations of the child’s behaviour or development leads a professional to form a belief that the child has been physically or sexually abused or is likely to be abused; and/or
- e) Signs of abuse lead to a belief that the child has been physically or sexually abused.

5.3.4 Policy statement

General principles

4. SYN has zero tolerance for child abuse. Everyone working and volunteering at SYN is responsible for the care and protection of the children within our care and reporting information about suspected child abuse.
5. SYN will ensure that child safety is a part of its overall risk management approach.
6. SYN is committed to promoting and protecting at all times the best interests of children involved in its activities.
7. All children, regardless of their gender, race, religious beliefs, age, disability, sexual orientation, or family or social background, have equal rights to protection from abuse.
8. Child protection is a shared responsibility between SYN, all employees, workers, volunteers, contractors, associates, and members of the SYN community.
9. SYN will consider the opinions of children and use their opinions to develop child protection policies.
10. SYN supports and respects all children, staff and volunteers. SYN is committed to the cultural safety of Aboriginal children, and those from culturally and/or linguistically diverse backgrounds, and to providing a safe environment for children living with a disability.
11. If any person believes a child is in immediate risk of abuse, telephone 000.

Responsibilities

12. The Board of SYN has ultimate responsibility for the detection and prevention of child abuse and is responsible for ensuring that appropriate and effective internal control systems are in place. The Board is also responsible for ensuring that appropriate policies and procedures and a Child Protection Code of Conduct are in place (SYN Child Safety Code of Conduct for employees, volunteers and contractors when working with children or people under 18 years.).
13. Members of the Board Risk and Compliance Committee will receive regular training in relation to child safety.



14. The General Manager of SYN is responsible for:
 - a. Dealing with and investigating reports of child abuse;
 - b. Ensuring that all staff, contractors, and volunteers are aware of relevant laws, organisational policies and procedures, and the organisation's Code of Conduct;
 - c. Ensuring that all adults within the SYN community are aware of their obligation to report suspected sexual abuse of a child in accordance with these policies and procedures;
 - d. Ensuring that all staff, contractors and volunteers are aware of their obligation to observe the Code of Conduct (particularly as it relates to child safety);
 - e. Providing support for staff, contractors and volunteers in undertaking their child protection responsibilities.
15. All managers must ensure that they:
 - a. Promote child safety at all times;
 - b. Assess the risk of child abuse within their area of control and eradicate / minimise any risk to the extent possible;
 - c. Educate employees about the prevention and detection of child abuse; and
 - d. Facilitate the reporting of any inappropriate behaviour or suspected abusive activities.
16. Management should be familiar with the types of abuse that might occur within their area of responsibility and be alert for any indications of such conduct.
17. All staff, volunteers and contractors share in the responsibility for the prevention and detection of child abuse, and must:
 - a. Familiarise themselves with the relevant laws, the Code of Conduct, and SYN's policy and procedures in relation to child protection, and comply with all requirements;
 - b. Report any reasonable belief that a child's safety is at risk to the relevant authorities (such as the police on 000 and /or the Department of Human Services on 13 12 78) and fulfil their obligations as mandatory reporters;
 - c. Report any suspicion that a child's safety may be at risk to their supervisor (or, if their supervisor is involved in the suspicion, to a responsible person in the organisation); and
 - d. Provide an environment that is supportive of all children's emotional and physical safety.

Employment of new staff

18. SYN undertakes a comprehensive recruitment and screening process for all employees which aims to:
 - a. Promote and protect the safety of all children under the care of the organisation;
 - b. Identify the safest and most suitable people who share SYN's values and commitment to protect children; and
 - c. Prevent a person from working at SYN if they pose a risk to children.

Reporting

19. Any staff member, volunteer or contractor who has grounds to suspect abusive activity must immediately notify the appropriate child protection service (the Department of Health and Human Services on 13 12 78) or the police on 000. They should also advise their supervisor about their concern.



20. You must consult section 5 of the SYN Procedures for further information regarding reporting suspected abusive activities.

Investigating

21. If the appropriate child protection service or the police decide to conduct an investigation of this report, all employees, contractors or volunteers must co-operate fully with the investigation.
22. Whether or not the authorities decide to conduct an investigation, the General Manager will consult with the authorities to determine whether an internal investigation is appropriate. If it is decided that such an investigation will not conflict with any proceeding of the authorities, the General Manager may decide to conduct such an investigation. All employees, contractors and volunteers must co-operate fully with the investigation.
23. Any such investigation will be conducted according to the rules of natural justice.
24. The General Manager will make every effort to keep any such investigation confidential; however, from time to time other members of staff may need to be consulted in conjunction with the investigation.
25. After an initial review and a determination that the suspected abuse warrants additional investigation, the General Manager shall coordinate the investigation with the appropriate investigators and / or law enforcement officials. Internal or external legal representatives will be involved in the process, as deemed appropriate.

Responding

26. If it is alleged that a member of staff, contractor or a volunteer may have committed an offence or have breached the organisation's policies or its Code of Conduct the person concerned may be stood down (with pay, where applicable) while an investigation is conducted.
27. If the investigation concludes that on the balance of probabilities an offence (or a breach of the organisation's policies or Code of Conduct) has occurred then disciplinary action may follow, up to and including dismissal or cessation of involvement with the organisation. The findings of the investigation will also be reported to any external body as required.

Privacy

28. All personal information considered or recorded will respect the privacy of the individuals involved unless there is a risk to someone's safety. SYN will have safeguards and practices in place to ensure any personal information is protected.
29. Everyone is entitled to know how the personal information is recorded, what will be done with it, and who will be able to access it.

Reviewing

30. Every two years, and following every reportable incident, a review shall be conducted to assess whether the organisation's child protection policies or procedures require modification to better protect the children under the organisation's care.

5.3.5 SYN Child Safety Code of Conduct for employees, volunteers and contractors when working with children or people under 18 years.

31. Management, staff, volunteers and contractors at SYN Media are required to abide by this Code.
32. The General Manager and other management staff will:
 - a. Be responsible for the overall welfare and wellbeing of staff and volunteers;



- b. Be accountable for managing and maintaining a duty of care towards staff and volunteers; and
 - c. Nominate a Child Protection Officer to provide information and support to all staff, volunteers, children, young people and their carers regarding child protection matters.
33. All people involved in the care of children on behalf of SYN Media will:
- a. Work towards the achievement of the aims and purposes of the organisation;
 - b. Be responsible for relevant administration of programs and activities in their area;
 - c. Maintain a duty of care towards others involved in these programs and activities;
 - d. Establish and maintain a child-safe environment in the course of their work;
 - e. Be fair, considerate and honest with others;
 - f. Treat children and young people under 18 with respect and value their ideas and opinions;
 - g. Act as positive role models in their conduct with children and people under 18;
 - h. Be professional in their actions;
 - i. Maintain strict impartiality;
 - j. Comply with specific organisational guidelines on physical contact with children;
 - k. Respect the privacy of children, their families and teachers/carers, and only disclose information to people who have a need to know;
 - l. Maintain a child-safe environment for children and people under 18;
 - m. Operate within the policies and guidelines of SYN Media; and
 - n. Contact the police if a child is at immediate risk of abuse (telephone 000).
34. No person shall:
- a. Shame, humiliate, oppress, belittle or degrade children or people under 18;
 - b. Unlawfully discriminate against any child;
 - c. Engage in any activity with a child or person under 18 that is likely to physically or emotionally harm them;
 - d. Initiate unnecessary physical contact with a child or person under 18, or do things of a personal nature for them that they can do for themselves;
 - e. Be alone with a child or person under 18 unnecessarily and for more than a very short time;
 - f. Develop a 'special' relationship with a specific child or person under 18 for their own needs;
 - g. Show favouritism through the provision of gifts or inappropriate attention;
 - h. Arrange contact, including online contact, with children or person under 18 outside of the organisation's programs and activities;
 - i. Photograph or video a child or person under 18 without the consent of the child and his/her parents or guardians;
 - j. Work with children or person under 18 while under the influence of alcohol or illegal drugs;
 - k. Engage in open discussions of a mature or adult nature in the presence of children;
 - l. Use inappropriate language in the presence of children; or



- m. Do anything in contravention of the organisation's policies, procedures or this Code of Conduct.

35. **What happens if you breach this Code of Conduct?** If you breach this Code of Conduct you will face disciplinary action, including and up to termination of employment or cessation of engagement with the organisation.

5.4 Workplace Environment

5.4.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for SYN's approach to a safe and accessible working environment.

5.4.2 Objectives

2. The objectives of this policy statement are to:
 - a. Promote SYN paid staff, volunteers and Board members to behave in a way that ensures an appropriate working environment
 - b. Ensure that SYN provides its paid staff and volunteers with an appropriate space to work in

5.4.3 Policy Statement

3. The environment of SYN will be as safe, non-institutional, accessible and as welcoming as possible.
4. SYN will be mindful of creating an environment which is non-threatening. SYN members, paid staff, volunteers, the Board and other service providers using SYN facilities have the right to be free from physical, emotional, and verbal abuse, for example.
5. SYN will be sensitive to the needs and possible behaviours of people in crisis; and will recognise that this requires the provision of professional development and training opportunities for all paid staff, volunteers and the Board in areas of skill such as conflict management and resolution, communication and group dynamics.
6. SYN provides a drug-free environment; smoking is not permitted within the premises at any time. SYN also provides an alcohol-free environment, except where permitted by the General Manager or the Board.

5.5 Occupation Health and Safety

5.5.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for SYN's approach to Occupational Health and Safety (OHS).

5.5.2 Objectives

2. The objectives of this policy statement are to:
 - a. ensure that SYN provides its paid staff, volunteers and the Board with a safe environment;
 - b. ensure that SYN paid staff, volunteers and the Board their rights and responsibilities in relation to health and safety.



5.5.3 Policy Statement

3. OHS at SYN is managed through this Policy and the Safety Action Plan which can be located on the SYN Share Drive under the Common Office Documents.

On an annual basis, the Risk and Compliance Board Committee will review the Safety Action Plan

4. SYN is committed to ensuring that its work and service environments are safe and without risk to health. Everyone associated with SYN has a responsibility for maintaining health and safety, and for minimising the risk of harm.
5. SYN is committed especially to ensuring all children who work and volunteer in the organisation are safe.
6. The Board recognises the right of workers to say "no" when feeling unsafe, and their right to receive support and debriefing from other professionals as required.
7. SYN's workplace will meet health and safety regulations and be regularly maintained.
8. All paid staff and the Board will have access to training in and information about health and safety practices and procedures, and about issues such as stress management. SYN recognises, however, that training and education are not a substitute for having accurate, well-communicated safety procedures that are adhered to by everyone.
9. SYN premises will be drug and alcohol free; smoking is not permitted within the premises at any time.
10. SYN will ensure that health and safety is of high priority during SYN outside broadcasts.

5.6 Bullying

5.6.1 Purpose/ Rationale

1. SYN takes seriously the rights of staff to not be bullied or harassed in their work. This policy defines bullying behaviour and provides guidelines to follow where such behaviour occurs in connection with SYN related activities.
2. According to the Fair Work Ombudsman, an employee is Bullied at work if:
 - a. A person or group of people repeatedly act unreasonably towards them or a group of workers; and,
 - b. the behaviour creates a risk to health and safety.

'Unreasonable Behaviour' includes victimising, humiliating, intimidating or threatening. Whether the behaviour is Unreasonable can depend on whether a reasonable person might see the behaviour as Unreasonable in the circumstances.

5.6.2 Objectives

3. The objectives of this policy statement are to:
 - a. Ensure that SYN is an environment free of bullying
 - b. Ensure that SYN paid staff, volunteers, and the Board are aware of their responsibilities in ensuring SYN is an environment free of bullying
 - c. Provide a clear method for all members of the SYN workforce, both paid and unpaid to act should they feel they have been the target of bullying



5.6.3 Coverage /Scope

4. The Section applies to all paid SYN staff as well as:
 - a. work experience students or interns;
 - b. contractors or subcontractors; and,
 - c. volunteers.

5.6.4 Policy Statement

5. Bullying is very serious and will not be tolerated.

If you believe Bullying has occurred at SYN, bring it to the attention of a Manager immediately.
6. SYN is committed to creating and maintaining a safe, positive environment free from bullying behaviour.
7. If you feel you are being bullied, you should consult section 5 of the SYN Procedures, which outlines what you should do if you feel you are being bullied.

What is bullying?

8. Bullying encompasses a broad spectrum of behaviour. A person may be said to bully another where that person intends to cause physical or mental harm, or arouse apprehension or fear in the other person for their safety or that of another, by engaging in a repetitive course of conduct which can be described as:
 - a. Intimidating
 - b. Threatening
 - c. Manipulative
 - d. Belittling
 - e. Isolating
 - f. Unreasonably persistently critical
 - g. Verbally abusive
 - h. Physically abusive
 - i. Performing abusive or offensive acts in the presence of the person
 - j. Directing abusive or offensive acts toward the person.

What is not bullying

9. A Manager at SYN can make decisions about poor performance, take disciplinary action, and direct and control the way work is carried out. Reasonable management action that's carried out in a reasonable way is not bullying.
10. Bullying is different to discrimination. Discrimination happens when there's Adverse Action because of a person's characteristics like their race, religion or sex. Bullying, conversely, happens when a colleague or Manager repeatedly behaves unreasonably towards a person or group of people and causes a risk to health and safety in the workplace. This behaviour doesn't have to be related to the person or group's characteristics and Adverse Action doesn't have to have happened.



When will bullying be taken to have occurred at SYN?

11. This policy relates to bullying which occurs:
 - a. Between SYN Members where the behaviour relates primarily to SYN activities or affects a person's involvement in SYN.
 - b. Between SYN Members and SYN Members of Staff and the Board
 - c. Between a SYN Member and another person where the bullying has a significant connection with SYN activities.
12. This policy relates to bullying which occurs:
 - a. At SYN premises, events or places where persons engage in SYN related activities;
 - b. Through the use of social networking sites and other online platforms where the bullying relates to SYN activities or affects a person's involvement at SYN;
 - c. Through the use of other communication devices where the bullying relates to SYN activities or affects a person's involvement at SYN.
13. SYN's General Manager or SYN Members of Staff may, if it is appropriate to do so, direct a complainant to utilise external avenues of assistance where the bullying behaviour has no connection, or has an insignificant connection, to SYN, for example where the complaint relates to activity in a different workplace.

5.7 Sexual Harassment

5.7.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines on SYN's approach to sexual

5.7.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure that SYN is an environment free of sexual harassment
 - b. Ensure that SYN paid staff, volunteers, and the Board are aware of their rights in relation to sexual harassment
 - c. Ensure that SYN paid staff, volunteers, and the Board are aware of their responsibilities in ensuring SYN is an environment free of sexual harassment

5.7.3 Policy Statement

3. SYN members will not, in any SYN related context, engage in sexual harassment. A SYN-related context may include situations where the relevant persons are:
 - a. present at an event organised by SYN such as the SYN Awards or AGM;
 - b. at SYN studios, , Channel 31 or any other location where an activity coordinated by SYN is taking place;
 - c. in the immediate surrounds of SYN studio, or Channel 31 for the predominant purpose of undertaking SYN volunteer activities;
 - d. undertaking activities supported by SYN for SYN purposes, such as external film or audio production, at a location other than the SYN studios, or Channel 31;
 - e. undertaking SYN education and training programs at a location other than the SYN studios or Channel 31.



4. SYN considers sexual harassment to be an unacceptable form of behaviour that will not be tolerated. We believe that all people have the right to an environment that is free of sexual harassment.
5. Sexual harassment is illegal under the Victorian Equal Opportunity Act 2010 and the Commonwealth Sex Discrimination Act (1984).
6. Section 28A of the Sex Discrimination Act 1984 and Section 92 of the Equal Opportunity Act 2010 provides the meaning of sexual harassment. Pursuant to these sections, a person sexually harasses another person (the *person harassed*) if in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated the possibility that the person harassed would be offended, humiliated or intimidated:
 - a. the person makes an unwelcome sexual advance, or an unwelcome request for sexual favours, to the person harassed; or
 - b. engages in other unwelcome conduct of a sexual nature in relation to the person harassed;
7. Examples of sexual harassment may include:
 - a. Persistent unwelcome demands (including repeated unwelcome requests to date), or even subtle pressures for sexual favours,
 - b. Jokes or comments of a suggestive nature,
 - c. Staring, leering, patting, pinching, touching, or unnecessary familiarity,
 - d. Unwelcome advances made through social networking sites,
 - e. Sending of text messages, emails or the making of telephone calls of a sexually explicit nature,
 - f. Distribution or display of material that is offensive to another,
 - g. Sexual assault (also a criminal offence), and
 - h. Indirect sexual harassment, such as a volunteer overhearing lewd remarks, or pornography being viewed on a computer.
8. All reports of sexual harassment will be taken seriously, treated with empathy, and investigated to an appropriate extent.
9. Disciplinary action may be taken in relation to a breach of this policy.
10. SYN paid staff, board members and volunteers will be respectful of underage people involved in SYN, and will be aware of inappropriate relationships between adults and underage people.

5.8 Equal Employment Opportunity

5.8.1 Purpose/ Rationale

1. SYN is an equal opportunity employer. All staff and prospective staff are protected from 'Discrimination' at work by the Act. This policy is intended to provide SYN with clear guidelines to comply with the principles of equal opportunity, access and equity.

5.8.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure that SYN operates within a framework that is fair, equal and accessible to all people
 - b. Make SYN an organisation free of discrimination



- c. Ensure that paid staff, volunteers and the Board comply with the principles of access and equity.
- d. Ensure SYN continues to prioritise access and participation for those under the age of 26.

5.8.3 Coverage /Scope

3. This Section of the Policy is applicable to:
 - a. someone applying for a job as an employee;
 - b. a new employee who hasn't started work; and,
 - c. an employee at any time during employment.

Note: SYN has an exemption from the Victorian Civil and Administrative Tribunal to allow discrimination based on age. SYN prefers candidates under 26 years of age. (NB. Candidates over 26 are still encouraged to apply.)

5.8.4 Policy Statement

4. SYN has a commitment to the principles of equal opportunity. We believe that equitable service delivery, employment policies and practices are essential to the philosophy and aims of this association.
5. More broadly, we believe that people have the right to participate fully in the organisation without being subjected to discrimination, stigmatisation or prejudice.
6. SYN is committed to prioritising employment of and service delivery to those under the age of 26.
7. Paid staff, volunteers and the Board will take responsibility for behaving in fair and non-discriminatory ways. All discriminatory behaviour is undesirable, may be unlawful, and will not be tolerated by SYN.
8. The service provided by paid staff, volunteers and the Board of SYN is impartial. It is open to everybody, and advice and help will be given on any subject without any preconceived attitude.
9. The provision of an impartial and objective service requires that paid staff, volunteers and the Board must recognise their own prejudices and take action to control their feelings and opinions when dealing with a particular enquirer. Regardless of conscious reservations or one's own feelings or beliefs, paid staff, volunteers and the Board must be willing to deal objectively with all enquirers.
10. SYN must be seen to be accessible to all young people.
11. All individuals have unique value - irrespective of age, ethnicity, gender, beliefs, social status and economic contribution to society - because they are human beings. To ensure that everyone in our community is willing and able to make use of our services, we recognise the following rights of people:
 - a. The right to use the services offered by this association, regardless of an individual's ethnicity, cultural beliefs and background, gender, sexuality, HIV status, social status or ability (see Other Protections, Impartiality and Discrimination).
 - b. The right to have accurate, current written and verbal information about SYN and its products and services.



5.9 Other Protections, Impartiality and Discrimination

5.9.1 Purpose/ Rationale

1. This policy is intended to provide SYN staff with clear guidelines as to their protections under the law. SYN staff have many other rights afforded by the Act. These relate to:
 - a. Protected Attributes
 - b. Undue Influence or Pressure
 - c. Coercion
 - d. Misrepresentation
 - e. Industrial Activities
 - f. Adverse Action.

5.9.2 Objectives

2. The objectives of this policy statement are to:
 - a. ensure that SYN operates within a framework that is fair, equal and accessible to all people
 - b. ensure all SYN staff (paid and unpaid) are aware of their rights to a workplace which is free of discrimination
 - c. ensure that paid staff, volunteers and the Board comply with the principles of access and equity.

5.9.3 Coverage/ Scope

3. This Section of the Policy is applicable to:
 - a. someone applying for a job as an employee;
 - b. a new employee who hasn't started work; and,
 - c. an employee at any time during employment.

5.9.4 Policy Statement

4. SYN recognises that staff have a number of rights afforded by the Act and are protected from Adverse Action when exercising these rights. For examples of what constitutes Adverse Action, see Section 28.2- Discrimination and Adverse Action.
5. SYN will not take Adverse Action against an employee for:
 - a. having or using a workplace right;
 - b. belonging or not belonging to a union;
 - c. taking or not taking part in industrial Activity; or,
 - d. having a Protected Attribute.

Protected Attributes

6. Protected Attributes, according to the Fair Work Ombudsman, include:
 - a. race;
 - b. colour;



- c. sex;
- d. sexual preference;
- e. physical or mental disability;
- f. marital status;
- g. family or carer's responsibilities;
- h. pregnancy;
- i. religion;
- j. political opinion;
- k. national extraction,
- l. social origin, and
- m. age; (however, this last attribute is not applicable to SYN)

SYN has an exemption from the Victorian Civil and Administrative Tribunal to allow discrimination on the basis of age. SYN prefers candidates under 26 years of age, but candidates over 26 are still encouraged to apply for employment positions.

Discrimination and Adverse Action

7. The Fair Work Ombudsman says Discrimination occurs in the workplace when an employer takes 'Adverse Action' against an employee or prospective employee because of a 'Protected Attribute' The Ombudsman says Adverse Action includes doing, threatening or organising any of the following:
 - a. firing an employee;
 - b. injuring the employee in their employment, e.g. not giving an employee legal entitlements such as pay or leave;
 - c. changing an employee's job to their disadvantage;
 - d. treating an employee differently than others;
 - e. not hiring someone; and/or,
 - f. offering a potential employee different and unfair terms and conditions for the job compared to other staff.
8. Adverse Action isn't always Discrimination. There can be lawful reasons to take these actions that have nothing to do with someone's personal characteristics.
9. It's not Discrimination if the actions:
 - a. are allowed under Victorian or federal anti-discrimination law;
 - b. relate to the necessary requirements of the job.
 - c. do not relate to one of the Protected Attributes (see Bullying Policy).

Undue Influence or Pressure

10. Undue Influence or Pressure is when SYN uses power to try to influence or pressure an employee to change their conditions of employment, according to the Fair Work Ombudsman.
11. SYN will not place Undue Influence or Pressure on an employee to:
 - a. enter or not enter into an Agreement;



- b. agree to, or terminate an individual flexibility arrangement (Hours of Work);
- c. accept a guarantee of annual earnings; or,
- d. agree or not agree to a deduction.

Coercion

- 12. Coercion, according to the Fair Work Ombudsman, means forcing someone to do something against their will, for example, through fear, intimidation or threats.
- 13. Staff can't be forced to use (or not use) a workplace right. For example, if an employee refuses to rescind their union membership SYN will not:
 - a. threaten to sack the employee;
 - b. threaten to demote the employee; or,
 - c. change or reduce the staff work days.

Misrepresentation

- 14. Misrepresentation is defined by the Fair Work Ombudsman as when someone knowingly or recklessly makes a false or misleading representation to a person who would be expected to rely on that representation.
- 15. SYN will not make Misrepresentations to any employee. Any employee found to have made Misrepresentations to SYN may be subject to the Underperformance or Serious Misconduct Sections in this Policy

Industrial Activities

- 16. An employee has the right to belong or not belong to an industrial association (such as a trade union or employer association). Staff also have the right to take part or not take part in Industrial Activity.
- 17. Industrial Activities, according to the Fair Work Ombudsman, include the following:
 - a. being involved in establishing a union or employer association;
 - b. organising, promoting, encouraging or participating in lawful activities for a union or employer association;
 - c. representing the views, claims or interests of a union or employer association;
 - d. complying with lawful requests made by a union or employer association;
 - e. paying a fee to a union or employer association; and,
 - f. asking to be represented by a union or employer association.

5.10 Dispute Resolution Policy

5.10.1 Purpose/Rationale

- 1. This document is intended to provide SYN with clear guidelines for the prevention and resolution of disputes between the association and members, among members and with external parties, with reference to paid staff, subcontractors, strategic partners and funding bodies.



5.10.2 Objectives

2. Encourage a preventative approach to dispute resolution that will address potential dispute issues with the highest level of urgency
3. Introduce and maintain processes and methods that will prevent the development of disputes
4. Provide processes that will ensure quick and effective resolution of disputes between SYN and members, among members and with external parties, including staff, subcontractors, strategic partners and funding bodies;
5. Prevent ongoing and/or recurring disputes and
6. Encourage the highest level of professionalism when dealing with areas of dispute

5.10.3 Policy Statement

7. SYN considers the following issues to be potential dispute areas:
 - a. Breach of contract or failure to deliver on any aspect/s of an agreement;
 - b. Conflicts of interest arising from involvement/relations with similar or competing organisations;
 - c. Placing at risk the professional reputation of the organisation or its members;
 - d. Any other matter deemed as inappropriate or unacceptable for the professional good of the organisation.
8. When addressing any dispute between SYN and members, among members and with external parties, including subcontractors, strategic partners and funding bodies, the following process shall occur:
 - a. Should a dispute arise, or should a potential dispute be detected, the complainant must tell the respondent in writing: The nature of the dispute; what outcome the complainant wants; and what action the complainant thinks will settle the dispute.
 - b. The parties to the dispute must meet and discuss the matter in dispute, and if possible, resolve the matter within 14 days after the dispute has come to the attention of all parties;
 - c. If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must hold a meeting in the presence of an independent mediator within 10 days.
 - d. The mediator must be a person chosen in agreement between the parties or in the absence of an agreement:
 - i. In the case of a dispute between a member and another member, by the Board
 - ii. In all the other cases, a person who is a mediator with the Dispute Settlement Centre of Victoria (Department of Justice).
 - e. The mediator can be a staff member of SYN, but cannot be a party to the dispute.
 - f. Should both parties fail to agree on the Independent mediator's suggestions, the case shall be referred to a professional Arbitrator, who will enforce a resolution.
9. Any parties involved in a dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this Section.
10. While the dispute resolution steps are being followed, work must continue in accordance with this agreement and the Act. Provided the dispute does not relate to an urgent matter of occupational



health and safety or child safety, an employee must not unreasonably fail to comply with a direction by SYN to perform work.

11. Further information regarding SYN's dispute resolution steps is included in section 5 of the SYN Procedures.



6 GENERAL OPERATIONAL POLICIES

6.1 Ethics Policy

See **Appendix C – SYN Code of Ethics**

6.1.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for the ethical conduct of paid staff, volunteers and the Board.

6.1.2 Objectives

2. The objectives of this policy statement are to:
 - a. Outline what SYN expects from its paid staff, volunteers and the Board.
 - b. Ensure paid staff, volunteers and the Board understand what constitutes ethical behaviour
 - c. Encourage an environment that complies with SYN's aims and philosophies, and the law.

6.1.3 Policy Statement

3. Paid staff, volunteers and the Board of SYN are committed to upholding its service philosophy and principles. We also recognise and work within the stated aims and objectives of SYN.
4. Furthermore, where any stated aims, policies or practices of SYN are believed to contradict SYN philosophy or legislation, we will bring about change. Personal values that are contrary to any of the above will not be practiced at SYN.
5. SYN recognises that the private conduct of everyone working at SYN in any capacity is a personal matter, as with anyone else, except when such conduct compromises their responsibilities to the organisation.
6. Paid staff, volunteers and the Board will not exploit their relationships with SYN members and stakeholders for personal advantage or gain.
7. Home and mobile telephone numbers, addresses or email addresses are not to be given out without the prior written or verbal permission of the individual concerned.
8. Where SYN members seek to express their appreciation through gifts, it is important to be aware of the risk that this may change the relationship between the people concerned. Cash may not be accepted by individuals but may be receipted as a donation to SYN.
9. All paid staff, volunteers and the Board are thus required to sign the SYN *Code of Ethics*.

6.2 Confidentiality Policy

6.2.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines around confidentiality and privacy. All staff, volunteers and the Board will, at all times, strictly observe the Confidentiality Policy of the Student Youth Network Inc.

6.2.2 Objectives

2. The objectives of this policy statement are to:



- a. Ensure all paid staff, volunteers and the Board understand their responsibilities in relation to confidentiality and privacy.
- b. Promote an environment where confidentiality and privacy laws are complied with at all times.

6.2.3 Policy Statement

1. This policy should be read in conjunction with section 6 of the SYN Procedures, which outlines procedures when dealing with confidential information.
2. All staff, volunteers and the Board will not disclose any confidential information obtained in the course of their work at or on behalf of SYN, except where such disclosure is authorised by the General Manager or the Board. 'Confidential Information' refers to any information or document that an individual wishes not to make public.
3. All personal and identifying information (whether verbal or written) about SYN members, customers or colleagues will be regarded as confidential, and will not be provided to anyone without the prior written consent of the individual concerned (except where required by law).
4. Staff, volunteers and the Board will avoid being insensitive to people when collecting personal or confidential information necessary to SYN's operations or services. Personal or confidential information (e.g. tax file number, HIV status) that is not necessary to SYN's operations or services is only to be recorded if the person is aware that they are not required to provide that information to SYN, and consents to providing that information to SYN.
5. SYN members will be made aware that they have control over the information they provide to SYN and what details they are prepared to have recorded on file. They will be informed about the nature of any information recorded, and who has access to it and why (e.g. co-workers, funding bodies). SYN will allow them access to these records if requested; however, care must be taken to protect the confidences of any others that may be contained also in these records.
6. Staff, volunteers and the Board will only access SYN records if they need to do so in order to carry out their work. Reading a file out of curiosity or because they know the SYN member personally is a breach of confidentiality, and carries with it the prospect of disciplinary proceedings.

6.3 Accountability Policy

6.3.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for SYN's approach to accountability as an organisation.

6.3.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure that SYN, as an organisation, is run as professionally and accountably as possible.
 - b. Promote an environment where staff, volunteers and the Board understand their responsibilities in maintaining an accountable organisation
 - c. Ensure that SYN always remains accountable to necessary bodies.

6.3.3 Policy Statement

3. SYN, its paid staff, volunteers and the Board, will be accountable to SYN members, its funding bodies, and to the wider community for all of its operations, activities and programs.



4. SYN will ensure that adequate written information exists, detailing lines of internal and external accountability for everyone involved in SYN operations, activities and programs.
5. Regular written reports from workers and sub-committees/working groups will be prepared and circulated to the Board.
6. Copies of each Annual Report, including audited financial statements, should be readily available to funding bodies, SYN members, and members of the community as well as to paid staff, volunteers and the Board.

6.4 Financial Management Policy

6.4.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines to SYN's approach to financial management, budgets and other financial issues.

6.4.2 Objectives

2. The objectives of this policy statement are to:
 - a. Outline guidelines for the responsible, accountable and transparent financial management of SYN.
 - b. Ensure SYN staff and the Board understand their responsibility and obligations in the area of financial management.

6.4.3 Policy Statement

3. The SYN Board will monitor the financial progress of SYN.
4. The Treasurer, in consultation with the General Manager, shall undertake the following budget duties:
 - a. Co-ordinate the creation of each financial years' SYN budget.
 - b. Develop the budget document based on budget submissions from staff, volunteers and Board members.
 - c. Present the budget document to the Board for approval prior to the commencement of the new financial year.
5. The Treasurer, in consultation with the General Manager and President, will present monthly financial reports to the Board.
6. SYN accounts will be audited annually by independent auditors. The audited reports will be available to all SYN staff, the Board, volunteers, members, partners, associates, affiliated bodies and the public. The audited reports will be distributed at the Annual General Meeting.

6.5 Strategic Partnerships Policy

6.5.1 Purpose/Rationale

1. This policy is intended to provide clear guidelines for SYN's formation of strategic partnerships with organisations or individuals.

6.5.2 Objectives

2. The objectives of this policy statement are to:



- a. Ensure any strategic partnership is appropriate to the aims and objectives of SYN
- b. Ensure SYN pursues and considers strategic partnerships which improve or enhance SYN services, skills and reputation
- c. Promote consistency in decision making with regard to the formation and administration of strategic partnerships.

6.5.3 Policy Statement

3. SYN is committed to enhancing the information and resources available to members through the establishment and nurturing of strategic networks and partnerships. There must be clear understanding of, and agreement to, the nature and scope of appropriate strategic partnerships.
4. SYN will actively seek strategic partnerships that promote youth participation in the media, and further the aims of the organisation. Potential strategic partners should:
 - a. Support the vision, mission and purposes of the organisation;
 - b. Have a demonstrated commitment to working with young people in an inclusive manner;
 - c. Have strong community links;
 - d. Provide a networking gateway for SYN members through existing or future projects;
 - e. Enhance the opportunities of SYN and its members.
5. All things being equal, priority will be given to partnerships with SYN members, over non-members.



7 MEDIA WORK ENVIRONMENT POLICIES

7.1 SYN Media Learning Policy

7.1.1 Purpose/ Rationale

1. This policy is intended to provide clear guidelines for SYN's approach towards the delivery of Media Learning Programs and outlines the rights and responsibilities of the Education and Training Manager, the Media Learning staff team, and Media Learning participants.

7.1.2 Definitions

“Media Learning” - means SYN's suite of education and training programs offered to schools, community groups and young people entering the organisation for the purpose of participating in SYN's volunteer activities.

“SYN Training” - means required training programs that SYN members must complete before participating in the organisation's activities.

7.1.3 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure SYN provides schools, community groups and young people with the best Media Learning program/s possible;
 - b. Outline the purposes of SYN's Media Learning programs;
 - c. Provide guidelines so both the Media Learning staff team and Media Learning program participants understand their rights and responsibilities;
 - d. Ensure Media Learning program sessions run as constructively as possible; and
 - e. Ensure an inclusive and supportive learning environment.

7.1.4 Policy statement

3. This policy applies to all SYN Media Learning programs.
4. The purposes of SYN Media Learning programs for new members are as follows:
 - a. To give SYN members and volunteers a greater understanding of how SYN Media operates and functions;
 - b. To connect SYN members to the SYN community;
 - c. To provide SYN members with the technical and content making skills, knowledge and confidence to be involved across SYN's platforms on radio, television and online; and
 - d. To provide SYN members with skills and knowledge that can be used in future pursuits.
5. The purposes of SYN Media Learning Programs for schools and community groups are as follows:
 - a. To give schools and community groups a greater understanding of how SYN Media operates and functions;
 - b. To provide schools and community groups with an entry point to the SYN community;
 - c. To provide schools and community groups with a practical overview of SYN's radio, television and online media platforms; and



- d. To provide schools and community groups with educational or extra curricula activities and a creative outlet for expression.

Participant rights and responsibilities

6. Participants in SYN Media Learning programs will:
 - a. treat staff and other participants with respect and courtesy;
 - b. arrive at sessions punctually;
 - c. be ready to learn and participate on arrival; and
 - d. behave in a manner which is appropriate and complies with SYN policies and the Code of Ethics;
7. Any person seeking to participate in SYN's broadcasting activities in a volunteer/membership capacity will attend formal SYN Training before participating in the organisation's activities.
8. A SYN member may be exempt from all or parts of SYN Training at the discretion of the Education and Training Manager if the member provides supporting material that demonstrates:
 - a. The SYN member already has skills of at least the standard that SYN Training seeks to teach;
 - b. The SYN member has completed equivalent training.
9. Any person seeking to participate in SYN activities not related to broadcasting and which do not require attendance at formal SYN training will undergo an induction as directed by the Education and Training Manager or other SYN staff.
10. If a SYN member actively participating in the organisation's broadcasting activities is found to have not completed SYN Training and has not received an exemption, the Education and Training Manager or General Manager may do any of the following in any combination:
 - a. Informally request the member to undertake SYN Training;
 - b. Give a formal written warning to the member and/or the associated content making team requiring the member attend the appropriate training session;
 - c. Require the member and/or associated content making team to cease engaging in SYN-related activities until training is complete.
11. A SYN member or associated content making team will be restricted from participating in SYN-related activities where appropriate training is not completed within two months of receiving a formal written warning, and any action taken by SYN thereafter will be taken with reference to the SYN Disciplinary Procedure and related policies.

Media Learning staff rights and responsibilities

12. SYN Media Learning programs will be conducted in a manner conducive to fostering an inclusive and supportive training environment.
13. SYN Media Learning staff will:
 - a. treat all participants, the staff team, the Education and Training Manager and other SYN staff with respect and courtesy; and
 - b. ensure to the best of their ability that all participants feel included and understand the program.
14. SYN Media Learning staff may immediately exclude from a session any participant who:



- a. behaves inappropriately;
 - b. behaves in a manner that impedes the learning experience for other participants;
 - c. acts disrespectfully toward staff;
 - d. acts disrespectfully toward other participants;
 - e. engages in harassing behaviour toward staff or other participants; and
 - f. appears under the influence of drugs and alcohol.
15. Where a Media Learning staff member becomes aware of a participant behaving in a manner capable of justifying exclusion, the staff member will:
- a. If the participant is over 18, advise the Education and Training Manager or other permanent staff member as soon as practicable;
 - b. If the participant is under 18 and engages in SYN-related activities as part of a school or community group, immediately advise the responsible adult representative of the group where available and the Education and Training Manager or another permanent staff member.
 - c. If the participant is under 18 and does not engage in SYN-related activities as part of a school or community group, immediately advise the Education and Training Manager or another permanent staff member who will advise the participant's parent/guardian.
16. The Education and Training Manager or General Manager may limit or exclude from any future Media Learning programs any participant behaving in a manner capable of justifying exclusion.
17. Where a participant's faculties appear impaired, for instance, because of drugs or alcohol, the responsible staff member with guidance from the Education and Training Manager or other permanent staff member will endeavour so far as reasonable in the circumstances to have the participant picked up by their parent, guardian, next of kin or responsible adult.

7.2 Programming Policy

7.2.1 Purpose/Rationale

1. This policy is intended to provide SYN with guidelines for SYN's approach towards programming and the responsibilities of the programming manager(s).

7.2.2 Objectives

2. The objectives of this policy statement are to:
 - a. Present a programming grid that represents the overall ethos of SYN.
 - b. Ensure SYN paid staff, volunteers, members and the Board are aware of SYN's programming guidelines

7.2.3 Policy Statement

3. The SYN Radio programming grid (between the hours of 6:00 am and midnight) will represent the overall ethos of SYN. This should take into consideration:
 - a. diversity of music, interests and opinions;
 - b. a commitment to education and training;
 - c. all presenters/producers under 26 years old;
 - d. 50% of airtime 18 years or younger;



- e. a commitment to represent all age-groups between 12 and 25;
- f. equal representation of males and females among presenters/producers, and a commitment to the representation of all gender identities;
- g. 40% of overall music originating from Australian artists;
- h. 20% of overall music originating from local (Victorian) artists;
- i. 50% of overall music originating from female-identifying artists;
- j. 60% of overall programming music-based and 40% talk-based;
- k. community groups closely affiliated with SYN;
- l. a commitment to the representation of all gender identities;
- m. a commitment to Koori and Indigenous Youth
- n. a commitment to ethnic and multicultural youth programming including programs spoken in Languages Other Than English;
- o. a commitment to youth-at-risk programming;
- p. a commitment to school-based programming;
- q. a maximum of two broadcasting seasons per calendar year for each presenter. Examples of reaching the maximum of two broadcasting seasons is to host in one calendar year, only:
 - i. a flagship show in season one and a seasonal program in season two; or
 - ii. a flagship show throughout season one and three; or
 - iii. a seasonal program in season two and three.

These objectives should be regarded as a reference for the programming manager(s). If all objectives are not realistically achievable on the basis of the show proposals/schools available, avenues to remedy such should be undertaken. Failing that, it is at the programming manager(s) discretion to formulate a programming grid that minimises any compromise of the above objectives.

4. SYN shall fulfil all contractual obligations regarding programming time.
5. SYN shall not broadcast material which may:
 - a. incite, encourage or present for its own sake violence or brutality;
 - b. simulate news or events in such a way as to alarm or mislead listeners;
 - c. present as desirable the misuse of drugs including alcohol, narcotics and tobacco.
6. SYN shall not broadcast material which may stereotype, vilify, or perpetuate hatred against, or attempt to demean any person or group on the basis of ethnicity, nationality, race, gender, sexual preference, religion, age, physical or mental disability.
7. SYN shall avoid censorship wherever possible. However, consideration shall be given to the audience; the context; the degree of explicitness; the propensity to alarm, distress or shock; and the social importance of the event.
8. SYN does not encourage songs with profanities during daytime slots. If a song contains mild profanities the presenter is encouraged to inform the listener beforehand. However, songs with excessive swearing, meaning if it can be seen as gratuitous and overly offensive, are discouraged from being aired during the day. Presenters need to ask themselves whether they feel what they are playing is appropriate for their time slot. As a representative of the station, presenters must



be aware of the image they are portraying to the community and financial supporters of the station.

9. A system shall be implemented and maintained as far as reasonably practical to ensure SYN is meeting its objective of 40% Australian music. Programming Managers should counsel presenters of those programs which are not playing enough Australian music despite it being appropriate to do so.
10. SYN does not allow paid staff to present a show (unless under exceptional circumstances).
11. All programming and music decisions will be made exclusively by people under 26 years of age.

7.2.4 LOTE Programming

12. SYN encourages and supports programming in languages other than English (LOTE) by people from culturally diverse backgrounds. The organisation recognises that young culturally and linguistically diverse people make up a large proportion of the youth community and therefore need representation by the organisation. It also recognises that full-time ethnic stations may not cater for youth participation.
13. When selecting or reviewing programs, the programming committee shall take into account the language content of applicants but this shall not be used as a basis for acceptance or rejection. Nor should language content be used as grounds for placing the programs in 'less favourable' time-slots. The program committee will endeavour to integrate LOTE programming in a fair and non-discriminatory way.
14. SYN recommends that producers of LOTE programs:
 - a. Provide listeners with a notification in English at the start of the program that notifies that the broadcast will be in a LOTE;
 - b. Frequently play SYN tags and IDs throughout the program
 - c. Let listeners know in English that they are listening to a LOTE program on SYN at intervals throughout the program
 - d. Monitor the quality and content of their programs and provide self-assessment to the programming committee
 - e. Always brief announcers and guests about the risks of broadcasting defamatory and slanderous content

7.3 Employee Programming and Production Policy

7.3.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for SYN employees producing or presenting material for broadcast or participating in other volunteer-driven activities.

7.3.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure all SYN employees fulfil their employment responsibilities;
 - b. Ensure all SYN members who are not SYN employees have equal opportunity to access airtime;
 - c. Ensure there is a clear distinction of rights and responsibilities between volunteers and paid employees.



7.3.3 Policy Statement

3. SYN staff are not permitted to participate in volunteer-driven activities unless:
 - a. Specifically stated in the paid staff member's job description; or
 - b. The person is a casual or part-time paid staff member routinely earning less than \$300 per week or \$15,600 per annum
4. SYN staff who meet the criteria of 1(a) and/or 1(b) must:
 - a. Meet programming requirements;
 - b. Not participate in volunteer-driven activities within paid working hours;
 - c. Consider the impact of their participation on the broader membership base in line with SYN's values of access and participation.
5. At its discretion management may restrict any eligible paid staff member's participation in volunteer-driven activities.

7.4 Production Policy

7.4.1 Purpose/Rationale

1. This document is intended to provide SYN with clear guidelines for SYN's approach towards the production of all station identification, show promotion, community service and sponsorship announcements.

7.4.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure that the overall sound of the station embodies the principles and ethos of SYN as a community broadcaster
 - b. Ensure SYN paid staff and volunteers involved in production are aware of SYN's approach to production

7.4.3 Policy Statement

3. SYN's overall sound will:
 - a. Engage, rather than talk down to the listening audience;
 - b. Avoid the use of styles commonly associated with commercial stations;
 - c. Maintain a fresh approach in all areas of production;
 - d. Produce material that is appropriate for our target audience of 12-25-year old listeners.
4. Sounds from outside the station, including voices and jingles, will be considered, but SYN prefers announcements to be produced entirely 'in-house' by the station.
5. All announcements must be consistent with the SYN sound. That is, they must conform to the attitudes and policies of the station as a whole.
6. SYN reserves the right for the final say on all production matters.



7.5 Sponsorship Policy

7.5.1 Purpose/Rationale

1. This policy is intended to provide clear guidelines for SYN's approach in relation to sponsors, on-air sponsorship announcements and the responsibilities of the staff overseeing sponsorship.

7.5.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure any sponsor or on-air sponsorship announcement is compliant with the aims and objectives of SYN;
 - b. Ensure consistent decisions are made regarding who may sponsor SYN.

7.5.3 Policy Statement

3. A sponsorship message is taken to mean the broadcast of a message that has been paid for in cash or kind and is tagged as such.
4. In deciding whether or not a sponsorship message will be communicated by SYN, SYN will take into account the Community Broadcasting Codes of Practice.
5. All sponsorship agreements, whether or not money is exchanged, will be in writing.
6. Sponsorship announcements are limited to 5 minutes within any broadcast hour.
7. The content and style of individual programs, and the overall programming of SYN, will not be influenced by the sponsors of programs.
8. SYN reserves the right to choose clientele based on SYN's own ethical and broadcast policies, with the exception of Part 5, paragraph 9(1)(a) of the Broadcasting Services Act (1992), in the case of State or Federal emergencies.
9. SYN will not accept sponsorship from:
 - a. medical or pharmaceutical organisations;
 - b. political parties;
 - c. entities SYN believes act in a manner inconsistent with SYN's values;
 - d. entities SYN believes engage in exploitative or discriminatory practices; or
 - e. entities SYN believes engage in unsound environmental practices.
10. SYN will not endorse, directly or by association, an alcohol-related brand or product. This rule applies regardless of the subtly used in such endorsement
11. SYN may accept sponsorship from federal, state and local authority groups, for example, VicRoads, TAC, Health campaigns, as long as the proposed message is consistent with SYN's values, purposes, Policies and Procedures and other governance documents in existence from time to time.
12. The content of announcements should not contravene the guidelines outlined by the Community Broadcasting Codes of Practice in regard to the use of adjectives, prices, jingles and time.
13. The content of announcements will reflect the following guidelines:
 - a. company names, even those synonymous with a product name, can be mentioned but the mention must be understated;
 - b. the style of voice and background music must be consistent with SYN's broadcast style.



- c. Announcements must not overstate, mislead or deceive listeners as to the nature, uses, quality or associations of the brand, service or product to which the announcement relates.
- d. Mention of price is discouraged and should be limited if mentioned at all.

7.6 News Policy

7.6.1 Purpose/Rationale

1. This policy is intended to provide clear guidelines for SYN's approach towards all news and current affairs programs/bulletins.

7.6.2 Objectives

2. The objectives of this policy document are to:
 - a. Ensure that the news and current affairs broadcast on SYN are consistent with the aims and ethos of the station
 - b. Ensure that the news and current affairs programs broadcast on SYN provide access to views and information particularly relevant to 12-25 year olds that is under-represented by the media

7.6.3 Policy Statement

3. SYN news and current affairs programs (including news flashes) should:
 - a. be guided by the principles of accuracy and fairness;
 - b. provide access to views under-represented by the media;
 - c. present factual material accurately and ensure that reasonable efforts are made to correct substantial errors of fact at the earliest possible opportunity;
 - d. clearly distinguish factual material from commentary and analysis;
 - e. not present news in such a way as to create public panic or unnecessary distress to listeners;
 - f. not misrepresent a viewpoint by giving misleading emphasis, editing out of context or withholding relevant available facts; or
 - g. represent each person's legitimate right to protection from unjustified use of material which is obtained without an individual's consent or other unwarranted and intrusive invasions of privacy.
4. SYN news and current affairs programs will not broadcast the words of an identifiable person unless:
 - a. That person has been informed in advance that the words may be transmitted;
 - b. In the case of words which have been recorded without the knowledge of the person, the person has subsequently, but prior to the transmission of the words, been informed;
 - c. The manner of the recording has made it manifestly clear that the material may be broadcast.
5. SYN news and current affairs programs have the right to interrupt regularly scheduled programs where appropriate (such as the September 11 terrorist attacks on the United States).



7.7 Intellectual Property Policy

7.7.1 Purpose/Rationale

1. SYN is committed to assisting young people to create new and original media works. SYN facilitates the creation of these works by providing a supportive framework of expertise, equipment and resources.
2. SYN is committed to allowing members to use intellectual property created at SYN with freedom, ease and with minimal restrictions. Where this policy places restrictions on the use of intellectual property, members are encouraged to speak with SYN to facilitate the desired use.
3. SYN encourages members to speak to SYN about transferring intellectual property rights from the organisation to the individual.
4. The policy seeks to clarify the ownership of intellectual property created by SYN members using SYN's equipment and other resources. It also specifies who may use that intellectual property and for what purposes.
5. 'Intellectual Property' can be understood as an umbrella term for areas of law such as Copyright, Trademark, Designs and Patents. At SYN, when we talk about Intellectual Property, we are referring to the Intellectual Property in a sound recording, video recording, the name of a radio, podcast or TV program, the dramatic elements of a show or a script., and digital content, both online and offline.

7.7.2 Objectives

6. The objectives of this policy are to:
 - a. Clarify the different types of "intellectual property" likely to be created by SYN employees and members.
 - b. Clarify who owns intellectual property created in connection with SYN's activities and resources.
 - c. Identify when SYN, its employees and members may use intellectual property in connection with SYN's activities.
 - d. Specify what types of intellectual property provisions must be included in SYN's contracts with third parties.
 - e. Promote awareness and understanding of SYN's intellectual property framework.

7.7.3 Policy Statement

7. This policy should be read in conjunction with section 7 of the SYN Procedures,
8. SYN does not want to unnecessarily restrict your use of intellectual property created at SYN. Below is a list of examples as to how SYN-related intellectual property might be used. If you are ever unsure, feel free to ask SYN.
 - ✓ **JOBS:** Julia, a SYN member, is automatically allowed to use a sound recording made at and broadcast on SYN in a show reel used to apply for her dream job at ABS News.
 - ✓ **ASSESSMENT:** Benjamin, a SYN member, is allowed to submit video footage created during presenting for 1700 for a media assessment at university, provided that the university and parties other than SYN permits this.
 - ✗ **USE OF FLAGSHIPS:** Marcel, a SYN member, wants to recreate a SYN flagship program on another radio station. He wants to take the name of the flagship program as well as the dramatic elements of the show. Marcel is not permitted to do either of these things. He should speak to a SYN staff member if he would like further guidance.



- ✘ **COMMERCIAL USE:** Stacey, a SYN member, has created a radio program on SYN called Stacey's Soap Box using all SYN's resources. She has been approached by Deidre Macintyre to broadcast the show on Channel 13. Stacey has been offered \$50,000 to broadcast the show on Channel 13. Stacey cannot automatically enter this agreement, she must obtain a license from SYN before entering an agreement with Channel 13.
- ✘ **POSTING CONTENT ON THE SAME CONTENT DISTRIBUTOR:** Joey wants to post and distribute his content created at SYN on Omny, which is what SYN already uses to distribute. Joey creates a new account on Omny and begins to distribute his podcasts. Joey also fails to mention and credit SYN in any way. Joey should endeavour to use SYN's Omny to post his content created at SYN. Joey, if posting on a personal account, such as on iTunes, or Soundcloud or any podcast hosting or distributing services, should adequately credit SYN. Joey should have credited SYN in the audio itself and the written description attached.

What is intellectual property

9. "Intellectual property" includes:
 - a. copyright in items already existing or created in future;
 - b. trade marks (both registered and unregistered);
 - c. patents;
 - d. designs;
 - e. rights in relation to confidential information; and
 - f. all other forms of intellectual property.

Materials in which intellectual property exists

10. Intellectual property is likely to arise in the following:
 - a. the name "Student Youth Network", the abbreviation "SYN", the name "SYN Media" and the SYN logo;
 - b. scripts for radio and television programs;
 - c. photographs, drawings and graphics;
 - d. audio and audio-visual recordings of programs or advertisements;
 - e. confidential information about concepts for new shows;
 - f. content on the SYN website.

Ownership of intellectual property

11. SYN members acknowledge that by using:
 - a. SYN's resources, property, equipment, funds or human resources; or
 - b. pre-existing intellectual property owned by SYN,
 any intellectual property created as a result will be owned by SYN.
12. SYN members assign all intellectual property created by them where this intellectual property is created partially or wholly through the use of SYN resources, to SYN Media.

Automatic Licenses

13. Subject to the conditions in clause 15 being satisfied, SYN automatically grants the following licenses:



- a. Career Advancement: All SYN members are automatically authorised to use material created by them using SYN resources for the sole purpose of demonstrating their suitability for an employment opportunity or similar. This automatic license will not apply where a commercial use of the work is made or proposed to be made.
 - b. Educational use: All SYN members are automatically authorised to use material created by them using SYN resources for the purpose of fulfilling primary, secondary or tertiary education assessment. No authorisation is extended where the policies or practices of the education provider disallows such use.
 - c. Non-Commercial Use of Seasonal Programs: All SYN members are automatically authorised to use material created by them using SYN resources for non-commercial purposes.
14. SYN may revoke a license granted pursuant to clause 13 where the SYN General Manager reasonably believes the license to be contrary to SYN's values or policies in existence from time to time.
15. SYN members **must** credit SYN appropriately when making use of the material outside of SYN. Depending on the material used, this may require:
- a. Making reference to the fact that certain material was made using SYN Resources;
 - b. Specifying the contribution made by SYN in the creation of the material;
 - c. Use of SYN Logo.
16. SYN members may request the General Manager to provide guidance as to how to appropriately Credit SYN for a particular use.
17. If posting content to an online hosting or distribution service that SYN already distributes on, SYN members must endeavour to use SYN's account to create uniformity in SYN's online presence.

Exclusions to Automatic Licensing Regime

18. Material forming part of SYN's operations does not fall within the automatic licensing regime.
19. Without limiting clause 18, material forming part of SYN's operations includes SYN's Education and Training materials, SYN Production Services materials, as well as materials relating to the governance of the organisation.

Flagship Programs

20. SYN members are precluded from using a similar name to a SYN Flagship Program outside of SYN in relation to media content containing similar themes or elements to the SYN Flagship Program, unless a license has been expressly granted, in writing, by the General Manager or the Board.
21. SYN members are precluded from exploiting intellectual property with identical or substantially similar elements or concepts of a SYN Flagship Program outside of SYN, unless a license has been expressly granted, in writing, by the General Manager or the Board.

Licenses for commercial purposes

22. Nothing in this policy precludes a SYN member from applying for a license to use Intellectual Property owned by SYN. The process is outlined in the SYN Procedures at section 7.
23. Where the SYN member applies for a licence to use intellectual property for a commercial purpose, SYN may exercise its discretion to determine whether a licence should be granted and, if so, upon what conditions.
24. For the purpose of this policy, commercial purpose includes where:



- a. a not-insignificant fee is payable for the use or proposed use of the intellectual property;
 - b. the intellectual property is proposed to be broadcast or otherwise used by a not-insignificant broadcast organisation or other media content provider;
 - c. for the purposes of the clause immediately above, a 'not-insignificant broadcast organisation or other media content provider' will not include a small-medium community broadcast organisation or similar media content providers.
25. When exercising the discretion pursuant to clause 23, SYN must take into account the following:
- a. SYN's status as a non-profit organisation;
 - b. SYN's values;
 - c. SYN's commitment to providing a platform whereby young people are encouraged to develop their skills and careers through the organisation; and
 - d. Members should ordinarily be free to use material created by them how they think fit.
26. When exercising the discretion pursuant to clause 23, SYN may consider the following:
- a. the extent to which SYN resources were relied upon to create the intellectual property;
 - b. commercial purpose is usually, but not necessarily limited to, situations where the SYN member receives financial reward or remuneration; and
 - c. any other consideration the appropriate SYN representative reasonably believes to be relevant.
27. SYN is free to use, edit, license and otherwise deal with and exploit all intellectual property it owns.
28. SYN members must not use any intellectual property owned by SYN except as permitted by this policy or as otherwise authorised in writing by SYN.
29. SYN members must not use intellectual property belonging to a third party in connection with SYN-related activities without the prior written approval of the third party.
30. SYN members must not disclose to any third party any of SYN's confidential information without the prior written approval of the SYN General Manager.
31. Information relating to intellectual property owned by SYN is deemed to be confidential information unless at the time the information arose it was already in the public domain.

Contracts with third parties

32. Where SYN enters any contract with a third party under which intellectual property may be created, the responsible SYN employee must ensure the contract specifies which party owns any created intellectual property and the rights of the parties to use that intellectual property.



8 MEMBERSHIPS, COMMITTEES & BOARD POLICIES

8.1 Membership Policy

8.1.1 Purpose/Rationale

1. This policy is intended to provide SYN with clear guidelines for the selection criteria, application process and requirements for new members, including individuals, corporate members, independent members and non-profit organisations.

8.1.2 Objectives

2. The objectives of this policy statement are to:
 - a. Outline the application process for all members
 - b. Provide a schedule of fees for each type of membership
 - c. Provide membership criteria for all new applicants

8.1.3 Policy Statement

3. The constitution of SYN provides a clear framework for policy and procedures relating to memberships.
4. The SYN Board of Management has the right to waive or reduce fees in special circumstances.
5. The application process for all prospective members is set out in Section 8 of the SYN Policies.
6. A schedule of fees for each type of membership will be made transparent and public and can be found here: <http://syn.org.au/syn-membership/>.

8.2 Committees Policy

8.2.1 Purpose/ Rationale

1. This policy is intended to provide the Board of Management with clear guidelines for the operation of Board sub-committees, and the formation of new sub-committees.

8.2.2 Objectives

2. The objectives of this policy statement are to:
 - a. Formalise the SYN committees which are sub-committees of the Board of Management
 - b. Ensure that members of the SYN Board of Management and sub-committees understand the committee process
 - c. Outline a clear process for the Board of Management to follow when creating new committees

8.2.3 Policy Statement

3. SYN committees exist as sub-committees of the Board of Management. SYN committees are formed around specific issues and events, and report and make recommendations to the SYN Board of Management.
4. It is recommended that SYN committees should meet at least 4 times in each year.



5. Written notice of each committee meeting should be given to each member of the committee at least 4 business days before the date of the meeting.
6. Standing orders for SYN committees shall be consistent with the standing orders for the SYN Board of Management, outlined in the SYN Constitution.
7. The SYN Board of Management may, at any time, resolve to create new SYN committees. The resolution must state the purpose, chair and members of the committee, and shall be added to this policy.
8. The SYN Board of Management may, at any time, resolve to create ad-hoc committees or working groups, that are intended to be short-term, to deal with specific issues. These committees or working groups do not need to be formalised in this policy.

8.3 Electoral Policy

8.3.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for the proper running of Board of Management elections and the conduct of the Returning Officers and candidates.

8.3.2 Objectives

2. The objectives of this policy statement are to:
 - a. Outline the rules governing Board of Management elections
 - b. Ensure candidates are aware of the electoral regulations they are bound by
 - c. Ensure voting members understand the electoral process
 - d. Ensure nominees understand the role and obligations of Board directorship

8.3.3 Policy Statement

3. SYN Annual Board of Management elections will be conducted at the Annual General Meeting (AGM);
4. The Returning Officer, as appointed by the Board, will conduct and administer the electoral process. The Returning Officer must forfeit the right to vote;
5. All SYN members must be given written notice of the AGM at least four weeks in advance;
6. The Electoral Policy must be publicised, where appropriate, prior to the AGM.

Announcement of AGM and call for Nominees

7. In accordance with sections 31 of the SYN Rules notice must be given to members
 - a. with at least 21 days notice of a general meeting if a special resolution is to be proposed at the meeting; OR
 - b. with at least 14 days notice of a general meeting in any other case
8. Where practically possible, the Board will give written notice of the AGM at least four weeks prior to the AGM;
9. Where practically possible, the Board will make available at least four weeks prior to the AGM:
 - a. Information about the role and commitment of SYN Board Members;
 - b. The SYN Rules;



- c. The SYN Electoral Policy.

Nominations

10. Nominations must be forwarded and seconded by two SYN members. Nominations must be submitted by 6pm, one week prior to the election;
11. Candidates nominating for the Board must be a current SYN member. Nominators must be current SYN Voting Members as defined in the Constitution;
12. Candidates nominating for President will automatically be nominated for Ordinary Member unless otherwise requested;
13. Candidates nominating for the Board who utilise the SYN membership database for campaigning purposes forfeit the right to nominate;
14. Candidates nominating for the Board who utilise SYN's broadcast or online channels, including social media pages, for campaigning purposes forfeit the right to nominate.

Electoral Procedure

15. The Returning Officer will conduct the electoral procedure at the AGM;
16. Presidential candidates will be given the opportunity to speak for no more than 4 minutes. Vice-Presidential or Ordinary candidates will be given the opportunity to speak for no more than 2 minutes;
17. If a candidate cannot attend the AGM, the candidate may:
 - a. Nominate an individual to speak on their behalf at the AGM: written approval from the candidate must be presented to the Returning Officer prior to the AGM, or
 - b. Arrange for a pre-recorded presentation (audio or audio visual) not exceeding the appropriate time limit.
18. All other AGM attendees are not permitted to speak in relation to the election or the electoral candidates.

Proxy votes

19. Proxy votes can be allocated (as per proxy form) to anyone attending the AGM, with the following guidelines:
 - a. Proxy votes must be submitted to either the Secretary or the Returning Officer 24 hours prior to the AGM;
 - b. No more than 3 proxy votes can be allocated to any one person.

Voting

20. Voting is limited to current SYN members who have been a member for six months or more at any time before the AGM, with the following guidelines:
 - a. Out-of-date SYN memberships must be renewed at least 24 hours prior to the AGM;
 - b. All SYN members have the opportunity to confirm their voting status as per SYN membership database;
 - c. The SYN membership database must be amended and updated prior to the AGM;
 - d. All votes must be signed off by the Returning Officer as per SYN membership database.



21. There will be one ballot paper for Presidential candidates and one ballot paper for Ordinary Candidates. Candidates will be listed in surname alphabetical order;
22. Voting shall be preferential and exhaustive (the option, but not the requirement, to preference as many or as few candidates as you wish);
23. Presidential candidates must be under the age of 26 at the time of election;
24. The six Ordinary Members will be determined by Proportional Representation with affirmative action to ensure that the Board consists of:
 - a. Four members aged under 26 at the time of election; and
 - b. One student enrolled at RMIT University at the time of election.
25. The remaining Office Bearing Positions of Secretary, Treasurer and Vice President will be allocated among the Ordinary Members as determined by the Board of Management;
26. On-going paid staff members of SYN will not be entitled to vote at the AGM for the Board of Management elections.

8.4 Board Transparency Policy

8.4.1 Purpose/ Rationale

1. This policy is intended to provide SYN with clear guidelines for SYN's approach to the open and transparent running of the SYN Board of Management.

8.4.2 Objectives

2. The objectives of this policy statement are to:
 - a. Ensure the SYN Board of Management runs in a manner that is open, transparent and accountable
 - b. Promote good communication between the SYN Board of Management and SYN paid staff, volunteers and members
 - c. Complement the SYN Board standing orders as contained in the SYN Constitution

8.4.3 Policy Statement

3. SYN members shall be informed in writing, whether electronically or otherwise, of possible avenues to pursue in order to have SYN issues addressed at Board level.
4. A summation of the AGM minutes will be distributed to all members via email within seven working days.
5. SYN members may attend any SYN Board meeting on notification made in writing to the President. However, a Board member may move that a member or group of members are absent from all or part of a SYN Board meeting.

8.5 Board Code of Conduct Policy

8.5.1 Purpose/Rational

1. This code is designed to facilitate the healthy functioning of the SYN Board by providing guidelines of expected and acceptable conduct by committee members.



8.5.2 Objectives

2. The objectives of this policy statement are
 - a. To clarify how Board members are to act within SYN.
 - b. To ensure a clear line of accountability between SYN's staff and Board.
 - c. To effectively manage conflicts of interest when they might arise.

8.5.3 Policy Statement

3. Definitions
 - a. Contractor Role: A position in which a person is employed by SYN for a specific, project-based task or short-term period which is not referable to the regular duties of SYN's permanent or staff.
 - b. Staff Role: Any person employed by SYN on a part-time or full-time basis.
 - c. Ongoing Volunteer Department Manager: A position held by a volunteer for a significant period, generally one year, which oversees other volunteers and provides significant direction on key elements of the organisation. SYN's volunteer-driven departments are Radio, TV and Screen, Music, Talks and Online.
 - d. Replacement Staff Role: A position in which a person is employed by SYN as a temporary replacement for someone in an ongoing staff role in the case of absence or in periods where the position is temporarily vacant.

General Rules

4. Board Members must follow all of SYN's rules, governance documents, policies and procedures.
5. All SYN Board Members must hold a valid Working with Children's Check for the entirety of their appointment to the Board.

Board Independence

1. Board Members may apply for any staff roles or Volunteer Department Manager roles within SYN, subject to the following:
 - a. If a Board Member wishes to apply for any ongoing staff or volunteer department manager role, they must inform the President of the Board (or in their absence, the Vice President) and register a conflict of interest at any board meeting held during the application period.
 - b. The President will consider potential conflicts of interest and may recommend a leave of absence from board duties until the application process is complete.
 - c. This rule includes but is not confined to an application for the position of General Manager.
 - d. Should a Board Member be appointed to a staff or volunteer department role, they must tender their resignation from the Board as soon as reasonably practicable.
2. Board Members may apply for replacement staff or paid contractor roles within SYN, subject to the following conditions:
 - a. The appointment of a Board Member to a replacement staff or paid contract role must receive approval from a majority of the board.
 - b. This does not include an application to the position of stand-in General Manager.
 - c. If a Board Member is appointed to a replacement staff role:



- i. The Board should consider potential conflicts of interest and may recommend a leave of absence from board duties until the work is complete.
- ii. The Board member will, for the duration of their employment, be ineligible from participating in either:
 1. The Performance and Remuneration Committee; or
 2. The Finance Committee

Separation of Roles

3. Board Members are required to register and make known any perceived conflicts of interest as they arise. This includes, but is not limited to:
 - a. Current positions held as a SYN member;
 - b. Current positions held in other community, government or commercial media organisations;
 - c. Current positions held in one of SYN's partner organisations.



APPENDICES



APPENDIX A: PROGRESSION PAY MODEL

Effective 1 July 2019 – 30 June 2020. A review of the remuneration will be conducted annually.

Responsibility level	Remuneration (pro rata)	% base increase on previous band	Progression Points
Executive			
Entry	\$60,000	0%	A
1	\$62,000	3.33%	B
2	\$64,000	3.23%	C
3	\$66,000	3.13%	D
4	\$68,000	3.03%	E
5	\$70,000	2.94%	F
Manager			
Entry	\$50,000	0%	A
2	\$52,000	4.00%	B
3	\$54,000	3.85%	C
4	\$56,000	3.70%	D
5	\$58,000	3.57%	E
6	\$60,000	3.45%	F
Coordinator			
Entry	\$40,000	0%	A
2	\$42,000	5.00%	B
3	\$44,000	4.76%	C
4	\$46,000	4.55%	D
5	\$48,000	4.35%	E
6	\$50,000	4.17%	F



Appendix B: SYN Delegations of Authority



STUDENT YOUTH NETWORK INC DELEGATIONS OF AUTHORITY 2019

UPDATED June

This document outlines who has authority to approve obligations that SYN enters into. Items not covered in this document must have Board approval. Payments of budgeted operating expenses do not need board approval (e.g. wages, phone, transmission etc).

Tax invoices must be forwarded to the Accounts Manager for **ALL** purchases. No transaction will be undertaken without accompanying paperwork. Expenditure commitment must not be made before appropriate approval is granted.

In the absence of the General Manager, the acting GM or board president has the GM's delegations. The GM must be notified electronically or in writing if this occurs.

Where the Board is required to approve purchase in accordance with the Delegations of Authority, the General Manager must provide the Board with at least one quote from an appropriate provider or supplier of the good or service. The quote provided to the Board by the General Manager should be the one representing the best value but need not be the lowest cost.

All cheques drawn from SYN accounts require two signatories, to be appointed by the Board.

DELEGATION	VALUE OF COMMITMENT	AUTHORITY REQUIRED
Capital purchases	Up to \$5000	General Manager
	Over \$5000	Board approval
Tech maintenance supplies	Up to \$1000	General Manager
	Over \$1000	Board approval
Petty cash transactions and cash purchases	Up to \$100	Permanent full time staff member
	Over \$100 and up to \$500	General Manager
Credit card	Up to \$500 petty cash replacement	Accounts Manager
	Up to \$5000 per month	General Manager



DELEGATION	VALUE OF COMMITMENT	AUTHORITY REQUIRED
	Up to \$1000 per month	Department Manager (paid staff)
Travel (including travel, meals and accommodation)	Up to \$2000 per trip	General Manager
	Over \$2000 per trip	Board approval
Expenditure directly tied to grant outcomes within grant budget	All	General Manager
Other non-budgeted expenses	Up to \$5,000	General Manager
	Over \$5,000	Board approval
Car travel reimbursement	Up to \$200 per trip and not exceeding \$500 per month	Permanent full time staff member
	Over \$200 per trip or \$500 per month.	General Manager
Disposal, sale or writing off of assets	Fair value up to \$500	General Manager
	Fair value over \$500	Board approval
Writing off bad debt	All	Board approval
Creating a new paid, permanent staff position	Any	Board approval
Advertising/filling a permanent staff vacancy	Any	General Manager
Hiring temporary paid staff (budgeted)	Any	Permanent full time staff member
Hiring temporary paid staff (non-budgeted)	Any	Board approval
Leases, contracts, service agreements or similar of greater than 3 months duration.	Up to \$5,500 per annum	General Manager
	Over \$5,500 per annum	Board approval
MOUs, partnership agreements, non-monetary contracts/agreements of an ongoing nature and/or third party arrangements that have the potential to impact on SYN's independence as defined in the Strategic Plan: ("SYN produces content free from commercial pressures").	All	Board approval
Approval of grant agreements	Up to \$50,000 in value	General Manager



DELEGATION	VALUE OF COMMITMENT	AUTHORITY REQUIRED
	Over \$50,000 in value	Board Approval
Changes to the Progression Pay Model	All	Board approval
Approval of leave	For General Manager	Chair of P&R committee
	For all other staff	General Manager
Investment of cash above SYN's set reserve rate of \$170,000, as formally recommended by the Finance Committee	All	Board approval



Appendix C: SYN CODE OF ETHICS AND CONFIDENTIALITY AGREEMENT

See in conjunction with the Ethics Policy. The full SYN Code of Ethics must be signed by: all members of the Board, paid staff and volunteers involved with SYN.

Code of Ethics and Confidentiality Agreement

All members of the Board, paid workers and volunteers involved with SYN have the following responsibilities and obligations:

1. To demonstrate their commitment to the philosophy, policies and aims of SYN;
2. To be accountable to the SYN membership - as well as to the wider community, taxpayers, and any funding bodies - for their work with SYN;
3. To act as enablers (not rescuers) and to draw on their own personal qualities and life experiences;
4. To respect and uphold the rights (in particular, the confidentiality) of SYN members as well as their own colleagues;
5. To advocate for SYN as well as their own organisations when necessary with other individuals, agencies and organisations in a manner consistent with SYN policy and practice.

Collectively, the above responsibilities and obligations embody the Code of Ethics that underpins the service provision of SYN.

As a committee member / paid worker / volunteer (*delete where inapplicable*) with SYN, I agree to abide by the above Code of Ethics.

I further agree that all information of a personal or confidential nature which may come to my attention during my work with SYN will only be discussed with or disclosed to appropriate colleagues/ members SYN or members of affiliates or professions as determined by SYN's written policies and associated membership/practice guidelines - within the confines of official meetings, professional supervision or training sessions (unless it affects the immediate safety of an individual, or should a court of law order any of it to be disclosed); and that, in addition, all such information will remain confidential following subsequent termination of my work in any capacity with SYN.

Signature:		Date:	
Full Name:			
Address:			
		PostCode	