

12 March 2024

_____(Name)
_____(Address)
_____(Suburb, Post Code)
Dear _____(Name),

We are pleased to engage you as an Archdale Adjudicator with the Association of Heads of Independent Girls' Schools NSW trading as Independent Girls' School Association (**IGSA**), to adjudicate debates between the students of the various IGSA members' schools for the IGSA Archdale Season (**Services**) on the terms and conditions contained in this letter.

Details of engagement and payment

1. Subject to any earlier termination under clause 12, your engagement is for the IGSA Archdale Debating Season which extends from 21 May 2024 to 10 September 2024 (**Term**).
2. You acknowledge that IGSA does not warrant or represent that your engagement will continue beyond the Term. However, if for any reason, your engagement continues after expiry of the Term, then the terms of this letter of engagement will continue to apply.
3. You may not be required to adjudicate every week. The number of debates you are required to adjudicate each week may vary depending on the number of debates held and the venues at which they take place. It is expected that you will attend all debates that you have agreed to adjudicate or, if unable to attend, that you will have organised a replacement suitable to IGSA in consultation with the Archdale Adjudication Co-ordinator, Mr Alex Cullen. If you fail to attend, without notice, your engagement as an adjudicator may be terminated without notice in accordance with clause 12.
4. The maximum number of paid debates per session that you will be required to adjudicate will be two. You will be paid \$70 per single debate and \$120 for two debates in the same evening.
5. Payment will be made to you by instalments during the Term by electronic funds transfer (EFT) to your nominated bank account and may take up to three weeks. A payment confirmation remittance advice will be forwarded either to your email address or postal address.
6. If IGSA does not require your services to adjudicate on a particular day or for a period of time, you will not be paid for the time that you have not adjudicated.

Terms and conditions

7. Details of the Services to be provided are set out in **Schedule 1**.
8. You are required to provide the Services with due care, skill and diligence and in a fair and unbiased manner.
9. You are not to disclose any confidential information to a third party.
10. You may not delegate the provision of part, or all, of the Services to another person **unless** in consultation with IGSA and / or the IGSA Archdale Adjudication Co-ordinator.
11. In all matters relating to the Services you will be responsible to IGSA. For practical purposes, all communications should be directed to the IGSA Archdale Adjudication Co-ordinator, Alex Cullen.

12. IGSA can terminate your engagement:
- (a) at any time on 1 day's notice or payment of fees in lieu of notice; and
 - (b) immediately without notice if you:
 - (i) breach any material provision of this agreement;
 - (ii) engage in any serious misconduct or any conduct likely, in the reasonable opinion of IGSA, to bring IGSA into disrepute;
 - (iii) if you give a false assurance under clause 16; or
 - (iv) if you do not provide the undertakings in clause 16 prior to commencing to provide the Services or provide a false undertaking.
13. You acknowledge that you provide the Services to IGSA as an independent contractor and that nothing in this letter constitutes a relationship of employer and employee, principal and agent or partnership between you and IGSA. IGSA will not be responsible for the provision of personal / carer's leave, annual leave or any other employment-related benefits. IGSA will maintain compulsory workers compensation insurance as required by law.
14. IGSA will maintain public liability insurance for claims arising out of your participation as an adjudicator. You will be responsible for the payment of the excess (\$2500) for any claim arising wholly as a result of your conduct.
15. Your appointment is subject to a satisfactory Working with Children Check by the Office of Children's Guardian to comply with the following NSW legislation:
- Child Protection (Working with Children) Act 2012
 - Child Protection (Working with Children) Regulation 2013
 - Child Protection Legislation Amendment Act 2015

If you do not provide your WWC number undertaking **prior to** the commencement of Services or you provide a false undertaking, IGSA may terminate your engagement without notice.

Acceptance of this engagement

16. By accepting this engagement, you are taken to have given IGSA the assurance that you have the experience, qualifications and accreditations set out below:
- i) **you are 18 years of age or older;**
 - ii) you have provided IGSA with your **WWC number;**
 - iii) **you have read and signed the attached IGSA Child Safe Code of Conduct.**
 - iv) you have completed training through the Learning Management System (LMS) for the NSW Debating Accreditation MVP.; and
 - v) **you have read** the attached IGSA Archdale Risk Warning for recreational activities and the IGSA Harassment and Bullying Policy included with this contract and agree to abide by their terms.

If you cannot give these assurances, you should not sign the acceptance. If you sign the acceptance when you are not in a position to give such assurance and an assurance is found to be false or inaccurate, IGSA may terminate your engagement without notice.

Documents required

17. Finally, please complete the enclosed "Statement by a Supplier" form and the "Contractor Details" form. Completed forms must be returned to the IGSA Business Office with the signed acceptance page of this letter **prior to** you commencing to provide the Services.

Please indicate your acceptance of these terms by signing the attached acceptance of this letter of engagement and returning it to the IGSA Office at LG1 56 Delhi Road, North Ryde NSW 2113 (or via email to info@igsa.nsw.edu.au) together with the other documents required.

Yours sincerely

Sonia Berry

Sonia Berry
IGSA Executive Officer

Schedule 1 – Archdale Debating Adjudicator Statement of Services

The IGSA Archdale Debating Competition is an inter-school competition designed to help girls develop personal and team based public speaking and debating skills within a caring and supportive environment. Adjudicators play a central role in the success of Archdale and the services required include:

1. Punctuality, Preparedness and Presentation

Adjudicators are expected to arrive at their venues at least fifteen minutes before the required time. They are to be appropriately dressed and free of distractions such as mobile phones.

Adjudicators should have read the relevant sections of the Operations Manual and be familiar with what is required of them. Liaise with the school co-ordinator at each venue regarding forms.

2. Communication

Effective communication is one of the IGSA Archdale Debating Competition's key objectives and Adjudicators are expected to be role models to the girls in this area. Ensure that you treat all participants and spectators with respect, courtesy and politeness.

The way in which you communicate with students is particularly important. Make sure that your communication style is appropriate to their age group, that they understand you and that your comments are helpful. Try to put yourself into the position of the student and provide her with comments that she can use and build upon.

3. Adjudication

Your adjudication should be brief, clear, considered, fair and objective. It should also be positive and encouraging. Never embarrass, upset or denigrate a student. Highlight successful aspects of the debate and suggest avenues for improvement.

4. Disputes

Do not enter into disputes with participants or spectators. Try to diffuse potentially volatile situations by observing the procedure outlined in section 13 of the Operations Manual. If difficulties persist, consult the School Co-ordinator.

5. Follow Up

Should any concerns or incidents arise during a debate, the Adjudicator is responsible for passing them on to the Adjudication Co-ordinator. Constructive comments regarding any aspect of the IGSA Archdale Competition are always welcome.

6. Virtual Debates

I understand and will uphold the expectations of the IGSA Archdale Debating Competition adjudication if required to adjudicate a debate virtually, I agree to abide by the following:

- a. The Adjudicator will chair the debate each week.
- b. Their camera should be on and they are expected to be taking notes, visually acknowledging speakers as per a regular face to face debate.
- c. The camera / computer must NOT be in the bedroom.
- d. The virtual debate is to be considered the same as if on school grounds and the same behaviour expectations apply.
- e. Adjudicators must be appropriately dressed for debating i.e. no pyjamas or revealing clothing and the computer must not be in a bedroom.
- f. Real names must be used in all debates.
- g. Screen sharing and chat functions should not be used.
- h. Debates will not be recorded.

igsa Archdale Debating

IGSA Archdale Adjudicator – Acceptance of Offer

I, _____ (insert name), confirm that I have had the opportunity to consider and discuss the letter of engagement dated 12 March 2024.

I acknowledge that recreational activities such as adjudication may be dangerous and may result in personal injury, illness, permanent disability or death and resultant economic loss or property damage. I am participating as a coordinator voluntarily and at my own risk.

I release IGSA from liability for any personal injury, disability, or loss or damage to property I suffer arising from my participation in the recreational activity as an adjudicator.

I confirm that I have completed training through the Learning Management System (LMS) for the NSW Debating Accreditation MVP.

I understand and will uphold the expectations of the IGSA Archdale Debating Competition adjudication including;

1. An acknowledgment of the nature of the IGSA Archdale Debating Competition being a *school* competition,
2. An acknowledgment of the expectation to present appropriately, bearing in mind the perceived importance of the position in the eyes of the debaters and audience.
3. An acknowledgment of the requirement to comment on all three aspects of debating (being manner, matter and method) and how each of those aspects impacts upon the persuasiveness of the speech.
4. An acknowledgement to uphold the IGSA requirement of courteous behaviour from all participants at all times.

If there is a conflict between the above clause and the Agreement or any earlier amendment, the terms of this amendment will prevail.

I have read this agreement and accept the conditions 1-4 above and accept the offer of engagement on the conditions set out in the letter.

My **Working with Children (WWC)** number is: _____

Signature: _____ Date: _____

Child -Safe Code of Conduct

All paid and unpaid staff and contractors, including volunteers, conveners and umpires of IGSA are responsible for the safety and wellbeing of children and young people who engage with IGSA. All paid and unpaid staff and contractors are expected to act in accordance with this Code of Conduct in their physical and online interactions with children and young people under the age of 18 years.

They will:

- Act in accordance with IGSA's Code of Conduct policies and procedures at all times.
- Behave respectfully, courteously and ethically towards children and their families and towards other staff and contractors.
- Listen and respond to the views and concerns of children, particularly if they communicate (verbally or non-verbally) that they do not feel safe or well.
- Promote the human rights, safety and wellbeing of all children in IGSA.
- Demonstrate appropriate personal and professional boundaries.
- Consider and respect the diverse backgrounds and needs of children.
- Create an environment that promotes and enables children's participation and is welcoming, culturally safe and inclusive for all children and their families.
- Identify and mitigate risks to children's safety and wellbeing.
- Respond to any concerns or complaints of child harm or abuse promptly.
- Report all suspected or disclosed child harm or abuse as required by IGSA's policy.

They will NOT:

- Engage in any unlawful activity with or in relation to a child.
- Engage in any activity that is likely to physically, sexually or emotionally harm a child.
- Unlawfully discriminate against any child or their family members.
- Be alone with a child unnecessarily.
- Arrange personal contact, including online contact, with children I am working with for a purpose unrelated to IGSA's activities.
- Disclose personal or sensitive information about a child, including images of a child, unless the child and their parent or legal guardian consent or unless I am required to do so by IGSA's policy and procedure on reporting.
- Use inappropriate language in the presence of children, or show or provide children with access to inappropriate images or material.
- Work with children while under the influence of alcohol or prohibited drugs.
- Ignore or disregard any suspected or disclosed child harm or abuse.

If they think this Code of Conduct has been breached by another person in IGSA they will:

Association of Heads of Independent Girls Schools' New South Wales Inc.
Trading as Independent Girls' Schools (IGSA)
ABN 81 660 358 175

LG1 56 Delhi Rd
North Ryde NSW 2113
<https://igsa.nsw.edu.au/>
02 9888 9477

- Act to prioritise the best interests of children.
- Take actions promptly to ensure that children are safe.
- Promptly report any concerns to IGSA's Executive Officer or another manager or leader in IGSA.
- Follow IGSA's policies and procedures for receiving and responding to complaints and concerns.

I agree to abide by this Child Safe Code of Conduct during my association with IGSA.

I understand that breaches of this Code of Conduct may lead to disciplinary action or termination of my contract with IGSA.

Signature

Full name

Date

Statement by a Supplier

Complete this statement if you:

- are an individual or a business
- have supplied goods or services to another enterprise (the payer), and
- are not required to quote an Australia business number (ABN).

HOW TO COMPLETE THE STATEMENT

- Print clearly in BLOCK LETTERS using a black pen only.
- Use BLOCK LETTERS - S M I T H S T
- Place in ALL applicable boxes

Please complete Sections A & B

Section A: Supplier details

1. **Your name?** (Please clearly print your name)

2. **Your address?** (Please clearly print your residential address)

Suburb/town _____ State/Territory _____ Postcode _____

3. **Your reason/s for not quoting an ABN?** Place in the appropriate box/es.

- | | |
|---|--|
| <input type="checkbox"/> The payer is not making the payment in the course of carrying on an enterprise in Australia. | <input type="checkbox"/> The whole of the payment is exempt income for the supplier. |
| <input type="checkbox"/> The supplier is an individual aged under 18 years and the payment does not exceed \$350 a week. | The supplier is an individual and has given the payer a written statement to the effect that the supply: |
| <input type="checkbox"/> The payment does not exceed \$75, excluding any goods and services tax (GST). | <input type="checkbox"/> is made in the course or furtherance of an activity done as a private recreational pursuit or hobby, or |
| <input type="checkbox"/> The supply that the payment relates to is wholly input taxed. | <input type="checkbox"/> is wholly of a private or domestic nature (from the supplier's perspective). |
| <input type="checkbox"/> The supply is made by an individual or partnership without a reasonable expectation of profit or gain. | |
| <input type="checkbox"/> The supplier is not entitled to an ABN as they are not carrying on an enterprise in Australia. | |

Section B: Declaration **Please note YOU must complete this section**

Under pay as you go (PAYG) legislation and guidelines administered by the Australian Tax Office, the named supplier is not quoting an ABN for the current and future supply of goods or services for the reason or reasons indicated.

Name of supplier (or authorised person) (Please clearly print your name)

Signature of supplier (or authorised person)

Daytime phone number

Penalties apply for deliberately making a false or misleading statement.

Date

Do not send this statement to the Tax Office. Give the completed statement to any payer that you are supplying goods or services to. The payer must keep this document with other records relating to the supply for 5 years

Payers can check ABN records of suppliers by visiting abr.business.gov.au or phoning **13 72 26**, 24 hours a day, 7 days a week.

Contractor Details Form

IGSA will make payment for your services via Electronic Funds Transfer (EFT) to your nominated bank account. Payment **may take up to 4 weeks** after all paperwork including this form, the signed referee cards and convener sheets have been received and reconciled.

Please complete this form (noting that it is your responsibility to provide us with all of your correct information) & return it by either via mail or email to info@igsa.nsw.edu.au.

Name			
Date of Birth		Gender	
Contact Phone Number			
Residential Address			
Suburb		Postcode	
Email			
Superannuation Fund			
Super Fund Member No.			

BANK ACCOUNT INFORMATION (if not already provided this calendar year)

use bank & remittance email details previously provided this year (*tick box*)

Please

Bank Account Holder			
Bank / Institution			
BSB (6 Digits)		Account No. (Max 9 Digits)	

NEXT OF KIN*We are required to maintain a list of next of kin of all our independent contractors.** This is held in a secure location that only IGSA personnel are able to access. Please provide the following details:

Emergency Contact _____

Their Contact Number _____ or _____

Your Signature _____ Date _____

Risk Warning

(Under Section 5M of the Civil Liability Act 2002)

Issued On Behalf of IGSA And IGSA Members' Schools Listed Below:

Abbotsleigh
Ascham School
Brigidine College
Canberra Girls Grammar
Danebank School
Frensham
Kambala
Kincoppal-Rose Bay
Loreto Kirribilli
Loreto Normanhurst
Meriden School

MLC School
Monte Sant' Angelo
Mount St Benedict
NEGS
OLMC Parramatta
PLC Armidale
PLC Sydney
Pymble Ladies' College
Queenwood
Ravenswood
Roseville College

Santa Sabina College
SCEGGS Darlinghurst
Stella Maris College
St Catherine's School
St Scholastica's College
St Patrick's College
St Vincent's College
Tangara School
Tara
Wenona

IGSA Archdale Debating 2024

The Association of Heads of Independent Girls' Schools NSW trading as Independent Girls' School Association (**IGSA**) and its members' schools organises many activities such as IGSA Archdale Debating during the course of a year. Students participating in these activities take part in practise and in competitions.

In 2024, the IGSA may administer and convene IGSA Archdale Debating both remotely and at members' schools in which many students, parents, teachers, volunteers, adjudicators, officials and spectators participate in the Competition.

While IGSA and its members' schools take measures to make the activities as safe as reasonably possible for participants, there is a risk that students can be injured and suffer loss (including financial loss) and damage as a result of their participation in these activities, whether at practice or in actual events.

Such injury can occur while the student is engaging in or watching a non-sporting activity, or travelling to and from the event. The injury may result from a student's actions, the actions of others, the state of the premises or equipment failure (e.g. a collapsed stage during a debating competition).

On some occasions, an injury can be serious (such as torn ligaments, dislocations, back injuries, concussion or broken bones). In very rare cases an injury can be life threatening or result in permanent disability.

Students could also suffer loss as a result of their personal property being lost, stolen, damaged or destroyed.

IGSA Discrimination, Harassment and Bullying Policy

Updated November 2020

In our endeavour to provide an environment of caring and safety, where learning, personal growth and development of a positive self image are maximised, the IGSA organisation expects all employees and contractors to treat each other and the people they come into contact with as representatives of IGSA with respect and courtesy.

Discrimination, Harassment and Bullying Policy

IGSA endeavours to provide a safe and caring environment for all members of the IGSA community.

All IGSA workers have the legal obligation not to discriminate against or harass for any unlawful reason, or bully for any reason any employee, contractor or other person they come into contact with while performing work for IGSA.

The purpose of this policy is to make you aware of:

- what 'unlawful discrimination', 'unlawful harassment' and 'bullying' mean;
- your obligations in relation to unlawful discrimination, harassment and bullying;
- the procedures IGSA has in place to deal with workplace complaints relating to discrimination, harassment and bullying; and
- who you can talk to at IGSA if you wish to make a complaint.

This policy applies to all employees and contractors (**Workers**) and every member of the IGSA community is required to support this policy.

Unlawful Discrimination

Unlawful discrimination means treating one person or group less favourably than another, or causing them disadvantage, in certain circumstances.

Australia has laws regarding discrimination at the Federal level such as the *Age Discrimination Act 2004* (Cth), *Disability Discrimination Act 1992* (Cth), *Racial Discrimination Act 1975* (Cth) and the *Sex Discrimination Act 1984* (Cth), *NSW Anti-Discrimination Act 1977* and *NSW Work, Health and Safety Regulation 2017*.

These laws make discrimination unlawful on a variety of grounds, including a person's:

- sex, pregnancy or breastfeeding;
- marital or relationship status;
- sexual orientation, transgender status, gender identity, intersex status;
- race, colour, descent, nationality, national origin, ethnicity, ethno-religious origin or social origin;
- religious belief or activity;
- political belief or activity;
- family responsibilities or responsibilities as a carer;
- disability or impairment;

- age;
- service in the voluntary defence forces; or
- others, depending on the state or territory in which you work.

Whether it is unlawful to discriminate against a person for one of these reasons will depend on the particular circumstances and the legislation which applies.

How can unlawful discrimination occur?

Discrimination can occur in the recruitment process, during the course of employment or upon termination of employment. Discrimination can also occur in the provision of goods and services. Staff should not discriminate against Workers or other persons you interact with in your role with IGSA.

Discrimination can be direct or indirect.

Direct discrimination occurs where someone is treated less favourably because of their sex, age or race etc. An example of direct discrimination is when an employee misses out on an internal promotion because they are considered too old for the job.

Indirect discrimination occurs where everyone is treated on the same terms according to a rule, policy or directive but which has the effect of being less favourable to people of a particular sex, age, race, and which is not reasonable in all the circumstances. An example of indirect discrimination would be a security company that has height and weight requirements for its employees – this may exclude a large proportion of women - and this requirement is not reasonable.

Victimisation as defined by the Anti-Discrimination Board of NSW, victimisation is when someone is hassled or victimised or treated unfairly because they make a discrimination complaint, even if it is not a formal complaint, or support someone who has made one.

There are exceptions from anti-discrimination law which may apply in some situations – for example, because of the inherent requirements of a particular job.

Bullying may also occur at the same time as unlawful discrimination and may also be a breach of work health and safety laws.

Unlawful Harassment

Unlawful harassment is a type of unlawful discrimination.

In general, unlawful harassment is any form of conduct or behaviour which affects a person that:

- is unwelcome (not wanted) or uninvited (not asked for); and
- is based on one of the unlawful grounds; and
- is behaviour that a reasonable person would have anticipated would humiliate, offend or intimidate the person exposed to the conduct.

In some cases, a single action or incident can create unlawful harassment. In other cases, there may need to be a persistent pattern of behaviour before unlawful harassment has occurred.

Harassment can take many forms including, but not limited to:

Physical: Fighting, pushing, shoving, gestures, invasion, of personal space, touching or brushing against another.

Verbal: Name calling, offensive language, unwelcome comments, intrusive questions about someone’s private life, unwanted invitations, “nuisance” telephone calls, spreading malicious rumours, mimicking someone's accent or habits.

Visual: Offensive gestures, notes, pictures, e-mails or graffiti.

Victimisation: Stand-over tactics, extortion, damage to others’ possessions, threats to “get” people, repeated exclusion.

Harassment might not be unlawful, if it is not based on one of the unlawful grounds, although it may amount to bullying and be a breach of work health and safety laws (see below). In any event, IGSA expects its Workers

to treat each other and other people with whom they come into contact as representatives of IGSA with respect and courtesy.

What is unlawful sexual harassment?

Unlawful sexual harassment occurs where a person:

- makes an unwelcome sexual advance, or an unwelcome request for sexual favours, to another person; or
- engages in other unwelcome conduct of a sexual nature in relation to the other person,

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.

Unlawful sexual harassment includes, but is not limited to:

- pressure or demands for dates or sexual favours;
- unnecessary familiarity - for example, deliberately brushing against a person or constantly staring at a person;
- unwanted physical contact - for example, touching or fondling;
- sexual jokes or innuendo;
- offensive telephone calls;
- offensive sexual gestures;
- unwelcome comments or questions about a person's sex life;
- display or circulation of sexual material, including magazines, posters or pictures and email messages (including in electronic format);
- sending email or text messages which contain sexual content or tone; or
- sexual assault.

It is important to understand that some of these forms of sexual harassment are also criminal behaviour and may be treated as a criminal offence. These include:

- sexual assault;
- physically molesting a person;
- indecent exposure; and
- obscene phone calls or emails/letters.

What is bullying?

Workplace bullying is repeated, unreasonable behaviour directed toward a Worker, or group of Workers, that creates a risk to health and safety.

Unreasonable behaviour means behaviour that a reasonable person having considered the circumstances would see as unreasonable, including behaviour which is victimising, humiliating, intimidating or threatening.

A single incident of unreasonable behaviour is not considered to be workplace bullying.

Bullying in our workplace is unacceptable and will not be tolerated.

Bullying may also occur at the same time as unlawful discrimination or harassment.

The following types of behaviour, whether intentional or unintentional, may be considered to be workplace bullying if they are repeated, unreasonable and create a risk to health and safety:

- abusive, insulting or offensive language or comments;
- unjustified criticism or complaints;

- withholding information that is vital for effective work performance intentionally setting unreasonable timelines or constantly changing deadlines;
- intentionally setting tasks that are unreasonably below or above a person's skill level;
- denying access to information, supervision, consultation or resources to the detriment of the worker;
- changing work arrangements such as rosters and leave to deliberately inconvenience a particular Worker or Workers;
- deliberately excluding someone from work activities; and
- spreading misinformation or malicious rumours.

Other types of behaviour may also constitute bullying.

Bullying can be carried out in a variety of ways, including through email or text messaging, internet chat rooms, instant messaging or other social media channels. It can be directed at a single Worker or a group of Workers and be carried out by one or more person.

Reasonable management action carried out lawfully and in a reasonable manner is not bullying. For example, it is reasonable for IGSA managers and supervisors to allocate work and to give feedback on a Worker's performance.

In addition, differences of opinion and disagreements are not considered workplace bullying.

People can have disagreements in the workplace without engaging in repeated, unreasonable behaviour that creates a risk to health and safety.

What Are Your Obligations?

Unlawful discrimination and harassment

All IGSA Workers have the legal obligation not to discriminate against or harass for any unlawful reason any employee, contractor, supplier, client or customer.

You must always consider how your behaviour will be viewed by the person or people you are dealing with. You might unlawfully discriminate against or harass someone even if you do not mean to do or say anything offensive. It is not a legally acceptable defence to say that you did not mean or intend to discriminate against or humiliate, offend or intimidate somebody else.

It is sometimes difficult to know whether someone will find your behaviour acceptable. What is offensive to one person may not be offensive to another. You should be careful not to risk being misunderstood and, as a result, becoming the subject of a complaint.

You will be personally liable for your own actions if you engage in unlawful discrimination or unlawful harassment. An employer may be required to share liability for your actions because of the legal principle relating to vicarious liability, although generally not where the employer has made you aware of your own obligations.

Bullying

All IGSA Workers have a statutory duty to take reasonable care that their acts do not adversely affect the health and safety of others, including other Workers. This means all Workers at IGSA have the legal obligation not to bully any other person. Workers can be prosecuted for breach of this statutory duty and fines can be imposed (or in serious cases, a Worker could be imprisoned).

Victimisation

You must not victimise a person because they have made or propose to make a complaint about unlawful discrimination, unlawful harassment or bullying or because they have provided information in relation to a complaint. Victimisation means subjecting a person to a detriment, for example, ostracising an employee.

What can you do if you feel you are being unlawfully discriminated against, harassed or bullied in the workplace?

If you feel that you are being discriminated against, harassed or bullied in the workplace, then we encourage you to take action which may resolve the problem, such as:

- do not ignore circumstances where you feel you are being discriminated against, harassed or bullied, thinking it will go away. Ignoring the behaviour could be taken as tacit approval by the person engaging in the conduct;
- where you feel comfortable ask the person to stop, or make it clear that you find the behaviour offensive or unwelcome or victimising, intimidating, humiliating or threatening. Maybe the alleged discriminator / harasser or bully is not aware that his/her behaviour is impacting you in this way and will stop once they are told. It may be useful to speak with your manager in the first instance to seek guidance on how to do this; or
- raise the issue with the IGSA Chair, **as soon as possible** after the incident(s) have occurred.

Early intervention can be an effective way of stopping the behaviour before it escalates.

If you feel that you are being victimised because you have made or propose to make a complaint of unlawful discrimination, harassment or bullying or because you have provided information in relation to a complaint you should raise the issue as soon as possible with the IGSA Chair.

If your issue is about the IGSA Chair then you should raise it with the IGSA Executive Officer.

Although you may feel the need to tell a trusted friend or work colleague about the matter, you should be careful. Accusations of discrimination, harassment and bullying can harm the reputation of those involved and could lead to legal action for defamation. Do not allow rumours to spread.

Other helpful contacts

If you believe you are being discriminated against, harassed or bullied, someone has alleged you are discriminating against, harassing or bullying them or something else at work is distressing you, you may also seek counselling and assistance using the IGSA's Employee Assistance Program. More information about this Program can be obtained by calling the IGSA Executive Officer on 9888 9477.

There are also a number of external organisations that may be able to offer you assistance:

Lifeline	13 11 14
Beyond Blue	1300 224 636

Bullying complaints may also be referred to external bodies, such as the applicable State based work, health and safety regulator – although IGSA encourages Workers to try to resolve complaints internally by using this Policy.

What will IGSA do if you make a complaint under this Policy?

All complaints will be treated seriously and generally in accordance with this Policy. As each complaint will differ, IGSA will determine the most appropriate method of dealing with the complaint. This may vary depending on the nature of the specific complaint and a number of other factors. For example, following receipt of a complaint, IGSA may take the following steps:

- determine the best method of handling the complaint (which may include a number of possibilities including informal or facilitated discussions, mediation or an internal or external investigation);
- advise you of the likely steps that will be undertaken by IGSA in relation to the complaint (including anticipated time frames);
- advise the person(s) who the complaint is about of the existence of the complaint, the nature of the complaint and seek their response;
- advise both you and the person(s) that the complaint is about of the confidentiality obligations in relation to the complaint;

- collect any additional information IGSA considers necessary to properly review the complaint;
- advise both you and the person(s) that the complaint is about, of IGSA's response to the complaint and, if appropriate, any proposed action to be taken;
- advise you and the person(s) that the complaint is about, who will be making the inquiries on behalf of IGSA and who will determine the outcome of the inquiries; and
- in some cases, appointing an external party to make inquiries in relation to, or to investigate, the complaint.

As far as reasonably practicable, investigations of complaints will be conducted confidentially. Generally, IGSA will only discuss the complaint with third parties when IGSA determines that this is appropriate.

IGSA will take whatever action it considers appropriate if there has been unlawful discrimination, harassment or bullying, including disciplining or dismissing offenders. If the alleged unlawful discrimination, harassment or bullying involves violence, for example, physical assault or the threat of physical assault, IGSA may report the matter to the police.

You should also be aware that if the complaint is vexatious or if you lie about or exaggerate a complaint, or don't provide all facts relevant to the complaint at the outset, or don't co-operate with the process IGSA adopts to address the complaint, IGSA will view this as a very serious matter, and you may be disciplined or dismissed.

General

This policy summarises some of the rights and obligations which are created by the legislation. The policy is not intended to go beyond the legislation. This policy is not a term of any contract, including any contract of employment. This policy may be varied from time to time.