

# Member Code of Conduct Policy

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This Policy is applicable to: **All Members**

## 1. Introduction

Gumala Aboriginal Corporation (**GAC**) is committed to the provision of a timely, efficient, consistent, and quality service that meets our Members' expectations and is provided by respectful and helpful GAC employees. It is always expected that, employees and Members show mutual respect and courtesy during their dealings with each other and any Suppliers, with whom GAC does business.

## 2. Key Terms and Definitions

<b>GAC</b>	Gumala Aboriginal Corporation
<b>Member</b>	Any approved Banjima, Yinhawangka and Nyiyaparli persons who are entered on the register of Members by Gumala Aboriginal Corporation
<b>Social Media</b>	Any website, mobile application or technology which allows users to share and communicate information online – both publicly and privately Examples include but are not limited to social networking sites such as Facebook and Twitter, and video-sharing sites such as You-Tube and photo-sharing sites such as Instagram.
<b>Supplier</b>	Any entities (including their staff or premises) with whom GAC conducts business with, for the provision of goods and services for the benefit of the GAC membership
<b>Third-Party</b>	Party elected to act on a Member's behalf

## 3. Scope

This code applies to all GAC Members, including Directors.

This Code of Conduct has been formulated to provide a clear statement of GAC's expectation of its Members, in respect to their behaviour and personal conduct during interactions with GAC employees, Suppliers and use of the Members Portal.

## 4. Standards of Behaviour

All registered Members are to adhere to the following:

1. To behave with respect, integrity and honesty according to the values of GAC.

2. Not be disrespectful or behave in an inappropriate manner, during interactions with GAC staff, other Members, GAC Suppliers or other related parties with whom GAC does business.
3. Show a duty of care to all Members of GAC, including GAC staff.
4. Intimidation, harassment, vindictive attitudes or inappropriate behaviours will not be tolerated.
5. Respect the privacy, safety and needs of other Members of the community, including GAC staff and staff of Suppliers.
6. To not breach confidentiality by using information from communications, correspondence or meetings and related activities of GAC in a negative, derogatory, and harmful way.
7. Not make any improper use of resources, information or assets of GAC in order to gain or seek to gain a direct or indirect benefit or other advantage.
8. Be punctual for meetings and appointments.
9. To not significantly interfere with the operation of the corporation.

## **5. GAC's Expectations of Members**

GAC expects that during the course of providing assistance in the day to day running of the corporation, that all Member's:

- Complete applications fully;
  - Failing to complete applications properly or refusing to supply the appropriate supporting documentation for applications, may result in applications being declined for processing.
- Provide acceptable quotes and invoices, or other supporting documentation in support of applications;
- Are respectful and courteous to staff and suppliers;
  - GAC Members should be aware that GAC records all telephone conversations to ensure a standard of behaviour is maintained during interactions between GAC and its Members. Further, where applicable, telephone recordings may be used for further investigations where a breach of this policy is substantiated.
- Will only communicate with GAC staff through approved business methods including by phone, email or official GAC social media; and
- Will not engage in any fraudulent behaviour or forgery.

### **5.1. Accommodation Bonds**

Members should be aware that any accommodation organised by GAC may require the payment of a bond, which is subject to the policy of the accommodation supplier. GAC will not provide security bonds for accommodation, and it is the Members responsibility to provide for the payment of bond/s.

### **5.2. Abuse**

Abusive, offensive, or inappropriate language used by a Member towards GAC staff or GAC Suppliers **will not** be tolerated as it is in direct contravention of this Code of Conduct. Where a Member becomes abusive or uses offensive or inappropriate language during their interactions with GAC, GAC employees may terminate the call or ask the Member to leave the office.

## **6. Guidelines for Assistance**

### **6.1. Urgent Applications**

If a Member requires urgent assistance, they should contact the office and request to speak to a Member Services Officer. Applications for urgent assistance will be assessed on a case-by-case basis, depending on the capacity of the Member Service Team, and the situation at hand.

### **6.2. GAC Employees**

Where a Member needs to see a specific GAC employee or must visit GAC to address a specific piece of correspondence, the Member must directly contact the office or employee requested to make an appointment. If applicable, the correspondence file reference should be quoted, when requesting an appointment with a GAC employee. If in relation to a letter or piece of correspondence from GAC, the correspondence file reference should be quoted when requesting the appointment.

### **6.3. Member Calls, Emails and Social Media messaging**

Continual phone calls, emails or social media messages to GAC impacts on the corporation's ability to manage its business and in extreme cases will be considered as harassment. In circumstances where a Member continually harasses GAC staff, the Member may be considered to have breached Section 4.9.

Harassment may occur where the calls, emails or social media messages are annoying, threatening and harassing, and may occur in the following ways:

- An excess of 3 telephone calls, emails, or social media messages per day or 5 per week, relating to information which has already been given and is not expected to have changed since the information was last given;
- Pretending to be someone else or providing false information relating to processing times or previous conversations with staff; and/or
- Making obscene comments, suggestions or requests.

In making a determination of whether calls, emails or social media messages are harassing, the following will be considered:

- The timing of the communication, throughout business hours;
- The frequency of the communication and how often it occurs;
- If the Member was asked to stop contacting GAC in relation to the application / information; and/or
- If the Member continues to contact GAC regardless of the previous information provided.

#### **6.4. Access to Information**

Members must understand that GAC employees cannot allow access to information relating to any other Member/s, including program balances and application status. GAC has implemented Permission to Act on Behalf processes which enable Members to provide authorisation for another to enquire, make applications on behalf of and act as an authority on that account

### **7. GAC's Service Commitments**

GAC commits that its employees will:

- Attend the counter and answer all telephone enquiries promptly and courteously;
- Ensure that all enquiries are dealt with directly, without unnecessary referrals or transfers; and
- Ensure that all correspondence is prompt, courteous and written in plain language.

In the event that an employee is unable to deal with a Member's inquiry, either;

- A relevant employee contact (name and contact information) will be provided to the Member, who will be able to deal with the request or enquiry; or

Where a relevant employee contact cannot be provided, the Member's name and enquiry will be escalated to the appropriate Manager for them to delegate the enquiry or contact the Member directly.

## 8. Social Media

In engaging with GAC via social media, Member's should refer to the pages and sites in the name of Gumala Aboriginal Corporation only, and not the private pages and sites of its employees.

When using social media, GAC encourages its Member's to:

- Exercise common sense, when determining what is appropriate to share;
- Protect your privacy, as there is potential for the content to be made public;
- Do not say things which are dishonest or misleading;
- Respect confidentiality when posting online;
- Do not post material which is offensive, harassing, intimidating, hateful or sexist;
- Be conscious of the consequences of posting inappropriate material; and
- Comply with any relevant laws.

GAC prohibits postings on its social media sites, that are likely to pose a risk to:

- GAC's reputation, by a post to any GAC page or on any external sites;
- Breaching any intellectual property rights or copyrights, by using photos, music, or text on external sites without permission; and
- Defaming persons by providing incorrect statements, which are likely to hurt a person's reputation.

## 9. Breaches

A breach of this Code means that a Member has acted in a way which goes against this Code. Types of breaches may include, but are not limited to:

- Unacceptable behaviour;
- Forms of harassment (physical, verbal, sexual, online);
- Illegal conduct; and/or
- Inappropriate contact.

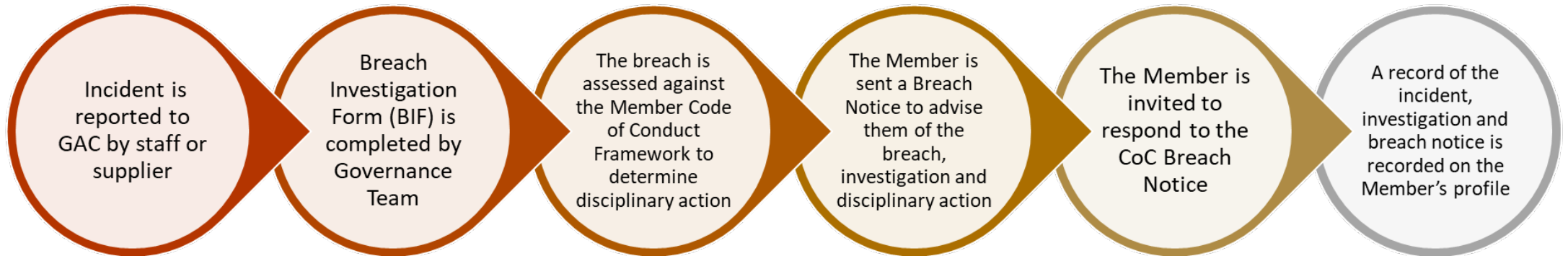
**9.1. Recording and Reporting Incidents and Breaches**

Where an incident occurs where a member has breached this Code, a GAC employee will report the matter to their line manager, in accordance with incident reporting guidelines set out for staff. All breaches of the Member Code of the Conduct will be recorded on the Member's profile.

*See Code of Conduct Process below.*

# Code of Conduct Process

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## **9.2. Consequences of a Breach**

Where GAC is satisfied that a Member has breached this Member Code of Conduct, the following process will be undertaken. The Member will:

1. Receive written correspondence setting out the circumstances of the behaviour that resulted in a breach warning and an invitation to speak with the Administration Assistant to provide an explanation for the breach;
2. If the Member provides an explanation of the breach, the EO will notify the Board of the explanation provided by the Member. If the Board are not satisfied with the reasons provided, they may:
  - a. Invite the Member to teleconference to further explain the circumstance of the breach;
  - b. If the Board are not satisfied with the response or explanations provided, they may pass a resolution to have the Member's benefits suspended for a period of time that the Board deems appropriate.
3. If the Member is still dissatisfied with the outcome, they may lodge a complaint as per GAC's Complaints and Disputes policy.

If the Board passes a resolution to have a Member's benefits suspended, the Member will be provided with written notice of the resolution and outcome. GAC may also exercise its rights under Rule 5.7.4 of the GAC Rule Book, for cancellation of a membership, if GAC is satisfied that the Member has significantly interfered in the operation of the corporation.

### **9.2.1 Suspension of funds**

Members may have their funding suspended for certain periods depending on the severity of their offense. The severity of offences will be determined at the discretion of GAC and will depend on the level of damage or abuse that occurred. The severity of offences will be categorised as Inconsequential, Moderate or Serious. When a suspension has been put in place and the Member has remaining program funds at the turn of financial year, these remaining funds will not be rolled over into the new financial year.

## **10. GAC Suppliers**

To protect GAC's professional relationships with Supplier's and other Member's the Member Code of Conduct Policy extends to cover any Supplier, which GAC has engaged for the provision of goods and services for the benefit of the membership.

Due to past incidents, where Members have behaved inappropriately and disrespectfully, many Suppliers are reluctant to engage/ trade with GAC. This is damaging for all GAC Member's, especially given the difficulty in sourcing Suppliers in regional areas.



Where GAC identifies that a Member has treated any GAC Supplier or their facilities disrespectfully, inappropriately, abusively or in any way that breaches this Member Code of this Conduct Policy, it will be reported to MST Management and GAC Governance, who will investigate and assess the breach against the Code of Conduct Framework and make a determination relating to contact or benefits of that Member – until such a time as the matter is brought to the attention of the Board.

#### **10.1. Breaches involving Suppliers.**

If a Member is involved in a breach where they have damaged property and/or abused staff/patrons while using a service they have purchased with program funds, the Member will be required to cover any compensation costs reasonably requested by the service provider. The cost will be covered by the Members' remaining program funds. If the Member does not have enough remaining funding from the financial year to cover the cost, meaning any deduction would cause their funds to go into the negative, funding will be deducted from their balance for the next financial year.

##### **10.1.1 Using program funds to purchase services for others.**

If Members use their program funds to purchase services for guests, then the Member is responsible for any Code of Conduct breaches or costs that are incurred whilst that service is being utilised by their guests. Behaviour or damage by guests resulting in a breach of this code, or compensation costs incurred will be borne by the Member whose program funds were used to purchase the service. In this instance, the Member who purchased the service with their funds is not directly involved in the incidents which resulted in causing the damages or Code of Conduct breach, however, as they have made the booking for someone else using their funding, they are responsible and accountable for their guests' behaviour, and for any damages or cleaning fees which may be incurred. Breaches under this clause will be accumulated on a case-by-case basis at the discretion of GAC.

#### **10.2. Exceeding allowable Code of Conduct breaches**

**The amount of allowable Code of Conduct breaches as per the framework is 5.** In the event that a Member exceeds this number of allowable offences, the case will be referred to the Board for review at the next Board meeting. Governance will advise the Board of the following options regarding the outcome of exceeded Code of Conduct breaches:

1. GAC will notify the Member that they cannot call, email or visit the GAC office until their program fund suspension ceases;
2. The Member will only be able to contact GAC if they authorise a Permission to Act on Behalf (PAB), which will allow a third party to correspond with GAC on their behalf;
3. Other options at the discretion of the Board, and;
4. Cancellation of membership under Rule 5.7.4 of the GAC Rule Book.

Once the Board has determined the outcome, the Member will have an opportunity to respond to and/or appeal the outcome.

### **10.3. 'Clean Slate' 2-year period**

GAC will invoke a 'Clean Slate' period in instances where a Member who has been issued with a Code of Conduct breach does not attract another breach within a **2-year period** after the most recent breach.

The 'Clean Slate' period offers Member's the opportunity to have breaches wiped from their record so that they do not permanently impact their access to programs and funds once the Member has demonstrated that their conduct has improved. Once a Members' Code of Conduct breaches have been wiped, GAC will maintain a record of the breaches for good record keeping purposes, however the breaches will no longer impact future breaches, if they occur.

#### **10.3.1 Third-parties Breaches of this Code**

If an elected third party under a PAB or AAA authorisation breaches this code, then the third party can be subject to disciplinary action such as termination of the PAB or AAA and/or rejection of future PAB's or AAA's

## **11. Related Documents**

- Complaints and Disputes Policy
- Members Code of Conduct Framework
- Employee Code of Conduct
- Occupational Health & Safety Policy

## **12. Review History**

Date:	Reviewed by:	Amendments/Review
September 2017	Executive Officer and Board	
February 2018	Governance / Corporate Services	Inclusion of 'suppliers, their staff and premises'
March 2019	Governance / Corporate Services	
March 2021	Governance	Inclusion of a "Clean Slate" period, COC breaches by guests using

		services purchased with program funds, Suspension of funds as per the COC Breach Framework
September 2021	Governance	Reviewed according to feedback provided by A&R in June 21.
July 2022	Governance	Reviewed and amended for clarity purposes.
November 2022	Governance	Revise Clean-slate period from 3-years to 2-years

### 13. Next Review

<b>Date:</b>	<b>Position Responsible:</b>
August 2023	Board

### 14. Authorisation

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**Chairperson**

**Gumala Aboriginal Corporation**