



Office Bearer Contract of Engagement

2017

ECU Student Guild

and

Enter name here

Edith Cowan University Student Guild
Building 34, 270 Joondalup Drive
JOONDALUP WA 6027
P (08) 6304 5050
E operations@ecuguild.org.au

Contract of Engagement Summary

Date Issued	Enter date here.
Name of Appointer	Edith Cowan University (ECU) Student Guild Building 34 270 Joondalup Drive JOONDALUP WA 6027 ("the Guild")
Name of Officer	Enter text here
Commencement Date	Enter date here
Term	12 Months
Face to Face Hours	20 hours Guild office based work per week, without restriction or impediment, inclusive of 3 hours per week face to face engagement with members.
Position / Title	Enter text here
Rate of Honorarium	Hourly rate & maximum hours per week TBA in each term
Position Reports to	President

Contract of Engagement Particulars

1. ENGAGEMENT POSITION

You have been elected to the position of:

2. TERM

The normal term of election is 12 months and begins on **Enter date here** and concludes on **Enter date here**, unless your term otherwise ends in accordance with the ECU Student Guild's Constitution and Rules.

Your ongoing right to hold office is conditional upon you providing documentation, as and when requested by the Guild, to demonstrate eligibility to work the hours required and receive the honoraria in Australia. Such documentation may include evidence of Australian citizenship, permanent residency and/or visa status. Should your eligibility change during the course of your term, you must notify the Guild immediately and where you are no longer eligible to receive your honoraria or work in Australia, your Senate term will terminate immediately.

3. DUTIES & ACCOUNTIBILITY

Your duties are defined in the relevant Position Duty Statement attached to this contract. As an Elected Officer of the Guild your duties and conduct will be in accordance with the Guilds Constitution and Policies including the Code of Conduct.

4. REMUNERATION

Your position will be provided an honorarium as defined in the **Contract of Engagement Summary** and you accept this schedule may be amended from time to time, which may result in a decrease in the level of honorarium that is applicable to your position.

Payment of your honoraria will be conditional on meeting the duties of your role based on an assessment process defined by the Senate, from time to time.

Your honorarium will be paid directly into your nominated bank account each fortnight (*for each two-week period ending on a Sunday*) and you must maintain a suitable bank account into which payment can be made. It is your responsibility to advise the Guild's Finance department if you change your bank account details.

5. SUPERANNUATION

The Guild shall pay the legislated superannuation guarantee contribution of 9.5%, in respect to each of your fortnightly gross honorarium payment (excluding allowances) on your behalf to a fund of your nomination or to the Guild's superannuation fund, "Australian Ethical".

6. OTHER BENEFITS

In addition, you will also receive the following benefits as part of your honorarium:

Mobile Telephone Support

You will receive an allowance of \$15.00 per fortnight, pro rata if applicable, toward the cost of using your personal mobile telephone for Guild business.

University parking costs

The Guild may purchase, on your behalf, an annual ECU student parking pass to ensure you can park at any time, on any campus, in order to fulfil the duties of your role.

7. BUSINESS EXPENSES

The Guild may agree to reimburse you for any reasonable out of pocket expenses necessarily incurred in the performance of your duties, conditional on **prior** written approval being obtained before the expense is incurred.

8. REMOVAL FROM OFFICE

Guild Senate may revoke, at their absolute discretion, the Senate membership of an Office Bearer who does not perform the duties as per the Guild Constitution and the attached Duty Statement. Removal from Guild Senate will, by extension, terminate the Office Bearer's term of office with the Guild.

9. OCCUPATIONAL SAFETY AND HEALTH

All Office Bearers must take reasonable care of their own health and safety and that of other people who could be affected by what they do, or fail to do; it is therefore important that Office Bearers know and understand their responsibilities. All Office Bearers must comply with any OSH policies and procedure put in place by the Guild, in addition to ECU's Safety Policy and procedures.

10. CONFIDENTIALITY

You will not at any time during your term, or at any time thereafter, without the prior written consent of the Guild, disclose or allow to be disclosed or use (except in the performance of your duties for the Guild) any trade secrets or confidential information concerning the business dealings, affairs or conduct of the Guild or any of its suppliers, customers or clients or any similar matters which may come to your knowledge in the course of your engagement.

Confidential information includes but is not limited to details about the Guild's sales strategies, marketing plans, pricing and discount policies, remuneration of employees, details of clients and suppliers, product formulations, product specifications, product forecasts, licences and financial and accounting data. Confidential information may also include information that is made available to the Guild by a third party, which the Guild is obliged to keep confidential.

You will, if requested by the Guild at any time during your term return all confidential information from any computer disks, tapes, or other reusable material and return all other documents and tangible items which contain, or refer to any confidential information on trade secrets and which are in your possession, or under your control and you will not retain copies or extracts thereof.

The above restrictions cease to apply if disclosure is ordered by a court, or Government, or other authority, or regulatory body, or in relation to trade secrets, or other confidential information that has come into the public domain (otherwise than through an unauthorised disclosure by you or a third party).

11. ARRANGEMENTS AT THE END OF AN ELECTED TERM

In the event that your elected term ends, your honorarium will be paid up to the time of severance only.

If at the end of your elected term you have any outstanding financial commitment to the Guild, then you agree to the Guild recovering directly from your final honorarium instalment an amount up to the total sum owed. If your

final honorarium entitlement from the Guild is insufficient to cover the amount owed, you are responsible for repaying any remaining balance on terms agreeable to the Guild.

All keys and equipment provided to you in order to carry out your duties must be returned at the end of your term or at the severance of your term. Any keys or equipment not returned will be charged to the you and funds will be withheld from your final honorarium instalment.

Before you leave you will be required to return all books, papers, documents and all other property belonging to the Guild, which may be in your possession or custody at the severing of your engagement.

12. PROTECTION OF PERSONAL DATA

It is important that all Office Bearers are aware that under the terms of the Privacy Act 1988 (Cth); as may be amended, replaced, or superseded from time to time, individuals as well as the Guild are liable to prosecution for the unauthorised use and disclosure of personal data.

If at any time you are required to access personal data, it is your responsibility to ensure that you have the authority to process and/or disclose that data.

13. ACCESS TO EMAIL AND THE INTERNET

Where authorised for the better performance of your duties, you will have access to email and the Internet. It is a condition of use that you do not send emails of a defamatory or abusive nature, or which constitute any form of harassment or bullying and you are prohibited from downloading any pornographic or other offensive material. You will indemnify the Guild during and after your term against all liability resulting from any breach by you of this clause.

The Guild reserves the right to monitor all email and internet activity by you and you agree that such activity falls within the National Privacy Principles for the Fair Handling of Personal Information (2000).

This clause is without prejudice to your obligations under the clause titled Protection of Personal Data.

14. GUILD POLICY

The Guild may release and/or amend a range of policies to assist in the efficient management of the Guilds activities. As an Office Bearer you are required to observe the Policies of the Guild that may be in force from time to time. The Guild reserves the right, at its sole discretion, to review or amend any policy.

15. VERIFICATION OF ENROLMENT STATUS AND ACADEMIC PROGRESS STATUS

In order to meet the obligations of holding office, you must at all times during your term of office be an enrolled student and member of the Guild. A requirement of taking office is your signing of an Office Bearer Consent to Disclose form, authorising the University to provide these details to the Guild CEO, on behalf of the Senate, for the duration of your term of office only.

Enclosed are two original copies of your Appointment Agreement. Please confirm your acceptance of this offer of engagement by signing the both copies and returning one copy to the Guild's Administrative Services & HR Coordinator. Please retain one copy of the signed contract for your records.

16. TERMS OF APPOINTMENT

The terms of office are made subject to the preceding provisions of this Contract of Engagement Particulars and to the full terms and conditions outlined in the ECU Student Guilds Constitution and Rules.

17. SIGNED FOR AND ON BEHALF OF THE ECU STUDENT GUILD

Signed:		Signed:	
Name	Enter text here.	Name	Enter text here
Position		Position	
Date:	Enter text here	Date:	Enter date here

18. ACCEPTANCE OF ENGAGEMENT AGREEMENT

I hereby agree and accept that the preceding provisions of this Contract of Engagement comprise my terms and conditions of holding office with the ECU Student Guild.

19. SIGNED BY OFFICE BEARER**20. SIGNED BY WITNESS**

Signed:		Signed:	
Name	Enter text here	Name	
Position	Enter text here	Position	
Date:	Enter date here.	Date:	