

# TERMS AND CONDITIONS FOR INDUSTRIAL SUPPORT

## BETWEEN:

- The Member ("Member")
- The Member's Association ("Association")
- Red Union Support Hub ("RUSH")

## 1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

"Association" means any or all of the following: VNurses First Inc. (Nurses Professional Association of Australia); VMedical First Inc (Australian Medical Professionals' Society); VWorkers First Inc (Independent Workers Union of Australia); VTeachers First Inc (Teachers Professional Association of Australia); Queensland Nurses for Choice and Health, Industrial Organisation for Employees; and VOfficers First Inc (Sworn Officers Professional Association of Australia) and companies generally affiliated with any membership-based companies (e.g. NPAQ, TPASA etc.).

"Case Manager" means the authorised representative appointed by RUSH to provide Industrial Support services to the Member.

"Active Member" and "Active Membership" means a Member that is up-to-date with the payment expected of the Member for the provision of the services sought by the Member from the Association and RUSH.

"Industrial Matter" means any dispute, grievance, disciplinary procedure, workplace investigation, or other employment-related matter for which the Member seeks support.

"Member" and "membership" means an individual that is a member of an Association and includes a person who financially contributes to an Association or RUSH according to the criteria of membership.

"Member Support Form" means the official document submitted by a Member to request Industrial Support services.

"RUSH" means Red Union Support Hub, the entity that provides services to the Associations.

For the purposes of these terms and conditions, singular definitions have the same meaning as if they were plural, and vice versa.

## **2. SCOPE OF AGREEMENT**

2.1 This Agreement governs the relationship between the Member, the Association, and RUSH in relation to the provision of Industrial Support services.

2.2 By submitting a Member Support Form, the Member explicitly agrees to be bound by these Terms and Conditions.

2.3 This Agreement commences upon the submission of a Member Support Form by the Member and continues until the Industrial Matter is resolved or until terminated or ceased in accordance with these Terms and Conditions.

## **3. MEMBER ELIGIBILITY**

3.1 Industrial Support services are available exclusively to Active Members of the Association or RUSH.

3.2 The Member must maintain continuous Active Member status throughout the duration of the Industrial Matter.

3.3 Subject to clause 3.4, Industrial Support services may not be provided for matters that arose prior to the Member joining the Association, unless otherwise approved by the Executives of the Association.

3.4 The Member acknowledges that in circumstances where the Industrial Matter arose prior to membership commencement, the Association reserves the right to decline representation or limit the scope of services provided.

## **4. OBLIGATIONS OF THE MEMBER**

4.1 The Member must:

- a) Provide complete, accurate, and truthful information regarding the Industrial Matter;
- b) Promptly respond to requests for information from the Case Manager;

- c) Provide all relevant documentation and evidence related to the Industrial Matter when requested;
- d) Follow reasonable instructions and advice provided by the Case Manager;
- e) Attend all scheduled meetings, hearings, or proceedings related to the Industrial Matter;
- f) Act in good faith throughout the resolution process;
- g) Maintain professional and respectful communication with the Case Manager and all parties involved in the Industrial Matter;
- h) Inform the Case Manager of any changes in circumstances that may affect the Industrial Matter;
- i) Not engage in conduct that could compromise the integrity of the Industrial Support services or the reputation of the Association or RUSH; and
- j) Not knowingly request the Case Manager to act in a manner that would breach ethical standards or legal obligations.

## 5. SERVICES PROVIDED

5.1 The Association, through RUSH, agrees to provide Industrial Support services including but not limited to:

- a) Assessment of the Industrial Matter;
- b) Advice regarding rights, obligations, and potential courses of action;
- c) Acting in a Support Role capacity in accordance with the *Fair Work Act 2009* (Cth);
- d) Assistance with preparation of written submissions or responses;
- e) Representation in relevant tribunals or commissions within jurisdictional limitations;
- f) Negotiation of settlements or resolutions; and
- g) Referral to legal practitioners when deemed necessary.

5.2 The level of service provided shall be at the discretion of the Association and RUSH, taking into account the nature and complexity of the Industrial Matter, available resources, and the conduct of the Member.

## 6. CASE MANAGER AUTHORITY

6.1 The Member hereby authorises the appointed Case Manager to:

- a) Act as the Member's advocate in all aspects of the Industrial Matter;
- b) Request and receive information and documents from the Member's employer or relevant third parties, which may include personal, private, or confidential information;
- c) Negotiate on the Member's behalf through the member's express consent;
- d) Make strategic decisions regarding the conduct of the Industrial Matter in consultation with the Member; and
- e) Engage external resources, including legal practitioners, with prior approval from the Association and the Member.

6.2 The Member acknowledges that Case Managers are Industrial Agents and Advocates, not legal practitioners.

6.3 The Member understands that Case Managers are bound by the laws and limitations of the relevant jurisdiction.

## 7. CONFIDENTIALITY AND PRIVACY

7.1 All information provided by the Member to the Case Manager will be treated as confidential, subject to the following exceptions:

- a) Information may be shared within RUSH and the Association for the purpose of providing Industrial Support services;
- b) Information may be disclosed to third parties with the Member's consent for the purpose of resolving the Industrial Matter; and
- c) Information may be disclosed if required by law.

7.2 The Member consents to the collection, storage, and use of their personal information for the purpose of providing Industrial Support services.

7.3 All information collected will be stored securely on RUSH's servers in accordance with relevant legislation and the Australian Privacy Principles.

## 8. CESSATION OF Support SERVICES

8.1 The Association, through RUSH, may cease providing Industrial Support services in any of the following circumstances:

- a) **Membership Termination:** If the Member ceases to be an Active Member of the Association and/or RUSH;
- b) **Abandonment:** If the Member fails to provide adequate instructions or respond to communications from the Case Manager within 14 calendar days or as reasonably determined by the Case Manager. Individual matters may be reopened should the Member resume active participation;
- c) **Misrepresentation:** If the Member provides deliberately false or intentionally misleading information;
- d) **Disregard of Advice:** If the Member consistently refuses to follow reasonable advice provided by the Case Manager or acts contrary to such advice;
- e) **Conflict of Interest:** If a conflict of interest arises that cannot be adequately managed through the assignment of an alternative Case Manager, at which point the Association or RUSH may organise alternative Support;
- f) **Unethical Requests:** If the Member knowingly requests the Case Manager to act in a manner that would breach ethical standards or legal obligations;
- g) **Aggressive Conduct:** If the Member exhibits aggressive, threatening, or abusive behaviour towards the Case Manager, Association staff, RUSH personnel, or representatives of the employer, tribunal, or other relevant entities;
- h) **Futility:** If it becomes apparent that the Industrial Matter has no reasonable prospect of success;

i) **Resource Allocation:** If continuing to provide Support would unreasonably deplete resources available to other members, as determined by the Association's executive committee; or

j) **Dual Representation:** If a Member is represented on a matter by external representation, where this representation causes friction in strategy and advice.

8.2 Prior to the cessation of services under clauses 8.1(b) to 8.1(k), the Association will, where practicable, provide written notice to the Member outlining the concerns and providing a reasonable opportunity for the Member to rectify the issue.

8.3 The decision to cease providing Industrial Support services shall be made by the appointed Case Manager in consultation with the Association's executive committee.

## 9. BREACHES

9.1 If a Member engages in conduct that:

- a) Compromises the integrity of the Industrial Support services;
- b) Brings the Association or RUSH into disrepute;
- c) Places the Case Manager in a position where their ethical or legal obligations may be compromised; or
- d) Constitutes aggressive, threatening, or abusive behavior,

the Member may be subject to disciplinary procedures as outlined below.

9.2 The procedure for conduct under clause 9:

- a) The Member will be issued with a formal written warning from the Association detailing the nature of the conduct of concern and required remedial action;
- b) The Member will be provided with an opportunity to respond to the warning within 14 days;
- c) If the conduct persists following the formal warning, or if the initial conduct is of such a serious nature that it warrants immediate action, the Association's executive committee may determine that the Member's access to Industrial Support should be terminated; and

d) The Member will be notified in writing of any decision to terminate the Member's access to Industrial Support.

## 10. APPEALS AND REVIEW

10.1 If a Member believes that the decision to cease providing Industrial Support services or to terminate membership was unjustified, the Member may request a review of the decision.

10.2 Review Process:

a) The Member must submit a written request for review to the Association within 14 calendar days of receiving notification of the decision;

b) The request must outline the grounds upon which the Member believes the decision should be reconsidered;

c) The review will be conducted by a panel of the Association's executive committee who were not involved in the original decision;

d) The panel may, at its discretion, request additional information or conduct interviews with relevant parties;

e) The panel will provide a written decision within 30 days of receiving the request for review; and

f) The decision of the review panel will be final and binding.

10.3 During the review process, the cessation of Industrial Support services will remain in effect unless otherwise determined by the Association's executive committee.

## 11. GENERAL PROVISIONS

11.1 **Entire Agreement:** These Terms and Conditions constitute the entire agreement between the Member, the Association, and RUSH in relation to the provision of Industrial Support services.

11.2 **Amendment:** The Association reserves the right to amend these Terms and Conditions at any time. Amendments will be communicated to all Members and will take effect 30 days after notification and in accordance with the Constitution and Bylaws.

**11.3 Severability:** If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**11.4 No Waiver:** The failure of the Association or RUSH to enforce any provision of these Terms and Conditions shall not be construed as a waiver of the right to do so in the future.

**11.5 Governing Law:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the state or territory in which the Association is registered. Any disputes arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of that state or territory.

**11.6 Force Majeure:** Neither the Association nor RUSH shall be liable for any failure to perform their obligations under these Terms and Conditions where such failure is a result of circumstances beyond their reasonable control.

**11.7 Assignment:** The Member may not transfer or assign their membership benefits to any other person, authorise any third party to act in their place regarding the Industrial Support services, or otherwise transfer any rights or obligations under these Terms and Conditions without the prior written consent of the Association. This clause does not restrict the Member's right to seek independent legal advice or representation regarding the Industrial Matter

**11.8 Notices:** Any notice required to be given under these Terms and Conditions shall be in writing and delivered by email or post to the last known address of the recipient.

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By submitting a Member Support Form, I acknowledge that I have read, understood, and agree to be bound by these Terms and Conditions.

*This document is current as at: 1 April 2025*