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## Student Complaints, Grievances and Appeals Policy

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<b>Definitions :</b>	<p><b>Student Advocate:</b> An independent person, who can provide a student with unbiased objective advice about a proposed complaint, the process to resolution and suggest possible outcomes.</p>
<b>Grievance:</b>	<p>A defined issue to be investigated as described in this policy (and associated procedure). This is due to the failure of informal processes in resolving the issue. The result of resolving the grievance may be disciplinary action against a staff member or student or compensation for the student.</p> <p><b>Mediator:</b> A disinterested and skilled individual in mediating complaints in an academic environment who is considered impartial and objective by both student and staff member or complainant and subject of the complaint.</p> <p><b>Purpose:</b> This policy's intention is to set out the way the EIT will ensure a high quality management process for student complaints and grievances.</p>
<b>Scope:</b>	<p>This procedure applies to all the professional staff, students and academics currently attending or working for the EIT or who have attended in the past. It relates to complaints that have arisen from a student's past or current involvement with the EIT.</p> <p>It excludes discrimination, sexual harassment and bullying by staff. These issues are dealt with in specific policies covering these issues. Assessment of student work is necessarily referred to in this policy but is dealt with in another specific policy.</p>
<b>Overview :</b>	<p>The policy describes the best practice approach to handling grievances from when they are initiated to dealing with them in a fair, prompt, confidential and objective manner with an appropriate resolution to (optimally) the satisfaction of all parties.</p>
<b>Essential Supporting Documents:</b>	LEADR Mediation Rules (see Appendix A)
<b>Related Documents:</b>	Student Complaints, Grievances and Appeals Procedure

## **1.0 Introduction**

During the provision of engineering education to students, it is probable that students will raise suggestions, concerns, complaints or grievances about their experiences at the EIT.

The EIT recognises that effective communication is of paramount importance when attempting to resolve difficulties experienced by students. The EIT is committed to a culture of openness, fairness and continuous improvement, which includes being open to criticism. All parties in the action will be treated fairly and with dignity.

## **2.0 Principles of Resolution**

The resolution procedures of the EIT are based on the following principles:

- All suggestions, concerns, complaints or grievances from students will be acknowledged and treated promptly and fairly.
- No student should suffer any discrimination or unfair action as a result of making a complaint.
- Informal resolution of complaints is always the best option and should be harnessed as often and as quickly (but professionally) as possible.
- Professional staff who are experienced in dealing with these issues are critical for achieving successful outcomes in this policy area. This includes the use of appropriate student advocates and mediators.
- All parties have to be considerate, cordial and treat each other with respect, and allow no tolerance of intimidatory or threatening activity.
- All parties want to achieve a win-win solution with good faith displayed throughout.
- If errors arise, these are to be acknowledged and then corrected so as to minimise losses to all parties affected.
- All procedures used to resolve complaints are conducted with the principles of natural justice being paramount and the need to always be objective, fair and respectful of all parties.
- It is crucial that both parties put significant effort into detailed communications and understanding of all the issues.
- Consideration should be given to applying lateral thinking and creative strategies in resolving complaints (as opposed to the “winner-takes-all” strategy).
- All parties to the complaint should be regularly notified as to the progress of the procedure.
- All exchanges of information should rely on the utmost level of confidentiality as often as possible.
- Once a decision has been reached, all parties should be informed as quickly as possible, in writing about the results of the complaint.

## **3.0 Reasons for complaint**

Typical reasons for a complaint include the following:

- A student impacted in the inappropriate, irregular or incorrect application of EIT policies and procedures.
- A student impacted by bias, prejudice or perceived unfair treatment.

- A penalty that seems excessively harsh being applied to a student.
- A student impacted by negligent, unusual or inappropriate conduct by a person involved.
- A student impacted by a decision which didn't take all the facts and issues into account.

#### **4.0 Grounds for appeal**

This is always an awkward stage, where the student may have minimal belief that the system will work adequately and fairly. The ethos of the EIT should be to emphasise that in many cases there are further stages for dealing with a complaint or grievance beyond the initial contact. Typical reasons for appeal include:

- An irregularity in the procedures followed.
- New evidence and facts that have emerged that would change the decision.
- The penalty imposed or decision reached could be considered unreasonable.

#### **5.0 Categories of complaint**

There are various categories of complaint and they include:

- Academic matters, such as academic decisions, content or structure of programs, teaching quality, research supervision, intellectual property, plagiarism and cheating.
- Administrative matters, such as policies, procedures, decisions and access to required resources.
- Intimidation by other students or staff members.
- Collective complaints by a number of students with a similar issue.

#### **6.0 Review and history**

It is vital that the Dean or the E-Learning Manager make available to the Academic Board a summary of incidents, concerns, complaints and grievances of both a formal and an informal nature.

#### **7.0 Further External Appeal(s)**

The complainant may not be satisfied with the internal processes of the EIT and should be entitled to proceed to an external mediator for resolution.

EIT is a member of the LEADR Student Mediation Scheme and all external appeals will be referred to them.

##### **7.1 LEADR Dispute Resolution**

###### *7.1.1 Discussion / Negotiation*

The parties agree that in the event of a dispute arising they shall first meet and attempt to resolve the issues of concern by means of discussion and personal negotiation. If this process does not resolve the issues, they shall refer the matter to mediation in accordance with clause 7.1.2.

###### *7.1.2 Mediation – LEADR Student Mediation Scheme*

The parties must endeavour to settle any dispute in connection with the contract by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within seven (7)



days of receiving any party's notice of dispute, by a person appointed by the Chair of LEADR or the Chair's designated representative (ACN 008 651 232).

#### *7.1.3 Rules*

The LEADR Mediation Rules shall apply to the mediation.

#### *7.1.4 Arbitration or Litigation*

It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief, that it has first offered to submit the dispute to mediation.

The EIT notes that the advice of external mediation bodies is that, ordinarily, students should first attempt to resolve complaints and grievances using the prescribed internal procedures of the EIT before seeking external assistance. To have external bodies approached with regard to complaints and grievances reflects poorly on the EIT and staff members and members of the EIT's boards should do all in their power to help resolve issues internally.



## APPENDIX A



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## MEDIATION RULES

### The Mediation

1. **“The Mediation”** shall comprise all steps taken to attempt to resolve the Dispute by mediation after the appointment of the Mediator.

### The Mediator

2. The Mediator will mediate the Dispute in accordance with these Rules.
3. The Mediator will assist the Parties to identify the issues between them and to explore options for and, if possible to achieve, the expeditious resolution of the Dispute by agreement between them.
4. The Mediator will not advise a Party, nor make decisions for nor impose a solution on the Parties.
5. The Mediator will not, unless the Parties agree in writing to the contrary, obtain from any independent person advice or an opinion as to any aspect of the Dispute. Any such advice or opinion shall be obtained only from such person or persons as may be agreed by the Parties.
6. The Mediator must confirm that the Mediator has no interest in the Dispute, nor has the Mediator had any prior dealings with any of the Parties in relation to the Dispute.
7. If in the course of the Mediation, the Mediator becomes aware of any circumstances that might reasonably be considered to affect the Mediator’s capacity to act impartially, the Mediator will, to the extent that the Mediator may properly do so, immediately inform the Parties of those circumstances. The Parties will then confer and the Mediator will continue to participate in the Mediation if the Parties so agree.

8. If, after consultation with the Parties, the Mediator forms the view that the Mediator will be unable to assist the Parties to achieve resolution of the Dispute the Mediator may terminate his appointment as Mediator by giving written notice to the Parties of that termination.

### **Co-operation, Costs and Mediator's Fees**

9. The Parties agree to participate in the Mediation.
10. Each Party will comply with reasonable requests made by the Mediator to promote the efficient and expeditious resolution of the Dispute.
11. Each party will meet its own costs of and in connection with the Mediation.
12. The Parties will pay the Mediator's fees as agreed.

### **Authority & Representation**

13. Each party must be represented at the Mediation conference by a person or persons having or able during the course of the mediation to obtain authority to settle the Dispute.
14. Any persons other than the Parties (including legally qualified persons) attending the Mediation to assist and advise a Party in the Mediation shall sign an acknowledgement and undertaking as to confidentiality.

### **Conduct of the Mediation**

15. The Mediation, including all preliminary steps, shall be conducted in such manner as the Mediator considers appropriate having due regard to the view of each Party as to the manner in which the Mediation should be conducted and the Mediator may give directions as to:
  - (i) the holding of preliminary conferences;
  - (ii) the exchange of written outlines of the views of the Parties on the issues raised by the Dispute;
  - (iii) the exchange of experts' reports, the meeting of experts and the preparation of a joint experts' report;
  - (iv) service on the Mediator of any such reports and outlines.

### **Communication between the Mediator and a Party**

16. The Mediator may communicate with a Party or the Parties orally or in writing.



17. The Mediator may as frequently as the Mediator deems appropriate meet with the Parties together or separately.
18. Information, whether oral or written, disclosed in confidence by a Party to the Mediator need not be disclosed by that Party, and may not be disclosed by the Mediator to any other Party unless the Party by whom that information was disclosed consents to such disclosure.

### **Confidentiality**

19. The Parties and the Mediator will not, unless required by law to do so, disclose to any person not present at the Mediation, nor use, any confidential information furnished during the Mediation unless such disclosure is to obtain professional advice or is to a person within that Party's legitimate field of intimacy, and the person to whom the disclosure is made is advised that the confidential information is confidential.
20. The Mediator will:
  - (i) keep confidential all information furnished by a Party to the Mediator on a confidential basis;
  - (ii) save with the consent of the Party who furnished such information not disclose the information to any other Party.

### **Privilege**

21. Subject to Clause 24, in any arbitral or judicial proceedings the following will at all times be kept confidential and will be privileged, and the Parties and the Mediator will not disclose nor rely upon them nor issue nor cause to be issued any subpoena to give evidence or to produce documents concerning them:
  - (i) any settlement proposal;
  - (ii) the willingness of a Party to consider any such proposal;
  - (iii) any statement, admission or concession made by a Party;
  - (iv) any statement or document made by the Mediator.

### **Termination**

22. A Party may at any time terminate the Mediation by giving written notice terminating the Mediation to each other Party and to the Mediator.
23. In the absence of notice by a Party terminating the Mediation the Mediation will be terminated only upon execution of a written settlement agreement in respect of the



Dispute. Such settlement agreement shall be drawn up and executed at the earliest possible time after the terms of settlement have been agreed on.

### **Enforcement**

24. Any Party will be at liberty:
  - (i) to enforce the terms of a settlement agreement;
  - (ii) in any enforcement proceedings to adduce evidence of and incidental to the settlement agreement including evidence from the Mediator and any other person engaged in the Mediation.
25. The Mediator will not accept appointment as an arbitrator nor act as an advocate in, nor provide advice to a Party to, any arbitral or judicial proceeding relating to the Dispute.
26. The Parties will not do anything to cause the Mediator to breach Clause 25.

### **Exclusion of Liability and Indemnity**

27. The Mediator will not be liable to a Party for any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this agreement unless the act or omission is fraudulent.
28. Each party indemnifies the Mediator against all claims by that Party or anyone claiming under or through that Party, arising out of or in any way referable to any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this agreement, unless the act or omission is fraudulent.
29. No statements or comments, whether written or oral, made or used by the Parties or their representatives or the Mediator within the mediation shall be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this document may be pleaded in bar to any such action.

### **Legislative Provisions**

30. These Rules are subject to the provisions of any legislation that may be applicable to or govern the mediation, and in the event of any inconsistency the provisions of the legislation will prevail.