

BY-LAW

DA Branch Governance

(By-Laws made pursuant to Clause 30 and 36 of the [Constitution](#))

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1. Definitions

1.1 In this document:

- 1.1.1 *Branch* refers to ‘a group of Dietitian Australia (DA) members who reside or work in a particular State or Territory and share a common interest to engage with and advocate on behalf of other members within their own state or territory’.
- 1.1.2 *Convenor* refers to ‘the primary leader and coordinator of the Branch Leadership Committee’.
- 1.1.3 *Co-Convenor* refers to ‘a Convenor who shares the position and responsibility of a Convenor with one other member’.
- 1.1.4 *Vice Convenor* refers to ‘a Leadership Committee member that assists the Convenor and takes the place of Convenor when they are not available’.
- 1.1.5 *Leadership Committee or Committee* refers to ‘a group of DA members who also hold APD status, unless an exception is provided, that organise annual planning and lead activities to support the DA members in their State or Territory Wider Community’.
- 1.1.6 *Working Group* refers to ‘a group of DA members that reside or work in the State or Territory relevant to the Branch, that are purposefully brought together to collaboratively work on an activity or project’.
- 1.1.7 *DA Full Member*: A financial member of DA who may or may not be an APD.
- 1.1.8 *DA Affiliate Member*: Living and working overseas, a member of an ICDA association or are not eligible for DA Full Membership.

2. Purpose

- 2.1 Each Branch shall function within the strategic direction of DA with specific emphasis on member engagement, networking, and advocacy.
- 2.2 The purpose the Branch is:
 - 2.2.1 To provide DA members with an opportunity to form networks and relationships with other members within their own State or Territory.
 - 2.2.2 To provide members with a forum to facilitate peer support and access to expertise within their own state or territory.
 - 2.2.3 To provide opportunities for members to contribute to State or Territory advocacy initiatives.
 - 2.2.4 To provide advice to DA committees, DA spokespeople, DA Staff and external groups as requested, on issues relating to State or Territory matters.
- 2.3 The purpose of the Branch Leadership Committee is:
 - 2.3.1 To support and enable the Branch community purpose outlined in Clause 2.2.
 - 2.3.2 To lead annual planning, projects and annual reporting related to the Branch group.
 - 2.3.3 To engage and collaborate with the wider Branch community to support State and Territory members.

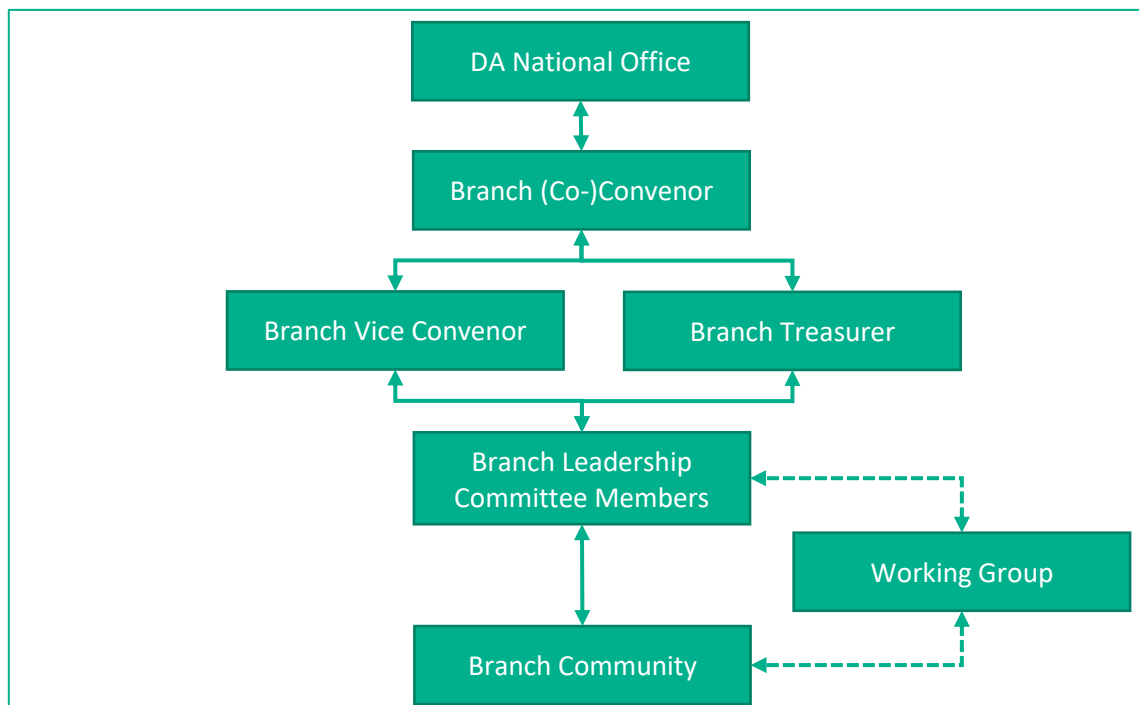
3. Name of Branch

- 3.1 The name of a Branch will reflect the locality of the group and be in the following format:

3.1.1 DA [State or Territory] Branch

4. Structure

4.1 Overall Branch Structure:



4.1.1 The Branch will remain an entity of DA.

4.1.2 The Manager of Education and Professional Services will be responsible for advising the Board on issues relating to the establishment and operation of the Branch.

4.1.3 The Branch will be comprised of a Leadership Committee, the Branch Community and Working Groups.

4.2 The Leadership Committee Structure:

4.2.1 Will comprise of greater than or equal to three members and must include a Convenor, a Vice Convenor and a Treasurer or two Co-Convenors and a Treasurer.

4.2.2 Committee members must be financial APD members and reside or work within the aligning State or Territory.

4.2.3 There is no maximum number limit on the Leadership Committee. Committee member numbers are dictated by Annual Goal Planning decided by the Leadership Team.

4.2.4 Each position within the Leadership Committee is purposeful and active.

4.2.5 A Leadership Committee is recruited from the wider Branch community and will consist of the following positions (refer to Branch Manual for position descriptions):

4.2.6 Mandatory Positions:

- (a) Convenor (or two Co-Convenors)
- (b) Vice-Convenor (if only one Convenor)
- (c) Treasurer

4.2.7 Optional Positions: Other positions identified by the Leadership Committee will be reviewed annually and based on the Branch Annual Plan. These may include:

- (a) Convenor Consultant
- (b) Secretary
- (c) Member Engagement Coordinator
- (d) Share Plate Moderator
- (e) Continuing Professional Development Coordinator
- (f) Magazine Coordinator
- (g) Interest Group Liaison
- (h) Rural and Remote Liaison Officer
- (i) Student Representative
- (j) Committee Members
- (k) Working Group Coordinator
- (l) Advocacy Coordinator

4.2.8 Other proposed positions to be confirmed with DA Professional Services Officer.

4.3 The Branch community structure:

4.3.1 Is available to all DA members.

4.3.2 Members volunteer themselves to be a part of the Branch they choose, ideally the one they either reside or work in.

4.3.3 Members can only be a part of one Branch.

4.3.4 There are no term restrictions or specified positions.

4.3.5 Members of the Branch community may be a part of Working Groups created by the Leadership Committee.

4.4 Working Group Structure:

4.4.1 Can be created by the Leadership Committee to work on specific projects or tasks related to the Branch's Annual Goal(s).

4.4.2 Can consist of members from the wider Branch community in addition to Leadership Committee members.

5. Leadership Committee Member Terms

5.1 Branch Leadership Committee members and their positions will be identified in the Annual Plan.

5.2 The length of one term will be equivalent to two years and will be applied as outlined in Clauses 5.3 and 5.4.

5.3 Convenor or Co-Convenor Term(s):

5.3.1 Initially serve for one term.

5.3.2 After one term, may renominate for a second term.

5.3.3 After a second term, must step down and may choose to either:

- (a) Become a Convenor Consultant to handover and support the new Convenor.
- (b) Become a Co-Convenor to transition the upcoming Convenor to the role.
- (c) Hold another position in the IG Leadership Committee as outlined in Section 4.
- (d) Resign from the Committee.

5.3.4 After serving as a Convenor Consultant, they may hold another position in the Branch Leadership Committee as outlined in Section 4.

5.3.5 Exceptions to the above can be made in collaboration with the DA Professional Services Officer.

5.4 Other Leadership Positions Term(s):

5.4.1 Be required to renominate to be on the Branch Leadership Committee after every term served.

5.4.2 Have no maximum number of terms imposed as a member of the Branch Leadership Committee.

5.5 Vacating a Leadership Position occurs when either of the following occurs:

5.5.1 The member ceases to be a member of DA or resign or lapse from the APD program.

5.5.2 Resign from their position by notice in writing to the DA Professional Services Officer.

5.5.3 Become an employee of DA.

5.5.4 Identified as not actively contributing to the Leadership Committee by the Convenor or Co-Convenor.

6. Recruitment and Joining a Branch Group Leadership Committee

6.1 The DA Professional Services Officer will coordinate Leadership Committee recruitment twice per year.

6.2 Recruitment will be driven by the needs of the Leadership Committee considering goals reported in the Annual Plan and at the six-month review.

6.3 The Branch Leadership Committee will decide whether they will recruit more members at these times.

6.4 The appointment of new Leadership Committee members will be coordinated by the DA Professional Services Officer following expressions of interest.

6.5 Expression of interests from applying members will be sent to the Leadership Committee Convenor (or Co-Convenors) for candidate recommendation.

7. Annual Planning

7.1 Outcomes will be assessed against a minimum of one annual goal per financial year as decided by the Leadership Committee from the categories outlined in clause 7.2.

7.2 Annual Planning Goal Categories:

7.2.1 Engagement:

(a) Networking Event (face to face or virtual)

(b) Networking event during Dietitians Week

(c) Networking through Share Plate engagement (min of 1 post per month)

- (d) Networking at the DA National Conference
- 7.2.2 Contributing
 - (a) Contributing to the DA bi-annual magazine
 - (b) Contributing to Podcast speaker nominations
 - (c) State or Territory Journal Club
- 7.2.3 Advocacy:
 - (a) Contributing to a submission
 - (b) Drafting letters
- 7.2.4 Collaboration (with Interest Groups and other Branches)
 - (a) Professional Development Event (face to face or virtual)
 - (b) Professional Development Workshop at the DA National Conference
- 7.3 Other proposed goals to be confirmed with DA Professional Services Officer.
- 7.4 Annual goals must be outlined in the annual plan using the Annual Planning Form and submitted by the 30th of March each year.
- 7.5 Annual goals are reviewed and either confirmed or amended after 6 months from planning.
- 7.6 Annual goals must be reported against in an annual report submitted to the Professional Services Officer by the 30th November of each year for appropriate distribution.

8. Administration

- 8.1 Leadership Committee Meetings:
 - 8.1.1 Must be convened at regular intervals as determined by the Leadership Committee.
 - 8.1.2 The DA Professional Services Officer to be notified of planned Leadership Committee Meeting. The DA Professional Services Officer will schedule a Zoom URL link for the Leadership Committee to use.
 - 8.1.3 Must be accessible and communicated to the Branch community.
- 8.2 Communication between the Leadership Committee and DA:
 - 8.2.1 All communications between DA and the Leadership Committee will occur via the Convenor (or Co-Convenor) or relevant position to the project or activity in question.
 - 8.2.2 A Branch will submit annual plans and annual reports at the requested times each year.
- 8.3 Communications between the Leadership Committee and Branch community:
 - 8.3.1 The Leadership Committee must use Share Plate as their prioritised means of communication when communicating with the Branch community.
 - 8.3.2 All members of the Branch will adhere to the Share Plate Terms and Conditions when using this online platform.
 - 8.3.3 Branch events and meetings will be advertised to the Branch community on Share Plate.
- 8.4 Administrative support from DA Staff to the Leadership Committee includes:
 - 8.4.1 Share Plate access and technical advice.

- 8.4.2 Scheduling of meetings using the preferred DA Zoom platform.
- 8.4.3 Troubleshooting and support.
- 8.4.4 Recruitment organisation and administration.
- 8.4.5 Annual Goal Planning organisation and administration.
- 8.4.6 Volunteer recognition.
- 8.5 Preparation of publications and other material:
 - 8.5.1 Where the goal of a Branch Leadership Committee involves publication of material, a draft will be submitted to DA Professional Services Officer for authorisation by the Manager of Education and Professionals Services and CEO before publication takes place.
 - 8.5.2 Publications developed by Branch are the property of DA, is the responsibility of DA and will contain an acknowledgement of the Branch(es) involved in development.
 - 8.5.3 Publication and distribution of material prepared via a partnership with another organisation will be negotiated through DA staff in the form of a Memorandum of Understanding (MoU).
 - 8.5.4 Any submissions, media statements and other public statements by a Branch is in the name of DA, therefore prior approval from DA staff must be obtained prior to release.
 - 8.5.5 Reports and communications will be through the DA Professional Services Officer for appropriate distribution and handling.
- 8.6 Copyright
 - 8.6.1 All material gathered and produced by a Branch or an individual of a Branch specifically for official Branch or DA business will remain the property of DA unless otherwise specified by the Board.

9. Fees and Finance

- 9.1 The DA Professional Services Officer will be responsible for all financial matters in relation to a Branch.
- 9.2 A Branch will not operate its own accounts.
- 9.3 All monies received or debts incurred are those of DA.
- 9.4 Requests for funding for a Branch will be submitted as part of the annual planning process and approved in principle by the DA Professional Services Officer.
- 9.5 All requests for reimbursement must be detailed on the Reimbursement of Expenses Form and be accompanied by tax invoices.
 - 9.5.1 Reimbursements must be confirmed by the Branch Convenor, Co-Convenors or Treasurer and sent to the DA Professional Services Officer for approval processing.
- 9.6 For sponsorship of Branch activities, refer to the DA Sponsorship Policy.

10. Legal and Insurance Matters

- 10.1 Branch activities are covered under DA Commercial Consolidated Public Liability Policy, including cover for participants at DA events.
- 10.2 A certificate can be obtained by contacting the Chief Financial Officer at servicesmanager@dietitiansaustralia.org.au.

- 10.3 A Branch or any individual of a Branch must not sign any legal documentation in the name of the Branch or DA. All legal documentation is to be approved and signed by the Education and Professionals Services Manager and/or CEO.

11. Mediation and Dissolution

- 11.1 In the event of a serious breach of DA Code of Conduct, the DA Board has the right to mediate, dissolve or suspend a Branch Leadership Committee.

12. Procedures and Processes

- 12.1 Detailed processes and procedures relating to the Branch By-Laws will be maintained and provided to Branch Leadership Committees in the Branch Manual.