

Primary Principals' Collective Bargaining Union Incorporated

Constitution and Rules

These Rules are to be read in conjunction with the requirements of the **Incorporated Societies Act 1908 (amended 16 May 2020)**

Introductory rules

1. Name

The name of the society is Primary Principals' Collective Bargaining Union (in these **Rules** referred to as the '**Society**').

2. Definitions

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

'**Act**' means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

'**Annual General Meeting**' means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society's** activities and finances.

'**Associated Person**' means a person who:

- may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) where that person is the spouse, civil union partner, de facto partner, child, sibling, parent, grandparent, grandchild, or first cousin of that **Member**
- may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates

- may be interested in the matter because the Society's constitution so provides. But no such **Member** shall be deemed to have any such interest:
 - merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
 - if that **Member's** interest is the same or substantially the same as the benefit or interest of all or most other members of the **Society** due to the membership of those members; or
 - if that **Member's** interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member's** responsibilities under this Act or the **Society's** constitution; or
 - if that **Member** is an officer of a union and that **Member's** interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

'Chair' means the **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.

'Clear Days' means complete days, excluding the first and last named days (for instance, excluding the date a **Notice** of meeting is posted or sent to **Members** and the date of the meeting).

'Committee' means the **Society's** governing body.

'Committee Member' means a member of the **Committee**.

'General Meeting' means either an **Annual General Meeting** or a **Special General Meeting** of the **Society**.

'Matter' means (a) the **Society's** performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.

'Meeting' means any **Meeting** held under these Rules and may take place in person or remotely, including by electronic means, such as the **Committee** may determine.

'Member' means a person properly admitted to the **Society** who has not ceased to be a member of the **Society**.

'Notice' to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

'Principal' means a primary teacher who has been fully certificated or provisionally certificated or certificated subject to confirmation by the Teaching Council of Aotearoa New Zealand (Teaching Council) and who has been appointed to the position of principal.

‘Register of Interests’ means the register of interests of **Committee Members** kept under these **Rules**.

‘Register of Members’ means the register of **Members** kept under these **Rules**.

‘Rules’ means the rules in this document.

‘Secretary’ means the **Committee Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, recording the minutes of **General Meetings** and **Committee** meetings, and overseeing the finances of the **Society**.

‘Special General Meeting’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘Voting’ at any meeting, may occur by a voice vote, a show of hands, in writing, by electronic means, or such other means as the **Committee** may determine.

3. Purposes

The primary purposes of the **Society** are to:

1. Operate as a Union for primary school principals in accordance with the **Employment Relations Act 2000** by furthering the collective interests of the **Society’s Members** in relation to their conditions of employment.
2. Negotiate the Collective Employment Agreement on behalf of the **Society’s Members** by:
 - Providing for the ratification of any negotiations for a Collective Agreement.
 - At the conclusion of negotiations, making a copy of the draft terms of settlement available to all the **Society’s Members**.
 - Notifying all **Society Members** of the time and place of a ratification meeting within no less than 24 hours and no more than two (2) weeks of receiving the draft terms of settlement.
 - Informing **Society Members** of the ratification outcome upon the affirmative vote of at least 51% of those attending the meeting.
3. Develop a comprehensive information sharing network for **Society Members**.
4. Consult with **Society Members** on pay and work conditions.
5. Advocate for **Society Members** remuneration and conditions of service appropriate to the responsibilities principals carry out.

The **Society** must not operate for the purpose of, or with the effect of:

- any **Member** of the **Society** deriving any personal financial gain from membership of the **Society**, other than as may be permitted by law, or
- returning all or part of the surplus generated by the **Society’s** operations to **Members**, in money or in kind, or
- conferring any kind of ownership in the **Society’s** assets on **Members**

but the **Society** will not operate for the financial gain of **Members** simply if the **Society**:

- engages in trade,
- for matters that are incidental to the purposes of the **Society**, pays a **Member** of the **Society** that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual,
- reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Society** or while pursuing the **Society**'s purposes,
- provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
- pays a **Member** a salary or wages or other payments for services to the **Society** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the Member than those terms),
- pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Society**, or
- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Society**.

No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Society** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.

Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

The Society shall remain independent of, and is constituted and will operate at arm's length from, any employer.

4. Act and Regulations

Nothing in this Constitution authorises the **Society** to do anything which contravenes or is inconsistent with the Act, any regulations made under the Act, or any other legislation.

5. Registered office

The Registered Office of the **Society** shall be at such place in New Zealand as the **Committee** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Act.

6. Power to borrow money

The **Society** shall have the power to borrow or raise money by debenture, bonds, mortgage and other means, with or without security, but such borrowing powers shall not be exercised other than by the specific resolution of the **Committee**.

7. Other powers

In addition to its statutory powers, the **Society**:

- (a) May use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate.
- (b) May enter into any negotiations, agreements or contracts, preliminary or final, and give effect to, modify, vary or rescind the same.
- (c) May become a party to any employment agreement in the **Society's** capacity as the representative in negotiations for an employment agreement of any person employed or about to become employed under an employment contract governed by the laws of New Zealand.
- (d) May enter into any arrangement with any person that is conducive to the **Society's** purpose and goals and obtain from any such person any rights, privileges and concessions which the **Society** may think it is desirable to obtain, carry out, exercise and comply with.
- (e) May guarantee the payment of any debts incurred or contracts entered into on behalf of the **Society** or become surety for any person or body acting on the instructions of the **Society**.
- (f) May give indemnities to any **Committee Member** or other person whether a **Member** of the **Society** or not who has undertaken or is about to undertake any liability on behalf of or for the benefit of the **Society**, and secure such other person against loss.
- (g) May obtain licenses, powers and authorities necessary to carry out any of the purpose and goals of the **Society**.
- (h) May in accordance with the **Employment Relations Act 2000**, employ, pay, and at the **Society's** discretion remove or suspend any managers, clerical secretaries, Officers, clerks, or other employees of the **Society** to carry out any of the functions of the **Society** or to undertake its business and other operations and direct them and determine their powers and duties and fix and pay their remuneration and other benefits.
- (i) May employ, pay, and at the **Society's** discretion, determine any agent or contractor (including professional and other advisers) to transact any business or to perform any act on the **Society's** behalf and direct them and determine their powers and duties and fix and pay their remuneration and

other benefits.

- (j) May remunerate any person for services rendered, or to be rendered, in or about the organisation, formation or promotion of the **Society** or the conduct of its purpose and goals.

Members

8. Minimum number of members

The **Society** shall maintain the minimum number of **Members** required by the **Act** (currently 15)

9. Types of members

All **Members** will be **Principals** of New Zealand Primary Schools (including Normal schools, Model Schools and Intermediate Schools), Special Schools, and Composite Schools other than Area Schools, and all such members shall be members of the New Zealand Principals' Federation (NZPF).

- **Member:** A **Member** is an individual admitted to membership under these **Rules** and who has not ceased to be a **Member**.

10. Becoming a member: consent

Every applicant for membership must consent in writing to becoming a **Member**.

11. Becoming a member: process

An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the **Committee**.

Membership applications will be reviewed by the **Committee** within 40 working days of receipt. The **Committee** may accept or decline an application for membership, however any application will be accepted unless the **Committee** considers it to be improper or there is other reasonable cause to decline the application. The **Committee** must advise the applicant of its decision within 10 working days of any such decision being made. If a membership application is not declined within 40 working days of receipt it will be deemed to be accepted.

If a membership application is declined by the **Committee**, the **Committee** will provide written reasons for declining the application to the applicant and the applicant may appeal the decision to the **Committee** for consideration at the next **Committee** meeting. Where an appeal is also declined, the **Committee** will provide written reasons for its decision to the applicant.

12. Obligations and rights

Every **Member** shall provide the **Society** with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Society** of any changes to those details.

Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.

13. Other obligations and rights

All **Members** (including **Committee Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.

A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Society's** premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the **Society** by due date, but no **Member** is liable for an obligation of the **Society** by reason only of being a **Member**.

The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Society**, including any conditions of and fees for such access or use.

14. Subscriptions and fees

The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments).

The annual subscription period shall be from 1 February until 31 January in any given year.

Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within (2) months of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Society** activity or to access or use the **Society's** premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within (3) months of the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

15. Ceasing to be a member

A **Member** ceases to be a **Member**:

- if the **Member** is no longer a Principal of a New Zealand Primary School as described in clause 9 above, or
- on the **Member** failing to pay the annual subscription as set out in clause 14 above, or
- on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership), or

- by resignation from that **Member's** class of membership by notice to the **Secretary**, or
- on termination of a **Member's** membership following a dispute resolution process under these **Rules**.

with effect from the death of the **Member** or the date of receipt by the **Secretary**, or any subsequent date stated in the notice of resignation, or termination of membership following a dispute resolution process under these **Rules**.

16. Obligations on resignation

A Member who resigns or whose membership is terminated under these Rules:

- shall cease to hold himself or herself out as a Member of the Society;
- shall return to the Society all material provided to Members by the Society (including any membership certificate, badges, handbooks and manuals); and
- shall cease to be entitled to any of the rights of a Society Member.

17. Becoming a member again

Any former **Member** may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the **Committee**.

However, if a former **Member's** membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a **General Meeting** on the recommendation of the **Committee**.

General meetings

18. Annual General Meetings

An **Annual General Meeting** shall be held once a year on a date and at a location determined by the **Committee** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

19. Annual General Meetings: business

The business of an **Annual General Meeting** shall be to:

- confirm the minutes of previous **Society Meeting(s)**,
- adopt the annual report on **Society** business,
- adopt the **Secretary's** report on the finances of the **Society**, and the annual financial statements for the following year.
- set any subscriptions for the current financial year,
- consider any motions,
- consider any general business.

The **Committee** must, at each **Annual General Meeting**, present the following information:

- an annual report on the affairs of the **Society** during the most recently completed accounting period,
- the annual financial statements for that period, and submit the accounts to the Registrar of Incorporated Societies
- notice of any disclosures of conflicts of interest made by **Committee Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

20. Special General Meetings

Special General Meetings may be called at any time by the **Committee** by resolution. The **Committee** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 30 per cent of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

The **Rules** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the Meeting.

21. Procedure

The **Committee** shall give all **Members** at least 30 **Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.

All financial **Members** may attend, speak and vote at **General Meetings**:

- in person, or
- by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Secretary** before the commencement of the **General Meeting**, or
- through the authorised representative of a body corporate as notified to the **Secretary**, and
- no other proxy voting shall be permitted.

No **General Meeting** may be held unless at least 10 percent of eligible financial **Members** attend. This will constitute a quorum.

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chair** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

- **General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.
- All **General Meetings** shall be chaired by the **Chair**. If the **Chair** is absent, the meeting shall elect another **Committee Member** to chair that meeting.
- Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
- Any person chairing a **General Meeting** may:
 - With the consent of **members** attending, adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the **Chair** be removed from the Meeting, and
 - In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.

22. Minutes

Minutes must be kept by the **Secretary** of all **General Meetings**.

23. Process for Secret Ballots

The following process shall apply where a secret ballot is required under the Employment Relations Act 2000.

Ballots for multi-employer and multi-union collective agreements (as required by sections 45-47 of the Employment Relations Act 2000):

- Before initiating bargaining for a multi-employer collective agreement or multi-union collective agreement the Society shall hold a secret ballot of its **Members** employed by each employer intended to be a party to the bargaining.
- The result of the ballot is determined by a simple majority of the **Members** who are entitled to vote and who do vote.
- The ballot may be by:
 - meeting ballot;
 - postal ballot;
 - online ballot; or
 - any combination of the above as determined by the **Society** so long as the anonymity of those voting remains assured.
- As soon as is reasonably practical after the conclusion of the secret ballot the **Society** shall notify the result of the ballot to those **Members** of the **Society** who were entitled to vote

Ballots for strike (as required by section 82A of the Employment Relations Act 2000):

- Before strike action relating to collective bargaining proceeds the **Society** shall hold a secret ballot of those **Members** employed by the relevant employer(s) and who would become a party to the strike.
- The result of the ballot is determined by a simple majority of the **Members** who are entitled to vote and who do vote.
- The question to be voted on in the secret ballot is whether the **Member** is in favour of the strike(s).
- The ballot may be by:
 - meeting ballot;
 - postal ballot;
 - online ballot; or
 - any combination of the above as determined by the **Society** so long as the anonymity of those voting remains assured.
- As soon as is reasonably practical after the conclusion of the secret ballot the **Society** shall notify the result of the ballot to those **Members** of the **Society** who were entitled to vote

Ballots for bargaining fee clause (as required by section 69Q of the Employment Relations Act 2000):

- Before a bargaining fee clause, and any associated collective agreement, comes into effect the Society shall conduct jointly with the relevant employer a secret ballot in accordance with section 69Q of the Employment Relations 2000. Any secret ballot paper will contain, or have attached to it, a copy of the bargaining fee clause.

Any secret ballot will be subject to the relevant provisions of the Employment Relations Act 2000 and subsequent amendments.

Committee

24. Composition

The **Committee** will consist of no more than 5 **Committee Members** who are:

- **Members**; and
- natural persons; and
- not disqualified by these **Rules** or the **Act**.

The **Committee** will comprise:

- **Three Committee Members** who are current members of the NZPF National Executive; and
- up to **two** other **Committee Members** who are not members of the NZPF National Executive.

The **Committee** shall have the power to co-opt a person as a **Committee Member** for a period of up to one year in the event the **Committee** has less than five persons for any reason.

25. Qualifications

Prior to election or appointment, every **Committee Member** must consent in writing to be a **Committee Member** and certify in writing that they are not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**.

The following persons are disqualified from being appointed or holding office as a **Committee Member**:

- a) a person who is under 16 years of age,
- b) a person who is an undischarged bankrupt,
- c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
- d) a person who is disqualified from being a member of the **Committee** of a charitable entity under section 31(4)(b) of **the Charities Act 2005**,
- e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - i. an offence under subpart 6 of Part 4,
 - ii. a crime involving dishonesty (within the meaning of section 2(1) of **the Crimes Act 1961**),
 - iii. an offence under section 143B of **the Tax Administration Act 1994**,
 - iv. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
 - v. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,
- f) a person subject to:
 - i. an order under section 108 of **the Credit Contracts and Consumer Finance Act 2003**; or
 - ii. a forfeiture order under **the Criminal Proceeds (Recovery) Act 2009**; or
 - iii. a property order made under **the Protection of Personal and Property Rights Act 1988**, or whose property is managed by a trustee corporation under section 32 of that **Act**.

26. Election or appointment

The NZPF President will appoint three **Committee Members** who are current members of the NZPF executive committee (which may include the NZPF President themselves).

Remaining **Committee Members** shall be elected by remote ballot in accordance with the procedures for giving **Notice**:

- a) The **Committee** shall:
 - i. Set the Election Date for elections to the **Committee** and
 - ii. Appoint a Returning Officer for those elections to the **Committee**.

- b) After determining the Election Date the **Secretary** shall give **Notice** to all financial **Members** calling for nominations for **Committee** positions requiring to be filled, and such **Notice** shall include a nomination form and shall specify the date such nominations must be in the hands of the Returning Officer appointed under sub-paragraph (a)(ii) above, such date being not less than **28 Clear Days** prior to the Election Date.
- c) Nominees must be financial **Members**, and a candidate's written nomination shall be accompanied by the written consent of the nominee with a certificate that the nominee is not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act** and may be accompanied by a signed biography not exceeding one A4 page.
- d) At least 21 **Clear Days** prior to the Election Date the **Secretary** shall give Notice to all financial **Members** of the nominations received for **Committee** positions and, in the event that there are a greater number than required for specific positions, forwarding a voting paper accompanied by the biographies of the candidates for election. Such voting paper shall specify the latest date (not less than 14 **Clear Days** prior to the Election Date) it must be in the hands of the Returning Officer appointed by the Committee to be counted as a valid vote.
- e) In the event of a ballot being required under sub-paragraph (d) above the candidate/s polling the highest number of votes of financial **Members** shall be declared elected by the **Secretary** or the Returning Officer.
- f) The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.
- g) In the event of any vote being tied the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).

Once the Committee has been formed, the **Committee Members** will elect a **Chair** and a **Secretary**. The **Chair** will be responsible for, among other things, overseeing the governance and operations of the Society and chairing General Meetings. The **Secretary** will be responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, recording the minutes of **General Meetings** and **Committee** meetings, and overseeing the finances of the **Society**.

27. Term

The term of office for all **Committee Members** shall be approximately 1 year being from the date of the **Annual General Meeting** immediately following their appointment to the next **Annual General Meeting**.

No **Committee Member** shall serve for more than 3 consecutive terms.

28. Removal

Where a complaint is made about the actions or inaction of a **Committee Member** (and not in the **Committee Member's** capacity as a Member of the **Society**) the following steps shall be taken:

- The **Committee Member** who is the subject of the complaint, must be advised of all details of the complaint.
- The **Committee Member** who is the subject of the complaint, must be given adequate time to prepare a response.
- The complainant and the **Committee Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing by the **Committee** (excluding the **Committee Member** who is the subject of the complaint) if it considers that an oral hearing is required.
- Any oral hearing shall be held by the **Committee** (excluding the **Committee Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the **Committee** (excluding the **Committee Member** who is the subject of the complaint).

If the complaint is upheld, the **Committee Member** may be removed from the **Committee** by a resolution of the **Committee** or of a **General Meeting**, in either case passed by a simple majority of those present and voting.

29. Cessation of Committee membership

A **Committee Member** shall be deemed to have ceased to be a **Committee Member** if that person ceases to be a **Member**.

Each **Committee Member** shall within 14 **Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Society** held by such former **Committee Member**.

30. Functions

From the end of each **Annual General Meeting** until the end of the next, the Society shall be governed by the **Committee**, which shall be accountable to the **Members** for the advancement of the **Society's** purposes and the implementation of resolutions approved by any **General Meeting**.

31. Officers' duties Mandatory

At all times each **Committee Member**:

- a) shall act in good faith and in what he or she believes to be the best interests of the **Society**,
- b) must exercise all powers for a proper purpose,
- c) must not act, or agree to the **Society** acting, in a manner that contravenes the Act or this Constitution,
- d) when exercising powers or performing duties as a **Committee Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **Society**, the nature of the decision, and the position of the **Committee Member** and the nature of the responsibilities undertaken,

- e) must not agree to the activities of the **Society** being carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, or cause or allow the activities of the **Society** to be carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, and
- f) must not agree to the **Society** incurring an obligation unless he or she believes at that time, on reasonable grounds, that the **Society** will be able to perform the obligation when it is required to do so.

32. Powers

Subject to these **Rules** and any resolution of any **General Meeting** the Committee may:

- exercise all the **Society's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Society** in **General Meeting**, and
- enter into contracts on behalf of the **Society** or delegate such power to a **Committee Member**, sub-committee, employee, or other person.

33. General issues

The **Committee** and any sub-committee may act by resolution approved in the course of a telephone conference call, zoom meeting or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Committee** meeting.

Other than as prescribed by the **Act** or these **Rules**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.

Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of the **Committee** on the interpretation of these **Rules** and all matters dealt with by it in accordance with these **Rules** and on matters not provided for in these **Rules** shall be final and binding on all **Members**.

34. Conflicts of interest

A member of the **Committee** and/or of a sub-committee is interested in a matter if the member of the **Committee** and/or sub-committee:

- a) may obtain a financial benefit from the matter; or
- b) is the spouse, civil union partner, de facto partner, child, sibling, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
- c) may have a financial interest in a person to whom the matter relates; or
- d) is a partner, director, member of the **Committee** and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

However, a member of the **Committee** and/or sub-committee is not interested in a matter—

- a) merely because the member of the **Committee** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
- b) if the member of the **Committee**'s and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Members**; or
- c) if the member of the **Committee**'s and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Committee** in carrying out the member of the **Committee**'s and/or sub-committee's responsibilities under the **Act** or the **Rules**; or
- d) if the member of the **Committee** and/or sub-committee is a member of the committee of a union and the member of the **Committee**'s and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

A member of the **Committee** and/or sub-committee who is interested in a matter relating to the **Society** must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)—

- a) to the **Committee** and/or sub-committee; and
- b) in a **Register of Interests** kept by the **Committee**.

Disclosure must be made as soon as practicable after the member of the **Committee** and/or sub-committee becomes aware that they are interested in the matter.

A member of the **Committee** and/or sub-committee who is interested in a matter—

- a) must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the matter; and
- b) must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- c) may take part in any discussion of the **Committee** and/or sub-committee relating to the matter and be present at the time of the decision of the **Committee** and/or sub-committee (unless the **Committee** and/or sub-committee decides otherwise).

However, a member of the **Committee** and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

Where 50 per cent or more of **Committee Members** are prevented from voting on a matter because they are interested in that matter, a **Special General Meeting** must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where 50 per cent or more of the members of a sub-committee are prevented from voting on a matter because they are interested in that matter, the **Committee** shall consider and determine the matter.

Committee meetings

35. Frequency

The **Committee** shall meet as required at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chair** or **Secretary**.

36. Procedure

The quorum for Committee meetings is a majority of the **Committee Members**.

Records

37. Register of members

The **Secretary** shall keep an up-to-date **Register of Members**, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under the **Act**.

38. Contents of Register of members

The information contained in the **Register of Members** shall include each **Member's**:

- postal address
- phone number (landline and/or mobile)
- email address (if any)
- the date the **Member** became a **Member**,
- occupation and
- whether the **Member** is financial or non-financial

Every **Member** shall promptly advise the **Secretary** of any change of their contact details.

39. Access to Register of members

With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Members** and **Committee Members**. However, no access will be given to information on the **Register of Members** to **Members** or any other person, other than as required by law.

40. Register of interests

The **Secretary** shall at all times maintain an up-to-date register of the interests disclosed by **Committee Members**.

41. Access to other information

A **Member** may at any time make a written request to a **Society** for information held by the **Society**.

The request must specify the information sought in sufficient detail to enable the information to be identified.

The **Society** must, within a reasonable time after receiving a request:

- a) provide the information, or
- b) agree to provide the information within a specified period, or
- c) agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Society** (which must be specified and explained) to meet the cost of providing the information, or
- d) refuse to provide the information, specifying the reasons for the refusal.

Without limiting the reasons for which the **Society** may refuse to provide the information, the **Society** may refuse to provide the information if:

- a) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
- b) the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Society** or of any of its **Members**, or
- c) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Society**, or
- d) withholding the information is necessary to maintain legal professional privilege, or
- e) the disclosure of the information would, or would be likely to, breach an enactment, or
- f) the burden to the **Society** in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information, or
- g) the request for the information is frivolous or vexatious.

If the **Society** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 working days after receiving notification of the charge, the **Member** informs the **Society**—

- a) that the **Member** will pay the charge; or
- b) that the **Member** considers the charge to be unreasonable.

Nothing in this **Rule** limits Information Privacy Principle 6 of the **Privacy Act 2020**.

Finances

42. Control and management

The funds and property of the **Society** shall be:

- controlled, invested and disposed of by the **Committee**, subject to these **Rules**, and
- devoted solely to the promotion of the purposes of the **Society**.

43. Balance date

The **Society's** financial year shall commence on 01/01 of each year and end on 31/12 (the latter date being the **Society's** balance date).

Dispute resolution

44. Raising disputes

Any grievance by a **Member**, and any complaint by anyone, is to be lodged by the complainant with the **Secretary** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Society's** activities.

The complainant raising a grievance or complaint, and the **Committee**, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

45. Investigating disputes

This rule concerns any grievances of members relating to their rights and interests as **Members**, and any complaints concerning the alleged conduct or discipline of **Members**, collectively referred to as "disputes."

These dispute procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.

Rather than investigate and deal with any grievance or complaint, the **Committee** may:

- appoint a sub-committee to deal with the same, or
- refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied.

The **Committee** or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the "**decision-maker**".

The decision-maker:

- shall consider whether to investigate and deal with the grievance or complaint, and
- may decline to do so (for instance, if the **decision-maker** is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to **Members'** interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the **Society**).

Where the **decision-maker** decides to investigate and deal with a grievance, the following steps shall be taken:

- The complainant and the **Member**, or the **Society** which is the subject of the grievance, must be advised of all details of the grievance.
- The **Member**, or the **Society** which is the subject of the grievance, must be given an adequate time to prepare a response.
- The complainant and the **Member**, or the **Society** which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.
- Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:
 - The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.
 - The **Member** complained against must be given an adequate time to prepare a response.
 - The **Member** complained against must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
 - Any oral hearing shall be held by the **decision-maker**, and/or any written statement or submissions shall be considered by the decision-maker.

A **Member** may not make a decision on, or participate as a **decision-maker** in regards to a grievance or complaint, if two or more **Committee Members**, or the **decision-maker**, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view. Such a decision must take into account the context of the **Society** and the particular case, and may include consideration of facts known by the other **Members** about the **decision-maker**, so long as the decision is reasonably based on evidence that proves or disproves an inference that the **decision-maker** might not act impartially.

46. Resolving disputes

The **decision-maker** may:

- dismiss a grievance or complaint, or
- uphold a grievance and make such directions as the **decision-maker** thinks appropriate (with which the **Society** and **Members** shall comply),
- uphold a complaint and:
 - reprimand or admonish the **Member**, and/or
 - suspend the **Member** from membership for a specified period, or terminate the **Member's** membership, and/or
 - order the complainant (if a **Member**) or the **Member** complained against, to meet any of the **Society's** reasonable costs in dealing with a complaint.

Winding up

47. Process

The **Society** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.

The **Secretary** shall give **Notice** to all **Members** of the proposed motion to wind up the **Society**, or remove it from the Register of Incorporated Societies and of the **General Meeting** at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Committee** in respect to such notice of motion.

Any resolution to wind up the **Society** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

48. Surplus assets

If the **Society** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

On the winding up or liquidation or removal from the Register of Incorporated Societies of the **Society**, its surplus assets after payment of all debts, costs and liabilities shall be vested in The New Zealand Principals' Federation.

However, on winding up by resolution under this rule, the **Society** may approve a different distribution to a different entity from that specified above, so long as the **Society** complies with these **Rules** in all other respects.

Alterations to the Rules

49. Amending these Rules

The **Society** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a two-thirds majority of those **Members** present and voting.

Any proposed motion to amend or replace these **Rules** shall be signed by at least 5 eligible **Members** and given in writing to the **Secretary** at least 60 **Clear Days** before the **General Meeting** at which the motion is to be considered and accompanied by a written explanation of the reasons for the proposal.

At least 14 **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Committee** has.

When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration and shall take effect from the date of registration.

No addition to or alteration of the Purposes clause (clause 3) that includes the personal benefit exclusion or winding up clauses (clauses 47 and 48) shall be made which will affect the tax-exempt status/not-for-profit status. The provisions and effect of this clause shall not be removed from this document and shall be included and implied in any document replacing this document

Other

50. Common seal

The common seal of the **Society** must be kept in the custody of:

the **Chair**

The common seal may be affixed to any document:

- a) by resolution of the **Committee**, and must be countersigned by two **Committee Members** or by one **Committee Member** and: The Chair
- b) by such other means as the **Committee** may resolve from time to time.

51. Contact Officer

The **Society's** Contact Officer must be:

- At least 18 years of age, and
- A **Committee Member**, and
- At all times be resident in New Zealand, and
- Not disqualified under the Act from holding that office

and shall be the **Chair**.

Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 **Clear Days** of that change occurring, or the **Society** becoming aware of the change.

52. Bylaws

The **Committee** from time to time may make and amend bylaws, and policies for the conduct and control of **Society** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with the **Act**, regulations made under the **Act**, or these **Rules**.