

Rules



of Aotearoa Tech Union Incorporated

(ATU, “The Union”)

1.0 Name

1.1 The name of the union is Aotearoa Tech Union Incorporated (“the Union”).

1.2 The union is constituted by resolution dated 29 September 2018.

2.0 Registered Office

2.1 The Registered Office shall be at such place as the Committee may from time to time decide

3.0 Purposes and objects of union

The union is a community-based union formed to:

1. Form an association (“Union”) of people in Aotearoa New Zealand working (as contractors, employees, or otherwise) in:
 - a) technical roles in any organisation,
 - or
 - b) in other roles within an organisation that is technology focused.
2. To protect and advance the interests of union members collectively and individually.
3. To encourage full and active participation in the union by members of the Union;
4. Advocate for members’ rights in the workplace and for the establishment of norms and policies to create healthy, diverse, and equitable work environments, including the provision of advice to employers to further this goal.
5. Promote equality in the workplace regardless of gender, gender identity, gender presentation, sexual orientation, race, religion, national origin, marital or family status, disability, size, or other classes.
6. Provide employment advice to members and support the development of transparent pathways to growth and advancement.
7. Advocate for and support members during employment disputes and grievances.
8. Facilitate mentorship and support for members, particularly new graduates, those transitioning to the sector, and those who are members of under-represented groups within their part of the sector.
9. Represent the interests of any member or members before any person, group, organisation, government or local authority, statutory body or any other legal entity

10. Affiliate to or assist any other union, federation, movement or organisation for the furtherance of the objects of the Union, or for the betterment of the working conditions, remuneration and/or welfare of its members or working people as a whole.
 11. Give honour and effect to Te Tiriti o Waitangi with Tangata Whenua and tauwi as equal partners.
 12. To secure the best possible working conditions for members of the Union by promoting members' collective employment interests
 13. To secure the best standard of living for members, other workers, their families and communities.
 14. Do anything necessary or helpful to the above purposes, or not inconsistent with them.
- 3.2 Pecuniary gain is not a purpose of the Union.

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4.0 Categories of membership

4.0.1 Membership may comprise different classes of membership as decided by the Union.

4.1 There are four (4) categories of membership:

- (1) Full members: a. Those eligible for membership under rule 7.1.1.1, 7.1.1.2, or 7.1.1.3
- (2) Honorary life members: those granted honorary life membership under rule 7.2.1.
- (3) Associate members: those granted associate membership under rule 7.2.2
- (4) Student members: those granted student membership under rule 7.2.3

5.0 Te Tiriti o Waitangi/the Treaty of Waitangi

5.1 Aotearoa Tech Union affirms Te Tiriti o Waitangi/the Treaty of Waitangi as the founding document of Aotearoa New Zealand and is committed to advancing the Treaty principles of partnership, protection and participation in activities pursuant to the purpose and objects of the union as they relate to the working lives of members.



6.0 MANAGEMENT OF THE UNION

6.1 Managing Committee

6.1.1 The Union shall have a managing committee (“the Committee”), comprising the following persons:

1. Two Co-Presidents, who cannot both be male;
2. The Secretary;
3. The Treasurer; and
4. Such other Members as the Union shall decide.

6.1.2 Only Full Members of the Union may be Officers or ordinary Committee Members. If a member ceases to hold Full membership of the Union, their Committee Membership may be declared immediately vacant by vote of the remaining Committee.

6.1.3 One each of Student, Associate, or Honorary Life Members may be elected by Members of these Membership Classes to the committee to represent the interests of those groups. They will hold full voting rights. They are ordinary committee members, may not be appointed or elected as Officers, and count towards the maximum size for the committee.

6.1.4 There shall be a minimum of three ordinary Committee Members, and a maximum of 15 Ordinary Committee Members. This number is in addition to the Officers (Co-presidents, Secretary, and Treasurer); therefore, the minimum possible Committee size is seven members.

6.1.5 Both the committee as a whole, and the Officers as an individual group, shall be no more than 60% male. In the event that insufficient nominations are available the last elected position shall remain vacant to ensure this rule is upheld.

6.1.6 No individual may hold more than one officer position at the same time.

6.1.7 Officers must be elected from among Committee Members. Officers may be elected at the same meeting at which they are elected to the Committee.

6.1.8 No more than nine committee members can be appointed at a single meeting.

6.2 Appointment of Committee Members

6.2.1 At a Union Meeting, the Members shall decide by majority vote:

1. How large the Committee will be, within the limits stated in section 6.1;
2. Who shall be the Co-Presidents, Secretary, and Treasurer;
3. Whether Student, Associate, and Honorary Life Member Committee Members shall be appointed for that term.

6.3 Committee Member Terms

6.3.1 Officer Terms shall be for one year.

6.3.2 Committee Member Terms shall be for three years (With exceptions as stated below)

6.3.3 Persons cease to be Committee Members when:

1. They resign by giving written notice to the Committee.



2. They are removed as a result of final disciplinary action (see section 10).
3. They are removed by two-thirds majority vote of the Union at a Union Meeting.
4. Their Term expires.

6.3.4 Persons may cease to be Officers under the same terms as contained in 6.3.3.

6.3.5 Cessation of an Officer's Term or failure to be re-elected to an Officer Position does not affect the length of their Term as an elected Committee Member, so long as they have not otherwise been removed from the Committee or Union.

6.3.6 If a person ceases to be a Committee Member and/or Officer, that person must within one month give to the Committee all Union documents, accounts, and property pertaining to their role.

6.3.7 Committee Members shall be limited to a maximum of two consecutive terms (term length is defined in 6.3.2). They may stand again only after one term has passed where they are not on the committee.

6.4 Nomination of Committee Members

6.4.1 Nominations for members of the Committee shall be called for at least 28 days before an Annual General Meeting. Each candidate shall be proposed and seconded in writing (including electronically) by two Members (one proposer, one seconder) and nominations delivered to the Secretary. Nominations shall close at 5pm on the seventh day before the Annual General Meeting. All retiring members of the Committee shall be eligible for re-election, but shall not be assumed to be standing without formal nomination.

6.4.2 If the position of any Officer becomes vacant between Annual General Meetings, the Committee may appoint another existing Committee Member to fill that vacancy until the next Annual General Meeting.

6.4.3 If any Committee Member is absent from three consecutive meetings without leave of absence the Officers may declare that person's position to be vacant.

6.4.4 If the position of any Committee Member becomes vacant between Annual General Meetings, the Committee may appoint another Union Member to fill that vacancy until the next Annual General Meeting. Committee Members thereby appointed are not eligible to be appointed as Officers. Student, Associate, and Honorary Life Committee Members may not be appointed by the Committee and can only be elected by vote of their constituencies at an Annual General Meeting.

6.4.5 No more than one less than a majority of total committee members at any stage may be appointed as per clause 6.4.4 in any given year.

6.5 Role of the Committee

6.5.1 Subject to the rules of the Union ("The Rules"), the role of the Committee is to:

1. Administer, manage, and control the Union;
2. Carry out the purposes of the Union, and use money or other assets to do that;
3. Manage the Union's financial affairs, including approving the annual financial statements for presentation to the Members at the Annual General Meetings;
4. Set accounting policies in line with generally accepted accounting practice



5. Delegate responsibility and co-opt members where necessary
6. Ensure that all Members follow the Rules;
7. Decide how a person becomes a Member, and how a person stops being a Member;
8. Decide the times and dates for Meetings, and set the agenda for Meetings;
9. Decide the procedures for dealing with complaints;
10. Set Membership fees, including subscriptions and levies;
11. Make regulations.

6.5.2 The Committee has all of the powers of the Union, unless the Committee's power is limited by these Rules, or by a majority decision of the Union.

6.5.3 All decisions of the Committee shall be by a majority vote.

6.5.4 Decisions of the Committee bind the Union, unless the Committee's power is limited by these Rules or by a majority decision of the Union.

6.6 Roles of Committee Members

6.6.1 The Co-Presidents are responsible for:

1. Ensuring that the Rules are followed;
2. Convening Meetings and establishing whether or not a quorum (half of the Committee) is present;
3. Chairing Meetings, deciding who may speak and when;
4. Overseeing the operation of the Union;
5. Providing a report on the operations of the Union at each Annual General Meeting.
6. Co-Presidents shall, as much as is practical, alternate in Chairing Meetings and otherwise equally share their responsibilities.

6.6.2 The Secretary is responsible for:

1. Recording the minutes of Meetings;
2. Keeping the Register of Members;
3. Holding the Union's records, documents, and books except those required for the Treasurer's function;
4. Receiving and replying to correspondence as required by the Committee;
5. Forwarding the annual financial statements for the Union to the Registrar of Incorporated Societies upon their approval by the Members at an Annual General Meeting.
6. Advising the Registrar of Incorporated Societies of any rule changes;

6.6.3 The Treasurer is responsible for:

1. Keeping proper accounting records of the Union's financial transactions to allow the Union's financial position to be readily ascertained;
2. Preparing annual financial statements for presentation at each Annual General Meeting. These statements should be prepared in accordance with the Societies' accounting policies (see 15).
3. Providing a financial report at each Annual General Meeting;



4. Providing financial information to the Committee as the Committee determines.

6.7 Committee Meetings

6.7.1 Committee meetings may be held in person, as well as via video or telephone conference, or other formats as the Committee may decide;

6.7.2 No Committee Meeting may be held unless more than half of the Committee Members attend;

6.7.3 The Co-Presidents shall chair Committee Meetings, or if both Co-Presidents are absent, the Committee shall elect a Committee Member to chair that meeting;

6.7.4 Decisions of the Committee shall be by majority vote;

6.7.5 Only Committee Members present at a Committee Meeting (either in person or via remote and real-time means) may vote at that Committee Meeting.

6.7.6 Subject to these Rules, the Committee may regulate its own practices;

6.7.7 The Chair/President or their nominee shall adjourn the meeting if necessary.

6.7.8 Adjourned Meetings: If within half an hour after the time appointed for a meeting a quorum is not present the meeting, if convened upon requisition of members, shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the Chair/President/ of the Union, and if at such adjourned meeting a quorum is not present the meeting shall be dissolved without further adjournments. The Chair/President may with the consent of any Union Meeting adjourn the same 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.

6.8 Removal of Committee Members

6.8.1 Any Officer or Committee Member not performing their duties in a satisfactory manner, who fails to report a substantive conflict of interest affecting their duties or eligibility for Full Membership, or who misappropriates union funds may, at a meeting of the committee convened for the purpose, be removed from office or position by a two third majority vote of the committee.

6.8.2 The Officer or member concerned must have received an account in writing of the reasons for the contemplated dismissal and given the opportunity to address the meeting on the question.

6.8.3 Any Officer or member so removed shall have right of appeal to the Annual General Meeting and if their appeal is upheld the meeting shall have the power to reinstate the Officer or member to their position.



7.0 Union membership

7.1 Full Membership Eligibility

7.1.1 Subject to other provisions in these rules, persons eligible for membership shall be:

7.1.1.1 any person in New Zealand, or who works overseas for any New Zealand organisation or entity, and who qualifies under one or more of the conditions set out in this rule, shall be eligible to become a member. They include workers employed or engaged to be employed in:

- A. technical roles in any organisation,
- B. In any role within an organisation that is technology focused.
- C. Roles within technology focused groups within any organisation

7.1.1.2 At the discretion of the committee, individual independent contractors or groups of independent contractors contracted in one or more of the areas listed above.

7.1.1.3 Other workers at the discretion of the committee.

7.2 Eligibility for Other Membership Categories

7.2.1 Honorary life members: Persons who have been members of the union in aggregate for at least 15 years, and are granted honorary life membership status by the Committee at their discretion.

7.2.2 Associate Members: The Union may grant associate membership to any person not otherwise entitled to membership if they support the objects of the union, or any person otherwise eligible for full membership who does not wish to be represented in collective bargaining.

7.2.3 Student Membership: The Union may grant student membership to any person 16 or older who is engaged in, or has completed within the previous two years, full time study in a nationally accredited education institution or program where the person has an interest in or, as a consequence of their study, will be qualified to be employed in any of the industries described in subclause (1) of this rule. Part-time students and interns may join as Student Members at the discretion of the Committee.

7.3 Concurrent Membership

7.3.1 Members may belong to another union concurrently with their membership of the union.

7.4 Rights and Responsibilities of Membership

7.4.1 All Members (and Committee Members) shall promote the purposes of the Union and shall do nothing to bring the Union into disrepute.

7.4.1 Full Members will have full voting rights for all ordinary Committee positions and proposed changes to the Rules of the Union.

7.4.2. Persons eligible for Full Membership may choose to join as Associate Members (clause 7.2.2) and thereby exempt themselves from collective bargaining rights. Associate Members



shall pay Associate Dues and may only vote in the election of the Associate Committee Member.

7.4.3 Persons elected by the Committee as Honorary Life Members

(see clause 7.2.1) shall be considered members for the span of their natural life, but may choose to continue as Full or Associate Members, paying any applicable dues (as discussed in section 12 below) and retain the voting rights thereby. Honorary Life Members are otherwise only eligible to vote for the election of Honorary Life Committee Members.

7.4.3 Student Members shall pay Student Dues (if relevant) and be eligible to vote for the election of the Student Committee Member.

7.4.4 The above clauses aside, all Members have all other rights and responsibilities set out in these Rules, and shall be required to abide by them as a condition of their Membership.

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8.0 Admission of Members

8.1 To become a Member, a person (“the Applicant”) must:

1. Complete an application form; and
2. Supply any other information the Committee requires that is pertinent to Membership; and
3. Declare any potential serious conflicts of interest with the Union and its objectives, subject to immediate expulsion if they are found to have concealed such; and
4. Pay dues as set by the Committee.

8.2 The Committee may interview the Applicant when it considers Membership applications.

8.3 The Committee shall have complete discretion when it decides whether or not to allow the Applicant become a Member. The Committee shall advise the Applicant of its decision, and that decision shall be final.

9.0 The Register of Members

9.1 The Secretary shall keep a register of Members (“the Register”), which shall contain:

- a) Member’s names,
- b) The postal and electronic addresses and telephone numbers of all Members, (which may be either residential or workplace addresses);
- c) The dates at which they became Members.
- d) The category of membership the member belongs to;
- e) The job title, course of study, occupation, or other position of the member;

Demographic data may be voluntarily provided for the purpose of promoting equal employment opportunities for members, but is not required.

9.2 If a Member’s contact details change, that Member shall give the new postal or email address or telephone number to the Secretary.

9.3 Each Member shall provide such other details as the Committee requires.

9.4 The Register of Members and all details contained within shall not be made available to Members in general or any other third party except as necessary for the work and objectives of the Union as defined by the Committee, or as legally required.



10.0 Cessation of Membership

10.1 Any Member may resign by giving written notice to the Secretary.

10.2 Members shall be considered to have resigned their membership if they cease to pay outstanding dues as set by the Committee without notification, and, following communication from the Committee and a grace period of not less than three months, do not provide an explanation or settle payment.

10.3 Members shall be considered to have resigned their membership if they cease to become eligible for membership under clause 7.2, and, after a period of two years following this, do not either become eligible again under this clause or seek an exemption from the Committee to remain under subclause 7.1.1.3.

10.3 Membership may also be terminated in the following way:

1. If, for any reason whatsoever, the Committee is of the view that a Member has breached, or is in breach of, the Rules, is behaving in a manner that is seen as Harassment or Abuse, or acting in a manner inconsistent with the purposes of the Union, the Committee may give written notice of this to the Member (“the Committee’s Notice”). The Committee’s Notice must:
 1. Explain how the Member is breaching the Rules or acting in a manner inconsistent with the purposes of the Union;
 2. State what the Member must do in order to remedy the situation; or state that the Member must write to the Committee giving reasons why the Committee should not terminate the Member’s Membership.
 3. State that if, within 14 days of the Member receiving the Committee’s Notice, the Committee is not satisfied, the Committee may in its absolute discretion immediately terminate the Member’s Membership.
 4. State that if the Committee terminates the Member’s Membership, the Member may appeal to the Committee.
2. Fourteen days after the Member received the Committee’s Notice, the Committee may in its absolute discretion by majority vote terminate the Member’s Membership by giving the Member written notice (“Termination Notice”), which takes immediate effect. The Termination Notice must state that the Member may appeal to the Committee at the next Meeting by giving written notice to the Secretary (“Member’s Notice”) within 14 days of the Member’s receipt of the Termination Notice.
3. If the Member gives the Member’s Notice to the Secretary, the Member will have the right to be fairly heard at a Committee Meeting held within the following 28 days. If the Member chooses, the Member may provide the Secretary with a written explanation of the events as the Member sees them (“the Member’s Explanation”), and the Member may require the Secretary to give the Member’s Explanation to the rest of the Committee within 7 days of the Secretary receiving the Member’s Explanation. If the Member is not satisfied that the other Committee Members have had sufficient time to consider the Member’s Explanation, the Member may defer his or her right to be heard until the following Committee Meeting.
4. Following the Member’s appeal to the Committee, their decision shall be final.



11.0 Money and other assets of the Union

11.1 Use of Money and Other Assets

11.1.1 The Union may only Use Money and Other Assets if:

1. It is for a purpose of the Union;
2. It is not for the sole personal or individual benefit of any Member; and
3. That Use has been approved by either the Committee or by majority vote of the Union.

12.0 Joining Fees, Subscriptions and Levies

12.1. Subject to the approval of the Annual General Meeting or a majority of members casting votes in an electronic ballot the Committee shall set fees for all members at a sufficient rate to ensure the financial viability of the Union, and to enable the Union to meet all commitments as required by the decisions of the Annual General Meeting.

12.2 If any Member does not pay a Subscription or levy by the date set by the Committee or the Union, the Secretary will give written notice that, unless the arrears are paid by a nominated date, the Membership will be terminated. After that date, the Member shall (without being released from the obligation of payment of any sums due to the Union) have no Membership rights and shall not be entitled to participate in any Union activity.

13.0 Additional Powers

13.1 The Union may:

1. Employ people for the purposes of the Union;
2. Exercise any power a trustee might exercise;
3. Invest in any investment that a trustee might invest in;
4. Borrow money and provide security for that if authorised by Majority vote at any Union Meeting.

14.0 Financial Year

14.1 The financial year of the Union begins on June 1st of every year and ends on May 31 of the next year.

15.0 Assurance on the Financial Statements

15.1 The Union shall, not less frequently than every second year or more frequently at the Committee's discretion as required, appoint an accountant to review the annual financial statements of the Union ("the Reviewer").



15.2 The Reviewer shall conduct an examination with the objective of providing a report that nothing has come to the Reviewer's attention to cause the Reviewer to believe that the financial information is not presented in accordance with the Union's accounting policies.

15.3 The Reviewer must be a suitably qualified person, preferably a member of the New Zealand Institute of Chartered Accountants, and must not be a member of the Committee, or an employee of the Union.

15.4 If the Union appoints a Reviewer who is unable to act for some reason, the Committee shall appoint another Reviewer as a replacement.

15.5 The Committee is responsible to provide the Reviewer with:

1. Access to all information of which the Committee is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters
2. Additional information that the reviewer may request from the Committee for the purpose of the review; and
3. Reasonable access to persons within the Union from whom the reviewer determines it necessary to obtain evidence.

16.0 Conduct of meetings

16.1 Union Meetings

16.1.1 A Union Meeting is either an Annual General Meeting or a Special General Meeting.

16.1.2 The Annual General Meeting shall be held once every year no later than five months after the Union's balance date. The Committee shall determine when and where the Union shall meet within those dates.

16.1.3 Special General Meetings may be called by the Committee. The Committee must call a Special General Meeting if the Secretary receives a written request signed by at least 10% of the Members.

16.1.4 The Secretary shall:

1. Give all Members at least 14 days Written Notice of the business to be conducted at any Union Meeting
2. Additionally, the Secretary will provide, as appropriate:
 1. A copy of the Chair/President's Report on the Union's operations and of the Annual Financial Statements as approved by the Committee,
 2. A list of Nominees for the Committee, and information about those Nominees if it has been provided. (The Secretary must not provide Members with information exceeding one side of an A4 sheet of paper per Nominee)
 3. Notice of any motions and the Committee's recommendations about those motions.
 4. If the Secretary has sent a notice to all Members in good faith, the Meeting and its business will not be invalidated simply because one or more Members do not receive the notice.



16.1.5 All Members may attend Union Meetings.

16.1.6 Only Full members may vote at Union meetings

16.1.7 No Union Meeting may be held unless at least 10 % of eligible Members are represented through attendance or nominated proxy. (This will constitute a quorum.)

16.1.8 All Union Meetings shall be Chaired by a Co-President. If both Co-Presidents are absent, the Union shall elect another Committee Member to Chair that meeting.

16.1.9 On any given motion at a Union Meeting, the Chair shall in good faith determine whether to vote by:

1. Voices;
2. Show of hands; or
3. Secret ballot.

16.1.10 However, if any Member demands a secret ballot before a vote by voices or show of hands has begun, voting must be by secret ballot. At the discretion of the Chair upon the request of any Member present, a secret ballot may be held to confirm the results of a voice vote or show of hands.

16.1.11 The business of an Annual General Meeting shall be:

1. Receiving any minutes of the previous Union's Meeting(s);
2. The Chair/President's report on the business of the Union;
3. The Treasurer's report on the finances of the Union, and the Annual Financial Statements;
4. Election of Committee Members;
5. Motions to be considered;
6. General business.

16.1.12 The Chair or their nominee shall adjourn the meeting if necessary.

16.1.13 Adjourned Meetings: If within half an hour after the time appointed for a meeting a quorum is not present the meeting, if convened upon requisition 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 Union, and if at such adjourned meeting a quorum is not present the meeting shall be dissolved without further adjournments. The Chair may with the consent of any Union Meeting adjourn the same 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.

17.0 Motions at Union Meetings

17.1 Any Member may request that a motion be voted on ("Member's Motion") at a particular Union Meeting, by giving written notice to the Secretary at least 28 days before that meeting. The Member may also provide information in support of the motion ("Member's Information").



The Committee may in its absolute discretion decide whether or not the Union will vote on the motion. However, if the Member's Motion is signed by at least 25% of eligible Members:

1. It must be voted on at the Union Meeting chosen by the Member; and
2. The Secretary must give the Member's Information to all Members at least 14 days before the Union Meeting chosen by the Member; or
3. If the Secretary fails to do this, the Member has the right to raise the motion at the following Union Meeting.

17.2 The Committee may also decide to put forward motions for the Union to vote on ("Committee Motions") which shall be suitably notified.

18.0 Collective Bargaining

18.1. The Union may enter into collective agreements/contracts with any employer or employers relating to any matter affecting members of the Union. No such agreement (other than a collective contract made with all parties present, in conciliation) shall be made until a meeting of the members covered by the agreement have carried a resolution by majority in favour of its proposed terms. The Committee shall have the authority to enter into any other legal agreements.

18.2 Secret Ballots

18.2 Where required by law to conduct a secret ballot before strike action related to bargaining for a collective agreement may proceed, the following provisions shall apply:

- a. The question to be voted on in the secret ballot is whether the member of the union is in favour of the strike.
- b. The result of the ballot is determined by a simple majority of the members who are entitled to vote and who do vote.
- c. As soon as is reasonably practicable after the conclusion of the secret ballot the members who were entitled to vote must be notified of the result of the ballot.

19.0 Common seal

19.1 The Committee shall provide a common seal for the Union and may from time to time replace it with a new one.

19.2 The Secretary shall have custody of the common seal, which shall only be used by the authority of the Committee. Every document to which the common seal is affixed shall be signed by the Co-Presidents and countersigned by the Secretary or a member of the Committee.



20.0 Altering the Rules

20.1 The Union may alter or replace these Rules at a Union Meeting by a resolution passed by a two-thirds majority of those Members present and voting.

20.2 Any proposed motion to amend or replace these Rules shall be signed by either:

A. a majority of the committee

Or

B. at least 33% of eligible Members

and given in writing to the Secretary at least 28 days before the Union Meeting at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal.

20.3 At least 14 days before the General Meeting at which any Rule change is to be considered the Secretary shall give to all Members written notice of the proposed motion, the reasons for the proposal, and any recommendations the Committee has.

20.4 When a Rule change is approved by a General Meeting no Rule change shall take effect until the Secretary has filed the changes with the Registrar of Incorporated Societies.

20.5 Members are not eligible to propose or vote on amendments or replacements to Rules until they have been a Member in good standing of the Union for a period of not less than four months. Proposing Members must still be Members in good standing at the time the proposal is voted on, or another Member must assume responsibility for the proposal.

21.0 Bylaws to govern the Union

21.1 The Committee may from time-to-time make, alter or rescind bylaws for the general management of the Union, so long as these are not repugnant to these rules or to the provisions of law. All such bylaws shall be binding on members of the Union. A copy of the bylaws for the time being, shall be available for inspection by any member on request to the Secretary.

22.0 Amalgamation

The union may be amalgamated with another union or other organisation by a resolution to that effect passed in a ballot of the members of the union by a two thirds majority vote of all members entitled to vote and voting. The procedure for amalgamation shall be determined by the committee and shall include:

- a) a process for the separate memberships of unions or other organisations to become a common membership of one union or other organisation;
- b) a process for the separate properties and incomes of the unions or other organisations to become common to the one union or organisation;
- c) the protection of any benefits to the union or its members or its staff as party to any contract, whether of employment, of any other nature, or as the beneficiary of any trust; and
- d) the protection of the democratic rights of union members



23.0 Winding up

23.1 Other than amalgamation, the union may also be wound up voluntarily if:

23.2.1 A special ballot of members of the union passes a resolution requiring the union to be wound up for the purposes of amalgamation, and

23.2.2 That resolution is confirmed by a further special ballot of members of the union held not earlier than 30 days after the date on which the result of the first special ballot is declared.

23.2.3 If the Union is wound up other than for the purposes of an amalgamation:

1. The Union's debts, costs and liabilities shall be paid;
2. Surplus Money and Other Assets of the Union may be disposed of:
 1. By resolution; or
 2. According to the provisions in the Incorporated Societies Act 1908; but
3. No distribution may be made to any Member;
4. The surplus Money and Other Assets shall be distributed to:
 1. Such other body or entity (or more than one of them) having objects similar to the objects of the union as may be determined by the committee in office at the time of the passing of the resolution for winding up
 2. If there is no other body or entity having objects similar to the objects of the union to whom the balance of the assets may be distributed, then the assets shall be distributed to some other charitable organisation or purpose within New Zealand.



Definitions

27.0 Definitions and Miscellaneous matters

27.1 In these Rules:

1. "Majority vote" means a vote made by more than half of the Members who are present at a Meeting and who are entitled to vote and voting at that Meeting upon a resolution put to that Meeting.
2. "Money or Other Assets" means any real or personal property or any interest therein, owned or controlled to any extent by the Union.
3. "Union Meeting" means any Annual General Meeting, or any Special General Meeting, but not a Committee Meeting.
4. "Use Money or Other Assets" means to use, handle, invest, transfer, give, apply, expend, dispose of, or in any other way deal with, Money or Other Assets.
5. "Written Notice" means communication by post, electronic means (including email, and website posting), or advertisement in periodicals, or a combination of these methods.
6. It is assumed that
 1. Headings are a matter of reference and not a part of the rules
7. Matters not covered in these rules shall be decided upon by the Committee.
8. For the purposes of the Committee's decisions regarding harassment and abuse, "Harassment" includes, but is not limited to:
 - Inappropriate comments regarding a person's lifestyle, lifestyle choices, or practices
 - Deliberate intimidation or antagonism
 - Exclusionary jokes or comments
 - Inappropriate and/or unwelcome sexual attention or physical contact
 - Sustained disruption of meetings, events, or online discussion
 - Continued direct communication of any sort after requests to cease (By the other party, or any officer)
 - Comments that reinforce social structures of domination (related to gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, religion, or national origin)
 - Threats or insinuations of violence
9. "Abuse" includes, but is not limited to:
 - Trolling, misdirection, and disrespectful use of resources and access
 - Acts of violence and intimidation, whether direct or indirect
 - Harassment or other abuse of another Member's friends, relatives, and/or co-workers
 - Doxxing (including sharing of personal or private information or media against someone's wishes)
 - Blackmail or attempted blackmail

