

Constitution rules

Introductory rules

Name

The name of the Society is Nurse Executives of Aotearoa (NEA) Incorporated (in these **Rules** referred to as '**NEA**').

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.

'**Hui a tau/Annual General Meeting**' means a meeting of the Full **Membership** of NEA held once per year which, among other things, will receive and consider reports on NEA's activities and finances.

'**Tangata hono/Associated Person**' means a person who:

- may obtain a financial benefit from any matter being dealt with by any **Mema/Member** (as an **Mema o te roopu whakahaere/Executive team Member**, or in any **Hui nui/General Meeting**, or otherwise for NEA) where that person is the spouse, civil union partner, de-facto partner, child, 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 an **Executive team Member**, or in any **General Meeting**, or otherwise for NEA) 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 an **Executive team Member**, or in any **General Meeting**, or otherwise for NEA) relates
- may be interested in the matter because NEA's constitution so provides.

but no such **Member** shall be deemed to have any such interest:

- if that **Member's** interest is the same or substantially the same as the benefit or interest of all or most other members of NEA 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 NEA'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.

'Heamana tuuru/Co-Chairs' means the **Executive team Members** responsible for, among other things, overseeing the governance and operations of NEA 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). **'The Te roopu whakahaere/Executive team'** means NEA's governing body.

'Executive team Member' means a member of the **Executive team**, including the Co-Chairs, Secretary, Treasurer and x4 regional leads.

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

'Matter' means (a) NEA'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 NEA.

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

'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.

'Register of Interests' means the register of interests of **Te roopu whakahaere/Executive team Members** kept under these **Rules**.

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

'Rules' means the rules in this document.

'Hōkeretaru/Secretary' means the **Te roopu whakahaere /Executive team Member**

responsible for, among other things, keeping the **Register of Members** (This is undertaken by Treasurer support and general administration support), the **Register of Interests**, and

recording the minutes of **General Meetings** and **Committee** meetings.

'Hui nui motuhake/Special General Meeting' means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

'Kaitiaki taonga/Treasurer' means the **Te roopu whakahaere /Executive team Member** responsible for, among other things, overseeing the finances of NEA.

Purposes

The primary purposes of NEA are to:

- Nurse Executives of Aotearoa (NEA) is a national organisation of current nurse leaders and developing nurse leaders, strategically positioned to influence the direction of nursing and health policy.

Our mission is to provide nursing leadership and develop nurse leaders who influence with wisdom, integrity, collaboration and vision, policy development and the provision of equitable health services to all people living in New Zealand, upholding the intent of Te tiriti o Waitangi.

NEA must not operate for the purpose of, or with the effect of:

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

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

- engages in trade,
- for matters that are incidental to the purposes of NEA, pays a **Member** of NEA 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 NEA or while pursuing NEA'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 NEA 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 NEA, or
- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of NEA.

No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by NEA 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.

Tikanga / Culture

The tikanga or culture of NEA is as follows:

- The position of chairperson is a joint role between a Māori full member and non-Māori full member
- NEA recognises Te Tiriti o Waitangi and intends to uphold the mana of the bicultural partnership in all its undertakings. NEA commits to working within a partnership model and in supporting the achievement of equity in health and nursing for Māori. Our membership recognizes that these improvements and actions contribute positively to health outcomes for all New Zealanders. The use of Te reo Māori me ōna tikanga is integral in demonstrating our commitment to our bicultural partnership, and these **Rules** shall be interpreted having regard to that tikanga or culture.

Act and Regulations

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

Registered office

The Registered Office of NEA shall be at such place in New Zealand as the Te roopu whakahaere /**Executive team** 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 Statute.

Power to borrow money

NEA does not have the power to borrow money.

Other powers

In addition to its statutory powers, NEA:

- 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, and
- may invest in any investment in which a trustee may lawfully invest.

Members

Minimum number of members

NEA shall maintain the minimum number of **Members** required by the **Act**.

Types of members

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

- **Mema/Member:** A **Member** is an individual or body corporate admitted to membership under these **Rules** and who or which has not ceased to be a **Member**. This includes Full and Associate Members
- **Mema ora/Life Member:** A Life **Member** is a person honoured for highly valued services to NEA elected as a Life **Member** by resolution of a **General Meeting** passed by a simple majority of those **Members** present and voting. A Life **Member** shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions.
- **Mema honore/Honorary Member:** An Honorary **Member** is a person honoured for services to NEA or in an associated field elected as an Honorary **Member** by resolution of a **General Meeting** passed by a simple majority of those present and voting. An Honorary **Member** has no membership rights, privileges, or duties.

(Recommendations for life or honorary membership will be considered and determined by the executive committee).

Becoming a member: consent

Submission of a CV indicates consent to becoming a Member.

Becoming a member: process

An applicant for full or associate membership must complete and sign any application form (This may be completed electronically), supply any information, or attend an interview, as required by the **Committee**.

The Te roopu whakahaere/**Executive team** may accept or decline an application for full membership, applications for associate membership sit with regional Chairs. The Te roopu whakahaere /**Executive team** must advise the applicant of its decision (but is not required to provide reasons for that decision).

Obligations and rights

Every **Member** shall provide NEA with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise NEA 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 NEA.

Other obligations and rights

All **Members** (including Te roopu whakahaere /**Executive team Members**) shall promote the interests and purposes of NEA and shall do nothing to bring NEA into disrepute.

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

Any **Member** that is a body corporate shall provide the **Secretary** with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at **General Meetings**.

The Te roopu whakahaere /**Executive team** 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 NEA, including any conditions of and fees for such access or use.

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).

Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 2 calendar month(s) 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 NEA's premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 2

months of the due date for payment of the subscription, any other fees, or levy the Te roopu whakahaere /**Executive team** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

Ceasing to be a member

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

- 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**.

Obligations on resignation

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

- remains liable to pay all subscriptions and other fees to NEA's next balance date,
- shall cease to hold himself or herself out as a **Member** of NEA, and
- shall return to NEA all material provided to **Members** by NEA (including any membership certificate, badges, handbooks, and manuals).
- shall cease to be entitled to any of the rights of a **Society Member**.

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 Te roopu whakahaere **/Executive team**.

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 Te roopu whakahaere **/Executive team**.

General meetings

Annual General Meetings

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

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 **Treasurer's** report on the finances of NEA, and the annual financial statements,
- set any subscriptions for the current financial year,
- consider any motions,
- consider any general business.

The Te roopu whakahaere **/Executive team** must, at each Annual General Meeting, present the following information:

- an annual report on the affairs of NEA during the most recently completed accounting period,
- the annual financial statements for that period, and
- notice of any disclosures of conflicts of interest made by the Te roopu whakahaere **/Executive team Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

Special General Meetings

Special General Meetings may be called at any time by the Te roopu whakahaere **/Executive team** by resolution. The Te roopu whakahaere **/Executive team** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 51 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 Te roopu whakahaere **/Executive team's** resolution or the written request by **Members** for the Meeting.

Procedure

The Te roopu whakahaere **/Executive team** shall give all **Members** at least 14 **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 40 percent of eligible financial **Members** attend. This will constitute a quorum. This may be achieved using virtual technology e.g. zoom, skype, teams etc.

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 Co-**Chair** of NEA, 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 one or both Co-Chairs. If both the co-**Chairs** are absent, the Secretary shall 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 any that **General Meeting** 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 chairperson 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.
- The Te roopu whakahaere /**Executive team** may put forward motions for NEA to vote on (**'Committee Motions'**), which shall be notified to Members with the notice of the **General Meeting**.
- Any **Member** may request that a motion be voted on (**'Member's Motion'**) at a **General Meeting**, by giving notice to the **Secretary** at least 14 **Clear Days** before that meeting. The **Member** may also provide information in support of the motion (**'Member's Information'**).

Minutes

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

Committee

Composition

The Te roopu whakahaere **/Executive team** will consist of 8 **Committee Members** who are:

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

The **Committee** will include:

- a **Māori Chair and non-Māori Chair**,
- a **Secretary** and a **Treasurer**, who may be the same person, and

4 other **Committee Members**.

Qualifications

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

The following persons are disqualified from being appointed or holding office as a Te roopu whakahaere **/Executive team Member**:

- a person who is under 16 years of age,
- a person who is an undischarged bankrupt,
- 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,
- a person who is disqualified from being a member of the Te roopu whakahaere **/Executive team** 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.

Election or appointment

The election of Te roopu whakahaere **/Executive team Members** shall be conducted as follows

- a. Te roopu whakahaere **/Executive team Members** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any Te roopu whakahaere **/Executive team Member** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the Te roopu whakahaere **/Executive team** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a Te roopu whakahaere **/Executive team Member** by these **Rules** or the **Act**).
- b. A candidate's written nomination, accompanied by the written consent of the nominee (who must be a financial member) with a certificate that the nominee is not disqualified from being appointed or holding office as a Te roopu whakahaere **/Executive team Member** by these **Rules** or the **Act**, shall be received by the **Secretary** at least 30 **Clear Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.
- c. Votes shall be cast in such a manner as the person chairing the Meeting determines. In the event of any vote being tied, the tie shall be resolved by the

incoming Te roopu whakahaere **/Executive team** (excluding those in respect of whom the votes are tied).

d. Two **Members** (who are not nominees) or non-**Members** appointed by the co-**Chairs** shall act as scrutineers for the counting of the votes and destruction of any voting papers.

e. The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.

f. In the event of any vote being tied, the tie shall be resolved by the incoming Te roopu whakahaere **/Executive team** (excluding those in respect of whom the votes are tied).

Term

The term of office for all Te roopu whakahaere **/Executive team Members** shall be 2 year(s), expiring at the end of the **Annual General Meeting** In the year corresponding with the last year of each Te roopu whakahaere **/Executive team Member's** term of office.

No / Te roopu whakahaere **Executive team Member** shall serve for more than 2 consecutive terms.

No Co-**Chairs** shall serve for more than 4 consecutive years as co-**Chairs**.

Removal

Where a complaint is made about the actions or inaction of a Te roopu whakahaere **/Executive team Member** (and not in the Te roopu whakahaere **/Executive team Member's** capacity as a Member of NEA) the following steps shall be taken:

- The Te roopu whakahaere **/Executive team Member** who is the subject of the complaint, must be advised of all details of the complaint.
- The Te roopu whakahaere **/Executive team Member** who is the subject of the complaint, must be given adequate time to prepare a response.
- The complainant and the Te roopu whakahaere **/Executive team 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 Te roopu whakahaere **/Executive team** (excluding the Te roopu whakahaere **/Executive team 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 Te roopu whakahaere **/Executive team** (excluding the Te roopu whakahaere **/Executive team Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the Te roopu whakahaere **/Executive team** (excluding the Te roopu whakahaere **/Executive team Member** who is the subject of the complaint).

If the complaint is upheld the Te roopu whakahaere **/Executive team Member** may be removed from the Te roopu whakahaere **/Executive team** by a resolution of the

Committee or of a **General Meeting**, in either case passed by a simple majority of those present and voting.

Cessation of Committee membership

An Te roopu whakahaere **/Executive team Member** shall be deemed to have ceased to be a Te roopu whakahaere **/Executive team Member** if that person ceases to be a **Member**.

Each Te roopu whakahaere **/Executive team Member** shall within 30 **Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of NEA held by such former Te roopu whakahaere **/Executive team Member**.

Functions

From the end of each **Annual General Meeting** until the end of the next, NEA shall be governed by the Te roopu whakahaere **/Executive team**, which shall be accountable to the **Members** for the advancement of NEA's purposes and the implementation of resolutions approved by any **General Meeting**.

Officers' duties Mandatory

At all times each Te roopu whakahaere **/Executive team Member**:

- a. shall act in good faith and in what he or she believes to be the best interests of NEA,
- b. must exercise all powers for a proper purpose,
- c. must not act, or agree to NEA acting, in a manner that contravenes the Statute or this Constitution,
- d. when exercising powers or performing duties as a Te roopu whakahaere **/Executive team 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 NEA, the nature of the decision, and the position of the Te roopu whakahaere **/Executive team Member** and the nature of the responsibilities undertaken by him or her,
- e. must not agree to the activities of NEA being carried on in a manner likely to create a substantial risk of serious loss to NEA or to NEA's creditors, or cause or allow the activities of NEA to be carried on in a manner likely to create a substantial risk of serious loss to NEA or to NEA's creditors, and
- f. must not agree to NEA incurring an obligation unless he or she believes at that time on reasonable grounds that NEA will be able to perform the obligation when it is required to do so.

Powers

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

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

Sub-committees

The Te roopu whakahaere **/Executive team** may appoint sub-groups consisting of such persons (whether or not **Members** of NEA) and for such purposes as it thinks fit. Unless otherwise resolved by the Te roopu whakahaere **/Executive team**:

- the quorum of every sub-group is half the members of the sub-group,
- no sub-group shall have power to co-opt additional members,
- a sub-group must not commit NEA to any financial expenditure without express authority, and
- a sub-group must not further delegate any of its powers.

General issues

The Te roopu whakahaere **/Executive team** and any sub-group may act by resolution approved in the course of a telephone conference call 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 Te roopu whakahaere **/Executive team** meeting.

Other than as prescribed by the **Act** or these **Rules**, the Te roopu whakahaere **/Executive team** 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 Te roopu whakahaere **/Executive team** 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**.

Conflicts of interest

A member of the Te roopu whakahaere **/Executive team** and/or of a sub-group is interested in a matter if the member of the Te roopu whakahaere **/Executive team** and/or sub-group:

- a. may obtain a financial benefit from the matter; or
- b. is the spouse, civil union partner, de facto partner, child, 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 Te roopu whakahaere **/Executive team** and/or sub-group, 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 Te roopu whakahaere **/Executive team** and/or sub-group is not interested in a matter—

- a. merely because the member of the Te roopu whakahaere **/Executive team** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
- b. if the member of the Te roopu whakahaere **/Executive team**'s and/or sub-group 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 Te roopu whakahaere **/Executive team**'s and/or sub-group's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the Te roopu whakahaere **/Executive team** in carrying out the member of the Te roopu whakahaere **/Executive team**'s and/or sub-groups responsibilities under the **Act** or the **Rules**; or
- d. if the member of the Te roopu whakahaere **/Executive team** and/or sub-committee is a member of the committee of a union and the member of the Te roopu whakahaere **/Executive team**'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 Te roopu whakahaere **/Executive team** and/or sub-group who is interested in a matter relating to NEA 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 Te roopu whakahaere **/Executive team** and/or sub-committee; and
- b. in an interests register kept by the Te roopu whakahaere **/Executive team**.

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

A member of the Te roopu whakahaere **/Executive team** and/or sub-group who is interested in a matter—

- a. must not vote or take part in the decision of the Te roopu whakahaere **/Executive team** and/or sub-group 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 Te roopu whakahaere **/Executive team** and/or sub-group relating to the matter and be present at the time of the decision of the **Executive team** and/or sub-committee (unless the **Executive team** and/or sub-group decides otherwise).

However a member of the Te roopu whakahaere **/Executive team** and/or sub-group 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 Te roopu whakahaere **/Executive team 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-group are prevented from voting on a matter because they are interested in that matter, the Te roopu whakahaere **/Executive team** shall consider and determine the matter.

Executive team meetings

Frequency

The Te roopu whakahaere **/Executive team** shall meet at least monthly (but need only meet once in the December-January period) 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 Co-Chairs or **Secretary**.

Procedure

The quorum for Te roopu whakahaere **/Executive team** meetings is at least half the number of Te roopu whakahaere **/Executive team** Members.

Records

Register of members

The Treasurer and Executive support administrators 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**.

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
- the date the **Member** became a **Member**,
- Position title, and organisation
- whether the **Member** is financial or unfinancial

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

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 Te roopu whakahaere /**Executive team 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.

Register of interests

The **Secretary** shall at all times maintain an up-to-date register of the interests disclosed by Te roopu whakahaere /**Executive team Members**.

Access to other information

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

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

NEA must, within a reasonable time after receiving a request:

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

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

- 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 NEA 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 NEA, 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 NEA 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 NEA 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 NEA—

- 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 1993.

Finances

Control and management

The funds and property of NEA shall be:

- controlled, invested, and disposed of by the Te roopu whakahaere **/Executive team**, subject to these **Rules**, and
- devoted solely to the promotion of the purposes of NEA.

No review or audit of the annual financial statements is required unless a review or audit is requested by 5% of the membership at any properly convened society meeting

Balance date

NEA's financial year shall commence on 01/07 of each year and end on 30/06 (the latter date being NEA's balance date).

Dispute resolution

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 Te roopu whakahaere **/Executive team**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to NEA's activities.

The complainant raising a grievance or complaint, and the Te roopu whakahaere **/Executive team**, 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.

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 disputes 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 Te roopu whakahaere **/Executive team** may:

- appoint a sub-group 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 Te roopu whakahaere **/Executive team** or any such sub-group 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 NEA).

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

- The complainant and the **Member**, or NEA which is the subject of the grievance, must be advised of all details of the grievance.
- The **Member**, or NEA which is the subject of the grievance, must be given an adequate time to prepare a response.
- The complainant and the **Member**, or NEA 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 Te roopu whakahaere /**Executive team 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 NEA 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.

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 NEA 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 NEA's reasonable costs in dealing with a complaint.

Winding up

Process

NEA 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 NEA, 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 Te roopu whakahaere /**Executive team** in respect to such notice of motion.

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

Surplus assets

If NEA 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 NEA, its surplus assets after payment of all debts, costs and liabilities shall be vested in The College of Nurses Aotearoa (NZ) Inc.

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

Alterations to the Rules

Amending these Rules

NEA may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.

Any proposed motion to amend or replace these **Rules** shall be signed by at least 51 per cent of eligible **Members** and given in writing to the **Secretary** at least 30 **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 Te roopu whakahaere **/Executive team** 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.

Other

Common seal

If required, the common seal of NEA must be kept in the custody of:

the **Secretary**

The common seal may be affixed to any document:

- a. by resolution of the Te roopu whakahaere **/Executive team**, and must be countersigned by two Te roopu whakahaere **/Executive team Members** or by one **Committee Member** and: Chairperson
- b. by such other means as the Te roopu whakahaere **/Executive team** may resolve from time to time.

Contact person

NEA's Contact Officer must be:

- At least 18 years of age, and
- A Te roopu whakahaere **/Executive team** Member, and
- At all times be resident in New Zealand, and
- Not disqualified under the Statute from holding that office

and shall be the Treasurer

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 NEA becoming aware of the change.

Bylaws

The Te roopu whakahaere /**Executive team** 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**.

Approved by authorised officers

Michael McIlhone, Co-Chair and Treasurer

Date: 3 March 2022



Christine Kerr, Secretary

Date: 3 March 2022



Brenda Close, Co-Chair

Date 4 March 2022

