



Constitution and Rules of Raise the Bar Hospitality Union Incorporated

Introductory rules

1. Name

1.1. The name of the Union is Raise the Bar Hospitality Union Incorporated (in these **Rules** referred to as the '**Union**').

2. Definitions

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

- a) '**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.
- b) '**Annual General Meeting**' means a meeting of the **Members** of the **Union** held once per year which, among other things, will receive and consider reports on the **Union's** activities and finances.
- c) '**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 **Union**) 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 a **Committee Member**, or in any **General Meeting**, or otherwise for the **Union**) 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 **Union**) relates
 - may be interested in the matter because the Union'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 **Union** 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 **Union'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.
- d) **'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).
- e) **'Committee'** means the **Union's** governing body.
- f) **'Committee Member'** means a member of the **Committee**, including the **Leader, Secretary** and **Treasurer**.
- g) **'Co-Leader'** means one of two **Committee Members** responsible for, among other things, overseeing the governance and operations of the **Union** and chairing **General Meetings**.
- h) **'Deputy Leader'** means the **Committee Member** elected or appointed to deputise in the absence of the **Leader**.
- i) **'General Meeting'** means either an **Annual General Meeting** or a **Special General Meeting** of the **Union**.
- j) **'Leader'** means the **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Union** and chairing **General Meetings**.
- k) **'Matter'** means:
- (a) the **Union'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 **Union**.
- l) **'Member'** means a person properly admitted to the **Union** who has not ceased to be a member of the **Union**.
- m) **'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.
- n) **'Register of Interests'** means the register of interests of **Committee Members** kept under these **Rules**.
- o) **'Register of Members'** means the register of **Members** kept under these **Rules**.
- p) **'Rules'** means the rules in this document.



- q) **'Secretary'** means the **Committee Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Committee** meetings.
- r) **'Solidarity Member'** means a person properly admitted to the **Union** who has not ceased to be an **Solidarity Member** of the **Union**, but does not qualify as a **Member** under these **Rules**.
- s) **'Special General Meeting'** means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.
- t) **'Treasurer'** means the **Committee Member** responsible for, among other things, overseeing the finances of the **Union**.

3. **Objects**

3.1. The primary objects of the **Union** are to:

- a) promote **Members'** collective employment interests;
- b) bargain for higher wages across the hospitality sector;
- c) offer services for hospitality workers to receive advice and representation from lawyers or legal advocates working in employment law;
- d) improve the working conditions and lives of hospitality workers throughout Aotearoa; and
- e) do anything necessary or helpful to achieving the above objects.

3.2. The **Union** must not operate for the purpose of, or with the effect of:

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

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

- i. engages in trade,
- ii. for matters that are incidental to the objects of the **Union**, pays a **Member** of the **Union** 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,
- iii. reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Union** or while pursuing the **Union's** objects,
- iv. provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
- v. pays a **Member** a salary or wages or other payments for services to the **Union** 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),

- vi. pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Union**, or
- vii. provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the objects of the **Union**.

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

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

4. **Tikanga / Culture**

4.1. The tikanga or culture of the **Union** is as follows:

- a) The **Union** bases its campaign mahi on collective tikanga from Te Ao Māori (the Māori world) that can be implemented cross-culturally so as to honour both Māori representation in the hospitality sector and the wide range of cultural backgrounds across the industry.
- b) **Collective tikanga** (guiding values). Whakapapa connects you to people both living and dead. Everyone has ancestors, and everyone has a history. We need to honour and remember this.
- c) **Whakapapa** is about understanding what other people have done in the mahi you are undertaking and recognising this in everything you do. We need to understand where those around you come from so you can honor their history and hikoi.
- d) **Rangatiratanga** is about leadership and weaving ideas, people and kaupapa (principles) together and recognising that people have agency over their own lives. Therefore, they should have agency over decisions that impact them and their whānau. People and whole communities (in this case hospitality workers) are experts of their own lives and as such, their voices should always be centred in the mahi we undertake.
- e) **Manaakitanga** means to welcome people with respect and to engage in continuous efforts to be open and generous. Manaakitanga is also about mana and utu which, in part, is fostered by creating tools for people to collectively uplift themselves. If you run a campaign that hurts the very people you are meant to be uplifting, then you have lost your mana by disempowering others. It is vital to recognise that people have different



strengths and come from different walks of life and to meet them with aroha and an open heart.

- f) **Wairuatanga** is about looking after our whole selves and nourishing the mauri (spirit) so that we can continue the organising mahi we are undertaking. By engaging in wairuatanga/self-care, we ensure that we come to our mahi happy and healthy. Wairuatanga is also about knowing our power and tapping into it and recognising there are times when you need to stand strong. Find a power within yourself while also acknowledging the power and mana in other people.

4.2. These **Rules** shall be interpreted having regard to the tikanga or culture of the **Union**.

5. **Act and Regulations**

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

6. **Registered office**

6.1. The Registered Office of the **Union** shall be at such place in Aotearoa 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 Statute.

7. **Power to borrow money**

7.1. The **Union** has the power to borrow money.

8. **Other powers**

8.1. In addition to its statutory powers, the **Union**:

- a) may use its funds to pay the costs and expenses to advance or carry out its objects, and to employ or contract with such people as may be appropriate, and
- b) may invest in any investment in which a trustee may lawfully invest.

Members

9. **Membership coverage**

9.1. Any individual who works in the hospitality sector in Aotearoa and resides in Aotearoa can become a **Member** of the **Union**.

9.2. Any individual can become a **Solidarity Member** of the **Union**.



9.3. For the purposes of these **Rules**, any reference to **Members** of the **Union** also includes **Solidarity Members** of the **Union** (except for Rule 3.1, Rule 9.1, and Rule 27 of these **Rules**).

10. **Minimum number of members**

10.1. The **Union** shall maintain the minimum number of **Members** required by the **Act**.

11. **Becoming a member: consent**

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

12. **Becoming a member: process**

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

12.2. The **Committee** may accept or decline an application for membership. The **Committee** must advise the applicant of its decision (but is not required to provide reasons for that decision).

13. **Obligations and rights**

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

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

14. **Ceasing to be a member**

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

- a) on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership), or
- b) by resignation from that **Member's** class of membership by notice to the **Secretary**, or
- c) on termination of a **Member's** membership following a dispute resolution process under these **Rules**.

14.2. A **Member** ceases to be a **Member** 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**.



General meetings

15. Annual General Meetings

15.1. 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.

16. Annual General Meetings: business

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

- a) confirm the minutes of previous **Union Meeting(s)**,
- b) adopt the annual report on **Union** business,
- c) adopt the **Treasurer's** report on the finances of the **Union**, and the annual financial statements,
- d) set any subscriptions for the current financial year,
- e) consider any motions,
- f) consider any general business.

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

- a) an annual report on the affairs of the **Union** during the most recently completed accounting period,
- b) the annual financial statements for that period, and
- c) 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).

17. Procedure

17.1. The **Committee** shall give all **Members** at least 3 **Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

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

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

- a) in person, or
- b) 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
- c) through the authorised representative of a body corporate as notified to the **Secretary**, and



d) No other proxy voting shall be permitted.

17.4. No **General Meeting** may be held unless at least 20 **Members** attend. This will constitute a quorum.

17.5. 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 **Leader** of the **Union**, 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.

17.6. If, owing to COVID-19 restrictions, **Members** are unable to meet as a group physically, the **Union** may use an online meeting platform such as Zoom or Teams as the location for a **General Meeting** (including an **Annual General Meeting**). The access link for the online meeting platform must be provided to **Members** in the Notice of the **General Meeting**.

17.7. **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.

17.8. All **General Meetings** shall be chaired by the **Leader**. If the **Leader** is absent, some independent person appointed by the Committee shall chair that meeting.

17.9. The **Committee** may put forward motions for the **Union** to vote on (**'Committee Motions'**), which shall be notified to Members with the Notice of the **General Meeting**.

17.10. All motions at a **General Meeting** shall be decided on the basis of one vote for each **Member** present, on a show of hands basis. However, in the event that a majority of those **Members** present vote in favour of a motion that a vote by secret ballot should instead be undertaken on a particular motion, the vote on the particular motion shall be conducted by secret ballot.

18. Minutes

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

Committee

19. Composition

19.1. The **Committee** will consist of up to 9 **Committee Members** who are:



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

19.2. The **Committee** will include:

- a) a **Leader**, who may instead be a **Co-Leader**;
- b) a **Deputy Leader**, who may instead be a **Co-Leader**;
- c) a **Secretary** and a **Treasurer**, who may be the same person; and
- d) not fewer than 1 or more than 5 other **Committee Members**.

19.3. Where there are two persons holding the roles of **Co-Leader**, the powers, responsibilities, and duties of the **Leader** set out in these **Rules** are held by the two persons holding the roles of **Co-Leader**.

20. Election or appointment

20.1. The election of **Committee Members** shall be conducted as follows.

- a) **Committee Members** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Committee Member** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Committee** (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 **Committee Member** by these **Rules** or the **Act**).
- b) A candidate's written nomination, 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**, shall be received by the **Secretary** at least 3 **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 by a show of hands of **Members** present. 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).
- d) Two **Members** (who are not nominees) or non-**Members** appointed by the **Leader** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- e) The failure for any reason of any **Member** to receive such **Notice** shall not invalidate the election.

21. Powers of the Committee

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



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

21.2. The **Committee** may receive monies, write receipts, open and operate bank accounts, pay bills, and make investment decisions on behalf of the **Union**.

Committee meetings

22. Frequency

22.1. 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 **Leader** or **Secretary**.

23. Procedure

23.1. The quorum for Committee meetings is at least half the number of Committee Members.

Records

24. Register of members

24.1. 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**.

Finances

25. Control and management

- 25.1. The funds and property of the **Union** shall be:
- a) controlled, invested and disposed of by the **Committee**, subject to these **Rules**, and
 - b) devoted solely to the promotion of the objects of the **Union**.

26. Balance date

26.1. The **Union's** financial year shall commence on the 1st of April of each year and end on the 31st of March (the latter date being the **Union's** balance date).

27. Union dues



- 27.1. The **Union** may fix and collect dues from **Members** from time to time in accordance with any approved motions passed by a majority of **Members** at a **General Meeting**.

Dispute resolution

28. Raising disputes

- 28.1. 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 **Union's** activities.

- 28.2. 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.

29. Investigating disputes

- 29.1. 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."

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

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

- a) appoint a sub-committee to deal with the same, or
- b) 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.

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

- 29.5. The decision-maker:

- a) shall consider whether to investigate and deal with the grievance or complaint, and
- b) 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 **Union**).

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

- a) The complainant and the **Member**, or the **Union** which is the subject of the grievance, must be advised of all details of the grievance.
- b) The **Member**, or the **Union** which is the subject of the grievance, must be given an adequate time to prepare a response.
- c) The complainant and the **Member**, or the **Union** 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.
- d) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

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

- a) The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.
- b) The **Member** complained against must be given an adequate time to prepare a response.
- c) 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.
- d) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

29.8. 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 **Union** 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.

30. Resolving disputes

30.1. The decision-maker may:



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

Winding up

31. Surplus assets

- 31.1. If the **Union** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.
- 31.2. On the winding up or liquidation or removal from the Register of Incorporated Societies of the **Union**, its surplus assets after payment of all debts, costs and liabilities shall be vested in YOUNG WORKERS RESOURCE CENTRE INCORPORATED (597947) (NZBN: 9429042921790) [Incorporated Union] Registered.
- 31.3. However, on winding up by resolution under this rule, the **Union** may approve a different distribution to a different entity from that specified above, so long as the **Union** complies with these **Rules** in all other respects.

Alterations to the Rules

32. Amending these Rules

- 32.1. The **Union** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a simple majority (at least 50 per cent) of those **Members** present and voting.
- 32.2. Any proposed motion to amend or replace these **Rules** shall be signed by at least 50 per cent of eligible **Members** and given in writing to the **Secretary** at least 5 **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.
- 32.3. At least 3 **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.



32.4. 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.

Secret Ballots

33. Secret Ballots

- 33.1. Where the **Union** is required by law to conduct a secret ballot, the following provisions shall apply:
- The **Committee** will ensure that **Notice** of questions to be voted on by secret ballot will be provided to such **Members** of the **Union** as is required by law.
 - All secret ballots will be conducted in accordance with the law.
 - The result of all secret ballots is determined by a simple majority (at least 50 per cent) of the **Members** who are entitled to vote and who do vote.
 - The method of voting in a secret ballot may be by email or other electronic means as determined by the **Committee** from time to time.
 - 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.

Other

34. Common seal

- 34.1. The common seal of the **Union** must be kept in the custody of the **Secretary**.
- 34.2. The common seal may be affixed to any document:
- by resolution of the **Committee**, and must be countersigned by two **Committee Members** or by one **Committee Member** and the **Secretary**;
or
 - by such other means as the **Committee** may resolve from time to time.