

**CONSTITUTION
and
OBJECTIVES
of
COMBINED PENSIONERS AND
SUPERANNUANTS ASSOCIATION OF NEW
SOUTH WALES INCORPORATED**

*as adopted by Special Resolution of the Association AGM
on 27 October 2010*

*amended by Special Resolutions of the Association AGM
on 25 October 2011*

*amended by Special Resolutions of the Association AGM
on 31 October 2012*

*amended by Special Resolutions of the Association AGM
on 29 October 2013*

*amended by Special Resolutions of the Association AGM
on 28 October 2014 and*

*amended by Special Resolutions of the Association AGM
on 27 October 2015*

*amended by Special Resolutions of the Association AGM
on 30 October 2018*

ATTACHMENTS

CPSA EXECUTIVE CODE OF CONDUCT

CPSA EXECUTIVE ROLE AGREEMENT

BEHAVIOUR OF MEMBERS

CPSA STANDING ORDERS FOR CONDUCT OF MEETINGS

IMPORTANT NOTES

1. For definitions see Schedule page 60.
2. To assist the reader defined terms are in bold and commence with a capital letter.
3. The Model Constitution set out in the Associations Incorporation Regulations does not apply to CPSA: see Rule 17.10.

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CONSTITUTION and OBJECTIVES

COMBINED PENSIONERS AND SUPERANNUANTS ASSOCIATION OF NEW SOUTH WALES INCORPORATED

as adopted by Special Resolution of the Association Conference on 27 October 2010 and amended by Special Resolutions of the Association Conference on 25 October 2011, 31 October 2012, 29 October 2013, 28 October 2014, 27 October 2015 and on 30 October 2018

NOTE: None of the provisions of the Model Constitution prescribed by the regulations made under the Act form part of the Association's Constitution: see Rule 17.10.

1. NAME

The name of the organisation shall be "Combined Pensioners and Superannuants Association of New South Wales Incorporated" and in this **Constitution** is referred to as "the **Association**".

2. OBJECTIVES AND CORE POLICIES

2.1 Objectives

The objectives of the **Association** are:

- (a) to promote the rights, dignity and well-being of pensioners of all ages, superannuants and low-income retirees;
- (b) to provide information on issues of importance including income security to pensioners of all ages, superannuants and low-income retirees;
- (c) to empower people who are in necessitous circumstances so that they are able to advocate for an acceptable standard of living;
- (d) to support and provide advocacy and policy development by pensioners of all ages, superannuants and low-income retirees for their peers;
- (e) to provide relief of poverty, sickness, suffering, distress, destitution and helplessness to pensioners of all ages, low-income superannuants and low-income retirees; and
- (f) to develop, support and coordinate mutual assistance networks through the **Branches**, senior citizens' groups, and other pensioners', superannuants' and low-income retirees' groups, including Aboriginal

and CALD (culturally and linguistically diverse) pensioners of all ages, superannuants and low-income retirees.

2.2 Core Policies

In working to achieve its **Objectives**, the **Association** shall:

- (a) promote the provision of services of an income support, community services and development, self-help, personal development, advocacy, referral and information, accommodation, recreation and leisure nature for pensioners of all ages, superannuants, low-income retirees, people with disabilities, carers, sole parents and veterans; such services to be appropriate for and sensitive to the needs of pensioners of all ages and superannuants and low-income retirees, to embody the principles of user and consumer rights;
- (b) advance the education of pensioners of all ages, superannuants and low-income retirees, and their dependants; provide education and training programs and establish projects to assist and empower pensioners, superannuants and low income retirees, in the areas of community development, self-help, personal development and advocacy;
- (c) make common cause with seniors'/superannuants' associations or welfare groups, trade unions and other consumer organisations having like objectives; and
- (d) treat all Members equally regardless of race, religion, age, political affiliation or sexual preference and promote access and equity.

3. POWERS OF THE ASSOCIATION

Without limiting the legal capacity and powers of the **Association** pursuant to the Association Incorporation Act 2009 (NSW) ("**Act**"), the **Association** will:

- (a) undertake such activities as will further its **Objectives**;
- (b) undertake such activities and provide services that it considers are beneficial to the community, including activities of a benevolent nature;
- (c) engage in any other activity related to or incidental to its **Objectives**; and (without limitation)
- (d) raise funds, publish periodicals and other printed and electronic material, hold conferences and meetings, pay affiliation fees, advertise, and promote such other activities as the **Association Conference** may at any time consider to be consistent with the furtherance of its **Objectives**.

4. MEMBERS OF THE ASSOCIATION

4.1 Categories of Members

4.1.1 Membership of the **Association** comprises:

- (a) **Individual Members**; and
- (b) incorporated and unincorporated organisations.

4.1.2 An **Individual Member** may be admitted as:

- (a) a **Branch Member** of a **Branch**;
- (b) an **Associate Branch Member** of an additional **Branch** or additional **Branches**; or
- (c) an **Unattached Member**.

4.1.3 An **Individual Member** may also be appointed as:

- (a) an **Association Life Member**; or
- (b) a **Branch Life Member**.

4.1.4 An incorporated or unincorporated organisation may be admitted as an **Affiliate Member**.

4.2 Rights and obligations of Members

4.2.1 Each **Member** agrees to be bound by the **Constitution** and to uphold the **CPSA Policies and Objectives**.

4.2.2 Each **Member** agrees to comply with his or her obligations under the Work Health & Safety Act 2011, any other applicable health and safety legislation and the **WHS Protocols and Procedures** for the purpose of protecting and promoting the wellbeing of the **Members**, employees, volunteers and invitees of the **Association** in respect of any activities of the **Association** in which the **Member** participates.

4.2.3 Unless otherwise provided in this **Constitution** a **Member** may exercise all of the rights conferred on the **Member** under this **Constitution** provided the **Member** has paid any **Annual Membership Fee** which has become due and payable by the **Member**.

4.2.4 A right, privilege or obligation which a person has by reason of being a **Member**:

- (a) is not capable of being transferred or transmitted to another person; and

- (b) terminates when the person ceases to be a **Member**.

4.3 Commencement and cessation of membership

4.3.1 A person will become a **Member** upon being admitted as such by a resolution of a **Branch** or the **CPSA Management Committee** as the case may be.

4.3.2 A person ceases to be a **Member** if the person:

- (a) dies;
- (b) resigns as a **Member** by notice to his or her **Branch** or the CPSA Secretary;
- (c) is expelled from the **Association**; or
- (d) fails to pay the **Annual Membership Fee** within 3 months after the fee is due (or such further time as the **Branch** or **CPSA Management Committee** may allow in any case).

4.4 Admission of Individual Members

4.4.1 An individual is eligible to apply for admission as an **Individual Member** if:

- (a) he or she supports the **Objectives** of the **Association**;
- (b) he or she has not previously been expelled from the **Association**, unless granted exemption from this requirement by notice by the **CPSA Executive** in its absolute discretion;
- (c) he or she submits a written application in such form as may be prescribed for the time being by the **CPSA Executive**; and
- (d) at the time of making the application he or she pays an amount equal to the **Annual Membership Fee for Individual Members** (or where there is an applicable **Annual Membership Fee Payment Date**, the proportion of the **Annual Membership Fee for Individual Members** relative to the balance of the period remaining until the next **Annual Membership Fee Payment Date**), this payment to be promptly reimbursed in full if the application is rejected.

4.4.2 An individual must apply to:

- (a) a **Branch**, if seeking to be admitted as a **Branch Member**; or
- (b) the **CPSA Secretary**, if seeking to be admitted as an **Unattached Member**.

- 4.4.3 A **Branch** must promptly consider any application to be admitted as a **Branch Member** of the **Branch** and must promptly notify the applicant in writing of the decision of the **Branch** in respect of his or her application.
- 4.4.4 Where a **Branch** rejects an application to be admitted as a **Branch Member** the applicant may appeal that decision to the **CPSA Executive** by notice to the **CPSA Secretary**. The **CPSA Executive** must promptly consider any appeal and afford the applicant the principles of natural justice. The decision of the **CPSA Executive** is final and binding on the applicant.
- 4.4.5 The **CPSA Management Committee** must promptly consider any application to be admitted as an **Unattached Member** and must promptly notify the applicant in writing of the decision of the **CPSA Management Committee** in respect of his or her application. When notifying a new **Unattached Member** of his or her successful application the **CPSA Secretary** must advise the **Unattached Member** of his or her right to become a **Branch Member** and notify him/her of the details of the **Branches** to which he or she could conveniently become a **Branch Member**.
- 4.4.6 Where the **CPSA Management Committee** rejects an application to be admitted as an **Unattached Member** the applicant may appeal that decision to the **CPSA Council** by notice to the **CPSA Secretary**. The **CPSA Council** must promptly consider any appeal and afford the applicant the principles of natural justice. The decision of the **CPSA Council** is final and binding on the applicant.
- 4.5 Rights of Individual Members to change status and Branch**
- 4.5.1 An **Unattached Member** may become a **Branch Member** of a **Branch** to which he or she may conveniently belong and cease to be an **Unattached Member** by notice to the **CPSA Secretary** who will promptly notify the **Branch**.
- 4.5.2 A **Branch Member** may become an **Unattached Member** and cease to be a **Branch Member** by notice to his or her **Branch** and to the **CPSA Secretary**.
- 4.5.3 Subject to the approval of the new **Branch**, a **Branch Member** may transfer his or her membership to another **Branch** to which he or she may conveniently belong by notice to his or her **Branch** and to the new **Branch**.
- 4.5.4 Subject to the approval of the additional **Branch**, a **Branch Member** may become an **Associate Branch Member** of an additional **Branch** by notice to the additional **Branch** and paying to the additional **Branch** in respect of each year of such **Associate Branch Membership** an amount equal to the **Annual Membership Fee** retained by **Branches** for the time being (or where the additional **Branch** has designated an **Annual Membership Fee Payment Date**, the proportion of such fee relative to the balance of the period remaining until the next **Annual Membership Fee Payment Date**).

- 4.5.5 A **Branch** may not unreasonably delay or withhold approval under **Rules 4.5.3 and 4.5.4** and where any such approval is withheld or delayed the **Individual Member** may appeal to the **CPSA Executive** by notice to the **CPSA Secretary**. The **CPSA Executive** must promptly consider any appeal and afford the applicant the principles of natural justice. The decision of the **CPSA Executive** is final and binding on the applicant.
- 4.5.6 An **Associate Branch Member** may participate in the activities of another **Branch** of which he or she is an **Associate Branch Member** but may not:
- (a) be appointed to the **Branch Executive** of that **Branch** except in extenuating circumstances (such as imminent closure of that **Branch**) and subject to the written approval of the **CPSA Executive**, which will consider and clarify any governance issues involved; or
 - (b) be appointed to any position in the **Area Council** of that **Branch** unless:
 - (i) it is the same **Area Council** of which his or her primary **Branch** is a member; or
 - (ii) in extenuating circumstances (such as imminent closure of that **Area Council**) and subject to the prior written approval of the **CPSA Executive**, which will consider and clarify any governance issues involved.

4.6 Association Life Members

- 4.6.1 Not less than two (2) months prior to each **Association Conference** the **CPSA Executive** may appoint qualified **Individual Members** who have been duly nominated to be **Association Life Members**.
- 4.6.2 **Individual Members** of the **Association** who have served an aggregate of ten (10) years as a **CPSA Executive Member**, **CPSA Council Member**, an **Area Council Officer**, a **Branch Officer**, a **Branch Social Secretary** or as an organiser qualify to be nominated as **Association Life Members** by a **Branch**, an **Area Council**, **CPSA Council** or **CPSA Executive**.
- 4.6.3 Such nominations may be made by notice to the **CPSA Secretary** accompanied by a brief resume and supporting statement.
- 4.6.4 In any one year up to five (5) **Association Life Members** may be appointed by the **CPSA Executive**. Where more than five (5) eligible nominations have been received the longest serving **Members** in terms of length of qualifying service shall be given priority.
- 4.6.5 Where several nominations are found to be equally qualified by length of service, the **CPSA Executive**, at its discretion, may conduct a draw from the

hat to determine which of those **Members** are to be appointed.
Supernumerary nominations shall be given full consideration in the following year(s).

4.7 Branch Life Members

4.7.1 **Branch Life Members** may be appointed by the **Members** of a **Branch** in their discretion having regard to such criteria as the **Members** of the **Branch** think fit.

4.7.2 The **Branch Secretary** must promptly give notice to the **CPSA Secretary** upon a **Branch Member** being appointed as a **Branch Life Member**.

4.8 Annual Membership Fees for Individual Members

4.8.1 Subject to **Rule 4.8.10**, each **Individual Member** shall pay an **Annual Membership Fee** of fifteen dollars (\$15.00) or such other sum as may be determined by an **Association General Meeting** for the time being.

4.8.2 A **Branch Member** must pay **Annual Membership Fees** to his or her **Branch** and **Unattached Members** must pay **Annual Membership Fees** to the **CPSA Treasurer**.

4.8.3 The **Branch Secretary** shall arrange with the **Branch Treasurer** to pay to the **Area Council** (if any) of which the **Branch** is a member or otherwise to the **CPSA Treasurer**:

- (a) in April each year, a sum equal to the **Agreed Branch Payment Proportion** of the **Annual Membership Fee** multiplied by the number of financial **Branch Members** at the end of March that year.
- (b) in July and October each year respectively, a sum equal to **Agreed Branch Payment Proportion** of the **Annual Membership Fee** multiplied by the number of **Branch Members** who became financial after March 31 and June 30 respectively.

4.8.4 Within one (1) month of receipt of the payments set out in the previous **Rule** the **Area Council Secretary** and **Area Council Treasurer** shall arrange for the **Agreed Area Council Payment Proportion** of those payments to be paid to the **CPSA Treasurer**.

4.8.5 In order that the **CPSA Secretary** may maintain the **Register of Members** in accordance with the **Act** and in order to meet insurance requirements the **Branch Secretary** must ensure that each payment of **Annual Membership Fees** made under the previous **Rule** is accompanied by a list of the financial **Branch Members** who paid the fees together with their current addresses and

contact information as recorded on the **Branch Member Register** of the **Branch**.

- 4.8.6 The **Area Council Secretary** must forward to the **CPSA Treasurer** with each payment made under **Rule 4.8.4** a copy of each list of financial **Branch Members** received under the previous **Rule** in respect of the payment.
- 4.8.7 Where for any reason a **Branch** sends its **Annual Membership Fees** directly to the **CPSA Treasurer** instead of through its **Area Council**, the **CPSA Treasurer** shall remit to that **Area Council** the fees due to it.
- 4.8.8 The **Agreed Branch Payment Proportion** will be ninety percent (90%) unless otherwise determined by the **Association Conference** for the time being.
- 4.8.9 The **Agreed Area Council Payment Proportion** will be ninety percent (90%) unless otherwise determined by the **Association Conference** for the time being.
- 4.8.10 **Life Members** are not required to pay **Annual Membership Fees** but a **Branch** of which a **Branch Life Member** is a **Branch Member** must make the payment in **Rule 4.8.3(a)** as if the **Branch Life Member** had paid the **Annual Membership Fee** on or before the due date. A **Life Member** may in his or her discretion donate this amount to the **Branch** or the **CPSA Treasurer**.
- 4.8.11 A **Branch** may from time to time designate a date on which the **Annual Membership Fee** of all of its **Branch Members** becomes due and payable. The **CPSA Executive** may from time to time designate a date on which the **Annual Membership Fee** of all of the **Unattached Members** becomes due and payable. Such dates as they apply to a **Member** are referred to as the "**Annual Membership Fee Payment Date**". Where an **Annual Membership Fee Payment Date** is designated for the first time or is varied by a **Branch** or the **CPSA Executive** as the case may be, the **Annual Membership Fee** payable by a **Member** who has paid **Annual Membership Fees** for a period extending beyond that date will be adjusted accordingly.

4.9 Affiliate Members

- 4.9.1 An incorporated or unincorporated organisation is eligible to apply for admission as an **Affiliate Member** if:
- (a) its membership is mainly composed of pensioners, superannuants or older people, people with disabilities, sole parents, veterans, carers or other persons engaged in supporting the interests and welfare of such persons;
 - (b) its objectives are compatible with the **Objectives** of the **Association**;

- (c) it submits a written application in such form as may be prescribed for the time being by the **CPSA Executive**; and
 - (d) at the time of making the application it pays an amount equal to the **Annual Membership Fee for Affiliate Members**, this payment to be promptly reimbursed in full if the application is rejected.
- 4.9.2 The **CPSA Management Committee** must promptly consider any application to be admitted as an **Affiliate Member** and must promptly notify the applicant in writing of the decision of the **CPSA Management Committee** in respect of its application.
- 4.9.3 Where the **CPSA Management Committee** rejects an application to be admitted as an **Affiliate Member** the applicant may appeal that decision to the **CPSA Council** by notice to the **CPSA Secretary**. The **CPSA Council** must promptly consider any appeal and afford the applicant the principles of natural justice. The decision of the **CPSA Council** is final and binding on the applicant.
- 4.9.4 An **Affiliate Member** retains its autonomy and existing legal status, including its own constitution.
- 4.9.5 An **Affiliate Member** may from time to time by notice to the **CPSA Secretary** appoint and replace one delegate to the **Association General Meetings** (“**Affiliate Member Association General Meeting Delegate**”) and an alternate who may attend and vote at meetings of the **Association Conference** or **Special General Meetings** in the place of the **Affiliate Member Association Conference Delegate** if he or she is unable or unwilling to attend.
- 4.9.6 An **Affiliate Member** may be attached to an **Area Council** with the approval of the **CPSA Executive** and where so attached may from time to time by notice to the **Area Council Secretary** appoint and replace up to two observers to attend but not vote at meetings of the **Area Council** to which it is attached.
- 4.9.7 An **Affiliate Member** shall pay to the **Association** an **Annual Membership Fee** of fifty dollars (\$50.00) or such other sum as may be determined by an **Association General Meeting** for the time being.

4.10 Register of Members

The **CPSA Secretary** must establish and maintain at the **Head Office** a **Register of Members** of the **Association** specifying in respect of each **Member**:

- (a) the name and postal or residential address of each **Member** and any other communication number or address provided by the **Member**;

- (b) the date on which the person became a **Member**;
- (c) the category of membership of the **Member**;
- (d) where the **Member** is a **Branch Member**, the **Branch** of which he or she is a **Branch Member**; and
- (e) where the person is a **Life Member**, details of the category of **Life Membership** and the date it was conferred.

4.11 Liability of Members

The liability of a **Member** of the **Association** to contribute towards the payment of the debts and liabilities of the **Association** or the costs, charges and expenses of the winding up of the **Association** is limited to the amount, if any, unpaid by the **Member** in respect of the current **Annual Membership Fee** payable by the **Member**.

5. STRUCTURE OF THE ASSOCIATION

The decision making bodies of the **Association** are:

- (a) the **Association General Meeting** (including the **Association Conference**) which is constituted and has the powers and functions set out in **Rule 6**.
- (b) the **CPSA Council** which is constituted and has the powers and functions set out in **Rule 7**.
- (c) the **CPSA Executive** which is constituted and has the powers and functions set out in **Rule 8**.
- (d) the **CPSA Management Committee** established as a permanent committee of the **CPSA Executive** which shall be constituted and have the powers and functions set out in **Rule 9**.
- (e) the **Branches** of the **Association** which may be established and have the powers and functions set out in **Rule 11**.
- (f) the **Area Councils** which may be established and have the powers and functions set out in **Rule 12**.

6. ASSOCIATION GENERAL MEETINGS/ASSOCIATION CONFERENCE

6.1 Association Conference, Annual General Meetings and Special General Meetings

- 6.1.1 **Association General Meetings** will be either:
- (a) the **Association Conference**;
 - (b) the **Annual General Meeting**; or
 - (c) a **Special General Meeting**.
- 6.1.2 **Association General Meetings** may pass resolutions on such matters as are required to be passed by them under this **Constitution** or the **Act** provided the matter is non-party political and is to advance the **Objectives** of the **Association**.
- 6.1.3 Unless otherwise determined by the **CPSA Executive** all **Association General Meetings** must be held in Sydney, NSW within reasonable proximity of the **Head Office**.
- 6.1.4 Where the **CPSA Executive** so decides, an **Association General Meeting** other than an **Annual Conference** may be held at two (2) or more venues using any technology that gives each of the **Association General Meeting Delegates** present a reasonable opportunity to participate in the meeting.
- 6.1.5 Where the **CPSA Executive** so decides, a resolution which may be passed by an **Association General Meeting** may be passed by the holding of a postal ballot undertaken in accordance with the provisions for the holding of postal ballots set out in the **Act**.
- 6.2 Association Conference**
- 6.2.1 The **Association Conference** shall be held once each calendar year within the period of six months after the expiration of the **Financial Year** at the date and time determined by resolution of each successive **Association Conference**.
- 6.2.2 The **CPSA Executive** may determine the place for the holding of the **Association Conference** and may vary the date of the **Association Conference** if necessary for organisational purposes.
- 6.2.3 In addition to any other business which may be transacted at an **Association General Meeting**, the business of an **Association Conference** is to include the following:
- (a) to confirm the minutes of the last preceding **Association Conference** and of any **Special General Meeting** held since that meeting; and
 - (b) to consider and approve any new **CPSA Policies** and any amendments to existing **CPSA Policies**.

6.3 Annual General Meeting

- 6.3.1 The **Association** must hold an **Annual General Meeting** each calendar year in accordance with the requirements of the **Act**.
- 6.3.2 The **Annual General Meeting** will typically take place during the **Association Conference** at such time as the **CPSA Executive** may determine but will be regarded as a separate **Association General Meeting** for all purposes. The **Annual General Meeting** will otherwise be convened to take place at such time and place as the **CPSA Executive** thinks fit.
- 6.3.3 The notice convening the **Annual General Meeting** may be given with the notice convening the **Association Conference** but must be a separate notice which specifies that it is a notice convening the **Annual General Meeting**. The time for the holding of the **Annual General Meeting** must also be specified in the notice convening the **Association Conference**.
- 6.3.4 In addition to any other business which may be transacted at an **Association General Meeting**, the business of an **Annual General Meeting** is to:
- (a) confirm the minutes of the last preceding **Annual General Meeting** and of any **Special General Meeting** held since that meeting which have not been confirmed;
 - (b) receive from the **CPSA Executive** the **Annual Report** on the activities of the **Association** during the last preceding **Financial Year**;
 - (c) receive and consider the financial statements and reports required to be submitted to **Members** at the **Annual General Meeting** under the **Act**;
 - (d) elect **Elected CPSA Executive Members**;
 - (e) appoint the **CPSA Auditor** (where necessary); and
 - (f) appoint the **CPSA Returning Officer**.

6.4 Special General Meetings

- 6.4.1 A **Special General Meeting** is an **Association General Meeting** other than an **Association Conference** and an **Annual General Meeting**.
- 6.4.2 A **Special General Meeting** may be convened from time to time by:
- (a) the **CPSA Executive**; or
 - (b) the **CPSA Council**.
- 6.4.3 The **CPSA Executive** must promptly convene a **Special General Meeting** where a notice signed by not less than fifty-five percent (55%) of the

Association General Meeting Delegates (other than the alternates) is given to the **CPSA Secretary** petitioning the **CPSA Executive** to convene the meeting where:

- (a) the notice sets out the business to be considered by the meeting;
- (b) the business set out in the notice is proper business to be considered by the meeting;
- (c) the notice is signed by the **Association General Meeting Delegates** (other than the alternates) requesting the meeting; and
- (d) the notice consists of one or more documents in similar form.

6.4.4 If the **CPSA Executive** fails to convene a **Special General Meeting** to be held within six weeks of a notice being given pursuant to the previous Rule then one or more of the persons who signed the notice may convene the meeting to be held within three (3) months of the date the notice was given. The meeting must be convened as nearly as practicable as if convened by the **CPSA Executive**.

6.5 Association General Meeting Delegates

6.5.1 Subject to **Rule 6.5.4**, the following persons are eligible to attend and vote at an **Association General Meeting** (“**Association General Meeting Delegates**”):

- (a) each of the **CPSA Executive Members**;
- (b) each **Area Council Association General Meeting Delegate**;
- (c) each **Branch Association General Meeting Delegate**;
- (d) each **Affiliate Member Association General Meeting Delegate**; and
- (e) each of the **CPSA Organisers**.

6.5.2 The appointment of a person as an **Association General Meeting Delegate** or an alternate for an **Association General Meeting Delegate** (other than in respect of **CPSA Executive Members** and the **CPSA Organisers**):

- (a) becomes effective upon the **CPSA Secretary** receiving notice in writing of the appointment from the body making the appointment; and
- (b) continues until the **CPSA Secretary** receives notice in writing of a replacement appointment or the revocation of the appointment from the body making the appointment.

- 6.5.3 The **CPSA Secretary** shall keep and maintain a **Register of Association General Meeting Delegates** in which shall be entered in respect of each such person:
- (a) the name and postal or residential address of the person and any other communication number or address provided by the person;
 - (b) the date on which the person became an **Association General Meeting Delegate**; and
 - (c) the basis upon which the person is an **Association General Meeting Delegate**.
- 6.5.4 An Association General Meeting Delegate may not be permitted to attend an **Association Conference** where he or she has not registered to attend the **Association Conference** by the date specified in the notice convening the **Association Conference** or such later date as may be agreed by the **CPSA President** having regard to catering and other organisational issues or if the delegate is not a **Financial Member** of the **Branch** they represent.
- 6.5.5 The previous **Rule** will not apply to:
- (a) an alternate attending in the place of an **Association General Meeting Delegate** who has duly registered to attend an **Association Conference** but is subsequently unable or unwilling to attend for any reason; or
 - (b) to attendance and voting by an **Association General Meeting Delegate** at:
 - (i) the **Annual General Meeting** session of an **Association Conference** and any adjournment thereof; or
 - (ii) any consideration and voting on a **Special Resolution** or any other resolution to be considered for the purposes of the **Act** at any time during an **Annual Conference**.
- 6.5.6 Provided sufficient seating is available, **Members** who are not **Association General Meeting Delegates** may attend any **Association General Meeting** but not speak or vote at any such meeting. Priority will be given to **Members** who have given notice to the **CPSA Secretary** of their wish to attend a meeting.
- 6.5.7 The **General Manager** and such staff of the **Association** as he or she considers necessary to facilitate the holding of an **Association General Meeting** shall attend each **Association General Meeting**.

6.6 Notice of Association General Meetings

- 6.6.1 Subject to any longer period being prescribed by the **Act**, at least twenty-one (21) days' notice of the holding of an **Association General Meeting** must be given to:
- (a) each **Association General Meeting Delegate** (other than the alternates);
 - (b) each **Branch**;
 - (c) each **Area Council**; and
 - (d) each **Affiliate Member**.
- 6.6.2 Notice of each **Association Conference** and **Annual General Meeting** and the closing date for the receipt of agenda items shall be published in the **THE VOICE** at least three (3) months prior to the opening date of the **Association Conference**.
- 6.6.3 Notice of each **Special General Meeting** shall be published in the next edition of **THE VOICE** published after it has been convened and:
- (a) in the case of a resolution to amend the **Constitution** or any **Objectives** of the **Association**, that edition of **THE VOICE** is published at least 21 days prior to the date of the meeting; and
 - (b) in any other case that edition of **THE VOICE** is published at least 10 days prior to the date of the meeting.
- 6.6.4 No business other than that specified in the notice convening an **Association General Meeting** is to be transacted at the Meeting except:
- (a) in the case of an **Annual General Meeting**, business which may be transacted under **Rule 6.3.4**; and
 - (b) at each **Annual Conference** there will be a question time where any **Member** present may raise any issue without notice.
- 6.6.5 The only business which may be included on the agenda for an **Association General Meeting** is business which may properly be considered by an **Association General Meeting** and which has been:
- (a) proposed by resolution of the **CPSA Executive** or the **CPSA Council** for consideration of the meeting;
 - (b) included in a notice petitioning the **CPSA Executive** to convene an **Association General Meeting** pursuant to **Rule 6.4.3**; or

- (c) subject to the following **Rule**, proposed by resolution of a **Branch** or an **Area Council** for consideration at the next **Association General Meeting** convened after notice of the business has been received by the **CPSA Secretary**.

6.6.6 **CPSA Executive** shall each year determine a closing date for the receipt of agenda items from **Branches** and **Area Councils** for the **Association Conference**, which date shall be not earlier than two (2) months prior to the opening date of the **Association Conference**.

6.7 Quorum

6.7.1 No item of business is to be transacted at an **Association General Meeting** unless a quorum of **Association General Meeting Delegates** is present during the time the meeting is considering that item.

6.7.2 Ten (10) **Association General Meeting Delegates** shall constitute a quorum.

6.7.3 If within half an hour after the appointed time for the commencement of an **Association General Meeting** a quorum is not present, the meeting is dissolved.

6.8 Adjournment

6.8.1 The **Chairperson** of an **Association General Meeting** at which a quorum is present may, with the consent of the majority of **Association General Meeting Delegates** present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

6.8.2 If an **Association General Meeting** is adjourned for 14 days or more, the **CPSA Secretary** must give notice of the adjourned meeting to each person to whom the notice convening the meeting was given stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

6.8.3 Except as provided in the previous **Rule**, notice of an adjournment of an **Association General Meeting** or of the business to be transacted at the adjourned meeting is not required to be given.

6.9 Making of decisions at an Association General Meeting

6.9.1 All decisions at an **Association General Meeting** are to be made by **Ordinary Resolution** unless required to be passed as a **Special Resolution** by the **Act** or by this **Constitution**.

- 6.9.2 A **Special Resolution** may only be passed by the **Association** in accordance with the **Act**.
- 6.9.3 Voting on motions at an **Association General Meeting** is to be made by either:
- (a) a show of hands; or
 - (b) if required by this **Constitution** or the **Act** or on the motion of the **Chairperson** or if 5 or more **Association General Meeting Delegates** present at the meeting request that the question should be determined by a secret ballot, a secret ballot.
- 6.9.4 A declaration by the **Chairperson** that a resolution has been carried or carried unanimously or carried without dissent or carried by a particular majority or lost, or an entry to that effect in the minute book of the **Association**, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 6.9.5 If the passing of the resolution is to be determined by a secret ballot, the ballot is to be conducted in accordance with the directions of the **Chairperson** unless otherwise provided by this **Constitution** or the **Standing Orders**.
- 6.9.6 On any question arising at an **Association General Meeting** each **Association General Meeting Delegate** has one vote only even if attending in more than one capacity.
- 6.9.7 In the case of an equality of votes on a question at an **Association General Meeting**, the **Chairperson** of the meeting is not entitled to exercise a second or casting vote.
- 6.9.8 An **Association General Meeting Delegate** has no right to appoint a proxy and there is no voting by proxy at any **Association General Meeting**.
- 6.9.9 Unless otherwise provided by the terms of a resolution or a requirement of the **Act** or this **Constitution**, a resolution passed at an **Association General Meeting** will take effect immediately it is passed.
- 6.10 Minutes of Association General Meetings**
- 6.10.1 The **CPSA Secretary** shall procure that minutes of the proceedings of each **Association General Meeting**:
- (a) are promptly prepared after each meeting;
 - (b) are reviewed and signed by the **Chairperson** as a true and accurate record;

- (c) are promptly circulated to each person to whom notice of the meeting was given;
- (d) are securely stored with the minutes of previous **Association General Meetings**; and
- (e) are available for inspection at the next **Association General Meeting** and otherwise as required by this **Constitution** and the **Act**.

6.10.2 The minutes of an **Association General Meeting** will be prima facie evidence of the proceedings of the meeting and the decisions made at the meeting.

7. CPSA COUNCIL

7.1 Composition of the CPSA Council

7.1.1 Subject to **Rule 7.1.2**, the **CPSA Council** shall be comprised of the following persons ("**CPSA Council Members**"):

- (a) the **CPSA Executive Members**;
- (b) the **Area Council CPSA Council Members**;
- (c) the **CPSA Organisers**; and
- (d) the **Stand Alone Branch CPSA Council Members**.

7.1.2 The appointment of a person as a **CPSA Council Member** or an alternate for a **CPSA Council Member** (other than in respect of **CPSA Executive Members** and the **CPSA Organisers**):

- (a) becomes effective upon the **CPSA Secretary** receiving notice in writing of the appointment from the body making the appointment; and
- (b) continues until the **CPSA Secretary** receives notice in writing of a replacement appointment or the revocation of the appointment from the body making the appointment.

7.1.3 The **CPSA Secretary** shall keep and maintain a **Register of CPSA Council Members** in which shall be entered in respect of each such person:

- (a) the name and postal or residential address of the person and any other communication number or address provided by the person;
- (b) the date on which the person became a **CPSA Council Member**; and
- (c) the basis upon which the person is a **CPSA Council Member**.

7.2 Role and powers of CPSA Council

In addition to any powers expressly granted to **CPSA Council** by this **Constitution**, **CPSA Council's** role is:

- (a) to provide advice to **CPSA Executive** on its own motion or at the request of the **CPSA Executive**;
- (b) to consider and approve new **CPSA Policies** and any amendments to existing **CPSA Policies** subject to final approval by an **Association General Meeting**;
- (c) to be a forum for the views of **Members** between the **Association General Meetings**; and
- (d) to appoint one or more **CPSA Organisers** for the period ending at the close of the next **Association Conference** from persons nominated by notice to the **CPSA Secretary** by **Area Councils** and **Stand Alone Branches**.

7.3 Meetings of CPSA Council

- 7.3.1 Each **CPSA Council Member** shall attend all meetings of the **CPSA Council** and shall account to the **CPSA Council** for each failure to attend. A **CPSA Council Member** who is absent on more than three consecutive occasions without approval may be removed from his or her position by resolution of **CPSA Council**.
- 7.3.2 Meetings of the **CPSA Council** shall be held at the **Head Office** or as otherwise determined from time to time by the **CPSA Council** and at intervals not exceeding six (6) months.
- 7.3.3 At the first meeting of the **CPSA Council** following each **Annual General Meeting**, the dates for the next twelve months' meetings will be determined but may be amended by a later meeting of the **CPSA Council**.
- 7.3.4 The **CPSA Secretary** shall ensure that all **CPSA Council Members** are properly notified of the date, time and place of each meeting and the business proposed to be considered by each meeting.
- 7.3.5 A meeting of the **CPSA Council** may be convened by the **CPSA Executive** and must be convened by the **CPSA Executive** on the request of not less than seven (7) **CPSA Council Members**. At least seven (7) days' notice of such a meeting must be given to each **CPSA Council Member** (unless shorter notice is agreed to by a majority of the **CPSA Council Members**) and such notice must set out the general nature of the business to be considered by the meeting.

- 7.3.6 Where so resolved by the **CPSA Council** from time to time (but not in the case of the consideration of any disciplinary matter), a meeting of the **CPSA Council** may be held at 2 or more venues using any technology that gives each of the **CPSA Council Members** in attendance a reasonable opportunity to participate.
- 7.3.7 Seven (7) **CPSA Council Members** in attendance shall be a quorum for meetings of the **CPSA Council**. No business is to be transacted by the **CPSA Council** unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is dissolved.
- 7.3.8 The **General Manager** shall attend meetings of the **CPSA Council** at the invitation of the **CPSA Council**.
- 7.3.9 The **CPSA Council** shall set aside one day for annual planning and direction setting on the occasion of the first meeting following each **Association Conference**.
- 7.4 Making decisions at a CPSA Council meeting**
- 7.4.1 Each **CPSA Council Member** shall have one vote at meetings of the **CPSA Council** even if attending in more than one capacity and in the case of an equality of votes the **Chairperson** of the meeting is not entitled to exercise a second or casting vote.
- 7.4.2 All decisions at a meeting of the **CPSA Council** are to be made by a simple majority vote.
- 7.4.3 Voting at a meeting of the **CPSA Council** is to be made by either:
- (a) a show of hands; or
 - (b) on the motion of the **Chairperson** or if 5 or more **CPSA Council Members** present at the meeting request that the question should be determined by a secret ballot, a secret ballot.
- 7.4.4 A **CPSA Council Member** has no right to appoint a proxy or alternate other than as provided by this **Constitution** and there is no voting by proxy at any meeting of the **CPSA Council**.
- 7.4.5 The **CPSA Secretary** shall procure that minutes of the proceedings of each meeting of the **CPSA Council**:
- (a) are promptly prepared after each meeting;
 - (b) are reviewed and signed by the **Chairperson** as a true and accurate record;

- (c) are promptly circulated to each person to whom notice of the meeting was given;
- (d) are securely stored with the minutes of previous meetings of the **CPSA Council**; and
- (e) are available for inspection at the next meeting of the **CPSA Council** and otherwise as required by this **Constitution** and the **Act**.

7.4.6 The minutes of a meeting of the **CPSA Council** will be prima facie evidence of the proceedings of the meeting and the decisions of the **CPSA Council** taken at the meeting.

8. CPSA EXECUTIVE

8.1 Composition of the CPSA Executive

8.1.1 The **CPSA Executive** is comprised of the following persons (“**CPSA Executive Members**”):

- (a) up to twelve **Elected CPSA Executive Members**; and
- (b) up to two **Appointed CPSA Executive Members**.

8.2 Appointment and term of CPSA Executive Members

8.2.1 An **Individual Member** may be appointed as an **Elected CPSA Executive Member**:

- (a) by being elected as such at an **Annual General Meeting** of the **Association** pursuant to **Rule 8.3**; or
- (b) by being appointed as such by the **CPSA Executive** to fill a casual vacancy.

8.2.2 Subject to the following **Rule**, an **Elected CPSA Executive Member** is appointed with effect from the end of the **Annual General Meeting** at which he or she was elected (or the **Association Conference** during which that **Annual General Meeting** is held, whichever last occurs) and his or her appointment ceases at the end of the **Annual General Meeting** occurring in the second calendar year after the **Annual General Meeting** at which he or she was elected (or the **Association Conference** during which that **Annual General Meeting** is held, whichever last occurs).

8.2.3 One half of the **Elected CPSA Executive Members** must retire at the end of each **Annual General Meeting** (or the **Association Conference** during which the **Annual General Meeting** is held, whichever last occurs), those to retire being:

- (a) any **Elected CPSA Executive Member** appointed to fill a casual vacancy; and
 - (b) those who have served the longest since last being elected. If there were more than six vacancies filled at the previous election, the candidates with the lowest number of votes shall be required to retire if necessary to satisfy this **Rule** and if necessary any further retirement shall be by agreement amongst the remaining **Elected CPSA Executive Members** or to the extent still necessary by lot.
- 8.2.4 Retiring **Elected CPSA Executive Members** (including those appointed to fill a casual vacancy) are eligible for re-election.
- 8.2.5 The **CPSA Executive** may from time to time:
- (a) appoint a person (who need not be a **Member**) as an **Appointed CPSA Executive Member** to serve in that office until the end of the next **Annual General Meeting** (or the **Association Conference** during which that **Annual General Meeting** is held, whichever last occurs);
 - (b) remove any such persons from office and appoint another person in his or her place. No natural justice or review rights apply to any such removal.
- 8.2.6 It is intended that **Appointed CPSA Executive Members** will provide particular skills or expertise considered necessary or advantageous to the **Association**.
- 8.2.7 A **CPSA Executive Member** may not be appointed to any salaried office of the **Association** or any office of the **Association** paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the **Association** to any **CPSA Executive Member**, except:
- (a) repayment of reasonable out-of-pocket expenses; or
 - (b) reasonable and proper rent for premises let to the **Association**.
- 8.2.8 A person ceases to be a **CPSA Executive Member** if the person:
- (a) dies;
 - (b) resigns as such by notice to the **CPSA Secretary**;
 - (c) (being an **Individual Member**) ceases to be an **Individual Member** for any reason;
 - (d) ceases to be eligible to be a **CPSA Executive Member** for any other reason;

- (e) is removed as an **CPSA Executive Member** pursuant to this **Constitution**;
- (f) is absent for three or more meetings of the **CPSA Executive** without leave of absence;
- (g) holds an office of profit in the **Association**; or
- (h) is directly or indirectly interested financially in any contract or proposed contract with the **Association** and fails to declare that interest in accordance with the **Act**.

8.2.9 An **Elected CPSA Executive Member** may be removed as such by an **Ordinary Resolution** passed at an **Association General Meeting**. No natural justice or review rights apply to any such action although the **CPSA Executive Member** concerned may require the **CPSA Secretary** to circulate a short statement in reasonable terms with the notice of meeting at which any motion for his or her removal is to be considered.

8.2.10 A **CPSA Executive Member** must promptly upon becoming appointed as such enter into a **CPSA Executive Role Agreement** in the form approved by the **CPSA Council** for the time being, the current form being **Appendix 2** to this **Constitution**. A **CPSA Executive Member** is not entitled to exercise any of the rights of that office under the **Constitution** until he or she has entered into a **CPSA Executive Role Agreement**.

8.3 Election of Elected CPSA Executive Members

8.3.1 The election of **Elected CPSA Executive Members** shall be conducted by the **CPSA Returning Officer**.

8.3.2 Not less than two (2) months prior to the commencement of each **Annual General Meeting** the **CPSA Returning Officer** shall by notice to each **Branch** and a notice in **THE VOICE** call for nominations of candidates for election to the positions of **Elected CPSA Executive Member** which will be vacant at the end of the next **Annual General Meeting** (or the **Association Conference** during which that **Annual General Meeting** is to be held, whichever last occurs)("Vacant Positions").

8.3.3 A nomination of a candidate for election as an **Elected CPSA Executive Member** must be by notice given to the **CPSA Returning Officer** and will only be effective if it complies with each of the following requirements at the time it is submitted to the **CPSA Returning Officer**:

- (a) it must be submitted on an official nomination form issued under the authority of the **CPSA Executive** (but may comprise one or more documents containing the same information);

- (b) the proposer and the seconder must sign the nomination form;
- (c) the candidate must also sign the nomination form and indicate that he or she accepts the nomination, agrees to be bound by the **CPSA Executive Role Agreement** if elected, consents to **Association** obtaining a police check and undertaking due diligence in respect of him or her, agrees on request to promptly provide any necessary authority or form in respect of such inquiries and consents to the **Association** making available to Members the results of a police check and any such other inquiries. It is the responsibility of the proposer and seconder to obtain the candidate's declaration of acceptance of the nomination;
- (d) the nomination form must attach a curriculum vitae setting out:
 - (i) all material information in respect of the qualifications, experience and fitness for office of the candidate; and
 - (ii) the names and contact details of two referees familiar with the candidate who may be approached by the **CPSA Returning Officer** to verify the information in the curriculum vitae;
- (e) the information in the curriculum vitae must be true and correct and complete and not misleading in any material respect;
- (f) the proposer and seconder and candidate must each be **Financial Members**;
- (g) only one (1) nomination is to be submitted on any one (1) nomination form.
- (h) nomination forms and attached curriculums vitae must be received by the **CPSA Returning Officer** at the address specified in the notice referred to in the previous **Rule** not less than six (6) weeks prior to the day of the **Annual General Meeting** at which the election is to take place.

8.3.4 The **CPSA Returning Officer** shall as soon as practicable give notice to each candidate of receipt of his or her nomination and advise whether or not the **CPSA Returning Officer** has ruled the nomination as valid.

8.3.5 The **CPSA Returning Officer** shall cause the **CPSA Secretary** to circulate to each **Branch** and to each **Association General Meeting Delegate** the names of the candidates for whom valid nominations have been received together with a copy of their respective curriculums vitae with the contact details (but not the names) of the referees redacted.

- 8.3.6 If there are more candidates than **Vacant Positions** a ballot must be conducted by the **CPSA Returning Officer** prior to the commencement of the **Annual General Meeting**. The Ballot must not close more than one hour prior to the commencement of the **Annual General Meeting**.
- 8.3.7 The ballot paper must:
- (a) direct **Association General Meeting Delegates** to vote for not more than the number of candidates equal to the number of **Vacant Positions**;
 - (b) list the candidates in an order selected by lot or, if reasonably possible, be in a circular form with candidates' names listed alphabetically as radii so that none gains any advantage from the layout of the form and with instructions on the back of the form;
 - (c) designate by an asterisk or other notation those candidates who are retiring **CPSA Executive Members** seeking re-election.
- 8.3.8 The successful candidates in any ballot, and if there is no ballot all of the candidates, may only be appointed as an **Elected CPSA Executive Member** by a further majority vote at the **Annual General Meeting**.
- 8.3.9 The **CPSA Returning Officer** must permit each candidate to nominate a scrutineer acceptable to the **CPSA Returning Officer** in his or her reasonable discretion.
- 8.3.10 No "how to vote" papers shall be allowed in the **Association Conference** or **Annual General Meeting** venue. No candidate shall be allowed to hand out "how to vote" papers at or about the **Association Conference** or **Annual General Meeting** venue and the NSW electoral laws in respect of such matters at polling booths shall apply.
- 8.3.11 Upon completion of the election, all ballot papers, curriculums vitae and nomination forms shall be kept by the **CPSA Secretary** for a minimum period of twelve (12) months or such other period stipulated by the **Annual General Meeting**, after which these papers may be destroyed.
- 8.3.12 Curriculums vitae, nomination forms and ballot papers must be maintained in the confidential files of the **Association**. A curriculum vitae and nomination form may be inspected and/or copied by the relevant candidate on request.
- 8.4 Roles and Powers of the CPSA Executive**
- 8.4.1 The primary focus of the **CPSA Executive** is to:
- (a) set the overall direction of the **Association**;

- (b) define broadly the manner in which the Association relates to governments, the media, other organisations, **Branches** and the **Members**. In these matters the **CPSA Executive** will seek the advice of the **General Manager**;
- (c) consider and endorse the annual/biennial work plan for the **General Manager** and the **Association** staff and, in a timely manner, review that work plan;
- (d) receive from the **General Manager**, and respond to, reports from each of the **Head Office** co-ordinators who may be appointed for the time being;
- (e) receive and respond to reports from the **CPSA Management Committee** and oversee its performance;
- (f) establish, and appoint the members and the chair of, any advisory committee to the **CPSA Executive**; and
- (g) receive the **CPSA Management Committee**'s report on the work of the **General Manager**.

8.4.2 The **CPSA Executive** shall have responsibility to implement the decisions of the **Association General Meetings** and the decisions of **CPSA Council** and shall freely undertake such initiatives as may be needed to further the **CPSA Policies and Objectives**. Without limiting the generality of the foregoing, the **CPSA Executive** shall have responsibility and authority for:

- (a) the establishment of the head office of the **Association** ("**Head Office**");
- (b) the establishment of other offices as required;
- (c) the management of the **Association's** finances;
- (d) the financing and establishment of programs, services and projects for pensioners and superannuants generally;
- (e) all matters relating to the employment of staff and contractors including but not limited to their engagement, termination, remuneration, training, support, management titles, duties and delegated responsibilities, subject to any policy decisions of the **CPSA Council**;
- (f) the publication of statements and public announcements to be made in the name of the **Association**;
- (g) the establishment of advisory or steering committees;

- (h) official representation of the **Association** on government, non-government and industry boards and committees;
- (i) investigation and resolution of any disputes within the **Association** when so requested by any **Area Council**, **Branch** or **Member**;
- (j) the introduction and endorsement as interim **CPSA Policy** matters related to urgent issues which affect **Members**. Such new or amending **CPSA Policy** is subject to approval and endorsement by the next **CPSA Council** meeting and by the next **Association General Meeting**; and
- (k) issuing protocols, procedures, recommendations and guidelines to ensure compliance by the Association with its obligations under the Work Health & Safety Act 2011 and any other applicable health and safety legislation in respect of all of its activities and the protection and promotion of the wellbeing of the **Members**, employees, volunteers and invitees of the **Association** in respect of all such activities.

8.4.3 Members of the **CPSA Executive** appointed for the task shall be responsible for compiling and keeping in an asset register a complete record of the **Association's** furniture, fittings, office machines, equipment and stationery stocks which are valued at more than \$100 and shall report to the **CPSA Executive** at least annually in respect of the same.

8.4.4 The **CPSA Executive** may delegate such of its powers to one or more **CPSA Executive Members** as it thinks fit (but not this power of delegation itself), such action to be subject to approval by **CPSA Council**.

8.5 Bank accounts maintained by the CPSA Executive

8.5.1 The **CPSA Executive** shall maintain such bank accounts and other investment accounts as it may determine for the time being for the receipt and management of funds received by the **CPSA Executive**.

8.5.2 There shall be at least five operators to such an account who must be the **CPSA President**, the **CPSA Secretary**, the **CPSA Treasurer**, the two (2) **CPSA Vice-Presidents**, the **CPSA Assistant Secretary**, the **General Manager** or other **CPSA Executive Members** as the **CPSA Executive** decides.

8.5.3 Any two (2) of such persons may operate an account.

8.5.4 **CPSA Executive** may from time to time set limits on the authority of any of the account operators.

8.5.5 All expenses shall be paid through a petty cash system, by cheque or by electronic funds transfer, as authorised by the **CPSA Executive**.

8.6 Meetings of CPSA Executive

- 8.6.1 **CPSA Executive Members** are required to attend all **CPSA Executive** meetings. Absent **CPSA Executive Members** may be granted leave.
- 8.6.2 Meetings of the **CPSA Executive** shall be held at the **Head Office** or as otherwise determined from time to time by the **CPSA Executive**.
- 8.6.3 The **CPSA Executive** shall meet at least monthly (except in January) and may hold additional meetings if it so decides to deal with any matters which it considers to be of interest or concern to the **Association**.
- 8.6.4 At the first meeting of the **CPSA Executive** following each **Annual General Meeting**, the dates for the next twelve months' meetings will be determined but may be amended by a later meeting of the **CPSA Executive**.
- 8.6.5 The CPSA Secretary shall ensure that all **CPSA Executive Members** are properly notified of the date, time and place of each meeting and the business proposed to be considered by each meeting.
- 8.6.6 A special meeting of the **CPSA Executive** may be convened when deemed necessary by three (3) **CPSA Executive Officers** who shall include the **CPSA President** and the **CPSA Secretary**. At least seven (7) days' notice of such a meeting must be given to each **CPSA Executive Member** (unless shorter notice is agreed to by a majority of the **CPSA Executive Members**) and such notice must set out the general nature of the business to be considered by the special meeting.
- 8.6.7 Where so resolved by the **CPSA Executive** from time to time (but not in the case of the consideration of any disciplinary matter), a meeting of the **CPSA Executive** may be held at two (2) or more venues using any technology that gives each of the **CPSA Executive Members** in attendance a reasonable opportunity to participate.
- 8.6.8 Five (5) **CPSA Executive Members** in attendance shall be a quorum for meetings of the **CPSA Executive**. No business is to be transacted by the **CPSA Executive** unless a quorum is present and if, within half an hour of the time appointed for a meeting, a quorum is not present, the meeting is dissolved.
- 8.6.9 The **General Manager** shall attend meetings of the **CPSA Executive** at the invitation of the **CPSA Executive**.

8.7 Making decisions at a CPSA Executive meeting

- 8.7.1 Each **CPSA Executive Member** shall have one vote at meetings of the **CPSA Executive** and in the case of an equality of votes the **Chairperson** of the meeting is not entitled to exercise a second or casting vote.
- 8.7.2 All decisions at a meeting of the **CPSA Executive** are to be made by a simple majority vote.
- 8.7.3 Voting at a meeting of the **CPSA Executive** is to be made by either:
- (a) a show of hands; or
 - (b) on the motion of the **Chairperson** or if five (5) or more **CPSA Executive Members** present at the meeting request that the question should be determined by a secret ballot, a secret ballot.
- 8.7.4 A **CPSA Executive Member** has no right to appoint a proxy or alternate and there is no voting by proxy or alternate at any meeting of the **CPSA Executive**.
- 8.7.5 The CPSA Secretary shall procure that minutes of the proceedings of each meeting of the **CPSA Executive**:
- (a) are promptly prepared after each meeting;
 - (b) are reviewed and signed by the **Chairperson** as a true and accurate record;
 - (c) are promptly circulated to each person to whom notice of the meeting was given together with:
 - (i) all **CPSA Council Members** who request them; and
 - (ii) all **Area Council Secretaries** who request them

provided that any matters considered confidential need not be circulated to **CPSA Council Members** and **Area Council Secretaries** if this is reasonably considered by the **CPSA Executive** to be necessary in the interests of the **Association** or any third party.
 - (d) are entered in a minute book for meetings of the **CPSA Executive**; and
 - (e) are available for inspection at the next meeting of the **CPSA Executive** and otherwise as required by this **Constitution** and the **Act**.
- 8.7.6 The minutes of a meeting of the **CPSA Executive** will be prima facie evidence of the proceedings of the meeting and the decisions of the **CPSA Executive** taken at the meeting.

8.8 Status of the CPSA Executive and CPSA Executive Members under the Act

8.8.1 The **CPSA Executive** is the committee of the **Association** for the purposes of the **Act** and the **CPSA Executive Members** are the committee members for the purposes of the **Act**.

8.8.2 The **CPSA Secretary** must maintain a **Register of CPSA Executive Members** as a register of committee members in accordance with the requirements of the **Act**.

8.8.3 Each **CPSA Executive Member** must strictly comply with his or her duties under the **Act** and in particular his or her:

- (a) statutory duties of disclosure of direct or indirect interest he or she has in a matter being considered or about to be considered by the **CPSA Executive**;
- (b) obligation not to make dishonest use of information received as a **CPSA Executive Member**;
- (c) obligation not to make dishonest use of his or her position as a **CPSA Executive Member**.

9. CPSA MANAGEMENT COMMITTEE

9.1 Composition of the CPSA Management Committee

The **CPSA Management Committee** is established as a standing committee of the **CPSA Executive** and is comprised of the following persons ("**CPSA Management Committee Members**"):

- (a) the **CPSA President**;
- (b) the **CPSA Secretary**;
- (c) the **CPSA Treasurer**; and
- (d) the **CPSA Vice-Presidents**.

9.2 Roles and Powers of the CPSA Management Committee

Subject to the **Act** and any direction of the **CPSA Executive** for the time being, the **CPSA Management Committee** may exercise all of the powers and fulfil all of the duties of the **CPSA Executive** pursuant to this **Constitution** (as if named in lieu of the **CPSA Executive**), the **Act** and otherwise other than the following matters:

- (a) the approval of the statutory financial statements of the **Association**;

- (b) the approval of the **Annual Report**;
- (c) the establishment of advisory or steering committees;
- (d) the introduction and endorsement of any matter as **CPSA Policy**;
- (e) the appointment and removal of **Appointed CPSA Executive Members**;
- (f) the appointment and removal of **CPSA Officers**;
- (g) the disciplinary powers of the **CPSA Executive**;
- (h) the powers of delegation of the **CPSA Executive**; and
- (i) the establishment of a **Branch**.

9.3 Meetings of the CPSA Management Committee

The provisions of **Rule 8.5** will apply to meetings of the **CPSA Management Committee** as far as practical as if references to “**CPSA Executive**” were to “**CPSA Management Committee**” and references to “**CPSA Executive Members**” were to “**CPSA Management Committee Members**” save that:

- (a) a quorum shall be three (3) **CPSA Management Committee Members**;
- (b) a special meeting may be called when considered necessary by any **CPSA Management Committee Member**; and
- (c) The **CPSA Management Committee** shall report orally or in writing at each meeting of **CPSA Executive**.

9.4 Making decisions at CPSA Management Committee meetings

The provisions of **Rule 8.6** will apply to making decisions at meetings of the **CPSA Management Committee** as far as practical as if references to “**CPSA Executive**” were to “**CPSA Management Committee**” and references to “**CPSA Executive Members**” were to “**CPSA Management Committee Members**” save that:

- (a) all voting is to be by show of hands; and
- (b) the minutes of the **CPSA Management Committee** shall only be circulated to **CPSA Executive Members** and this will occur prior to each meeting of **CPSA Executive**.

10. CPSA EXECUTIVE OFFICERS AND OTHER CPSA OFFICERS

10.1 Appointment and Term of CPSA Executive Officers

- 10.1.1 Immediately after the end of each **Annual General Meeting** (or the **Association Conference** during which that **Annual General Meeting** is held, whichever last occurs) the **CPSA Executive** shall meet and elect from among their number persons to fill the following offices ("**CPSA Executive Offices**" and each appointee a "**CPSA Executive Officer**"):
- (a) **CPSA President**;
 - (b) **CPSA Senior Vice-President**;
 - (c) **CPSA Vice-President**;
 - (d) **CPSA Secretary**;
 - (e) **CPSA Treasurer**;
 - (f) **CPSA Assistant Secretary**; and
 - (g) **CPSA Assistant Treasurer**.
- 10.1.2 A **CPSA Executive Member** may hold more than one **CPSA Executive Office**.
- 10.1.3 The **CPSA Executive** may hold an election to fill any casual vacancy in any **CPSA Executive Office**.
- 10.1.4 Nominees for the position of **CPSA Treasurer** shall show that they have the qualifications or the experience to carry out the duties of **CPSA Treasurer** and shall give brief details of that experience. The names and contact details of at least two (2) referees must be included with the nomination.
- 10.1.5 If at any time there is no suitable **CPSA Executive Member** available for appointment as **CPSA Treasurer**, the **CPSA Executive** must use its best endeavours to exercise its rights under **Rule 8.2.5** to appoint a suitable person as an **Appointed CPSA Executive Member** and as **CPSA Treasurer**.
- 10.1.6 Subject to this **Constitution** each **CPSA Executive Officer** will hold his or her office until the end of the next **Annual General Meeting** (or the **Association Conference** during which that **Annual General Meeting** is held, whichever last occurs).
- 10.1.7 The holder of a **CPSA Executive Office** will cease to hold that office if the person ceases to be a **CPSA Executive Member** for any reason.
- 10.1.8 **CPSA Executive** may from time to time in its absolute discretion remove any person from a **CPSA Executive Office** and appoint another **CPSA Executive**

Member to such **CPSA Executive Office**. No natural justice or review rights apply to any such action.

10.1.9 Any **CPSA Executive Member** may move a motion to the effect “That all **CPSA Executive Offices** be declared vacant and a ballot conducted immediately to fill each **CPSA Executive Office**”. Where such a motion is seconded:

- (a) the motion will be considered at the next scheduled meeting of the **CPSA Executive** or at an earlier meeting of the **CPSA Executive** convened for this purpose not less than seven days after the motion is moved and seconded;
- (b) the **CPSA Secretary** must immediately advise any **CPSA Executive Members** not present and the **CPSA Returning Officer** of the motion, and the date, time and place of the **CPSA Executive** meeting at which the motion will be considered; and
- (c) a majority of **CPSA Executive Members** shall be present as a quorum for the motion to be considered.

10.1.10 An election held to appoint or remove a **CPSA Executive Officer** or to consider a spill motion moved under the previous **Rule** must be held by secret ballot unless the **CPSA Executive** otherwise determines.

10.1.11 The **CPSA Secretary** shall maintain a **Register of CPSA Executive Officers**.

10.2 CPSA President

10.2.1 The **CPSA President** (or during his or her absence or if wishing to speak to a motion under discussion, one of the **CPSA Vice-Presidents**) shall preside at all **Association General Meetings** and all meetings of **CPSA Council**, **CPSA Executive**, **CPSA Management Committee** and all meetings held by any committee established by any such body.

10.2.2 In the event that the **CPSA President** and **CPSA Vice-Presidents** are absent and/or wish to speak to the motion under discussion the meeting shall elect a **Chairperson** from among their number to act during such absence or unavailability.

10.2.3 The **CPSA President** and any other person chairing a meeting in his or her absence or unavailability must comply with the requirements of **Rule 17.1.1** and the **Standing Orders**.

10.3 CPSA Secretary

The **CPSA Secretary** shall in addition to any other obligations imposed on him/her under this **Constitution**:

- (a) attend to all correspondence and records of the **Association** at the **Head Office**;
- (b) carry out all lawful directions of the **CPSA Council** and the **CPSA Executive** and shall exercise such initiative as may be needed to further the **CPSA Policies** and **Objectives** consistent with decisions of the **CPSA Executive** and remaining accountable to the **CPSA Executive** as a whole;
- (c) consult the **CPSA Assistant Secretary** whenever she/he or the **CPSA Executive** deem it necessary that all or any part of his or her duties be undertaken by the **CPSA Assistant Secretary** for a specified time; and
- (d) oversee the administrative work which arises as a consequence of the decisions and actions of **CPSA Council** and the **CPSA Executive** and be responsible for ensuring that the appropriate linkages are maintained between the **CPSA Management Committee**, **CPSA Executive** and **CPSA Council**.

10.4 **CPSA Treasurer**

The **CPSA Treasurer** shall in addition to any other obligations imposed on him/her under this **Constitution**:

- (a) ensure that all monies received by the **Association** are managed as required by this **Constitution**;
- (b) ensure that the **Association** complies with its obligations in respect of the keeping of financial records;
- (c) when authorised by **CPSA Executive** and/or **General Manager**, reimburse **CPSA Executive Members** and **CPSA Council Members** who incur reasonable expenses in connection with their duties.
- (d) ensure that a comprehensive assets register is maintained.

10.5 **General Manager**

10.5.1 The **General Manager** is the chief executive officer of the **Association** responsible for the day-to-day delivery of its services and the day-to-day management of its affairs. The **General Manager** reports to and acts on the instructions of **CPSA Executive** and is only answerable to **CPSA Executive** as a whole.

10.5.2 The **CPSA Executive** may from time to time appoint a suitably qualified person to the position of **General Manager** and may remove and appoint other such persons to this position on such terms and conditions as it thinks fit. No natural justice or review rights apply to any such action, provided

always that the removal of a person from the position of **General Manager** pursuant to this **Rule** shall not prejudice or adversely affect the rights of that person under any contract of employment, industrial award or other legal entitlement in respect of the person's service in that position.

- 10.5.3 The **CPSA Management Committee** shall review the work of the **General Manager** at least biennially and may engage a consultant to assist in the review. The **CPSA Management Committee** shall promptly report its findings to the **General Manager** and the **CPSA Executive**.
- 10.5.4 Where **CPSA Executive Members**, **CPSA Council Members** or other office holders of the **Association** undertake voluntary work for the **Association** they are answerable in respect of that work to, and must act on, the directions of the **General Manager** or other salaried officer(s) with responsibility for the work concerned.
- 10.5.5 The **General Manager** shall assume responsibility for any editorial comment in **Association** publications, including **THE VOICE**.
- 10.5.6 The **General Manager** shall be responsible for ensuring that all official correspondence and publications reflect **CPSA Policy** and **Objectives**.
- 10.5.7 As part of the **General Manager's** responsibilities under **Rule 10.5.1** the **General Manager** with the support of the **CPSA Executive** will ensure that the **Association** complies with its obligations under the Work Health & Safety Act 2011, any other applicable health and safety legislation and **WHS Protocols and Procedures** in respect of **Head Office** activities and at all meetings of the **CPSA Executive**, the **CPSA Management Committee**, the **CPSA Council** and **Association General Meetings** and otherwise protects and promotes the wellbeing of the **Members**, employees, volunteers and invitees of the **Association** in respect of all such activities.

10.6 Public Officer

- 10.6.1 The **CPSA Executive** will appoint the **General Manager** or such other eligible person as the **CPSA Executive** shall think fit as the **Public Officer** as required by the **Act**.
- 10.6.2 The **CPSA Executive** may at any time remove the person appointed as the **Public Officer** for the time being and appoint an eligible person as the new **Public Officer**. No natural justice or review rights apply to any such action.
- 10.6.3 The **Public Officer** must comply with all of his or her obligations under the **Act** and use his or her best endeavours to ensure that the **Association** meets all of its obligations under the **Act**.

10.7 CPSA Returning Officer

10.7.1 An **Individual Member** must be appointed as the **CPSA Returning Officer**:

- (a) by being elected as such at an **Annual General Meeting** of the **Association** immediately after the election of the **Elected CPSA Executive Members**; or
- (b) by being appointed as such by the **CPSA Executive** to fill a casual vacancy.

10.7.2 The term of appointment of the **CPSA Returning Officer** will commence at the time of his or her appointment and cease immediately after the election of the **Elected CPSA Executive Members** at the next **Annual General Meeting**.

10.7.3 A person is not eligible for appointment as the **CPSA Returning Officer** if he or she:

- (a) is related to or in a personal or business relationship with any **CPSA Officer**;
- (b) has any other relevant conflict of interest; or
- (c) has not consented to such appointment.

10.7.4 A person who consents to be appointed as the **CPSA Returning Officer** or who holds that office for the time being must promptly disclose to the **CPSA Secretary**:

- (a) the existence of any disqualifying relationship or relevant conflict of interest referred to in the previous **Rule**; or
- (b) if he or she is related to or in a personal or business relationship with any candidate for election as an **Elected CPSA Executive Member**.

10.7.5 Where the **CPSA Returning Officer** gives a notice under the previous **Rule** or the **CPSA Executive** reasonably considers that he or she should have done so, the **CPSA Executive** may:

- (a) remove the **CPSA Returning Officer** and appoint a qualified person in his or her place; or
- (b) require the **CPSA Returning Officer** to undertake his or her duties under the scrutiny of the **CPSA Auditor** and in compliance with any reasonable requirements of the **CPSA Auditor**.

No natural justice or review rights apply to any such action.

- 10.7.6 A person will cease to be the **CPSA Returning Officer** if the person:
- (a) dies;
 - (b) resigns as such by notice to the **CPSA Secretary**;
 - (c) ceases to be an **Individual Member** for any reason; or
 - (d) is removed as the **CPSA Returning Officer** pursuant to this **Constitution**.
- 10.7.7 If the **CPSA Returning Officer** is unable or unwilling to carry out any of the functions of this position for any reason, the **CPSA Executive** shall appoint a suitable person to be an alternate **CPSA Returning Officer** to do so.

11. BRANCHES

11.1 Establishment of Branches

- 11.1.1 Ten or more persons who are, or are eligible to become, **Individual Members** of the **Association** in any location in the State of New South Wales or near its borders may be established as a **Branch** by the **CPSA Executive**. The persons concerned must apply in writing to the **CPSA Secretary** in such form as the **CPSA Executive** may require. The application must be accompanied by a curriculum vitae of each of the proposed **Branch Officers** and in respect of each proposed **Branch Officer** the names and contact details of two referees who may be contacted by the **CPSA Executive**.
- 11.1.2 The previous **Rule** applies where the persons concerned are members of an unincorporated association which wishes to become a **Branch** save that in such a case the application:
- (a) must specify the names and addresses of each of the members of the association who wish to become a **Branch Member** of the new **Branch**;
 - (b) must be accompanied by full details of the assets and liabilities of the association and its past and current activities;
 - (c) must be accompanied by evidence that the members of the association have duly resolved to apply to become a **Branch** and to transfer to the **Association** all of the assets of the association remaining after meeting all of its obligations; and
 - (d) must be accompanied by an original or copy of a membership application form signed by each member who wishes to become a **Branch Member** of the new **Branch**.
- 11.1.3 An association which is already duly incorporated may apply to the **CPSA Secretary** to become a **Branch** and may be approved as a **Branch** by the

CPSA Council on the recommendation of the **CPSA Executive**, which approval may be given on such conditions as the **CPSA Council** thinks fit. Such terms shall include that each member of such **Incorporated Branch** will be treated for all purposes of this **Constitution** as an **Individual Member** and a **Branch Member**.

- 11.1.4 Before making any decision to establish a new **Branch** the **CPSA Executive** must consult with any existing **Branch** or **Area Council** in or near the location of the proposed **Branch**.
- 11.1.5 A **Branch** may not become an **Incorporated Branch** except with the prior approval of the **CPSA Council** on the recommendation of the **CPSA Executive**, which approval may be given on such conditions as the **CPSA Council** thinks fit. Such terms shall include that each member of such **Incorporated Branch** will be treated for all purposes of this **Constitution** as an **Individual Member** and a **Branch Member**.
- 11.1.6 As evidence of its establishment each **Branch** will be provided with a charter from the **CPSA Council**.

11.2 Roles and Powers of Branches

- 11.2.1 Subject to this **Constitution**, **Branches** are autonomous in the management of all functions of the **Branch** including the expenditure of **Branch** funds.
- 11.2.2 Other than the payment of the **Agreed Branch Payment Proportion** of the **Annual Membership Fees** as required by **Rule 4.8.3**, any payment required under **Rule 17.4** and the payments and transfers on dissolution to be made under **Rule 11.17.3**, a **Branch** shall have no obligation whatsoever to pay any amount or to transfer any property to another **Branch**, an **Area Council** or to the **CPSA Executive**.
- 11.2.3 Payment of the **Agreed Branch Payment Proportion** of the **Annual Membership Fees** as required by **Rule 4.8.3** shall be a first obligation of each **Branch**.
- 11.2.4 A **Branch** which is not an **Incorporated Branch** ("**Unincorporated Branch**") is an integral part of the **Association** without separate legal status and as such must comply in full with this **Constitution** and the **CPSA Policies** and **Objectives**. If an **Unincorporated Branch** has its own constitution, rules, by-laws or the like any provision of such a document will be of no force or effect to the extent that it conflicts with a provision of this **Constitution**.
- 11.2.5 An **Unincorporated Branch** must not issue any letter, statement, invoice, notice, publication, order for goods or services or receipt in connection with its activities unless the **Association's** name appears in legible characters on the document in one of the following manners as the case may be:

- (a) “## Branch of Combined Pensioners and Superannuants Association of NSW Inc”; or
- (b) “##, a Branch of Combined Pensioners and Superannuants Association of NSW Inc”.

11.2.6 **Incorporated Branches** have the benefit of and must comply with this **Constitution** subject only to any special conditions upon which they were granted status as a **Branch** or as otherwise agreed with the **Association**. Each member of an **Incorporated Branch** will be treated for all purposes of this **Constitution** as an **Individual Member** and a **Branch Member**.

11.3 Roles and Powers of Branch Meetings and Branch Executive

11.3.1 All decisions of a **Branch** are made by the **Branch Meeting**.

11.3.2 The **Branch Meeting** may establish a **Branch Executive** to:

- (a) provide leadership of the **Branch**;
- (b) make recommendations to the **Branch Meeting**;
- (c) facilitate the activities of the **Branch**; and
- (d) implement decisions of the **Branch Meeting**.

11.3.3 A **Branch Executive** will be comprised of:

- (a) each of the **Branch Officers**; and
- (b) such other **Branch Members** (if any) as are elected to the **Branch Executive** by the **Branch Meeting**.

11.3.4 The **Branch Executive** will meet monthly at a time date and place approved by an earlier **Branch Executive Meeting**. A special **Branch Executive Meeting** may be convened by three or more of the **Branch Officers** provided at least seven (7) days’ notice is given to each member of the **Branch Executive**. Where the **Branch Executive** so decides, a **Branch Executive Meeting** may be held at two (2) or more venues using any technology that gives each of the members of the **Branch Executive** present a reasonable opportunity to participate in the meeting.

11.3.5 The **Branch Executive** shall report orally or in writing on its recommendations and activities to each **Branch Meeting**.

11.3.6 Any committee set up by a **Branch** to conduct any particular business or activity on behalf of the **Branch** shall be at all times subject to the control of the **Branch**. The **Branch President**, **Branch Secretary** and **Branch Treasurer**

shall be entitled to attend ex-officio with full voting rights any meeting of such a committee.

11.4 Appointment and term of Branch Officers

11.4.1 A **CPSA Executive Member** nominated by the **CPSA Executive** is to be invited to attend the inaugural meeting of a new **Branch**.

11.4.2 At the inaugural meeting of each **Branch**, and at each **Branch Annual Meeting** thereafter, the **Branch Members** shall elect from their number the following **Branch Officers**:

- (a) the **Branch President**;
- (b) two **Branch Vice-Presidents**;
- (c) the **Branch Secretary**
- (d) the **Branch Assistant Secretary**; and
- (e) the **Branch Treasurer**.

11.4.3 A **Branch Member** may hold more than one **Branch Office**.

11.4.4 Subject to this **Constitution** each **Branch Officer** will hold his or her office until the end of the next **Branch Annual Meeting**.

11.4.5 A **Branch Meeting** may from time to time in its absolute discretion remove any person from a **Branch Office** and appoint another **Branch Member** to such **Branch Office**. No natural justice or review rights apply to any such action.

11.4.6 A person ceases to be a **Branch Officer** if the person:

- (a) dies;
- (b) resigns as such by notice to the **Branch Secretary**;
- (c) ceases to be a **Branch Member** for any reason;
- (d) is removed as a **Branch Officer** pursuant to this **Constitution**; or
- (e) is absent for three or more consecutive meetings of the **Branch Executive** or **Branch Meetings** without leave of absence or reasonable excuse.

11.4.7 Should any **Branch Office** become vacant for any reason the vacancy may be filled by the appointment by a **Branch Meeting** of an acting **Branch Officer** or by holding another election.

- 11.4.8 A **Branch Officer** shall within fourteen (14) days of ceasing to hold a **Branch Office** hand to the **Branch Secretary** all books, articles and any equipment held by him/her in respect of that **Branch Office**.
- 11.4.9 **Branch** elections must be conducted in accordance with any applicable **Standing Orders** and otherwise by such fair and democratic processes as the **Branch** may from time to time determine. Where a **Branch** has determined a process for elections that process may not be amended during the course of an election in any manner which may prejudice the rights of a candidate. No how to vote cards or other personal promotional material may be prepared or distributed to **Branch Members** but each candidate for election must be provided with an opportunity to briefly address the **Branch Meeting** at which the election is to be held for the purposes of stating his or her qualifications and experience for election and policies if elected.

11.5 Duties of Branch Officers

11.5.1 The **Branch President** shall:

- (a) chair all **Branch Meetings** and **Branch Executive Meetings**. In the absence of the **Branch President** (including as a result of him/her wishing to speak on a motion) his or her position as chair shall be filled by a **Branch Vice-President**. Should there be no **Branch Vice-President** present the meeting may elect a **Chairperson** to conduct the business;
- (b) ensure that the **Branch** complies with all of the obligations of the **Association** under the Work Health & Safety Act 2011, any other applicable health and safety legislation and **WHS Protocols and Procedures** in respect of all of the activities of the **Branch** including all **Branch Meetings, Branch Executive Meetings**, all fundraising activities and all **Branch** functions and trips and otherwise protects and promotes the wellbeing of the **Members**, employees, volunteers and invitees of the **Association** in respect of such activities. A **Branch** may appoint a member of the **Branch Executive** to assist the **Branch President** to meet his or her obligations under this paragraph (c) but the obligations of the **Branch President** may not be delegated to any such person; and
- (c) comply with the obligations of **Chairpersons** set out in **Rule 17.1.1**.

11.5.2 The **Branch Secretary** shall:

- (a) deal with all correspondence, submit same to the **Branch Executive** and the **Branch Meeting**;
- (b) report the **Branch Executive's** recommendations and activities to the **Branch Meeting**;

- (c) give effect to all resolutions of the **Branch Meeting** requiring secretarial attention;
- (d) keep an accurate record of the information in respect of each **Branch Member** which may be recorded in the **Register of Members** and the fees paid by each **Branch Member** and each **Associate Branch Member** in a **Branch Member Register**, which records shall be available for inspection at each **Branch Meeting** and each meeting of the **Branch Executive** and which will be promptly provided to the **CPSA Secretary** on reasonable request;
- (e) keep an accurate and up to date register of all **Branch Officers** and members of the **Branch Executive** and promptly provide a copy of the same to the **CPSA Secretary** following any change being recorded.
- (f) in conjunction with the **Branch Assistant Secretary** ensure all minutes of **Branch Meetings** are duly prepared as required by this **Constitution**; and
- (g) in conjunction with the **Branch Treasurer**, ensure that all fees payable by the **Branch** are duly paid by the **Branch Treasurer** to the appropriate **Area Council** or the **CPSA Treasurer** pursuant to **Rule 4.8.3** and that the information required by **Rule 4.8.7** is duly provided.

11.5.3 The **Branch Assistant Secretary** shall co-operate at all times with the **Branch Secretary** in fulfilling his or her duties and in the absence of the **Branch Secretary** become acting **Branch Secretary**.

11.5.4 The **Branch Treasurer** shall ensure that the **Branch** complies with its obligations under **Rules 4.8.3** and **11.13.1 to 11.13.13** (inclusive) and without limitation shall:

- (a) receive all payments due to the **Branch**;
- (b) issue receipts;
- (c) keep an accurate account of all income and expenditure of the funds of the **Branch**;
- (d) at each **Branch Meeting** hand the **Branch Secretary** a written statement setting out each item of income and expenditure since the date of previous **Branch Meeting** so that the balance may be entered in the minutes and a copy of the statement attached to the minutes.

11.6 **Branch Returning Officer**

11.6.1 The appointment and removal of persons as a **Branch Officer** and other positions in the **Branch** must be undertaken by secret ballot conducted by the

Branch Returning Officer. The **Branch Returning Officer** will be responsible for receiving the nominations and acceptances of candidates for election to all offices and other positions in the **Branch**.

- 11.6.2 A person (who need not be a **Branch Member**) must be appointed as the **Branch Returning Officer**:
- (a) by being elected as such at a **Branch Annual Meeting** immediately after the election of the **Branch Officers**; or
 - (b) by being appointed as such by a **Branch Meeting** to fill a casual vacancy.
- 11.6.3 The term of appointment of the **Branch Returning Officer** will commence at the time of his or her appointment and cease immediately after the election of the **Branch Officers** at the next **Branch Annual Meeting**.
- 11.6.4 A person is not eligible for appointment as the **Branch Returning Officer** if he or she:
- (a) is related to or in a personal or business relationship with any **Branch Officer**;
 - (b) has any other relevant conflict of interest; or
 - (c) has not consented to such appointment.
- 11.6.5 A person who consents to be appointed as the **Branch Returning Officer** or who holds that office for the time being must promptly disclose to the **Branch Secretary**:
- (a) the existence of any disqualifying relationship or relevant conflict of interest referred to in the previous **Rule**; or
 - (b) if he or she is related to or in a personal or business relationship with any candidate for election as a **Branch Officer** or to any other position the subject of an election to be conducted by him/her.
- 11.6.6 Where the **Branch Returning Officer** gives a notice under the previous **Rule** or the **Branch Meeting** reasonably considers that he or she should have done so, the **Branch Meeting** may:
- (a) remove the **Branch Returning Officer** and appoint a qualified person in his or her place; or
 - (b) require the **Branch Returning Officer** to undertake his or her duties under the scrutiny of the **Branch Auditor(s)** and in compliance with any reasonable requirements of the **Branch Auditor(s)**.

11.6.7 A person will cease to be the **Branch Returning Officer** if the person:

- (a) dies; or
- (b) resigns as such by notice to the **Branch Secretary**; or
- (c) is removed as the **Branch Returning Officer** pursuant to this **Constitution**.

11.6.8 If the **Branch Returning Officer** is unable or unwilling to carry out any of the functions of this position for any reason, a **Branch Meeting** shall appoint a suitable person to be an alternate **Branch Returning Officer** to do so.

11.7 **Branch Trustees and Branch Association General Meeting Delegates**

11.7.1 The **Branch** may for the time being appoint and replace up to two (2) **Branch Members** other than any **Branch Officers** as **Branch Trustees**.

11.7.2 Each **Branch** may from time to time appoint and replace:

- (a) up to two (2) **Branch Association General Meeting Delegates** for the first fifty (50) **Branch Members** or part thereof;
- (b) one (1) additional **Branch Association General Meeting Delegate** for each additional fifty (50) **Branch Members** or major part thereof; and
- (c) alternates with the right to attend and vote at **Association General Meetings** in the place of any **Branch Association General Meeting Delegate** who is unable or unwilling to attend an **Association General Meeting**.

11.8 **Conduct of Branch Meetings**

11.8.1 **Branch Meetings** shall be held at least monthly but this **Rule** may be relaxed by **Branches** in country areas with transport problems.

11.8.2 Each **Branch** shall hold a **Branch Annual Meeting** within three months after the end of its financial year unless the **CPSA Executive** permits a **Branch** to hold its **Branch Annual Meeting** at a later date.

11.8.3 The time, date and place for each **Branch Meeting** will be decided by an earlier **Branch Meeting** and typically will be at the same place and at a regular time and date.

11.8.4 Each **Branch Member** is entitled to attend, speak and vote at a **Branch Meeting**.

11.8.5 A **Member** who is not a **Branch Member** of a **Branch** may attend and speak but not vote at a **Branch Meeting** of that **Branch** and where possible should give notice to the **Branch** of his or her proposed attendance.

11.9 Quorum

11.9.1 No item of business is to be transacted at a **Branch Meeting** unless a quorum of **Branch Members** is present during the time the meeting is considering that item.

11.9.2 Ten per cent (10%) of **Branch Members**, with a minimum of five (5) where there are fewer than fifty (50) **Branch Members**, shall constitute a quorum. Where a **Branch Meeting** regularly fails to attain such a quorum a duly constituted **Branch Meeting** may resolve that a lesser number of **Branch Members** may constitute a quorum.

11.9.3 If within half an hour after the appointed time for the commencement of a **Branch Meeting** a quorum is not present, the meeting is dissolved.

11.10 Adjournment

11.10.1 The **Chairperson** of a **Branch Meeting** at which a quorum is present may, with the consent of the majority of **Branch Members** present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

11.10.2 Notice of an adjournment of a **Branch Meeting** or of the business to be transacted at the adjourned meeting is not required to be given.

11.11 Making of decisions at Branch Meetings

11.11.1 All decisions at a **Branch Meeting** are to be made by a simple majority of those **Branch Members** present and voting on the motion unless otherwise required by this **Constitution**.

11.11.2 Voting on motions at an **Branch Meeting** is to be made by either:

- (a) a show of hands; or
- (b) if required by this **Constitution** or on the motion of the **Chairperson** or if five (5) or more **Branch Members** present at the meeting request that the question should be determined by a secret ballot, a secret ballot.

11.11.3 A declaration by the **Chairperson** that a resolution has been carried or carried unanimously or carried without dissent or carried by a particular majority or lost, or an entry to that effect in the minute book of the **Branch**, is evidence of

the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

11.11.4 If the passing of the resolution is to be determined by a secret ballot, the ballot is to be conducted in accordance with the reasonable directions of the **Chairperson** unless otherwise provided by this **Constitution** or the **Standing Orders**.

11.11.5 On any question arising at a **Branch Meeting** each **Branch Member** present has one vote.

11.11.6 In the case of an equality of votes on a question at a **Branch Meeting**, the **Chairperson** of the meeting is not entitled to exercise a second or casting vote.

11.11.7 A **Branch Member** has no right to appoint a proxy and there is no voting by proxy at any **Branch Meeting**.

11.12 Minutes of Branch Meetings

The **Branch Secretary** shall procure that minutes of the proceedings of each **Branch Meeting**:

- (a) are promptly prepared after each meeting;
- (b) are reviewed and signed by the **Chairperson** as a true and accurate record;
- (c) are entered in a minute book for **Branch Meetings**;
- (d) are read to the next **Branch Meeting** and are confirmed as correct by that **Branch Meeting**; and
- (e) are available for inspection at each **Branch Meeting** and otherwise on reasonable request by any **Branch Member**.

11.13 Branch financial management and audit

11.13.1 The **Branch** will comply with the requirements of **Rules 14.1** and **14.3** and the requirements of the **Act** in respect of all financial transactions of the **Branch**.

11.13.2 All items of **Branch** expenditure:

- (a) must be authorised at a **Branch Meeting**;
- (b) must be made for the purposes of the **Branch**; and
- (c) must not confer a **Pecuniary Gain** on any **Member** in breach of the **Act**.

11.13.3 A **Branch** must promptly reimburse reasonable expenses incurred by:

- (a) **Branch Area Council Delegates, Branch Association General Meeting Delegates, Stand Alone Branch CPSA Council Members** and persons who attend other meetings with the approval of the **Branch**; and
- (b) any other person for the benefit of the **Branch** in accordance with the prior approval of the **Branch Meeting**.

11.13.4 Wherever possible a **Branch** should pay one half of the expenses reasonably incurred by a **CPSA Officer** attending a **Branch Meeting** or a **Branch Executive Meeting** at the request of the **Branch**.

11.13.5 The funds of the **Branch** shall be deposited and held in a bank account:

- (a) at a bank agreed upon by the **Branch**;
- (b) in the name of the **Branch**;
- (c) which, subject to **Rule 11.13.6**, shall be operated by not less than two (2) of the **Branch President**, the **Branch Secretary**, the **Branch Treasurer** and the **Branch Trustees** (if any).

11.13.6 When two of the account operators specified in **Rule 11.13.5(c)** are related or are in a personal or business relationship only one of those persons may be an operator of the account and another **Branch Officer** may be appointed by the **Branch** to be an operator of the account.

11.13.7 Receipts issued by a **Branch** must not be signed by the person who paid the money to the **Branch** or by a person who is related to or in a personal or business relationship with the person who paid the money to the **Branch**.

11.13.8 The **Branch Treasurer** shall prepare a financial statement of the **Branch** accounts as at the last day of the financial year of the **Branch**, and present this and the account books to the **Branch Auditor(s)** in sufficient time to allow the **Branch Treasurer** to submit the audited accounts to the **Branch Annual Meeting**.

11.13.9 The **Association** is obliged to include in its statutory accounts all of its assets and all of its liabilities. As the assets and liabilities of each **Unincorporated Branch** are assets and liabilities of the **Association**, all such **Branches** are obliged by the **Act** to forward to the **CPSA Treasurer** a **Financial Year** (1 July – 30 June) Income, Expenditure, Assets, Liabilities and Investment Statement ("**Statement**"). The Statement shall be in a form recommended by the **CPSA Auditor** from time to time and will include:

- (a) the **Branch** account(s) opening balance(s);

- (b) the total **Branch** income for the year;
- (c) the total **Branch** expenditure for the year;
- (d) the **Branch** account(s) closing balance(s);
- (e) the **Branch** term deposit(s)/investment(s) (or similar) opening balance(s);
- (f) the **Branch** term deposit(s)/investment (s) (or similar) closing balance(s);
- (g) details of all known assets and liabilities of the **Branch**.

11.13.10 The Statement shall be authorised and signed by the **Branch Auditor(s)** and by the **Branch Treasurer** or another **Branch Officer** and reach the **CPSA Treasurer** by 31 August. Failure to comply with this requirement will expose the **Association** and the **Branch Officers** to prosecution under the **Act**.

11.13.11 **Incorporated Branches** need not comply with **Rules 11.13.9** and **11.13.10** but must meet their financial reporting obligations under the relevant legislation applying to them and must promptly provide a copy of any statutory financial statements and reports to the **CPSA Secretary** if requested.

11.13.12 A Branch must have a **Branch Auditor** to audit its annual financial statements for submission to each **Branch Annual Meeting** and to audit and authorise the **Statement** of the **Branch** under **Rule 11.13.9**. The following provisions apply in respect of the position of **Branch Auditor**:

- (a) Subject to the following **Rule**, the position of Branch Auditor must be held by either:
 - (i) an accountant in public practice who is a member of a recognised professional accounting body such as CPA, ICA, NIA or NTAA ("**Professional Auditor**"); or
 - (ii) any two persons.
- (b) A person appointed as a **Branch Auditor** may but need not be a **Branch Member**.
- (c) A person is not eligible for appointment or to remain as a **Branch Auditor** if he or she:
 - (i) is a **Branch Officer** or is related to or in a personal or business relationship with any **Branch Officer**;

- (ii) is a person handling any finances related to **Branch** activities or is related to or in a personal or business relationship with any such person;
 - (iii) has any other relevant conflict of interest;
 - (iv) does not have a suitable financial background to capably carry out such duties in the reasonable opinion of the Branch; or
 - (v) has not consented in writing to such appointment.
- (d) Where there is a vacancy in the position of **Branch Auditor** the **Branch** must act promptly to fill the vacancy.

11.13.13 A **Branch** with assets valued at more than the Professional Auditor Trigger Amount as at 30 June in any year must appoint a **Professional Auditor** as its **Branch Auditor** and that person must audit and authorise the **Statement** for the **Branch** under **Rule 11.13.9** for that year and the **Branch** financial statements for the year ending on that date or a later date. A **Branch** must maintain the appointment of a **Professional Auditor** as its **Branch Auditor** until such time as it has lodged a **Statement** under **Rule 11.13.9** which discloses that the **Branch** has assets valued at less than the Professional Auditor Trigger Amount on June 30 of the year of that **Statement**.

The Professional Auditor Trigger Amount is:

- (a) \$25,000 until 29 June 2016;
- (b) \$28,000 on and from 30 June 2016 until 29 June 2018; and
- (c) on and from 30 June 2018 and each second anniversary of that date thereafter, such amount as the CPSA Executive may determine by adjusting the sum of \$28,000 to take into account the increase in the Sydney Consumer Price Index (All Groups) since last published prior to 30 June 2016 and rounding up the adjusted sum to the next whole \$1,000.

11.13.14 A **Branch** may on one occasion only change its next financial year to a period of less than 18 months which ends on 30 June and thereafter its financial year will be the 12 months ending on 30 June in each year.

11.13.15 Except where a **Branch** is accumulating funds for a specific project approved by the **Branch**, a **Branch** is expected to spend all funds raised by it during a financial year on activities and purposes engaged in or supported by the **Branch** during the financial year after making proper provision for any liabilities incurred by the **Branch** and pending commitments of the **Branch**.

11.14 Non-transacting Branch

Where an existing **Branch** or a **Branch** proposed to be formed agrees to be designated as a **Non-transacting Branch** the following will apply:

- (a) the **Branch** may not undertake any financial transactions whatsoever save that:
 - (i) a **Branch Member** may collect payments for **Branch** events where he or she does so for the person providing the **Branch** event and the amount collected is equal to the charge for the **Branch** event; and
 - (ii) a **Branch Member** may collect donations for payment directly to the **CPSA Treasurer** or some other charity nominated by the **Branch**.
- (b) **Branch Officers** and **Branch Members** will not be entitled to any reimbursement for any expense incurred by them in respect of the **Branch**;
- (c) **Branch Members** will pay all of their **Annual Membership Fees** in respect of the **Non-transacting Branch** directly to the **CPSA Treasurer** at the **Head Office** as if **Unattached Members**;
- (d) there will be no **Branch Treasurer** of the **Branch**;
- (e) the Branch will have a **Financial Year** of 1 July to 30 June unless otherwise approved by the **CPSA Executive**;
- (f) if the Branch is a member of an **Area Council**, it will notify **Head Office** and **Head Office** will make the payment required under **Rule 4.8.3**; and
- (g) the provisions of **Rule 11.13** will not apply to the **Branch**.

11.15 Branch may be member of Area Council

11.15.1 Each **Branch** may choose to be affiliated with its appropriate **Area Council**.

11.15.2 New **Branches** are encouraged to join the nearest **Area Council**. The **CPSA Secretary** shall forward the list of names and addresses of **Area Councils** to a newly established **Branch** along with advice on the advantages of belonging to an **Area Council**.

11.15.3 Each **Branch** may from time to time appoint and replace the number of **Branch Area Council Delegates** to which it is entitled pursuant to **Rules 12.4.4** or **12.4.5**.

11.15.4 All reports from **Branch Area Council Delegates** to **Area Council** or from **Area Councils** to **CPSA Council** should be in a written form, whether the relevant delegates attends the meeting concerned in person or not.

11.15.5 **Branches** with problems or seeking advice are encouraged to go first to their respective **Area Council**. The **Area Council** may, in turn, seek advice from **CPSA Council** if necessary. **Branches** are encouraged first to work through the system, rather than approach **Head Office** staff directly.

11.16 Stand Alone Branch Status

11.16.1 The **CPSA Council** may designate a **Branch** to be a **Stand Alone Branch** where it is not a member of an **Area Council**.

11.16.2 A **Stand Alone Branch** may from time to time to appoint and replace one **CPSA Council Member** ("**Stand Alone Branch CPSA Council Member**") and an alternate for such person provided it gives at least seven (7) days' written notice prior to a **CPSA Council** meeting of those appointments and that one of their delegates will be in attendance. If the number of **Stand Alone Branch CPSA Council Members** exceeds the accommodation available at the meeting venue, the **General Manager** determine by lot which **Stand Alone Branch CPSA Council Members** may attend, and promptly advise all affected **Stand Alone Branch CPSA Council Members** accordingly.

11.16.3 All **Stand Alone Branches** are encouraged to submit written reports of their **Branch's** activities at least seven (7) days prior to each **CPSA Council** meeting.

11.17 Dissolution of a Branch

11.17.1 A **Branch** with fewer than ten (10) **Branch Members** may continue to function if, in the opinion of the **Branch**, it is viable to do so.

11.17.2 A **Branch** may be dissolved:

(a) pursuant to a resolution to do so carried by not less than four-fifths (80%) of the **Branch Members** present at a special **Branch Meeting** convened to consider the resolution provided all **Branch Members** and the CPSA Secretary were given not less than twenty-one (21) days' notice in writing of such the meeting in which the business of the meeting was clearly set out; and

(b) pursuant to **Rule 16.4.6**.

11.17.3 When a **Branch** is dissolved pursuant to the previous **Rule** or **Rule 16.4.6**:

(a) the **Branch** must immediately cease all of its activities;

- (b) a person appointed by the **CPSA Council** shall take control of all bank accounts, property, funds and documents of the **Branch** and payment of any remaining liabilities of the **Branch** out of such funds. The **Association** will not be liable to pay any debts previously incurred by a **Branch** in excess of such funds;
- (c) the **Branch Trustees** (if any) and the **Branch Officers** shall promptly do all such things and sign all such documents as may be necessary to give effect to the previous paragraph; and
- (d) all **Branch Officers** and other persons appointed to positions by the **Branch** will be taken to have resigned from their respective offices.

11.17.4 When a **Branch** has been dissolved it shall cease to hold itself out as being a **Branch** or to have any relationship or affiliation with the **Association** and shall cease to be entitled to exercise any of the rights of a **Branch** under this **Constitution**.

11.17.5 The **Members** of a **Branch** will not cease to be **Members** of the **Association** by virtue of the dissolution of the **Branch** and will be taken to be **Unattached Members** for the time being.

12. AREA COUNCILS

12.1 Establishment of Area Councils

12.1.1 The **CPSA Council** may on the application of two (2) or more **Branches** and on the recommendation of the **CPSA Executive** after consultation with any existing **Branch** or **Area Council** in or near the location of the proposed **Area Council** establish an **Area Council**.

12.1.2 As evidence of its establishment each **Area Council** will be provided with a charter from the **CPSA Council**.

12.1.3 Only **Branches** may be members of an **Area Council**.

12.2 Roles and Powers of Area Councils

12.2.1 An **Area Council** shall provide leadership in such activities as may be undertaken jointly by the **Branches** comprising the **Area Council** in support of the **CPSA Policies** and **Objectives** or in local matters of interest or benefit to **Branch Members** of those **Branches**.

12.2.2 Subject to this **Constitution**, **Area Councils** are autonomous in the management of all their functions including the expenditure of **Area Council** funds.

- 12.2.3 Other than the payment of the **Agreed Area Council Payment Proportion** of the **Annual Membership Fees** as required by **Rule 4.8.3** and the payments and transfers on dissolution to be made under **Rule 12.7.2**, an **Area Council** shall have no obligation whatsoever to pay any amount or to transfer any property to a **Branch**, another **Area Council** or to the **CPSA Executive**.
- 12.2.4 Payment of the **Agreed Area Council Payment Proportion** of the **Annual Membership Fees** as required by **Rule 4.8.3** shall be a first obligation of each **Area Council**.
- 12.2.5 **Area Councils** are an integral part of the **Association** without separate legal status and as such must comply fully with this **Constitution** and the **CPSA Policies and Objectives**.
- 12.2.6 An **Area Council** must not issue any letter, statement, invoice, notice, publication, order for goods or services or receipt in connection with its activities unless the **Association's** name appears in legible characters on the document in the following manner: “## Area Council of Combined Pensioners and Superannuants Association of NSW Inc”.
- 12.3 Appointment of organisers, conference delegates and CPSA Council delegates**
- 12.3.1 An **Area Council** shall have the right to appoint an **Area Council** organiser or organisers annually, subject to such appointment being approved by **CPSA Council** and all organising expenses being met by the **Area Council**.
- 12.3.2 Each **Area Council** consisting of five or more **Branches** shall be entitled to appoint and replace from time to time two (2) delegates to each **Association General Meeting**, and each smaller **Area Council** shall be entitled to appoint and replace one (1) delegate, such delegates appointed for the time being referred to as “**Area Council Association General Meeting Delegates**”.
- 12.3.3 An **Area Council** may from time to time appoint and replace alternates with the right to attend and vote at **Association General Meetings** in the place of any **Area Council Association General Meeting Delegate** of the **Area Council** who is unable or unwilling to attend.
- 12.3.4 **Area Councils** shall be entitled to appoint and replace from time to time two (2) **CPSA Council Members** for the first two thousand (2,000) **Branch Members** or part thereof, plus one additional **CPSA Council Member** for each additional one thousand (1,000) **Branch Members** covered by the **Area Council**, such persons appointed for the time being referred to as “**Area Council CPSA Council Members**”.
- 12.3.5 An **Area Council** may from time to time appoint and replace alternates with the right to attend and vote at meetings of the **CPSA Council** in the place of

any **Area Council CPSA Council Member** of the **Area Council** who is unable or unwilling to attend.

- 12.3.6 An **Area Council** must give notice to the CPSA Secretary at least seven (7) days prior to a **CPSA Council** meeting, if, and how many, **Area Council CPSA Council Members** of the **Area Council** will be in attendance. This will enable the CPSA Secretary to establish the accommodation availability for **Stand Alone Branch CPSA Council Members**.

12.4 Meetings of Area Councils

12.4.1 Each:

- (a) **Branch Area Council Delegate**; and
- (b) the **Area Council President, Area Council Secretary** and the **Area Council Treasurer**;

may attend, speak and vote at a meeting of an **Area Council**.

- 12.4.2 Meetings of an **Area Council** shall be held regularly as determined by the **Area Council**.

- 12.4.3 Meetings of an **Area Council** shall be conducted in accordance with the principles of **Rules 11.8 to 11.12** in respect of **Branch Meetings**. Where the **Area Council** so decides, an **Area Council** meeting may be held at two (2) or more venues using any technology that gives each of the **Area Council Officers** and other **Branch Area Council Delegates** present a reasonable opportunity to participate in the meeting.

- 12.4.4 Subject to **Rules 12.4.7** and **12.4.8**, each member **Branch** of an **Area Council** which has four or fewer member **Branches** may appoint up to three **Branch Area Council Delegates** provided that a member **Branch** with more than two hundred (200) **Branch Members** may appoint an additional **Branch Area Council Delegate** for each additional one hundred (100) **Branch Members** or part thereof.

- 12.4.5 Subject to **Rules 12.4.7** and **12.4.8**, each member **Branch** of an **Area Council** which has more than four member **Branches** may appoint up to two **Branch Area Council Delegates** provided that a member **Branch** with more than 100 **Branch Members** may appoint an additional **Branch Area Council Delegate** for each additional one hundred 100 **Branch Members** or part thereof.

- 12.4.6 A **Branch** may appoint alternates with the right to attend and vote at meetings of the **Area Council** in the place of any **Branch Area Council Delegate** of the **Branch** who is unable to attend.

- 12.4.7 The **Area Council President**, **Area Council Secretary** and the **Area Council Treasurer** shall be ex-officio entitled to attend, speak and vote at meetings of an **Area Council** while occupying such offices. The **Branch** which each represents shall be entitled to appoint an additional **Branch Area Council Delegate** in their place.
- 12.4.8 The appointment of a **Branch Area Council Delegate** or alternate **Branch Area Council Delegate** of a **Branch**:
- (a) becomes effective upon the **Area Council Secretary** receiving notice of the appointment by the **Branch** making the appointment; and
 - (b) continues until the **Area Council Secretary** receives notice of a replacement appointment or the revocation of the appointment.
- 12.4.9 The **Area Council Secretary** shall keep and maintain a register of **Branch Area Council Delegates** and alternates appointed by each member **Branch** for the time being and of all **Area Council Officers** in office for the time being and shall promptly provide a copy to the **CPSA Secretary** upon any change being entered in them.
- 12.5 Area Council Officers**
- 12.5.1 The **Area Council Officers** to be elected annually at a meeting of the **Area Council** from the **Branch Area Council Delegates** shall be:
- (a) the **Area Council President**;
 - (b) two **Area Council Vice-Presidents**;
 - (c) the **Area Council Secretary**;
 - (d) the **Area Council Assistant Secretary**;
 - (e) the **Area Council Treasurer**; and
 - (f) two **Area Council Trustees**.
- 12.5.2 An **Area Council** with fewer than five (5) member **Branches** need not appoint **Area Council Trustees**.
- 12.5.3 A meeting of an **Area Council** may from time to time in its absolute discretion remove any person from an **Area Council Office** and appoint another **Area Council Delegate** to such **Area Council Office**. No natural justice or review rights apply to any such action.
- 12.5.4 A person ceases to be an **Area Council Officer** if the person:
- (a) dies;

- (b) resigns as such by notice to the **Area Council Secretary**;
- (c) ceases to be a **Branch Member** of a member **Branch** for any reason;
- (d) is removed as an **Area Council Officer** pursuant to this **Constitution**; or
- (e) is absent for three or more consecutive meetings of the **Area Council** without leave of absence or reasonable excuse.

12.5.5 Should any **Area Council Office** become vacant for any reason the vacancy may be filled by the appointment by a meeting of the **Area Council** of an acting **Area Council Officer** or by holding another election.

12.5.6 An **Area Council Officer** shall within fourteen (14) days of ceasing to hold an **Area Council Office** hand to the **Area Council Secretary** all books, articles and any equipment held by him/her in respect of that **Area Council Office**.

12.5.7 The duties of the **Area Council Officers** shall be substantially the same as those of the equivalent **Branch Officers** including the responsibilities of the **Area Council President** regarding compliance with all of the obligations of the **Association** under the Work Health & Safety Act 2011, any other applicable health and safety legislation and **WHS Protocols and Procedures** in respect of all of the activities of the **Area Council** and the protection and promotion of the wellbeing of **CPSA's Members**, employees, volunteers and invitees in respect of all such activities.

12.6 **Area Council financial management and audit**

12.6.1 The funds of an **Area Council** shall be controlled and managed in accordance with the provisions of **Rule 11.13** relating to the funds of **Branches**.

12.6.2 An **Area Council** shall appoint auditors in accordance with those provisions.

12.6.3 An **Area Council** shall comply with the requirements of **Rule 14.1** and the requirements of the **Act** in respect of all financial transactions of the **Area Council** and in particular shall provide an audited **Financial Year** (1 July – 30 June) Income, Expenditure, Assets, Liabilities and Investment Statement to the **CPSA Treasurer** on or before 31 August each year substantially as required by **Rule 11.13.9**.

12.6.4 An **Area Council** must pay the reasonable out-of-pocket expenses of any members and/or delegates of the **Area Council** who attend meetings as invited or required by the **Area Council**.

12.6.5 An **Area Council** may not seek nor accept additional payments beyond its share of **Annual Membership Fees** paid by its member **Branches** but may charge a reasonable fee to participants in any social activity provided by it.

12.7 Dissolution of an Area Council

12.7.1 An Area Council may be dissolved:

- (a) if fewer than two **Branches** remain as members of the **Area Council**;
- (b) if a resolution to do so is carried by not less than four-fifths (80%) of the **Branch Members** covered by the **Area Council** present at a special meeting convened to consider the resolution provided all **Branch Members** and the **CPSA Secretary** are given not less than twenty-one (21) days' notice of such meeting in which the business of the meeting is clearly set out; or
- (c) pursuant to **Rule 16.4.6**.

12.7.2 When an Area Council is dissolved pursuant to the previous Rule or Rule 16.4.6:

- (a) the **Area Council** must immediately cease all of its activities;
- (b) a person appointed by the **CPSA Council** shall take control of all bank accounts, property, funds and documents of the **Area Council** and make payment any remaining liabilities of the **Area Council** out of such funds. The **Association** will not be liable to pay any debts previously incurred by an **Area Council** in excess of such funds;
- (c) the **Area Council Trustees** (if any) and the **Area Council Officers** shall promptly do all such things and sign all such documents as may be necessary to give effect to the previous paragraph;
- (d) all **Area Council Officers** and other persons appointed to positions by the **Area Council** will be taken to have resigned from their respective offices; and
- (e) it shall cease to hold itself out as being a **Area Council** or to have any relationship or affiliation with the **Association** and shall cease to be entitled to exercise any of the rights of an **Area Council** under this **Constitution**.

13. THE VOICE OF PENSIONERS AND SUPERANNUANTS AND OTHER OFFICIAL PUBLICATIONS

13.1 THE VOICE

- 13.1.1 The **CPSA Executive** shall publish a periodical newspaper entitled "The Voice of Pensioners and Superannuants" which shall be the official organ of the **Association**.

13.1.2 The **General Manager** is responsible for the day to day operational and editorial issues arising in respect of the publication of **THE VOICE** and any other official publications of the **Association**

13.2 Powers of the CPSA Executive

13.2.1 All matters relating to production, circulation, sales, advertising and editorial content shall be vested in the **CPSA Executive** which may give such instructions and directions as it thinks fit to the **General Manager**.

13.2.2 The **CPSA Executive** shall at all times have regard for the **CPSA Policies and Objectives** to be non-sectarian, non-racial and non-party political, and shall not permit the publication of any material it considers to be in conflict with any of the **CPSA Policies and Objectives**.

13.2.3 The **General Manager** shall ensure that decisions, directions, reports and statements of the **Association Conference, CPSA Council** or **CPSA Executive** are published in **THE VOICE** and any other official publications in such a manner as may be required by the **CPSA Executive**.

13.2.4 The **CPSA Treasurer** shall keep proper accounts of all financial transactions connected with the production and distribution of **THE VOICE** and any other official publications and produce a financial statement of the same annually or whenever so required by the **CPSA Executive**.

14. FINANCIAL MANAGEMENT AND AUDIT

14.1 Source and management of funds received

14.1.1 The funds of the **Association** (including the funds of **Unincorporated Branches** and **Area Councils**) are to be derived from:

- (a) entrance fees and annual subscriptions of **Members**;
- (b) donations and other charitable fundraising activities such as street stalls and raffles;
- (c) grants; and
- (d) subject to any resolution passed by an **Association General Meeting**, such other sources as the **CPSA Executive** determines for the time.

14.1.2 All money received by the **Association** (including money received by **Unincorporated Branches** and **Area Councils**) must be deposited as soon as practicable and without deduction to the credit of a bank or other authorised deposit-taking institution account:

- (a) held in the name of the **Association** or the relevant **Unincorporated Branch** or **Area Council**; and
- (b) operated in accordance with this **Constitution**.

14.1.3 The **Association** (including **Unincorporated Branches** and **Area Councils**) must, as soon as practicable after receiving any money, issue an appropriate receipt. Receipts must be signed by the **Member** or other person who received the moneys concerned on behalf of the **Association**, who should be a person other than the payer.

14.1.4 Without limiting the previous **Rules** it is unacceptable that cash of the **Association** be kept at a **Member's** home or on the **Branch** or **Area Council** premises or at **Head Office** when it can be deposited in the bank account of the **Association**, **Branch** or **Area Council**. All cash must be promptly counted by a **Member** or other authorised person upon receipt, then re-counted by another **Member** or authorised person who is not related to or in a personal or business relationship with the first mentioned **Member** or authorised person with both such persons signing a written form as to the amount received and then such cash must be banked as soon as reasonably possible.

14.2 Budgets and financial performance

14.2.1 Prior to the end of each **Financial Year** the **CPSA Executive** will prepare a Budget for the following **Financial Year**.

14.2.2 Without prior approval of an **Association General Meeting**, the **CPSA Executive** may not budget for a deficit on its operations.

14.2.3 If a monthly financial statement shows a deficit of \$10,000 or more, and the deficit is not corrected within three (3) months, the **CPSA Executive** as a whole shall be deemed to have resigned.

14.3 Financial records

The **Association** (including **Unincorporated Branches** and **Area Councils**) must keep records that correctly record and explain all of its financial transactions and its financial position and otherwise comply with the requirements of the **Act** and the reasonable requirements of the **CPSA Auditor**.

14.4 Financial Statements

As soon as practicable after the end of each **Financial Year** the **CPSA Treasurer** must:

- (a) cause financial statements of the **Association** for that **Financial Year** to be prepared in accordance with the **Act**;
- (b) procure that these financial statements are audited by the **CPSA Auditor** in time for them to be submitted to the next **Annual General Meeting**;
- (c) cause these financial statements and the **CPSA Auditor's** report thereon to be submitted to the next **Annual General Meeting**.

14.5 CPSA Auditor

- 14.5.1 The **Association** shall appoint a person to act as the auditor of the **Association**.
- 14.5.2 The person appointed as the **CPSA Auditor**:
- (a) must be a person qualified to act as the auditor in accordance with the requirements of the **Act** for the time being; and
 - (b) must not be closely related to any **Association Office Holder**.
- 14.5.3 The **CPSA Auditor** must promptly resign if he or she ceases to be qualified to act as **CPSA Auditor** for any reason.
- 14.5.4 Subject to the following **Rule** the **CPSA Auditor** shall be appointed by an **Association General Meeting** and where so appointed will hold office as the **CPSA Auditor** until he or she:
- (a) dies;
 - (b) resigns by notice to the **CPSA Secretary**; or
 - (c) is removed by resolution of an **Association General Meeting**.
- 14.5.5 Where a casual vacancy arises in the office of **CPSA Auditor** the **CPSA Executive** must appoint a qualified person to be the **CPSA Auditor** until the close of the next **Annual General Meeting** at which time the person so appointed may be appointed as the **CPSA Auditor** by the **Annual General Meeting**.
- 14.5.6 A person may only be appointed as the **CPSA Auditor** by an **Association General Meeting** where a **Member** nominates the person for appointment by notice to the **CPSA Secretary** at least 21 days prior to the meeting together with the consent of the nominee.
- 14.5.7 The **CPSA Secretary** must promptly notify the **CPSA Auditor** of any proposal to move a motion for his or her removal and must promptly provide to him/her

a copy of any nomination and consent of a proposed replacement **CPSA Auditor**.

14.5.8 The **CPSA Auditor** is entitled to notice of and to attend and speak at the **Annual General Meeting**.

14.5.9 The **CPSA Auditor** shall undertake such work as he or she shall think fit for the purposes of complying with the requirements of the **Act** and any applicable professional standards.

14.5.10 Each **Association Office Holder** and each **Branch Auditor** and **Area Council Auditor** must promptly respond to any reasonable request of the **CPSA Auditor**, including providing access to and copies of all documents held by him/her and answering truthfully any questions in respect of any acts or omissions of the **Association** or any **Association Office Holder**.

14.6 **Annual Report**

As soon as practicable after the end of each **Financial Year** the **CPSA Secretary** must cause an **Annual Report** on the activities of the **Association** during the last preceding **Financial Year** to be prepared for submission to the **Annual General Meeting**.

15. **RECORDS AND REGISTERS OF THE ASSOCIATION**

15.1 **Custody of books and records**

15.1.1 Except as otherwise provided by this **Constitution**, the **Public Officer** must keep in his or her custody or under his or her control at the **Head Office** or as otherwise approved by the **CPSA Executive** all records, books and other documents relating to the **Association** including all minutes, registers and financial records.

15.1.2 Such books and records may be destroyed where permitted by the **Act** or otherwise by any other applicable legislation.

15.2 **Inspection of books and records of the Association**

15.2.1 Subject only to any requirements of the **Act**, any applicable law or court order or this **Constitution**:

- (a) the names, addresses and other personal information of **Members**, **Association Office Holders**, volunteers and employees of the **Association** shall be securely kept by the **General Manager**, **Branches** and **Area Councils** in accordance with the Ten National Privacy Principles (extracted from the Privacy Amendment (Private Sector) Act 2000) and any other privacy legislation which applies to the **Association**.

- (b) only those members of staff or **Association Office Holders** who require access to such information for the purposes of the smooth running of the **Association** may have access to this information.
- (c) the copying or other distribution of the **Register of Members**, the **Register of Association General Meeting Delegates**, the **Register of CPSA Executive Officers**, a **Branch Member Register** or an **Area Council Delegate Register** for any purpose other than the governance of the **Association** is prohibited.

15.2.2 The following documents must be available for inspection, free of charge, by any **Member** during the normal hours of opening of the **Head Office**:

- (a) the **Register of Members**;
- (b) the **Register of Association General Meeting Delegates**;
- (c) the **Register of CPSA Executive Officers**;
- (d) the minutes of each **Association General Meeting** held during the previous five (5) years;
- (e) the financial statements and **Annual Reports** submitted to the **Annual General Meetings** held during the previous five (5) years;
- (f) this **Constitution**, the **CPSA Policies**, the **Objectives**, the **Standing Orders** and any **Code of Conduct**; and
- (g) any other document which the **Act** requires to be made available for inspection.

15.2.3 A **Member** may obtain a copy of any of the documents set out in the previous **Rule** or any part thereof on payment of a fee determined for the time being by the **CPSA Executive**, such fee not being greater than the fee prescribed pursuant to the **Act**.

15.2.4 If a **Member** requests that any information contained on the **Register of Members** and the **Register of Association General Meeting Delegates** about the **Member** (other than the **Member's** name) not be available for inspection, that information must not be made available for inspection.

15.2.5 The **Association** and any **Member** must not disclose any information about a person obtained from the **Register of Members** or the **Register of Association General Meeting Delegates** to any person other than another **Member** or for a proper purpose in respect of the activities or affairs of the **Association** or any **Branch** or **Area Council**.

- 15.2.6 The **Association** and any **Member** must not use any information about a person obtained from the **Register of Members** or the **Register of Association General Meeting Delegates** to contact or send material to the person, other than for:
- (a) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the **Association** or other material relating to the **Association** or the issues of interest to the **Association**; or
 - (b) any other purpose necessary to comply with a requirement of the **Act**.
- 15.2.7 The **Register of CPSA Executive Members** must be available for inspection, free of charge, by any person during the normal hours of opening of the **Head Office** as required by the **Act**.
- 15.2.8 The **CPSA Secretary** shall promptly circulate to each **Branch** and **Area Council** a copy of the minutes of each **Association General Meeting** and any amendment to this **Constitution**, the **CPSA Policies**, the **Objectives**, the **Standing Orders** and any **Code of Conduct**.
- 15.2.9 The **CPSA Executive** may refuse to give **Members** access to other records of the **Association**.

15.3 Disclosure of Association name on all documents

As required by the **Act**, the **Association** must not issue any letter, statement, invoice, notice, publication, order for goods or services or receipt in connection with its activities unless the **Association's** name appears in legible characters on the document.

16. DISCIPLINING OF MEMBERS AND OFFICERS

16.1 Disciplining of Members

- 16.1.1 A **Member** (in his or her capacity as a **Member** or where applicable an **Association Office Holder**) shall not do, nor suffer to be done, any act contrary or detrimental to the best interests of the **Association**. A **Member** will be deemed to be in breach of this **Rule** if the **Member** is found to be in breach of another provision of this **Constitution** or an applicable **Code of Conduct** established by **CPSA Council**.
- 16.1.2 Any **Branch Member** charged with a breach of **Rule 16.1.1** by his or her **Branch** or another **Branch Member** shall be entitled to an open hearing by his or her **Branch** of the charge which must be stated specifically in writing by his or her accuser.
- 16.1.3 A **Branch** may appoint a disputes committee to investigate a charge relating to the conduct of a **Branch Member** in any **Branch** matter and may adopt or

reject any recommendation of such committee that a penalty or reprimand, suspension or expulsion be imposed.

16.1.4 Any **Member** suspended or expelled by his or her **Branch** may appeal within fourteen (14) days in writing to the **CPSA Executive** which will re-hear the matter following the natural justice procedures in **Rule 16.3**. Except when the decision of the **CPSA Executive** is unanimous, the affected **Member** may appeal finally to the next **Association Conference**.

16.1.5 **CPSA Council** may:

- (a) establish a **Code of Conduct** for the **CPSA Executive Members** (see **Appendix 1 - CPSA Executive Code of Conduct**);
- (b) establish a **Code of Conduct** for **Members** (in their capacity as a **Member** or where applicable an **Association Office Holder**) (see **Appendix 3 – Behaviour of Members**);
- (c) amend the **Codes of Conduct** as it thinks fit from time to time. Promptly upon any amendment being made, the **CPSA Secretary** will provide a copy of the **Code of Conduct**, as amended, to each **Branch** and each **CPSA Executive Member** and each **CPSA Council Member** and attach them to this **Constitution** as **Appendix 1** or **3** as the case may be.

16.1.6 **CPSA Council** on its own authority, or upon recommendation from the **CPSA Executive** or the **CPSA Management Committee**, may suspend or expel a **Member** on the grounds of a breach of **Rule 16.1.1**, provided the natural justice procedures in **Rule 16.3** have been followed.

16.2 **Disciplining of CPSA Executive Members and CPSA Council Members**

16.2.1 Provided that the natural justice procedures in **Rule 16.3** have been followed, the **CPSA Executive** may remove a person as an **Elected CPSA Executive Member** if:

- (a) a majority of the **CPSA Executive** considers on reasonable grounds which are stated in the resolution that the **Elected CPSA Executive Member** no longer enjoys the confidence of a majority of the **CPSA Executive**; or
- (b) a majority of the **CPSA Executive** considers on reasonable grounds which are stated in the resolution that the **Elected CPSA Executive Member** no longer enjoys the confidence of the **CPSA Executive**.

Without limiting this **Rule**, it will be reasonable grounds for removal if the **CPSA Executive Member**:

- (a) has been or is convicted of a criminal offence considered by the **CPSA Executive** to bring discredit to the **Association** or likely to be unacceptable to any funding body of the **Association**;
- (b) refuses to enter into the **CPSA Executive Role Agreement**; or
- (c) has breached the **Code of Conduct** or the **CPSA Executive Role Agreement**.

16.2.2 The **CPSA Executive** may suspend (in whole or in part) all rights of an **Elected CPSA Executive Member** (including all rights attached to any office held and membership of **CPSA Council**):

- (a) pending the determination of any motion moved under **Rules 16.1.1, 16.1.6 or 16.2.1**, including the determination of any review under the natural justice procedures;
- (b) where the **Elected CPSA Executive Member** is considered to have a conflict of interest with the **Association** in any matter considered by **CPSA Executive** to be material; or
- (c) if the **Elected CPSA Executive Member** is the subject of any criminal proceedings considered by the **CPSA Executive** to bring discredit to the **Association** or if the **CPSA Executive** has resolved to investigate any allegation that the person has breached the **Code of Conduct**.

16.2.3 **CPSA Council** may exercise the same rights as those provided to the **CPSA Executive** under **Rules 16.2.1 and 16.2.2** with respect to any **CPSA Council Member** other than a **CPSA Executive Member**. The provisions of paragraphs **Rules 16.2.1 and 16.2.2** shall apply accordingly.

16.3 Natural justice procedures

16.3.1 Prior to any disciplinary motion under **Rules 16.1.4, 16.1.6, 16.2.1 or 16.2.2** being moved, the person moving the motion must provide in writing to the person concerned not less than fourteen (14) days' notice of intention to move the motion, setting out the grounds and any evidence intended to be relied on.

16.3.2 The person concerned shall have the right to circulate to all **CPSA Council Members** or **CPSA Executive Members** (as the case may be) a written response and any evidence sought to be relied on and to attend and address the meeting. The person concerned may (at the sole cost of the person) have legal representation at the meeting and any adjournment thereof.

16.3.3 On the reasonable request of the person concerned or of its own volition, the **CPSA Council** or **CPSA Executive** (as the case may be) acting fairly may

determine procedures for considering the matter and (without limitation) may resolve to do any of the following:

- (a) appoint a committee or appropriate person to conduct an investigation into the allegations and response and to provide a report of findings. Any such committee or person shall comply with paragraph (b) of this **Rule** and as otherwise determined by the **CPSA Council** or **CPSA Executive** (as the case may be);
- (b) adjourn consideration of the motion to allow more time for the preparation of a response.

16.3.4 Where a **Member** considers that a decision by the **CPSA Council** or **CPSA Executive** (as the case may be) to remove, expel or suspend him/her was materially affected by any of the following matters, the **Member** may by notice in writing to the **Association** request a review of the decision by the body which made it, such notice to specify the grounds for the request. The matters are:

- (a) that a breach of the rules of natural justice occurred in connection with the making of the decision;
- (b) that the required procedures to be observed in connection with the making of the decision were not observed;
- (c) that the decision involved an error of law, whether or not the error appears on the record of the decision;
- (d) that the decision was induced or affected by bad faith; or
- (e) that there was not sufficient evidence or other material to justify the making of the decision.

16.4 Disciplining of Branches and Area Councils

16.4.1 An **Area Council** or a **Branch** which breaches this **Constitution** or the **CPSA Policies** or which acts in a manner contrary to the interests or **Objectives** of the **Association** may be called upon by the **CPSA Executive** or the **CPSA Management Committee** to show cause why it should not be dissolved.

16.4.2 An **Area Council** or a **Branch** issued with a 'show cause' warning shall demonstrate to the satisfaction of **CPSA Executive** within sixty (60) days that it has cured the breach (where this is possible) and is acting in accordance with this **Constitution** and the **CPSA Policies** and **Objectives**.

16.4.3 Where the **CPSA Executive** is not satisfied that an **Area Council** or **Branch** to which a 'show cause' warning has been issued has cured the breach (where this is possible) and is acting in accordance with this **Constitution** and the

CPSA Policies and Objectives, the **CPSA Executive** may suspend the **Area Council** or **Branch** and refer its status to the next meeting of the **CPSA Council**. The **CPSA Executive** shall give notice of the suspension to the **Area Council** or **Branch** setting out the reasons for its decision.

- 16.4.4 A suspended **Area Council** or **Branch** shall forfeit all the rights of an **Area Council** or **Branch** (as the case may be) until the next meeting of the **CPSA Council**.
- 16.4.5 A suspended **Area Council** or **Branch** shall respond in writing to the reasons given for suspension by **CPSA Executive** within twenty-one (21) days of being given the notice of suspension. This response will be given full consideration by **CPSA Council**.
- 16.4.6 **CPSA Council** may decide to reinstate the **Area Council** or **Branch** unconditionally or to reinstate the **Area Council** or **Branch** under certain conditions, or to dissolve the **Area Council** or **Branch**.
- 16.4.7 A **Member** who is a **Branch Officer** or an **Area Council Officer** may be regarded as committing an offence pursuant to **Rule 16.1.1** where the **Member** is involved in any act or omission by the **Area Council** or **Branch** which is the subject of a 'show cause' warning, regardless of the outcome of that warning.

16.5 Complaints Procedure

- 16.5.1 Where a **Member** or any other person wishes to make a complaint about a **CPSA Officer** or a **CPSA Council Member** or an **Area Council Officer** or an **Organiser** in their capacity as such or an employee or agent or consultant of **CPSA** or any of the bodies of **CPSA** the complaint must be made in writing to the **CPSA Secretary**, or if the complaint is about the **CPSA Secretary**, the **CPSA President**, setting out full details of the acts or omissions complained of and any supporting documents or other evidence.
- 16.5.2 Where a **Member** wishes to make a complaint about another **Member** or a **Branch Officer** or a **Branch Returning Officer** or a **Branch Auditor** or a **Branch Trustee** the complaint must be made in writing setting out full details of the acts or omissions complained of and any supporting documents or other evidence. The complaint must be sent or handed to either the **Branch Secretary** (if the **Member** wishes the **Branch** to deal with the complaint) or the **CPSA Secretary** (if the **Member** wishes the complaint to be dealt with by the **CPSA Management Committee**).
- 16.5.3 The **CPSA Secretary** or the **Branch Secretary** (as the case may be) must promptly provide a copy of the complaint to the person about whom the complaint is made and that person must be allowed not less than 14 days to provide a written response together with any supporting evidence to the

CPSA Secretary or **Branch Secretary** as the case may be. The **CPSA Secretary** or **Branch Secretary** must promptly provide a copy of any response and supporting evidence to the complainant.

- 16.5.4 The **CPSA Management Committee** or the **Branch** must promptly consider any complaints referred to them and seek to deal with them within 30 working days of receipt of the complaint. Where the **CPSA Management Committee** or the **Branch** as the case may be considers the complaint to be made out it will seek to counsel the person whose conduct was complained of and to otherwise reach outcomes that are mutually satisfactory to all concerned.
- 16.5.5 Where the complaint is in the nature of a dispute or gives rise to a dispute to which **Rule 17.2** applies, then that **Rule** will apply if the **CPSA Management Committee** or the **Branch** is unable to resolve the dispute.
- 16.5.6 Where the complainant or the **CPSA Management Committee** or the **Branch** considers that the matter warrants formal disciplinary action against the person whose conduct was complained of, **Rules 16.1, 16.2, 16.3 and 16.4** will apply as relevant and the full processes provided by those **Rules** commenced.
- 16.5.7 **CPSA** considers that it is usually inappropriate, confrontational, disruptive and inefficient for complaints (including personal attacks and other forms of criticism) to be raised in meetings of the **CPSA Management Committee, CPSA Executive, CPSA Council, Area Councils or Branches** and that the above procedures must be followed unless the meeting concerned has duly resolved that special circumstances justify the meeting considering the complaint. Where a meeting duly resolves to consider a complaint **CPSA** considers it appropriate for a **Member** to move a gag motion if the debate on the complaint becomes disruptive or confrontational or is likely to prevent the meeting from dealing with all of the business on its agenda.

17. MISCELLANEOUS

17.1 Conduct of meetings and Standing Orders of the Association

- 17.1.1 The **Chairperson** of a meeting of the **Association** must conduct the meeting in a respectful manner having due regard to the business requiring attention, the democratic rights of all eligible participants to be heard and the necessity to fairly adhere to the **Standing Orders** of the **Association**.
- 17.1.2 The **CPSA Executive** may from time to time prepare and amend **Standing Orders** for the conduct of meetings of the **Association** and attach them to this **Constitution as Appendix 4**.

17.2 Resolution of disputes

- 17.2.1 Notice of a dispute between a **Member** and another **Member** (in their capacity as **Members**), or a dispute between a **Member** and the **Association** or any body of the **Association** is to be given to the **CPSA Secretary** and in the first instance the **CPSA Executive** will seek to resolve the dispute.
- 17.2.2 If the dispute is not able to be resolved by the **CPSA Executive** it will be referred to a community justice centre for mediation under the Community Justice Centres Act 1983.
- 17.2.3 If a dispute is not resolved by mediation within 3 months of the referral to a community justice centre, the dispute is to be referred to arbitration pursuant to the Commercial Arbitration Act 1984.

17.3 No Pecuniary Gain to Members

- 17.3.1 The **Association** (including for clarity, any **Branch** and **Area Council**) must not provide any **Pecuniary Gain** for any of its **Members** in breach of the **Act**.
- 17.3.2 Without limiting the previous **Rule**, a **Member** shall not be appointed to any salaried office of the **Association** or any office of the **Association** paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the **Association** to any **Member**.
- 17.3.3 A **Member** may be repaid out-of-pocket expenses properly incurred by the **Member**.

17.4 Agreements made by the Association for a Branch or an Area Council

- 17.4.1 Where a person dealing with a **Branch** or an **Area Council** requires that the **Association** be the counterparty to any agreement made by the **Branch** or **Area Council**:
- (a) The **CPSA Executive** will not unreasonably withhold its consent to the **Association** entering into such an agreement for the benefit of the **Branch** or **Area Council**;
 - (b) The **Branch** or **Area Council** must use its best endeavours to comply with all of the obligations of the **Association** under any such agreement, including making prompt payment from the funds of the **Branch** or **Area Council** of all amounts payable by the **Association** under the agreement. Where the **Association** makes any such payment or incurs any expense or liability under the agreement, the **Branch** or **Area Council** must promptly reimburse the **Association** for the amount incurred;
 - (c) The **Association** must promptly pay to the **Branch** or **Area Council** any payment received by the **Association** under any such agreement.

17.4.2 Where the **Association** is required to make any payment to satisfy any obligation or liability incurred by a **Branch** or **Area Council** the **Branch** or **Area Council** must immediately reimburse the **Association** for the amount paid by it.

17.5 Common Seal

17.5.1 The common seal of the **Association** shall be kept in the custody of the **CPSA Secretary**.

17.5.2 The common seal shall not be affixed to any instrument except by the authority of the **CPSA Executive**.

17.5.3 The affixing of the common seal shall be witnessed by the signatures of two members of the **CPSA Executive**.

17.6 Insurances

The **Association** shall effect all insurance required pursuant to the **Act**.

17.7 Winding up the Association

17.7.1 The **Association** may at any time pass a **Special Resolution** determining how any surplus property is to be distributed in the event that the **Association** should be wound up.

17.7.2 The distribution of surplus property shall be in accordance with the requirements of the **Act**.

17.7.3 Surplus assets shall be distributed only to an organisation or organisations which have been ruled by the Commissioner of Taxation to be covered by sub-paragraph 78(1)(a)(i) or (ii) of the Income Tax Assessment Act.

17.8 Service of Documents

Service of a document on the **Association** may be effected by:

- (a) by leaving it at, or by sending it by post to **Head Office**; or
- (b) by delivering it personally to the **Public Officer** or to each of two (2) members of the **CPSA Executive**.

17.9 Notices

17.9.1 A notice:

- (a) must be in writing;
- (b) must be in the English language;

- (c) may be given on behalf of a person by a solicitor or office bearer of the person; and
- (d) may be given to a person by being given to a solicitor or office bearer of the person.

17.9.2 A notice may be given to the addressee by:

- (a) delivering it to the street address of the addressee which includes placing it in a postal receptacle provided for the address or leaving it at the address with a person apparently of or over the age of sixteen (16) years;
- (b) sending it by prepaid ordinary post to the street address of the addressee; or
- (c) sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.

17.9.3 The address for service:

- (a) of a **Member** is the address set out in the **Register of Members** for notices sent by **CPSA Executive** and **CPSA Council** and the **Branch Member Register** of the **Member** (where applicable) for notices sent by a **Branch** or **Area Council**;
- (b) of a **Branch** is the address for service of the **Branch Secretary** unless otherwise resolved by the **Branch** and advised to the **CPSA Secretary** by notice;
- (c) of an **Area Council** is the address for service of the **Area Council Secretary** unless otherwise resolved by the **Area Council** and advised to the **CPSA Secretary** by notice;
- (d) of the **Association**, the **CPSA Executive**, the **CPSA Council**, the **CPSA Officers**, the **Public Officer** and the **General Manager** is the address of the **Head Office**.

17.9.4 For the purpose of this **Constitution**, a notice is taken, unless the contrary is proved, to have been given:

- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
- (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of that post, and

- (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

17.10 Transitional provisions

The adoption of the 2010 **Constitution** of the **Association** does not of itself affect:

- (a) the membership status of any existing **Member**, save that all **Delegate Members** will become **Association Conference Delegate Members**;
- (b) the appointment of any person who is currently a member of the **CPSA Executive**, the **CPSA Council** or any **Area Council**;
- (c) the appointment of any office holder, trustee, organiser, returning officer, auditor or bank account signatory of the **CPSA Executive**, an **Area Council** or a Branch;
- (d) the establishment of any **Branch** or **Area Council**;
- (e) the appointment of the **General Manager**, the Auditor and the Organisers; or
- (f) the conduct of any disciplinary proceeding.

17.11 Model constitution does not apply

None of the provisions of the model constitution prescribed by the regulations made under the **Act** form part of this **Constitution**.

18. DEFINITIONS AND INTERPRETATION

18.1 Definitions

18.1.1 Where commencing with a capital letter the words in the left column of the Schedule shall have the meanings defined in the right column of Schedule 1

18.1.2 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

18.2 Presumptions of interpretation

18.2.1 Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa;

- (b) any gender denotes the other genders; and
- (c) a person includes an individual, a body corporate, a government body and the members of a partnership or other unincorporated organisation.

18.2.2 Unless the context otherwise requires a reference to:

- (a) any legislation includes any regulation or instrument made under it, any relevant predecessor legislation in force at a relevant time and where the legislation is amended, re-enacted or replaced means that amended, re-enacted or replacement legislation as in force at the relevant time;
- (b) any other agreement or instrument where amended or replaced means that agreement or instrument as amended or replaced;
- (c) a **Rule**, clause, schedule, annexure or exhibit is a reference to a **Rule** of, clause of, annexure to, schedule to or exhibit to this agreement;
- (d) a group of persons includes any one or more of them;
- (e) a thing or amount is a reference to the whole and each part of it;
- (f) A\$, \$A, dollar or \$ is a reference to Australian currency; and
- (g) “including” means “including, without limitation”.

18.3 **Headings, notes table of contents and Appendix 1, 2, 3 and 4**

Headings, notes, the table of contents and **Appendix 1, 2, 3 and 4** do not form part of this **Constitution** and must be ignored in the interpretation of it.

SCHEDULE: DEFINED TERMS

Act	means the Associations Incorporation Act 2009 (NSW).
Affiliate Member	means an incorporated or unincorporated organisation admitted as an Affiliate Member for the time being pursuant to Rule 4.9.2 .
Affiliate Member Association General Meeting Delegate	means a person for the time being appointed as such by an Affiliate Member pursuant to Rule 4.9.5 or a duly appointed alternate for such person who is unable or unwilling to attend any meeting.
Agreed Area Council Payment Proportion	means the proportion determined in accordance with Rule 4.8.9 .
Agreed Branch Payment Proportion	means the proportion determined in accordance with Rule 4.8.8 .
Annual General Meeting	means the annual general meeting of the Association held pursuant to the Act and Rule 6.3 .
Annual Membership Fee	means the fee payable by an Individual Member pursuant to Rule 4.8.1 or the fee payable by an Affiliate Member pursuant to Rule 4.9.7 as the case may be.
Annual Membership Fee Payment Date	means in respect of a Member the date designated by his or her Branch or additional Branch or by the CPSA Executive (as the case may be) pursuant to Rule 4.8.11 .
Annual Report	means the report prepared pursuant to Rule 14.6 .
Appointed CPSA Executive Member	means a person appointed to the CPSA Executive for the time being pursuant to Rule 8.2.5 .
Area Council	means an Area Council established for the time being pursuant to Rule 12.1 .
Area Council Association General Meeting Delegate	means a person appointed as such by an Area Council pursuant to Rule 12.3.2 or a duly appointed alternate for such person who is unable or unwilling to attend any meeting.
Area Council CPSA Council Member	means a CPSA Council Member appointed for the time being by an Area Council pursuant to Rule 12.3.4 or a duly appointed alternate for such person who is unable to attend any meeting.
Area Council Officers	(in respect of an Area Council) means the persons appointed as such for the time being pursuant to Rule 12.5.1 and a reference to one of those officers by title is a reference to the person holding that office for the time being.

Associate Branch Member	means (in respect of a particular Branch) a person who has been approved as such by the Branch pursuant to Rule 4.5.4 .
Association	means Combined Pensioners and Superannuants Association of New South Wales Inc., an association duly incorporated under the Act .
Association Conference	means the Association General Meeting held pursuant to Rule 6.2 .
Association General Meeting	means a general meeting of the Association as described in Rule 6.1.1 .
Association General Meeting Delegate	means a person eligible to attend and vote at an Association General Meeting pursuant to Rule 6.5 .
Association Life Member	means an Individual Member who has been appointed as an Association Life Member pursuant to Rule 4.6.4 .
Association Office Holders	means those persons who for the time being are CPSA Executive Members, CPSA Council Members, CPSA Officers, Branch Officers, or Area Council Officers
Branch	means a Branch established for the time being pursuant to Rule 11.1 .
Branch Annual Meeting	means a Branch Meeting held pursuant to Rule 11.8.2 .
Branch Area Council Delegate	means (in respect of a particular Area Council) each delegate which a Branch may appoint to an Area Council of which it is a member pursuant to Rules 12.4.4, 12.4.5 and 12.4.7 and any alternate of such delegate.
Branch Association General Meeting Delegate	means a person for the time being appointed as such by a Branch pursuant to Rule 11.7.2 or a duly appointed alternate for such person who is unable or unwilling to attend any meeting.
Branch Auditor	means (in respect of a particular Branch) the person(s) appointed as such for the time being pursuant to Rule 11.13.12 or 11.13.13 .
Branch Executive	means (in respect of a particular Branch) the body of the Branch constituted as such pursuant to Rule 11.3.3 .
Branch Executive Meeting	means (in respect of a particular Branch) a meeting of its Branch Executive .
Branch Life Member	means an Individual Member who has been appointed as a Branch Life Member pursuant to Rule 4.7 .

Branch Meeting	means a meeting of Branch Members held pursuant to Rule 11.8 .
Branch Member	means (in respect of a particular Branch) an Individual Member who is admitted as a Member of the Branch or who is an Associate Branch Member of the Branch for the time being.
Branch Member Register	(in respect of a Branch) means the register of Branch Members maintained by the Branch Secretary pursuant to Rule 11.5.2(d) .
Branch Officers	(in respect of a Branch) means the persons appointed as such for the time being pursuant to Rule 11.4.2 and a reference to one of those officers by title is a reference to the person holding that office for the time being.
Branch Returning Officer	(in respect of a Branch) means the person appointed as such for the time being pursuant to Rule 11.6 and where applicable an alternate Branch Returning Officer appointed pursuant to Rule 11.6.8 .
Branch Social Secretary	(in respect of a Branch) means a person (if any) who has been appointed to such a position (by whatever name called) by the Branch.
Branch Trustees	means (in respect of a particular Branch) the persons (if any) appointed to these positions pursuant to Rule 11.7.1 .
Chairperson	means the person who chairs a meeting held pursuant to this Constitution or the Act .
Code of Conduct	means a code of conduct established for the time being by the CPSA Council pursuant to Rule 16.1.5 .
Constitution	means the constitution of the Association for the time being.
CPSA Auditor	means the person appointed as the auditor of the Association for the time being pursuant to Rule 14.5 .
CPSA Council	means the body of the Association constituted as such pursuant to Rule 7.1 .
CPSA Council Member	means the persons for the time being holding the positions set out in Rule 7.1 .
CPSA Executive	means the body of the Association constituted as such pursuant to Rule 8.1 .
CPSA Executive Member	means a member of the CPSA Executive for the time being.
CPSA Executive	means the persons appointed as such for the time being

Officers	pursuant to Rule 10.1 and a reference to one of those officers by title is a reference to the person holding that office for the time being.
CPSA Executive Offices	means each of the Offices designated as such for the time being pursuant to Rule 10.1 .
CPSA Executive Role Agreement	means the agreement so titled in the form approved by the CPSA Council for the time being pursuant to Rule 8.2.10 .
CPSA Management Committee	means the body of the Association constituted as such pursuant to Rule 9.1 .
CPSA Management Committee Member	means a member of the CPSA Management Committee pursuant to Rule 9.1 .
CPSA Officer	means the CPSA Executive Officers and the Public Officer , the General Manager , the CPSA Returning Officer and the CPSA Organisers .
CPSA Organiser	means a person appointed as such for the time being by CPSA Council pursuant to Rule 7.2(d) .
CPSA Policy	means the core policies set out in Rule 2.2 and any formal policy of the Association approved as such for the time being by a CPSA General Meeting .
CPSA President	means the person appointed as such for the time being pursuant to Rule 10.1 .
CPSA Returning Officer	means the person appointed as such for the time being pursuant to Rule 10.7.1 and where applicable an acting CPSA Returning Officer appointed pursuant to Rule 10.7.7 .
CPSA Secretary	means the person appointed as such for the time being pursuant to Rule 10.1 .
CPSA Treasurer	means the person appointed as such for the time being pursuant to Rule 10.1 .
Elected CPSA Executive Member	means a member of the CPSA Executive for the time being elected or appointed as such pursuant to Rule 8.2.1 .
Financial Member	means a Member who has paid any Annual Membership Fee which has become due and payable by the Member .
Financial Year	means the period from 1 July in a year to 30 June in the following year or such other period as may be determined by the CPSA Executive for the time being.
Head Office	means the office established as such pursuant to Rule 8.4.2 .
Incorporated Branch	means a Branch which is itself incorporated under the Act or some other applicable legislation.

Individual Member	means an individual who is a Branch Member or an Unattached Member for the time being.
Life Member	means an Individual Member who has been appointed as an Association Life Member or a Branch Life Member .
Member	means a member of the Association for the time being.
Objectives	means the objectives of the Association set out in Rule 2.1 .
Ordinary Resolution	means a resolution passed at an Association General Meeting in the manner required for ordinary resolutions under the Act for the time being.
Pecuniary Gain	has the meaning defined in the Act for the time being.
Public Officer	means the person appointed as such for the time being pursuant to Rule 10.6 .
Register of Association General Meeting Delegates	means the register maintained by the CPSA Secretary pursuant to Rule 6.5.3 .
Register of CPSA Council Members	means the register to be kept by the CPSA Secretary pursuant to Rule 7.1.3 .
Register of CPSA Executive Members	means the register to be kept by the CPSA Secretary pursuant to Rule 8.8.2 .
Register of CPSA Executive Officers	means the register to be kept by the CPSA Secretary pursuant to Rule 10.1.11 .
Register of Members	means the Register of Members maintained by the CPSA Secretary pursuant to Rule 4.10 .
Rule	means a provision of this Constitution .
Special General Meeting	means an Association General Meeting other than an Association Conference and an Annual General Meeting .
Special Resolution	means a resolution passed at an Association General Meeting in the manner required for special resolutions under the Act for the time being.
Stand Alone Branch	means a Branch which has been designated as such by the CPSA Council pursuant to Rule 11.16.1 for the time being.
Stand Alone Branch CPSA Council Member	means a CPSA Council Member appointed for the time being by a Stand Alone Branch pursuant to Rule 11.16.2 who is eligible to attend a CPSA Council meeting pursuant to that Rule or a duly appointed alternate for such person who is unable or unwilling to attend any meeting.
Standing Orders	means the standing orders prepared by the CPSA Executive

	as amended for the time being pursuant to Rule 16.1.2 .
THE VOICE	Means the official organ of the Association , namely “The Voice of Pensioners and Superannuants”.
Unattached Member	means an Individual Member who is admitted as an Unattached Member pursuant to Rule 4.2.5 or otherwise becomes an Unattached Member pursuant to Rule 4.3.5.
Unincorporated Branch	means a Branch which is not an Incorporated Branch .
WHS Protocols and Procedures	means the protocols, procedures, recommendations and guidelines issued by the CPSA Executive for the time being pursuant to Rule 8.4.2(k) .