

**CONSTITUTION OF
MASTER ELECTRICIANS
ASSOCIATION LIMITED**

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MASTER ELECTRICIANS ASSOCIATION LIMITED - CONSTITUTION

1. INTERPRETATION

1.1 Definitions

In this Constitution, the following expressions have the following meanings:

- (a) "Act" and "The Act" means the *Corporations Act* as amended from time to time.
- (b) "Area" means the geographical area of a Branch as determined by the Board pursuant to clause 15.1.
- (c) "Board" means the board of Directors of Master Electricians Association Limited.
- (d) "Branch" and "Branches" has the meaning given to it in clause 15.1.
- (e) "Code of Ethics" means the code of ethics for Members as published by the Company from time to time.
- (f) "Company Purpose" means those purposes set out in clause 3.
- (g) "Constitution" means this constitution as amended from time to time or as substituted and replaced.
- (h) "Director" means a director of Master Electricians Association Limited.
- (i) "Industry" means the electrical, electronic, data, communications, security, refrigeration, fire or electro technology Industry.
- (j) "Life Member" means a person appointed as a Member for life of Master Electricians Association Limited pursuant to clause 9.2.
- (k) "MEAQ" means the Master Electricians Association, Queensland Industrial Organisation of Employers.
- (l) "Member" means a member of Master Electricians Association Limited pursuant to clause 9.1 who is not an Associate Member or Life Member.
- (m) "Non-Member" means a person who is not a Member of Master Electricians Association Limited.
- (n) "Non-Member Directors" means the Directors specified in clause 16.1(a)(iv).
- (o) "Objects" means the objects of Master Electricians Association Limited described in clause 3.1.
- (p) "Office" means the office of a holder of an office.
- (q) "Office-holders" means the Directors.

- (r) "Scrutineer" means a person appointed as such under clause 22 in relation to any election required in accordance with this Constitution.
- (s) "Seal" means the common seal of Master Electricians Association Limited.
- (t) "Service Agreement" means the agreement entered into between MEAQ and Master Electricians Association Limited for the provision of the Services.
- (u) "Services" means:
 - (i) Management and administration;
 - (ii) Premises;
 - (iii) Information technology and other infrastructure and equipment;
 - (iv) Quality Assurance;
 - (v) Safety Program and associated insurances;
 - (vi) Membership services and benefits programs;
 - (vii) Marketing and Communications;
 - (viii) Product and Service research and development.

1.2 Construction

In this Constitution, unless the context otherwise requires:

- (a) Australia. A reference to Australia is a reference to the Commonwealth of Australia.
- (b) Business Day. If a person is required to pay money or do an act or thing on a day that is not a Business Day, then the person may pay the money or do the act or thing on the next Business Day.
- (c) Collective references. Reference to a thing (including an amount) is a reference to all or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- (d) *Corporations Act* defined terms. Except as far as the contrary intention appears in these clauses, where a clause deals with a matter also dealt with by a provision of the Act, the expression has the same meaning as in that provision.
- (e) Defined expressions. If a word or phrase is defined, a related word or phrase has the corresponding definition.
- (f) Division 10. Division 10 of Part 1.2 of the Act applies to these clauses as if they were an instrument made under the Act in force on the day when these clauses become binding on Master Electricians Association Limited.
- (g) Gender. A reference to a gender includes the other genders.
- (h) Headings. A heading must be ignored in construing this document.

- (i) Inclusive terms. If an inclusive term is used, such as "includes" or "including", then this must be construed as "includes, without limitation" or "including, without limitation".
- (j) Joint liability. An obligation on two or more parties binds each party jointly and severally.
- (k) Joint obligation. An obligation incurred in favour of two or more parties may be enforced by each of those parties jointly and severally.
- (l) Numbers. A word in the singular form includes the plural, and vice versa.
- (m) Person. A reference to a person includes a corporation or body politic.
- (n) Register. A reference to the register means the register of Members and includes where appropriate a reference to a register of Members in a particular Area.
- (o) Section. A reference to a section is a reference to a section of the Act.
- (p) Statutory amendment. A reference to a statute (including without limitation, the Act), ordinance, code or other law includes:
 - (i) a regulation and other statutory instrument under it; and
 - (ii) a consolidation, amendment, re-enactment or replacement of any of them.
- (q) Variation. A reference to this or any other document includes the document as varied or replaced.
- (r) Writing. A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes a telex, facsimile or electronic mail transmission.

2. NAME AND STATUS

2.1 Name

The name of the company is Master Electricians Association Limited.

2.2 Industry

The industries in or in connection with which Master Electricians Association Limited is formed are the electrical, electronic, data, communications, security, refrigeration, fire and electro technology industry.

2.3 Public company

Master Electricians Association Limited is a public company.

2.4 Company limited by guarantee

Master Electricians Association Limited is a company limited by guarantee.

2.5 Replaceable Rules do not apply

The Replaceable Rules in the Act do not apply to Master Electricians Association Limited.

3. OBJECTS

3.1 Master Electricians Association Limited's primary Objects

Master Electricians Association Limited's primary Objects are:

- (a) The mutual protection and advancement of the Members of the Association so as to enable the public and community in general to be best served by the Industry; and
- (b) To maintain Government licensing of Industry Contractors so as to enable and enhance the safety and quality of services provided by the Industry to the community; and
- (c) To secure and maintain representation on all appropriate Organisations, Authorities or Boards concerned with the Electrical, electronic, data, communication, security, fire and electro technology Industries, and any other areas deemed to be in the interests of Members; and
- (d) To improve the safety and efficiency of businesses in the Industry; and
- (e) To assist the wider community in gaining an understanding of the Industry and benefit from the services it offers; and
- (f) To facilitate Member access to a national quality assurance program; and
- (g) To establish a Code of Ethics for the guidance of Members and to discipline any Member guilty of conduct that would bring the Industry into disrepute; and
- (h) To lawfully protect the interests of Members of the Industry; and
- (i) To support a practical system of apprenticeship and to promote and encourage any technical or other forms of education for the development of efficient employment practices and improved productivity; and
- (j) To encourage and preserve skills in the trades; and
- (k) To furnish and award competitive prizes or make contributions to prize funds of educational establishments; and
- (l) To form Committees that promote and implement various objectives of the Association; and
- (m) To work with or to appoint representatives to any Association, Committee, Federation, or Union throughout the Commonwealth of Australia or elsewhere; and
- (n) To assist and support any scientific standards or bodies relevant to the activities and interests of members of the Industry; and

- (o) To liaise with Industry participants, such as Electricity Supply Authorities and Builders, to achieve the best outcome for members of the Industry; and
- (p) To promote favourable relations with Wholesalers, Manufacturer's Representatives and the like and other organisations with which the Company may have arrangements intended to benefit the Company or its Members; and
- (q) To obtain recognition by any Authority, that is in the Company's interest, and to obtain and exercise, any rights, privileges, licenses or concessions as may be desirable;
- (r) To act as a representative organisation for Employers in the Industry; and
- (s) To facilitate the provision of the Services to all Members through the Services Agreement.

3.2 Construction of Objects

The Objects of Master Electricians Association Limited specified in each sub-clause and paragraph in clause 3.1:

- (a) are to be regarded as independent Objects;
- (b) except where otherwise expressed in such sub-clause or paragraph, must be in no way limited or restricted by reference to or inference from the terms of any other paragraph or sub-clause; and
- (c) may be carried out and exercised in as full and ample manner and must be construed in as wide a sense as if each of such paragraphs and sub-clauses defined the Objects of a separate, distinct and independent company.

4. COMPANY TO OPERATE ON NON-PROFIT BASIS

4.1 The assets and income of the Company shall be applied solely in furtherance of the Company Purpose and no portion shall be distributed directly or indirectly to the Members or directors of the Company subject to clauses 6.2 and 8.

4.2 Clause 4.1 above does not prevent the Company paying in good faith:

- (a) reasonable remuneration to any officer or employee of the Company or to any Member of the Company or other person for services rendered to the Company;
- (b) reasonable remuneration for goods supplied to the Company in the ordinary course of business;
- (c) reasonable interest on money lent by a Member to the Company at a rate not exceeding the rate which is at the time of the loan, the rate which would be charged to the Company by the Commonwealth Bank of Australia for an overdraft facility of two hundred thousand dollars (\$200,000) plus a margin of 2.5% or such other amount as approved by the Board provided this rate reflects a commercial arm's length rate of interest; or

- (d) out-of-pocket expenses incurred by a Member on behalf of the Company.
- 4.3 Nothing in clause 4.1 shall prevent the Company from making grants, donations, gifts or similar payments from its assets and/or income to entities which are not operated for the purpose of profit or gain of its members directly or indirectly (“Not For Profit Grants”).

5. POWERS

- 5.1 The Company shall subject to the provisions hereof, including but not limited to clause 8 have the powers of a natural person including but not limited to doing all things that are necessary, convenient or incidental to carry out the Company's Objects:
 - (a) to make such grants to or in aid of or to make donations or give assistance to or to make contracts with such individuals, trusts, corporations, associations, societies, institutions or other organisations or authorities whether within or outside Australia as may be necessary or desirable;
 - (b) to print, publish and distribute any papers, journals and other publications that the Company may think desirable for the promotion of its objects;
 - (c) as far as the Act will permit and subject to the provisions of any relevant statute, rule, regulation, By-Law or any licence issued in pursuance thereof to collect and conduct appeals for funds and to solicit, receive, enlist and accept financial and other aid, subscriptions, donations and bequests from individuals, trusts, companies, associations, societies, institutions and other organisations or authorities, and from governments and public bodies;
 - (d) to undertake and execute any trusts the undertaking whereof may be necessary or desirable for the carrying out of any of the objects of the Company;
 - (e) to accept any gift, endowment or bequest made to the Company generally or for the purpose of any specific object and to carry out any trusts attached to any gift, endowment or bequest, provided that the Company shall only deal with any property which is subject to any trusts in such manner as is allowed by law having regard to such trusts;
 - (f) to subscribe to, become a member of, co-operate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company;
 - (g) to purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easement or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company;
 - (h) to enter into any arrangements with any government or authority, Commonwealth, States, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to

obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

- (i) to appoint, employ, remove or suspend such managers, servants, workers, contractors and other persons as may be necessary or convenient for the purposes of the Company;
- (j) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependents or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects; or for any public, general or useful object;
- (k) to construct, improve, maintain, develop, work, manage, carry out, alter or control any, building, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (l) to insure against fire or otherwise any insurable property of the Company and to pay premiums on insurance or assurance policies which the Company may acquire by any means;
- (m) to invest and deal with the money of the Company not immediately required in such manner as may be permitted by an Act of the Commonwealth, a State Act, or a law of a Territory of the Commonwealth for the investment of funds without special authorisation but the Company may hold or retain any property or gift including any stocks funds and shares in the original form in which it was received by the Company without selling or converting the same into money and the powers authorities and discretions in relation to securities conferred upon trustees by the *Trusts Act (QLD)* and its equivalents in other jurisdictions shall apply to any such property or gift;
- (n) to borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of mortgages, charges or debentures, perpetual or otherwise; charged upon all or any of the Company's property (both present and future), and to purchase, redeem or payoff such securities;
- (o) to make transfers and payments including by electronic transfer, to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (p) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;

- (q) to take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others;
- (r) to take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company;
- (s) to hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith;
- (t) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (u) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (v) to do all such other acts matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.
- (w) the powers set forth in subsection 124(1) (a), (b), (c) and (d) of the Act shall not apply to the Company.

6. APPLICATION OF PROPERTY

6.1 Promotion of Objects

Master Electricians Association Limited's income and assets:

- (a) must be applied solely towards the promotion of Master Electricians Association Limited's Objects specified in clause 3; and
- (b) subject to clause 6.2, must not be distributed directly or indirectly to any Member.

6.2 Other payments

Clause 6.1(b) does not prevent the payment of:

- (a) reasonable and proper remuneration to a Member (including, without limitation, to Members that are Directors in accordance with clause 18.4) in return for goods or services supplied or provided to Master Electricians Association Limited by that Member, including reimbursement for expenses reasonably incurred by that Member in providing those goods or services;
- (b) interest, at a rate not exceeding a normal commercial rate, on any money lent to Master Electricians Association Limited by a Member; or

- (c) a repayment to a departing Member of all or part of his or her financial contribution to Master Electricians Association Limited whilst that person was a Member.

7. LIABILITY OF MEMBERS

Each Member's liability is limited to an amount not exceeding \$10.

8. WINDING UP

8.1 Contribution of Members upon winding up

Each Member undertakes to contribute an amount not exceeding \$10 to Master Electricians Association Limited's property if Master Electricians Association Limited is wound up:

- (a) while that person is a Member, or
- (b) within one year after the person ceased to be a Member, for payment:
 - (i) of Master Electricians Association Limited's charges, debts and liabilities contracted before the person ceased to be a Member;
 - (ii) of the costs and expenses of the winding up; and
 - (iii) for the adjustment of the rights of contributors among themselves.

8.2 Restrictions on distribution of surplus

If Master Electricians Association Limited is wound up or dissolved and, after satisfaction of all its debts and liabilities and the repayment to the Members of the amount of their contribution to Master Electricians Association Limited according to clause 6.2(c), there is any property remaining, this property must only be paid or distributed to MEAQ or its successor, provided that if MEAQ has ceased to exist and has no successor, then to another entity:

- (a) which has similar Objects to those contained in clause 3.1; or
- (b) to some charitable institution,

so long as in either case the entity is prohibited from paying or transferring any income or property to its own Members other than in a manner contemplated by clause 6.2 and this clause 8.2.

8.3 Determination of relevant entity

The identity of the relevant entity to which property is to be distributed under clause 8.2 is to be determined:

- (a) by the ordinary resolution of Members at or before the time of the winding up or dissolution of Master Electricians Association Limited; or

- (b) in default of the making of such a resolution under clause 8.3(a), by such Judge of the Supreme Court of Queensland as may have or acquire jurisdiction in the matter.

9. MEMBERSHIP

9.1 Qualification for application to membership

- (a) A person, firm or company is eligible to apply to be a Member of Master Electricians Association Limited if they conduct a business engaged in the Industry and in doing so are either self employed or an employer or an employee of a corporate employer of which they are also either a director, other officer or shareholder (directly or through a trust or other entity in which that person has an interest) and provided they hold the appropriate statutory licence to perform work in the Industry and have an enterprise that is legally registered under the appropriate laws and is able to carry out the operations of a business.
- (b) The Board reserves the right to refuse an application for membership at its discretion, and may refuse an application for membership without assigning any reasons.
- (c) Subject to clause 9.1(d), an applicant for membership will not become a Member until they are duly accepted as such by the Board. The Member's commencement date will be the date a membership application is first received by Master Electricians Association Limited provided clause 9.1(a) is satisfied.
- (d) Notwithstanding clause 9.1(c) any member of MEAQ shall be entitled to be a Member of Master Electricians Association Limited immediately upon receipt by the Board of confirmation from MEAQ that the applicant is a financial member of that organisation and has consented to be a Member of Master Electricians Association Limited. Further, any such Member shall be entitled to remain a Member for so long as they remain a financial member of MEAQ.
- (e) By way of clarification, nothing in this clause 9.1 prevents an applicant who is not or was but ceases to be a financial member of MEAQ from otherwise qualifying as a Member.
- (f) The Board may determine that there will be certain classes of membership, including but not limited to, Gold, Silver and Bronze membership. The Board will determine, from time to time, the requirements of certain classes of membership and the Services to be received by Members of each class.

9.2 Life Members

- (a) The Board may from time to time and at its absolute discretion appoint any Member or former Member of Master Electricians Association Limited who by reason of valuable services rendered have been appointed as a Member of Master Electricians Association Limited for life ("Life Members"). The Board will determine its own procedure for appointing Life Members.
- (b) Life Members will be deemed to be Members and have all the rights under and are subject to this Constitution as if they were a Member

however they will not be required to pay annual subscription fees.
(Life Membership may be revoked by the Board).

9.3 Associate Member

The Board may at its discretion appoint any person who is not eligible to be a Member as an Associate Member. An Associate Member will enjoy such rights conferred on him or her by the Board but will not have the right to be elected as a Director by reason of their Associate Membership, or to vote at a general meeting of Master Electricians Association Limited.

9.4 Membership application procedure

- (a) Except where an applicant is entitled to be a Member pursuant to clause 9.1(d), every applicant for membership of Master Electricians Association Limited must apply in writing in the form prescribed by the Board from time to time, signed by the applicant and meet the requirements for membership as set by the Board from time to time.
- (b) In the case of a person, firm or company eligible to be a Member pursuant to clause 9.1(d), they shall be deemed to have complied with all the requirements for membership of the Company upon receipt from MEAQ of written notification of the fact that such person, firm or company is a financial member of MEAQ and upon MEAQ supplying to the Company such other permissions, consents and the like in relation to them, as is reasonably required by the Board from time to time (By way of example only, a signed privacy consent form).

10. MEMBER'S REPRESENTATIVE

- (a) A Member of Master Electricians Association Limited which is a firm or company must by notice in writing, on behalf of the manager, secretary or other person authorised in that behalf, appoint a person as a representative, being a director or employee of the firm or company that is the Member, to act on behalf of such firm or company in the affairs and proceedings of Master Electricians Association Limited ("Representative").
- (b) Any Representative may by like notice be removed as the Representative and another Representative appointed in their stead in the manner provided.
- (c) A Representative has all the privileges of and is subject to the provisions of this Constitution accorded to a Member as the case may be.

11. ENTRANCE FEE AND SUBSCRIPTION

11.1 Payment of Fees

- (a) Except as provided in clause 11.1(c), each Member and Associate Member must pay:
 - (i) an entrance fee; and
 - (ii) an annual subscription fee according to the rate or rates fixed and adopted by the Board from time to time.

- (b) All subscriptions are payable by the Member and Associate Member in advance or at such other intervals or times as the Board decides.
- (c) Notwithstanding any other provision herein, no entrance fee will be payable by Members who are Members by virtue of clause 9.1(d) and no subscription fees will be payable by such Members whilst they remain financial members of MEAQ. The Board may, at its discretion, allow for a Member to pay its annual subscription by way of twelve (12) equal monthly payments per annum.

11.2 Notification to applicant

Master Electricians Association Limited must provide written notification to applicants for membership of Master Electricians Association Limited of:

- (a) all financial obligations arising from such membership; and
- (b) the circumstances and manner in which a Member or Member or Associate Member of Master Electricians Association Limited may resign from such membership or associate membership.

12. CESSATION OF MEMBERSHIP

12.1 Membership cessation events

A Member or Associate Member ceases to be a Member of Master Electricians Association Limited if any of the following occurs:

- (a) any membership fee, entrance fee or subscription fee required to be paid by the Member for membership in the Company is more than three (3) months in arrears;
- (b) any individual who is a Member, dies;
- (c) in the case of an individual, upon the making of a Sequestration Order or the execution of the Deed of Assignment for the benefit of creditors in relation to the individual; or
- (d) in the case of any firm, upon the dissolution or making of a Sequestration order or the execution of a Deed of Assignment or Arrangement for the benefit of creditors in relation to the Firm or any Member; or
- (e) in the case of a company, upon the winding up, liquidation of the company or the execution of a Deed of Company Arrangement in relation to the company; or
- (f) the Member resigns their membership in accordance with this Constitution; or
- (g) in the case of a Member who is a Member pursuant to the provisions of clause 9.1(d), upon receipt by the Company of written notice that the Member has ceased to be a financial member of MEAQ; or
- (h) the Member has their membership terminated in accordance with this Constitution; or
- (i) the Member sells or transfers their only Industry business.

A person will cease to be an Associate Member if any of the events set out in clauses 12.1(a) to 12.1(h) occur in respect of them.

12.2 Membership entitlements not transferable

A right, privilege or obligation which a Member has by reason of being a Member or Associate Member of Master Electricians Association Limited:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the Member's respective membership.

12.3 No right to refund of membership fees where membership ceases

- (a) In the event that a Member's membership ceases under clause 12.1, the Member or their Representative shall have no right to a refund of membership fees already paid at the time their membership ceased and any membership fees paid in advance shall be forfeited to Master Electricians Association Limited.

13. RESIGNATION

13.1 Resignation of membership

- (a) A Member or Associate Member of Master Electricians Association Limited may resign from their respective membership by written notice addressed and delivered to the Secretary.
- (b) A notice of resignation from membership of Master Electricians Association Limited will take effect on the day on which the notice is received by Master Electricians Association Limited or on any such later date specified in the notice.

13.2 Recovery of moneys owing

Any membership fees (including, in the case of monthly payments of the annual subscription fee, the balance of the annual subscription not yet paid at the date of notice) or other moneys owing and outstanding by either a former or current Member or Associate Member of Master Electricians Association Limited may be sued for and recovered in the name of Master Electricians Association Limited as a debt due to Master Electricians Association Limited.

13.3 Notification of resignation

- (a) A notice delivered to the Secretary in accordance with clause 13.1 shall be taken to have been received by Master Electricians Association Limited when it was delivered.
- (b) A notice of resignation that has been received by Master Electricians Association Limited is not invalid because it was not addressed and delivered in accordance with clause 13.1.
- (c) A resignation of membership of Master Electricians Association Limited is valid even if it is not effected in accordance with this clause if the Member or Associate Member is informed in writing by or on behalf of Master Electricians Association Limited that the resignation has been effected.

- 13.4 Resignation from or termination of membership shall not entitle a Member of any class to re-imbursement or return of any membership fee, entrance fee or subscription fee. Further, any resignation, cessation or termination shall not relieve a Member of any class of any obligation to pay such fees for the financial year in which they give notice of resignation.

14. TERMINATION OF MEMBERSHIP

14.1 Termination, suspension and cautioning by Board resolution

If a Member or Associate Member of Master Electricians Association Limited:

- (a) is of general bad character, breaches the Code of Ethics, or by their actions brings the Company into disrepute;
- (b) is convicted of an indictable offence;
- (c) fails to comply with any provisions of the Constitution or any reasonable directions given by the Board from time to time;
- (d) has their relevant statutory licence revoked for any reason; or
- (e) if a MEAQ member, has such membership of the MEAQ terminated;

the Board may by resolution, approved by at least three-fourths of the Directors present at the meeting, terminate or suspend that Member's or Associate Member's membership or caution that Member or Associate Member in writing.

14.2 Automatic Termination

If a Member or Associate Member of Master Electricians Association Limited has any monies owing in arrears for a period of three (3) months that Member's or Associate Member's membership will automatically be terminated.

14.3 Right to be heard

- (a) A Member of any class that is the subject of an event referred to in clause 14.1, must be given prior written notice of any proposed consideration by the Board to make a resolution of the type referred to in clause 14.1, at least 14 days before the meeting of the Board at which the matter is to be considered.
- (b) At the meeting, referred to in clause 14.1 the Member and the person or persons alleging that an event referred to in clause 14.1 has occurred, shall have a full and fair opportunity of presenting their case and be legally represented.
- (c) If the Board resolves to terminate or suspend a Member's or Associate Member's membership, or otherwise cautions the Member or Associate Member, it shall instruct the Secretary to advise the relevant Member or Associate Member in writing of the contents and effect of its resolution accordingly.

14.4 Appeal against rejection or termination of membership

A person whose application for membership has been rejected or whose membership has been terminated or suspended or otherwise cautioned

pursuant to this Constitution may, within 1 month of receiving written notification thereof, lodge with the Secretary a written notice of that person's intention to appeal against the Board's decision made under clause 14.1 ("Appeal") together with a sum of money equivalent to the then annual subscription fee for Master Electricians Association Limited to cover the reasonable costs of calling and holding the Extraordinary General Meeting under clause 14.5.

14.5 Extraordinary General Meeting to determine Appeal

- (a) Upon receipt of a notice referred to in clause 14.4, the Secretary must convene, an extraordinary General Meeting to determine the Appeal within three months of receipt of the notice.
- (b) At any such meeting, the applicant and each Board member involved in making the Board's decision in the resolution referred to in clause 14.1 shall have the opportunity to fully present their respective cases and to be legally represented.
- (c) The Appeal will be determined by a majority of votes of the Members voting at such meeting.
- (d) The Secretary must immediately notify the appellant of the outcome of the Appeal.

14.6 Immediate Termination

Regardless of clause 14.1, the membership of a Member or Associate Member will be terminated immediately upon such person ceasing to be eligible to become a Member or Associate Member (as the case may be) in accordance with this Constitution.

14.7 Termination upon sale or transfer of Industry Business

The membership of any Member or Associate Member whose business is assigned or transferred to another entity, is terminated immediately, unless the Board in its discretion otherwise directs or the Member retains ownership of or a direct interest in another business in the industry.

15. BRANCHES

- 15.1 The Board may establish a Branch in any State, Territory or defined geographical area in which at least 50 (or such other number as the Board may from time to time determine) Members conduct their business.
- 15.2 Each Member shall be allotted to the Area where in the opinion of the Board that Member primarily conducts its business. A Member may only be allotted to one Area.
- 15.3 The members allotted to an Area other than the Area of the State of Queensland, shall elect a Branch Committee for that Area biennially which shall consist of up to 8 Members (or their respective Representative), one of whom shall be elected as Chairperson and another elected as Secretary.
- 15.4 Those elected to a Branch Committee shall, subject to this Constitution, hold office for a term of 2 years, shall have the power to fill any vacancy on the Committee during their term by simple majority vote and shall have the power to appoint from among their number a Director to the Board in accordance with clause 16.1(a)(iii).

- 15.5 The Board shall have power from time to time to make By-Laws not inconsistent with this Constitution regulating the management and control of Branches including (but not limited to) establishing an internet-based portal for election of the Branch Committee.
- 15.6 Subject to the direction and control of the Board, a Branch may facilitate the grouping, linking and representation of Members within the Area in relation to local area concerns and activities.
- 15.7 MEAQ shall be deemed to be the Branch for the State of Queensland. For clarity, branches within MEAQ do not constitute Branches of the Company.
- 15.8 The Board may abolish a Branch other than MEAQ if the number of Members in the Area falls below 50 (or such other number determined in accordance with clause 15.1) or for any other reason considered appropriate by the Board.
- 15.9 The Board may set and vary the Area of any Branch or amalgamate or split Branches from time to time, other than MEAQ.
- 15.10 The election of the Members and Officers of a Branch other than MEAQ shall be conducted as provided in the By-Laws established by the Board from time to time.
- 15.11 All subscriptions, as determined by Clause 11, shall be forwarded to the Company office in Brisbane, which shall, for the purpose of financing the Branches, remit a portion, as determined by the Board, to each Branch quarterly, but not before the receipt of the minutes of the Branch's quarterly meetings and financial statement with reconciliation.

16. BOARD

16.1 Constitution of Board

(a) The Board shall consist of the following:

- (i) a President – who shall be a Member or an employee or director of a Member, appointed by MEAQ. The President shall hold office until removed by MEAQ;
- (ii) a Treasurer – who shall be a Member or employee or director of a Member, appointed by MEAQ. The Treasurer shall hold office until removed by MEAQ. The Treasurer shall present Financial Reports (including Annual Budgets, Annual Financial Reports and Statements of Account) as requested by the Board;
- (iii) One Director appointed by each Branch (including MEAQ) ("Regional Directors") who shall hold office for so long as they remain a member of the Branch which appointed them save that in the case of a Director appointed by MEAQ, they shall hold office until removed by MEAQ;
- (iv) Up to two (2) Non-Member Directors who may be appointed by the other members of the Board and who shall hold office at the leisure of the other Board Members.

- 16.2 The holder of the position of Chief Executive Officer of MEAQ from time to time will be the Secretary of the Company in accordance with Section 204A

of the Act and shall forthwith become an Office-bearer of the Company who shall be entitled to attend Board Meetings but not to vote thereat.

16.3 Cessation of Board membership

An Office Holder shall forthwith cease to hold office if that Office Holder:

- (a) dies;
- (b) is bankrupt;
- (c) resigns from office upon that Board member notifying the Board in writing and such notice having been accepted by the Board (acceptance of which shall not be unreasonably withheld);
- (d) is dismissed from office in accordance with clause 17;
- (e) becomes of unsound mind or person whose estate is liable to be dealt with in any way under the law relating to mental health; or
- (f) has his or her appointment revoked by their appointer referred to in clause 16.1(a).

16.4 Vacancies

A vacancy in the office of a Board Member appointed in accordance with clause 16.1(a) shall be filled by appointment of a replacement by the appointer referred to in clause 16.1(a).

17. DISMISSAL OF OFFICE-HOLDERS

17.1 Dismissal events

An Office-Holder of the Company or any Branch must not be dismissed from office under this Constitution unless they have:

- (a) been found guilty in accordance with the Constitution of
 - (i) misappropriation of the funds of Master Electricians Association Limited;
 - (ii) a substantial breach of the Constitution or the Act; or
 - (iii) gross misbehaviour or gross neglect of duty; or
- (b) ceased, according to this Constitution, to be eligible to hold office.

17.2 Allegations and hearing of dismissal

A Member may provide the Board with a notice in writing alleging that an office-holder;

- (a) has contravened this Constitution or the Act;
- (b) has ceased, according to this Constitution, to be eligible to hold the office;
- (c) has misappropriated any funds of Master Electricians Association Limited; or

- (d) has grossly misbehaved or grossly neglected his or her duty.

The Board must inform the office-holder in writing of the allegation(s) made pursuant to this clause and such office-holder shall be called before the Board and given a reasonable opportunity to be heard at which hearing the Board and the office-holder shall be entitled to be legally represented.

17.3 Dismissal from office

If, after reasonable consideration of the matter, the Board by resolution of at least three-fourths of the Directors (excluding the Office-Holder the subject of consideration) voting at the meeting finds that the office-holder:

- (a) has intentionally contravened this Constitution or the Act;
- (b) has ceased, according to this Constitution, to be eligible to hold the office;
- (c) has misappropriated any funds of Master Electricians Association Limited; or
- (d) has grossly misbehaved or grossly neglected his or her duty,

the Office-Holder will notwithstanding any other provision of this Constitution, be dismissed from and cease to hold the office and/or membership of the Board.

18. POWERS, DUTIES AND REMUNERATION OF DIRECTORS

18.1 General power of management

- (a) Subject to the Act and this Constitution, the management of the business and affairs of Master Electricians Association Limited is vested in and shall be under the direction of the Directors and they may exercise all such powers of Master Electricians Association Limited as are not, by the Act or by this Constitution, required to be exercised by Master Electricians Association Limited in General Meeting.
- (b) Without limiting this clause 18.1, the Directors:
 - (i) must endeavour to carry into effect the Objects of the Association;
 - (ii) may exercise all the powers of Master Electricians Association Limited to borrow, save or invest money, to charge, acquire, dispose, or otherwise deal with any property or business of Master Electricians Association Limited and to issue debentures or give any other security for a debt, liability or obligation of Master Electricians Association Limited or of any other person.
- (c) The Directors may:
 - (i) delegate to a person so appointed any of the powers vested in the Directors on such terms as the Directors think fit;

- (ii) remove a person so appointed and revoke or vary such delegation; and
- (iii) authorise any delegate or attorney appointed by the Directors in accordance with this Constitution to sub-delegate all or any of the powers vested in that person.

18.2 Other offices of Directors

Subject to the Act, a Director may hold any other office or offices under Master Electricians Association Limited (except that of auditor) together with the Office of Director and on the conditions of remuneration and otherwise as the Board may arrange. All such arrangements must be recorded by the Secretary and made available for inspection by Members upon request.

18.3 Power to appoint attorneys

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of Master Electricians Association Limited. An attorney may be appointed for such purposes, with the power, authority or discretion (being power, authority or discretion vested in or exercisable by the Directors), for such period and subject to such conditions as the Directors determine.
- (b) Any power of attorney may contain any provision for the protection and convenience of persons dealing with the attorney as the Directors think fit. The power of attorney may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

18.4 Remuneration

- (a) The Directors may be paid or provided with remuneration for their services in accordance with the Act. Remuneration may take the form of an allowance paid to Directors in anticipation of expected expenses. The amount paid to individual Directors will be as determined by the members from time to time by Ordinary Resolution at a General Meeting, providing that such amount is reasonable taking into account the circumstances of Master Electricians Association Limited. Directors' remuneration must be recorded by the Secretary and such records be made available for inspection by a Member upon request. Directors' remuneration must be fully disclosed in Master Electricians Association Limited's Financial Reports.
- (b) Remuneration of Directors is deemed to accrue from day to day.
- (c) Remuneration includes salary, wages, bonuses and allowances paid for the sole purpose of meeting expenses incurred in connection with performing services as a Director holding their respective office.
- (d) The Directors may also be paid or re-imbursed for all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of Master Electricians Association Limited or otherwise in connection with the business of Master Electricians Association Limited.

18.5 Signing of documents and cheques

Each legally binding document cheque or other payment (such as electronic transfer) shall be signed or otherwise effected by a Director, the Secretary, the Chief Executive Officer or the Chief Financial Officer or such other employee appointed for this purpose by the Board (“Authorised Signatory”) and each such transaction shall be countersigned or otherwise co-authorised by a second Authorised Signatory.

18.6 Entry into industrial agreements

The Board may also enter into industrial agreements. Conditions upon which these agreements and documents required by law may be signed shall be identical with those set out in clause 18.5.

19. PROCEEDINGS OF DIRECTORS

19.1 Directors to regulate

- (a) The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the requisition of a Director, convene a meeting of the Directors.

19.2 Written resolution

A resolution in writing signed or assented to and transmitted by facsimile, email, or other form of visible communication by all the Directors is as valid and effective as if it had been passed at a meeting of Directors duly convened and held. Any resolution may consist of several documents in like form (which may be an electronic document) each signed or otherwise authorised and sent by or on behalf of one or more of the Directors. If the Directors signed or otherwise authorised and sent the document on different days, the resolution is taken to have been passed at the time at which the document was last signed or otherwise authorised and sent by a Director. A reference in this clause 19.2 to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

19.3 Telephone and other meetings

Without limiting the power of the Directors to regulate their meetings as they think fit, a meeting of Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:

- (a) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by video link, telephone or other form of communication;
- (b) notice of the meeting is given to all the Directors entitled to notice according to the usual procedures agreed on or laid down from time to time by the Directors of Master Electricians Association Limited and such notice does not specify that Directors are required to be present in person;
- (c) if a failure in communications prevents condition (a) from being satisfied by that number of Directors which constitutes a quorum, then the meeting is suspended until condition (a) is satisfied again.

If condition (a) is not satisfied within 15 minutes from the time the meeting was interrupted, the meeting is deemed to have terminated; and

- (d) any meeting held where one or more of the Directors is not physically present is deemed to be held at the place specified in the notice of meeting if a Director is present there. If no Director is present at the place specified, the meeting is deemed to be held at the place where the chairperson of the meeting is located.

19.4 Decisions of the Board

Subject to this Constitution, questions arising at any meeting of Directors are decided by a majority of votes of the Directors voting. A determination of a majority of Directors is for all purposes deemed to be a determination of the Directors. If the votes are equal, the chairperson of the meeting has a second or casting vote.

In addition to voting by attending in person, by video link, telephone or other form of communication, a Director entitled to vote at any meeting of Directors may alternatively vote in relation to any question arising thereat by a direct vote without attending the Director's meeting in person, by video link, telephone or other form of communication. A "direct vote" means a vote delivered prior to the meeting in question, to the President, by hand, post, facsimile or other electronic means approved by the Board from time to time. The Board may, from time to time, specify the form, method and timing of casting a direct vote at a Director's meeting, in order for the vote to be valid.

19.5 Quorum

At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is the number determined by the Directors and, unless so determined, is three.

For the purpose of calculating a quorum, a Director who does not attend a meeting in person or by video link, telephone or other form of communication, but is otherwise entitled to vote at the meeting in question, will be deemed to be in attendance, including for the purpose of calculating a quorum, if they have cast a valid, direct vote in relation to a question arising thereat.

19.6 Authority to act where vacancy

If there is a vacancy in the office of a Director, the remaining Directors may act. If the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of convening a General Meeting of Master Electricians Association Limited.

19.7 Chairperson

- (a) The President shall be the Chairperson if in attendance;
- (b) If the President is not in attendance then the Directors present may elect one of their number to be a chairperson of the meeting.

19.8 Non-effect of defects in appointments

- (a) All acts done by any meeting of the Directors, or by any person acting as a Director are deemed to be valid as if all persons had been duly appointed and were qualified to be a Director.

- (b) This is the case even if it is afterwards discovered there was some defect in the appointment of a person to be or to act as a Director or that a person so appointed was disqualified.

19.9 Director's personal interests

- (a) It is recognised that most Directors will be Contractors in the Industry and by this reason may have a potential conflict as a Director. A Director need not disclose to the Board a general conflict which arises merely by reason of being a Contractor in the Industry, but must disclose any peculiar circumstances and otherwise comply with the Company's Conflicts of Interests and Duties Policy as varied from time to time.
- (b) Subject to the Act, a Director may contract with Master Electricians Association Limited and may participate in the profits of any contract or arrangement with Master Electricians Association Limited as if the person were not a Director.
- (c) Each Director must disclose to Master Electricians Association Limited according to the Act their interests in any contract or arrangement and the Secretary must record all declarations in the minutes of the relevant Directors' meeting.
- (d) A Director who has a personal interest may not vote on or be counted in the quorum of Directors, in respect of any contract or arrangement by Master Electricians Association Limited with any other person or corporation in which the Director may be interested.
- (e) A Director's failure to make disclosure under this clause does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- (f) A Director is deemed to be not interested in any contract or arrangement where the only personal interest of the Director arises because the Director is also a Director of a corporation which is deemed to be related to Master Electricians Association Limited by the Act.
- (g) A Director or other office-holder may not attest the affixing of the Seal to or otherwise execute or authorise the execution of any document relating to a contract or arrangement in which the Director has an interest.

20. INDEMNITY

Every Director, and other office-holder, manager, servant or agent of Master Electricians Association Limited ("Indemnified Person") is indemnified by Master Electricians Association Limited against:

- (a) a liability to another person incurred by the Indemnified Person in that capacity (other than a liability incurred to Master Electricians Association Limited or a related body corporate) unless the liability arises out of conduct involving dishonesty or a lack of good faith; and
- (b) a liability for costs and expenses incurred by the Indemnified Person in that person's capacity within their respective authority as such:

- (i) in defending civil or criminal proceedings in which judgment is given in favour of the Indemnified Person or in which the Indemnified Person is acquitted; or
- (ii) in connection with an application in relation to civil or criminal proceedings, in which the Court grants relief under the Act or another law.

The amount to which such indemnity is provided shall immediately attach as a lien on the property of Master Electricians Association Limited and have priority as between the Members or other claims.

21. ELECTORAL ROLL FOR BRANCH

The names and addresses of all members allocated to each Area shall form the roll of voters for the election of each Branch. The Returning Officer shall prepare a roll of those voters who, on the seventh day before the date determined for the opening of nominations, are entitled to vote in any such election.

22. SCRUTINEERS

22.1 Appointment of Scrutineers

Any candidate in an election for members of a Branch Committee required under this Constitution may, if they so desire, appoint a scrutineer, who is a financial Member of Master Electricians Association Limited, to represent that candidate at the ballot ("Scrutineer"). The candidates appointing a Scrutineer must, before the commencement of the ballot, notify the Returning Officer, in writing, of the name of such scrutineer. The Board of Master Electricians Association Limited may appoint a Scrutineer to represent it at any ballot.

22.2 Rights and restrictions of Scrutineers

A Scrutineer:

- (a) is entitled to be present throughout the ballot and may query the inclusion or exclusion of any vote in the count by the Returning Officer and has final determination of any votes so queried;
- (b) a Scrutineer must not remove, mark, alter or deface any ballot paper or other document used in connection with the election; and
- (c) must not interfere with or attempt to influence any Member at the time such Member is casting their vote.

23. ANNUAL AND OTHER GENERAL MEETINGS

23.1 The Annual General Meeting of the Company must be held during such month at such time and place as may be determined by the Board. Other General Meetings will be held as the Board determines from time to time provided that it will on request in writing by any fifteen Members call a General Meeting in compliance with such request. Such request must be in writing and signed by the Members concerned and set forth the objects of the meeting proposed to be called and be deposited with the Secretary. If the Board does not proceed to cause a meeting to be held within twenty-one days from the date of such request being so deposited such Members or any other fifteen Members may themselves convene a meeting. Voting will be on the basis that each Member will be entitled to one vote. Decisions of Annual

General Meetings and General Meetings will be binding on the Board. Twenty-one days notice shall be given to each Member of the Annual General Meeting.

- 23.2 At the Annual General Meeting, the Treasurer will present the Annual Financial Report and Annual Statement of Accounts; the President shall present a Report regarding the business and affairs of the Company over the preceding year and setting out the Board's expectations for the forthcoming year. Other matters as duly notified to the Secretary and incorporated in the Agenda shall also be discussed and questions from the floor may be allowed at the discretion of the Chairman.

24. PROCEDURE AT MEETINGS OF THE COMPANY

24.1 Chairperson

The President will preside at all meetings of Master Electricians Association Limited. In the event that the President is absent the meeting must elect a chairperson from among the Board. The chairperson shall be empowered to use his or her casting vote in addition to his or her ordinary vote. The following provisions will apply to the conduct of business at a meeting.

24.2 Voting - general

Only Members who have no unpaid membership fees outstanding shall be entitled to vote at meetings of the Company. Notwithstanding that, Members and Associate Members shall be entitled to attend meetings of the Company and to propose and speak in favour of or against any motion at any such meeting but will not be entitled to vote. All questions will be decided by a show of hands unless a poll is demanded by any three Members in attendance and eligible to vote in which case two scrutineers shall be appointed by the meeting.

In addition to voting by attending in person, a Member entitled to vote at any General Meeting or Annual General Meeting may alternatively vote in relation to any resolution contained in any notice of meeting by a direct vote without physically attending the General Meeting. A "direct vote" means a vote delivered prior to the meeting in question, to the Secretary, by hand, post, facsimile or other electronic means approved by the Board from time to time. The Board may, from time to time, specify the form, method and timing of casting a direct vote at a General Meeting or Annual General Meeting, in order for the vote to be valid.

24.3 Quorum

A quorum at a General Meeting of members will consist of fifteen Members.

For the purpose of calculating a quorum, a Member who does not attend a meeting in person but is otherwise entitled to vote at the meeting in question, will be deemed to be in attendance, including for the purpose of calculating a quorum, if they have cast a valid, direct vote in relation to a resolution contained in the notice of meeting for that meeting.

24.4 General

- (a) In dealing with correspondence every letter, email or other form of communication as read will be taken as formally received unless a motion to the contrary be submitted and every such communication

may be dealt with immediately after the contents have been made known.

- (b) No discussion must take place except on a motion or amendment moved and seconded and put in writing if so demanded by the presiding officer.
- (c) Only one amendment will be entertained at one time. If the amendment be carried it will become the substantive motion, the original motion lapsing, and there will be no necessity to put the original motion to the meeting. It will be competent whether the amendment is carried or not to receive other amendments one at a time to be decided in like manner until the subject is finally disposed of. In a debate on a motion or amendment not more than two speakers other than the mover and the seconder will follow successively on the same side of the question. If two speakers having so spoken there be then no speaker to take the opposite side then the question shall be put forthwith.
- (d) No Member may propose more than one amendment upon a motion and no Member will speak more than once upon the same question which will include a motion and all amendments except the mover of the motion who will be entitled to reply and thereupon all discussions will cease and the question be put. Any Member seconding a motion or amendment without remarks will not be held to have spoken thereon.
- (e) In the case of amendments being lost the presiding officer must put the motion to the vote. Any Member with the consent of the presiding officer may offer an explanation of any particular expression used by him or her but must confine himself strictly to such. Any subject that may be once settled by vote or division cannot again be entertained at the same meeting or at any subsequent meeting unless due notice be given at a meeting of the Association in which case the original mover and seconder of the motion must be properly notified.
- (f) A motion that the debate be now concluded may be moved at any stage of a debate and will immediately be put to the meeting without discussion. If lost the debate will continue as if such motion has not been moved. If carried then the amendment or motion if there be no amendment then under discussion will forthwith be put to the meeting without further discussion. If the amendment be carried it becomes a motion and the debate will proceed. If the amendment be lost other amendments may be received and dealt with as hereinbefore provided until the question is finally disposed of. The motion that the debate be now concluded may be moved any number of times during a debate.
- (g) When a motion is moved and seconded that the Chairperson's ruling be disagreed with the Chairperson must immediately leave the chair and the question then before the chair be suspended. Another chairperson must be appointed by the meeting and the question that the Chairperson's ruling be disagreed with shall be discussed and decided after which the former Chairperson must resume the chair and the debate on the original question proceeded with.

- (h) On all questions and during all discussions the Member or Associate Member speaking must address the meeting through the presiding officer and be standing. In cases where a point of order is raised the Member or Associate Member raising the same must state his or her point of order clearly and distinctly and if a Member, Member or Associate Member be speaking such Member or Associate Member must take his or her seat until the point of order is decided. The presiding officer will decide the matter promptly and not allow discussions.
- (i) Any Member or Associate Member violating any of these rules of debate may be dealt with by the Chairperson. Any Member or Associate Member refusing to retract any offensive expression or to obey the direction of the Chairperson may be debarred from taking part in any discussion until such retraction or obedience be duly made.

25. ACCOUNTS

The Board must cause true accounts to be kept of all sums of money received and expended by Master Electricians Association Limited and of the matters in respect of which such receipt and expenditure takes place and of all property credits and liabilities of the Company.

The Board must at every Annual General Meeting, lay before Master Electricians Association Limited a statement of accounts of Master Electricians Association Limited during the preceding year.

26. LOANS, GRANTS AND DONATIONS

26.1 A loan, grant or donation of an amount exceeding \$20,000 must not be made by Master Electricians Association Limited unless the Board has satisfied itself:

- (a) that the making of the loan, grant or donation would be in accordance with the other rules of Master Electricians Association Limited; and
- (b) in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory; and

26.2 has approved the making of the loan, grant or donation.

27. ALTERATION TO CONSTITUTION

The Constitution of the Company for the time being may be altered by resolution of at least three-fourths of votes of Members (including Life Members) at a General Meeting called for the purpose, provided that any amendment to clause 16 or which has the effect of changing the manner in which the Board is constituted as set out in clause 16, shall be of no effect unless the President and Treasurer provide to the meeting at which the amendment is to be considered, written advice that they consent to the proposed change. Twenty-one days notice or such shorter time permitted under the Act must be given of any such General Meeting.

28. AUDITOR

Once at least in every year the accounts of Master Electricians Association Limited must be examined and a certificate of correctness shall be given by a licensed Company Auditor who shall have at all reasonable times access to all books papers and documents of Master Electricians Association Limited. Such Auditor must be appointed by the Members at an Annual General Meeting and will hold office until such time as they cease, resign or are removed as Auditor in accordance with the Act.

29. CONTRIBUTION

- (a) The Board may, with the sanction of a General Meeting, from time to time call upon the Members to contribute *pari passu* for the general purposes of Master Electricians Association Limited, for any special subject or for the purposes of emergency expenses incurred.
- (b) Each Member and Associate Member called upon to contribute under this clause must pay every call made to Master Electricians Association Limited forthwith.
- (c) No Member or Associate Member will be called upon to pay in any half year an amount which exceeds the amount of the annual subscription applicable to such Member or Associate Member.
- (d) A call will be deemed to be made at the time that the resolution of the Board making the same was passed.

30. SEAL

The Seal must be held in the safe custody of the Board and must not be affixed to any document except:

- (a) by the authority of the Board previously given;
- (b) in the presence of at least one member of the Board who must sign every instrument to which the Seal is affixed; and
- (c) upon it being countersigned by another Authorised Signatory.

31. INSPECTION OF RECORDS

The Directors must determine whether and on what conditions the accounting records and other documents of Master Electricians Association Limited or any of them are open to inspection of Members or Associate Members other than Directors. A Member, Member or Associate Member other than a Director does not have the right to inspect any document of Master Electricians Association Limited except as provided by the Act or authorised by the Directors or by Master Electricians Association Limited in General Meeting.

32. NOTICES

32.1 Method

A notice may be given by Master Electricians Association Limited to any Member or Associate Member by serving it on them personally, sending it by post to the address shown in the register of members (or an alternate address supplied by the Member or Associate Member) or by sending by

electronic mail to the address supplied by the Member or Associate Member to Master Electricians Association Limited for the giving of notices to that person.

32.2 Deemed receipt

- (a) Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected, in the case of a notice of a meeting, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (b) Where a notice is sent by email, service of the notice is deemed to be effected at the time shown in the delivery confirmation report generated by the sender's email system (unless an answerback code is received by the sender which indicates the email transmission has not been successful).

32.3 Persons entitled to notice

- (a) Notice of every General Meeting must be given in the manner authorised by this clause 32 to:
 - (i) every Member and Associate Member; and
 - (ii) the auditor of Master Electricians Association Limited.
- (b) No other person is entitled to receive a notice of General Meeting.

End of Rules

Master Electricians Association, Queensland Industrial Organisation of Employers



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CONSTITUTION

1. NAME:

- (1) The Association shall be known as the Master Electricians Association, Queensland Industrial Organisation of Employers.
- (2) The Registered Office of the Association shall be 57 Berwick Street, Fortitude Valley, Queensland, 4006, or such other address as decided by the Council from time to time.

2. *OBJECTS:*

The objects of the Association shall be:

- (1) For the mutual protection and advancement of the Members of the Association; and
- (2) To maintain Government licensing of Electrical Contractors; and
- (3) To secure and maintain representation on all appropriate Organisations, Authorities or Boards concerned with the Electrical, electronic, data, communication, security, fire or electro technology Industry, and any other areas deemed to be in the interests of Members; and
- (4) To establish a “Code of Ethics” for the guidance of Members and to discipline any Member guilty of conduct that would bring the industry into disrepute; and
- (5) To safeguard the business interests of its Members; and
- (6) To lawfully protect the interests of its Members in the industry; and
- (7) To support a practical system of apprenticeship and to promote and encourage any technical or other forms of education for the development of efficient employees; and
- (8) To encourage and preserve skills in the trades; and
- (9) To furnish and award competitive prizes or make contributions to prize funds of educational establishments; and
- (10) To form Committees that promotes and implement various objectives of the Association; and
- (11) To establish Branches throughout the State of Queensland and other locations as determined by the Council from time to time; and
- (12) To work with or to appoint representatives to any Association, Committee, Federation, or Union throughout the Commonwealth of Australia or elsewhere; and
- (13) To assist and support any scientific standards or Bodies represent the activities and interests of Members; and
- (14) To liaise with industry participants, such as Electricity Supply Authorities and Builders, to achieve the best outcome for Members; and
- (15) To promote favourable relations with Wholesalers, Manufacturer’s Representatives and the like; and
- (16) To obtain recognition by any Authority, that is in the Association’s interest, and to obtain and exercise, any rights, privileges, licences or concessions as may be desirable; and
- (17) To purchase, lease, license, hire, or otherwise acquire real or personal property of any kind to meet the objectives of the Association and to sell, exchange or otherwise dispose of any real or personal property on such terms as may be considered desirable; and





- (18) To manage, lease, mortgage, or otherwise deal with all or any part of the property of the Association; and
- (19) To invest, in any manner authorised by the Council, moneys not immediately required by the Association; and
- (20) To borrow, raise, or secure money, determined by the Association, by the issue of bonds, debentures, bills of exchange, securities, or other negotiable instruments charged upon all or any part of the Association's property and to purchase, redeem, or pay off any such securities; and
- (21) To frame suitable Contractual Documents for Members of the Association; and
- (22) To promote, support or conduct events, conferences and appropriate seminars; and
- (23) To produce and publish information that reflects the objects of the Association and the interests of the industry; and
- (24) To act as a non-political body, and all officers and members will, without the express approval of the Council, refrain from any action using the Association name in a political manner. However, the Association will promote or oppose public movement, legislation or other measures affecting or likely to affect the Member's interests in the carrying on of their business; and
- (25) To raise funds by means of subscriptions and levies on Members in such manner as is provided for in this Constitution and to assist Members by financial or other means; and
- (26) To act as an Industrial Organisation of Employers under the relevant laws; and
- (27) To represent the interests of the Members before Courts, Boards, Conciliation Committees, Tribunals, any other bodies and at Conferences; and
- (28) To maintain a high standard within the Industry to protect the consumers interests.

3. DEFINITIONS

'Act' means the *Industrial Relations Act 2016* (Qld) as amended from time to time, or its successor.

'Association' means the Master Electricians Association, Queensland Industrial Organisation of Employers as defined in Clause 1 of this Constitution.

'Authority' means any government, any minister or ministry or any governmental, semi-governmental, local-governmental, administrative, fiscal, regulatory or judicial body, tribunal, department, commission, authority, agency, statutory corporation or authority, instrumentality, bureau, board or undertaking under the direct or indirect control of any government or any other person having the right to impose a requirement of whose consent is required under law.

'Casual Vacancy' means a vacancy in an Office because of the death, removal or resignation from Office of the Office holder.

'Code of Conduct' means the code of conduct for Councillors as contemplated by Rule 8(22).

'Court' means any Court or Tribunal in a competent State or Federal jurisdictions.



‘Days’ means calendar days.

‘Financial Member’ means a Full Member who has paid their annual subscription together with all levies, contributions, fees, special fees and other monies due and payable to the association under Rule 12.

‘Gross misbehaviour’ means any serious or persistent contravention of the obligations that a Member owes to the Association, or the Council or to another Member (under this Constitution or otherwise) and includes (without limitation):

- (a) a serious or persistent contravention of the Rules
- (b) a contravention of the Rules that cannot be rectified within 14 days of a direction to rectify the contravention
- (c) non-compliance with the standards of behaviour and conduct established by the Association through its policies and procedures, including the Code of Conduct
- (d) an act of dishonesty or fraud in connection with the Association or which reflects upon the Association.
- (e) an act or omission which does or may materially or detrimentally affect the good reputation or integrity of the Association or bring discredit or disrepute to the Association
- (f) conduct that causes imminent and serious risk to a person’s health or safety or the reputation, viability or profitability of the Association
- (g) becoming bankrupt or compounding with creditors
- (h) any conduct that could, if proved, constitute an offence against the Act or a law of a State or the Commonwealth
- (i) an act or omission to place personal or financial interests above the best interests of the Association in connection with the Member’s duties to the Association
- (j) improper use of the position or information acquired by a Councillor to gain an advantage for themselves or someone else or to cause detriment to the Association
- (k) being engaged in a business, activity or venture which may lead to a conflict of interest (or which may give the perception of a conflict of interest) with the Association’s objects or the Member’s duties to the Association.

‘Gross neglect of duty in the office’ means any serious or persistent contravention of duties to the Association or the Council (under this Constitution or otherwise) and includes (without limitation):

- (a) non-compliance with a reasonable direction of the Council
- (b) non-compliance with the duties that are owed to the Association
- (c) failing to act honestly, in good faith or in the best interests of the Association



- (d) failing to exercise powers or discharge duties with a degree of care and diligence that a reasonable person would exercise if they were a Councillor in the same circumstances
- (e) negligence in the performance of the duties that are owed to the Association
- (f) unsatisfactory performance of the duties that are owed to the Association where that performance does not noticeably improve within seven (7) days of a direction from the Association to do so
- (g) being engaged in a business, activity or venture which may lead to a conflict of interest (or which may give the perception of a conflict of interest) with the objects of the Association or the Member's duties to the Association
- (h) failing to use reasonable endeavours to foster and maintain positive and professional relationships with colleagues and Members.

'Lengthy Service' means a period of continuous Full Membership of the Association as determined by the Council from time to time.

'MEAQ' has the same meaning as the Association.

'Member' means Full Member, Associate Member, Life Member and Retired Member unless provided for otherwise in this Constitution.

'Regional' means areas of Queensland excluding local government areas of Brisbane, Logan, Gold Coast, Ipswich, Moreton Bay, Redland Bay and Sunshine Coast.

'Returning Officer' means a person, other than an officer, employee or Financial Member of the Association, who is appointed at the first Council Meeting held each year to perform duties as specified in this Constitution.

'Rules', 'the Rules' and 'these Rules' means the rules of the Association as contained in this Constitution.

'Substantial contravention of the Rules' means, without limitation, an act or omission which is contrary to the Rules, in breach of the Rules or in violation of the Rules. The act or omission may be intentional or unintentional. It may be direct or indirect. It includes aiding a contravention of the Rules by another person and it includes an act or omission where a person has made no reasonable attempt to comply with the Rules. However a mere technical failure to adhere to a Rule in circumstances where no detriment is caused or could have been caused to any person or entity is not a 'substantial contravention of the Rules'.

4. *MEMBERSHIP:*

(1) Full Members

Electrical and Communications and Refrigeration Contractors are eligible to be a full Member of the Association if they meet the requirements of this Clause.

Electrical Contractors must have the appropriate statutory licence to perform electrical work and, if applicable to the operation of the business, any other statutory licence as required to qualify as a Security Firm Class 2 as described in the *Security Providers Act 1993 (Qld)*. Additionally, they



must have the appropriate insurances and have an enterprise that is legally registered, under the appropriate laws, and is able to carry out the operations of a business.

Communication Contractors must have the appropriate statutory licence, if applicable, to perform work including the performance of work as a Security Firm Class 2 as described in the *Security Providers Act 1993 (Qld)*. Additionally, they must have the appropriate insurances and have an enterprise that is legally registered, under the appropriate laws, and is able to carry out the operations of a business.

Refrigeration Contractors must have the appropriate statutory licence, if applicable, to perform work. Additionally, they must have the appropriate insurances and have a business that is legally registered, under the appropriate laws, and is able to carry out the operations of a business.

All Full Members who are also Financial Members will have the right to vote and hold the various position of Office.

- (2) The Council may determine that there will be certain classes of Full Membership, including but not limited to, Gold, Silver and Bronze Full Membership. The Council will determine, from time to time, the requirements of certain classes of Full Membership and the services that Full Members of each class will be entitled to receive from the Association

The Association may grant Associate membership to any individual, firm or company that is directly concerned with the electrical, electronic, data, communications, security, fire or electro technology industry.

The Council will determine, from time to time, the services that Associate Members will be entitled to receive from the Association.

An Associate Member will not have any claim on the Association, its property or funds and will not be entitled to vote or hold Office in the Association.

- (3) Retired Members

The Council may select an individual to be a Retired Member to be placed on the Retired Members List.

The nominated Member must have been a Full Member in the period immediately preceding the nomination and must have held a Lengthy Service with the Association.

The Council will determine, from time to time, the services that Retired Members will be entitled to receive from the Association.

A Retired Member will not have any claim on the Association, its property or funds and will not be entitled to vote or hold Office in the Association.

- (4) Life Members

Full Members or Retired Members who have provided a long and honourable service to the Association and Industry can be made Life Members.

The nominated Member must have been a Full Member or Retired Member in the period immediately preceding the nomination.

The nominations are to be proposed and seconded by a Full Member of the Association, and made in writing to the Chief Executive Officer.

The nominations will be considered and voted on at the next General meeting.

The Life Member will be presented with a Life Member's Badge.

A Life Member will not have any claim on the Association, its property or funds and will not be entitled to vote or hold a position of Office in the Association unless the Member is also a Financial Member.

For the purpose of this Rule 4, an appropriate statutory licence means a licence issued by the Authority under the appropriate laws.



5. *REGISTER OF MEMBERS:*

- (1) The Chief Executive Officer will keep a register of all Members. The register will contain all the information required at law. Members will notify the Chief Executive Officer, in writing, of any change in their information e.g. change of address.
- (2) This information will be updated on the renewal of membership each year or when applicable, for example the Member moves premises.
- (3) In the case of Members who are organisations:
 - (a) Members can appoint one person to be the representative of that Organisation in all matters incidental to the business of the Association, involving the presence in person of a Member, being an individual, and requiring the exercise of a vote under these Rules. If the person so appointed is unavailable they can appoint a proxy to attend on their behalf.
 - (b) Such appointment shall be revoked upon the death, incapacity, retirement or cessation of employment of the person so appointed. The Member may appoint another person to be their representative in this case.
- (4) The Association will keep Members records in accordance with the relevant laws.

6. *ADMISSION TO MEMBERSHIP:*

- (1) Application for membership shall be submitted, in writing, on the appropriate form, to the Chief Executive Officer. To be eligible for membership a person or enterprise must be engaged in a calling for which the organisation is registered and within the Rules of the Association.
- (2) The Association will admit to membership a person or enterprise that is eligible to become a member within 3 months of applying to become a member. If a questions or dispute has within the 3 months been referred to the Court for decision, under the Act, then the Association will, within 1 month of the Court deciding the person or enterprise is, or is eligible to become, a member, admit such person or enterprise to membership.
- (3) Applicants for membership will pay a nomination fee and one (1) year's subscriptions or such amount as determined by the Council from time to time.



- (4) The financial year shall commence on the first day of July each year. The Council may, at its discretion, amend the commencement date of the financial year. The time from the end of the financial year before the amendment and the start of the first financial year after the change is taken to be a financial year. The period from when the Association is registered to the start of its first financial year is not included in a financial year of the Association.
- (5) Any Member retiring from business temporarily on account of illness or other unforeseen circumstances will not be liable to pay the nomination fee on re-joining the Association.
- (6) Every Member shall be entitled to a certificate of membership. All certificates issued remain the property of the Association and must be returned on resignation or when the name has been removed from the Register of the Members of the Association in accordance with Rule (5).
- (7) Each Member, on joining, will be informed of their financial obligations and manner in which a Member may resign from the Association.
- (8) Annual membership is for one (1) calendar year commencing on the date of admission to membership and is renewable on the anniversary of that date for each subsequent year.

7. *WITHDRAWAL OF MEMBERSHIP:*

- (1) Any Member intending to withdraw from the Association must give written notice of their intention to the Chief Executive Officer. All subscriptions (including, in the case of monthly payments of the annual subscription fee, the balance of the annual subscription not yet paid at the date of notice), levies and fines of any description and other moneys owing and outstanding by a Member which are due at date of notice, must be paid by the Member, and may be sued for and recovered as a debt due and payable to the Association. No Member shall be relieved of liability for any of the acts of the Association prior to their giving notice of withdrawal from membership. The Council may waive any or all of the provisions or requirements of this Rule 7(1) at their discretion.
- (2) Once the notice has been accepted by the Chief Executive Officer their membership will be terminated on the expiry date of the notice.
- (3) The membership of any Member may be terminated if any of the following occurs:
 - (a) In the case of an individual upon the making of a Sequestration Order or the execution of the Deed of Assignment for the benefit of creditors against or by the individual; or
 - (b) In the case of any firm upon the dissolution or making of a Sequestration Order or the execution of a Deed of Assignment or Arrangement for the benefit of creditors against or by the Firm or any Member;
 - (c) In the case of a Company upon the notification in a Government Gazette of the winding up or liquidation of the Company
 - (i) the liquidator must provide, in writing, an undertaking to pay, to the Association, any outstanding monies, including membership fees. The outstanding monies will be accrued as from the date of the commencement of the liquidation; or



- (d) Should the Member be convicted of any indictable offence under the relevant legislation; or
- (e) If a Member has an outstanding amount from any monies relating to their membership subscription, fees or the like for a period greater than 3 months.
- (f) Any Member who, wilfully or negligently breaches any or all of the provisions of this Constitution or the Code of Ethics, or by their actions brings the Association into disrepute. Before the Member is expelled from the Association under this subclause the following procedure will be followed:
 - (i) The Member will be notified by the Association in writing of the allegations, the particulars of the allegations must be provided;
 - (ii) The Member must be given a reasonable opportunity to provide any response, in writing, to the allegations. The Member will provide a written response within 28 days from the receipt of the notification from the Association;
 - (iii) The response must be submitted and heard at the next General Meeting of the Council where the issue will be reviewed, discussed and determined;
 - (1) If further information is required or if the Member requests, the Member will appear before the Council and will be given an opportunity to address, with legal representation, the allegations. The Member will not be discriminated against if they choose to have legal representation or request to address the Council.
 - (iv) The Council will make their determination at the next General Meeting and a copy of the decision will be posted to the Member;
 - (v) Any expulsion from the Association will be determined by a Council in a General Meeting. The expulsion must be confirmed by two-thirds (2/3) of the Council present at the General Meeting;
 - (vi) The Member has the right to appeal the expulsion. The appeal must be in writing and within 28 days from receiving the notification of the Council's decision;
 - (vii) Any decision by the Council must be reasonable and in good faith.
- (4) Any Member, who is terminated from the Association, under this Clause, will cease to have any claims on or interests in the Association, its property, funds or assets.
- (5) The Council may waive any or all provisions of this Clause.
- (6) For the purpose of this Clause, disrepute shall mean when a Member has a criminal conviction or, by their words or actions, (including but not limited to):
 - (a) Contradicts the Code of Ethics of the Association;
 - (b) Wilfully disregards the relevant laws relating to electrical work and health and safety;



- (c) Wilfully disregards the relevant laws relating to the licensing of Electrical Contractors and the like;
- (d) Wilfully conducts themselves in an unethical manner to the community;
- (e) Wilful conduct of the like.

8. *COUNCIL AND MANAGEMENT:*

- (1) The Council will manage and have control of the Association.
- (2) The Council will consist of the President, the Immediate Past President, two (2) Vice-Presidents, Treasurer, and five (5) ordinary Councillors who are representatives of current Financial Members.
- (3) The Immediate Past President is a current Financial Member of the Association who was the person to last hold the Office of President.
- (4) The Council shall contain at least one (1) representative who qualifies as a Security Firm Class 2 as described in the *Security Providers Act 1993 (Qld)*. The Council aims to contain at least two (2) representatives from Regional Queensland. If one (1) representative is not elected from Regional Queensland then the Council will be made up of the Members elected by the Membership of the Association, in accordance with this Constitution.
- (5) The Council will be given seven (7) days notice of a Council Meeting, upon the giving of seven (7) days notice, the Council may meet together for the despatch of business, adjourn and otherwise regulate their Meetings as they determine. Resolutions arising at any Meeting shall be decided by a majority of votes. The chairperson shall only have a casting vote.
- (6) In the event of any vacancy occurring in the Council, such vacancy will be deemed a Casual Vacancy. The Casual Vacancy will be filled by ordinary election in accordance with Rule 10, if the unexpired part of the term of office is longer than the greater of 1 year or three-quarters (3/4) of the term of office. If a person fills a Casual Vacancy as a Councillor under this Rule, the person is taken to have been elected to the office.
- (7) Under this Rule, term of an office means the period for which the person last elected to the office by an ordinary election, other than by an ordinary election to fill a Casual Vacancy, may hold the office without being re-elected.
- (8) The President may at any time or by written request from three (3) Members of the Council summon a Special Meeting of the Council
- (9) A quorum for a Council Meeting shall be five (5) Councillors, one of whom shall be the President or Vice-President, due notice (of seven days) having been given to all Councillors.
- (10) The Council shall have authority, between General Meetings, for the interpretation of this Constitution; such interpretation shall be published in the Minutes of the Council Meeting and may be subject to confirmation at the next General Meeting.
- (11) Book of Proceedings - A Book of Proceedings of Agenda items, resolutions, directions and agreements of all Meetings shall be kept in the Office of the Association and shall be



confirmed at the following Meeting by two (2) Members who attended the Meeting due for confirmation and verified by the signature of the Chairman.

- (12) A Councillor may only be removed from office on the ground that the officer has ceased to be eligible to hold the office or has been found guilty under the rules of –
 - (a) misappropriation of the organisation's property or
 - (b) a substantial contravention of rules or
 - (c) gross misbehaviour or gross neglect of duty in the office.
- (13) A Councillor may only be removed from office if the provisions of Rule 8(17) to Rule 8(21) (inclusive) have been followed.
- (14) Councillors' remuneration will be a fixed sum of One Thousand Dollars (\$1,000) per annum paid in quarterly instalments from 1 July 2013. The remuneration fixed sum will increase upon the percentage basis that membership fees are increased from time to time. The remuneration will be deemed to accrue from day to day.
- (15) The Association must also pay or reimburse travelling and other expenses that a Councillor properly incurs in the course of performing the Association's business.
- (16) If a Councillor renders services to the Association in a professional or technical capacity, and the provision of those services has the prior written approval of the Council ensuring no conflict of interest upon the part of the Councillor rendering the services, the Association may pay to the Councillor for the services an amount which is:
 - (a) approved by a resolution of the Council;
 - (b) on reasonable commercial terms; and
 - (c) in addition to any remuneration or reimbursement the respective Councillor receives under sub-clause 8(14) and (15).
- (17) The Code of Conduct must include procedures for handling a complaint (made by a Councillor, the Chief Executive Officer or an employee of a Group Organisation who ordinarily reports directly to the Chief Executive Officer) that a Councillor has contravened the Code of Conduct
- (18) The Code of Conduct must include procedures for determining whether, on the balance of probabilities, a Councillor has engaged in conduct which warrants consideration being given to the Councillor being removed from office.
- (19) The following acts or omissions by a Councillor, without limitation, constitute a contravention of the Code of Conduct:
 - (a) misappropriation of the Association's property; or
 - (b) a substantial contravention of the Rules; or
 - (c) gross misbehavior or gross neglect of duty in the office.



- (20) If it is determined that a Councillor has engaged in misappropriation of the Association's property, a substantial contravention of the Rules, gross misbehaviour or gross neglect of duty in the office the Councillor may be removed from office under Rule 8(12).
- (21) Before a Councillor is removed from Office under Rule 8(12) the following procedure (which should be set out in the Code of Conduct) must be followed:
- (a) The Councillor will be notified by the Association in writing of the allegations and provided with sufficient particulars of the allegations to enable the Councillor to properly respond to the allegations
 - (b) The Councillor must be given not less than five (5) Business Days to respond in writing to the allegations
 - (c) If the complaint is investigated by the Council or a nominated sub-committee of the Council:
 - (i) The investigation must start with the presumption that the Councillor has not engaged in the conduct as alleged
 - (ii) Natural justice must be afforded to the Councillor
 - (iii) The investigation must be conducted fairly, promptly, impartially and without bias
 - (iv) A determination must be made on the balance of probabilities
 - (v) A determination must be made by majority
 - (vi) Once the Councillor has been notified of the determinations, the Councillor must be invited to provide written submissions within not less than five (5) days of the request to do so in response to the determinations
 - (vii) If the Council has determined (by majority) that in their opinion the Councillor has, on the balance of probabilities, engaged in misappropriation of the Association's property, a substantial contravention of the Rules, gross misbehaviour or gross neglect of duty in the office, the Council may impose such sanctions as they consider (by majority) appropriate
 - (viii) In considering the imposition of sanctions the Council must give consideration to the seriousness of the Councillor's conduct
 - (ix) The Council may, by way of sanction, give notice of intention to move a motion for the removal of the Councillor from his office as a Councillor of the Association and call a meeting of Councillors for consideration of such a motion
- (22) Code of Conduct for Councillors
- (a) Council Members will draft a Code of Conduct for Councillors to set out the principles, procedures and requirements that govern Council Members' performance of their duties as Councillors, conduct in their role as Councillors and conduct in their relationships with other Council Members, Members and the wider community.



- (b) The Code of Conduct must be consistent with these Rules and the *Industrial Relations Act 2016 (Qld)*.
 - (c) The Council may endorse the Code of Conduct at any General Meeting by a majority vote of the Councillors.
 - (d) A copy of the Code of Conduct once endorsed by Council will be made available to Members.
 - (e) The Code of Conduct will apply only to Council Members in their role as an officer of the Association.
 - (f) The Council must review the Code of Conduct at least once in every two (2) year period.
- (23) Amending the Code of Conduct
- (a) The Council may revise, repeal or amend the Code of Conduct at any General Meeting by a majority vote of the Councillors. The revised or amended Code of Conduct will override any previous version of the Code of Conduct.
 - (b) A copy of the revised or amended Code of Conduct will be made available to Members.
 - (c) If doubt arises about the correct interpretation of the Code of Conduct the Council may make a determination on the correct interpretation by a majority vote of the Councillors and that decision shall be final and conclusive. The Council's decision on interpretation must be consistent with these Rules and the *Industrial Relations Act 2016 (Qld)*.

9. DUTIES OF COUNCIL:

Without limiting the power of the Council their duties shall be as follows:

- (1) has the power to do all such things as may be deemed necessary or expedient to manage and control the affairs of the Association;
- (2) be responsible for and control the finances of the Association and have power to use and invest funds in any way that may be deemed to be in the interests of the Association;
- (3) cause to be kept proper books of accounts, Minutes of proceedings of all meetings of Members and of all the Council and a register of Members and to allow for the inspection of such books and Minutes by any financial Member of the Association during normal business hours;
- (4) have power to appoint sub-committees of Members to deal with matters referred to them by the Council;
- (5) have power to do all such other things as are incidental or conducive to the attainment of the objects of the Association or any of them except any liability to be incurred in borrowing, raising or securing payment(s) of any moneys required for the purpose of the Association;
- (6) Expenditure by way of a loan, grant or donation to any recipient of any amount exceeding, or in the aggregate exceeding, one thousand dollars (\$1000) is not to be made unless the

Council has satisfied itself that the making of such loan etc, is in accordance with these Rules, and in the case of a loan the proposed security is adequate and proposed repayment arrangements are satisfactory;



- (7) All moneys received by the Association shall be deposited in such banks and financial institutions as approved by Council;
- (8) For the purposes of accountability and efficiency in conducting the financial and commercial affairs the Council will complete record keeping systems showing full details of the financial and commercial operations of the Association;
- (9) The Council will ensure that appropriate signature, and/or electronic approval protocols are put into place when using such systems to allow secure, timely and efficient transaction, record generation, storage and retrieval.

10. *ELECTION OF OFFICERS:*

- (1) Non-financial Members and their representatives shall not be eligible for nomination or admission to the various Offices of the Association.
- (2) The Members of Council will serve a term of two (2) years in Office, which will commence at the completion of the Annual General Meeting to which they were elected.
- (3) The election of the Council will occur every two (2) years or at the Annual General Meeting of the election year.
- (4) No Member will be nominated for the position of President, Vice-President or Treasurer unless they have previously immediately served two (2) years on the Council.
- (5) Any reference to sections and Parts in this Rule 10 are deemed to be referring to the relevant sections and Parts of the model election rules contained in Schedule 2 of the *Industrial Relations Regulation 2018* or its successor.
- (6) In these rules—
 - (a) **Ballot box** means a ballot box kept under section 15 of the model election rules.
 - (b) **Candidate**, for an election, means a person—
 - (i) who has nominated as a candidate for the office the election is about; and
 - (ii) whose nomination has been accepted under section 6(3); and
 - (iii) whose nomination has not been withdrawn.
 - (c) **Eligible Member** means a person who was a financial member of the organisation 30 days before the starting time for nominations.
 - (d) **Higher Office** means—
 - (i) for the office of ordinary Councillor – the office of vice-president; or
 - (ii) for the office of vice-president--the office of president.



- (e) **Initialled** by the manager of an election includes being marked with a facsimile of the manager's initials.
 - (f) **Member** means a member of the organisation.
 - (g) **Return envelope** see section 14(1)(e) of the model election rules.
 - (h) **Roll**, for an election, means the roll of voters prepared for the election under section 10 of the model election rules.
 - (i) **Scrutineer** means—
 - (i) a candidate who acts personally as a scrutineer; or
 - (ii) a person appointed as a scrutineer for a candidate under section 21 of the model election rules.
 - (j) **Secretary** means—
 - (i) the person holding office as the organisation's secretary; or
 - (ii) another officer of the organisation, however described, who has the functions of the organisation's secretary.
 - (k) **Trustee** means the office of a person holding, whether as trustee or otherwise, property—
 - (i) of the organisation; or
 - (ii) that the organisation has a beneficial interest in.
 - (l) **Voter** means a person—
 - (i) who is an eligible member; and
 - (ii) whose name is on the roll under section 10 of the model election rules.
 - (m) **Voting Material** see section 14(1) of the model election rules.
- (7) **Manager of election--functions and powers**
- (a) The manager of an election—
 - (i) must not influence, or attempt to influence, the outcome of the election; and
 - (ii) must conduct the election under these rules; and
 - (iii) may take the action, and give the directions, the manager considers reasonably necessary to ensure that the processes under which the election is conducted are transparent; and
 - (iv) must ensure suitable arrangements are made with Australia Post for the return of ballot papers to a box or locked bag at a post office.



(b) The manager of an election other than an electoral officer may take the action, and give the directions, the manager considers reasonably necessary—

- (i) to ensure no irregularities happen in the election; or
- (ii) to remedy a procedural defect that appears to the manager to exist about the election.
- (iii) To ensure the integrity of an election, the address for return of ballot papers must not be the organisation's usual postal address.

(8) Closing day and time for nominations

- (a) The manager of the election must fix the opening day and closing day for nominations for office.
- (b) The closing day must be at least 28 days after notice is given under section 5 of the model election rules.
- (c) Nominations open at midday on the opening day and close at midday on the closing day.

(9) Starting and finishing days of ballot

- (a) If a ballot becomes necessary under section 8 of the model election rules, the manager of the election must fix the start and finish days for the ballot to decide the result of the election.
- (b) The start day must not be before the closing day for nominations for the offices to be filled at the election.

(10) Calling for nominations

- (a) The manager of the election must call for nominations for the offices to be filled by notice given to members in 1 of the following ways—
 - (i) by post to each member at the address recorded in the members register;
 - (ii) if the organisation publishes a journal or newsletter that it gives to its members free of charge, by advertisement in the journal or newsletter;
 - (iii) in a daily newspaper circulating in the area where the organisation's members live or work.
- (b) The notice must state—
 - (i) the opening day for nominations; and
 - (ii) the closing day for nominations; and
 - (iii) that nominations for office—
 - (1) open at midday on the opening day; and



- (2) close at midday on the closing day; and
 - (iv) who may nominate as a candidate in the election; and
 - (v) that nominations for office must be written, signed by the nominee and given to the manager before nominations close; and
 - (vi) the starting and finishing days for a ballot to decide the result of the election if a ballot becomes necessary under section 8 of the model election rules; and
 - (vii) that only a person who was a Financial Member 30 days before the opening time for nominations may vote in the election; and
 - (viii) that the ballot will be decided by a first-past-the-post system of voting.
- (11) **Nomination procedure**
- (a) A nomination for office must be written, signed by the nominee and given to the manager of the election before nominations close.
 - (b) A person may nominate for more than 1 office.
 - (c) The manager must accept a nomination if—
 - (i) it complies with subclause (a); and
 - (ii) the nominee is an eligible member.
 - (d) A candidate may withdraw the candidate's nomination by written notice given to the manager no later than 7 days after nominations close.
- (12) **What happens if a nomination is defective?**
- (a) The manager of the election must reject a nomination given to the manager of the election after nominations have closed.
 - (b) If a nomination for an office is defective, other than because the nominee is not qualified to hold the office or because the nomination was made after the closing time, the manager must—
 - (i) reject it; and
 - (ii) give the nominee notice of the defect; and
 - (iii) if practicable, give the nominee an opportunity to remedy the defect.
 - (c) If practicable, the notice must be given before nominations close.
 - (d) Failure to give the notice does not invalidate the election.
- (13) **When a ballot must be held**
- (a) If there are more candidates for election to an office than the number to be elected, the manager must conduct a secret postal ballot under Part 4.



(14) Election without ballot

- (a) The manager of the election must declare a candidate elected to an office if—
 - (i) nominations have closed; and
 - (ii) the candidate does not hold another office; and
 - (iii) the candidate has—
 - (1) not nominated for a higher office; or
 - (2) nominated for a higher office and is not elected to the higher office; and
 - (iv) if the election is for president or secretary--the candidate is the only candidate; or
 - (v) if the election is for another type of office--the number of candidates for the office is not more than the number of offices of the same type to be elected at the same time.

(15) Roll--preparation

- (a) A roll for a ballot must be prepared at the direction of the manager of the election.
- (b) The manager must ensure the roll states—
 - (i) states the name of each person who is an eligible member of the organisation in alphabetical order; and
 - (ii) states each eligible member's address, opposite their name; and
 - (iii) is completed when nominations for the election close.
- (c) The organisation must give the manager—
 - (i) a copy of its members register; and
 - (ii) access to the organisation's records reasonably necessary for the manager to ensure the roll is accurate.

(16) Roll--inspection

- (a) The manager of the election must make the roll for the election available for inspection—
 - (i) in the period that—
 - (1) starts on the day after the roll must be completed under section 10 of the model election rules; and
 - (2) ends 30 days after the result of the election is declared; and
 - (ii) at the manager's office when it is open for business.



- (b) A candidate, member or a person authorised by the manager may inspect the roll, free of charge.
- (c) If, during the period stated in subclause (a), a candidate or member asks for a copy of the roll or a stated part of the roll, the manager must give the person the copy, free of charge.

(17) When someone can claim a right to vote

- (a) Despite section 10(2), if an eligible member's name does not appear on the roll, the member may apply to the manager of the election to have the member's name included on the roll.
- (b) If the manager is satisfied the applicant is an eligible member, the manager must include the applicant's name on the roll.

(18) Ballot papers

- (a) A ballot paper for the election must—
 - (i) have a watermark or other distinctive pattern that prevents it from being reproduced other than by the manager or a person authorised by the manager; and
 - (ii) be of paper that will hide a vote marked on it from view when it is folded once; and
 - (iii) be a different colour from the colour used for ballot papers at the 2 previous elections held for the organisation; and
 - (iv) list the names of each candidate once only for each office the election is for, with the surname first, followed by the candidate's other names; and
 - (v) state how the voter may vote; and
 - (vi) state that the voter must fill in and sign the voting declaration or the vote will not be counted; and
 - (vii) state that the voter must return the ballot paper to the manager so it is received on or before the finish day of the ballot.
- (b) The order of names on the ballot paper must be decided by lot.
 - If 2 or more candidates have the same surname and first names, the candidates must be distinguished in an appropriate way.
- (c) *Example-- The occupation of each candidate may be added to the ballot paper.*

(19) Distributing voting material

- (a) The manager of the election must post the following things (the voting material) to each voter—
 - (i) a ballot paper initialled by the manager;



- (ii) an unsealed reply paid envelope (a return envelope) addressed to the manager;
- (iii) a ballot envelope and a voting declaration;
- (iv) other material the manager considers appropriate for the ballot including, for example, directions or notes to help the eligible member to comply with these rules and cast a valid vote.

(b) Voting material must be posted to each voter—

- (i) in a sealed envelope to the voter's address on the roll; and
- (ii) as soon as practicable, but no earlier than 2 days before the starting day of the ballot.

(c) The voting declaration must state 'I certify that I am the person whose name appears on this envelope and I have voted on the ballot paper enclosed'.

(d) If a voter gives the manager a notice that the voter will be at an address other than the address stated on the roll when voting material is to be given, the manager must post the material to the other address.

(e) Before posting voting material to a voter, the manager must mark a ballot number for each voter on—

- (i) the roll against the voter's name; and
- (ii) the declaration form.

(f) The manager must give each voter a different ballot number.

(g) The ballot numbers must start with a number chosen by the manager.

(h) A ballot paper or ballot envelope must not be marked in a way that could identify the voter.

(20) Manager must keep a ballot box

(a) The manager must get a ballot box and—

- (i) keep the box in a safe place; and
- (ii) seal the box in a way that—
 - (1) allows voting material to be put in it until the ballot finishes; and
 - (2) prevents voting material from being taken from it until votes for the ballot are to be counted.

(21) Duplicate voting material

(a) This section applies if voting material posted to a voter—

- (i) has not been received by the voter; or



- (ii) has been lost or destroyed; or
- (iii) if the document is a ballot paper--has been spoilt.

(b) The voter may apply to the manager of the election for a duplicate of the document

(c) The application must—

- (i) be received by the manager on or before the finish day of the ballot; and
- (ii) state the grounds on which it is made; and
- (iii) if practicable, be substantiated by evidence verifying or tending to verify the grounds; and
- (iv) state that the voter has not voted at the ballot; and
- (v) if the document is a spoilt ballot paper--be accompanied by the ballot paper.

(d) If the application complies with subclause (c), the manager must—

- (i) if the document is a spoilt ballot paper—
 - (1) mark 'spoilt' on the paper; and
 - (2) initial the paper beside that marking and keep the paper; and
 - (3) give a fresh ballot paper to the voter; or
- (ii) otherwise--give a duplicate of the document to the voter.

(22) How long ballot is open

(a) A ballot must remain open for—

- (i) at least 21 days; and
- (ii) no longer than 49 days.

(23) How to vote

(a) A voter may vote only by completing the following steps—

- (i) completing a ballot paper by—
 - (1) writing a tick or cross in the square opposite the name or names of the number of candidates the voter may vote for under section 19 of the model election rules; and
 - (2) complying with the instructions on the paper about how to vote;
- (ii) putting the ballot paper in a ballot envelope;
- (iii) sealing the ballot envelope;
- (iv) filling in and signing the voting declaration for the ballot paper;



- (v) putting the voting declaration and the ballot envelope in the return envelope;
- (vi) sealing the return envelope;
- (vii) complying with any direction given under section 14(1)(g) of the model election rules;
- (viii) returning the return envelope to the manager of the election so that the envelope is received on or before the finish day for the ballot.

(24) How many votes may be cast

- (a) A voter may vote for only the following number of candidates on a ballot paper—
 - (i) for an election for president or secretary--1 candidate;
 - (ii) for an election for another type of office--the number of candidates that is not more than the number of offices of the same type to be elected at the same time.

(25) How manager must deal with voting material

- (a) The manager of the election must put all voting material returned to the manager in the ballot box until voting has ended.
- (b) If, after the finishing day for the election, the manager receives a return envelope apparently containing a ballot paper for the election, the manager must—
 - (i) keep the envelope sealed; and
 - (ii) mark the envelope 'Received by the manager after the finishing day for the ballot'; and
 - (iii) keep the envelope in safe custody, but separately from return envelopes received before or on the finishing day.

(26) Scrutineers--appointment

- (a) A candidate may—
 - (i) act personally as a scrutineer; or
 - (ii) appoint another person (an appointee) as a scrutineer for the candidate.
- (b) An appointment must be in writing and signed by the candidate.
- (c) A candidate must notify the manager of the election of the name of the candidate's appointee as soon as possible after the appointee is appointed.
- (d) The manager may refuse to allow an appointee to act as a scrutineer if—
 - (i) the manager asks to inspect the appointment as a scrutineer; and
 - (ii) the appointee does not produce it.



(27) **Scrutineers' rights**

- (a) Subject to section 23 of the model election rules, a scrutineer may be present when—
- (i) ballot papers or other voting material for a ballot are prepared and given to voters; and
 - (ii) voting material is received and put in safe custody under section 20; and
 - (iii) votes are counted.

(28) **Scrutineers--numbers attending**

- (a) Each candidate may have only 1 scrutineer exercising a right under section 22 for each official present where the ballot is being conducted.
- (b) In this section (1)—

Official means—

- (i) if the ballot is being conducted by the electoral commission--an electoral officer; or
- (ii) if the ballot is not being conducted by the electoral commission—
 - (1) the manager of the election; or
 - (2) any other person appointed by the manager to exercise the manager's powers for the election.

(29) **Initial scrutiny of voting material**

- (a) As soon as possible after the ballot finishes, the manager of the ballot must—
- (i) seal the ballot box in a way that prevents voting material from being put in it; and
 - (ii) take the ballot box to the place where votes are to be counted.
- (b) The manager must then—
- (i) unseal the ballot box; and
 - (ii) take out the return envelopes; and
 - (iii) open each return envelope and take out the ballot envelope and the voting declaration; and
 - (iv) examine the declaration and mark off the voter's name on the roll; and
 - (v) check the ballot number on the declaration against the ballot number marked against the voter's name on the roll; and
 - (vi) ensure the declaration is signed.



- (c) After complying with subclause (b), the manager must put the ballot envelopes in a container and the declarations into another container if satisfied—
 - (i) each declaration is signed; and
 - (ii) the ballot number on each declaration corresponds with the ballot number marked beside the voter's name on the roll.
- (d) However, the manager must not put a ballot envelope or declaration in the containers mentioned in subclause (c) if—
 - (i) the manager reasonably believes the voter to whom it was sent did not sign the declaration; or
 - (ii) the person named on the declaration is not the person to whom it was sent.
- (e) Subclause (4d) does not apply if the manager is satisfied the person who filled in and signed the declaration—
 - (i) is a voter; and
 - (ii) has not previously voted in the ballot; and
 - (iii) has a reasonable explanation for using someone else's ballot material.
- (f) The manager must keep ballot envelopes and declarations excluded under subclause (d) separate from other ballot envelopes and declarations.
- (g) A declaration is valid only if—
 - (i) it complies with subclause (c)(i) and (ii); and
 - (ii) subclause (d) does not apply.
- (h) A valid declaration must be accepted as valid, and an invalid declaration must be rejected, by the manager.
- (i) If a declaration is accepted as valid by the manager the manager must—
 - (i) note the acceptance of validity on the declaration; and
 - (ii) record the correct ballot number on the roll against the name of the voter who signed the declaration.
- (j) After separating the ballot envelopes and declarations, the manager must, in the following order—
 - (i) seal the container holding declarations;
 - (ii) open the ballot envelopes not excluded under subsection (d) and take out the ballot papers;



(iii) if a ballot envelope contains more than 1 ballot paper for each office the election is for--mark each of the ballot papers from the envelope 'informal under section 25(2)(e)' of the model election rules;

(iv) put all of the ballot papers in the ballot box.

(30) Counting votes

(a) To count votes the manager of the election must—

- (i) admit the formal votes and reject the informal votes; and
- (ii) count the formal votes, and record the number for each candidate; and
- (iii) count the informal votes.

(b) A vote is informal only if—

- (i) the ballot paper is not initialled by the manager and the manager is not satisfied the paper is authentic; or
- (ii) the ballot paper is marked in a way that allows the voter to be identified; or
- (iii) the ballot paper is not marked in a way that makes it clear how the voter meant to vote; or
- (iv) the ballot paper does not comply with a direction given under section 14(1)(g) of the model election rules; or
- (v) the ballot paper was taken from a ballot envelope that contained another ballot paper for the office the election is for.

(31) Scrutineers' objections

(a) Before votes are counted, a scrutineer may advise the manager that the scrutineer considers an error has been made in conducting the ballot.

(b) When votes are counted, a scrutineer may—

- (i) object to a ballot paper being admitted as formal or rejected as informal by the manager of the election; or
- (ii) advise the manager of the election that the scrutineer considers an error has been made in conducting the ballot or counting votes.

(c) If a scrutineer advises the manager under subclause (a) or (b)(ii), the manager must—

- (i) decide whether the error has been made; and
- (ii) if appropriate--direct action to correct or mitigate the error.

(d) If a scrutineer objects under subclause (b)(i), the manager must—

- (i) decide whether the ballot paper is to be admitted or rejected; and

- (ii) note the decision on the ballot paper and initial the note.



(32) Direction by manager to leave count

- (a) The manager of the election may direct a person to leave the place where votes are being counted if the person—
 - (i) does not have the right to be present at the count; or
 - (ii) interrupts the count, other than to exercise a scrutineer's right.

(33) How result is decided

- (i) The method of deciding the result of a ballot is by a first-past-the-post system.
- (ii) If only 1 office of the same type is to be filled in an election, the candidate with the most formal votes is elected.
- (iii) If more than 1 office of the same type is to be filled, that number of candidates corresponding with the number of offices to be filled who have the most formal votes are elected.
- (iv) This section is subject to sections 29 and 30 of the model election rules.

(34) What happens if votes for 2 or more candidates are equal

- (a) If the manager cannot decide which candidate is elected to an office because the votes cast for 2 or more candidates are equal, the manager of the election must decide which candidate is elected by drawing lots.
- (b) A decision under subclause (a) must be made in the presence of any scrutineer who wishes to attend.

(35) What happens if multiple nominees elected

- (a) If a candidate is elected to an office, other than as a trustee, and the candidate is also elected to a higher office, the manager of the election may only declare the candidate elected to the higher office.

11. FINANCE:


- (1) Any financial member of the Association is permitted to inspect the books of account and membership records of the Association at any reasonable time.
- (2) MEAQ will present its audit report and relevant accounts for each of its financial years to a general meeting or Council meeting (a presentation meeting) within—
 - (a) 5 months after the end of the financial year that the report and accounts are about; or
 - (b) if the registrar has extended the time to hold the meeting, the extended time.


12. *MEMBERSHIP SUBSCRIPTIONS: LEVIES: CONTRIBUTIONS: FEES; SPECIAL FEES:*

- (1) Members shall pay an annual subscription to the Association. It will be calculated on the basis of the number of working principals, subcontractors, apprentices and other employees engaged in a calling for which the organisation is registered and within the Rules of the Association, as well as, in the case of Full Membership, the class of Full Membership. The annual subscription rate will be determined by the Council from time-to-time.
- (2) All annual subscription fees must be paid in advance. An invoice will be sent to each Member before its membership renewal date, which invoice is due and payable on or before the Member's renewal date. The Council may, at its discretion, allow for a member to pay its annual subscription by way of twelve (12) equal monthly payments per annum.
- (3) The Council may, at any time, recommend the imposition of such levy or contribution as they may deem advisable for the purpose of carrying on the work and objects of the Association. The Chief Executive Officer may be instructed to convene a Special General Meeting of Members to consider whether such a levy or contribution should be imposed, and, if so, the amount. If the Members determine that a levy should be imposed, the levy will become due and payable to the Association and shall be recoverable by the Council.
- (4) The Council may, at any time, recommend the imposition of a fee for special services provided to individual Members.
- (5) All subscriptions, as determined by Rule 12, shall be forwarded to the Association Office in Brisbane, which shall, for the purpose of financing the Branch, remit a portion, as determined by the Council, to the Branch Co-ordinator of each Branch quarterly, but not before the receipt of the Minutes of the Branch's quarterly meetings and financial statement with reconciliation.
- (6) Branches have the right to charge additional fees to their Members to finance Branch activities.
- (7) Any Member who has not paid any annual subscription, fee, levy or the like within three (3) months of becoming due for payment will receive written notification from the Chief Executive Officer of the amount overdue for payment. The Member's services will be terminated due to the non-payment. If the outstanding amount is not paid within a further month legal action may be taken to recover the amount. The Council may remove the Member's name from the Membership of the Association; however the Member will still remain liable to the Association.
- (8) If the Member pays all outstanding amounts owed to the Association the Council may readmit the Member to the Association. The Member will be readmitted as if they had remained a Member to the date of restoration or upon receipt of any lesser amount as the Council may determine.
- (9) Nothing in the Rules shall prevent the Association, by resolution of a Meeting of the Council, from suspending or waiving any or all of the outstanding dues of any Member when the circumstances warrant such action.
- (10) The Council is authorised, to bring or defend any action, prosecution or complaint in any Court against a Member who has any outstanding monies payable, in accordance with these Rules, or damages any property of the Association.



13. *MEETINGS:*

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- (1) The Annual General Meeting and/or Special General Meeting (General Meetings) shall be convened by circular (including email) or by notice in any of the Associations official publication with a minimum of 45 day's notice. All Members shall be summoned to attend. All Financial Members are eligible to vote either by being present at the Meeting or by proxy.
 - (2) The Council will determine when the Annual General Meeting is to be held. This meeting is to be held once a year during the period of 1 July to 30 November each year. The Annual General Meeting may be held in conjunction with the State Conference, at the same venue. If there is no State Conference then the Council will decide the venue for the Annual General Meeting.
 - (3) The Annual General Meeting will include the presentation of an income and expenditure statement for the preceding year. Upon receipt from the Association Auditors, a certified statement for that period shall be made available to all financial members.
 - (4) Notices of all motions to be put at any General Meeting must be forwarded, in writing, to the Association no later than 30 days prior to the meeting. All Members will be forwarded any notices and proxy forms no later than 21 days prior to the date of the meeting. Members may appoint another financial member to act as their proxy at the meeting.
 - (5) At the Annual General Meeting the Council will also report on the preceding year's transactions and activities and any other appropriate business, including any notices.
 - (6) A quorum for a General Meeting will be 10 financial Members excluding the Chairman.
 - (7) No business shall be transacted at any General Meeting unless a quorum of Members is present at the commencement of such Meeting.
 - (8) Only financial Members shall be entitled to vote at any Meeting, limited to one (1) vote per Member except that the Member represented by the Chairman shall not be entitled to vote. The Chairman shall have a casting vote if the Members present are equally divided on the matter under consideration.
 - (9) The Chairman shall decide all matters of procedure or order.
 - (a) If the decision of the Chairman is disputed by a two- thirds majority of the Members present and entitled to vote, then the will of the Meeting shall prevail.
 - (10) In the absence of both President and Vice-President from any Meetings, one (1) of the Members of the Council shall be Chairman, with full powers of the President with respect to that Meeting.
 - (11) The President shall preside at all Meetings of the Association. The President shall have all the powers and authority usually vested in a Chairman of any Meeting, except as provided in Rule 13(10). That is they shall keep order, direct the manner of debate upon all questions introduced and determine the order of introduction of questions.
 - (12) At any Meeting, unless a poll is demanded, the Chairman will declare a resolution has been carried and write an entry in the Book of Proceedings. This will be sufficient evidence of a pass or rejected resolution.

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- (13) If a poll be so demanded every Member present and entitled to vote shall have one (1) vote, except as provided in Rule 13(8), and all business shall be decided and passed by a two-thirds majority of the Members present and entitled to vote except as set out in Rule 13(8), and as the result of such poll be deemed to be the resolution of the Association.
 - (14) All Meetings shall be conducted by the Chairman under the Rules of Debate as per attached Index B as amended by the Council and approved by any General Meeting.
 - (15) At all General Meetings the Association may (at the discretion of the Council) meet the reasonable expenses of all Councillors and Divisional representatives.
 - (16) Resolutions of meetings, other than properly constituted General Meetings, shall not be binding on the Association. Resolutions of gatherings such as Division Meetings or Conferences shall take the form of recommendations to Council or General Meetings of the Association.
 - (17) Book of Proceedings - A Book of Proceedings of Agenda items, resolutions, directions, and agreements of all Meetings shall be kept in the Office of the Association and shall be confirmed at the following Meeting by two (2) Members who attended the Meeting due for confirmation and verified by the signature of the Chairman.

14. *SPECIAL MEETINGS:*

- (1) Special General Meetings of the Association shall be called by the Chief Executive Officer if instructed by the Council. On receipt of a written request from three (3) Members of the Council or 25 Members of the Association, stating the nature of the special business, the Council shall direct the Chief Executive Officer to call a Special General Meeting. A Special General Meeting shall deal with that special business only and the proceedings shall be minuted and confirmed at the next Council Meeting.

15. *BRANCHES*

- (1) The Council may establish Branches and determine how the Branches will be managed.

16. *PRESIDENTS:*

- (1) President.

A Member of the Association may be elected President of the Association in accordance with the Rules of the Association.

The President shall preside at all meetings at which he is present and shall be an ex-officio member of all Committees and have a deliberate as well as casting vote. Any candidate nominated must be a Financial Member of the Association.

The President will be the authorised officer to give notice to the Commission of the existence or likelihood of an industrial dispute in accordance with the Act.

- (2) Senior Vice-President.

The Senior Vice-President shall, in the absence of the President, possess and exercise all the rights, privileges and powers of the President. The Senior Vice-President, when not occupying or carrying out the duties of the President shall only have the ordinary rights of membership.

(3) Junior Vice-President

The Junior Vice-President shall, in the absence of the President and the Senior Vice-President, possess and exercise all the rights, privileges and powers of the President. The Junior Vice-President, when not occupying or carrying out the duties of the President, will only have the ordinary rights of membership.



(4) Immediate Past President

The Immediate Past President is a Councillor and holds the duties and responsibilities of a Councillor in accordance with this Constitution.

If the immediate Past President wishes to resign from their position or is no longer capable of carrying out their duties on the Council they will be replaced by the position of a Councillor. This alternation to the Council will continue until the position of the Immediate Past President can be satisfied.

17. *CHIEF EXECUTIVE OFFICER:*

- (1) The Chief Executive Officer of the Association shall be appointed by the Council. The terms and conditions of the Chief Executive Officers appointment will be determined by Council.
- (2) The Chief Executive Officer will act under the general direction of the President or in their absence, of the Vice-President. The Chief Executive Officer shall be the Registered Officer of the Association for all purposes within the scope of the Association, except where contrary to the relevant law, for which a registered Officer may be required.
- (3) The Chief Executive Officer (or accredited Deputy) will
 - (a) take Minutes of all the Meetings of the Association;
 - (b) receive all moneys due to the Association and shall deposit the same in such Banks or other financial institutions as the Council may direct;
 - (c) receive and conduct all correspondence on behalf of the Association;
 - (d) call and attend all General and Council Meetings of the Association as directed;
 - (e) have the custody of all Rules, papers, books and other documents belonging to the Association;
 - (f) keep the accounts of the Association; and
 - (g) attend to the general interests of the Association.

The Chief Executive Officer shall deliver up all documents, in possession, belonging to the Association when called upon to do so by the President.

- (4) The Chief Executive Officer shall provide each Member of the Council, at least seven (7) days prior to the date of every Council Meeting, with a notice to attend such Meeting together with a statement of the business to be transacted and a copy of the Minutes of the previous Council Meeting.
- (5) The Chief Executive Officer shall issue a summons to attend to each Member of the Association not less than 45 days prior to the date of each General Meeting, Annual General Meeting or Special General Meeting.

18. *TREASURER:*

- (1) The Treasurer shall be satisfied of the correctness of the Chief Executive Officer's record of all monies received being the property of the Association and its disbursements and when required produce same to the Council. The Treasurer shall present to the Annual General Meeting a statement of accounts duly audited.



19. *AUDITORS:*

- (1) The Council shall at its first meeting after election, appoint a public accountant as Auditor whose duty it shall be to examine the books and vouchers for all receipts and expenditure of the Association and who shall certify to the correctness of the Treasurer's Annual Statement of Accounts and the Auditor shall be paid such sums as the Council may decide upon.

The Auditor shall provide a report to the Council for the relevant financial period as specified in these Rules and in accordance with the *Industrial Relations Act 2016 (Qld)*.

20. *UNANIMITY AMONGST MEMBERS:*

- (1) If any Member is aggrieved in business by the action(s) of another Member they may inform the Council, in writing, and seek a determination. If the Member is dissatisfied with the decision of the Council, the matter shall be referred to a General Meeting. The Council will appoint a Committee of three (3) of its Members to deliberate the matter after hearing both sides. The decision of the Council is to be accepted by both sides as final.

21. *REPRESENTATION ON OUTSIDE BODIES:*

- (1) Any Member appointed by the Council or the Association to attend on their behalf any Meeting of an outside body or combination of bodies shall represent the Association at the Meeting. If the Member cannot attend they may request a proxy or alternate Member to attend in their place.
- (2) Should such Meeting remain unattended, the Member or proxy or alternate Member, must notify the Council at their first Meeting following the non-attendance.

22. *PUBLICATIONS:*

- (1) The official publication of the Association shall be the property of the Association and shall be published as directed by Council.

23. *SEAL AND EXECUTION OF DOCUMENTS:*

- (1) The Common Seal of the Association shall be in the custody of the Council of the Association. The Seal may only be affixed to an instrument: -
 - (a) By resolution of the Council, or
 - (b) By two Members of the Council under a specific or general authority delegated by the Council provided if it is entered on a register of documents under Seal,

And tabled at the next Council meeting.

- (c) Any documents that are to be filed in the Commission or Registry are to be signed by the President and/or Vice-President when the legislation requires such documents to be signed by either 1 or 2 elected officers.



24. *INDEMNITY:*

- (1) The Association shall indemnify every Member of the Council and every Member of any other Committee and other officer against all costs, losses, damages or expenses in respect of any covenant, contract or agreement entered into or act or thing done in discharge their duties or in or about carrying into effect any object or purpose of the Association. This is in respect of any action, suit, proceeding or other matters connected with the Association or the Council shall make such payments as necessary for the purpose of giving effect to such indemnity.
- (2) No officer, Member of Council or Committee or other officer of the Association shall be answerable or responsible for any act, receipt, omission, neglect or default of any other person notwithstanding any receipt or other document signed or act done for the sake of conformity or for any loss or damage whatsoever suffered by the Association unless the same shall happen through that person's own dishonesty.

25. *ALTERATION OF THE CONSTITUTION:*

The Constitution of the Association may be altered only in the following manner:

- (1) Notice of the proposed amendments shall be given in writing and will specifically state that it is a notice of proposal to alter the Constitution (either by amending or replacing an existing provision, or by adding a new provision.)
- (2) Provided that the notice is given it shall be competent for the amendment of the Constitution to be considered and dealt with at any Special General Meeting, General Meeting or Annual General Meeting.
- (3) The amendment will be deemed to be accepted by the Members when passed by the votes of two-thirds (2/3) of the majority of eligible Members present at the Meeting or by proxy.
- (4) The amendment of the Rules, upon registration, will be advised to all Members in writing by the Chief Executive Officer.
- (5) The alternatives must comply with the Act or other relevant legislation and will not take effect until approved by the Registrar in accordance with the provisions of the Act.
- (6) Where Council determines that amendments are required to the Rules so as to:
 - (a) provide clarity;
 - (b) remove anomalies;
 - (c) improve grammar;
 - (d) remove any illegalities;
 - (e) utilise Rule numbers the provisions of which have been deleted by previous rule changes; or
 - (f) reflect the amendments required consequential to renumbering of rules;

then the rules may be amended by a resolution of the Council.

26. *NOTICES:*

- (1) A notice may be given by the Association to any Member either:
 - (a) personally;
 - (b) by post to the address supplied by the Member;
 - (c) by email or fax; or
 - (d) by way of newsletter or magazine



Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the letter containing the notice and to have been effected at the time of which the letter would be delivered in the ordinary course of post.

27. *NOTICES OF MOTION:*

Notices of Motion shall be submitted in the following manner:

- (1) All Notices of Motion for consideration must be submitted in writing to the Chief Executive Officer at least thirty (30) days prior to the meeting so that the information can be communicated to any applicable Officers and Members. Such communication shall be accompanied by a form of proxy which will enable a financial Member to appoint another financial Member to act as proxy at the meeting.
- (2) A motion to rescind a resolution carried at a previous meeting must be submitted in writing at least thirty (30) days prior to the date of the meeting at which it is proposed to move for such rescission.
- (3) Notice(s) of Motion shall be circulated to all financial Members at least twenty-one (21) days prior to the date of the meeting at which it is to be put to the vote.

28. *DISSOLUTION OF THE ASSOCIATION:*

- (1) The Association may be dissolved when a Member at a General Meeting, gives notice in writing of their intention to move a resolution to the effect that the Association be dissolved and the funds be distributed in a manner determined by the Council. The member shall deposit at the same time with the Chief Executive Officer a written copy of the resolution.
- (2) This resolution must appear on the business paper of the next regular General Meeting and if supported by the votes of two-thirds (2/3) of the financial Members present, or by proxy and eligible to vote, it shall be referred to the regular General Meeting next ensuing the resolution also receives the voted support at that Meeting. Once the Association is dissolved, any funds will be distributed as indicated in this Rule and the dissolution will be published in the daily Queensland Newspapers.
- (3) Prior to any dissolution or distribution of funds, it shall be imperative, as far as there are funds available, to make provision for satisfying all and every legitimate claim against the Association and that the past Trustees be released from all claims for which they may be held legally responsible by virtue of their Office in accordance with Rule 24.
- (4) If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any assets whatsoever, the same shall not be paid or distributed among the Members of the Association but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property amongst its or their Members, to an extent at least as great as is imposed on the Association under or by

virtue of this and the first mentioned clause above, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some charitable object.



- (5) Notice of dissolution shall be given to the Industrial Registrar within fourteen (14) days signed by the Chief Executive Officer.

29. *ASSOCIATION EMBLEM:*

- (1) The Association's emblem may be used by the financial Members on their stationery, publications and advertisements. It shall be made available to Members in any form approved by the Council for use to signify their membership and for no other purpose.
- (2) In the event of membership ceasing for any reason whatsoever, all printing blocks, stamps, and other forms of the emblem will immediately be returned to the Association. Emblems printed on any stationery shall be obliterated or over stamped.
- (3) Where any person, not being a Member, makes or causes to be made reproduction of, or use of, the Association's membership emblem, without the express written authority of the Association, the Chief Executive Officer shall take steps as may be taken by law to prevent such unauthorised or improper reproduction or use.

30. *DATE OF EFFECT*

- (1) This Constitution will become effective as from the date it is registered with the Industrial Registrar of Queensland. Upon that date all documents previously published as the Rules or Constitution of the Master Electricians Association, Queensland Industrial Organisation of Employers shall be deemed to have been superseded and will not have any further relevance or effect on the affairs of the Association as a registered Union of Employers.