NZ Dairy Workers Union
DWU
Te Runanga Waiū

CONSTITUTION 2025

Constitution Amended by Annual General Meeting, June 2025

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PART I – GENERAL

This Constitution sets out the rules of the Union for governance purposes and for compliance with the Incorporated Societies Act 2022.

1. NAME

The name of the Union shall be "NEW ZEALAND DAIRY WORKERS UNION – TE RUNANGA WAIŪ INCORPORATED".

2. INTERPRETATION

2.1 In these Rules, unless the context otherwise requires:

"Acts"	means the Incorporated Societies Act 2022 ("ISA 2022") and/or the Employment Relations Act 2000 ("ERA 2000") and includes any amendments to the Acts.
"Constitution"	means the Constitution of the Union and includes any amendment to them.
"Financial Year"	means the year running from 1 April to 31 March.
"Member"	means a person duly and properly admitted to the Union whose membership has not ceased by virtue of rule 10.
"Month"	means calendar month.
"National Officers"	means the National President, National Vice President, and National Secretary provided for in rule 12.
"Officers"	means all voting members of the National Executive provided for in rule 12.
"Officials"	means the Officers, National Officers, and any other elected representatives, or the Organisers of the Union, or part thereof.
"Registrars"	means the Registrar of Incorporated Societies under the ISA 2022 and/or the registrar of Unions as defined in the ERA 2000.
"the Union"	means The New Zealand Dairy Workers Union – Te Runanga Waiū Incorporated.
"10 or more members"	shall be determined by dividing the number of individual payments by the membership received from each site by either 26 or 52 depending on the payment cycle i.e. weekly or fortnightly to arrive at a full-time equivalent membership for that site for the financial year finishing on 31 March.

2.2 The definition of "financial member" required in the Constitution by the Acts, is hereby stated to be the same as the meaning of "member" given above.

3. REGISTRATION

3.1 The Union shall be registered under the Acts.

3.2 Registration means that all persons who are members of the Union are bound by the Constitution of the Union.
3.3 The Union's contact for the Registrar of Incorporated Societies is to be appointed by the National Secretary.

4. PURPOSES OF THE UNION

The purposes of the Union shall be:
4.1 To maintain and enhance the Union's standing as the relevant union in the Aotearoa New Zealand dairy industry (including but not limited to non-bovine milk, milk alternatives, pharmaceutical products, and precision fermentation processes and products), manufacturing, transport, logistics/distribution, testing, and related roles.
4.2 To secure and preserve jobs.
4.3 To secure fair wages and just conditions of work for members.
4.4 To assist in the development of co-operation between workers in the industry throughout Aotearoa New Zealand.
4.5 To promote the interests of members, workers, and potential workers in relation to their conditions of employment, standard of living, quality of life, and economic, social family, community, and cultural interests.
4.6 To co-operate with, affiliate with, and actively support other workers or workers organisations, both within Aotearoa New Zealand and internationally, whose aims and objects are consistent with the interests of members.
4.7 To establish and operate educational and welfare funds.
4.8 To do anything lawful that it may consider necessary or desirable to benefit from registration under the Acts or to attain the Union's objectives.
4.9 To exercise all of the powers of a union under the Acts.
4.10 To exercise all of the powers of a natural person, except where such exercise would be incompatible with registration.

5. REGISTERED OFFICE

5.1 The Registered Office of the Union shall be at 34 Harwood Street, Hamilton, or such other place as may be selected from time to time by the AGM.
5.2 Any change in the location of the Registered Office or in the postal address of the Union shall be notified forthwith to the Registrars and the members.

PART II – MEMBERSHIP & SUBSCRIPTIONS

6. MEMBERSHIP ELIGIBILITY

6.1 The Union shall comprise persons employed in or about or in connection with a dairy factory (registered or not registered with the Ministry for Primary Industries (MPI) or appropriate regulatory authority) or related trades.

6.2 Any person employed or engaged to be employed in or about or in connection with the manufacture and sale of ice cream or related trades.

6.3 Any person employed or engaged to be employed in or about or in connection with non-bovine milk, milk alternatives, pharmaceutical products, precision fermentation processes and products, manufacturing, transport, logistics/distribution, testing, and related roles.

6.4 Any other person or group of persons that the National Executive considers appropriate. Except that no group in excess of 20% of the Unions' membership at the time, shall be admitted without the consent of a membership ballot.

6.5 The Officers, National Officers, and/or staff of the Union may be members of the Union by virtue of their office, and if not employees of the industry, shall pay the same contributions to the Union as other members.

7. ADMISSION TO MEMBERSHIP & MEMBERSHIP ACKNOWLEDGEMENT

7.1 Any person eligible for membership shall become a member of the Union from the time of:

(a) The Union's authorised National Account (as notified by the National Secretary) receiving from that person the appropriate subscription, and entrance fee if any; or

(b) Receipt of the first regular subscription deduction into the Union's authorised National Account (as notified by the National Secretary), from an employer where a person has authorised the employer to make such deductions from their wages. (In this case, any entrance fee must be paid in full within one (1) month of the first subscription deduction being made.)

7.2 Provisional membership subject to rules 7.1 and 7.6 shall apply from the time a person completes the appropriate application form. Notwithstanding the above, only a financial member can stand for any Union representative committee position (except for on-site committee positions).

7.3 A membership application under either rules 7.1 (a) or (b) above, shall state, among other things, the member's full name, private address, and workplace. Once signed by the applicant, the applicant consents to becoming a member of the Union.

7.4 A member shall ensure that the Union is advised promptly of any change of residential address.

7.5 Each member shall be issued with a membership card approved by the National Executive.

7.6 The Officers of the Union shall have the power to refuse the membership of any person they consider inappropriate.

7.7 Any person who resigns from the Union or becomes an unfinancial member and continues working in the industry may be subject to an entrance fee to subsequently rejoin or become a financial member at the discretion of the Officers. The amount of any such entrance fee shall also be decided by the Officers of the Union.

7.8 Each member of the Union acknowledges that by payment of subscriptions to the Union:

(a) They authorise and appoint the Union to act as their sole and exclusive agent in all matters, disputes, or issues relating to or connected with their employment or prospective employment including, but not limited to, the negotiation, settlement, execution, and enforcement of any individual or collective employment agreements, or part thereof relating to their employment;

(b) They shall be bound without qualification by all or any of the terms of any individual or collective employment agreement or agreements which cover or concern their employment and are negotiated by the Union and are duly ratified;

(c) They will be bound by and shall comply with any procedure for the ratification of any settlement of negotiations relating to the terms and conditions of their employment to which the Union may agree pursuant to the ERA 2000.

(d) Any member may revoke in part or in full the authority conferred by this rule by notice in writing to a Regional Office of the Union giving no less than fourteen (14) days' notice of revocation. Such revocation of authority to act does not constitute resignation from the Union;

(e) If the member engages an alternative representative on any issues related to their employment, then this will be treated by the Union as a partial revocation of its authority and the Union will not be liable to provide representation on this issue related to their employment or any service related to it. This occurs immediately and does not require fourteen (14) days' notice.

(f) A member who has revoked the authority conferred by this rule pursuant to rule 7.7(d), who wishes to reinstate that authority shall make written application to the National Secretary for approval for that authority to be subsequently reinstated.

8. SUBSCRIPTIONS, ENTRANCE FEES, & LEVIES

8.1 The Annual Subscription shall be decided from time to time by a majority vote in a ballot by the voting delegates of the AGM and may vary for different classes of member in accordance with rule 34.

8.2 On the recommendation of the National Executive, the AGM may impose a levy on members, or certain members, for a specified purpose. Such levy shall not exceed 10% of each members Annual Subscription.

9. REGISTER OF MEMBERS

9.1 The Union shall keep a register of members. The Union must update its register of members as soon as practicable after becoming aware of changes to the information recorded on the register. The register of membership must contain:

(a) The member's full name;
(b) The address of the member's workplace;
(c) The member's occupation;
(d) The last known contact details of the member;
(e) The employment agreement applicable to the member (if any);
(f) The date on which the person became a member of the Union;
(g) The date on which the person ceases to be a member of the Union;
(h) The name of each person who has ceased to be a member of the Union within the previous seven (7) years.

9.2 The Union shall keep an up-to-date register of the Officials and Auditors of the Union, including:

(a) The full name and address of all Officers;
(b) The occupation of all Officers;
(c) The Auditors' business name and address.

10. CESSATION OF MEMBERSHIP

10.1 **Cessation of Employment**

Should a member cease to be employed in any occupation covered by rule 6 (Membership Eligibility), their membership of the Union shall terminate fourteen (14) days afterwards. The member shall remain liable for any outstanding fees, subscriptions, fines, and levies payable by them.

a) In the case of a member who ceases their Union membership in terms of rule 10.1, and for whom the Union agrees to provide legal representation on a legal claim, Union membership will be continued under a written engagement agreement until such time as the Union or the member discontinues the engagement agreement by way of written notification. The express reason for this arrangement is so Union members may have the benefit of the Union's legal support after the

cessation of employment within the meaning of rule 10.1. Such members may be required to continue to pay Union fees or subscriptions as agreed in the written engagement agreement.

10.2 **Resignation**

(a) Any member wishing to resign must give the Union fourteen (14) days' notice in writing together with the reason for resignation.

(b) A resignation shall not be effective, except by leave of the National Executive, until the member has paid all fees, subscriptions, fines, and levies payable by the member under the Constitution.

10.3 **Arrears of Payment**

Any person who is more than three (3) months in arrears with their subscription or has all or any part of a fine or levy outstanding three (3) months after payment is due, shall automatically cease to be a member of the Union and shall be removed from the Register of Members by the National Secretary. A member shall not be in arrears if the National Executive has agreed to suspend or waive payments (for example, rule 11. 2 herein).

10.4 **Expulsion**

A member may be expelled from the Union in accordance with Part V of the Constitution (Discipline & Dispute Resolution Procedure). Such person shall not be re-admitted to membership except by resolution of the AGM.

10.5 **Liabilities and Refunds**

(a) Cessation of membership shall not exempt a person from liability for any act or omission while a member.

(b) If at the date of a members' termination of membership, their subscription is paid at least two (2) months in advance, they shall be entitled to a proportionate refund, provided they make a written request by the date of termination.

11. HONORARY UNION LIFE MEMBERSHIP

11.1 The National Executive may confer Honorary Union Life Membership upon any person whose services to the Union it considers outstanding, who has retired from the Dairy Industry, and who has been a member of the Union for at least 25 years.

11.2 An Honorary Union Life Member shall have all the rights of a financial member but shall be exempt from the payment of subscriptions and levies.

11.3 An application for an Honorary Union Life Member must be supported by a Site Delegates Committee. The application must then be submitted to the National Secretary at least two (2) weeks prior to the April National Executive meeting.

11.4 All applications received by the National Executive prior to its April meeting will then be reviewed by an Honorary Union Life Member Review Committee established by the National Executive.

11.5 The composition of the Honorary Union Life Member Review Committee will be the National Officers of the Union plus at least four (4) other National Executive members elected by and from the National Executive.

11.6 The Honorary Union Life Member Review Committee will review the application and seek further information as to the merits of the application as they see fit.

11.7 The Honorary Union Life Member Review Committee will then make a recommendation to the National Executive as to whether the Honorary Union Life Membership should be awarded to the applicant.

11.8 The National Executive can either accept or reject the recommendation of the Honorary Union Life Member Review Committee and make a final decision on whether Honorary Union Life Membership should be awarded to the applicant. Following this decision, the applicant will be informed of the outcome of their application.

11.9 Any member receiving Honorary Union Life Membership shall then be invited to the next AGM to attend a presentation of the Life Membership.

PART III – MANAGEMENT STRUCTURE

12. OFFICERS & NATIONAL OFFICERS

12.1 The Officers of the Union shall be all voting members of the National Executive pursuant to rule 14.

12.2 The National Officers of the Union shall be:

(a) The National President;

(b) The National Vice President; and

(c) The National Secretary.

12.2 The duties and powers of the National Officers are described in Schedule I.

12.3 The National President and National Vice President shall be elected for four-year terms in the manner provided for in Schedule II.

12.4 The National Secretary shall be appointed/dismissed by the National Executive.

13. ANNUAL GENERAL MEETING (AGM), BIENNIAL NATIONAL CONFERENCE, & SPECIAL GENERAL MEETING (SGM)

13.1 **Powers**

(a) There shall be an Annual General Meeting (AGM) of the Union which shall be the ruling body of the Union.

(b) The AGM shall have the widest powers to do all things that it considers necessary in pursuing the Purposes of the Union.

(c) Without derogating from the generality of its powers, the AGM shall have the following powers:

- (i) To acquire, control and dispose of real or the personal property of the Union;
- (ii) To invest or borrow funds;
- (iii) To employ the funds and assets of the Union in any lawful manner consistent with the Purposes of the Union;
- (iv) To amend the Constitution and Policies of the Union;
- (v) To take disciplinary action against Union members;
- (vi) To pay any person transacting business on behalf of the Union, such remuneration as may be decided, from time to time, by the AGM; and
- (vii) Approve the proposed Budget for the current financial year and receive the audited financial reports for the previous financial year.

13.2 **Voting Delegate Attendance at the AGM**

In accordance with section 84(4) of the ISA 2022, the voting Delegates to the AGM shall consist of:

(a) The National President.

(b) The National Vice President.

(c) The National Secretary.

(d) The Site Delegate from each workplace where the Union has a membership of 10 or more members.

(e) Additional Delegates from the sites where the Union has less than 10 members, determined in accordance with the following subclause:

(f) For the purpose of ensuring maximum but also efficient representation at the AGM from those sites where the Union has less than 10 members, the National Executive shall, either group such sites wherever it is geographically possible to enable one (1) delegate to represent a group of sites or attach them to a larger nearby site in order for them to be represented by the delegate of a larger site.

Note: Such aggregated sites of less than 10 members shall be represented at the AGM by an elected Site Delegate (where there is an elected Site Delegate).

(g) One representative of the Union's Honorary Life Members. The Life Members' Representative shall be entitled to attend with the number of votes that is commensurate with the number of Honorary Life Members alive as at the AGM.

(h) One member of the Union's paid staff who are members of the Union. The Union Staff Representative shall be entitled to attend with the number of votes that is commensurate with the number of Union Staff who are members of the Union as at the AGM.

(i) The Convenor of the Runanga. The Convenor shall be entitled to attend with the number of votes that is commensurate with the number of Runanga members, being eight (8) members. All members of the Runanga shall be entitled to attend and speak at the AGM.

(j) The Convenor of the Women's Committee. The Convenor shall be entitled to attend with the number of votes that is commensurate with the number of Women's Committee members, being eight (8) members. All members of the Women's Committee shall be entitled to attend and speak at the AGM.

(k) The Convenor of the Youth Committee. The Convenor shall be entitled to attend with the number of votes that is commensurate with the number of Youth Committee members, being eight (8) members. All members of the Youth Committee shall be entitled to attend and speak at the AGM.

(l) The Convenor of the Pasefika & Ethnic Minorities Komiti. The Convenor shall be entitled to attend with the number of votes that is commensurate with the number of Pasefika & Ethnic Minorities Komiti members, being eight (8) members. All members of the Pasefika & Ethnic Minorities Komiti shall be entitled to attend and speak at the AGM.

(m) Organisers shall be entitled to attend and speak at the AGM without individual vote.

13.3 **Substitutes for AGM Delegates**

If for sickness or any other good cause, a voting AGM Delegate is unable to attend the AGM, the respective Site Delegates Committee may elect a substitute for the AGM.

13.4 **AGM & Biennial National Conference**

(a) The AGM must be held in each calendar year within six (6) months of the Balance Date of the Union (being 31 March each year), and not later than 15 months after the previous AGM.

(b) Every two (2) years (biennially), the AGM shall be held in conjunction with the National Conference and be held in person at such place and time as the National Executive decides appropriate.

(c) In the alternate year when the Biennial National Conference is not held, the AGM will be held by appropriate online and/or electronic methods.

(d) The National Secretary shall give eligible voting Delegates to the AGM and National Conference at least four (4) weeks' notice of the upcoming AGM and National Conference by way of email. The notice must specify the business to be transacted, including any remits for changes to the Constitution and/or the Policy, and the information prescribed in rule 13.6 ('Information to be presented at the AGM').

(e) The National Secretary shall provide eligible voting AGM delegates with a copy of the audited financial statements of the Union for that period no later than two (2) weeks prior to the AGM.

(f) Voting rights at the AGM will be held by eligible voting AGM Delegates based on the number of members at their sites, less any votes held by National Officers or Union Representative Committee Members attending the AGM.

(g) The quorum for the AGM shall be 75% of eligible voting Delegates. When the AGM is held in conjunction with the Biennial National Conference, voting will take place in person in accordance with the Union's Schedule III Standing Orders. In the alternate years, when the AGM is held by appropriate online and/or electronic methods, voting will take place via electronic methods in accordance with the Union's Schedule III Standing Orders.

(h) Any proposed remits and/or amendments to the Constitution and/or Policy shall only be considered every two (2) years at the AGM held in conjunction with the Biennial National Conference.

(i) The National Secretary shall advise eligible voting AGM delegates of any proposed remits and/or amendments to the Constitution and/or Policies no later than four (4) weeks prior to the AGM. All proposed remits and/or amendments to the Constitution and/or Policies will also include information for eligible voting AGM delegates on whether the National Executive supports, opposes, or is neutral on the proposed remit.

(j) Daily minutes are to be recorded at all AGM, Biennial National Conference, and SGM meetings. All minutes are to be read, confirmed, and signed in accordance with the Standing Orders prescribed in Schedule III of the Constitution.

13.5 **Special General Meetings**

(a) The National Executive may call an online Special General Meeting ("SGM") if necessary at such time and place as it decides.

(b) 40% of Delegates eligible to attend an online SGM may call an online SGM by written request to the National Secretary or National President, stating the reason for the SGM. On receipt of same, the National Secretary shall convene an online SGM within 30 calendar days.

(c) The membership of the online SGM shall be the same as that prescribed in rule 13.2 for the AGM. The voting rights of the online SGM shall be the same as that prescribed for the AGM at rule 13.4(e), and the quorum for the online SGM shall be the same as that prescribed for the AGM at rule 13.4(f).

(d) The powers of the online SGM shall be the same as that prescribed for the AGM at rules 13.1(b) and 13.1(c), with the exception that the online SGM shall not have the right to approve an Annual Budget for the current financial year.

(e) The National Secretary shall give Delegates of the online SGM at least two (2) weeks' notice of any online SGM by way of email. Such email notice shall specify the business to be transacted at the online SGM.

13.6 **Information to be presented at the AGM**

The National Executive must at each AGM present the following information:

(a) An annual report on the operations and affairs of the Union during the most recently completed financial period.

(b) The audited financial statements of the Union for that period.

(c) Notice of the disclosures, or types of disclosures, made under section 63 of the ISA 2022 (disclosure of interests) during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

(d) Proposed budget for the current financial year (for AGM endorsement).

13.7 **Right of access to financial statements and minutes of meeting**

(a) A member may, at any time, make a written request to the Union for the minutes of the most recent meeting (whether it is an AGM or SGM).

(b) A member may, at any time, make a written request to the Union for the financial statements of the Union that were presented at the most recent AGM of the Union.

(c) In the case of member requests described in rules 13.7(a) and 13.7(b), the Union must, within a reasonable period after receiving the request, and without charge, provide the requested information to the member.

14. NATIONAL EXECUTIVE

14.1 **Powers**

Subject to the policy, directions, and any rule that specifically reserves functions or powers to the AGM, the National Executive is the Governing Body of the Union. The National Executive shall:

(a) Manage and control the affairs, business, and finances of the Union at all times when the AGM is not in session.

(b) It shall also refer matters of interest or concern to site or regional meetings for consideration.

14.2 **Membership**

The National Executive shall consist of-

(a) The National President;

(b) The National Vice President;

(c) The National Secretary;

(d) Two regional representatives per region, elected at, and by all voting delegates attending the AGM. For the purpose of this election, the voting delegates shall be divided into the following four regions:
(i) South Island;
(ii) Central North Island, being that area in the North Island south of Taupo;
(iii) Waikato/BOP, being that area in the North Island north of Taupo/but south of the Bombay Hills;
(iv) Northern, being that area in the North Island north of the Bombay Hills.

(e) The Convenor of the Women's Committee and the Convenor of the Runanga and the Convenor of the Youth Committee and the Convenor of the Pasefika & Ethnic Minorities Komiti.

(f) One North Island non-Fonterra representative elected at, and by all voting non-Fonterra North Island delegates attending the AGM, from among AGM voting delegates who are employed by a non-Fonterra employer in the North Island.

(g) One South Island non-Fonterra representative elected at, and by all voting non-Fonterra South Island delegates attending the AGM, from among AGM voting delegates who are employed by a non-Fonterra employer in the South Island. For the purposes of the elections in rules 14.2(f) and (g), where an employer operates in both the North and South Islands, voting delegates are only entitled to cast the eligible number of votes for their respective site. For example, Goodman Fielder Puhoi would only be eligible to vote in the North Island election and Goodman Fielder Christchurch would only be eligible to vote in the South Island election.

(h) In accordance with the roles defined in rules 14.2(a) to 14.2(g) above, the number of National Executive members may be up to a maximum of 21.

(i) The DWU Senior Leadership Team (Assistant Secretary, Organising Director, General Counsel, and Finance & Administration Manager), shall be entitled to attend and speak at any meeting of the National Executive, without vote.

(j) A person may only hold one of the above positions at any one time.

14.3 **Meetings**

(a) The National Executive shall meet ordinarily at least six (6) times per year.

(b) A special meeting of the National Executive may be convened by the National Secretary or by any other three (3) members of the National Executive, but the

business proposed to be transacted shall be clearly stated. A special meeting may be convened by video or electronic conferencing, as appropriate.

(c) The National Secretary shall give all members of the National Executive at least one (1) week's individual notice of an ordinary National Executive meeting, and one (1) weeks' notice of a Special National Executive Meeting.

(d) A quorum for any meeting of the National Executive shall be 50%+1 voting members.

(e) If due to illness or unplanned absence, both the National President and National Vice President are unavailable to convene a scheduled AGM or National Executive meeting as Chairperson, a replacement Chairperson may be appointed with the agreement of the National Executive members present at the meeting.

(f) In the case of a tied vote, the Chairperson will hold the casting vote.

(g) A Conflict of Interest Register identifying direct, indirect, potential, or perceived conflicts of interest of the National Executive members will be presented at each National Executive meeting, along with the opportunity for National Executive members to declare and update any conflict of interest.

15. UNION REPRESENTATIVE COMMITTEES

15.1 **DWU Women's Committee**

15.1.1 (a) The Women's Committee shall consist of two (2) Women Representatives elected from each of the Union's four (4) regions as defined in rule 14.2(d) elected for a four-year term by a secret preferential electronic ballot of all members who identify as female in that region. The election of Women Representatives shall take place prior to the Women's Committee pre-AGM meeting. The term for all members will be concurrent and subject to Part IV – Casual Vacancies.

(b) The Women's Committee shall meet prior to the AGM, and again during the Biennial National Conference and at any other time that the National Executive or National Secretary deem necessary.

(c) The Women's Committee Regional Representatives shall communicate with Worksite Women's Delegates in their region.

15.1.2 (a) Elections will be organised and run by the Union's National Returning Officer in accordance with the nomination and voting process contained in Schedule II of the Constitution.

(b) Election of the Women's Committee convenor. The committee shall elect from their own ranks at their pre-AGM meeting, a convenor, whose term of office shall be for four (4) years commencing immediately and expiring four (4) years later at the end of their pre-AGM meeting.

(c) Nominations shall be open fourteen (14) days prior to the pre-AGM Women's Committee meeting.

15.1.3 (a) Election of the Women's Committee Regional Representatives. Nominations shall be open to elected Worksite Women's Delegates (as per rule 18.1(d)) and all members who identify as female in that region.

(b) Nominations will be open for fourteen (14) days.

(c) A brief resume and clear photo of the candidate will be supplied by each candidate and the election will be conducted as per rule 15.1.1(a) and Schedule II, clauses 1.4(d) and 1.5(d).

(d) Women's Committee Representatives should be or have been a Union delegate and if not, will be required to attend a Union delegates training course as soon as possible.

15.2 **Te Runanga o DWU**

15.2.1 The Runanga shall consist of two (2) Runanga Representatives elected in each of the Union's four (4) regions as defined in rule 14.2(d) for a four-year term by a secret preferential electronic ballot of all members who identify as Tangata Whenua Māori in that region. The election of Runanga Representatives shall take place prior to the Runanga's pre-AGM meeting. The term for all members will be concurrent and subject to Part IV – Casual Vacancies.

15.2.2 (a) The Runanga shall meet prior to the AGM and again during the Biennial National Conference.

(b) The Runanga may meet at any other time that the National Executive or National Secretary deem necessary.

15.2.3 The Runanga shall elect a Convenor from their own ranks at their pre-AGM meeting and whose term of office shall be for four (4) years commencing immediately and expiring four (4) years later at the end of their pre-AGM meeting.

15.2.4(a) Elections will be organised and run by the Union's National Returning Officer in accordance with the nomination and voting process contained in Schedule II of the Constitution.

(b) Nominations will be open for fourteen (14) days.

(c) A brief resume and clear photo of the candidate will be supplied by each candidate and the election will be conducted as per rule 15.2.1 and Schedule II, clauses 1.4(e) and 1.5(d).

(d) Runanga Representatives should be or have been a Union delegate and if not, will be required to attend a union delegates training course as soon as possible.

15.3 **DWU Youth Committee**

15.3.1(a) The Youth Committee shall consist of two (2) Youth Representatives elected by and from each of the Union's four (4) regions as defined in rule 14.2(d) elected for a four-year term by a secret preferential electronic ballot of all members 35 or under (as at the date of the election) in that region. The election of Youth Representatives shall take place prior to the Youth Committee's pre-AGM meeting. The term for all members will be concurrent and subject to Part IV – Casual Vacancies.

(b) To be eligible for nomination as a Youth Representative, a person must be 35 or under as at the date of the election of the Youth Representative positions as discussed above.

(c) Any elected Youth Representative who turns 36 or older during their elected term will be entitled to stay on the Youth Committee and complete the remainder of their term.

(d) Elections will be organised and run by the Union's National Returning Officer in accordance with the nomination and voting process contained in Schedule II of the Constitution.

(e) The Youth Committee shall meet prior to the AGM, and again during the Biennial National Conference and at any other time that the National Executive or National Secretary deem necessary.

(f) The Youth Committee shall elect a Convenor from their own ranks at their pre-AGM meeting.

(g) Youth Committee reps should be or have been a Union delegate and if not, will be required to attend a Union delegates training course as soon as possible.

15.4 **DWU Welfare Committee**

15.4.1 The Union shall establish and operate a Welfare Fund in order to provide welfare relief, assistance, and benefits to Union members and their dependents.

15.4.2 The Welfare Fund shall be financed out of the Union's general account and will equal up to 10% of the Union's net income received from subscriptions.

15.4.3 Management of the Welfare Fund shall be delegated to the Welfare Committee to generally oversee the operation of the Welfare Fund and make recommendations to the National Executive and AGM on the operation of the Welfare Fund.

15.4.4 The Welfare Committee shall be a sub-committee of the National Executive.

15.4.5 The Welfare Committee shall consist of the following members:

- 15.4.5.1 The National Vice-President (Ex-Officio and will also be the Welfare Committee Convenor);
- 15.4.5.2 The National Secretary (Ex-Officio);
- 15.4.5.3 One (1) elected representative from the National Executive, to be from and determined by the National Executive at their meeting prior to the AGM;
- 15.4.5.4 Two (2) elected representatives from the AGM voting delegates to be from and determined by voting AGM delegates at the AGM by the preferential voting method (50%+1 of eligible votes cast).

15.4.6 The Welfare Committee members shall serve a four-year term, commencing immediately after their election is completed (if appointed by election) and ending immediately prior to the next election four (4) years later.

15.4.7 Any elected member of the Welfare Committee who retires from paid employment in the industry during their term may continue as a Welfare Committee member for the remainder of their term and will be entitled to all the benefits provided by the Welfare Fund.

15.4.8 The Welfare Committee will receive administrative and secretariat support via either an assigned Union staff member as per DWU Policy C, or by a contracted support person/s who will act as the Welfare Committee Co-Ordinator.

15.4.9 The Welfare Committee will meet either in person or by appropriate electronic means as often as is required to fulfill the management of the Welfare Fund.

15.4.10 Welfare Committee operations will be consistent with rules 54 to 60 outlined below.

15.5 **DWU Pasefika & Ethnic Minorities Komiti**

15.5.1 The Pasefika & Ethnic Minorities Komiti shall consist of two (2) Representatives elected in each of the Union's four (4) regions as defined in rule 14.2(d) for a four-year term by a secret preferential electronic ballot of all members who identify as Pasefika and/or from the Ethnic community in that region. The election of Representatives shall take place prior to the Pasefika & Ethnic Minorities Komiti's pre-AGM meeting. The term for all members will be concurrent and subject to Part IV – Casual Vacancies.

15.5.2(a) The Pasefika & Ethnic Minorities Komiti shall meet prior to the AGM and once at the Biennial National Conference.

(b) The Pasefika & Ethnic Minorities Komiti may meet at other times when the National Executive or National Secretary deem necessary.

15.5.3 The Pasefika & Ethnic Minorities Komiti shall elect a Convenor from their own ranks at their pre-AGM meeting and whose term of office shall be for four (4) years commencing immediately and expiring four (4) years later at the end of their pre-AGM meeting.

15.5.4(a) Elections will be organised and run by the Union's National Returning Officer in accordance with the nomination and voting process contained in Schedule II of the Constitution.

(b) Nominations will be open for fourteen (14) days.

(c) A brief resume and clear photo of the candidate will be supplied by each candidate and the election will be conducted as per rule 15.5.1 and Schedule II, clauses 1.4(g) and 1.5(d).

(d) Pasefika & Ethnic Minorities Komiti Representatives should be or have been a Union delegate and if not, will be required to attend a union delegates training course as soon as possible.

Transitional Arrangements

If endorsed at the 2024 AGMs, these changes would take effect from March 2025 and there will be a one-off five-year term (March 2024 – March 2029) for the new DWU Pasefika & Ethnic Minorities Komiti to align it with the current terms of the other Union Representative Committees. From March 2029, a normal four-year term will operate for the Pasefika & Ethnic Minorities Komiti.

16. CONTROL OF FUNDS

16.1 All of the Union's funds shall be held and controlled by the National Executive and all subscriptions, entrance fees, levies, and other monies owed to the Union shall be paid to the National Secretary.

16.2 The trustees of the Union shall be the National President, National Vice President, and National Secretary. The signatories of the Union's bank account/s shall be the National President, National Vice President, National Secretary and three (3) other Officials of the Union. The signatures of the National Secretary (or the Assistant Secretary if the National Secretary is unavailable) and one (1) other signatory shall be required to withdraw monies from any account.

17. REGIONAL MEETINGS & ANNUAL SPECIAL SITE MEETINGS

17.1 The National Executive shall allocate certain monies in the financial budget to enable the National Executive member/s, the "under 10 member" AGM representatives, Union Representative Committee

Members, and the Organiser responsible for an area, to report and discuss the affairs of the Union with the Delegates in that area.

17.2 The Delegates of each region shall meet in the alternate year that the Biennial National Conference is not sitting.

17.3 **Annual Special Site Meetings**

Organisers and appropriate senior Union Officials shall attend at least once a year a special site meeting or meetings at all member worksites with over ten (10) members. The meeting shall be called by the relevant Organiser and advertised on site noticeboards and/or appropriate electronic communication, giving at least two (2) weeks' notice of such meetings. The business of these meetings shall include, among other things:

(i) Update on AGM and/or Biennial National Conference discussions and decisions;

(ii) Presentation and discussion of the Annual Reports, Audited Annual Accounts, and Budget for the current financial year;

(iii) Discussion and/or review of urgent or necessary site and/or employment agreement issues.

18. SITE COMMITTEE

18.1 **Duties**

(a) The affairs of the Union on each worksite shall be managed by a Site Committee.

(b) The Site Committee and delegates on the site shall ensure that the Constitution and the Policies of the Union are observed and shall generally act in a manner that will advance the interests of the members and bring credit to the Union.

(c) The Site Committee shall consider matters referred to it by any other body of the Union.

(d) The women delegates on the site committees shall elect a Worksite Women's Delegate for a four-year term.

(i) Where a site does not have any delegates who are women then the site delegate will call for nominations for a Worksite Women's Delegate who shall be elected by the site committee.

(ii) The role of the Worksite Women's Delegate shall be to advise the Delegates Committee on women's matters

18.2 **Membership**

(a) The Site Committee shall consist of a Site Delegate and Deputy Site Delegate and as many departmental delegates as the Site Delegates Committee decides.

(b) Departments may also elect Deputy Department Delegates to assist the Department Delegates to undertake their duties.

(c) The Site Delegate, Deputy Site Delegate, and Departmental Delegates shall be elected every three (3) years consecutively in the manner provided for in Schedule II. The three-year election cycle will take effect from the next election for those positions.

(d) The Site Delegate will automatically represent the site at the AGM and Biennial National Conference.

18.3 **Meetings**

(a) The Site Committee shall meet monthly.

(b) The Site Delegate shall be entitled to call a full meeting of members on the site whenever necessary.

(c) A special meeting of members on the site may be called by any of the National Secretary, the Organiser, the Site Delegate, the Site Committee, or by written requirement to the Site Delegate signed by not less than 10% of the membership of the site.

(d) Department meetings may be called by any of the National Secretary, Organiser, Site Delegate, Site Committee, Department Delegate or by written requirement to the Site Delegate signed by not less than 10% of the membership in the department.

(e) At least one (1) weeks' notice shall be given of any of the above meetings, except in an emergency. Such notice may be given by individual notice, and/or by appropriate electronic notice, and/or by appropriate advertising on site notice boards.

(f) The quorum for any site meeting shall be 25% of the members eligible to attend. This quorum may be met by aggregating the members attending a series of meetings on the site on the same subject.

(g) Site meetings shall consider business placed before it by any member of the site. It shall have ultimate power to decide questions relating to site matters provided the decisions are within the Constitution and Policies of the Union. When considering matters placed before it by any other body of the Union, it shall duly notify that other body of its decision after first having considered the matter. Where deemed appropriate by the referring body prior to the voting, the aggregate of such site voting shall determine the question under consideration.

PART IV – ELECTION & REMOVAL OF OFFICERS, NATIONAL OFFICERS, & OTHER OFFICIALS

19. ELECTIONS

19.1 All Officers, National Officers, and other Officials, unless otherwise stated, shall be elected as provided for in Schedule II of the Constitution.
19.2 Any Officer or other Official shall be eligible for re-election if they otherwise meet the requirements of the Constitution.

20. CASUAL VACANCIES

Should the position of an elected Officer, National Officer, or elected Official become vacant while there is more than 33% of the term of the office remaining, an election shall be held to fill the vacancy. If the vacancy occurs in the last 33% of the term it may be filled by resolution of the Officials controlling body as defined in rule 21.1 or it may be filled by election under the Constitution in which case the term of the successful candidate shall be extended to cover both the unexpired term of the casual vacancy and the further new term.

21. REMOVAL OF OFFICERS AND OTHER OFFICIALS

21.1 Any elected Officer, National Officer, Site Delegate, or other elected Official of the Union not performing their duties in a manner satisfactory to their controlling body or considered unfit to continue in office because of disability, bankruptcy or misappropriation of Union funds may be suspended from office by resolution of a special meeting of the body concerned, called to consider a notice of motion that the Official be removed. Such resolutions must be passed by a two-thirds majority of members at the meeting.

In rule 21.1, "controlling body" means as follows:

For Officers & National Officers: National Executive.
For National Executive Member: Site Delegates in the geographical area they represent.
For Site Delegate and other Site Representatives: Site Committee.

21.2 Any suspension from office shall be followed forthwith by a secret ballot on the question that the Official be removed from office. The secret ballot shall be of members eligible to vote for the election of the Official concerned and shall be conducted in the same manner as an election. If the question is declared carried, the Official is thereby removed from office, and if not carried, is thereby reinstated in office.
21.3 The principles of natural justice must be observed throughout the suspension and removal proceedings, and in particular:

(a) The notice of motion shall be accompanied by details of the allegation against the Official, and both shall be made available to the Official promptly; and
(b) The Official, and/or their representative shall be given full opportunity to speak in their defense at the meeting at which the matter is discussed.

21.4 Any demand by a member or members that an Official be removed from office shall be dealt with under this rule unless the controlling body concerned decides to refer the matter to the Grievance Committee through the National Executive.
21.5 Notwithstanding rule 21.4 above, if the Grievance Committee finds a charge against an Official to be proved, it may recommend to the National Executive (or the National Executive may on its own motion resolve) that they be removed from office. The National Executive may then suspend the Official from office. Such suspension shall be followed, after the seven (7) day appeal period, by the secret ballot provided for in rule 21.2.

21.6 If an appeal is filed against the National Executives suspension decision, no secret ballot of members shall be held, and the suspension shall continue until the next AGM has considered the matter. If the AGM upholds the resolution that the Official be removed from office, they shall thereby be removed.
21.7 In addition, a person ceases to be an Officer of the Union if they are disqualified by law from holding office as an Officer of a Society (under the ISA 2022). However, if the Registrar of Incorporated Societies waives the disqualification by law, the Officer may resume as an Officer. Before a person is confirmed into an Officer role, they must sign a declaration stating that they are not disqualified by law from holding office as an Officer of a Society (under the ISA 2022), and that they will report to the National Secretary in any such instance where they do become disqualified during a term of holding office.

PART V – DISCIPLINE & DISPUTE RESOLUTION PROCEDURE

22. GRIEVANCE COMMITTEE

22.1 **Powers**

(a) The Grievance Committee shall hear and examine grievances between :

(i) Two (2) or more members; or
(ii) One (1) or more members and the Union; or
(iii) One (1) or more members and one (1) or more Officers; or
(iv) Two (2) or more Officers; or
(v) One (1) or more Officers and the Union; or
(vi) One (1) or more members or Officers and the Union.

(b) Grievances are disagreements or conflicts relating to an allegation that:

(i) A member or an Officer has engaged in misconduct; or
(ii) A member or an Officer has breached, or is likely to breach, a duty under the Constitution or bylaws, policies, or the ISA 2022 (including those listed at rule 23); or
(iii) The Union has breached, or is likely to breach, a duty under the Constitution or bylaws or the ISA 2022; or
(iv) A member's rights or interests as a member have been damaged or members' rights or interests generally have been damaged.

(c) Grievances or complaints may be communicated by a member or an Officer and shall be raised in writing to the National Secretary or the National President, and shall only then be referred to the National Executive for referral of the matter to the Grievance Committee. Where the complaint is in relation to an allegation of the type listed in rule 22.1(b)(i) to (b)(ii) above, the National Executive, when referring the matter to the Grievance Committee, may determine that the dispute is between the Union and a member or an Officer.

22.2 **Membership**

The Grievance Committee shall consist of:

(a) A representative from the National Officers of the Union (for example the National President) or the nominated proxy representative from the National Officers of the Union (for example the National Vice President) to be determined by the National Officers of the Union prior to the AGM.

Where the representative from the National Officers of the Union (for example the National President) is involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by the nominated proxy representative from the National Officers of the Union (for example the National Vice President).

Where the nominated proxy representative from the National Officers of the Union (for example the National Vice President) is also involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by the remaining National Officer of the Union (for example the National Secretary).

Where all three (3) National Officers of the Union are involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by an independent person to be appointed by the National Executive.

(b) A representative from the National Executive or the nominated proxy representative from the National Executive to be determined by the National Executive at their meeting prior to the AGM.

Where the representative from the National Executive is involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by the nominated proxy representative from the National Executive.

Where the nominated proxy representative from the National Executive is also involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by another National Executive member determined by the National Executive.

(c) A representative from the Union's paid staff or the nominated proxy representative from the Union's paid staff to be determined by the Union's paid staff prior to the AGM.

Where the representative from the Union's paid staff is involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by the nominated proxy representative from the Union's paid staff.

Where the nominated proxy representative from the Union's paid staff is also involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by another member of the Union's paid staff determined by the Union's paid staff.

(d) A representative from the AGM voting delegates or the nominated proxy representative from the AGM voting delegates to be determined by voting AGM delegates at the AGM.

Where the representative from the AGM voting delegates is involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by the nominated proxy representative from the AGM voting delegates.

Where the nominated proxy representative from the AGM voting delegates is also involved in the dispute or charge in question, they shall withdraw from the Grievance Committee for the enquiry and shall be replaced for that enquiry by another voting AGM delegate determined by the voting delegates of the AGM as at that date.

(e) In addition to the four (4) Grievance Committee members discussed in rules 22.2(a), (b), (c) and (d), the National Executive may also appoint an independent person to the Grievance Committee for that enquiry and may appoint that independent person to chair the enquiry.

The Grievance Committee members may also request that the National Executive appoint an independent person to the Grievance Committee for that enquiry and may request that the independent person chair the enquiry.

(f) Unless directed otherwise by the National Executive in accordance with rule 22.2(e), the Grievance Committee shall elect from its own ranks a Chair, who for the purpose of the Grievance Committee shall exercise all powers of the National President.

(g) Except for any independent person appointed to the Grievance Committee in accordance with rule 22.2(e), to be eligible for nomination and to hold a position on the Grievance Committee, a representative must remain an eligible member of the body they are representing (for example, the representative from the AGM voting delegates must remain a voting delegate to the AGM to remain on the Grievance Committee).

Where the Grievance Committee representative stops being an eligible member of the body they are representing, they will be automatically replaced by the nominated proxy representative for that body.

Where the nominated proxy representative of that body also stops being an eligible member of that body, the rules around casual vacancies (rule 20) shall apply for that representative position.

(h) A person may only hold one Grievance Committee representative position at any one time (for example, if the National President is the representative from the National Officers of the Union they cannot also be the representative from the National Executive).

22.3 **Election process and length of term**

(a) The three Grievance Committee representatives and the three (3) respective proxy representatives discussed in rules 22.2(a), (b) and (c), shall be elected at their respective meetings prior to the AGM.
(b) These appointments shall be notified to the AGM prior to the election of the AGM voting delegate representative and nominated proxy AGM voting delegate representative discussed in rule 22.2(d).
(c) The AGM voting delegate representative and nominated proxy AGM voting delegate representative discussed in rule 22.2(d), shall then be elected by voting AGM delegates.
(d) Grievance Committee representative positions shall be for a four-year term, commencing the day after the AGM in the year in which they are elected and ending on the final day of the AGM four (4) years later.
(e) By resolution of the AGM, the Grievance Committee may remain in office to complete any enquiry already commenced.

23. CHARGES AGAINST MEMBERS

Any member may be charged with a breach of the Constitution who:
23.1 Refuses to comply with the Constitution;
23.2 Willfully violates a lawful resolution of the Union;
23.3 Improperly divulges the business of the Union to non-members without consent;
23.4 Makes any unsubstantiated accusation against a member of the Union; or
23.5 In any other way, willfully brings the Union or its members into disrepute or willfully undermines the Union's objectives.

24. PRINCIPLES OF NATURAL JUSTICE

The Grievance Committee shall throughout an enquiry observe the principles of natural justice, and in particular:
24.1 Must make available promptly to the parties involved full details of the nature of the enquiry and of allegations made; and
24.2 Must give any party against whom allegations are made adequate notice (at least fourteen (14) days) of a hearing and the opportunity to be heard in their defence, or if the member so desires to lay a written signed statement before the Committee.

25. FINDINGS, REMEDIES, PENALTIES, APPEALS

25.1 The Grievance Committee shall communicate its findings and reasons for them in writing to the National Executive and to the parties. It shall in the case of a grievance recommend a remedy, or in the case of a charge, a penalty, if any. Such penalties may include a censure, a fine (maximum of $1,000), or expulsion from the Union. All fines go to the Union's nominated charity.
25.2 The National Executive shall by resolution adopt, modify, or reject the recommendation. Any party to the proceedings may within seven (7) days of such resolution appeal to the AGM against the National Executive's decision.

25.3 This appeal shall be heard at a special online and/or electronic meeting of the AGM that is organised in a timely manner and is restricted to:

- The parties to the dispute or grievance (including all members or Officers who are either laying or responding to a complaint or grievance).
- All available members of the Grievance Committee.
- All available Officers of the Union.
- All available voting AGM Delegates.

25.4 Decisions on appeal (to adopt, modify, or reject the National Executive's findings, remedies, or penalties) will be concluded by a vote of the voting AGM Delegates (on the basis of one person, one vote). The special AGM's decision will be communicated to the parties in writing.
25.5 The National Executive's decision, or the special AGM's decision in the case of appeal, shall be final and binding on all parties to the dispute or grievance.
25.6 If the National Executive refers a matter to the Grievance Committee, and it is a matter of the type described at rule 22.1(a)(i), rule 22.1(a)(iii), or rule 22.1(a)(iv), and if all parties agree, (defined as all members or Officers who are either laying or responding to a complaint or grievance, and a majority of the Grievance Committee) then mediation, facilitation, or a Tikanga-based practice may be used in attempt to reach an outcome that is agreeable to all those parties. If an outcome that is agreeable to all parties cannot be reached, then rules 25.1 and 25.2 shall apply.

26. TRAVEL EXPENSES AND COSTS

26.1 If a member facing a charge has to travel to appear before the Grievance Committee, they shall be reimbursed all reasonable expenses.
26.2 If the Grievance Committee finds that any complaint or charge has been made maliciously, or that no case has been made for it, the National Executive may make the member/s bringing such complaint or charge liable for all or part of the costs of the enquiry, by resolution to that effect voted for by at least five (5) members of the National Executive.

PART VI – VARIOUS ADMINISTRATIVE MATTERS

27. REMUNERATION AND EXPENSES

27.1 Any Officer, voting AGM Delegate, Biennial National Conference or National Executive, or other person transacting business for the Union shall receive such remuneration as shall be decided upon by the AGM. However, it is intended that the positions of National President and National Vice President should be essentially honorary and the positions of National Secretary, Assistant Secretary, Organisers, and Administrative staff, full/part time, shall be paid.

27.2 The National Secretary shall pay reasonable out-of-pocket expenses to any of the persons mentioned in rule 27.1 above, especially for attendance at Union Meetings.

28. BALLOTS AND RATIFICATION

28.1(a) **Strike Ballot**

Should there be a strike proposal the members who would be required to take the strike action shall be given the opportunity to vote on the issue. Should one (1) member who would be required to take strike action require the vote to be taken by secret ballot, then the vote shall be so taken. Any strike endorsed by such ballot shall be binding on all members who would be required to participate in the strike.

28.1(b) The ballot to impose or remove a strike action shall be decided by a majority of 50% plus one (1) or more of the members who are eligible to vote and who do so.

28.2 **Ratification of Collective Agreements**

(a) **Site Meetings**

There shall be a meeting, or a series of meetings, at each site intended to be covered by the proposed Collective Agreement in order to discuss the proposed offer and to ratify or reject the recommendation from the negotiating committee.

(b) **Ballot Boxes**

(i) A ballot box will be opened at the close of the meeting or at the close of the first meeting: and

(ii) There shall be an adequate number of ballot boxes available on each site; and

(iii) Ballot boxes shall remain open for the time notified by the Returning Officer.

(c) **Timeframes**

(i) For each site, there shall be a meeting of the Site Delegates Committee who shall determine:

(ii) The date for the Site Meeting(s); and

(iii) The date the ballot boxes close. The ballot boxes shall remain open for either a minimum period that equates to the longest set of days off on that site, plus one (1) day, or until the Returning Officer is satisfied that all members eligible to vote on that site have had reasonable time to do so.

(d) **Returning Officer**

The Returning Officer shall do all things they consider necessary for the fair and proper conduct of the ballot including:

(i) Give reasonable notice of the meeting and ballot dates to each member entitled to vote. Such notice to members may be by way of individual and/or appropriate advertising;

(ii) Make every effort to ensure proper worksite publicity, particularly by way of notice posted on notice boards throughout the site and/or appropriate electronic or phone communication;

(iii) Notify the members of the process for obtaining special votes;

(iv) Provide members with a special vote by electronic mail or other speedy means, where appropriate;

(v) Provide an adequate number of ballot boxes on site;

(vi) Oversee the voting;

(vii) Counting the votes as soon as possible after voting closes

(e) **Eligibility to Vote**

All members who are covered by the coverage clause of the proposed Collective Agreement are entitled to vote.

(f) **Conduct of Ballot**

Members should make every effort to attend a ratification meeting. There shall be sufficient meetings held on site to cover shifts and rosters to ensure that members have every opportunity to attend a meeting.

(i) Voting shall be restricted to a vote either for or against ratification of the proposed Collective Agreement. No amendments may be proposed during the ratification process.

(ii) After the site meeting has closed, the Returning Officer shall provide one voting paper to each eligible member who presents themselves for voting.

(iii) No proxy votes shall be permitted until after the site meeting has closed.

(iv) Special votes may be permitted where a member satisfies the Returning Officer that they are unable to personally attend and vote because of bona fide absence from the site during the time the ballot box is open, including being suspended from employment. In such circumstances, the Returning Officer may provide a voting paper in advance of the site meeting.

(v) All completed ballot papers shall be placed in a locked ballot box, which shall not be opened until after the ballot closes.

(vi) The Returning Officer shall count the votes and declare that the Collective Agreement has been ratified or has not been ratified, unless the ratification covers more than one site in which case a declaration will not be made until the final ballots are collated and declared by the advocate of the Collective Agreement.

(vii) The ballot shall be decided by a simple majority (50% + 1) of the members who are entitled to vote and who do vote.

28.3 **Variation of Collective Agreements**

(a) **Variation of Collective Agreement**

The terms and conditions of a Collective Agreement may be varied by mutual agreement of the parties to it. Any such variation shall be in writing and signed by the key signatories to the Collective Agreement. Any such variation shall comply with all appropriate statutory requirements in effect at the time of the variation.

(b) **Affected Members**

Prior to any such variation being agreed to, the affected members shall be provided with the opportunity to vote for the proposed variation to the Collective Agreement. The affected members are only those members whose terms and conditions are directly and materially changed as a result of the variation. The affected members will be identified by way of a list provided by the advocate of the variation to the Collective Agreement prior to any variation ballot.

(c) **Meetings to Discuss and Vote for Variation**

There shall be a site meeting, or a series of site meetings, at each site of affected members, or a meeting by other telecommunication method (for example by videoconference or teleconference) in order for affected members to discuss the proposed variation and to ratify or reject the proposed variation.

(d) **National Returning Officer**

The National Returning Officer (with the support of Site Returning Officers where required) shall do all things they consider necessary for the fair and proper conduct of the variation meeting(s) and variation ballot including:

(i) Give reasonable notice of the meeting(s) and ballot dates to each affected member entitled to vote. Such notice to affected members may be by way of individual and/or appropriate advertising;

(ii) Ensure affected members are provided with appropriate information on the proposed variation to the Collective Agreement to ensure they are able to make an informed decision about the proposed variation;

(iii) Where appropriate, make every effort to ensure proper worksite publicity, particularly by way of notice posted on notice boards throughout the site(s) and/or appropriate electronic or phone communication;
(iv) Notify the affected members of the process for voting, including the obtaining of special votes;
(v) Provide affected members with a physical or electronic vote;
(vi) Where appropriate, provide an adequate number of ballot boxes on site for the collection of votes;
(vii) Oversee the physical or electronic voting process;
(viii) Count the physical or electronic votes as soon as possible after voting closes.

(e) **Conduct of Variation Ballot**

Affected members should make every effort to attend a variation meeting. There shall be sufficient site meetings or meeting(s) by other telecommunication methods to cover shifts and rosters to ensure that affected members have every opportunity to attend a variation meeting.

(i) Voting shall be restricted to a vote either for or against the proposed variation of the Collective Agreement. No amendments may be proposed during the variation process.
(ii) After the variation meeting has closed, the National Returning Officer shall provide one (1) voting paper (either physically or by way of other appropriate electronic means) to each affected member who presents themselves for voting.
(iii) No proxy votes shall be permitted until after the variation meeting has closed.
(iv) Special votes may be permitted where an affected member satisfies the National Returning Officer that they are unable to personally attend and vote because of bona fide absence during the time the ballot box is open, including being suspended from employment. In such circumstances, the National Returning Officer may provide a voting paper or accept electronic votes in advance of the variation meeting.
(v) All completed ballot papers shall be placed in a locked ballot box or returned electronically to the National Returning Officer to be placed in the locked ballot box, which shall not be opened until after the ballot closes.
(vi) The National Returning Officer shall count the votes and declare that the Collective Agreement has been varied or has not been varied, unless the variation covers more than one site in which case a declaration will not be made until the final ballots are collated and declared by the advocate of the Collective Agreement.
(vii) The variation ballot shall be decided by a simple majority (50% + 1) of the affected members who are entitled to vote and who do vote.

29. MEMBERS RIGHTS OF ACCESS TO UNION DOCUMENTS

29.1 **Supply of Rules, Policies and Amendments**

(a) The Union shall supply upon request forthwith and free-of-charge to any person who joins the Union an up-to-date copy of the Constitution or Policies. A reasonable charge may be made for any replacement copy.
(b) The Union shall supply a copy of any amendment made to the Constitution or Policies to each member of the Union, free-of-charge within thirty (30) days of the amendment being made. This may be done by way of the Union's magazine or website.

29.2 **Supply of Annual Report, Audited Annual Accounts, and Resolutions**

The Union shall supply free-of-charge to any member who requests it, one (1) copy of:

(a) The Union's Annual Report;
(b) The Union's latest income and expenditure account and balance sheet together with the Auditor's report on the accounts;
(c) Any resolution passed within the last five (5) years at any AGM or SGM or by the National Executive or its preceding body/bodies.

29.3 **Inspection of Accounting Records and Registers**
The accounting records and register of officers of the Union may be inspected free-of-charge by every member having an interest in the funds at all reasonable hours, upon them giving forty-eight (48) hours' notice to the National Secretary of their desire to do so.

30. REPRESENTATION AT FORMAL PROCEEDINGS

The Union may be represented in any formal proceedings by any person or persons, so authorised from time to time by the AGM, National Executive, or joint decision of National Officers.

31. AUDITOR

Subject to the provisions of the relevant Act relating to the audit of accounts of the Union, the National Executive shall appoint an Auditor, who shall be a member of the Institute of Chartered Accountants of New Zealand. The books of the Union shall be audited each year or more often if required by a resolution of the National Executive. The Auditor shall hold the position until a successor is appointed. The Auditor shall be eligible for reappointment.

32. CANCELLATION OF REGISTRATION

32.1 In the case of Amalgamation with another Union or Unions, the Union shall comply with the Amalgamation requirements of the ISA 2022.
32.2 The Union may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the ISA 2022. The National Executive shall give thirty (30) working days written notice to all members of the proposed resolution to remove the Union from the Register of Incorporated Societies. The National Executive shall also give written notice to all members of the General Meeting at which any such proposed resolution is to be considered. The Notice shall include all information as required by section 228(4) of the ISA 2022. Any resolution to remove the Union from the Register of Incorporated Societies must be passed by a two-thirds majority of all members present and voting.
32.3 The Union may be liquidated in accordance with the provisions of Part 5 of the ISA 2022. The National Executive shall give thirty (30) working days written notice to all members of the proposed resolution to put the Union into liquidation. The National Executive shall also give written notice to all members of the General Meeting at which any such proposed resolution is to be considered. The Notice shall include all information as required by section 228(4) of the ISA 2022. Any resolution to put the Union into liquidation must be passed by a two-thirds majority of all members present and voting.
32.4 If the Union is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any member. On the liquidation or removal of the Union from the Register of Incorporated Societies, the Union's surplus assets, after payment of all debts, costs and liabilities, shall be vested in the New Zealand Council of Trade Unions – Te Kauae Kaimahi (CTU) (in the case that the Union is affiliated to the CTU). However, in any resolution under this rule, the Union may approve a different distribution to a different not-for-profit entity from that specified above, so long as the Union complies with this Constitution and the Acts in all other respects.

33. AMENDMENT OF CONSTITUTION & POLICIES

33.1 The Constitution and Policies of the Union shall not be amended except by a majority vote in a ballot of the voting AGM Delegates subject to rule 33.4.
33.2 Should any member desire that the Constitution be amended at the next AGM, they may move the desired amendment at an ordinary meeting of their site or, if a Delegate, at a Site Committee meeting. Should the proposed amendment be passed, it shall be forwarded by the Site Delegate to the National Secretary in writing at least eight (8) weeks prior to the AGM.
33.3 The National Executive, Industrial Staff, Life Members, Runanga, Women's Committee, Welfare Committee, Youth Committee, or Pasefika & Ethnic Minorities Komiti may of their own volition propose

amendments to the Constitution. Such amendments shall be forwarded to the National Secretary in writing at least eight (8) weeks prior to the AGM.
33.4 Any proposed remits and/or amendments to the Constitution and/or Policies shall only be considered every two (2) years at the AGM held in conjunction with the Biennial National Conference.
33.5 The National Secretary shall advise eligible voting AGM delegates of any proposed remits and/or amendments to the Constitution and/or Policies no later than four (4) weeks prior to the AGM meeting. All proposed remits and/or amendments to the Constitution and/or Policies will also include information for eligible voting AGM delegates on whether the National Executive supports, opposes, or is neutral on the proposed remit.
33.6 Should an amendment be passed by the AGM, the National Secretary shall apply forthwith to the Registrar for its registration. No such amendment shall come into force until it has been registered.

34. OPERATIVE DATE AND TRANSITION

34.1 The Constitution shall come into force on the date of registration.
34.2 At the time the Constitution comes into force, all persons holding office or position under the previous Rules and/or Constitution in force shall continue to hold office under the latest Constitution until they vacate the office or position, complete their term of office in accordance with the latest Constitution, or a more recent Constitution comes into force.

35. UNION BANK ACCOUNT

That the Union bank accounts be operated at the BNZ and Kiwibank with the three other signatories specified in rule 16.2 being the Assistant Secretary, Organising Director, and Finance & Administration Manager.

36. REGIONAL EXPENDITURE

All expenditure for non-budgeted items must first be discussed with and approved by the National Secretary and then reported to the next National Executive meeting. The expenditure limits without prior reference to the National Executive are set at the following levels for discretionary payments:

36.1 National Officers (jointly): $3000

36.2. Regional Organisers : $500

37. UNION INVESTMENTS

The National Executive is charged with investing the monetary resources of the Union in a manner that maximizes their returns within the bounds of secure and ethical investments. At the same time, the National Executive must ensure sufficient funds are available to meet both the daily needs and any unforeseen situations that the Union may face.

38. CREDIT CARDS

In order to ensure adequate cash flow for the National Secretary and Organisers, the Union will supply the following with Corporate Visa cards with the following limits:

38.1 National Secretary: $10,000

38.2 Organisers: $5,000

38.3 Finance & Administration Manager: $2,000

39. AUDITOR

Anderson Accounting or their successor are appointed as the Union's Auditor.

40. TRAVEL CARDS

The Union will maintain an account with an appropriate airline and will supply those Officials, who are regular air travelers, with an appropriate Travel Card/Lounge Club membership.

41. ACCOMMODATION WHEN ON UNION BUSINESS

41.1 As a general principle, where Union delegates are required to travel for more than two (2) hours each way to attend meetings or conferences which last more than half a day, then such delegates should have the opportunity to stay overnight.

41.2 When it is necessary to stay overnight, the Union shall pay reasonable accommodation costs, including breakfast, and the evening meal, but not lunch.

42. ALLOWANCES WHEN ON UNION BUSINESS

42.1 Where a meal is not provided by the Union, a daily allowance of $30 (gross) shall be paid to any person attending an official and/or approved Union meeting away from their place of work which lasts for more than four (4) hours.

42.2 Notwithstanding rule 42.1, wherever possible lunch (as well as morning and afternoon teas) will be provided at all Union run seminars and meetings. Where lunch is supplied, the daily allowance referred to in rule 42.1 will not be payable.

42.3 In lieu of the daily allowance in rule 42.1, an overnight allowance of $45 (gross) shall be paid to any person required to stay overnight whilst attending an official and/or approved Union meeting.

42.4 The daily allowance in rule 42.1 shall be payable for the final day of a more than one (1) day meeting.

42.5 On request all allowances and travelling expenses will be paid as soon as practicable but no later than seven (7) working days after the respective meeting and receipt of all appropriate documentation.

42.6 All allowances shall be taxed at the rate of $0.33 per $1.00.

42.7 The daily allowance referred to in rule 42.1 is not intended to be paid to salaried officials for normal organising duties but shall be payable when it is the final day of a more than one (1) day meeting.

42.8 The overnight allowance referred to in rule 42.3 is in lieu of the daily allowance contained in rule 42.1 and is not cumulative.

43. PERSONAL USE OF VEHICLE

43.1 Where a member, on the authorisation of either their Regional Office, or a National Official uses their private vehicle for Union business, the Union shall reimburse that person for such use at a rate of 83 cents per kilometre. Such reimbursement shall not be paid where the distance travelled is less than the member would have travelled had they been going to work that day, or the distance is less than 10 kilometre.

43.2 Whilst processing the member's reimbursement, the Union's finance team will check the mileage claimed from the starting address noted on the reimbursement form and will pay according to an electronic map mileage calculation. If extra mileage should be added (for example for pick-ups), this should be noted and initialled by the authoriser of the reimbursement form.

44. LOSS OF WAGES

When a non-salaried member is required to attend either the AGM, Biennial National Conference, regional meeting, or other authorised Union meeting and that meeting falls on the member's recognised day off, that member shall be paid their standard roster hourly rate for a maximum of eight (8) hours per day.

45. AA MEMBERSHIP

The Union will provide appropriate membership with the AA for all authorised Union car drivers.

46. FINANCIAL LOSS

When a member, delegate, or paid official of the Union suffers financial loss through engaging in authorised Union activities, such losses may be met by the Union.

47. UNION HONORARIUMS

47.1 The National President will receive an honorarium of $4,615 net per year.

47.2 The National Vice President will receive an honorarium of $4,100 net per year.

47.3 The National Returning Officer (NRO) will receive an honorarium of $2,075 net per year.

47.4 These honorariums will be reviewed again in 2027 and subsequently every two (2) years thereafter.

48. UNION RESERVE AND INDUSTRIAL & LEGAL FUND

48.1 As a broad policy, the Union aims to achieve a surplus each year until a cash reserve, equal to three (3) years' operating expenses is achieved.

48.2 Half of any cash reserve that has been accumulated in accordance with rule 48.1 will be allocated to the Union's Industrial & Legal Fund (ILF).

48.3 The ILF will be used to support the Union with costs incurred as a result of organising and union growth strategies.

49. OUTSIDE UNION REMUNERATION

In cases when a member represents the Union on an outside body then any reimbursements or monies received in that capacity shall be treated as follows:

49.1 The honorarium for a member representing the Union on outside bodies which attract Directors fees is set at a flat rate of 50% of the gross annual director's fee paid by that outside body to directors serving on that outside body. This honorarium rate is subject to any review by the AGM. The balance is to be paid to the Union.

49.2 Where actual wage reimbursement is paid, the member concerned shall be entitled to retain such monies in lieu of any claim against the Union, unless that person is a salaried employee of the Union in which case the money shall be forwarded to the Union.

49.3 Any reimbursements or monies received by representatives of the Union serving on outside bodies shall be treated as follows.

49.3.1 Where the person concerned is not employed within the Aotearoa New Zealand Dairy Industry, they shall be entitled to retain all fees or honorariums paid. That person will be responsible for any taxation payments for those monies received.

49.3.2 Where the person concerned is employed within the Aotearoa New Zealand Dairy Industry, they shall be entitled to retain 50% of the gross annual director's fee paid by that outside body to directors serving on that outside body. The balance is to be paid to the Union.

49.3.3 Where actual wage reimbursement is paid, the person concerned shall be entitled to retain such monies in lieu of any claim against the Union, unless that person is a salaried employee of the Union in which case the money shall be paid to the Union.

49.3.4 The Union shall ensure no person employed within the Aotearoa New Zealand Dairy Industry suffers any loss of wages while representing the Union on such organisations.

49.4 The Union shall pay any reasonable costs relating to the person holding such position (for example professional indemnity insurance), where such is not provided by the organisation concerned. Personal items like clothing, suits, etc are covered by the money in rules 49.1 and 49.2 above.

49.5 In cases where extended leave or absence is required, then the matter shall first be discussed with the National Secretary before the person commits themselves to such leave of absence.

49.6 If a Union representative on an outside body wishes to stand as Chairperson or Deputy Chairperson of that body, they must gain the permission to do so from the National Officers of the Union. A Chairperson shall be remunerated at a level agreed to by the National Executive.

49.7 These rates are to be reviewed again in 2025 and subsequently every four (4) years thereafter.

50. SOLIDARITY & INTERNATIONAL DELEGATES FUND (SIDF)

50.1 The Union will operate the Solidarity & International Delegates Fund (SIDF).

50.2 At the National Executive's discretion each year, the SIDT will be funded from the general account at the rate of up to 3% of the income received from members' subscriptions (excluding GST).

50.3 The SIDF shall be administered by the National Executive and is to be used in accordance with rule 4 (Purposes of the Union), specifically to foster the development of bona fide unionisation of those workers employed outside Aotearoa New Zealand by Aotearoa New Zealand dairy employers (or their successors) or their subsidiary companies, whether the Aotearoa New Zealand employer holds a majority shareholding or not.

50.4 The SIDF may also be used to assist international or domestic organising and solidarity campaigns that the National Executive deems to be appropriate involving or at the request of the IUF or the NZCTU or affiliated Aotearoa New Zealand trade unions.

50.5 The SIDF can be used for direct assistance by way of grants, loans, purchase of services from other bona fide unions or sympathetic or kindred organisations in Aotearoa New Zealand or other countries, or any other assistance in the pursuit of the objectives herein, as the National Executive may decide.

50.6 The SIDF can be used for the conferencing of delegates from such organisations from time to time and in such places, as and when, the National Executive considers appropriate.

50.7 The SIDF may be used to support the Union with costs incurred as a direct or indirect result of industrial action engaged in by the Union and its members where duly authorised by the National Executive.

50.8 As a general rule, the SIDF is not to be used for domestic-based officials of the Union in pursuit of the objectives of the SIDF.

51. ELECTION CAMPAIGN FUND

The Union will operate an ongoing Election Campaign Fund within the Union's accounts, funded from the general account at the rate of 0.8% of net income received from the Union's membership subscriptions. Such fund is to be used as the Union contribution to the CTU or other affiliates joint General Election Campaign as the National Executive may decide.

52. UNION SUBSCRIPTIONS

52.1 The Union member subscription is 0.6% of a member's gross taxable earnings excluding payments received for redundancy compensation, payout of accumulated sick leave, superannuation payments, delegate allowances, and honorarium payments.

52.2 No deduction will be made from the final pay of a member who terminates their employment and consequently also terminates their Union membership.

53. FINANCIAL POLICIES

The Union's Policy shall contain the following policies that are financial in nature.

53.1 The DWU shall make available to the CTU each financial year additional funds for special projects. Such amount shall be the difference between the CTU standard capitation and up to 2.5% of the net subscriptions the DWU budget receives from its membership.

53.2 All formal hearings i.e. Personal Grievances, Disputes, etc shall be carried out in consultation with the National Secretary, their delegated authority (except where it requires the possible expenditure of resources), then the National Executive must also be consulted.

53.3 The National Secretary shall be authorised to approve education courses for Officials and Delegates on Union and/or related matters if, in the opinion of the National Secretary, the participation in such courses will assist the Official or Delegate to better perform their Union duties. Providing however, such expenditure is less than $500 for each course and is within the Union's general education budget.

54. FUNCTION OF THE WELFARE FUND

Without limiting the generality of the provisions of this paragraph and in accordance with rule 55, the Welfare Fund may be used from time to time to:

54.1 Grant to Union members who by reason of sickness are absent from duty without pay or on reduced pay, such financial assistance as it thinks fit.

54.2 Assist any Union member in financial difficulties which it considers having been brought about by misfortune.

54.3 Assist financially the dependents of a deceased Union member.

54.4 Assist financially any Union member on the death of their spouse/partner or any dependent child of their family whether or not legally married, or de facto.

54.5 Assist financially any Union member who may be required to obtain special medical or surgical treatment for themselves or their spouse/partner or any child of their family.

54.6 To provide education grants and/or bursaries to any Union member or their spouse/partner or any child of their family.

55. ELIGIBILITY TO APPLY TO THE WELFARE FUND

55.1 Eligibility to apply for Hardship Grants is automatic to all financial Union members after three (3) months financial membership is completed, and to Union Life members.

55.2 Eligibility to apply for Education Grants is automatic to all financial Union members after three (3) months financial membership is completed, their spouse/partner, and their children 19 years of age or under (as at the closing date for applications for the Education Grants), and to Union Life members.

55.3 Eligibility to apply for Funeral Benefits is automatic to all financial Union members, their spouse/partner, and their children 18 years of age or under (as at the date the Welfare Committee receives their application), and to Union Life members.

55.4 For financial Union members whose employment is recurring on a fixed term, seasonal, or temporary nature, the three (3) months requirement for financial membership in rules 55.1 and 55.2 can be waived by discretion of the Welfare Committee when evidence of recurring fixed-term, seasonal, or temporary employment and financial membership can be proven by the member with their current employer. The decision of waiver of this requirement by the Welfare Committee is final and no correspondence will be entered into.

56. HARDSHIP GRANTS

56.1 Claims for Hardship Grants must comply with rule 55 and must be submitted on the official form to the Welfare Co-Ordinator or Welfare Convenor or Site Delegate. The official form must have all details completed and include evidence/proof of the claim (for example copies of power bills or mortgage/rent accounts).

56.2 In usual circumstances, the upper limit granted on any one claim shall be $650 except where the member has been dismissed and the Union is contesting that dismissal. In these cases, the Welfare Committee may grant a further increment of $650 ($1,300 in total). However, in extreme circumstances, by unanimous agreement of the Welfare Committee, the upper limits may be increased to an appropriate sum.

56.3 Outside of extreme circumstances (such as ongoing health issues), no more than two (2) Hardship Grants will be provided to the same individual in a financial year.

56.4 The Welfare Fund will not act as a Lending Agency.

56.5 The Welfare Committee shall have the power to apply conditions to Hardship Grants where it considers it appropriate.

56.6 Any requests for assistance arising from a natural disaster e.g. earthquake, flooding, landslide etc shall be referred to the National Executive for their consideration.

56.7 The Welfare Committee's decision is final and no correspondence will be entered into.

56.8 If the Welfare Committee cannot reach a majority decision on whether or not to award a Hardship Grant, the Hardship Grant application may be referred to the National Executive for final decision

57. FUNERAL BENEFITS

57.1 Claims for Funeral Benefits must be submitted on the official form to the Welfare Co-Ordinator or Welfare Convenor or Site Delegate. Upon receipt of the claim and if the conditions outlined below are met, the following Funeral Benefits will be paid in accordance with rule 55.3.

- On the death of a member or Union Life member: $3,500
- On the death of a spouse/partner: $2,000
- On the death of a dependent child 18 years or under: $2,000

57.2 A Funeral Benefit shall be paid immediately on proof of death to the Welfare Convenor's or Welfare Co-Ordinator 's satisfaction. For example, a death/Tangi notice bearing a Funeral Directors' name, or a newspaper death/Tangi notice, or a funeral/Tangi order of service shall constitute appropriate proof.

57.3 The Funeral Benefit shall be payable where the death occurs overseas and there are domestic domiciled next-of-kin who can receive payment of the Funeral Benefit.

57.4 If any Union member, their spouse/partner, or their children 18 years of age or under, or any Union Life member is diagnosed as being terminally ill, on providing appropriate proof of terminal illness to the Welfare Committee, they shall be entitled to request immediate payment of the Funeral Benefit in accordance with rule 57.1. If the applicant chooses this immediate payment option, no subsequent Funeral Benefit will be paid upon their death.

57.5 In accordance with rule 57.1, the Funeral Benefit shall be payable in the case of stillbirth, or a miscarriage provided the pregnancy has exceeded 20 weeks or more or the foetus is in excess of 400 grams or more. In both cases a birth certificate is required before payment can be made.

58. EDUCATION GRANTS

58.1 The Welfare Fund shall make available up to 50% of the Welfare Fund per annum for education purposes for Union members, spouses/partners, and their children in accordance with rule 55.2. The Welfare Committee will determine how the above sum is to be distributed between the two Education Grant allocations discussed in rule 58.2.

58.2 There will be two Education Grant allocations every financial year (1 April to 31 March). Applications for the first allocation will open on 26 May and close on 5 July each year and will be considered at the July meeting of the Welfare Committee, with the funds being available that calendar year. Applications for the second allocation will open on 17 November and close on 10 February each year and will be considered at the February meeting of the Welfare Committee, with the funds being available that calendar year. An applicant will only be eligible to receive one Education Grant per financial year. For example, an applicant cannot receive an Education Grant in July and then receive another Education Grant in February of the same financial year.

58.3 Education Grants must be used for educational purposes that are undertaken in the same calendar year as the Welfare Committee's February or July meetings (for example, an application to pay for costs incurred in a previous year will not be accepted).

58.4 Education Grants will generally be provided for the following educational purposes:

- Defined courses of study from established educational providers (for example, University, ITO or Tech courses);
- Special educational events or activities;
- Support for special educational requirements or assistance (for example, extra tuition for learning difficulties).

58.5 The Welfare Committee's decision is final and no correspondence will be entered into.

59. REDUNDANT UNION MEMBERS

Any Union member who is made redundant for whatever reason or whose employment is terminated due to hospitalisation, sickness or accident, shall retain the benefits of the Welfare Fund for six (6) calendar months after their employment is terminated, provided they remain unemployed during that time.

60. STRIKE COMMITTEE WELFARE

60.1 After an Employer's decision to lockout members has been formally notified to the Union, or the affirmative decision to take strike action has been made by the Union, depending on the size and number of workers within the site or factory, a committee will be formed responsible for alleviating member hardship by the provision of food and vegetables to the families of those workers involved in the strike situation.

60.2 The committee will be allocated up to $10,000 for this purpose from the Welfare Fund, a member of the strike committee will be made responsible for keeping account of this sum and the manner in which it is spent, providing dockets and receipts to this end and keeping all records regarding the proof of expenditure, also the accounting of all monies to the satisfaction of the Union's Auditor. Further sums may be made available if required by the Welfare Committee.

61. EXECUTION OF AN INSTRUMENT OR ENTERING INTO A DEED

The execution of a Legal Instrument or entering into a Deed by the Union shall only be done by way of a witnessed signature by both of the National Secretary (or Assistant Secretary in their absence) and the National President (or National Vice-President in their absence). Each signature shall be witnessed by a Solicitor of the High Court, a Justice of the Peace, or a Deputy Registrar at a Court.

62. SCHEDULES

The Schedules to the Constitution are:

Schedule I: Duties and Powers of Officers, National Officers, & Officials
Schedule II: Election & Ballot Procedures
Schedule III: Standing Orders
Schedule IV: Appointments Register

63. MATTERS NOT PROVIDED FOR

Any matter not provided for in the Constitution shall be decided by the AGM or National Executive.

64. SIGNATORIES

This Constitution is signed in accordance with the Incorporated Societies Act 2022.

Signed for and on behalf of the NEW ZEALAND DAIRY WORKERS UNION – TE RUNANGA WAIŪ INCORPORATED:

_____ **Date:**_____

Mark Holmes
DWU National President

_____ **Date:**_____

Chris Flatt
DWU National Secretary

SCHEDULE I – DUTIES & POWERS OF OFFICERS, NATIONAL OFFICERS, & OFFICIALS

1. GENERAL

1.1 The Unions' Officers shall, at all times, act effectively and efficiently within the Constitution and Policies and in a manner which will advance the interests of members and bring good credit upon the Union.
1.2 The National Officers (National President, National Vice President, and National Secretary,) shall be entitled to attend and speak at any meeting of the Union.

2. NATIONAL PRESIDENT

The National President shall supervise the affairs of the Union, including;
2.1 Chairing the AGM, Biennial National Conference, National Executive meetings and any other National meeting as required;
2.2 Ensuring that all lawful instructions of the AGM, Biennial National Conference, and National Executive are carried out;
2.3 Performing such other lawful duties as are usual for the office of National President.

3. NATIONAL VICE PRESIDENT

The National Vice President shall:
3.1 Render assistance to the National President.
3.2 In the absence of the National President, they shall have all the powers and shall carry out all the duties of the National President, provided that if the National President and National Vice President are both absent, the members present shall appoint one (1) of the members to be chair of the meeting, and while so acting they shall have all the powers and carry out the duties of the National President.

4. NATIONAL SECRETARY

The National Secretary shall be appointed/dismissed by the National Executive . The terms of the National Secretary's employment shall be in accordance with their Employment Contract. Their duties shall be as per the Job Description.

5. ALL OTHER UNION APPOINTMENTS

5.1 The final decision on all DWU staff appointments, dismissals, or terminations, shall be made by the National Secretary (or the Assistant Secretary, if the National Secretary directs this or is unavailable). Such decisions are subject to the provisions set out below.
5.2 In the case of an appointment to an Assistant Secretary, Organising Director, In-house Legal position, National Industrial Staff role, or Finance and/or Administration Manager role, the National President (or Vice-President if the National President is unavailable) is required to participate in the Selection Process.
5.3 In the case of an appointment to an Area Organiser role, the National Secretary must appoint a member of the National Executive from that area to participate in the Selection process.
5.4 In the case of an appointment to an Administration role, the National Secretary must consult the National President before the appointment is made.
5.5 Any person who is involved in deciding an appointment shall declare any conflict of interest (i.e. relationships to applicants) to all others who are involved in the selection or consultation processes.
5.6 Staff duties shall be as per their job description.
5.7 In the case of a disciplinary procedure (or other procedure or meeting) for which a Staff member has been informed by the National Secretary (or the Assistant Secretary where the National Secretary directs or is unavailable) that there may be a dismissal or termination outcome, the National President (or Vice-President if the National President is unavailable) is entitled to participate in the procedure or meeting.

SCHEDULE II – ELECTION & BALLOT PROCEDURES

1. ELECTION PROCEDURES GENERALLY

1.1 **Types of Ballot**

Every election in the Union shall be held by:
(a) Secret postal and/or secret electronic ballot;
(b) Secret ballot at site meetings;
(c) Ballot of voting AGM Delegates;
(d) Ballot of the Worksite Women's Delegates of the regions defined in rule 14.2(d).
whichever is specified in the Constitution.

1.2 **Returning Officer**

(a) For each election, the National Executive or Site Committee shall appoint a Returning Officer, who shall not be a candidate for any office to be filled.
(b) The Returning Officer shall be notified by the appropriate controlling body of the election and provided with the register of members entitled to vote in that particular election.
(c) The Returning Officer shall do all things they consider necessary for the fair and proper conduct of the election.
(d) Where an election is to be held by ballot at site meetings or in other circumstances where the Returning Officer cannot personally carry out all their duties in terms of the Constitution, the Returning Officer may appoint assistants as needed. The assistants shall carry out all the instructions of the Returning Officer. No assistant shall be a candidate for any office to be filled.

1.3 **Nominations**

(a) Except in the case of delegate (site and departmental) and Representative Committee elections when fourteen (14) days' notice shall be given, at least twenty-eight (28) days before nominations close the Returning Officer shall give reasonable notice of the election to each member entitled to vote. In such notice, the Returning Officer shall call for nominations, specifying the closing date and times and advise details of the election process.
(b) The notice to members may be by way of individual notice and/or appropriate advertising. The Returning Officer shall make every effort to ensure proper worksite publicity, particularly by way of notice posted on notice boards throughout a site and/or by appropriate electronic communication.
(c) Nominations shall be in writing in the form prescribed or provided by the Returning Officer. Each nomination shall require a nominator and seconder and their signatures, and the signed consent of the nominee. The nominator and seconder must both be members of the Union. In the case of Regional, Site or Departmental elections, all three (3) members discussed above (nominee, nominator, seconder) must also be members in the respective Region, Site or Department.
(d) If only one (1) valid nomination is received for a position, the Returning Officer shall declare that nominee elected unopposed. If more than one (1) valid nomination is received, an election shall be held.
(e) In the case of nominations for Officer roles, nominees will be required to sign a declaration stating that they are not disqualified by law from holding office as an Officer of a Society (under the ISA 2022).

1.4 **Manner of Election**

Elections shall be held in the following ways:
(a) For the National President and National Vice President elections, by secret ballot of all AGM voting delegates attending the AGM by the preferential voting method (50% + 1 of eligible votes cast), pursuant to rule 13.2 herein.
(b) For National Executive regional representatives, by secret ballot of all AGM voting delegates attending the AGM from that region by the preferential voting method (50%+1 of eligible votes cast), pursuant to rule 14.2(d) herein. Where there are two (2) regional representatives to be elected, the process shall be the following:

(i) A ballot for the first National Executive regional representative position shall be held by the preferential voting method. The winner of this first ballot will be the candidate who receives 50%+1 of eligible votes cast pursuant to rule 14.2(d);

(ii) A ballot for the second National Executive regional representative position shall be held by the preferential voting method. The winner of the first ballot is not entitled to cast their sites votes in the second ballot. The winner of this second ballot will be the candidate who receives 50%+1 of remaining eligible votes cast pursuant to rule 14.2(d).

(c) For the National Executive North Island and South Island non-Fonterra representatives, by preferential voting ballot of the eligible AGM voting delegates attending the AGM from those areas, pursuant to rules 14.2(f) and (g) herein.

(d) For Women's Committee Representatives, by secret preferential electronic ballot of all members who identify as female from each of the Union's four regions as defined in rule 14.2(d) pursuant to rules 15.1(a) and 15.1.3(a). When a ballot has multiple candidates, it will be conducted by exhaustive balloting until there is a clear majority winner/s (based on ballots cast).

(e) For Runanga Representatives, by secret preferential electronic ballot of all members who identify as Tangata Whenua Māori from each of the Union's four regions as defined in rule 14.2(d) pursuant to rules 15.2.1 and 15.2.4. When a ballot has multiple candidates, it will be conducted by exhaustive balloting until there is a clear majority winner/s (based on ballots cast).

(f) For Youth Committee Representatives, by secret preferential electronic ballot of all members 35 or under from each of the Union's four regions as defined in rule 14.2(d) pursuant to rule 15.3.1 herein.

(g) For Pasefika & Ethnic Minorities Komiti members, by secret preferential electronic ballot of all members who identify as Pasefika and/or from the Ethnic community from each of the Union's four regions as defined in rule 14.2(d) pursuant to rules 15.5.1 and 15.5.4. When a ballot has multiple candidates, it will be conducted by exhaustive balloting until there is a clear majority winner/s (based on ballots cast).

(h) For National Executive casual vacancies by secret preferential electronic ballot of the AGM delegates from those areas, pursuant to rule 14.2(d) herein.

(i) For Site Delegates and representatives, by secret ballot at a site meeting or meetings.

(j) For Departmental Delegate, by secret ballot of a meeting of their department.

(k) For the Union's Life Member representative to the AGM, by duly notified meeting by way of teleconference or online meeting or other appropriate electronic method, of all current Life Members of the Union.

1.5 **Conduct of Ballot**

(a) Each candidate and the body that appoints the Returning Officer may appoint scrutineer(s) to watch the ballot, and the Returning Officer shall afford such scrutineer(s) all reasonable facilities for doing so.

(b) In the case of the National President and National Vice President elections, voting shall be conducted at the AGM. Nominations shall close 28 days prior to the commencement of the AGM where the voting shall take place.

(c) In the case of National Executive members, voting shall be conducted at the AGM. Nominations shall close 28 days prior to the commencement of the AGM where the voting shall take place.

(d) In the case of Site Delegates and Representative Committees, voting shall begin not earlier than seven (7) days after nominations close and the election shall be completed not later than 21 days after nominations close.

(e) (i) In the case of a secret preferential electronic ballot, the Returning Officer shall have delivered or forwarded to each member entitled to vote, a ballot paper clearly showing the names of the candidates for election. It must state the method of voting, the time within which the ballot paper is to be returned, and the address to which it is to be returned.

(e) (ii) The National President and National Vice President ballot should (where there are more than two (2) candidates) be conducted by a preferential vote (on the ballot paper) and run (by distributing the lowest polling candidate's voter preference) until there is a clear majority winner of valid votes cast.

(f) The ballot paper may be accompanied by a document, giving brief personal details supplied by the candidates. In this event, the Returning Officer must offer the candidates equivalent space in the document.

(g) In the case of a ballot to be held at a site meeting or site meetings, the Returning Officer shall ensure that at least seven (7) days' notice is given, by notice on notice boards throughout each site concerned and any other available electronic or telecommunication means, of the candidate/s for election, the place/s, date/s and time/s of the meeting/s on the site/s concerned, and the procedure for obtaining special votes for members unable to attend.
(h) In a site meeting ballot, a ballot paper shall be supplied by the Returning Officer or their assistant to each eligible member who attends a meeting called to conduct the ballot or applied prior to the meeting for a special vote in accordance with the duly notified procedure. The Returning Officer or their assistant shall, on issuing the ballot paper, delete the members name from a current membership roll of the site concerned.
All completed ballot papers shall be placed in a locked ballot box, which shall not be opened until after the ballot closes. The votes shall be counted by the Returning Officer in the presence of the scrutineer appointed by the candidates and/or the controlling body.
(i) As soon as possible after the ballot closes, the Returning Officer shall count the votes and, setting aside all informal papers, shall declare the highest polling candidate/s elected.
Where there is an equal number of votes between candidates and the addition of a vote would entitle any of those candidates to be declared elected, the Returning Officer shall determine by lot which candidate shall be elected.
(j) The ballot shall be conducted in every respect so as to ensure secrecy of voting. The requirements of the Acts as to the preservation and safe custody of the ballot papers and other papers issued in connection with it shall be strictly complied with. Such papers shall be securely preserved at the Registered or area office of the Union (whichever is appropriate) for at least one (1) year after the completion of the ballot.

2. ELECTION OF NATIONAL PRESIDENT AND NATIONAL VICE PRESIDENT

2.1 The National President and National Vice President shall each be elected for a four-year term, commencing immediately at the conclusion of the AGM where the election took place and ending at the conclusion of the AGM four (4) years later.
2.2 To be eligible for nomination and to hold the position, a member must be a voting delegate to the AGM.
2.3 The National Secretary and paid Officials/Staff shall not be eligible for nomination to the positions of National President and National Vice President

3. ELECTION OF NATIONAL EXECUTIVE MEMBERS

3.1 The National Executive members shall be elected for a four-year term, commencing immediately at the conclusion of the AGM where the election took place and ending at the conclusion of the AGM four (4) years later.
3.2 To be eligible for nomination and to hold the position, a person must be a voting delegate to the AGM.

4. ELECTION OF SITE REPRESENTATIVES

4.1 Site elections shall be held during the months of February or March with the term commencing immediately after the election is declared and ending immediately prior to the next succeeding election for that.
4.2 The Site Delegate and Deputy Site Delegate shall be elected for a maximum three-year term but in alternative years.
4.3 Departmental Delegates to the site committee shall each be elected for a three-year term in alternative years to the elections held in accordance with clause 4.2 above.
4.4 The Site Committee shall appoint or re-appoint the Site Returning Officer during the month of January each year.
4.5 Any member of the Union on the site at the date that nominations close may be nominated to the positions of Site Delegate, Deputy Site Delegate. Any member on the site may be nominated as a Departmental Delegate to the Site Committee (as long as they comply with the requirements outlined in Schedule II, clause 1.3(c) above).

4.6 The Site Returning Officer shall ensure that each candidate has an opportunity to address a site meeting.
4.7 A Site Delegate must work in the Aotearoa New Zealand Dairy Industry on the site which they represent.

Transitional Arrangements

The DWU National Congress endorses a review of the DWU Rules relating to the election of site representatives with particular focus on how the Union incorporates the appropriate use of electronic communication and voting methods within site representative elections. To assist this work, the DWU National Congress endorses the establishment of a DWU National Executive working group to review the DWU Rules in relation to election of site representatives and to run several trials of potential new voting methodology before the 2025 National Congress [AGM/Biennial National Conference]. Accordingly, the National Congress authorises these trials to be undertaken in accordance with voting methods proposed by the working group and for these election results to be duly authorised by the Congress. The working group will then prepare specific rule remits to be brought to the 2025 National Congress [AGM/Biennial National Conference].

5. OTHER QUESTIONS TO BE DECIDED BY BALLOT

Any question requiring to be put to a secret ballot of members shall be conducted in like form of that for an election, and clause 1.1 above shall apply with any necessary modifications. Such modifications may include:
(a) Compressing the time limits as appropriate (e.g. if in terms of Standing Order 6(d), a secret ballot is required on a motion being debated at the meeting, the secret ballot should normally be taken at the meeting itself, with less formal ballot papers than would usually be the case);
(b) The appointment of scrutineer by any member or members recognised by the Returning Officer as having a greater concern in the result of the ballot than members generally.

SCHEDULE III – STANDING ORDERS

1. ORDER OF BUSINESS

The order of business shall generally be:

(a) Apologies;
(b) Roll Call (only necessary at committee meetings);
(c) Reading and Confirmation of Minutes;
(d) Correspondence, Outward and Inward;
(e) Reports;
(f) Accounts and other financial matters;
(g) Business held over from previous meetings;
(h) Notices of motion of which previous notice has been given;
(i) General Business.

2. SIGNING OF MINUTES

The Chair shall sign all confirmed Minutes.

3. MOTIONS AND AMENDMENTS

(a) A motion is a formal proposal for consideration by a meeting. A motion shall not be discussed unless it is both moved and seconded.
(b) Except when moved by the Chair, all motions shall be seconded. Any motion not seconded shall lapse without discussion.
(c) Once a motion is before the meeting, it may be withdrawn only if the mover and seconder agree that it should be so.
(d) A motion may be amended by striking out and/or adding certain words.
(e) An amendment must deal with the same subject matter as the original motion. If it has the effect of negating the substance of the original motion, it is out of order.
(f) Only one (1) amendment shall be discussed at the one time.
(g) If an amendment is carried, it shall take the place of the original motion (i.e. become the substantive motion).
(h) If an amendment is lost, other amendments may follow.
(i) No member shall move or second an amendment if they have moved or seconded the original motion or a previous amendment.

4. NOTICES OF MOTION

(a) A Notice of Motion is a notice given by a member that they wish a motion to be placed on the agenda of a future meeting for discussion and decision.
(b) A member shall give Notice of Motion for a future meeting by:
(i) Reading it aloud at a previous meeting and then handing it in writing to the Chair; or
(ii) Giving at least seven (7) days' notice in writing to the National Secretary.
(c) No resolution recorded in the minutes shall be rescinded unless such notice of the proposed rescission has been given.
(d) Notices of Motion shall be taken in the order in which the notice is given of them, but a motion shall lapse if the mover is not present when it is called or if it is not seconded by some other member.

5. CONDUCT OF DEBATE

(a) Members speaking at a meeting shall stand while doing so (unless the meeting is a small one) and address their remarks to the Chair.

(b) If two (2) or more speakers desire to speak, the Chair shall at once decide who has the floor.

(c) The Chair shall confine each speaker to the subject under debate.

(d) No more than two (2) members shall speak in succession either for or against any motion before the meeting, and if at the conclusion of the second speaker's remarks no member wants to speak on the other side, the motion shall be put to the vote.

(e) The seconder of a motion or amendment may do so pro forma and reserves their right of speaking to the question until later.

A member can only speak once upon any question before the meeting except:

(i) To reply as the mover of the motion;

(ii) To raise a point of order.

(f) The mover of any original motion may have ten (10) minutes to speak in moving the motion and five (5) minutes to reply. No other member shall be allowed to speak for more than five (5) minutes at any one time.

6. VOTING

(a) Except when a card vote is used, voting at all meetings shall be on the basis of one (1) person, one (1) vote.

(b) Voting at a meeting shall be by the voices (except when a card vote is used).

(c) Any member present may demand a division by way of a show of hands, or the Chair may so decide if they are uncertain as to a decision on the voices.

(d) Voting by secret ballot at a meeting shall be carried out if a formal motion to that effect is passed by the meeting.

(e) (i) A card vote shall be used at the AGM during any election ballot or when one or more AGM delegate so requests. In such cases each delegate shall exercise one (1) vote for each financial member employed on the site/s they represent.

(ii) It shall be permissible for delegates to vote according to mandate from their site/s on a particular issue or election, or to cast a split vote which reflects their sites actual voting results on that issue or election, except for National Executive member elections.

(iii) A site delegate committee can requisition the voting record of their AGM delegate.

(f) Any person who simultaneously holds more than one (1) vote bearing office shall nonetheless be entitled to exercise only one (1) deliberative vote.

7. ACTING CHAIRPERSON

Notwithstanding 6(f) the Chair may request, or the meeting may appoint, a voting member of the meeting to take the Chair temporarily as Acting Chairperson. The Acting Chairperson will be entitled to their normal vote and the Chairs' casting vote.

8. POINT OF ORDER

(a) A point of order is a member drawing to the Chairs' attention something the member considers to be a breach of order. A point of order may not be raised simply to express a difference of opinion or to contradict a speaker.

(b) The following shall be recognised as breaches of order:

(i) The violation of any Standing Order;

(ii) Discussion of a question not before the meeting;

(iii) Misrepresentation of any statement made by a member; and

(iv) The use of offensive language.

(c) On a point of order being raised, any other member speaking shall sit down. The Chair shall then invite the member raising the point of order to speak to it, which the member will do clearly and succinctly, and then sit down.

(d) The Chair shall then decide the matter promptly. The Chairs' ruling will then be final unless challenged immediately by formal motion to the meeting.

9. CHALLENGE TO CHAIR'S RULING

(a) Any ruling of the Chair (including on a point of order) may be challenged by the motion "That the Chairpersons' ruling be disagreed with".

(b) The Chair shall, immediately the motion has been seconded, vacate the Chair in favour of an Acting Chairperson.

(c) Only the mover and seconder of the motion may speak to it and the Chairperson may reply.

(d) After the Chairperson has replied, the motion shall be put to the vote without further discussion in the following form:

"That the Chairpersons' ruling be upheld."

If this motion is lost, upon resuming the Chair, the Chair shall give a different ruling to that disagreed with.

10. BEHAVIOUR OF MEMBERS

Any member disrupting the meeting (refusing to obey rulings from the Chair, persistently infringing Standing Orders, or engaging in disorderly conduct) shall be warned by the Chair that further disruption will result in their expulsion from the meeting. Upon such further disruption occurring, the Chair shall expel the member from the meeting.

11. SUPERSEDING MOTIONS

The following motions:

- May not be moved or seconded by members who have already spoken on the question under discussion;
- May not be moved while another member is speaking;
- May not be moved by a member at the end of their speech;
- Shall require the support of a two-thirds majority of the members at the meeting to be carried.

(a) "That the motion (or amendment) be now put"

Note This is the motion most commonly referred to as "the closure motion".

(i) If it is carried, the motion or amendment shall be put immediately, provided that the mover of the motion or amendment may exercise a right of reply.

(ii) If it is carried on an amendment, debate on the original motion shall resume.

(b) That the meeting proceed to the next business".

(i) If it is carried on a motion, it terminates debate on the motion for that meeting.

(ii) If carried on an amendment, debate on the original motion shall resume.

(c) "That the meeting be adjourned".

(i) If the motion does not state the time and date to which the meeting is desired to be adjourned, the adjournment shall be to the next ordinary meeting.

(ii) If the motion does state the time and date of adjournment, amendments may be proposed to such time and date.

(iii) If the motion is carried, the meeting shall be adjourned immediately.

12. SUSPENSION OF STANDING ORDERS

Standing Orders, or any of them, relating to the order of business, notices of motion, and conduct of debate may be suspended for the time being by a resolution carried by a two-thirds majority of members at the meeting.

13. MATTERS NOT PROVIDED FOR

These standing orders do not cover every situation. Any matter not provided for in them shall be decided by the Chair in accordance with normal meeting procedure.

SCHEDULE IV - APPOINTMENTS REGISTER

POSITION	REGION	NAME	STARTED	TERM	DUE
National President		Mark Holmes	Jun-25	4 years	Jun-29
National Vice President		Tracey Anderson	Jun-25	4 years	Jun-29
National Executive	Northern	Rima Strickland	Jun-25	4 years	Jun-29
	Northern	Barrie Kanara	Jun-25	4 years	Jun-29
	Waikato/BOP	Chris Jones	Jun-25	4 years	Jun-29
	Waikato/BOP	Sue Norman	Jun-25	4 years	Jun-29
	Central North Island	Dan Simon	Jun-25	4 years	Jun-29
	Central North Island	Karen Murphy	Jun-25	4 years	Jun-29
	Southern	Darryl Smith	Jun-25	4 years	Jun-29
	Southern	Diamond Lill	Jun-25	4 years	Jun-29
	North Island Non-Fonterra	Rob Nixon	Jun-25	4 years	Jun-29
	South Island Non-Fonterra	Dan Tauwhare	Jun-25	4 years	Jun-29
	Women's Committee Rep	Camille Rondon	Mar-25	4 years	Mar-29
	Runanga Rep	Anaru Jacobson	Mar-25	4 years	Mar-29
	Youth Committee Rep	Cameron Severinsen-Ross	Mar-25	4 years	Mar-29
	Pasefika & Ethnic Minorities Komiti Rep	AJ Johnson	Mar-24	5 years	Mar-29
Grievance Committee	Officers Rep	Chris Flatt	Jun-25	4 years	Jun-29
	National Executive Rep	Rima Strickland	Jun-25	4 years	Jun-29
	Union Staff Rep	Richard Everson	Jun-25	4 years	Jun-29
	National Congress Rep	Grant Barrett	Jun-25	4 years	Jun-29
National Returning Officer		Barrie Kanara	Jun-25	4 years	Jun-29
DISS Director		Mark Apiata-Wade	Jun-25	3 years	Jun-28
UniMed Director		Chris Flatt	Oct-25	3 years	Oct-28
Life Member Rep		Bunter Johnston	Mar-25	4 years	Mar-29
DWU Welfare Committee	National Vice President (Convenor)	Tracey Anderson	Jun-25	4 years	Jun-29
	National Secretary	Chris Flatt	Jun-25	4 years	Jun-29
	National Executive Rep	Barrie Kanara	Jun-25	4 years	Jun-29
	AGM Rep	Rob Nixon	Jun-25	4 years	Jun-29
	AGM Rep	Allan Hill	Jun-25	4 years	Jun-29
DWU Women's Committee	Northern	Iona Ngapera	Mar-25	4 years	Mar-29
	Northern	*Vacant*	Mar-25	4 years	Mar-29
	Waikato/BOP (Convenor)	Camille Rondon	Mar-25	4 years	Mar-29
	Waikato/BOP	*Vacant*	Mar-25	4 years	Mar-29
	Central North Island	Sheena Waite	Mar-25	4 years	Mar-29
	Central North Island	Amy Wolfenden	Mar-25	4 years	Mar-29
	Southern	Vivien Leslie	Mar-25	4 years	Mar-29
	Southern	Emma Thomas	Mar-25	4 years	Mar-29
DWU Runanga	Northern	Kim Phillips	Mar-25	4 years	Mar-29
	Northern	Glenn Stirling	Mar-25	4 years	Mar-29
	Waikato/BOP	Reef Johnson	Mar-25	4 years	Mar-29
	Waikato/BOP	*Vacant*	Mar-25	4 years	Mar-29
	Central North Island (Convenor)	Anaru Jacobson	Mar-25	4 years	Mar-29
	Central North Island	Te Aho Albert	Mar-25	4 years	Mar-29
	Southern	David Hemopo	Mar-25	4 years	Mar-29

	Southern	Paetau Wynyard	Mar-25	4 years	Mar-29

POSITION	REGION	NAME	STARTED	TERM	DUE
DWU Youth Committee	Northern	Zedra Daniel	Mar-25	4 years	Mar-29
	Northern	Kishan Sanmogam	Mar-25	4 years	Mar-29
	Waikato/BOP	Jonty Hogg	Mar-25	4 years	Mar-29
	Waikato/BOP	Bethany-Rose Erutoe	Mar-25	4 years	Mar-29
	Central North Island (Convenor)	Cameron Severinsen Ross	Mar-25	4 years	Mar-29
	Central North Island	Finn Booker	Mar-25	4 years	Mar-29
	Southern	Matthew Davis	Mar-25	4 years	Mar-29
	Southern	Kian Coughlan	Mar-25	4 years	Mar-29
DWU Pasefika & Ethnic Minorities Komiti	Northern (Convenor)	AJ Johnson	Mar-24	5 years	Mar-29
	Northern	Charlie Vea	Mar-24	5 years	Mar-29
	Waikato/BOP	Rhonda Stokes	Mar-24	5 years	Mar-29
	Waikato/BOP	*Vacant*	Mar-24	5 years	Mar-29
	Central North Island	Dharminder Toora	Mar-24	5 years	Mar-29
	Central North Island	Buddhike Wijerathne	Mar-24	5 years	Mar-29
	Southern	*Vacant*	Mar-24	5 years	Mar-29
	Southern	Hayley Kwon	Mar-24	5 years	Mar-29