

**New Zealand Meat Workers Union
Alliance Lorneville Sub-Branch**



10060966277

24 / 2 / 2012

The Registrar
Friendly Societies & Credit Unions
Wellington

REGISTERED NUMBER 774

The last amendment of the Society's rules was registered on 24 May 2001.

This complete amendment of the Rules of the Alliance Mutual Benefit Society was approved by members at the Annual General Meeting held on 23 February 2012

We declare that the amendments have been duly made in accordance with the rules of the Alliance Mutual Benefit Society and to the best of our knowledge and belief, are not contrary to the Friendly Societies and Credit Unions Act 1982 or any relevant legislation.

Name	Signature	
<u>PAUL LYNCH</u>	<u>[Signature]</u>	Trustee
<u>BEVAN CLARK</u>	<u>[Signature]</u>	Trustee
<u>DEAN RONALD</u>	<u>[Signature]</u>	Trustee

Bob Blackie
Union Secretary

Registered this 2nd day
of March 2012
[Signature]
Deputy Registrar of Friendly
Societies and Credit Unions

NATIONAL BROODING
CENTRE
- 2 MAR 2012
RECEIVED



Alterations to the Rules

2. The word 'death' is to be added in to the second line after the words "in the cases of".

The reason for this is to include all of the Society's purposes in the rules

5. Delete the words "through the committee member representing the department of the claimant" so that Rule (b) will read "Applications for benefits must be made in writing to the Secretary of the Society".

The reason for this is to allow direct contact between the Society and the claimant for purposes of privacy and confidentiality

Appendix A – Schedule of Benefits

- The following paragraph is to be added at the beginning of the Appendix:

At the discretion of the Committee, the following benefits may be payable to the members of the Society. The Committee has the power to reduce the sums payable to members should financial constraints on the Fund require this.

The reason is to bring the Mutual Benefit Society in line with current regulations and to ensure that the Society maintains financial control should it be necessary to amend payments due to lack of funds.

- Payment amounts amended to reflect the increase as agreed to by the AGM in 2010

The Motion

N. HAINES moved that the amendments to the Rules of the Alliance Mutual Benefit Society as described by the Union Secretary be accepted.

Seconded by D. HAYES

Show of hands
CARRIED

23/2/2012

ALLIANCE MUTUAL BENEFIT SOCIETY RULES

1. NAME

The Society shall be known as the Alliance Mutual Benefit Society and shall be registered under the Friendly Societies and Credit Unions Act 1982 (hereinafter referred to as "the Act").

2. OBJECTS

The objects of the Society shall be to afford relief to the employees of the Alliance Group Limited Lorneville Plant in cases of death, sickness and off-work accidents

3. MEMBERSHIP

All financial members of the Alliance Lorneville Sub-branch of the New Zealand Meat Workers and Related Trades Union Incorporated shall be eligible to join the Society.

4. REGISTER OF MEMBERS

(a) The Society shall set up and maintain an indexed register for each separate category of its members showing:

- (i) The name and address of each member
- (ii) The date on which any member joined the Society or Branch
- (iii) The date on which any person ceased to be a member
- (iv) Such other particulars as may from time to time be prescribed by the Register

(b) The register shall be kept at the registered office of the Society, the Alliance Lorneville Union Office, and shall be open to inspection during ordinary office hours by any member of the Society

5. CONDITIONS OF ENTITLEMENT TO BENEFITS

(a) Any member whose subscription is in arrears shall not be entitled to any benefit

(b) Applications for benefits must be made in writing ~~through the committee member representing the department of the claimant~~ to the Secretary of the Society

(c) A Doctor's Certificate must be produced with each claim

(d) Benefits shall only be payable at the Union Office

(e) Unless the committee, in its sole absolute and unfettered discretion, shall decide that exceptional circumstances exist no benefit shall be paid unless the claimant has been a member of the Society for seven (7) days.

(f) No subsequent claim shall be met unless the claimant has worked a further seven (7) days after receiving a clearance

(g) All claims must be lodged within ten (1) days from the time of disability



AGM 23 February 2012

- (h) Any member of the Society who terminates his employment ceases to be eligible and no claim can be recognised
- (i) The committee has the right to make special payments. Each case shall be treated individually, depending on the circumstances.

6. SUBSCRIPTIONS

The weekly subscription payable by members shall be such sum as shall from time to time be fixed by members at the Annual General Meeting.

7. MEETINGS

- (a) **Annual General Meeting** - The Annual General Meeting of the Society shall be held in February of each year on at least seven (7) days' notice and shall elect the Trustees of the Society.
- (b) **Special General Meeting** - These shall be called on fourteen (14) days' notice whenever at least ten (10) members of the Society so request the Secretary of whenever the Committee so resolves. The notice shall specify the business to be dealt with at the meeting.
- (c) The notice required under paragraphs (a) and (b) of this rule shall be displayed in a prominent place at the office of the Alliance Lorneville Sub-branch of the New Zealand Meat Workers and Related Union.
- (d) The quorum of any meeting of the Society shall be ten (10) members.
- (e) A majority vote only shall be necessary to pass any resolution at any meeting of the Society.
- (f) Members whose subscriptions are in arrears shall not have the right to vote at any meeting of the Society.

8. ALTERATION OF RULES

These rules may be altered or amended and new rules may be made by any General Meeting of the Society provided that no such alteration, amendment or new rule made shall be valid until it has been registered.

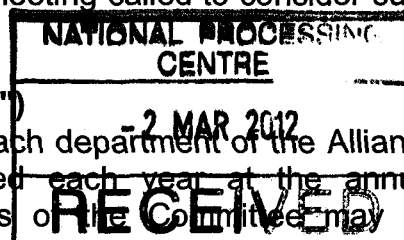
9. TRUSTEES

There shall be three (3) Trustees of the Society in whom all the assets and funds of the Society shall be vested. The Trustees shall be elected at the Annual General Meeting and shall include one member of the executive of the Alliance Group Limited Lorneville Plant and one Union Delegate.

Any vacancies arising among the Trustees shall be filled at a Special General Meeting to be called as soon as practicable after the vacancy arises. Any Trustee or Trustees may be removed by a Special General Meeting called to consider such removal.

10. COMMITTEE OF MANAGEMENT ("The Committee")

The Committee shall consist of one member from each department of the Alliance Group Ltd, Lorneville Plant, and shall be elected each year at the annual departmental meeting. Any member or members of the Committee may be



removed at any Special General Meeting of the Society, and any member so removed shall be replaced by a majority vote at a departmental meeting or at a subsequent Special General Department Meeting to be held as soon as possible thereafter.

11. OFFICERS

The Committee shall as soon as possible after its election in each year elect a Chairman, Secretary and a Treasurer. Any officer of the Society may be removed by any Special General Meeting of the Society and any officer so removed shall be replaced by a majority vote at that meeting or a subsequent Special General Meeting to be held as soon as practicable thereafter.

12. OFFICERS REQUIRED TO GIVE SECURITY

Before taking upon himself the execution of his office, every officer of the Society having receipt or charge of money shall give security in the following manner for his rendering a just and true amount of all sums of money received and paid by him on account of the Society at such times as the rules appoint, or as the Society or its Trustees or Committee require him to do, and for the payment by him of all sums due from him to the Society:

- (a) By becoming bound with at least one surety in such form of bond as may from time to time be prescribed by the Registrar of Friendly Societies and Credit Unions (hereinafter referred to as "the Registrar") for the purpose; or
- (b) By giving the security of a Guarantee Society -

In such sum as the Registrar may from time to time recommend, or in the absence of such recommendation, as the Society directs.

13. HONORARIUM

The Chairman and Secretary in each year may be granted an honorarium. Such payment shall be fixed by the Committee and shall be subject to review at the Annual General Meeting each year.

14. PROCEEDINGS OF COMMITTEE

Subject to the rules, the Committee shall regulate its own business and procedures as it sees fit.

15. BRANCHES

There shall be no branches of the Society.

16. ACCOUNTS AND AUDIT

- (a) **Financial Year** - the end of the financial year shall be 30 September in each year
- (b) **Books and Records** - a record of all meetings claims, expenditure and income shall be kept. The accounts of the Society are to be audited at the end of each financial year
- (c) A qualified auditor shall be appointed by the Society each financial year to audit its accounts and balance sheet for that year.

17. INVESTMENT OF FUNDS

The Trustees of the Society may, with the consent of the Committee or of a majority of the members of the Society present and entitled to vote in General Meetings, from time to time invest the funds of the Society, or any part thereof, to any amount in any of the following ways:

- (a) In any New Zealand Government securities or any securities guaranteed by the Crown
- (b) In any investment authorised under all the provisions (except subsection (1) (a) of Section 4 of the Trustee Act 1956
- (c) In any other security that may from time to time be approved by the Minister, subject to such terms and conditions as he may specify
- (d) In any land or thing authorised under Section 57 of the Act
- (e) In a credit union pursuant to Section 109(3) of the Act.

18. DISPUTES

- (a) Every dispute shall be decided in the manner hereinafter following and in no other manner
- (b) Any member or any person claiming through a member or any person receiving a benefit from the Fund and who is aggrieved by any decision or action taken by or against any Trustee, officer or the Committee shall cause such dispute to be placed in writing before the Committee.
- (c) Subject to Clause (d) hereafter the Committee shall consider the complaint and shall, after receiving such evidence as it shall in its absolute discretion determine, is necessary make a decision which shall be final and binding upon all parties to the dispute.
- (d) Notwithstanding Clause (c) hereof if the Committee considers General Meeting of the Fund it shall refer the dispute to such a Special General Meeting and the decision of that meeting shall be final and binding upon all parties to the dispute.

19. RETURNS TO THE REGISTRAR OF FRIENDLY SOCIETIES AND CREDIT UNIONS

- (a) The Secretary shall notify the Registrar of every appointment of a new Trustee and of any change of the Registered Office of the Society, within fourteen (14) days.
- (b) The Secretary shall before the 31st day of March in each year send the Registrar an annual return of the income and expenditure of the Society during the year ending on the close of the 31st day of December then last past, and of the funds and effects of the Society on the said 31st day of December and such other information as the Registrar from time to time prescribes.

20. INSPECTION OF BOOKS

Any member or person having an interest in the funds of the Society may inspect its books at all reasonable hours at its registered office, or at any place where the same are kept.

21. INVESTIGATION OF THE AFFAIRS OF THE SOCIETY BY THE REGISTRAR AND WINDING UP

(a) Upon application of:

- (i) One-fifth of the whole number of members if the Society does not have more than one thousand members; or if
- (ii) Two hundred members if the Society has more than one thousand members::

The Registrar may cause an investigation to be conducted into the affairs of the Society or call a special general meeting of the Society in accordance with Section 89 of the Act

- (b) If after an investigation carried out or meeting held it appears to the Registrar that it is in the interests of the members of the Society or of the public that the Society should be wound up then the Registrar should present a petition to the High Court in accordance with Section 90 of the Act.

22. FURNISHING OF RETURNS

(a) The Society shall supply gratuitously, or produce for his inspection, to every member or person interested in its funds, upon his application, either:

- (i) A copy of the last annual return of the Society, or
- (ii) A balance sheet or other document duly audited containing same particulars as to the receipts and expenditure, funds and effects of the Society as are contained in the annual return

- (b) A copy of the last annual return for the time being, together with the report of the auditor (if any) and a copy of the actuary's report of the last actuarial valuation for the time being (if any), shall be kept at the registered office of the Society.

23. MODE OF DISSOLUTION

(a) The Society shall terminate of and whenever the Alliance Group Limited Lorneville Plant ceases trading permanently.

- (b) The Society shall also be terminated upon the giving of the consent thereto to seventy five per cent (75%) of the members (including honorary members, if any), testified by their signatures to an Instrument of Dissolution within the meaning of Section 94 of the Act, together with the written consent of every person receiving or entitled to receive any relief, annuity or other benefit from the funds of the Society unless the claim of that person is first duly satisfied, or adequate provision is first made for satisfying that claim.

(c) The Society shall also be terminated by the award of the Registrar in the cases specified in the Act.

24. SEPARATE ACCOUNT FOR MANAGEMENT EXPENSES

All expenses of management shall be debited to an account or accounts separate from the account or accounts to which benefit payments are debited.

25. BENEFITS ARISING ON DEATH

(a) In accordance with Section 45 of the Act, the Society shall pay no sum of money upon the death of a member or other person except on the production:

(i) Of a Certificate of that death, under the Hand of the Registrar of Births and Deaths or other person having the care of the Registrar in which that death is or ought to be entered, or under the Hand of a Registered Medical Practitioner; or

(ii) Of the grant of Probate of the Will of the member or other person or of Letters of Administration to his estate.

(b) A member may be writing under his hand delivered at or sent to the registered office of the Society during the lifetime of the member, or made in a book kept at that office nominate a person or persons to whom the money payable by the Society on the death of that member, or any portion of that money, shall be paid at his decease.

(c) If a member dies while out of New Zealand then the Trustees may require such additional evidence of death as they deem fit before paying out any benefit.

26. ANNUAL REPORT

The Committee shall submit an annual report and financial statement to the Annual General Meeting of the Alliance Lorneville Sub-branch of the New Zealand Meat Workers and Related Trades Union Incorporated.

27. SCHEDULE OF BENEFITS

Refer to Appendix A.

**APPENDIX A
SCHEDULE OF BENEFITS
Updated 15 February 2012**

At the discretion of the Committee, the following benefits may be payable to the members of the Society. The Committee has the power to reduce the sums payable to members should financial constraints on the Fund require this.

(a) Sickness:

- A member must be absent from work for a minimum of two (2) working days before being able to claim Sickness Benefit. No payment for one (1) day off work.
- A sum not exceeding **\$20.00** per day, for the first 45 days total **\$900.00**.
- If spouse is ill and help is required, on receipt of a Doctor's Certificate, weekly \$25.00 maximum \$100.00.
- If a member's spouse or child is ill and the member is required to remain home, a sum not exceeding **\$20.00** per day, for the first 45 days – total **\$900.00** on receipt of a Doctor's Certificate.

(b) Non Work Accidents:

- A sum not exceeding **\$20.00** per day for the first five (5) days

(c) Funeral Grants:

- On the death of a member **\$1,000.00**
- On the death of a member's spouse **\$1,000.00**
- Full cover for off-season funeral grants qualification being that the member must have worked three (3) previous seasons.

(d) Compassionate Leave:

- In the event of a member losing time through the death of immediate family, i.e. spouse, including de facto relationship, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, step-parent, grandchild, grandparent, step-parent, a sum of **\$20.00** per day not exceeding a total of **\$60.00**. Shall the time lost exceed three (3) days; the matter shall be dealt with by the Committee in its absolute discretion.

(e) Travel Grants:

- In the event of a member having to travel to the funeral of their immediate family i.e. spouse, including de facto relationship, mother, father, son, daughter, sister, father-in-law, mother-in-law, step-parent, grandchild, grandparent: on receipt of the appropriate documentation, a grant of:

<u>\$225.00</u>	North Island	<u>\$50.00</u>	To Dunedin
<u>\$125.00</u>	North of Dunedin	<u>\$450.00</u>	Overseas

- In the event of a member having to travel in cases of illness of immediate family i.e. spouse, including de facto, mother, father, son, daughter, father-in-law, mother-in-law, step-parent, grandchild, a grant of:

<u>\$225.00</u>	North Island	<u>\$50.00</u>	To Dunedin
<u>\$125.00</u>	North of Dunedin	<u>\$450.00</u>	Overseas

Provided however that where any payment authorised to be made to anyone in accordance with the provisions herein and such payment remain unclaimed by a member entitled to receive it, 12 weeks after the official mutton season ceases for the season and if the member cannot be located then the payment may be cancelled and the funds retained by the Society.

