

THESE RULES HAVE BEEN CONSOLIDATED UP TO AND INCLUDING APPLICATION FBM 5 OF 2016
DATED 29 MARCH 2017

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DEPUTY REGISTRAR

**THE AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION
OF EMPLOYEES, WEST AUSTRALIAN BRANCH**

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PART I – NAME, MEMBERSHIP AND OBJECTS

1. *Name of Union*

The Union shall be called “The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch”.

2. *Registered Office*

The registered office of the union shall be at, 2/10 Nash Street, Perth or at such other place as the Executive may from time to time determine.

3. *Eligibility for Membership*

- 3.1. Any person employed in the Public Transport Authority of Western Australia who is an employee within the meaning of the IRA may be admitted as a member.
- 3.2. No person shall be a member of the Union except in the capacity of an Honorary Member, who is not an employee within the meaning of the IRA.
- 3.3. Notwithstanding the above provision, a person who is admitted to membership of the Union pursuant to these provisions and who subsequently is elected as an Office Bearer of the Union or becomes an employee of the Union, shall be entitled to remain as a member while holding such office or engaged in such employment.

4. *Objects*

The objects of the Union are:

- 4.1 To uphold the rights of combination of labour, to maximise the amount of labour employed within the rail, tram and bus industry and to improve, protect and foster the best interests of its members;
- 4.2 To take all necessary steps and actions under any relevant legislation or otherwise, for the purpose of securing satisfactory industrial and working conditions without discrimination, in respect of the

remuneration of labour, the hours of labour and other conditions in or in relation to employment in the rail, tram and bus industry;

- 4.3 To provide for the protection and safety of its members and members of the public in the course of or in connection with its members' employment;
- 4.4 To obtain preferential treatment for its members in all aspects of their employment;
- 4.5 To improve the social and economic position of its members;
- 4.6 To assist members and their families in distress;
- 4.7 To formulate and carry into operation schemes for the industrial, social recreational, intellectual and general advancement of members and to make arrangements with persons engaged in any trade, business or profession for the provision to members of any special benefits, privileges and advantages and in particular in relation to goods and services;
- 4.8 To establish and maintain social clubs and other recreational facilities and amenities for the benefit of members and their families;
- 4.9 To establish, operate and maintain health services;
- 4.10 To establish sickness and/or accident funds, mortality benefit and/or retirement gratuity funds and any other appropriate funds for the benefit of members, Office Bearers and employees of the Union;
- 4.11 To establish Branches, or other organisational structures of the Union and consultative committees in relation to each organisational level of the Union;
- 4.12 To assist members by all reasonable and proper means, to address any and all grievances which the members may have, and without limiting the generality of the foregoing:

- 4.12.1 To assist members in enforcing their rights under any law relating to industrial conciliation or arbitration or compensation for illness or injuries or any other statutory enactment;
- 4.12.2 To provide financial, legal and other assistance for securing, protecting and advancing the rights, privileges, benefits, interest and welfare of members and their families and for the conduct of negotiations or any proceedings for the attainment of this object;
- 4.13 To establish and maintain:
 - 4.13.1 Official journals, other journals, newspapers or other publications;
 - 4.13.2 Radio, television, other electronic broadcasting facilities or internet publishing channels; and

to assist in the establishment, operation and maintenance of any such publications, facilities or channels owned by bona fide trade unions or labour organisations or conducted in the interests thereof, including but not limited to the purchase of shares in any corporation carrying on such activity;
- 4.14 To provide information on industrial, economic, social, legal and political matters affecting members;
- 4.15 To organise and assist in the training and education of members and without limiting the generality of the foregoing, to assist any movement or institution for the training of members in the skills and duties of their occupation or their rights and duties as members;
- 4.16 To encourage, develop and maintain fraternal relations with and to assist kindred organisations and their members and dependants, either in or out of Australia;
- 4.17 To encourage and support the organisation of industrial unionism by the establishment of one union for all grades and classifications of railway, tram and bus industry employees and the linking up, by amalgamation with unions in other sections of the transport industry or in other industries;

- 4.18 To co-operate, affiliate, federate, amalgamate, merge with or absorb any association, organisation or union of employees whether registered or not pursuant to any industrial law of the Commonwealth of Australia or of any State or Territory of Australia;
- 4.19 To assist in the movement for the application of the principles of democracy to industry, and without limiting the generality of the foregoing, to assist, support and encourage direct representation in the Federal Parliament of Australia and the various State and Territory Parliaments and municipal and shire councils with the view to promoting such legislative reforms as will ensure social justice to workers;
- 4.20 To affiliate with and assist financially or otherwise, any bona fide labour or trade union organisation or association or representative body or council which promotes or protects the cause of labour;
- 4.21 To establish, maintain and assist any body, corporation or association concerned with research into industrial, economic, social, legal and political matters affecting members and the trade union movement;
- 4.22 To resist the introduction or the continuation of pernicious systems of employment;
- 4.23 To raise funds by contributions, levies, donations, fees, interest on capital, and otherwise for any of the objects of the Union;
- 4.24 To invest funds;
- 4.25 To own, purchase, take on lease or in exchange, lease, dispose of, turn to account or otherwise deal with any property;
- 4.26 To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with any property including all or any part of the property and rights of the Union;
- 4.27 To borrow or raise funds or secure the repayment of funds;

- 4.28 To undertake and do all such acts, matters and things as may be necessary, incidental or conducive to the attainment of the above objects or any of them.

5. Definitions

- 5.1 In these Rules the following words and phrases shall have the following meanings:

“Annual General Meeting” is a meeting of members convened pursuant to rule 44.1 of the Rules.

“Associate Member” has the meaning given in rule 11.4 of the Rules.

“The Australian Rail, Tram and Bus Industry Union” [“RTBU”] is an organisation registered under the FW(RO)A.

“award” has the same meaning as in the IRA;

“Branch” means a body of the Union established under rule 7.1 of the Rules.

“Branch Committee” means the persons who hold a position in a Branch as specified in rule 7.3 of the Rules;

“Electoral Commissioner” has the same meaning as in the *Electoral Act 1907 (WA)*;

“enterprise order” has the same meaning as in the IRA;

“Executive” means the body of the Union established under rule 6.1 of the Rules.

“FW(RO)A” means the *Fair Work (Registered Organisations) Act 2009 (Cwth)*.

“FWA” means the *Fair Work Act 2009 (Cwth)*.

“Honorary Member” means a person who has been awarded membership of the Union in accordance with rule 13.3 of the Rules.

“IRA” means the *Industrial Relations Act 1979 (WA)*.

“member” means a persons who has been admitted to membership of the Union.

“Office” means the positions in the Union specified in rule 8.1 of the Rules.

“Office Bearer” means a person holding an Office within the Union.

“Organisation” means an association of employees registered under Part II Division 4 of the IRA or an association of employees registered under the FW(RO)A.

“Public Transport Authority of Western Australia” means the statutory body corporate with perpetual succession created by section 5 of the *Public Transport Authority Act 2003 (WA)*.

“PTA Branch” means the Australian Rail, Tram and Bus Industry Union, West Australian PTA Branch as constituted by Part XVI of the rules of the RTBU.

“Register of Members” means the list of members created under rule 20.1 of the Rules.

“Register of Office Bearers” means the list of Office Bearers created under rule 20.2 of the Rules.

“Registrar” has the same meaning as in the IRA.

“registered office” means the principal place of business of the Union as specified in rule **Error! Reference source not found.** of the Rules.

“Rules” means the rules of the Union as registered from time to time with the WAIRC.

“Special General Meeting” is a meeting of members convened pursuant to rule 44.2 of the Rules.

“Union” means the organisation registered under Part II Division 4 of the IRA and having the WAIRC registered number 265.

“Union Fund” means the pool of assets specified in rule 23.2 of the Rules.

“WAIRC” means the body continued and constituted under Part II Division 1 of the IRA under the name *The Western Australian Industrial Relations Commission*.

- 5.2 Throughout the text of these Rules where certain words or phrases appear and next to such words or phrases there is written in brackets and surrounded by quotation marks an abbreviation or acronym of the immediately preceding words or phrases then whenever that abbreviation or acronym appears elsewhere in the text of these Rules it is to be read as the words or phrases for which the abbreviation or acronym stands.

PART II – STRUCTURE AND GOVERNMENT OF THE UNION

6. *The Executive*

- 6.1 The Union shall be governed by the Executive which shall have the responsibility for the affairs of the Union including but not limited to the industrial affairs of the members of the Union.
- 6.2 The Executive shall consist of:
- 6.2.1 The President;
 - 6.2.2 The Vice-President;
 - 6.2.3 The Secretary; and
 - 6.2.4 Sub rule deleted (Application 56/2013, 13 December 2013)
 - 6.2.5 One representative from each Branch.
- 6.3 The Executive will meet at least four times in each calendar year as determined by it or as the President, and the Secretary jointly may determine and otherwise on an as needs basis.
- 6.4 The Secretary shall forward a notice of meeting of the Executive to each Executive member together with an agenda no less than 7 days prior to

the date of the meeting provided that all of members of the Executive may agree to waive this notice of meeting requirement.

- 6.5 A quorum for a meeting of the Executive shall be a majority of the members of the Executive entitled to attend the meeting.
- 6.6 The Executive shall have the care, control, management and superintendence of the activities of the Union. All decisions within the powers of the Executive shall have full force and effect.
- 6.7 Between meetings of the Executive, a meeting of the Executive may be had by a meeting convened by teleconference, video conference, internet audio and/or visual communication or similar means (“Supplementary Executive Meeting”).
 - 6.7.1 A decision to hold a Supplementary Executive Meeting is to be made by the President and the Secretary jointly.
 - 6.7.2 Where a decision has been made to hold an Supplementary Executive Meeting, the Secretary shall dispatch an agenda paper clearly setting out the matters for decision, together with any supporting material, to each member of the Executive.

7. *Branches*

- 7.1. There shall be such Branches of the Union as determined by the Executive.
- 7.2. The Branches shall advise and assist the Executive.
- 7.3. Each Branch shall have a Branch Committee which shall consist of:
 - 7.3.1 A Branch President; and
 - 7.3.2 A Branch Secretary and such other members of the Branch Committee as the Executive may determine.
- 7.4. A Branch Committee meeting shall be held at least once each quarter and at least four weeks prior to an Executive meeting.

- 7.5. The Branch Secretary shall forward a notice of meeting of the Branch Committee to each member of the Branch Committee together with an agenda no less than 7 days prior to the date of the meeting provided that all of members of the Branch Committee may agree to waive this notice of meeting requirement.
- 7.6. A quorum for a meeting of a Branch Committee shall be at least 4 people entitled to attend the meeting two of whom must be the Branch President and the Branch Secretary.
- 7.7. The Branch President and the Branch Secretary jointly may determine, in the absence of a decision by the Branch Committee, to call meetings of the Branch Committee between the ordinary quarterly meetings.

8. *Union Offices*

- 8.1 The Offices are:
 - 8.1.1 The President;
 - 8.1.2 The Vice-President;
 - 8.1.3 The Secretary; and
 - 8.1.4 Sub rule deleted (Application 56/2013, 13 December 2013)
 - 8.1.5 All other Executive members.
- 8.2 The Office of Secretary shall be a paid position.
- 8.3 Other Offices shall be honorary positions.

PART III – MEMBERSHIP

9. *Admission to Membership*

- 9.1 All persons eligible for membership of the Union under rule 3 of the Rules shall be entitled to seek membership of the Union by making application to the Secretary in accordance with the form prescribed by the Secretary (“Application Form”).
- 9.2 Any person wanting to make application to become a member of the Union shall be provided with an Application Form upon request.

- 9.3 An application for membership of the Union shall be accompanied by such entrance fee, if any, as the Executive shall from time to time determine.
- 9.4 A person's membership of the Union commences on and from the date that person's duly completed Application Form is received by the Secretary.
- 9.5 If the Secretary considers that a person who applies for membership of the Union is either ineligible or is of general bad character, the Secretary shall refer the application for consideration by the Executive. The Executive shall decide whether to accept or reject that person's application for membership of the Union and in the event of acceptance, that person shall be deemed to be a member from the date that the person's application was received by the Secretary.
- 9.6 The Secretary shall inform persons who want to become members of the Union, in writing, of the financial obligations arising from membership and of the circumstances and the manner in which a member may resign from the Union.
- 9.7 No error, omission or want of form in connection with a person's application for membership shall in itself invalidate membership.

10. *Subscriptions, Fees, Levies*

- 10.1 A member shall pay such subscriptions, fees, and levies as are determined from time to time by the Executive. All monies due by a member shall be paid to the Secretary.
- 10.2 The method of payment of subscriptions fees, and levies shall be determined from time to time by the Executive.
- 10.3 Subject to rule 10(5) of the Rules, all subscriptions, fees or levies shall be paid either annually in advance, half yearly in advance, quarterly in advance, or fortnightly in advance at the option of the individual member. Where subscriptions, fees or levies are paid:
- 10.3.1 Annually in advance, payment shall be made no later than January 1 in each year;

- 10.3.2 Half yearly in advance, payment shall be made no later than January 1, and July 1 in each year;
- 10.3.3 Quarterly in advance, payment shall be made no later than January 1, April 1, July 1, and October 1 in each year;
- 10.3.4 Fortnightly in advance, payment shall be made no later than the 1st day of each month and the 15th day of each month.
- 10.4 Where the member has entered into a direct debit arrangement with the Union, the member shall be financial from the date of the first direct debit deduction, provided that the member owes no arrears in subscriptions, fees or levies.
- 10.5 Notwithstanding the foregoing provisions of this rule 10 of the Rules, should any member during any financial year not be in receipt of the full award rate of pay owing to ill health or to other causes which the Executive regards as warranting special consideration, then, provided that the member was fully financial at the time that the member ceased to be in receipt of the full award rate, the Executive may grant the member exemption from payment of all or any subscriptions, fees or levies imposed in accordance with the Rules for all or part of the period during which the member is not in receipt of the full award rate. During the period of the exemption, the member shall be deemed to be financial.
- 10.6 Notwithstanding the foregoing provisions of this Rule, if a member is a financial member of another Organisation, up until the end of the calendar quarter as provided for in rule 10.3.3 of the Rules during which the member joins the Union, that member shall not be required to pay subscriptions, fees or levies for that quarter.

11. Membership Status

- 11.1 Except as provided in rule 11.3 and rule 11.4 of the Rules, only members who continue to meet the eligibility criteria specified in rule 3 of the Rules or who, after being admitted as members of the Union, are elected as Office Bearers or become employees of the Union, shall be entitled to remain as members.
- 11.2 A person no longer entitled to remain as a member shall cease to be a member and shall be removed from the Register of Members.
- 11.3 The Executive may make any person an Honorary Member for either a specified period of time or for that person's lifetime upon resolution by the Executive that the person has given meritorious service to the Union and its members.
 - 11.3.1 In the event that the Honorary Member was a member previously that person's honorary membership shall commence on and from that member's retirement, resignation or cessation of eligibility to remain a member.
 - 11.3.2 An Honorary Member shall be exempt from payment of subscriptions, fees, and levies but the Honorary Member shall not be entitled to vote in any election or ballot or at any meeting of the Union, nor to nominate for or hold any Office within the Union.
 - 11.3.3 Honorary Membership shall not be regarded as financial membership for the purposes of the Rules.
- 11.4 The Executive may make any employee an Associate Member who does not meet the eligibility criteria specified in rule 3 of the Rules. An Associate Member shall commence his/her membership on and from the date of the Executive's decision. An Associate Member shall not be entitled to vote in any election or ballot or at any meeting of the Union or hold any Office. An Associate member shall not be regarded as a financial member for the purposes the Rules. For all other purposes an Associate Member will be deemed to be a member of the Union.

12. *Financial Status of Members*

- 12.1 A member's membership of the Union lapses if the member is more than 3 months in arrears in the member's subscriptions or in the payment of any fees, or levies imposed in accordance with the Rules. Conversely, a member is financial if the member is not more than three months in arrears in the member's subscriptions or in the payment of any fees, or levies imposed in accordance with the Rules.
- 12.2 Notwithstanding the provisions of rule 12.1 of the Rules, any former member shall not become financial until that person pays all arrears owing.
- 12.3 When a member who is not financial makes a part payment or payments in relation to subscriptions, fees, or levies outstanding, such payment or payments shall be applied to the amounts owing in the same order in which such arrears were incurred with the amount outstanding longest being discharged first.
- 12.4 Notwithstanding any other requirement in these Rules, where a member is also a member of the RTBU and is a financial member of that Organisation, the member shall be taken to be, and treated as, a financial member of the Union.
- 12.5 If a member's membership of the Union has lapsed as a result of rule 12.1 of the Rules as at the date when nominations are called for the election of an Office Bearer that person shall not be eligible to vote in such an election.

13. *Resignation from Membership*

- 13.1 A member may resign from membership of the Union by written notice addressed and delivered to the Secretary.
- 13.2 A notice of resignation takes effect on the day on which the notice is served.
- 13.3 Any subscriptions, fees, and levies owing but not paid by a former member of the Union in relation to a period before the member's resignation took effect, may be sued for and recovered by the Union in a Court of competent jurisdiction, as a debt due to the Union.

- 13.4 A notice of resignation served upon the Secretary shall be deemed to have been received by the Union when it was served.
- 13.5 A notice of resignation that has been delivered to the registered office of the Union is not invalid merely because it was not addressed and served on the Secretary.
- 13.6 A resignation from membership of the Union is valid even if it is not effected in accordance with this Rule, if the member is informed in writing by or on behalf of the Union that the resignation has been accepted.

14. *Duties of Members*

A member of the Union shall not:

- 14.1 Contravene or fail to observe any of the Rules;
- 14.2 Contravene or fail to observe any lawful resolution of the Executive or a Branch;
- 14.3 Give false or misleading information to the Union or an Office Bearer on any matter relating to the objects or affairs of the Union;
- 14.4 Divulge any of the confidential business of the Union to someone not entitled to know such information.
- 14.5 Obstruct the Union, the Executive or its Office Bearers in the performance of their functions under the Rules;
- 14.6 Defraud or attempt to defraud the Union;
- 14.7 Misappropriate any property of the Union;
- 14.8 Make a false charge against a fellow member;

- 14.9 Obstruct, insult or behave in an offensive manner towards any Office Bearer or employee of the Union who is acting in the course of their duties;
- 14.10 Violate or attempt to violate the terms of any applicable award or enterprise order or enter into or attempt to enter into any agreement with any employer contrary to the provisions of an applicable award or enterprise order;
- 14.11 Fail, without reasonable excuse, to attend any meeting of the Executive or of a Branch when summoned by such a body.

15. *Duties of the President*

- 15.1 In addition to any duties specified elsewhere in the Rules, the President shall:
 - 15.1.1 Preside at all meetings of the Executive and all general meetings of members;
 - 15.1.2 Preserve order and decorum at such meetings and shall confirm the minutes thereof; and
 - 15.1.3 Ensure that the Rules and the policies of the Union are adhered to.
- 15.2 The President may, when called upon to do so, interpret these Rules but such interpretation shall be subject to review by the Executive.
- 15.3 At all meetings of the Union, at which he/she presides, the President shall have a deliberative vote only.

16. *Duties of the Vice President*

- 16.1 In addition to any duties specified elsewhere in the Rules, the Vice President shall assist the President in the conduct of the President's formal duties.
- 16.2 In the absence of the President, the Vice President shall deputise for the President.

17. Duties of the Secretary

- 17.1 The Secretary shall be the principal officer of the Union.
- 17.2 Between meetings of the Executive, the Secretary shall, subject to the Rules and the policies and decisions of the Executive, have primary responsibility for the conduct and management of the affairs of the Union and do all things necessary to be done by or on behalf of the Union.
- 17.3 Without limiting the generality of the foregoing the Secretary shall:
 - 17.3.1 Discharge all duties assigned to the Secretary by the Rules, and the Executive;
 - 17.3.2 Summon and attend all meetings of the Executive;
 - 17.3.3 Where the Secretary considers it necessary, consult with the President on any urgent matters which require a decision between meetings of the Executive;
 - 17.3.4 Arrange for all Union correspondence to receive attention;
 - 17.3.5 Issue press statements and provide media comment in relation to the Union and its affairs;
 - 17.3.6 Be responsible for the safe custody of the Union seal, documents, securities and accumulated funds
 - 17.3.7 Prepare, keep and/or file or cause to be prepared, kept and/or filed, all union documents and records required under the provisions of the IRA or any other relevant legislation;
 - 17.3.8 Receive all monies belonging to the Union and deposit the same in the Union's bank account as soon as practicable;
 - 17.3.9 Disburse all Union funds in accordance with the Rules;
 - 17.3.10 Ensure that union financial records are maintained and that annual accounts are prepared and audited;

- 17.3.11 Monitor the accounts and other affairs of any Branch and for this purpose to have custody of and access to Branch documents and financial records;
- 17.3.12 Prepare or cause to be prepared, all necessary documents for the Executive including the minutes of Executive meetings;
- 17.3.13 Prepare or cause to be prepared, regular financial statements for the Executive;
- 17.3.14 Co-ordinate the activities of a Branch;
- 17.3.15 Control and supervise the Union office and its staff including the engagement and termination of such staff;
- 17.3.16 Maintain the Register of Members;
- 17.3.17 Maintain Register of Office Bearers;
- 17.3.18 Be responsible to the Executive for the proper performance of the Secretary's duties.

18. Rule deleted (Application 56/2013, 13 December 2013)

19. *Disciplinary Action Against Members*

- 19.1 A member may be charged by another member with a breach of his/her duties as a member. Such charge shall be in writing and signed by the member and delivered to the Secretary.
- 19.2 Upon receipt of the charge, the Secretary shall investigate the matter and, unless the Secretary decides that the matter is without substance, the Secretary shall refer the charge to the Executive for determination.
- 19.3 The Executive shall not find a member guilty of a breach of his/her duties as a member unless the member has been given notice and particulars of the charge made and has been given a reasonable opportunity to present any defence to the charge.

- 19.4 Subject to rule 19.5 of the Rules, the Executive shall have power to expel or suspend from membership or to rebuke or caution any member found guilty of a failure to fulfil his/her duties as a member.
- 19.5 Where a member is also an Office Bearer, he/she shall not be suspended or expelled from membership pursuant to this Rule, unless and until he/she has first been removed as an Office Bearer in accordance with the Rules.

20. Register of Members and Office Bearers

- 20.1 The Register of Members shall contain the names and the residential addresses of all members and shall be kept by the Secretary. The Register of Members shall show the membership category and financial status of the member.
- 20.2 The Register of Office Bearers shall contain the names, the residential addresses and occupations of all Office Bearers and shall be kept by the Secretary.

21. Purging the Register and Cessation of Membership

- 21.1 The Secretary shall as soon as practicable after a notice of resignation takes effect remove from the Register of Members the names and details of the persons who have resigned or whose membership has ceased.
- 21.2 The Secretary shall from time to time as directed by the Executive and in accordance with the provisions of rule 21.3 of the Rules, denote on the Register the non-financial status of all members owing subscriptions, fees, or levies for a period of more than three months and remove from the Register of Members all members who have ceased to be entitled to remain as members or have been expelled from membership under the Rules. Removal from the Register shall not waive, reduce or affect a member's liability for any arrears due to the Union.

- 21.3 The Secretary shall ensure the register is purged at least four times each year, at the beginning of the following months, January, April, July, October.

22. *Recovery of Dues*

The Secretary shall have power to authorise action in the name of the Union in a Court of competent jurisdiction to recover any subscriptions, fees, or levies due from any member and shall take such action when instructed to do so by the Executive.

PART IV – FINANCES

23. *Union Funds*

- 23.1 There shall be a Union Fund.
- 23.2 The Union Fund shall be managed and controlled by the Executive and shall consist of:
- 23.2.1 Any real or personal property that the Union owns;
 - 23.2.2 The amount of subscriptions and fees received by the Union;
 - 23.2.3 The amount of any levies imposed by the Executive;
 - 23.2.4 Any interest, rents or dividends derived from the investment or use of the Union Fund;
 - 23.2.5 Any superannuation or long service leave or other fund operated or controlled by the Union for the benefit of its officers or employees;
 - 23.2.6 Any sick pay fund, accident pay fund, funeral fund, tool benefit fund or like fund operated or controlled by the Union for the benefit of its members;
 - 23.2.7 Any property acquired by expenditure of the monies of the Union Fund or derived from other assets of the Union Fund; and
 - 23.2.8 The proceeds of any disposal of part of the Union Fund.

- 23.3 The Union Fund shall be used for the administration and management of the Union and for any other purpose that the Executive may from time to time direct towards the attainment of any of the objects of the Union.
- 23.4 All liabilities arising out of the administration and management of the Union including those liabilities arising from the control and management of real property within the Union Fund shall be the responsibility of the Union.
- 23.5 All real property forming part of a Union Fund shall be held and dealt with in the name of the Union but shall only be dealt with by the Union at the request of and in accordance with the instructions of the Executive.
- 23.6 The property, other than real property, comprising the Union Fund shall be held, deposited, invested or otherwise dealt with in the name of the Union provided that where it is necessary or advisable that any such property be held or dealt with by the Executive on behalf of the Union then it shall be so held or dealt with.

24. *Levies and Fees*

- 24.1 The Executive may from time to time strike a levy payable by all members of the Union.
- 24.2 All monies payable by members of the Union by way of entrance fees, subscriptions, levies, or other fees shall be paid to and collected by the Secretary. The Secretary shall receive and deal with such monies in accordance with the Rules.

25. *Disbursement of Union Funds*

- 25.1 All disbursements from the Union Fund shall be by cheque and signed by the Secretary together with the President. The Executive may authorise other members of the Executive or designated employees of the Union to sign in place of the Secretary or the President should either of the Secretary or President not be readily available.
- 25.2 The property of a Union Fund, other than the monies required for day to day operations, shall only be disbursed or otherwise dealt with upon a resolution of the Executive.

26. Loans, Grants or Donations

- 26.1 A loan, grant or donation of an amount exceeding \$1,000.00 shall not be made from the Union Fund unless the Executive has satisfied itself that the making of the loan, grant or donation would be in accordance with the Rules, and, in relation to a loan, that in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory and has approved the making of the loan, grant or donation.
- 26.2 Except as provided in rule 26.1 of the Rules, a loan, grant or donation can only be made by the Secretary.

27. Auditors

- 27.1 The Executive shall appoint annually, a duly qualified and competent auditor registered as an auditor under the *Corporations Act 2001 (Cwth)* who shall audit the Union accounts within 6 calendar months after the end of each financial year and provide a report, audited accounts and such further information and statements as may be required under any relevant legislation in relation to each financial year or in relation to any other period that the Executive may determine.
- 27.2 An auditor or firm of auditors appointed by the Executive may be removed during the term of appointment by resolution of the Executive.

28. Financial Year

The financial year for the Union shall be the period commencing on January 1 in any year and ending on December 31 in the same year.

29. Books and Accounts

The Secretary shall ensure that adequate books and accounts are kept and that the provisions of the IRA are complied with in relation to the maintenance, lodgement and distribution of financial records.

PART V – OFFICE BEARERS

30. Expenses of Office Bearers and Members

- 30.1 Office Bearers shall be entitled to be compensated for any travel, accommodation or other out-of-pocket expenses incurred as a result of attendance at meetings of the Union's Executive or Branches or because of engagement on authorised Union business.
- 30.2 Members engaged on authorised Union business shall be entitled to be compensated for any travel, accommodation or other out-of-pocket expenses incurred as a result of attendance at meetings of the Union's Executive or Branches or by engagement on authorised Union business.
- 30.3 The amount of such entitlement to be compensated for any travel, accommodation or other out-of-pocket expenses shall be determined from time to time by the Executive.
- 30.4 Office Bearers shall be entitled to be compensated for loss of pay incurred as a result of attendance at meetings of the Union's governing bodies or by engagement on authorised Union business. Members engaged on authorised Union business shall have a similar entitlement. The amount of such entitlement to be compensated for loss of pay shall be determined by the Executive.

31. Proxies

- 31.1 Any member of the Executive or of a Branch who is unable to attend at all or part of a meeting of such body, may be represented by another member as a proxy delegate.

31.2 A person appointed as a proxy delegate must be a financial member of the Union and except as specifically provided in this rule, no member of the Executive or a Branch shall be appointed as a proxy delegate for any other member of that meeting.

32. Eligibility for Office

32.1 Notwithstanding any provisions elsewhere in these Rules, a person is ineligible to nominate for an Office or to continue to hold an Office if the member's membership of the Union has lapsed pursuant to rule 12.1 of the Rules.

32.2 Where an Office Bearer ceases to be eligible to continue to hold office for any reason then the Secretary shall write to the Office Bearer advising that he/she is ineligible to continue to hold the Office and the reasons therefore. That advice shall invite the Office Bearer to submit any material he/she wishes to so submit within 14 days of the date of the written advice and shall advise the Office Bearer that the details of his/her ineligibility together with any submission from him/her will be placed before the next meeting of the Executive. The Executive shall consider the material submitted and if satisfied that the Office Bearer is ineligible to continue to hold Office under the provisions of the Rules, the Executive shall remove the person from Office with effect from the date of the Executive's decision.

32.3 Where an Office Bearer's membership has lapsed pursuant to rule 12.1 of the Rules, then he/she shall be deemed to be suspended from their Office and from all the rights and privileges attached to that Office on and from the date on which he/she becomes non-financial and until he/she becomes financial again. The Secretary shall write to the Office Bearer advising that he/she will be removed from Office unless he/she becomes financial within 14 days of the date of the letter. Where an Office Bearer fails to become financial within the 14 day period, then the Executive shall remove the person from Office with effect from the date of the Executive's decision.

33. General Obligations of Office Bearers and Action in Relation to Misconduct

- 33.1 An Office Bearer shall carry out their role in an honest, competent and diligent manner. An Office Bearer shall abide by the Rules of the Union and the policies and decisions of the Executive. An Office Bearer shall not act in a manner contrary to the best interests of the Union or seek to injure the Union in any way.
- 33.2 An Office Bearer who has been found to have breached their obligations as an Office Bearer may be reprimanded, warned, temporarily suspended from Office, or removed from office.
- 33.3 An Office Bearer may be removed from office, only if the Office Bearer has:
- 33.3.1 Committed a misappropriation of the funds of the Union;
 - 33.3.2 Committed what the Executive finds is a substantial breach of the Rules;
 - 33.3.3 Committed what the Executive finds is a gross neglect of duty; or
 - 33.3.4 Otherwise ceased to be eligible to continue to hold Office under the Rules.
- 33.4 For the purposes of rule 33.3.2 of the Rules, a substantial breach of the Rules includes but is not limited to a persistent refusal of failure to abide by the obligations imposed by the Rules.
- 33.5 Any member, including an Office Bearer, wishing to invoke the provisions of this rule against an Office Bearer, shall detail in writing the conduct or circumstances alleged to justify disciplinary action and forward that written charge to the Secretary, who shall forward a copy to the person against whom the charge is made. When the Secretary forwards the written charge to the Office Bearer, that Office Bearer shall be requested to advise the Secretary whether they admit to or deny the charge and whether the Office Bearer wishes to make any comment thereon.

- 33.6 Where the Secretary is the person against whom the charge is made, then the charge shall be forwarded to the President, who shall take the actions that would otherwise be taken by the Secretary under this Rule.
- 33.7 At the next ordinary meeting of the Executive, the charge and any reply made by the Office Bearer against whom the charge is made, shall be considered and the Executive may resolve:
- 33.7.1 That the Office Bearer charged shall be called upon to show cause to the Executive why they should not be disciplined; or
- 33.7.2 That no further action be taken.
- 33.8 If the charge is to be proceeded with, the Office Bearer charged shall be called upon to attend before the Executive, at a stated time and place to show cause why they should not be disciplined. The Office Bearer charged shall be given at least 21 days notice of the time and place of the hearing. At least 14 days before the hearing, the person laying the charge shall provide the Office Bearer with particulars of the charge reasonably sufficient to enable the Office Bearer to know the nature of the allegations made against the Office Bearer and the circumstances alleged to justify disciplinary action.
- 33.9 An Office Bearer who has been charged may, by resolution of the Executive, be directed not to carry out some or all of the duties of their office pending the hearing and determination of the charge.
- 33.10 At the hearing, the person laying the charge and the Office Bearer charged:
- 33.10.1 Shall be heard in person if any of them desire;
- 33.10.2 May submit a written statement;
- 33.10.3 May call witnesses; and/or
- 33.10.4 May present evidence relevant to the charge.

- 33.11 No person shall be present at the hearing of the charge other than the person charged, the person laying the charge, the members of the Executive, and any witnesses called, provided that any witnesses called may only be present while such witness' evidence is being taken. No person other than members of the Executive shall be present after the hearing of the charge while the Executive is deliberating upon its decision in relation to the charge.
- 33.12 Where the member laying the charge or the person charged is a member of the Executive, then that person shall take no part in the deliberations of the Executive and shall absent himself/herself during the Executive's deliberations.
- 33.13 The Executive shall determine whether or not the charge has been proven and determine the appropriate penalty.

PART VI - ELECTIONS

34. *Election of Office Bearers*

The election of all Office Bearers shall take place in accordance with the provisions of the *Industrial Arbitration (Union Elections) Regulations 1980 (WA)* ("IA(UE) Regulations") in force as at the date that the Secretary requests the Registrar to make arrangements for the conduct of an election pursuant to section 69 IRA.

35. *Election Timetable and Assumption of Office*

- 35.1 The timetable for the election of Office Bearers shall be as prescribed in the IA(UE) Regulations with the first election to be held in 2012 and subsequent elections to be held every 4 years thereafter subject to any foreshortening of the term of any current Office Bearers as a result of a successful application by the Union under section 71 IRA.
- 35.2 The ballot shall be declared as soon as practicable after the counting of the votes.
- 35.3 Successful candidates shall take up the Office to which they have been elected on and from the declaration of the ballot.

36. Conduct of Elections

- 36.1 An election for an Office shall be conducted pursuant to section 69 IRA.
- 36.2 The Secretary shall request the Registrar to make arrangements for the conduct of an election.
- 36.3 An election for an Office shall be conducted by the returning officer by way of a direct voting system and shall be by secret postal ballot.
- 36.4 An election for an Office shall be by a direct voting system.

37. Returning Officer

- 37.1 The returning officer for the conduct of an election, including the acceptance or rejection of nominations, shall be the person holding office under the *Electoral Act 1907 (WA)* or by some other person authorised in writing by the Electoral Commissioner with whom the Registrar makes arrangements for the conduct of an election;
- 37.2 Any person nominating for election to an Office must have their nomination signed by 2 members who are financial as at the date of the nomination.
- 37.3 If the returning officer conducting an election finds a nomination to be defective, the returning officer shall before rejecting the nomination, notify the person concerned of the defect, and where it is practicable to do so, give him/her the opportunity of remedying the defect within 7 days after his being so notified.
- 37.4 The returning officer conducting an election shall make arrangements for absent voting.

38. Casual Vacancies

- 38.1 A casual vacancy occurs when an Office Bearer dies, resigns or is removed from office or ceases to hold office in accordance with the Rules.

- 38.2 Where a casual vacancy occurs in relation any Office Bearer and where the unexpired portion of a 4 year term of Office is more than 24 months or where the unexpired portion of a 2 year term of Office is more than 12 months, then an election shall be held to fill the Office in accordance with the provisions of rule 34 to rule 37 of the Rules and the person duly elected shall take office on and from the date of the declaration of the ballot.
- 38.3 Where an election is to be held pursuant to the provisions of rule 38.2 of the Rules, the Executive may appoint a person to fill a vacant Office pending the declaration of the ballot.
- 38.4 Where a casual vacancy occurs in relation to any Office within the Union and where the unexpired portion of a 4 year term of Office is less than 24 months or where the unexpired portion of a 2 year term of Office is less than 12 months, then the Executive may appoint a person to fill the casual vacancy.
- 38.5 Where a person is elected under rule 38.2 of the Rules or appointed under rule 38.4 of the Rules to fill a casual vacancy, then he/she shall hold office for the unexpired portion of the previous office holders term.

39. *Acting Appointments*

Where by reason of illness, absence on leave or any other reason, an Office Bearer, is unable to fulfil the duties of his/her office for a period exceeding 4 weeks, then the Executive may appoint one of its number to act in the Office for the duration of the absence with such appointee having all the rights and duties of the particular Office.

PART VII – GENERAL

40. *Irregularities*

- 40.1 The Executive or a Branch of the Union may continue to function notwithstanding any vacancy thereon provided that the requisite quorum is present.

- 40.2 No failure to give notice or other defect in the calling of any meeting of the Executive or any Branch shall invalidate the proceedings thereof unless such failure or defect results in the non-attendance of some member or members otherwise able and willing to attend. Provided that any such failure or defect may be waived by such member or members.
- 40.3 All communications sent to members or Office Bearers pursuant to the provisions of any of these Rules, may be sent to such member or Office Bearer at the last address notified by such person to the Union.
- 40.4 Except where the Rules provide for a specific form of communication, all communications to members or Office Bearers may be sent by post, facsimile transmission, email transmission or there like means and shall be deemed to have been received by such member of Office Bearer in the ordinary course of post, facsimile transmission, email transmission or like means, as the case may be.
- 40.5 Except in the case of disciplinary proceedings under rule 33 of the Rules, no decision or proceeding of the Executive or Branch provided for under these Rules shall be invalidated by the presence at or participation of any person not entitled to be present or to participate therein if, apart from such person, the requisite quorum was present and the vote of such a person did not determine the decision or the result of the proceedings.

41. Seal and Execution of Documents

- 41.1 The Union shall have a common seal and it shall be kept in the custody of the Secretary. The seal shall be affixed to any document required to be under seal by the President and the Secretary or by such other member or members of the Executive as may be determined by the Executive.
- 41.2 Union documents not required to be under seal shall be executed on behalf of the Union by the Secretary or in the Secretary's absence by the President, whose signature shall be attested to by one other member of the Executive.

42. *Arbitration Proceedings*

The Executive shall have authority to submit industrial disputes or matters to conciliation and/or arbitration in the WAIRC. The Union may be represented in relation to such disputes or matters by such Office Bearers or employees or agents as the Executive or, in the case of disputes or matters submitted by the Secretary, as the Secretary, may determine.

43. *Disputes between the Union and its members*

Any dispute between the Union and its members is to be decided:

- 43.1 In the event that it is a member that wishes to initiate a dispute the member shall apply to the WAIRC pursuant to the provisions of either section 44 IRA or section 66 IRA;
- 43.2 In the event that it is the Union through the Executive or the Secretary that wishes to initiate a dispute with a member, other than a dispute that falls within the provisions of rule 19 of the Rules dealing with disciplinary action against members, the Union shall apply to the WAIRC pursuant to the provisions of section 44 IRA.

44. *General Meetings of Members*

- 44.1 The Union may hold an Annual General Meeting in July of each year. The Executive shall present a report on the business of the preceding year at the Annual General Meeting.
- 44.2 A Special General Meeting of members may be called by the Executive and shall be called by the Executive upon receipt of a requisition signed by at least 10 per cent of the financial members of the Union.
- 44.3 The Secretary shall forward a notice of a general meeting of members to each member with an agenda no less than 14 days prior to the date of the general meeting.
- 44.4 No business shall be transacted at a Special General Meeting other than that stated in the notice convening the meeting.

44.5 A quorum for an Annual General Meeting shall be at least 50 financial members.

44.6 A quorum of a Special General Meeting shall be at least 20 per cent of the financial members.

45. *Amendment to the Rules*

45.1 Subject to rule 45.3 of the Rules, the Executive shall have power to rescind, alter or amend these Rules in accordance with the procedure set out in rule 45.2 of the Rules.

45.2 Any rescission, alteration or amendment to these Rules shall be of no effect unless it complies with the following provisions:

45.2.1 The Secretary shall forward all members of the Executive written notice of the proposed rescission, alteration or amendment of the Rules which sets out the proposal in full;

45.2.2 Such notice shall specify the time and place of the Executive meeting which is to consider the proposal for the rescission, alteration or amendment of the Rules, which meeting shall be not less than one month after the date of the notice;

45.2.3 The resolution meets the requirements of these Rules for carriage of a resolution at a meeting of the Executive.

45.3 Any rescission, alteration or amendment to any provisions of these Rules shall be of no effect unless such rescission, alteration or amendment of the Rules is resolved to by the Executive.

45.4 Notwithstanding the foregoing in rule 45 of the Rules, the Executive shall also comply with any requirements as to the alteration of the Rules required by section 62 IRA that include but are not necessarily limited to:

45.4.1 Notification to all members of the proposal for the alteration of the Rules and the reasons therefore along with a copy of the proposed alterations to the Rules;

45.4.2 Notification to all members that any member may object to the proposed alteration of the Rules by forwarding a written objection, within 21 days of notification, to the Registrar.

45.5 No alteration of the Rules shall be effective until the Registrar has given to the Union a certificate that the alteration to the Rules has been registered.

46. *Interpretation of the Rules*

46.1 The Executive shall have power to interpret any of these Rules and to determine any matter relating to the Union on which the Rules are silent.

46.2 Any interpretation of these Rules by the Executive shall be regarded as definitive and shall bind the union and its members.

46.3 Every interpretation of the Rules or declaration on matters on which the Rules are silent shall be recorded in the minutes of the Executive and no such interpretation or declaration shall have any affect unless it is so recorded.

47. *Standing Orders and Rules of Debate*

47.1 The following order of procedure shall be adhered to as far as practicable and relevant at all meetings of members of the Union, the Executive and a Branch:

47.1.1 The chairperson shall take the chair for the meeting and upon ascertaining that a quorum is present shall then declare the meeting open for the transaction of business;

47.1.2 Attendances and apologies;

47.1.3 Confirmation of the previous meetings minutes;

47.1.4 Any business arising from the previous minutes;

47.1.5 Correspondence received;

47.1.6 Financial statements and accounts;

- 47.1.7 Reports; and
- 47.1.8 General Business.
- 47.2 The following rules of debate shall be observed as far as practicable and relevant at all meetings of members of the Union, the Executive and a Branch:
 - 47.2.1 No motion or amendment shall be entertained or discussed until it has been seconded and one amendment only shall be entertained at the one time but all amendments shall be considered and be put before the original motion.
 - 47.2.2 On the adoption of any amendment it shall be held to have amended the original motion to the extent of the amendment and, for all purposes of subsequent discussion, any amendments so carried shall be acted upon as part of the original motion.
 - 47.2.3 No amendment shall be received by the chairperson which is a direct negative to a motion which has been moved and seconded or does not preserve the substance of such motion.
 - 47.2.4 In the event of the voting of any motion or amendment being equal, it shall be deemed to have been decided in the negative and shall be declared lost.
 - 47.2.5 At any general meeting of members of the Union, 5 of the members present shall have the power to demand a division on any question.
 - 47.2.6 At any general meeting of members of the Union notices of motion for debate shall be signed and handed to the chairperson during the meeting. The member making such motion shall read it aloud and the chairperson shall consider whether it is in order. A notice of motion shall not be proceeded with in the absence of the mover unless some other member present and duly authorised by the mover in writing that has been submitted to the chairperson takes up the motion in the event of the mover's absence.
 - 47.2.7 To rescind any resolution previously passed and confirmed a month's notice must be given.

- 47.2.8 Any resolution may be recommitted during the period of the meeting at which it was passed on the affirmative votes of two thirds of those present at such meeting.
- 47.2.9 No member shall be allowed to speak more than once on any motion except strictly in explanation of or in contradiction of a misstatement excepting the mover of the original motion, who shall have the right to reply and be allowed 10 minutes to open and 5 minutes to reply. No other speaker shall occupy a longer period than 5 minutes. The meeting may however by resolution put by the chairperson on the proposition of two members and without debate, grant an extension of the time prescribed for a member to speak.
- 47.2.10 No further discussion shall take place nor shall questions be allowed after the mover has replied. When a motion is moved, the mover and the seconder shall have the right to speak. If no one rises to speak in opposition, the motion shall be put but should debate ensue, the order shall thereafter be alternatively one for and one against the motion.
- 47.2.11 On any member rising to a point of order during a meeting, the speaker shall sit down and the member on rising shall state the point of order upon which the chairperson shall rule which ruling shall be final provided it is not disagreed with by the majority of members present.
- 47.2.12 Every member who proposes or seconds any motion or amendment or who takes part in any discussion or puts, or replies to any question or makes any statement or any address or observation at any meeting shall while doing so stand up (unless prevented by bodily infirmity) and shall address himself/herself to the chairperson of the meeting. Every member attending any such meeting shall conduct himself/herself in an orderly manner.
- 47.2.13 Any member acting contrary to any of the rules of debate or using improper language shall be called to order by the chairperson and should he/she persist they shall be asked to withdraw from the meeting.

- 47.2.14 Voting at all meetings shall be by a show of hands. In order to expedite business the chairperson may, with the acquiescence of the meeting, decide any question on the voices.
- 47.2.15 When a motion of dissent from the chairperson's ruling is moved and formally seconded, only the mover of such motion shall be heard in support of it after which the chairperson shall be heard in reply and the motion shall then be put to the vote.
- 47.2.16 No subject or matter shall occupy the meeting for a longer period than 60 minutes, unless an extension of time is agreed to by a majority of members present.
- 47.2.17 The adjournment of the debate upon any matter under discussion may be moved for a given time after the question has been debated for any period up to twenty minutes but upon any motion being so determined, the subsequent time taken in debate shall not exceed the period set out in rule 46.2.16 of the Rules.
- 47.2.18 Members in their addresses shall not refer to individual members by name (this is to prevent points of order or personal explanations).
- 47.2.19 A motion may be superseded at any time by another motion "that this motion be discharged from the agenda paper" or that "the next business be proceeded with" being resolved in the affirmative. Either of such motions if seconded shall be put to the meeting without discussion.
- 47.2.20 Any member who has not previously spoken in the debate shall have the right to move "that the question be now put" at any time during the course of the debate. Such motion if seconded shall be put to the meeting without discussion, and if carried, the motion before the meeting shall be put without further discussion, after the mover of the original motion has been given the opportunity of closing the debate.
- 47.2.21 Any member desiring to correct an alleged misstatement during any debate shall not be permitted to do so until the speaker has resumed his/her seat.

- 47.2.22 A motion to suspend standing orders or rules of debate in order to deal with any matter may be moved at any time during the currency of the meeting.

PART VIII - OFFICE BEARERS TO BE PERSONS HOLDING OFFICE IN PTA BRANCH

48. PTA Branch of RTBU

- 48.1 Each Office of the Union from such time as the Executive may determine shall be held by the person who in accordance with the rules of the PTA Branch of the RTBU holds the corresponding office in that body.
- 48.2 Any determination by the Executive in accordance with rule 48.1 shall be notified to the Registrar and from the date specified in the notification all Offices in the Union will be filled in accordance with rule 48.1.

SCHEDULE 1 – DEED OF AGREEMENT

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The 21st day of May 2015

DEED OF AGREEMENT

BETWEEN:

**THE AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY
UNION OF EMPLOYEES, WEST AUSTRALIAN BRANCH**

AND

AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION

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THIS DEED OF AGREEMENT is made the 21st day of May 2015

BETWEEN:

**THE AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION OF EMPLOYEES,
WEST AUSTRALIAN BRANCH** of 2/10 Nash Street, Perth 6000 Western Australia

AND

AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION of Level 2 Trades Hall, 4-10 Goulburn Street, Sydney 2000 New South Wales

Recitals

- A. The RTBU is an organisation registered pursuant to the FW(RO)A.
- B. The RTBU is divided into branches and in Western Australia has two branches one of which is the PTA Branch the other being the RTBU WA Branch.
- C. All the members of the RTBU employed in Western Australia are in accordance with the RTBU's rules assigned to either the PTA Branch or the RTBU WA Branch.
- D. ARTBIU is an organization registered in the state of Western Australia pursuant to the *Industrial Relations Act WA 1979* (IRA).
- E. The IRA provides that an organization registered pursuant to the FW(RO)A (in this recital ("the federal body")) is a counterpart federal body of an organization registered pursuant to the IRA ("registered organization") if members of the registered organization are:
 - 1. Members, or eligible to be members, of the federal body;
 - 2. Engaged in the same work, in aspects of the same work, or in similar work as members of the federal body;
 - 3. Employed in the same or similar work by employers engaged in the same industry as members of the federal body; or
 - 4. Engaged in work or in industries for which there is a community of interest between the federal body and the registered organization.
- F. All members of the ARTBIU are eligible to be members of the RTBU PTA Branch.
- G. All members of the ARTBIU are employed in the same or similar work by employers engaged in the same industry as that to which eligible members of the PTA Branch are employed.
- H. All the members of the ARTBIU are engaged in the same work or in industries for which there is a community of interest between the ARTBIU and the RTBU PTA Branch.

- I. The RTBU is the counterpart federal body of the ARTBIU pursuant to the section 71(1) of the IRA.
 - J. The RTBU is the federal counterpart of the ARTBIU pursuant to section 9A of the FW(RO)A.
 - K. The objects of the RTBU are also substantially those of the ARTBIU.
 - L. An unwritten administrative agreement exists, and has existed for many years, between the RTBU and the ARTBIU that is directed at reducing demarcation, reducing costs and enhancing efficiency in attaining the objects of the RTBU, and the ARTBIU.
 - M. The parties wish to set out in writing terms of the unwritten administrative arrangement that has existed for many years between the RTBU and the ARTBIU in this Deed and to have this Deed approved by the Full Bench pursuant to section 71(7) of the IRA and subsequently have the Deed registered as an alteration to the rules of the ARTBIU by the Registrar.
 - N. The parties seeks by that this Deed to, amongst other things:
 - 1. Reduce administrative costs to members assigned to the RTBU WA and PTA branches;
 - 2. Reduce the replication of services to its members assigned to the RTBU WA and PTA branches;
 - 3. Reduce the confusion that arises in relation to the two entities providing similar services to dual members; and
 - 4. Enhance the efficiency and effectiveness of representation of dual members.
 - O. The RTBU must employ the industrial staff required to ensure that the obligations owed by the RTBU to members of the PTA Branch are met.
 - P. The RTBU intends to be bound by, and as a consequence the PTA Branch will be bound by, the terms of this Deed.
 - Q. The ARTBIU intends to be bound by the terms of this Deed.
-

The parties agree as follows:

1. Definitions

In this Deed the following words and phrases have the meanings assigned:

- (a) "**ARTBIU**" means The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch

- (b) "**ARTBIU Branch Services**" means the facilities and services provided to the ARTBIU in accordance with clause 4;
- (c) "**ARTBIU Rules**" means the registered rules of the ARTBIU;
- (d) "**Commencement Date**" means the date of the execution by the last party in time to execute this Deed;
- (e) "**Commission**" means the body continued and constituted under the IRA under the name of *The Western Australian Industrial Relations Commission*;
- (f) "**Deed**" means this Deed inclusive of the Recitals;
- (g) "**dual member**" means a person who is a member of both the RTBU and the ARTBIU;
- (h) "**Full Bench**" means the Commission constituted as provided by section 15(1) IRA;
- (i) "**FW(RO)A**" means the *FairWork (Registered Organisations) Act 2009*;
- (j) "**IRA**" means the *Industrial Relations Act WA 1979*;
- (k) "**PTA Branch**" means the RTBU, West Australian PTA Branch as constituted by Part XVI of the RTBU Rules;
- (l) "**Recitals**" means the recitals at the beginning of this Deed;
- (m) "**Registrar**" means the chief executive officer of the *Department of the Registrar Western Australian Industrial Relations Commission* as provided for in the IRA;
- (n) "**RTBU**" means the Australian Rail, Tram and Bus Industry Union;
- (o) "**RTBU Rules**" means the registered rules of the RTBU; and
- (p) "**RTBU WA Branch**" means the RTBU, Western Australian Branch constituted by Part XV of the RTBU Rules;
- (q) "**s. 71 Certificate**" means a certificate issued pursuant to section 71(5) of the IRA by the Western Australian Industrial Relations Commission as a result of application FBM 6 of 2013.

2. Interpretation

In this Deed, unless the context indicates a contrary intention;

- (a) The singular includes the plural and the plural includes the singular;
- (b) A reference to a statute includes any:

- (i) Statute amending, consolidating or replacing that statute;
 - (ii) Regulation made under the statute as that regulation as is in force from time to time;
 - (c) Any expression, term, phrase or word used is to be interpreted consistently;
 - (d) Headings will not be taken into account in interpretation;
 - (e) A reference to a "clause" is, unless the context clearly indicates otherwise, a reference to a clause of this Deed;
 - (f) A reference to a "sub-clause" means, unless the context clearly indicates otherwise, a sub-clause of the clause in which the reference to the sub-clause is made;
 - (g) A reference to a "part" means, unless the context clearly indicates otherwise, a part of the sub-clause in which the reference to the part is made;
 - (h) A reference to a "Recital" is a reference to as recital of this Deed;
 - (i) A reference to a "Schedule" is a reference to a schedule to this Deed, and the schedule is to be read as a part of this Deed and consistently with it;
 - (j) A reference to a "day" in this Deed is a reference to the days Monday to Friday both inclusive, public holidays in Western Australia and New South Wales excepted;
 - (k) A reference to a "month" is a reference to a calendar month;
 - (l) A reference to "business hours" in this Deed is a reference to the hours of 9.00am to 5.00pm Australian Western Standard Time;
 - (m) Where any period of time, dating from a given day, act or event is prescribed or allowed for any purpose, the period, unless the contrary intention appears, is calculated exclusive of such day or the day of such act or event;
 - (n) Where the last day of any period prescribed or allowed in or by this Deed for the doing of any thing falls on a Saturday or Sunday or on a day which is a public holiday in the place in the place in which the thing is to be or may be done, the thing may be done on the first following day which is not a Saturday, Sunday or a public holiday in that place.
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3. Forbearance by the ARTBIU

The ARTBIU agrees to not collect entrance fees or subscriptions from a dual member for the period that:

- (a) The ARTBIU Rules provide that a member of the ARTBIU will be financial if the member is a financial member of the RTBU assigned to the PTA Branch; or
 - (b) The dual member maintains their financial membership of the RTBU and is assigned to the PTA Branch; or
 - (c) This Deed is in effect.
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4. Facilities and Services to ARTBIU

- (a) The RTBU, through its PTA Branch, agrees that the RTBU will provide to the ARTBIU the following services:
 - (i) Provision of industrial services;
 - (ii) Access to legal advice;
 - (iii) Provision of WorkCover services;
 - (iv) Provision of recruiting services for new dual members;
 - (v) Provision of all services relating to the ARTBIU's compliance with the IRA and/or any other relevant Western Australian legislation;
 - (vi) Provision of financial services;
 - (vii) Provision of administrative services;
 - (viii) Provision of administrative services relating to dual members inclusive of the provision of registrars, payment systems and other systems;
 - (ix) Provision of accounting and auditing services;
 - (x) Provision of letterhead, membership forms, and any other printed or written material that the ARTBIU reasonably require to be produced;
 - (xi) Provision of journals;
 - (xii) Provision of notices to members of the ARTBIU;
 - (xiii) Provision of equipment, including computing equipment, as may be necessary for the officers and/or officials and/or agents of the ARTBIU to perform their respective obligations;

- (xiv) Provision of the necessary staff, plant equipment, vehicles and other resources to ensure that the ARTBIU meets its obligations to the members assigned to it and meet its obligations as an organisation, registered pursuant to the IRA
 - (b) The RTBU will, to the extent only of the PTA Branch, meet the financial liabilities (if any) of the ARTBIU, properly and legally incurred by the ARTBIU in discharging its obligations pursuant to its rules and/or this Deed.
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5. Membership

- (a) The Membership Application Form, to be used by the PTA Branch and the ARTBIU, will be a joint Membership Application Form that provides for persons who apply to join PTA Branch, also apply to join the ARTBIU and vice versa.
 - (b) The RTBU will promptly inform the ARTBIU of any resignations it receives from persons who were members of the RTBU and assigned to the PTA Branch.
 - (c) The ARTBIU will promptly inform the RTBU PTA Branch of any resignations it receives from persons who were members of the ARTBIU.
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6. Joint Expenditure and Resourcing

- (a) The ARTBIU acknowledges, subject to clause 3, that the RTBU PTA Branch and WA Branch may jointly employ employees and jointly utilise other resources necessary to ensure that the ARTBIU's obligations to the members of the ARTBIU, pursuant to the rules of the ARTBIU, are discharged.
- (b) The parties agree that the Secretary of the RTBU PTA Branch and WA Branch will consult, as necessary, to ensure that the resources of the parties are effectively utilised, and that inconsistent instructions are not issued with respect to the use of employees and other resources, in delivering services and facilities in accordance with clause 4.
- (c) The RTBU PTA and WA Branches undertake, consistently for the undertakings set out in clause 4, that it is jointly responsible for the payment of general resources (including, but not limited to office space, utilities and other outgoings) and the payment of joint employees including all wages, all accrued entitlements and any other associated administrative expense.

- (d) The parties agree that the RTBU PTA and WA Branches will share costs for the totality of work performed and the parties each acknowledge that: whilst costs incurred for the purposes of the PTA Branch or WA Branch may vary on any given day, the costs incurred will over time balance out as between the RTBU WA Branch and PTA Branch in respect of its undertaking in clause 4.
- (e) The parties acknowledge that the RTBU PTA and WA Branches shall complete annual returns (including numbers of members) in accordance with obligations under the Fair Work (Registered Organisations) Act 2009
- (f) The parties agree that for the following year all costs expended by the RTBU in accordance with this deed shall be distributed between the WA and PTA Branches in proportion to the number of members in each branch reported in sub-clause (f) above.
- (g) For the purposes of this clause joint employees do not include:
 - (i) Elected full time officers of the RTBU PTA Branch and/or ARTBIU;
and
 - (ii) Elected full time officers of the RTBU WA Branch

insofar as the RTBU or the ARTBIU are responsible, in accordance with their rules, to make payment to those officers for performing their office or position as the case may be. Payments for these full-time elected officials remain the responsibility of the individual branch.

7. Further Services

The RTBU, in relation to the PTA Branch, and the ARTBIU agree that the RTBU and the ARTBIU may, in writing, agree to the provision of further or additional facilities or services, other than those provided in clause 4.

8. Geographical Provision

The RTBU, in respect of its PTA Branch, agrees to provide the ARTBIU Branch Services throughout Western Australia.

9. Commencement

This Deed commences on the commencement date and will continue until terminated.

10. Review

The ARTBIU and RTBU, in respect of the PTA Branch, agree that the provision of the ARTBIU Branch Services, or of any particular facility or service, will be reviewed, as either of the parties may request, by the giving of twenty one (21) days' written notice to the other party.

11. Dispute Resolution

In the event of a dispute about matters arising under this Deed, the procedure to resolve the dispute will be as follows:

- (a) The RTBU National Secretary and the ARTBIU Secretary will meet and confer on the matter;
 - (b) If the dispute cannot be resolved by the RTBU National Secretary and the ARTBIU Secretary pursuant to sub-clause (a), it may be referred to a mutually acceptable person for resolution by agreement;
 - (c) In the absence of agreement as to a mutually acceptable person, the person will be nominated by the National Executive of the RTBU;
 - (d) If a dispute is referred pursuant to sub-clause (b), the person to whom the dispute is referred may take any or all of the following actions as they consider appropriate to resolve the dispute:
 - (i) Convene a conciliation of the parties to the dispute;
 - (ii) Conciliate or make recommendations about particular aspects of a matter about which the parties are unable to reach agreement; and
 - (iii) Where a dispute cannot be resolved (including by conciliation) and both parties so request, determine the dispute.
 - (e) Subject to the rights of either party to enforce any aspect of this Deed in accordance with clause 19 of this Deed, the parties will treat any determination made under sub-clause (d) as binding upon them.
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12. Termination

The operative provisions of this Deed will remain in full force and effect only during such time as the s.71 Certificate remains valid and effective and will terminate simultaneously with the s.71 Certificate becoming or being held to be invalid and/or ineffective.

13. Relationship of the Parties

- (a) Neither the RTBU, inclusive of its PTA Branch, nor the ARTBIU has any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in the other's name.
 - (b) Nothing stated in this Deed will be construed as constituting the RTBU, inclusive of its PTA Branch, and the ARTBIU as partners, or as creating the relationship of employer and employee or principal and agent between the parties.
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14. Ratification of Prior Dealings & Release from Obligations

- (a) The parties hereby agree that in respect of their conduct in relation to their prior dealings with each other prior to the execution of this Deed they hereby ratify all acts done during the course of their dealings.
 - (b) Further in consideration of the entering into this deed they each release the other from all claims for repayment of any monies paid and/or received the one from the other including all claims in respect of any related interest, costs or expenses.
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15. Return of ARTBIU's Documents

- (a) Upon the termination of this Deed, the RTBU will deliver to the ARTBIU all of the ARTBIU's records, books and other documentation, whether in printed or in electronic form, whether prepared by the RTBU, its PTA Branch, or another person, that is in the RTBU's possession or control.
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16. Return of RTBU's Documents

- (a) Upon the termination of this Deed, the ARTBIU will deliver to the RTBU all of the RTBU's records, books and other documentation, whether in printed or in electronic form, whether prepared by the ARTBIU, or another person, that is in the ARTBIU's possession or control.
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17. Property and Assets

- (a) The parties agree that the preservation of assets must be safeguarded in the interests of the entire RTBU and ARTBIU membership and that no assets (including real property) shall be disposed of or otherwise dealt with without the consent of the RTBU National Executive and ARTBIU Executive.
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18. Notices

(a) Any notice, demand, consent or other communication (in this clause, a "Notice") unless otherwise expressly provided for in this Deed:

- (i) Must be in writing and signed by the sender or a person duly authorized by the sender;
- (ii) Given on a day as that expression is defined in this Deed;
- (iii) Must be addressed and delivered to the intended recipient at the address or fax number set out below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed:

A. To the ARTBIU:

The Branch Secretary
2/10 Nash Street
Perth WA 6000

Facsimile No: 08 92256733

B. To the RTBU:

The National Secretary
Suite 201
Trades Hall
4-10 Goulburn Street
SYDNEY NSW 2000

Facsimile No: 02 9319 2096

(b) A Notice will be taken to be duly given or made when delivered, received or left at the fax number or address provided for in sub-clause (a), provided that if delivery or receipt occurs later than 4pm (local time) at the place of delivery, it will be taken to have been given or made at the commencement of business on the next day.

19. Governing Law

This Deed will be governed and construed in accordance with the laws of the Commonwealth and the State of Western Australia and the parties will submit to the non-exclusive jurisdiction of the courts of that State in respect of any dispute of whatsoever nature arising under this Deed or its implementation or enforcement.

20. Severance

If the form, or any clause, sub-clause, paragraph, sub-paragraph or part thereof, of this Deed is held or found to be void, invalid, unenforceable, it will be deemed to be severed to the extent that it is void or voidable, invalidity or unenforceability, but the remainder of this Deed will remain in full force and effect.

21. Counterpart

- (a) This Deed may be executed in any number of counterparts and all counterparts, taken together will form one agreement.
- (b) A party may execute this Deed by executing any counterpart thereof.

22. Execution

EXECUTED as a deed by and under the seal of THE AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION OF EMPLOYEES, WEST AUSTRALIAN BRANCH by its authorized officers in accordance with rule 41.1 of its rules:



Signature of Secretary
Paul Robinson



Signature of President
Craig Dearth



EXECUTED as a deed by and under the seal of the AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION by its authorized officers in accordance with rule 84 of its rules:



Signature of National Secretary
Bob Nanva



Signature of National President
Phil Altieri

