



New Zealand Professional Firefighters Union

## **CHARTER**

### **BETWEEN THE NATIONAL UNION, BRANCHES AND LOCALS**

#### **PARTIES**

The Parties to this Charter are:

- Union Committee
- Union Council
- Each and every Branch Committees and Officials
- Each and Evert Local Committees and Officials

#### **PURPOSE**

This Charter sets out the principles of interaction and behaviours between the National Committee, Branches and Locals (the parties).

It is intended that the principles agreed below:

- establishes a framework for communication and -professional behaviour within the Union;
- are to promote transparency and fairness in the interaction between the parties;
- will assist in building relationships and trust with each other to better inform and influence outcomes so that all parties can focus on improving the working lives of the members;
- will preserve the reputation of the Union and its Officials;
- will provide a transparent and fair process for dealing with any disputes arising within the union structure.

#### **THE PARTIES:**

1. Commit to working together in good faith with the benefit of the membership as a whole as the paramount consideration.
2. Acknowledge that in accordance with the Rules the Conference is the ruling and decision-making body of the Union. When the Conference is not meeting, the Union Committee is the decision-making body, and when the Union Committee is not sitting the Council is the ruling and decision body. The Council undertakes the day to day management of the union and subject to the Rules and the financial standing orders, has the day-to day responsibility for overseeing the union finances, implementation of policies, direction on matters affecting members and employment matters.

## Communication and engagement

3. Agree that official communications between them shall be through the Secretaries of each committee, with each of the other committee members copied into the communication exchange. This shall ensure an open and honest exchange of information, and prevent misunderstandings from occurring. This does not prevent telephone discussions or unofficial communication occurring to ensure effective and efficient communication and to prevent any misunderstanding.
4. Agree that any press releases or public statements (including mainstream media and social media) involving, or potentially involving, issues of significant national interest/internal union disputes shall not be contrary to a national union position and shall only be issued by the NZPFU National spokesperson unless otherwise agreed with the Union Council. For the avoidance of doubt, Locals will still be able to issue notices to their members.
5. Agree that before release that any National notices on subjects regarding or affecting a specific Local, shall be sent to that Local as a courtesy and any issues arising discussed with that Local.
6. Agree that Union correspondence and internal documentation will not be published or distributed beyond the intended recipients unless otherwise agreed with the National Council. If matters concern the conduct of the National Council or Committee, those matters can be raised with the National Conference.
7. Agree communications, including but not limited to social media, will not include defamatory comments or attempts to embarrass Union officials, Union employees, Union members, or the reputation of the Union. Any breach can be dealt with in accordance with the Rules including the disciplinary procedures.
8. Agree that the senior officials of the Union can, and should, visit any Branch or Local and members as requested or required.
  - It is envisaged that the National officials and all Branch/Local officials will be able to develop a good working relationship and work together in good faith to enable meetings to occur and be conducted without recourse to strict guidelines.
  - Where practicable, the National officials will give 2 weeks prior notification to the Branch/Local of visits to members as a matter of courtesy.

- It is envisaged that any such visits would usually include an opportunity to meet with the Branch/Local officials and that Branch/Local Officials would be invited to attend any membership visits.
- Once nominations have been called for any election, any travel by nominated officials for such visits, unless otherwise agreed by the Committee, should be paid for by the official nominated. The purpose of this clause is to prevent Union funds being used for electioneering purposes. It is not intended to hinder or impede active union advocacy and representation.

### **Representation**

- 7 Acknowledge that the Union is most effective in representing the membership's interests through the committee structure. Therefore, it is important for any committee vacancies to be advertised and filled in accordance with the Rules. The Local will endeavour to fill vacancies as soon as practicable by conducting elections in accordance with the Rules.
- 8 Agree to investigate opportunities to improve the representation model. This should concentrate on how to best improve relationships and connections with its members, and ease the workload of senior Union officials. Any proposed changes must be promulgated to the wider membership for consultation and review and all members of that local must be provided the opportunity to make any decision through ballot. The parties acknowledge that any changes must be determined or enacted in accordance with the Rules.
- 9 Agree that active union participation in all matters affecting members is a primary responsibility of the union and that regular meetings with senior FENZ representatives both at a Regional and Area level help to build relationships and trust, and is a better way to inform and influence outcomes and make progress for members. Union representatives will participate in the following agreed meeting process with FENZ. The Local will notify the National Council if the agreed meeting process is not being achieved for whatever reason. The agreed meeting process includes:
  - a. Area meetings held at least every two months;
  - b. Regional meetings held at least three times a year
- 10 Locals shall endeavour to provide representatives when called upon to assist with working groups, design groups, specialist matter experts etc. The Local Committee shall immediately identify, or ask for expressions of interest, from its membership to assist in filling positions and notify the National Office accordingly.
- 11 Agree that Locals will engage in Area and Regional engagement meetings as agreed with the National Office.

### **Internal disputes**

12. Agree to abide by the following disputes process:

- i. Disputes concerning internal union matters identified by Local Committee must be attempted to be resolved by the Local in the first instance.
- ii. If the matter is not resolved the dispute is forwarded on to the National Committee. All relevant documentation including any Local Minutes must be provided to the National Committee.
- iii. The National Committee will regularly and always keep the Local advised of progress and will involve Local Officials with a view to reaching resolution.
- iv. The National Committee will hold a hearing (in person or by telephone) with the parties as soon as practicable to have a full and frank discussion with a view to resolving the matter. The parties will be provided reasonable notice of the Hearing which will take place unless the National Committee agrees that due to circumstances beyond a party's control, the hearing should be rescheduled.
- v. If the National Committee is not a party to the dispute, the National Committee decision shall be binding on the parties.
- vi. If the National Committee is a party to the dispute, and a resolution satisfactory to the parties has not been achieved, the parties will agree to the matter being determined by a disputes committee of three independent local representatives. The three independent local representatives shall be determined by agreement. The majority decision of the three independent locals shall be binding on the parties, provided any decision is not contrary to the Rules. In the circumstances of a split decision, the majority decision shall stand and the detail of how each Local voted shall remain confidential.

### **Amendments**

13. Recognise that this is a "living" document in the sense that amendments may be required. Any party may propose amendment/s at any time, however those amendment/s do not take effect unless all parties agree, or the National Conference agrees to endorse the amendment/s. The amended version of this document, with record of the agreement to amend, will be dated and made available to all Parties.

### **Signatories**

14. Agree the below signatories are signing for and on behalf of their Council/Committee/Branch/Local and in doing so are committing the

Council/Committee/Branch/Local to the above. It is envisaged that all Parties will agree to this Charter and sign accordingly.