

# By-Laws

# Interpretation

**“brand”** includes any business name, whether registered or not, as well as any common element used in a business name to indicate an affiliation or association that exists between businesses.

**“business”** includes a distinct part of the business or undertaking of an organisation operating under a separate business name, whether registered or not;

**“CEO”** Wherever reference is made in these By-Laws to the CEO, the reference will be taken to include the CEO’s duly authorised delegates.

**“Disciplinary and Dispute Resolution Procedure”** is the procedure, however titled from time to time, for dealing with matters arising under the RCSA Code for Professional Conduct.

**“fees”** includes any levy required to be paid in the same manner and subject to the same consequences as for non-payment of membership fees

**“organisation”** means:

- a sole trader; or
- a body corporate; or
- a partnership; or
- any other unincorporated association; or
- a trust; or
- a government department or agency.

**“related entity”** means any entity engaged in the supply of services for the on-hire, recruitment, contracting, management or administration of labour with regard to which the applicant represents that it has, or has given or has established any sponsorship, approval or affiliation.

# 1. Corporate Membership

In recognition of the different business models and structures used within the industry, the following provisions contained in By- Law 1 apply to applications for Corporate Membership.

## 1.1. Criteria for Corporate Membership:

- a. Only an organisation that is substantially engaged (or maintains a department or division that is substantially engaged) in the supply (including the supply to “internal clients”) of services for the on-hire, recruitment, contracting, management or administration of labour is eligible for Corporate Membership under this Part. A person not so engaged, but otherwise entitled to apply for Corporate Membership under the Constitution, may apply instead for membership as an RCSA Supporter under Part 4 of these By Laws.
  - b Subject to compliance with competition laws, an applicant for Corporate Membership may be required to apply for membership in respect of all (or other) businesses, which it conducts and in respect of all (or other) of its related entities that are substantially engaged in the supply of services for the on-hire, recruitment, contracting, management or administration of labour (“Membership Extension Principle”).
- 1) An applicant for Corporate Membership may be required to apply for membership, and assessed for fees, with regard to each office and jurisdiction within Australia and New Zealand in which it carries on business whether it maintains a physical presence there or not.
  - 2) An applicant for Corporate Membership must supply RCSA, so far as it may reasonably require, with all relevant information with regard to related entities or businesses conducted by it within Australia and New Zealand, that are involved in the supply of services for the on-hire, recruitment, contracting, management or administration of labour so as to permit correct Membership category assessment by the CEO for recommendation to the Corporate Membership Accreditation Panel (“CMAP”).
  - 3) Each year, on renewal, Members must confirm / amend such information as part of the renewal process. Failure to do so, or the provision of incorrect information, may result in rejection of an application for Membership or non-renewal of a Membership.
  - 4) It is a condition of Corporate Membership that the Corporate Member:
    - a) maintains, at all times, an effective subscription to RCSA’s corporate communications including its electronic communications; and
    - b) ensures that its Corporate Representatives and any staff having a responsibility for the supply of an Employment Service have undertaken and satisfactorily completed any mandatory Code Training component of RCSA’s Continuing Professional Development program prior to exercising such responsibility and at least once in each twelve-month period thereafter; and
    - c) has on staff and available during all times when the Corporate Member is open for business, an Executive Director, owner/operator or senior manager working within the corporation, who has a minimum of 2 years’ relevant, recent and ongoing recruitment industry experience or such other formal qualifications as RCSA may stipulate as a condition of membership
  - 5) It is a condition of Corporate Membership that:
    - a) Any Corporate Member that provides labour hire services in a jurisdiction where labour hire licensing is mandated by law must hold and maintain a valid labour hire license for each such jurisdiction. The Corporate Member must supply RCSA with evidence of compliance with all relevant labour hire licensing requirements in each applicable jurisdiction as part of the Membership application. Failure to obtain or maintain a required labour hire license may result in the rejection of an application for Membership, subject to the discretion of the Corporate Membership Accreditation Panel (“CMAP”) or Professional Conduct Grievance Intervention and the imposition of sanctions in accordance with the Constitution.
    - b) The Corporate Member is responsible for ensuring ongoing compliance with all applicable labour hire licensing obligations and must promptly notify RCSA of any changes or issues relating to their labour hire license status, including any enforcement action or imposition of conditions taken with respect to the license.

- 6) It is a condition of Corporate Membership that the applicant or member disclose any prior behaviour or change in the circumstances disclosed at the time of applying for membership, which could reasonably be expected to reflect adversely on the character or reputation of the Member, the Association, or the Industry. This includes the applicant and any relevant member or shareholder companies disclosing their listing on either ASIC or NZCO's banned and disqualified register.
- 7) It is a condition of Corporate Membership that the Corporate Member:
  - a) In the event that a Corporate Member enters into, or is placed under, administration, liquidation, or any form of insolvency proceeding, including becoming bankrupt or taking advantage of the laws of bankruptcy, or having a receiver or receiver and manager appointed to any of the member's business assets, the Corporate Member must promptly disclose to RCSA all relevant circumstances and documentation.
  - b) The Corporate Member must also notify RCSA of the identity of any administrators, liquidators, or other insolvency practitioners and provide their contact details.
  - c) This obligation includes, but is not limited to, providing RCSA with access to reports, notices, and any other documentation that the Corporate Member is required to prepare or submit as part of the administration or liquidation process and which it may lawfully provide to RCSA.
  - d) Failure to comply with these disclosure requirements may result in the Professional Conduct Grievance Intervention and the imposition of sanctions in accordance with the Constitution.
- 8) It is a requirement for admission to Corporate Membership that the member or applicant for membership conducts, or agrees to conduct, business in a manner that is consistent with:
  - a) the RCSA Code of Professional Conduct;
  - b) any written undertaking, commitment, or other assurance given to and accepted by RCSA with respect to measures that the member or applicant for membership would take to ensure that they conduct business in a manner consistent with the RCSA Code of Professional Conduct.

## 1.2. Corporate Membership

- a. Multiple Businesses conducted by the One Organisation
 

An applicant for Corporate Membership that conducts business under different brand names may be required to take out a Group Corporate Membership.
- b. Related Entities
 

A membership certificate may be issued as a Group Corporate Membership Certificate to the members of a Corporate Group.
- c. Corporate Members with Virtual Operations/Networks
 

Applicants for Corporate Membership, whose business model or structure includes virtual operators in Australia or New Zealand, must indicate, in their membership application, those jurisdictions where they carry on business.
- d. International Corporate Members with international locations
 

Applicants for Corporate Membership, who have offices outside Australia and New Zealand, may apply for Corporate Membership in the appropriate category and may (but it is not mandatory) choose to include those overseas offices as part of a group membership; PROVIDED that in any such case they agree to submit to the applicable laws of Australia or New Zealand (as the case may be) and the jurisdiction of the Australian or New Zealand courts (as the case may be) in respect of any dispute or matter arising in connection with their membership.
- e. Franchises
  - i. Subject to compliance with competition laws, when a franchisee that has the same brand as other franchisees or its franchisor applies for Membership, all franchisees within the franchise group in Australia and New Zealand may be required to apply for Membership, with each franchisee completing a separate application.

- ii. Group Corporate Membership can be negotiated; but franchisees must be admitted separately and commit separately to Membership responsibility.
- iii. It is incumbent upon the franchisor, where it is the applicant, to assist RCSA to facilitate this process with its franchisees so that the Membership process is as efficient as possible.

f. Membership Extension Exceptions

- i. If a case is made by an applicant for Corporate Membership for an exception to the Membership Extension Principle and is accepted by the CMAP and ratified by the Board, the exception is deemed to be approved for that Member only.
- ii. An exception may be granted in any case where an applicant for membership can demonstrate to the satisfaction of RCSA:
  - A. that it has arrangements in place (including training arrangements) reasonably sufficient to secure compliance of any business, related entity, virtual operator, overseas office, franchisee, or downstream supplier to whom or to which the Membership Extension Principle would apply but for the exception (“Subordinates”); or
  - B. that, if required by RCSA, it will be answerable for and remain liable to the imposition of sanctions in respect of the conduct of any Subordinate whose conduct is inconsistent with the Code.

1.3. Single Jurisdiction / Single Office Membership

Applicants for Corporate Membership in this category need to head count all staff in the entity for the purpose of Membership classification.

1.4. Region Membership

Members will be identified as Region Members if their principal place of business is more than 70km outside the Central Business District (“CBD”) of the capital or principal city of any State or Territory in Australia in which they carry on business; or more than 70km outside the CBD of the Council Seat of any Region or Unitary Authority in New Zealand in which they carry on business. In all other cases, entities will be identified as CBD Members.

1.5. Membership Classification

Single Jurisdiction Members	Category	No Staff (direct hire total)
All Members	I	1- 3
CBD Members	H1	4- 10
CBD Members	H	11 +
Region Members	G1	4- 10
Region Members	G	11 +
1 Aust & 1 NZ Office	F1	-

Multiple Jurisdiction Members	Category	No Staff (direct hire total)
Multiple Offices in 1 RCSA Region	F	
Offices across 2 RCSA Regions	E1	1- 5
Offices across 2 RCSA Regions	E	6+
Offices across 3 RCSA Regions	D1	1- 5
Offices across 3 RCSA Regions	D	6+
Offices across 4 RCSA Regions	C1	1- 5
Offices across 4 RCSA Regions	C	6+
Offices across 5 RCSA Regions	B1	1- 5
Offices across 5 RCSA Regions	B	6+
Offices across 6 RCSA Regions	A1	1- 10
Offices across 6 RCSA Regions	A	11 +

#### 1.6. Membership Fees

- a. Membership fees are determined by the RCSA Board and reviewed annually.

#### 1.7. Application Fees

- a. A non-refundable application fee is to be paid for each Membership application in the various categories.

#### 1.8. Non-Payment of Fees

- a. Any Member that has not paid fees within 14 days from the due date for payment will be served a reminder notice to pay all outstanding sums.
- b. Any Member that has not paid fees within 14 days from the date of receiving a reminder notice will be served a final notice to pay outstanding sums.
- c. Any Member that has not paid fees by the date notified in the final notice will be deemed to have declined to renew membership or evinced an intention no longer to be a member (as the case may be) and may be removed from the Register as provided for in the Constitution.
- d. If a person who has been removed from the Register under the preceding paragraph:
  - i. applies for reinstatement of membership within twelve months of removal from the Register; and
  - ii. pays all outstanding fees; and
  - iii. pays in advance membership fees for the year next following the person's removal from the Register; and
  - iv. completes RCSA's Code training within the period of one month prior to reinstatement; and
  - v. complies with such further requirements as the Board may determine

the person may be reinstated to membership and the person's name restored to the Register.

## 1.9. Membership Information Changes

### a. Change of Ownership, Brand or Delegate

- i. Membership certificates are not transferable and remain the property of the RCSA.
- ii. When a Member changes (including the making of a partial change) its ownership or its brand, it must
  - A. notify the RCSA of any changes within 14 days.
  - B. , return its Membership certificate together with the information requested in the change of details form within a further 14 days.
- iii. The Membership will then be reviewed by the CEO for continuity, and upon approval, a Membership certificate will be reissued.

### b. Other Data Changes

- i. Any other changes to information in the membership, including other changes to management or control must be provided by the Member to the RCSA within 30 days of the change.

## 1.10. Objections to Membership

- a. Objections to Membership will only be considered when they are made in writing and contain specific allegations against a potential Member and/or current Member.
- b. If an objection is raised against a Member, or potential Member, the CMAP must:
  - i. examine the validity of the objection and,
  - ii. if necessary, request a Region Council to further investigate the objection, and
  - iii. if appropriate, give a hearing to both parties, and
  - iv. forward a recommendation to the RCSA Board for determination

PROVIDED THAT if the objection falls within Disciplinary & Dispute Resolution Procedure then the matter should be referred to the Ethics Registrar.

## 2. Accredited Members

The *RCSA Professional Accreditation Framework* allows for two key categories of individual membership: Professional Membership; and Non-Professional Membership (Associate).

### 2.1. Facilitation of Membership

- a. In recognition of the different roles consultants undertake in the industry and the many pathways to qualifications, the procedures and regulations in this By-Law may be applied from time to time by the Consultant Accreditation Panel (“CAP”) to accredit individuals and admit them into the Members Register upon acceptance by the Board and payment of the required fees.

### 2.2. Accredited Membership

- a. Any natural person, who has been accredited by the CAP, may upon acceptance and payment of the prescribed fee, be registered as an Accredited Member of the Association. These By-Laws also provide for the bestowing of Honorary membership upon an individual.
- b. An Accredited Member shall be classed, in accordance with definitions contained in the RCSA Levels and Criteria of Professional Membership and the RCSA Professional Accreditation Framework as issued from time to time, and, at the time of issuance of these By-Laws, as one of the following:
  - i. an Accredited Professional;
  - ii. a Member;
  - iii. a Fellow;
  - iv. a Life Fellow;
  - v. an Honorary Member or Honorary Fellow, being a person selected by the Board from time-to-time at their discretion, as a person who is of acknowledged eminence in some activity related to the on-hire/recruitment industry or, who by reason of position, eminence or experience, has rendered outstanding assistance over a long period in promoting the objectives of the Association and for whom CPD maintenance is not applicable. Honorary Membership or Honorary Fellowship is not a category of Professional Membership;
  - vi. a Non-Professional Member (“Associate”).
- c. The following post-nominals will be awarded:

<i>Accredited Professional</i>	<i>APRCSA</i>
<i>Member</i>	<i>MRCSA</i>
<i>Fellow</i>	<i>FRCSA</i>
<i>Life Fellow</i>	<i>FRCSA (Life)</i>
- d. It is a requirement for admission to accredited membership that the member or applicant for membership conducts, or agrees to conduct, business in a manner that is consistent with:
  - i. the RCSA Code of Professional Conduct;
  - ii. any written undertaking, commitment, or other assurance given to and accepted by RCSA with respect to measures that the member or applicant for membership would take to ensure that they conduct business in a manner consistent with the RCSA Code of Professional Conduct.

### 2.3. Professional Renewal (other than Life & Honorary)

- a. Each year Professional Members (other than Life and Honorary) will be required to renew their commitment to the continuing professional development program (“CPD Commitment”)

and demonstrate that they have maintained a Continuing Professional Development program (“CPD Maintenance”) to the level prescribed by the RCSA Levels and Criteria of Professional Membership issued from time to time.

- b. Professional Members (other than Life and Honorary) will be sent a 90-day reminder on their CPD Commitment and CPD Maintenance requirements; and a 30-day reminder before the expiry date of their registration as a Professional Member.
- c. Should the required CPD Commitment not be renewed, or should the Member be unable to demonstrate that he/she has maintained the required Continuing Professional Development Program, then the Accreditation will be deemed expired and the individual may need to re-apply for assessment by the CAP.

#### 2.4. Previous Members

Former Professional Members and non-financial Professional Members (i.e. Members who have been suspended pursuant to paragraph 2.8(d) of the RCSA Constitution) are not permitted to use their post-nominals on any stationery, advertising material or website.

#### 2.5. Membership Fees

- a. Professional Members (other than Life and Honorary) will pay a fee annually to maintain the monitoring of their professional recognition program.
- b. Non-Professional Members (Associates) will pay a fee annually to maintain their registration.

#### 2.6. Non-Payment of Fees

- a. Any Accredited Member who has not paid fees within 14 days from the due date for payment will be served a reminder notice to pay all outstanding sums.
- b. Any Accredited Member who has not paid fees within 14 days from the date of receiving a reminder notice will be served a final notice to pay outstanding sums.
- c. Any Accredited Member who has not paid fees by the date notified in the final notice will be deemed to have declined to renew membership or evinced an intention no longer to be a Member (as the case may be) and may be removed from the Register as provided for in the Constitution.
- d. If a person who has been removed from the Register under the preceding paragraph:
  - a. applies for reinstatement of membership and accreditation within twelve months of removal from the Register; and
  - b. pays all outstanding membership renewal fees; and
  - c. pays in advance membership renewal fees for the year next following the person’s removal from the Register; and
  - d. completes RCSA’s Code training within the period of one month prior to reinstatement; and
  - e. complies with such further requirements (including any Continuing Professional Development requirements) as the Board may determine

the person may be reinstated to membership and accreditation (as the case may be) and the person’s name restored to the Register.

#### 2.7. Membership Information Changes

- a. Change of Name
  - i. Accreditation certificates are not transferable and remain the property of the RCSA.
  - ii. When an Accredited Member changes his/her name, the Member must:
    - A. notify the RCSA Head office of any changes within 14 days
    - B. return the accreditation certificate, together with the evidence of the name change e.g. (Marriage Certificate) within a further 14 days.

- iii. The Accreditation will then be reviewed by the CAP for continuity, and upon approval, an Accreditation certificate will be reissued.

b. Other Data Changes

Any other changes to information in respect to the Accredited Member must be provided by the individual to the RCSA b within 30 days of the change.

## 2.8. Objections to Membership

- a. Objections to Membership will only be considered when they are made in writing and contain specific allegations against a potential Accredited Member and/or current Accredited Member. An objection may be raised by RCSA's Ethics Registrar on the basis of information that was lawfully collected in connection with the handling of any matter dealt with under RCSA's Disciplinary & Dispute Resolution Procedure, and which may lawfully be retained, used and disclosed in connection with membership applications.
- b. If an objection is raised to an Accredited Member, or potential Accredited Member, the CAP must:
  - i. examine the validity of the objection and,
  - ii. if appropriate, authorise a further investigation of the objection, and
  - iii. if appropriate, give a hearing to both parties, and
  - iv. forward a recommendation to the RCSA Board for determination;

PROVIDED THAT if the objection falls within the Disciplinary & Dispute Resolution Procedure then the matter should be referred to the Ethics Registrar.

## 3. RCSA Councils, Committees & Special Interest Groups

### 3.1. Application

- a. Unless otherwise stated, all provisions in these By-Laws that relate to Councils apply (subject to any relevant Terms of Reference and with the necessary changes to terminology) to Region Councils, sub-Region Councils, and Member Group Councils.
- b. Councils, Committees, sub-Committees and Special Interest Groups formed under these By-Laws will operate in accordance with Terms of Reference established from time to time by the Board.

### 3.2. Councils

#### 3.2.1 Election of Councillors

- a. Each Region or Member Group shall have a Council to assist the Board in the management and control of the Association. This Council will consist of a Chair, two Vice Chairs and Councillors as specified in its Terms of Reference.
- b. Members eligible to vote under the Constitution shall, for their respective Regions or Member Groups, elect a Council that ensures Accredited Members are represented following, as nearly as is practicable, the procedures contained in the Constitution for elections. Councils will include at least two Individual Members and at least two Corporate Representatives.
- c. Additional members, can be chosen from amongst the Professional Members or the Corporate Representatives and co-opted to the Region Council at any point by the Chair in consultation with the CEO.
- d. The Chair in consultation with the CEO may vary the requirements of 4.2.1 (b) to ensure the formation of a workable Council.
- e. Nominations of candidates for election to a Council shall:
  - i. be made in writing using the nomination format specified by RCSA from time to time (which can include electronic or online forms),
  - ii. approved by two Members of the relevant Region or Member Group and Membership class and accompanied by the consent of the candidate; and
  - iii. be delivered to the RCSA by the specified deadline.
- f. RCSA shall forward nomination forms to all Corporate Representatives and Accredited Members for the purpose of nominating candidates, giving a period of 14 days' notice of the closing date for nominations to be received in accordance with By Law 4.2(d).
- g. If insufficient nominations are received to fill all vacancies for elected positions on the Region Council, the candidates nominated shall be deemed elected.
- h. If the number of nominations received is equal to the number of vacancies for elected positions to be filled, the person nominated shall be deemed to be elected.
- i. If the number of nominations received exceeds the number of vacancies for elected positions to be filled, a ballot shall be held. The ballot for the election of Members of the Region or Member Group Council shall be conducted via post or electronic means.
- j. The elected and appointed Members shall conduct a Council meeting and shall elect from their number the various office bearers in accordance with By Law 4.2.1(a). This will be completed at the next Council Meeting prior to the RCSA Annual General Meeting.
- k. The nomination for the appointment as a Director to the Board shall be minuted and notified to the Company Secretary at least 14 days prior to the date of the RCSA Annual General Meeting.

- l. Each Council will report directly to the Board, although they may request a Member of the Board to present any report to the Board if they so desire.
- m. A Council may delegate any of its powers and/or functions to one or more Committees or sub-Committees consisting of one or more Members of the relevant Council and such other Members of the relevant Region as the Board think fit. Any Committee or sub-Committee so formed shall conform to any regulations that may be imposed by the Board.
- n. Each Council must establish further Committees and sub-Committees as required by the Board.

### 3.2.2 Length of Service

- a. Commencing from the date of the Annual General Meeting for 2019:
  - i. terms for elected, appointed and co-opted members of the Council shall be for two years; and
  - ii. elected, appointed and co-opted members of the Council may hold office for a maximum of ten years; or if they are directors, for whilst ever they continue to serve as a director – whichever is longer.
- b. The Chair in consultation with the CEO may vary the requirements of 4.3. (a) to ensure the formation of a workable Council.

### 3.2.3 Conflict of Interest

- a. Councillors must: -
  - i. disclose to the Council all actual or potential conflicts of interest which may exist or might be reasonably be thought to exist between the interests of the Councillor and the interests of the RCSA in carrying out the activities of the Association and
  - ii. at the request of the Council within seven (7) days or such further period as may be allowed, take such steps as are necessary; and reasonable to remove any conflict of interest referred to above.
- b. If a Councillor cannot or is unwilling to remove a conflict of interest as required, then he/she must absent themselves from discussion of matters to which the conflict relates. This exit and entry should be recorded in the minutes.
- c. Councillors will indicate to the Chairperson any potential conflict of interest situation as soon as it arises.
- d. The same requirement will exist for related party transactions. Related party transactions include any financial transactions with the Association at any level. Related party transactions will be reported in writing to each RCSA Board meeting.
- e. Where an elected Councillor is employed or engaged in activity as a vendor or supplier to the industry the Chair retains the right to exclude such individuals from discussions and voting that would, in the opinion of the Chair, constitute an actual, or perceived, conflict of interest.

### 3.2.4 Council Meetings Meeting Frequency, Time, Place and Attendees

- a. Unless otherwise provided for in its Terms of Reference, a Council will meet at least on a quarterly basis face to face or by teleconference or other means.
- b. Additional Council meetings can be convened when:
  - i. the Council or the Chair determines; or
  - ii. three Council Members call a meeting.

In such situations, a minimum of seven days' notice must be given.

- c. Meetings will occur at a venue determined by the Chair.

## 3.3 Committees, Sub-Committees, Special Interest Groups

### 4.3.1 Committee and Special Interest Group Members

- a. Committees, Sub-Committees and Special Interest Groups will be established as required by the direction of the Board or Councils (as per 4.2.1f). Their structure will be outlined in the Terms of Reference established for the Committee, Sub-Committee or Special Interest Group.
- b. Corporate Representatives and Individual members will be invited to join the Committees, Sub-Committees and Special Interest Groups. There is no formal nomination process required to join these Committees or Special Interest Groups.

#### 3.3.2 Length of Service

- a. There is no set length of term for members of Committees, Sub-Committees or Special Interest Groups. Any determinations will be detailed in the relevant Terms of Reference.

#### 3.3.3 Conflict of Interest

- a. Committee, Sub-Committee and Special Interest Group members must abide by clause 4.2.3 of these by-laws.

#### 3.3.4 Meeting Frequency, Time, Place and Attendees

- a. Unless otherwise provided for in its Terms of Reference, a Committee, Sub-Committee or Special Interest Group will meet at least on a quarterly basis face to face or by teleconference or other means.
- b. Additional meetings may be called by the Chair.

## 4 RCSA Supporter

### 4.1 Criteria for RCSA Supporter

Any organisation, not eligible for corporate membership under these By Laws, who provides a service to the Industry who agrees in writing to be bound by and comply with the Constitution and the By Laws of the Association and is eligible under the By Laws to be a Supporter, can apply to be an RCSA Supporter.

### 4.2 Supporter Entitlements

Supporters shall not be entitled to vote at any General Meetings, appoint a Corporate representative or sit on a Council or the Board unless by special resolution of the Board.

### 4.3 Supporter Fees

- a. The Supporter fees are determined by the RCSA Board and reviewed annually.
- b. Any Supporter that has not paid Supporter fees after one month from the due date for payment of such fees will be served a reminder to pay all outstanding fees.
- c. Any Supporter that has not paid Supporter fees after one month from the date of receiving a reminder notice will be served a final notice to pay outstanding fees. If any fees shall remain unpaid for a period of 14 days after the final notice is served to a Supporter by the Association the Supporter at the discretion of the Board will be barred by resolution of the Board from representing that it is a Supporter notwithstanding that the Board may reinstate the Supporter on payment of all arrears if the Board thinks fit to do so.