

PROPOSED AMENDMENTS TO THE CONSTITUTION

Current Clause/Wording	Proposed amendment
Cover page:	<ul style="list-style-type: none"> • Change logo to the new AFLTUA logo • Add latest review date
Clause 1 – Definitions and Interpretation	<p>Authorised Person means a person who for the purposes of Clause 34 is permitted to authorise payments on behalf of the Association, and shall include, the President, Vice President(s), Secretary, other Officers, or any other member authorised from time to time by the Committee, excluding the Treasurer.</p> <p>Change wording to read: Authorised Person means a person who, for the purposes of Clause 34, is permitted to authorise payments on behalf of the Association, and shall include, the President, Treasurer and Secretary.</p>
Clause 1 – Definitions and Interpretation	<p>Add definition: Member means all or any type of membership – add this definition so the term member is not ambiguous.</p>
Clause 1 – Definitions and Interpretation	<p>Officials HQ is the online resource used by the Association to record availability and to advise of umpiring appointments.</p> <p>TG Sports is the online resource used by the Association to register members for insurance purposes and to record details of membership as per Clause 7.</p> <p>Replace both definitions with : Data Management System – means the latest system used by the AFLQ to record availability and to advise of umpiring appointments. Take out clause relating to sports TG</p>
Clause 4.1	<p>To recruit, train, and support members (game officials) for Australian Rules Football in the Townsville region.</p> <p>Remove the word recruit To train and support members (game officials) for Australian Rules Football in the Townsville region.</p>
Clause 4.2	<p>Add new clause (to separate from above mentioned clause) To assist with recruitment of umpires for Australian Rules Football in Townsville region.</p>
Clause 5.1.1	<p>Umpires shall let the Regional Umpires Manager know of their availability each week via Schedula to enable appointments to be made</p> <p>Wording change Replace word Schedula with AFLQ approved data management system</p>
Clause 5.1.5	<p>Association member appointed goal umpires will act as game managers ensuring all umpires are ready to go, games commence on time, as well as assisting field umpires with match paperwork.</p> <p>Change wording: AFLQ appointed goal umpires will act as game managers ensuring all umpires are ready to go, games commence on time, as well as assisting field umpires with match paperwork</p>
Clause 5.1.7	<p>Umpires are responsible for completing the pay sheets with the games they have umpired as per the pay sheet process (Appendix 1).</p>

	Delete clause: paysheets no longer apply
Clause 5.1.8	The expected dress standard of all officiating umpires arriving for their game/s is the Association Polo, black shorts, pants or skirt and black shoes. Change word Association to read AFLQ: The expected dress standard of all officiating umpires arriving for their game/s is the <i>AFLQ Polo</i> , black shorts, pants or skirt and black shoes.
Clause 5.1.9	Match attire provided as part of the membership fees must be worn while officiating games Change word membership to AFLQ registration: Match attire provided as part of the <i>AFLQ registration</i> must be worn while officiating games
Clause 5.4	5.4 Accreditation 5.4.1 All umpires are required to hold a minimum of Level 1 accreditation in their chosen discipline to be able to perform their duties. 5.4.2 Level 1 Accreditation is not mandatory for first year umpires. 5.4.3 Level 2 can be attained after a minimum of 2 years of umpiring with suitable experience gained and with the agreement of the RUM Remove clause – no longer applicable
Clause 5.5	5.5. Ground Entry Card 5.5.1 This card is issued by the Umpires Association on behalf of AFL Townsville. 5.5.2 To be used by active members only, for free entry into grounds for AFL Townsville games that the member has been appointed to officiate at. 5.5.3 These cards are not transferable and cannot be shared with family and friends or used for games where the member is not officiating. Remove clause – no longer applicable
Clause 6.4 (c)	Add clause: a) If still actively umpiring must complete the annual membership form
Clause 6.4 (h)	Add clause Life membership must be ratified by the committee prior to AGM (<i>as per process</i>)
Clause 6.4 (i)	Add clause Application for life membership must be submitted to the secretary as an agenda item prior to the AGM (<i>As per process</i>)
Clause 7.4	The register may be kept in an electronic format including Sports TG or similar. Delete the wording: including Sports TG or
Clause 9.3	Delete current clause and replace with: The new membership year commences on 1 February of each year.
Clause 9.5	Members paying by deductions from match fees will be required to pay a \$50 joining fee up front. Delete clause – no longer applicable
Clause 9.6	Any member having fees deducted from match payments will be deemed to be a financial member for any meetings held throughout the season.

	Delete Clause – no longer applicable
Clause 10.1	<p>The Secretary of the Association shall vet all new applications for membership and refer any applications that maybe questionable to the Committee for ratification. The Committee must decide at their next meeting whether to accept or reject the application.</p> <p>Change wording as follows: The Secretary of the Association shall refer all membership applications to the committee for ratification. This includes Life members still actively umpiring.</p>
Clause 11.2	<p>The Committee shall consider whether the membership should be terminated if a member:</p> <p>Add wording: this includes all types of membership</p>
Clause 11.3	<p>The member concerned shall be given a full and fair opportunity of presenting their case and if the Committee resolves to terminate the membership it shall instruct the Secretary to advise the member in writing accordingly.</p> <p>Change wording: The member concerned shall be given <i>reasonable</i> opportunity to present their case and if the Committee resolves to terminate the membership it shall instruct the Secretary to advise the member in writing accordingly.</p>
Clause 11.4	<p>Before a membership is terminated, the Committee must give the member a full and fair opportunity to show why the membership should not be terminated.</p> <p>Change wording: Before a membership is terminated, the Committee must give the member <i>reasonable</i> opportunity to show why the membership should not be terminated.</p>
Clause 11.6	<p>Add clause: Reasonable opportunity can include written, face to face, electronic, or by other means deemed appropriate by the committee.</p>
Clause 11.8	<p>Termination of membership also terminates the members accreditation.</p> <p>Remove clause no longer applicable</p>
Clause 14.1	<p>At the Special Appeal Meeting, the applicant must be given a full and fair opportunity to show why the application should not be rejected or why the membership should not be terminated.</p> <p>Change wording: At the Special Appeal Meeting, the applicant must be given a <i>reasonable</i> opportunity to show why the application should not be rejected or why the membership should not be terminated.</p>
Clause 15.2	<p>An umpire will accept the Umpires Advisor/Manager’s decision in regard to appointments, training, interpretations of the rules as final.</p> <p>Change wording: An umpire will accept the <i>Regional Umpires Manager (RUM), Coach or Mentors</i> decision in regard to appointments, training, interpretations of the rules as final.</p>
Clause 16.2	<p>All umpires are to adhere to the conditions of the <u>Code of Conduct</u> at all times.</p> <p>Reword: All members are to adhere to Code of Conduct of AFLTUA, AFLT AND AFLQ</p>

<p>Clause 16.4.1</p>	<p>Any breaches of the code of conduct and/or constitution will result in the member being brought before the executive committee to explain their actions.</p> <p>Reword: Any breaches of the code of conduct and/or constitution will result in the member being either investigated, required to explain their actions or being brought before the executive committee.</p>
<p>Clause 16.4.2</p>	<p>A member who is found to have breached the code of conduct or bi-laws can be sanctioned by the Executive Committee.</p> <p>Change wording: or bi-laws to Constitution</p>
<p>Clause 18.1 c)</p>	<p>Remove Clause, no longer applicable</p>
<p>Clause 19.1</p>	<p>The Regional Umpires Manager role <i>is appointed by AFL Townsville</i>. The Regional Umpires Manager is not a member of the Associations Executive Committee but is of similar standing within the Association and is welcome to attend Committee meetings. The duties and remuneration for the position are set by AFL Townsville at the start of the tenure. The Regional Umpires Manager role should include, but not be limited to, the following duties:</p> <ul style="list-style-type: none"> a) Appointments of umpires for matches b) Management of the training schedule for the umpiring group c) Coaching and identification of umpires for representative matches, tournaments, and talent programs d) Assessment of umpires for accreditation purposes e) Advocacy for the umpiring group at league and club meetings <p>Change wording: AFL Townsville to AFL Queensland Remove wording in red: no longer required in our constitution</p>
<p>Clause 21.1 (c)</p>	<p>Attend AFL Townsville League meetings and promotional events as required</p> <p>Change wording: Attend AFLQ/AFLT League meetings and promotional events as required</p>
<p>Clause 21.6.2 (b)</p>	<p>Canteen Coordinator - see Job Description Appendix 5</p> <p>Delete clause and job description and Change role to Social Media Committee Member</p>
<p>Clause 23</p>	<p>Remove whole clause – was tried and did not really work</p>
<p>Clause 24.1.1 (g)</p>	<p>The Secretary shall check the names of the nominees for each office and ensure that they are qualified as a financial member to nominate.</p> <p>We don't actually have a membership end date that enables people to be current for nomination. As we have selected 1 Feb for the membership year to start maybe we should make end of membership year 31 Jan - yes / no and incorporate into the constitution so its not ambiguous.</p>
<p>Clause 24.2.1</p>	<p>Should there be only the number of nominees required for any office received in writing, the person chairing the AGM can call for additional nominations from the floor.</p> <p>Delete - covered in Clause 24.1.1 e)</p>
<p>Clause 24.2.2</p>	<p>Should there be more nominees for any office than required for that office, the person chairing the AGM shall conduct an open ballot for that office at the AGM.</p>

	Add to Clause 24.1 and delete the need for 24.2 at all
Clause 24.3 (h)	Election of Patron (if applicable) Delete: Delete this clause not applicable
Clause 25.2.12	All acts done, or decisions made by any meeting of the Committee, or any member thereof shall, notwithstanding that it be afterwards discovered there was some defect in the appointment of such member or all or any members of the Committee, be as valid and effective as if they had been properly appointed, unless it is proved the appointment was made in fraud or bad faith. Reword: All acts or decisions made by any meeting of the Committee or members, even if it is later discovered there was a defect in their appointment, will be as valid and effective as if they were appointed properly, unless fraud or bad faith has been proven.
Clause 25.5.1	A written resolution signed by each member of the Committee is as valid and effectual as if it had been passed at a committee meeting that was properly called and held. A resolution mentioned in this clause may consist of several documents in like form, each signed by one (1) or more members of the Committee. Change wording to include following: A written resolution signed by each member of the Committee is as valid and effectual as if it had been passed at a committee meeting that was properly called and held. A resolution mentioned in this clause may consist of several documents in like form, each signed by one (1) or more members of the Committee, or can be conducted via electronic format, where the committee members can vote on the resolution, and the minutes at the following executive meeting updated to show the details of the electronic resolution.
26.2.4 (a)	A meeting called to hear and decide the appeal of a person against a management committee's decision Change the word management to executive
26.5.4	A member may use a proxy vote if incapacitated or otherwise unable to attend, as per provisions of the by-laws. Change wording: by-laws to constitution
27.1.1	Special General Meeting of the Association may be convened by request in writing by 33% of the membership entitled to vote, as defined in clause 6, 'Classes of Membership', stating the purpose for which the meeting is desired, and presented to the Secretary. Add wording: Special General Meeting of the Association may be convened by request in writing by 33% of the membership entitled to vote, as defined in clause 6, 'Classes of Membership', or by the executive committee. The request must state the purpose for which the meeting is desired, and be presented to the Secretary.
27.1.5 (d)	Provisions of any appeal against a Managements Committee's decision Change word management to executive
28.2	Should the Committee so decide the minute book may be kept in electronic format as well as hard copy. Remove clause: not applicable as minutes are kept electronically
28.3	The minutes of each meeting must be signed by the Chairperson of the meeting verifying their accuracy or the Chairperson of the next meeting.

	<p>Delete clause. No required as we ask someone to second the minutes at every meeting that they are a true and accurate record of the previous meeting.</p>
Clause 36.1	<p>The Committee shall ensure all statutory and desirable insurance policies and provisions are in place on a continuing basis. Such insurances may be implemented by AFL Townsville, AFL Queensland or the AFL</p> <p>Delete wording AFL Townsville</p>
Clause 34.4 (a)	<p>A cheque signed by the Treasurer and one of the Authorised Persons</p> <p>Delete clause as no longer use cheques or have a cheque book</p>
34.6	<p>Cheques, other than for wages, allowances, or petty cash recoupment, must be crossed not negotiable.</p> <p>Delete clause – as per above clause – no longer use cheques</p>
34.14	<p>Payments of less than \$200 may be made from a petty cash account kept on the imprest system.</p> <p>Delete clause: Petty cash rarely used for this purpose</p>
34.17	<p>The Association’s Treasurer or other Authorised Person must regularly:</p> <ul style="list-style-type: none"> a) Balance the cashbook b) Make a reconciliation between the cash book and the balance of the Associations account with a financial institution <p>Change wording from cashbook to reference our electronic accounting system MYOB.</p>
Clause 44	<p>44. Common Seal of the Association</p> <p>44.1 The Association shall have a common seal on which its corporate name shall appear in legible characters.</p> <p>44.2 The common seal must be kept securely by the Committee, delegated to the Secretary.</p> <p>44.3 The common seal of the Association shall not be used without the express authority of the Committee and every use of that common seal shall be recorded in the minute book.</p> <p>44.4 The affixing of the common seal of the Association shall be witnessed by any two following Officers:</p> <ul style="list-style-type: none"> a) President/ Chairman b) Vice President c) Secretary d) Treasurer e) Another Officer <p>Someone authorised by the Committee</p> <p>Delete whole clause and replace with the following:</p> <p>44.1 The Association will not use a common seal.</p>
Clause 45.2	<p>The members of the Association for the time being acting in relation to any affairs of the Association shall be indemnified and saved harmless out of the funds of the Association from and against all actions, costs, charges, losses, damages and expenses which they or any of them may occur or sustain by or by reason of any act done, concerned in or omitted in or about the execution of their duty or supposed duty, in their respective offices or trusts except such (if any) as they shall have incurred or sustained from their own wrongful and wilful neglect or default respectively and none of them shall be answerable for the cause, neglect or default of them or others or any bankers or other persons with</p>

	<p>whom any monies or effects belonging to the Association shall or may be lodged or deposited or for the insufficiency or deficiency of any security upon which the monies of or belonging to the Association shall be placed, invested or any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts in relation thereto if the same shall happen by through their wrongful neglect or default respectively</p> <p>Reword with the following:</p> <p><u>Indemnification of Committee Members.</u></p> <p>The Company shall indemnify and hold harmless each member of the Committee from and against any and all claims, losses, damages, expenses (including reasonable attorneys' fees approved by the Company), and liability (including any reasonable amounts paid in settlement with the Company's approval), arising from any act or omission of such member, except when the same is judicially determined to be due to the wilful misconduct of such member.</p>
Appendices	<p>Remove appendix 1 Pay Sheet process as the relevant clause has been removed from the constitution</p> <p>Remove appendix 5 as reference to the Canteen Coordinator is being removed from the constitution</p>