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Pieces Together - Standard Rules of Association

PREAMBLE: AUTHORITY AND RELATIONSHIP TO CONSTITUTION

1. This document, the **Standard Rules of Association (SRA)**, functions as the operational by-laws for the "Pieces Together – Community Shed" (the Shed), an initiative of Pieces Together Ltd. (ACN 689 550 392).
2. This document is not the company's Constitution. It is a subordinate document created by the Board of Directors under their powers of management as defined in Clause 45 of the Pieces Together Ltd. Constitution.
3. The Pieces Together Ltd. Constitution is the company's primary governing document. In the event of any inconsistency between this SRA and the Constitution, the Constitution shall prevail.
4. Clause 4 of the Constitution explicitly states that the replaceable rules set out in the *Corporations Act 2001* do not apply to the company. These SRAs are the internal operational rules of the company and are not to be confused with the 'Replaceable Rules' of the *Corporations Act*.
5. The purpose of this document is to provide a detailed, non-negotiable framework for the Shed's operations, member conduct, and management, ensuring compliance with all legal and ethical obligations, safeguarding the company's charitable purpose, and protecting the company's brand and public standing.

Pieces Together - Standard Rules of Association

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions
In this document, unless the context requires otherwise:

- **Board** means the Board of Directors of Pieces Together Ltd.
- **Company** means Pieces Together Ltd. (ACN 689 550 392).
- **Constitution** means the Constitution of Pieces Together Ltd.
- **Member** means a Full Member or Associate Member of Pieces Together Ltd. as defined in Clause 11 of the Constitution.
- **Shed** means the "Pieces Together - Community Shed" initiative.
- **Shed Manager** means the individual delegated by the Board to manage the day-to-day operations of the Shed.
- **Responsible Person** means a Director of the company as defined in the Constitution.
- **Shed Principles** means the operational ethos of a community shed, focused on advancing public welfare and health by providing a safe, inclusive, and supportive environment that fosters community connection, skill-sharing, and combats social isolation.
- **Staff** means any individual employed by the Company.
- **Volunteer** means any individual who, of their own free will, contributes their time and effort to support the company's activities without financial remuneration.

2. NAME, PURPOSE, AND GUIDING PRINCIPLES

2.1 **Name**
The name of the community shed is the "Pieces Together - Community Shed".

2.2 **Purpose**
The purpose of the Shed is to be the primary operational means by which the Company achieves its charitable purposes as outlined in Clause 7 of the Constitution. This includes:

- Improving community health by addressing loneliness and isolation.
- Facilitating programs for mental, physical, and emotional health.
- Providing meaningful, collaborative, and creative activities.
- Undertaking charitable activities for the broader community.

2.3 **Guiding Principles**
All activities and operations within the Shed shall be governed by the following binding principles:

- **Integrity and Ethics:** All Members, Staff, and Volunteers shall act ethically, honestly, and with integrity.
- **Safety and Inclusivity:** The Shed shall be a safe space for everyone, that encourages a welcoming and productive social environment. In order to maintain this social integrity it shall be inclusive to all people irrespective of age, gender, cultural identity,

medical condition, disability, political affiliation, nationality, sexual orientation, or religion, as per Clause 11 of the Constitution.

- **Respect:** All individuals shall treat members of the public, colleagues, and other members with respect, courtesy, fairness, and have proper regard for their rights and safety.
- **No Harassment:** The Company has zero tolerance for harassment, bullying, or discrimination of any kind.
- **Neutrality:** The Shed shall not be used to promote particular political or religious views.
- **Accountability:** The Shed, its Staff, and its Volunteers are accountable to the Board, and the Board is accountable to the Members as per Clause 21 of the Constitution.

3. MEMBERSHIP AND COMMUNITY

3.1 **Application**
These rules apply to all Members, Staff, Volunteers, and visitors to the Shed.

3.2 **Membership**
Membership is governed by Clauses 11-18 of the Constitution.

- **Application:** All persons applying for membership must complete the official application form and agree, in writing, to be bound by the Company's Constitution and these Standard Rules of Association.
- **Classes:** Membership consists of Full Members (with voting rights) and Associate Members (without voting rights) as defined in Clause 11 of the Constitution.
- **Fees:** Membership fees are set by the Board in accordance with Clause 17 of the Constitution.
- **Pro-Rata Fees:** Membership fees for new members joining part-way through a financial year will be structured on a pro-rata basis as determined by the Board.
- **Register:** A register of all Members shall be maintained by the Secretary as required by Clause 12 of the Constitution.
- **Cessation:** Membership ceases in accordance with the conditions outlined in Clause 18 of the Constitution.

4. CODE OF CONDUCT

4.1 **General Conduct**
All Members, Staff, and Volunteers are required to:

- Act in a manner consistent with the Guiding Principles (Section 2.3).
- Comply with all lawful and reasonable directions from the Shed Manager or the Board.
- Not engage in fraudulent, corrupt, or illegal conduct of any kind.
- Take reasonable care of their health and safety and the health and safety of others.

- Report any safety hazards, incidents, or injuries immediately to the Shed Manager.

4.2 **Confidentiality and Privacy**

- All individuals must respect the confidentiality and privacy of information related to other members, participants, and staff.
- Official company information or documents acquired through participation in the Shed must not be disclosed without explicit authorisation from the Board.
- Personal or commercial gain from the misuse of official information is strictly prohibited.

4.3 **Conflict of Interest**
All Board members, Staff, and Volunteers must:

- Comply with Clause 52 of the Constitution regarding conflicts of interest.
- Identify, disclose, and manage any actual, potential, or perceived conflicts of interest to the Shed Manager or the Board immediately.

5. DISCIPLINARY AND DISPUTE PROCEDURES

5.1 **Supremacy of Constitution**
All disciplinary matters and disputes are governed by the procedures outlined in the Constitution.

- **Dispute Resolution** is governed by **Clause 19** of the Constitution.
- **Disciplinary Procedures** are governed by **Clause 20** of the Constitution.

5.2 **Dispute Resolution** (Grievances) – Clause 19
This procedure applies to disputes between members, directors, or the company itself.

- **Step 1:** The parties involved must attempt to resolve the dispute between themselves within 14 days.
- **Step 2:** If unresolved, the parties must inform the Board in writing and attempt to settle the dispute via mediation.
- **Step 3:** A mediator will be appointed as per Clause 19.3. The mediator must be unbiased, have no personal interest, and will not make a decision on the dispute (Clause 19.4, 19.5).
- **Step 4:** All parties must bear their own costs and attempt in good faith to resolve the dispute at mediation (Clause 19.6).

5.3 **Disciplinary Action** (Expulsion/Warning) – Clause 20
The Board may resolve to warn or expel a member if they believe the member has breached the Constitution, caused harm, or if it is in the best interests of the company (Clause 20.1).

- **Step 1 (Notice):** The Secretary must provide the member at least 14 days' written notice of the meeting, the claims, the proposed resolution, and the member's right to be heard (Clause 20.2).

- **Step 2 (Hearing):** The member must be given a chance to explain or defend themselves, either in writing or by speaking at the meeting (Clause 20.3).
- **Step 3 (Decision):** The Board will consider the explanation and decide to take no action, warn the member, expel the member, or refer the matter to a general meeting or independent person (Clause 20.4).
- **Step 4 (Notification):** The Secretary must provide written notice of the Board's decision (Clause 20.4).
- **Fines/Reparation:** The Board may impose a fine for tangible loss, damage, or theft (Clause 20.5).

6. Shed OPERATIONS AND MANAGEMENT

6.1 **Management**
The Shed is managed by the Shed Manager, a position delegated by and reporting directly to the Board of Directors of Pieces Together Ltd. All Staff and Volunteers report to the Shed Manager.

6.2 **Staffing**
Staffing roles are determined by the Board to ensure smooth operations and may include:

- Shed Manager
- Customer Service Representatives
- Workshop Facilitators

6.3 **'Brickie Shed' Protocol**
To ensure a safe, fair, and productive environment, all individuals in the Shed must adhere to the following protocol:

- **Log-in/Log-off:** All Members and Volunteers must log/sign in upon arrival and log/sign off upon departure using the designated system.
- **Induction:** No Member may use the Shed facilities until they have completed a mandatory induction covering safety, emergency procedures, and these rules.
- **Cleanliness:** All individuals are responsible for cleaning their work area upon completion of their task. This includes putting away all materials and cleaning surfaces.
- **Resource Management:** All Shed-owned bricks and tools must be returned to their designated storage areas.
- **Project Storage:** Members may not store personal projects on-site without explicit permission from the Shed Manager. Any approved stored projects must be clearly marked and stored in the designated area. The Company is not liable for any loss or damage to stored personal projects.
- **Equipment:** Use of specialised equipment (if any) is restricted to those who have been formally inducted on its safe use by a qualified staff member or volunteer.

7. VOLUNTEER PROGRAM

7.1 **Registration and Screening**

- All Volunteers must be registered with the Shed.
- Prior to commencement, all Volunteers must obtain a National Police Clearance.
- Volunteers whose roles involve interaction with children or vulnerable persons must obtain and maintain a valid Working With Children Card (or state equivalent).

7.2 **Management**

- Volunteers report to the Shed Manager.
- All Volunteers must be provided with appropriate training for their role.
- Volunteers are bound by the Code of Conduct (Section 4) and all other company policies.
- Volunteers are covered by the company's volunteer insurance policy, provided they are acting within the scope of their designated role and in good faith.

8. SAFEGUARDING

8.1 Policy
The Company and all persons in the Shed will adhere to the "Pieces Together - Safeguarding of Vulnerable People Policy".

8.2 Screening
All Staff / Volunteers in designated roles must undergo screening as specified in Section 7.1.

8.3 Reporting
Any and all safeguarding concerns must be reported immediately to the Shed Manager or, if the concern involves the Shed Manager, directly to the Board's Chairperson.

9. FINANCIAL MATTERS

9.1 **Financial Oversight**

- All funds generated from the Shed's activities are property of the Company and must be used exclusively to further the charitable purposes, in accordance with Clause 9 of the Constitution.
- Financial management will be conducted in strict accordance with the "Pieces Together - Financial Management Policy".

9.2 **Gift Fund**
A separate bank account for the Company's Gift Fund shall be maintained, as required by Clause 80 of the Constitution.

9.3 **Financial Delegations**

- The Board sets all financial delegations.
- The Shed Manager may authorise operational expenditure up to a limit of $1,000.00 without prior Board approval.
- Any expenditure above this limit, or any expenditure outside the approved annual budget, requires a resolution of the Board.

10. ACTIVITIES AND PROGRAMS

10.1 **Core Activities**
The Shed will offer creative and collaborative activities, including free-building sessions and structured workshops.

10.2 **Program Expansion**
The Board may approve program expansions, such as community outreach activities, one-off evening events or advanced workshops, subject to financial sustainability and alignment with the Company's charitable purpose.

10.3 **Community Events**
The Shed Manager may organise special community events to foster connection and engagement.

11. AMENDMENTS AND DISSOLUTION

11.1 Amendments
These Standard Rules of Association may be reviewed, amended, or revoked by a resolution of the Board of Directors.

11.2 Dissolution
The operation of the Shed may be wound up by a decision of the Board. The winding up of the Company (Pieces Together Ltd.) is governed by Clauses 76-78 of the Constitution.