

### **S8.3 UNITING CHURCH HOMES t/a "JUNIPER, A Uniting Church community" CONSTITUTION**

#### **Name**

S8.3.1 The name of the instrumentality is "Uniting Church Homes" trading as "Juniper, a Uniting Church community", a body corporate incorporated under the provisions of the Uniting Church in Australia Act 1976 (WA).

#### **Definitions**

S8.3.2 'Act' means the Uniting Church in Australia Act 1976 (WA) or any subsequent Act or statute that amends or replaces it.

"agency" means any body whether incorporated or unincorporated established by or on behalf of the Church for a religious, educational, charitable, commercial or other purpose.

"By-Law" or "By-Laws" refers to or means the By-Laws of the Synod of Western Australia.

"Board" means the Governance Board established pursuant to S8.3.4 of this Constitution.

"Church" means the Uniting Church in Australia.

"Constitution" means a document approved by the Synod setting out governance procedures to be observed by an agency of the Church.

"Juniper" means Uniting Church Homes trading as "Juniper – a Uniting Church community".

"member of the Church" means a confirmed member or a member-in-association of the Uniting Church in Australia.

"Moderator" means the Moderator for the time being of the Synod of Western Australia of the Uniting Church in Australia.

"Object" means the object of Juniper as set out in S8.3.3.

"Regulation" or "Regulations" mean or means the Regulations of the Uniting Church in Australia.

"Standing Committee" means the Standing Committee of the Synod of Western Australia of the Uniting Church in Australia.

"Synod" means the Synod of Western Australia of the Uniting Church in Australia.

"Synod meeting" means an ordinary meeting or a special meeting of the Synod.

"written" and "writing" include communication by post or electronically.

#### **Object**

S8.3.3 Juniper is a not-for-profit Christian organisation that embraces the ethos and values of the Uniting Church in pursuing its Object of providing accommodation, care and support services to aged people in Western Australia.

In fulfilling this Object Juniper will:

- (a) work in co-operation with the structures of the Uniting Church;
- (b) undertake a significant leadership role in matters pertinent to the Object; and
- (c) engage with relevant industry bodies, governments, other non-government community service agencies, business and media.

## **Governance Board**

S8.3.4 The Synod, in accordance with its powers under Regulation 3.5.34 (Regulations 2015, 3.7.4.7), has established Juniper and appointed the Board to have responsibility for the good governance of Juniper.

The Board shall monitor the skills mix of its membership and make recommendations to the Synod for the appointment of new members, and co-opt new members, who have expertise, qualifications or experience in relevant disciplines such that in aggregate the Board shall have an appropriate mix of skills and abilities appropriate to the governance of Juniper, taking account of the provisions of clause S8.3.5 below.

All members of the Board must have an awareness, or willingness to acquire a general working knowledge, of the compliance requirements to be met by Juniper and must embrace and support the core values and ethos of the Uniting Church.

## **Membership of the Board**

- S8.3.5 (a) The Board is appointed by the Synod and must consist of not more than seven and not less than five persons appointed by the Synod and may include an additional two persons co-opted under sub-clause (e) of this clause.
- (b) The chief executive of Juniper, shall be an ex officio member of the Board.
- (c) The Chairperson, shall be appointed by the Board but may not be the chief executive of Juniper.
- (d) No other staff member of Juniper, other than the chief executive of Juniper, is eligible to be appointed to the Board.
- (e) The Board may co-opt up to two persons who have particular skills and expertise, to the membership of the Board for terms not exceeding two years, and such co-opted members shall be eligible for reappointment.
- (f) Synod appointed members of the Board shall:
- i. hold office for terms of up to three years from the date of appointment and will be eligible for reappointment except that such members of the Board may not serve for consecutive terms of office exceeding 10 years;
  - ii. comprise at least four persons who have relevant expertise or qualifications, or experience in the governance of organisations of similar size and complexity to Juniper; and
  - iii. be selected and appointed primarily on their capacity and willingness to fulfil the governance role and shall:
    - A. where practicable, comprise two members who are confirmed members of the Uniting Church and are eligible to represent Juniper at the annual meeting of the Synod; and
    - B. shall be appointed for such terms so that, as far as practicable, approximately one third of the members' positions fall vacant each year.

## **Vacancies**

S8.3.6 A casual vacancy occurs in the membership of the Board if a Board member:

- (a) dies;
- (b) resigns by notice delivered to the Chairperson of the Board;
  - i. is convicted of an indictable offence or becomes bankrupt;
  - ii. suffers any mental or physical incapacity which inhibits or prevents the member from continuing to act as a member of the Board;
  - iii. fails to attend three consecutive meetings of the Board without leave or fails to attend at least 50% of the meetings in any calendar year without leave; or
  - iv. is removed from office by resolution of the Synod, it being expressly declared that the Synod is not required to state any reason for such resolution.
- (c) In the event of a casual vacancy occurring in the membership of the Board, the Board may appoint a replacement member for the remainder of the term of the member replaced.
- (d) If a casual vacancy occurs because the Synod failed to appoint any or all of the members of the Board, then where the casual vacancy arises due to the operation of S8.3.5(f)(i), subject to the relevant retiring member(s) agreeing to continue in office, the retiring member(s) continue in office until such time as the Synod removes and replaces those persons.
- (e) The Standing Committee may appoint persons to fill any or all of the ordinary vacancies.

## **Responsibilities and Functions of the Board**

S8.3.7 The Board is responsible for:

- (a) the governance of Juniper, including overseeing the management and administration of all real and personal property, including but not limited to the power to buy, sell, lease or let any real or personal property, plant, equipment, consumable item or other asset to be used either at the time or in the future in furtherance of the Object and for this purpose to lend or borrow either with or without security as the Board shall from time to time think fit;
- (b) appointing, dismissing, setting the duties and managing the performance of the chief executive;
- (c) ensuring that the Object is promoted, which may include establishing appropriate vision, mission, values, policies and corporate objectives for Juniper;
- (d) approving business and strategic plans, including budgets;
- (e) entering into such financial arrangements with Synod as in the opinion of the Board are appropriate to acknowledge the contribution of the wider Church to the attainment of the Object.
- (f) doing all such other things as are incidental or conducive to furthering the Object and performing these duties.

**Moderator is Visitor**

S8.3.8 The Moderator shall be the official visitor to Juniper, may as such attend and participate in any meeting of the Board, and shall in relation to Juniper fulfil the duties and responsibilities of both the Moderator and the official Visitor as defined in the Regulations of the Uniting Church in Australia.

**Delegation**

S8.3.9 The Board may from time to time delegate all or any of its powers or authorities except for this power of delegation, to a committee or the chief executive, and may:

- (a) determine the manner in which a committee or the chief executive shall operate;
- (b) suspend or withdraw this delegated authority.

**Proceedings of the Board**

S8.3.10 The Board

- (a) The Board shall meet at the time and place determined from time to time by its own resolutions but shall meet not less than four times a year;
- (b) the chairperson may at any time she or he thinks it necessary and shall, whenever requested in writing to do so by not less than three Board members (which writing shall specify the purpose for which the meeting is to be convened) convene or authorise the chief executive to convene a special meeting of the Board;
- (c) at least seven days written notice of every Board meeting shall be given to all members of the Board but if the chairperson considers an emergency exists a special Board meeting may be convened on shorter notice;
- (d) the non-receipt by a Board member of a notice of meeting does not invalidate the meeting;
- (e) the chairperson shall preside at all meetings of the Board but if for any reason the chairperson is absent from a meeting the Board members present at that meeting shall, unless a deputy chairperson has been appointed under sub clause (f) and is present at the meeting, elect one of their number to be acting chairperson during the absence of the chairperson;
- (f) the Board may elect a member of the Board to be deputy chairperson to act as a chairperson of the Board whenever the chairperson is absent or is unable for any reason to carry out the duties or exercise the powers of the office of chairperson;
- (g) all acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Board member are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Board member or a member of the committee, or to act as a Board member or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Board member or to be a member of the committee.

**Quorum**

S8.3.11 A quorum for a Board meeting is the greater of four or the next whole number above half the current membership of the Board, and the Chairperson may be counted in that number.

## Voting

- S8.3.12 (a) Each Board member has and may exercise one vote and in the case of an equality of votes, the chairperson of that meeting, in addition to a deliberative vote, has a casting vote.
- (b) A member of the Board shall not participate in, vote on, or be present during any debate on any matter before the Board (or any of its committees) in which he or she has an interest.
- (c) Resolutions may be passed outside a meeting of the Board by a majority of Board members agreeing in writing (which writing may include email or other electronic communication) to a resolution, and a resolution so passed shall be deemed to have been passed at a meeting of the Board held on the day on which the last Board member agreed;
- (d) A resolution passed by the Board shall not be rescinded at a subsequent meeting unless seven days' notice of the intention to propose the rescission is given in the notice convening the meeting and unless the rescission is agreed to by two-thirds of the votes cast.

## Expenses

- S8.3.13 (a) Board members (excluding any person that is a board member by virtue of their holding a paid employment position with Juniper) are entitled to be paid a fee:
- i. in a fixed amount per annum that is determined by a special resolution of the Board;
  - ii. in the form of non-cash benefits that are determined by special resolution of the Board; or
  - iii. comprising a combination of (a) and (b).
- (b) Following each annual review by the Juniper Board, should the adjustment be beyond the Australian Consumer Price Index, the Board will recommend the proposed Board Member Fees for endorsement by the Standing Committee.
- (c) A Board member may elect not to receive any Fees he/she is entitled to under clause 8.3.13(a).
- (d) Juniper may pay a Board member (in addition to any payment pursuant to 8.3.13(a) any extraordinary expenses (including travelling and accommodation expenses) incurred by the Board member:
- i. in attending meetings of the Synod, the Board, or a committee of the Board;
  - ii. on the business of Juniper; or
  - iii. in carrying out duties as a Board member.

## Minutes

- S8.3.14 The chief executive shall cause to be kept a record copy of the minutes of all meetings of the Board and the minutes shall be confirmed by the next succeeding meeting of the Board.

### **Chief Executive**

S8.3.15 The Board shall appoint a chief executive on such terms and conditions as it shall think fit who is preferably a confirmed member of the Church or a confirmed member of another Christian denomination but who in any event is willing to participate in the life of the Church.

- (a) The chief executive's appointment is terminable at any time by the Board in the event of the serious illness or incapacity of the chief executive or for good cause and in accordance with any service agreement between the Board and the chief executive;
- (b) no termination by the Board is effective unless notice of the motion of termination is given in the notice convening the meeting at which it is intended to move the motion; and
- (c) the chief executive shall:
  - i. be responsible for managing Juniper under guidelines established by the Board from time to time which will be sufficient to provide effective operational oversight of care delivery, financial integrity and development of new services;
  - ii. be responsible for carrying out the policies and directions of the Board;
  - iii. have under general control of the Board responsibility for the selection, appointment, setting of duties and termination of all other staff;
  - iv. be accountable to the Board for all matters relating to the good management of Juniper;
  - v. formulate annually for the approval of the Board, and monitor continually, strategic and business plans;
  - vi. be secretary to the Board; and
  - vii. carry out such other functions and duties as are requested by the Board.

### **Conformity with the law of the Church**

S8.3.16 In managing the business and affairs of Juniper, the Board shall conform to the law of the Church provided that with respect to any dealings with any of the real or personal property of the Board no person or corporation being a vendor, purchaser, borrower, lender, lessor, lessee or otherwise dealing with the Board shall be concerned to see the observance of the provisions of this paragraph or to be affected by notice of non-observance thereof.

### **Property**

S8.3.17 The real and personal property of Juniper is vested in Juniper.

### **Annual Reports and Accounts**

S8.3.18 Juniper shall

- (a) keep such accounting records as correctly record and explain the transactions of Juniper (including any transactions as trustee) and the financial position of Juniper; and
- (b) keep its accounting records in such a manner as will enable the preparation from time to time of true and fair accounts of Juniper;
- (c) Juniper shall keep the accounting records at such place or places as the Board thinks fit;

- (d) the accounts are to be prepared in such form and at such times as the Board determines;
- (e) the accounts are to provide at the least a balance sheet and profit and loss account;
- (f) Juniper shall prepare and attach to the annual accounts a report indicating the overall achievement of objectives of Juniper during the year reported by the accounts;
- (g) Juniper shall report annually to Synod in a form prescribed by Synod and containing the audited accounts of Juniper.

### **Audit**

S8.3.19 The Board will appoint each year an auditor or auditors, qualified or eligible in accordance with Regulation 3.8.7(d), (e) and (f).

### **Indemnity**

S8.3.20 All Board members and officers of Juniper shall be indemnified consistent with Clause 4.11.2 of the Uniting Church In Australia Regulations, and Board members shall be offered a Deed of Access, Insurance and Indemnity in a form approved by the Board.

### **Dissolution**

S8.3.21 In the event of the dissolution of Juniper, the Deputy Commissioner of Taxation shall be notified in writing of the date of such dissolution. Any surplus monies or other property held beneficially by Juniper at that time shall be paid to another instrumentality of the Church that has been recognised by the Deputy Commissioner of Taxation as a Public Benevolent Institution under Section 78(i) or (ii) of the Income Tax Assessment Act 1936 as amended.

### **Amendment of the Constitution**

- S8.3.22
- (a) This Constitution may only be amended in accordance with the By-Laws.
  - (b) This Constitution may only be repealed in accordance with the By-Laws.
  - (c) The Board may submit a request to the Synod for the amendment of this Constitution.
  - (d) Any amendment to this Constitution will be advised to the ACNC.