



**PROJECT MANAGEMENT INSTITUTE  
MELBOURNE CHAPTER INCORPORATED**

**CHAPTER BYLAWS**

These Bylaws are the rules of the Association for the purposes of the Associations Incorporation Reform Act 2012 in the State of Victoria

**Version 4 - FINAL**

**Approved by the members ballot on 29<sup>th</sup> October 2019**

## Contents

<b>GLOSSARY</b> .....	5
<b>Article 1 – Name, Principal Office, Other Offices.</b> .....	7
Section 1. Name/Not-for-Profit Incorporation. ....	7
Section 2. Legal Requirement. ....	7
Section 3. Principal Office, Other Offices. ....	7
<b>Article 2 – Relationship to PMI.</b> .....	7
Section 1. Responsibility to PMI. ....	7
Section 2. Bylaws. ....	7
<b>Article 3 – Purpose and Limitations of the Melbourne Chapter.</b> .....	7
Section 1. Purpose of the Melbourne Chapter. ....	7
Section 2. Limitations of the Melbourne Chapter. ....	8
<b>Article 4 – Melbourne Chapter Membership.</b> .....	8
Section 1. General Membership Provisions. ....	8
Section 2. Classes and Categories of Members. ....	9
Section 3. Register of members. ....	9
Section 4. Disciplinary Action. ....	9
Section 5. Settling Disputes and Grievances. ....	10
<b>Article 5 – Melbourne Chapter Board of Directors.</b> .....	10
Section 1. The Board. ....	10
Section 2. Board officers and terms of office. ....	11
Section 3. The President. ....	11
Section 4. The Secretary. ....	11
Section 5. The Treasurer. ....	11
Section 6. The Vice President. ....	11
Section 7. The Immediate Past President .....	11
Section 8. Other board members. ....	11
Section 9. Minutes of board meetings. ....	11
Section 10. Board authority. ....	11
Section 11. Board meetings. ....	12
Section 12. Board vacancy. ....	12
Section 13. Board member removal. ....	12
Section 14. Appointment to a vacant position. ....	12
<b>Article 6 – Melbourne Chapter Nominations and Elections.</b> .....	12
Section 1. The nomination process. ....	12
Section 2. Elected candidate start and term. ....	12
Section 3. Nominee eligibility and elections. ....	12
Section 4. Board nominees and the Nominating Committee. ....	13

Section 5. Use of PMI funds and electioneering. ....	13
<b>Article 7 – Melbourne Chapter Committees.....</b>	<b>13</b>
Section 1. Establishing committees.....	13
Section 2. Committee members.....	13
<b>Article 8 – Melbourne Chapter Finance. ....</b>	<b>13</b>
Section 1. The fiscal year.....	13
Section 2. Chapter membership dues. ....	13
Section 3. Management of finances.....	13
Section 4. Sources of Funds.....	14
<b>Article 9 – Meetings of the Membership. ....</b>	<b>14</b>
Section 1. Annual meetings.....	14
Section 2. Special meetings and General meetings.....	14
Section 3. Meeting quorum.....	14
Section 4. Conducting the meetings.....	15
Section 5. Minutes of general meetings.....	16
<b>Article 10 – Branches of the Melbourne Chapter. ....</b>	<b>16</b>
Section 1. Establishing a Branch.....	16
Section 2. Geographic Area. ....	16
Section 3. Distribution of Dues.....	16
Section 4. Management of the Branch.....	17
Section 5. Branch limitations.....	17
<b>Article 11 - Inurement and Conflict of Interest.....</b>	<b>17</b>
Section 1. Receipts by members. ....	17
Section 2. Receipts by board members.....	17
Section 3. Engaging in contracts and transactions.....	17
Section 4. Obligations to the Melbourne Chapter. ....	17
Section 5. Disclosure of interests.....	17
<b>Article 12 – Indemnification. ....</b>	<b>18</b>
Section 1. Indemnification of chapter representatives.....	18
Section 2. Discretionary indemnification. ....	18
Section 3. Liability insurance.....	18
<b>Article 13 - Amendments.....</b>	<b>18</b>
Section 1. Bylaws amendments.....	18
Section 2. Proposing amendments.....	18
Section 3. Consistency to the PMI.....	18
<b>Article 14 – Dissolution. ....</b>	<b>19</b>
Section 1. Chapter dissolution.....	19
Section 2. Right to request dissolution.....	19

Section 3. Voluntary dissolution.....	19
Section 4. Dispersal of chapter assets. ....	19
<b>Article 15 – Custody and inspection of books and records. ....</b>	<b>19</b>
Section 1. Requesting records.....	19
Section 2. Restricted records.....	19
Section 3. Publication of bylaws.....	19
Section 4. Providing copies of records to members.....	20
<b>Appendix A – PMI Code of Ethics &amp; Professional Conduct.....</b>	<b>20</b>
<b>Appendix B – PMI Conflict Resolution Process – Rev 2016 Final.....</b>	<b>20</b>

## GLOSSARY

Act	the Associations Incorporation Reform Act 2012 in the State of Victoria, and includes any regulations made under the Act
Approval of the Board	when more than half of the Board members currently holding office and entitled to vote at the time, and present at the meeting – provided a Quorum has been reached, vote in favour of a decision, motion, or resolution
Annual General Meeting	an annual meeting of the members of the Melbourne Chapter called in accordance with these Bylaws
Association / Chapter / Melbourne Chapter / Organization	the Project Management Institute, Melbourne Australia Chapter Inc.
Branch	organisation of subsets of the members of the chapter who reside in geographically limited areas in groups
Board of Directors / Chapter Board	the Board of Directors of the PMI Melbourne Australia Chapter Inc.
Bylaws	is terminology used by PMI and a bylaw is synonymous to a 'rule'
Chapter Officer / Director	a duly elected member of the Board of Directors of the Melbourne Chapter
Charter / Charter Agreement	the Charter Agreement between the Project Management Institute and the Melbourne Chapter
General Meeting	any scheduled meeting of the membership of the Melbourne Chapter and guests, where the content of these events is consistent and in accordance with the objectives of the Melbourne Chapter and the PMI.
Director at Large	a board member who has general responsibility rather than in charge of a specific portfolio or function
Dues	the fees which a member has to pay at regular intervals in order to become a member and then maintain their membership
Ex-officio	by virtue of holding a position, for example the President, the person is entitled to serve in a given capacity, such as on the Board or in a Committee
Financial Year	the year commencing 1 January and concluding 31 December
Member in good standing	a Chapter member who has paid both the Project Management Institute fees and the Melbourne Chapter dues
Nominating Committee	a committee of chapter members who manage the board nomination process and the subsequent board election
Pecuniary gain	refers to a gain of monetary value
PMI	the Project Management Institute Incorporated in the United States of America having its headquarters in Pennsylvania.
PMI Code of Ethics & Professional Conduct	a PMI policy document, included as Appendix A in these bylaws, which defines the standards of behaviour and conduct for all members
PMI Conflict Resolution Program	is a PMI policy document, dated 2016, included as Appendix B in these bylaws, which defines a process which aims to resolve disputes within the PMI quickly and fairly
Proxy	the instance of a member being authorised by another member to act on their behalf, usually applies to voting

Public Officer	means the person who is for the time being the public officer of the Melbourne Chapter pursuant to the Act
Quorum	the minimum number of members that must be present at a meeting to make the proceedings of that meeting valid
Register	the Register of Members kept in accordance with these Bylaws
Special General Meeting	a meeting of the general membership of the Melbourne Chapter, other than an Annual General Meeting, called in accordance with these Bylaws
Special Resolution	a resolution voted on and passed at a general meeting in accordance with these bylaws and the Act

## Article 1 – Name, Principal Office, Other Offices.

### Section 1. Name/Not-for-Profit Incorporation.

This organization shall be called the Project Management Institute, Melbourne Chapter Inc., (hereinafter “Melbourne Chapter”). This organization is a chapter chartered by the Project Management Institute, Inc. (hereinafter “PMI®”) and separately incorporated as a not-for-profit association organized under the laws of the State of Victoria in Australia.

### Section 2. Legal Requirement.

The Melbourne Chapter shall meet all legal requirements in the jurisdiction(s) in which the Melbourne Chapter conducts business or is incorporated/registered.

### Section 3. Principal Office, Other Offices.

The principal office of the Melbourne Chapter shall be located at PO Box 12498, ‘A’ Beckett Street, Melbourne, Victoria 8006, Australia. The Melbourne Chapter may have other offices such as Branch offices as designated by the Melbourne Chapter Board of Directors.

## Article 2 – Relationship to PMI.

### Section 1. Responsibility to PMI.

The Melbourne Chapter is responsible to the duly elected PMI® Board of Directors and is subject to all PMI® policies, procedures, rules and directives lawfully adopted.

### Section 2. Bylaws.

The bylaws of the Melbourne Chapter may not conflict with the current PMI’s Bylaws and all policies, procedures, rules or directives established or authorized by PMI, as well as with the Melbourne Chapter’s Charter with PMI.

## Article 3 – Purpose and Limitations of the Melbourne Chapter.

### Section 1. Purpose of the Melbourne Chapter.

A. General Purpose. The Melbourne Chapter has been founded as not-for-profit association, chartered by PMI®, and is dedicated to advancing the practice, science, and profession of project management in a conscious and proactive manner.

B. Specific Purposes. Consistent with the terms of the Charter executed between the Melbourne Chapter and PMI and these Bylaws, the purposes of the Melbourne Chapter shall include the following:

1. To foster professionalism in the management of projects.
2. To contribute to the quality and scope of project management.
3. To stimulate appropriate global application of project management for the benefit of general public.
4. To provide a recognized forum for the free exchange of ideas, applications, and solutions to project management issues among its members, and other interested and involved in project management.
5. To identify and promote the fundamentals of project management and advance the body of knowledge for managing projects successfully.
6. To foster communication between government, education, and private sectors regarding project management; and –
7. To disseminate within the primary area of operation of the Melbourne Chapter information regarding developments in project management

## Section 2. Limitations of the Melbourne Chapter.

A. General Limitations. The purposes and activities of the Melbourne Chapter shall be subject to limitations set forth in the Charter, these Bylaws, and conducted consistently with Melbourne Chapter Articles of Incorporation.

B. The membership database and listings provided by PMI to the Melbourne Chapter may not be used for commercial purposes and may be used only for non-profit purposes directly related to the business of the Melbourne Chapter, consistent with PMI policies and all applicable laws and regulations, including but not limited to those law and regulations pertaining to privacy and use of personal information.

C. The officers and directors of the Melbourne Chapter shall be solely accountable for the planning and operations of the Chapter and shall perform their duties in accordance with the Chapter's governing documents; its Charter Agreement; PMI's Bylaws, policies, practices, procedures, and rules; and applicable law.

## Article 4 – Melbourne Chapter Membership.

### Section 1. General Membership Provisions.

A. Membership in the Melbourne Chapter requires membership in PMI®. The Melbourne Chapter shall not accept as members any individuals who have not been accepted as PMI® members.

To apply for membership, applicants must follow the process to apply for membership of the PMI®, and on acceptance to the PMI®, the applicant can elect to apply for membership of the Melbourne Chapter

Membership in this organization is voluntary and shall be open to any eligible person interested in furthering the purposes of the organization. Membership shall be open to all eligible persons without regard to race, creed, color, age, sex, marital status, national origin, religion, or physical or mental disability.

B. Members shall be governed by and abide by the PMI Bylaws and by the bylaws of the Melbourne Chapter and all policies, procedures, rules and directives lawfully made thereunder, including but not limited to the PMI Code of Ethics & Professional Conduct (included as Appendix A)

C. All members shall pay the required PMI and Melbourne Chapter membership dues to PMI and if a member resigns, or their membership is revoked for just cause, membership dues shall not be refunded by PMI or the Melbourne Chapter.

D. Membership in the Melbourne Chapter shall terminate upon the member's resignation, failure to pay dues or expulsion from membership for just cause. A member's resignation must be tendered in writing to an existing board member of the chapter.

E. Members who fail to pay the required dues when due shall be delinquent for a period of one (1) month and their names removed from the official membership list of the Melbourne Chapter. A delinquent member may be reinstated by payment in full of all unpaid dues for PMI and the Melbourne Chapter to PMI within one such month delinquent period.

F. Upon termination of membership in the Melbourne Chapter, the member shall forfeit any and all rights and privileges of membership.

G. A member of the Melbourne Chapter who is in good standing is entitled to vote and has the right:

1. To receive notice of general meetings and of proposed special resolutions in the manner and time prescribed by these bylaws; and
2. To submit items of business for consideration at a general meeting; and
3. To attend and be heard at general meetings; and
4. To vote at a general meeting; and



5. To have access to the minutes of general meetings and other documents of the Melbourne Chapter as provided under Article 15.

## Section 2. Classes and Categories of Members.

The Melbourne Chapter shall not create its own membership categories. PMI Chapter membership categories shall be consistent with the PMI membership categories, which are: a) full members, and b) student members.

## Section 3. Register of members.

The Secretary or delegated Board director must keep and maintain a register of members (via the PMI Membership system) that includes:

1. For each current member:
  - (i) the member's name;
  - (ii) the address for notice last given by the member;
  - (iii) the date of becoming a member;
  - (iv) any other information determined by the Board;

Under section 59 of the Act, access to the personal information of a person recorded in the register of members may be restricted in certain circumstances. Section 58 of the Act provides that it is an offence to make improper use of information about a person obtained from the Register of Members.

The register of members shall be available for inspection by members upon reasonable request. Furthermore, the requestor is permitted request an extract of the register, but not to obtain or make a copy of the full register. The extract must exclude all personal information including the home address, email address, and telephone numbers of any member or Board member.

## Section 4. Disciplinary Action.

A. Grounds for taking disciplinary action. The Melbourne Chapter may take disciplinary action against a member in accordance with this Article if it is determined that the member—

1. has failed to comply with these Rules; or
2. refuses to support the purposes of the PMI or the Melbourne Chapter; or
3. has engaged in conduct prejudicial to the PMI or the Melbourne Chapter; or
4. has failed to comply with the PMI Code of Ethics & Professional Conduct (see Appendix A); or
5. has brought the PMI or the Melbourne Chapter into disrepute.

B. Disciplinary Committee. If the Melbourne Chapter Board is satisfied that there are sufficient grounds for taking disciplinary action against a member, the Board must appoint a disciplinary committee to hear the matter and determine what action, if any, to take against the member.

C. The members of the disciplinary committee—

1. may be Board members, members of the Melbourne Chapter or anyone else; but
2. must not be biased against, or in favour of, the member concerned.
3. the minimum number of people in the disciplinary committee is three.

D. Notice to member. Before disciplinary action is taken against a member, the Secretary must give written notice to the member—

1. stating that the Association proposes to take disciplinary action against the member; and
2. stating the grounds for the proposed disciplinary action; and
3. specifying the date, place and time of the meeting at which the disciplinary committee intends to consider the disciplinary action (the disciplinary meeting); and
4. advising the member that he or she may do one or both of the following—
  - a) attend the disciplinary meeting and address the disciplinary committee at that meeting;

- b) give a written statement to the disciplinary committee at any time before the disciplinary meeting.
- 5. The notice must be given no earlier than 28 days, and no later than 14 days, before the disciplinary meeting is held.

#### E. Decision of committee

1. At the disciplinary meeting, the disciplinary committee must—
  - a) give the member an opportunity to be heard; and
  - b) consider any written statement submitted by the member.
2. After complying with Article 4 Section 4.E(1), the disciplinary committee may—
  - a) take no further action against the member; or
  - b) subject to Article 4 Section 4.E(4) —
    - i. reprimand the member; or
    - ii. suspend the membership rights of the member for a specified period; or
    - iii. expel the member from the Melbourne Chapter.
3. The decision of disciplinary committee is deemed to have been reached when the majority of the people on the committee agree to the decision.
4. The disciplinary committee may not fine the member.
5. The suspension of membership rights or the expulsion of a member by the disciplinary committee under this rule takes effect immediately after the vote is passed.

### Section 5. Settling Disputes and Grievances.

#### A. Application –

1. The grievance procedure set out in this Division applies to disputes under these bylaws between—
  - a) a member and another member;
  - b) a member and the Board;
  - c) a member and the Melbourne Chapter.
2. A member must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.

B. Parties must attempt to resolve the dispute. The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.

C. If the dispute cannot be settled between the parties, the PMI Conflict Resolution Program (included as Appendix B) must be used. This Program provides for a multi-tiered dispute resolution process, which includes appointment of a mediator if warranted.

D. If the mediation process is utilized, the mediation must –

1. give each party every opportunity to be heard; and
2. allow due consideration by all parties of any written statement submitted by any party; and
3. ensure that natural justice is accorded to the parties throughout the mediation process.

E. Failure to resolve dispute by mediation. If the mediation process does not resolve the dispute, the next phase of the PMI Conflict Resolution Program (Appendix B) must be used, which is to utilise a binding arbitration process.

## Article 5 – Melbourne Chapter Board of Directors.

### Section 1. The Board.

The Melbourne Chapter shall be governed by a Board of Directors (the Board). The Board shall be responsible for carrying out the purposes and objectives of the Melbourne Chapter.

## Section 2. Board officers and terms of office.

The Board shall consist of the officers of the Melbourne Chapter elected by the membership and shall be members in good standing of PMI and of the Melbourne Chapter.

Terms of office for the Officers shall be two years plus three Board meetings. Attendance at these final three Board meetings are for the purpose of handing over to the new incumbent. A Board member is limited to three consecutive years in the same position, and no more than six consecutive years, plus three Board meetings, on the Board in general. These positions are staggered so that one half of the Board positions are elected each year.

## Section 3. The President.

The President shall be the chief executive officer for the Melbourne Chapter and of the Board, and shall perform such duties as are customary for presiding officers, including making all required appointments with the approval of the Board. The President shall also serve as a member ex-officio with the right to participate and vote on all committees except the Nominating Committee.

## Section 4. The Secretary.

The Secretary shall keep the records of all business meetings of the Melbourne Chapter and meetings of the Board. Usually fulfils the role of Public Officer of the Association.

## Section 5. The Treasurer.

The Treasurer (sometimes referred to as the Finance Director) shall oversee the management of funds for duly authorized purposes of the Melbourne Chapter, and shall keep Financial Records of the Melbourne Chapter.

## Section 6. The Vice President.

The Vice President, in the President's absence, is the chairperson for any general meetings and any board meetings.

## Section 7. The Immediate Past President.

The Immediate Past President is an ex-officio Officer of the Chapter

## Section 8. Other board members.

In addition to the positions defined in sections 3, 4, 5, and 6, the Board may consist of other Directors at Large with appointments to various responsibilities based on the needs of the board at the time as decided by the board, up to a maximum total number of directors at any one time of ten (10).

## Section 9. Minutes of board meetings.

The Board must ensure that minutes are taken and kept of each board meeting.

The minutes must record the following:

1. The names of the members in attendance at the meeting
2. The business considered at the meeting
3. Any resolution on which a vote is taken and the result of the vote
4. Any material personal interest declared under Article 11 Section 5

The minutes of Board meetings shall not be available for inspection or copying by the members.

## Section 10. Board authority.

The Board shall exercise all powers of the Melbourne Chapter, except as specifically prohibited by these bylaws, the PMI Bylaws and policies, its charter with PMI, and the laws of the jurisdiction in which the organization is incorporated/registered. The Board shall be authorized to adopt and publish such policies, procedures and rules

as may be necessary and consistent with these bylaws and PMI Bylaws and policies, and to exercise authority over all Melbourne Chapter business and funds.

### Section 11. Board meetings.

The Board shall meet at the call of the President, or at the written request of three (3) members of the Board. A quorum shall consist of no less than one-half of the membership of the Board at any given time. Each member shall be entitled to one (1) vote and may take part and vote in person only. At its discretion, the Board may conduct its business by teleconference, videoconference, facsimile or other legally acceptable means. Meetings shall be conducted in accordance with parliamentary procedures determined by the Board.

### Section 12. Board vacancy.

The Board of Directors may declare an officer or Director at Large position to be vacant where an officer or Director at Large ceases to be a member in good standing of PMI or of the Melbourne Chapter by reason of non-payment of dues, or where the officer or Director at Large fails to attend two (2) consecutive Board meetings. An officer or Director at Large may resign by submitting written notice to the President or Secretary. Unless another time is specified in the notice or determined by the Board, the resignation shall be effective upon receipt by the Board of the written notice.

### Section 13. Board member removal.

An officer or Director at Large may be removed from office for just cause in connection with the affairs of the organization by a seventy-five percent (75%) vote of the members present and in person at an official meeting of the membership, or by a seventy-five percent (75%) vote of the Board.

### Section 14. Appointment to a vacant position.

If any officer or Director at Large position becomes vacant, the Board may appoint a successor to fill the office for the unexpired portion of the term for the vacant position. In the event the President is unable or unwilling to complete the current term of office, the Vice President, or an alternative director approved by the majority of the board, shall assume the duties and office of the presiding officer for the remainder of the term. The Board may call for a special election by the chapter's membership to fill the vacant position.

## Article 6 – Melbourne Chapter Nominations and Elections.

### Section 1. The nomination process.

The nomination and election of officers and directors shall be conducted annually in accordance with the requirements contained in these bylaws, including Article 4, Section 1 and Article 5, Section 2 and this Article 6. All voting members in good standing of the Melbourne Chapter shall have the right to vote in the election.

Discrimination in election and nomination procedures on the basis of race, colour, creed, gender, age, marital status, national origin, religion, physical or mental disability, or unlawful purpose is prohibited.

### Section 2. Elected candidate start and term.

Candidates who are elected shall take office on the first day of January following their election, and shall hold office for the duration of their terms or until their successors have been elected and qualified.

### Section 3. Nominee eligibility and elections.

A Nominating Committee shall prepare a slate containing nominees for each Board position and shall determine the eligibility and willingness of each nominee to stand for election. Candidates for Board positions may also be nominated by petition process established by the Nominating Committee or the Board

A. The Nominating Committee shall set and publish the criteria for the evaluation of candidates. The criteria must be approved in advance by the Board.

B. Eligibility criteria for chapter board member nominees must include –

1. Are 18 years or older
2. Are entitled to vote at a general meeting
3. Is an eligible Chapter member in good standing for a period immediately leading up to their nomination
4. Has experience as a volunteer or volunteer leader in the chapter, or other PMI Chapter, or other not-for-profit organisation
5. Has never breached the PMI Code of Ethics & Professional Conduct (included as Appendix A)

C. Elections shall be conducted (a) during the annual meeting of the membership; or (b) by mail ballot to all voting members in good standing; or (c) by electronic vote in compliance with the legal jurisdiction. The candidate who receives a majority of votes cast for each office shall be elected. Ballots shall be counted by the Nominating Committee or by tellers designated by the Board.

#### Section 4. Board nominees and the Nominating Committee.

No current member of the Nominating Committee shall be included in the slate of nominees prepared by the Committee.

#### Section 5. Use of PMI funds and electioneering.

In accordance with PMI policies, practices, procedures, rules and directives, no funds or resources of PMI or the Chapter may be used to support the election of any candidate or group of candidates for PMI, Chapter or public office. No other type of organized electioneering, communications, fund-raising or other organized activity on behalf of a candidate shall be permitted. The Chapter Nominating Committee, or other applicable body designated by the Chapter, will be the sole distributor(s) of all election materials for Chapter elected positions.

### Article 7 – Melbourne Chapter Committees.

#### Section 1. Establishing committees.

The Board may authorize the establishment of standing or temporary committees to advance the purposes of the organization. The Board shall establish a charter for each committee, which defines its purpose, authority and outcomes. Committees are responsible to the Board. Committee members shall be appointed from the membership of the organization, unless otherwise stated in these bylaws. The Melbourne Chapter officers and/or Directors can serve on the Melbourne Chapter Committees, unless it specifically is restricted by the bylaws.

#### Section 2. Committee members.

All committee members and a chairperson for each committee shall be appointed by the President with the approval of the Board

### Article 8 – Melbourne Chapter Finance.

#### Section 1. The fiscal year.

The fiscal year of the Melbourne Chapter shall be from 1 January to 31 December.

#### Section 2. Chapter membership dues.

Melbourne Chapter annual membership dues shall be set by the Melbourne Chapter's Board and communicated to PMI in accordance with policies and procedures established by PMI.

#### Section 3. Management of finances.

The Melbourne Chapter Board shall establish policies and procedures to govern the management of its finances and shall submit required tax filings to appropriate government authorities.

A. Subject to any restrictions imposed by a general meeting of the Melbourne Chapter, the Board may approve expenditure on behalf of the Melbourne Chapter.

B. The Board may authorise the Finance Director to expend funds on behalf of the Melbourne Chapter (including by electronic funds transfer) up to a specified limit without requiring approval from the Board for each item on which the funds are expended.

C. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by two Board members.

#### Section 4. Sources of Funds.

The funds of the Association may be derived from joining fees, annual subscriptions, donations, fund raising activities, event entrance fees, grants, sponsorship agreements, registration for continuing education, and any other sources approved by the Board.

All dues billings, dues collections and dues disbursements shall be performed by PMI.

## Article 9 – Meetings of the Membership.

### Section 1. Annual meetings.

An annual meeting of the membership shall be held at a date and location to be determined by the Board. Notice of all annual meetings shall be sent by the Board to all members at least 30 days in advance of the meeting. Action at such meetings shall be limited to those agenda items contained in the notice of the meeting.

### Section 2. Special meetings and General meetings.

Special meetings or general meetings of the membership may be called by the President, by a majority of the Board, or by petition of ten percent (10%) of the voting membership directed to the President. Notice of all special or general meetings shall be sent by the Board to membership a reasonable amount of time in advance of the meeting, at least 21 days, in order to allow members the opportunity to participate in such meetings. The notice should indicate the time and place of the meeting and include the proposed agenda. Action at such meetings shall be limited to those agenda items contained in the notice of the meeting.

### Section 3. Meeting quorum.

Quorum at all annual and special meetings of the Melbourne Chapter shall be those members in good standing, present and in person or five percent (5%) of the voting membership in good standing, present and in person.

A. No business may be conducted at a general meeting unless a quorum of members is present.

B. If a quorum is not present within 30 minutes after the notified commencement time of a general meeting—

1. In the case of a meeting convened by, or at the request of, members under Section 2—the meeting must be dissolved. The business that was to have been considered at the meeting is taken to have been dealt with. If members wish to have the business reconsidered at another special meeting, the members must make a new request under Section 2.
2. In any other case—
  - a) the meeting must be adjourned to a date not more than 21 days after the adjournment; and
  - b) notice of the date, time and place to which the meeting is adjourned must be given at the meeting and confirmed by written notice given to all members as soon as practicable after the meeting.

C. If a quorum is not present within 30 minutes after the time to which a general meeting has been adjourned under sub-rule B(2), the members present at the meeting (if not fewer than 3) may proceed with the business of the meeting as if a quorum were present.

## Section 4. Conducting the meetings.

All meetings shall be conducted according to parliamentary procedures determined by the Board.

### A. Proxies -

1. A member may appoint another member as their proxy to vote and speak on their behalf at a general meeting.
2. The appointment of a proxy must be in writing and signed by the member making the appointment.
3. The member appointing the proxy may give specific directions as to how the proxy is to vote on their behalf, otherwise the proxy may vote on behalf of the member in any matter as they sees fit.
4. Notice of a general meeting given to a member under Section 1 and 2 must state that the member may appoint another member as a proxy for the meeting.
5. A form appointing a proxy must be given to the Chairperson of the meeting before or at the commencement of the meeting.
6. A form appointing a proxy sent by post or electronically is of no effect unless it is received by the Melbourne Chapter no later than 24 hours before the commencement of the meeting.

### B. Use of technology -

1. A member not physically present at a general meeting may be permitted to participate in the meeting by the use of technology that allows that member and the members present at the meeting to clearly and simultaneously communicate with each other.
2. For the purposes of this Part, a member participating in a general meeting as permitted under sub-rule (1) is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

### C. Adjournment of general meeting -

1. The Chairperson of a general meeting at which a quorum is present may, with the consent of a majority of members present at the meeting, adjourn the meeting to another time at the same place or at another place.
2. Without limiting sub-rule (1), a meeting may be adjourned—
  - a) if there is insufficient time to deal with the business at hand; or
  - b) to give the members more time to consider an item of business.
3. No business may be conducted on the resumption of an adjourned meeting other than the business that remained unfinished when the meeting was adjourned.
4. Notice of the adjournment of a meeting under this rule is not required unless the meeting is adjourned for 14 days or more, in which case notice of the meeting must be given in accordance with Section 1 or 2.

### D. Voting at general meeting -

1. On any question arising at a general meeting—
  - a) subject to sub-rule (3), each member who is entitled to vote has one vote; and
  - b) members may vote personally or by proxy; and
  - c) except in the case of a special resolution, the question must be decided on a majority of votes.
2. If votes are divided equally on a question, the Chairperson of the meeting has a second or casting vote.
3. If the question is whether or not to confirm the minutes of a previous meeting, only members who were present at that meeting may vote.

E. Special resolutions - a special resolution is passed if not less than 75% of the members voting at a general meeting (whether in person or by proxy) vote in favour of the resolution.

### F. Determining whether resolution carried -

1. Subject to subsection (2), the Chairperson of a general meeting may, on the basis of a show of hands, declare that a resolution has been—
  - a) carried; or
  - b) carried unanimously; or
  - c) carried by a particular majority; or
  - d) lost—and an entry to that effect in the minutes of the meeting is conclusive proof of that fact.
2. If a poll (where votes are cast in writing) is demanded by three or more members on any question—
  - a) the poll must be taken at the meeting in the manner determined by the Chairperson of the meeting; and
  - b) the Chairperson must declare the result of the resolution on the basis of the poll.
3. A poll demanded on the election of the Chairperson or on a question of an adjournment must be taken immediately.
4. A poll demanded on any other question must be taken before the close of the meeting at a time determined by the Chairperson.

### Section 5. Minutes of general meetings.

The Board must ensure that minutes are taken and kept of each general meeting. The minutes must record the business considered at the meeting, and resolution on which a vote is taken and the result of the vote.

A. The minutes of each Annual General Meeting must include:

1. The attendance register; and
2. The financial statements submitted to the members; and
3. The certificate signed by two Board members certifying that the financial statements give a true and fair view of the financial position and performance of the Association; and
4. Any audited accounts and the auditor's reports or report of a review accompanying the financial statements that are required under the Act.

B. The minutes are evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

C. The minutes of general meetings shall be made available for inspection by the members.

## Article 10 – Branches of the Melbourne Chapter.

### Section 1. Establishing a Branch.

Upon written permission granted by PMI via the charter agreement, the Chapter shall be permitted to organize its members who reside in geographically limited areas in groups (hereinafter "Branch") for the purpose of delivering its services locally. A Branch of the Melbourne Chapter shall be governed by these bylaws and shall conduct its business in compliance with Melbourne Chapter's policies and procedures and its charter with PMI.

### Section 2. Geographic Area.

Each Branch formed to service a defined geographic area will not extend its services beyond the geographic boundaries defined of the Chapter.

### Section 3. Distribution of Dues.

All Melbourne Chapter's dues & fees will be collected by PMI® on behalf of the Melbourne Chapter and will be forwarded to Melbourne Chapter. The Melbourne Chapter will allocate funds to the Branch in accordance to Melbourne Chapter's policies & procedures. Branches shall not create its own Board, membership, or dues.



## Section 4. Management of the Branch.

Management of the Branch activities and the associated budget shall be the responsibility of the Branch Chair, who shall either be a member of the Melbourne Chapter's Board of Directors, or be a Committee Chair and report into a Chapter Board member who oversees the Chapter's Branch(es)

## Section 5. Branch limitations.

Branches shall abide by the limitations consistent with the chapter's charter agreement with PMI.

# Article 11 - Inurement and Conflict of Interest.

## Section 1. Receipts by members.

No member of the Melbourne Chapter shall receive any pecuniary gain, benefit or profit, incidental or otherwise, from the activities, financial accounts and resources of the Melbourne Chapter, except as otherwise provided in these bylaws.

## Section 2. Receipts by board members.

No officer, director, appointed committee member or authorized representative of the Melbourne Chapter shall receive any compensation, or other tangible or financial benefit for service on the Board. However, the Board may authorize payment by the Melbourne Chapter of actual and reasonable expenses incurred by an officer, director, committee member or authorized representative regarding attendance at Board meetings and other approved activities.

## Section 3. Engaging in contracts and transactions.

The Melbourne Chapter may engage in contracts or transactions with members, elected officers or directors of the Board, appointed committee members or authorized representatives of Melbourne Chapter and any corporation, partnership, association or other organization in which one or more of Melbourne Chapter's directors, officers, appointed committee members or authorized representatives are: directors or officers, have a financial interest in, or are employed by the other organization, provided the following conditions are met:

A. The facts regarding the relationship or interest as they relate to the contract or transaction are disclosed to the board of directors prior to commencement of any such contract or transaction;

B. The board in good faith authorizes the contract or transaction by a majority vote of the directors who do not have an interest in the transaction or contract;

C. The contract or transaction is fair to Melbourne Chapter and complies with the laws and regulations of the applicable jurisdiction in which Melbourne Chapter is incorporated or registered at the time the contract or transaction is authorized, approved or ratified by the board of directors.

## Section 4. Obligations to the Melbourne Chapter.

All officers, directors, appointed committee members and authorized representatives of the Melbourne Chapter shall act in an independent manner consistent with their obligations to the Melbourne Chapter and applicable law, regardless of any other affiliations, memberships, or positions.

## Section 5. Disclosure of interests.

All officers, directors, appointed committee members and authorized representatives shall disclose any interest or affiliation they may have with any entity or individual with which the Melbourne Chapter has entered, or may enter, into contracts, agreements or any other business transaction, and shall refrain from voting on, or influencing the consideration of, such matters.

## Article 12 – Indemnification.

### Section 1. Indemnification of chapter representatives.

In the event that any person who is or was an officer, director, committee member, or authorized representative of the Melbourne Chapter, acting in good faith and in a manner reasonably believed to be in the best interests of the Melbourne Chapter, has been made party, or is threatened to be made a party, to any civil, criminal, administrative, or investigative action or proceeding (other than an action or proceeding by or in the right of the corporation), such representative may be indemnified against reasonable expenses and liabilities, including legal fees, actually and reasonably incurred, judgments, fines and amounts paid in settlement in connection with such action or proceeding to the fullest extent permitted by the jurisdiction in which the organization is incorporated. Where the representative has been successful in defending the action, indemnification is mandatory.

### Section 2. Discretionary indemnification.

Unless ordered by a court, discretionary indemnification of any representative shall be approved and granted only when consistent with the requirements of applicable law, and upon a determination that indemnification of the representative is proper in the circumstances because the representative has met the applicable standard of conduct required by law and in these bylaws.

### Section 3. Liability insurance.

To the extent permitted by applicable law, the Melbourne Chapter may purchase and maintain liability insurance on behalf of any person who is or was a director, officer, employee, trustee, agent or authorized representative of the Melbourne Chapter, or is or was serving at the request of the Melbourne Chapter as a director, officer, employee, trustee, agent or representative of another corporation, domestic or foreign, non-profit or for-profit, partnership, joint venture, trust or other enterprise.

## Article 13 - Amendments.

### Section 1. Bylaws amendments.

By electronic ballot - these bylaws may be amended by a seventy-five percent (75%) vote of the voting membership in good standing voting by electronic ballot. Using the electronic ballot method is subject to the Registrar of Incorporated Associations granting prior permission as provided by section 66 of the Act.

By a membership vote at a Special / General Meeting - alternatively, bylaws may also be amended by a seventy-five percent (75%) vote of membership present and voting on a Special Resolution at an annual or special meeting of the Melbourne Chapter duly called and regularly held, after all other provisions of the Act such as notice period and content of the Special Resolution have been met.

### Section 2. Proposing amendments.

Amendments may be proposed by the Board on its own initiative, or upon petition by ten percent (10%) of the voting members in good standing addressed to the Board. All such proposed amendments shall be presented by the Board with or without recommendation.

### Section 3. Consistency to the PMI

All amendments must be consistent with PMI's Bylaws and the policies, procedures, rules and directives established by the PMI Board of Directors, as well as with the Melbourne Chapter's Charter with PMI.

## Article 14 – Dissolution.

### Section 1. Chapter dissolution.

In the event that the Melbourne Chapter or its governing officers failed to act according to these bylaws, its policies or all PMI® policies, procedures, and rules outlined in the charter agreement, PMI® has a right to revoke the Melbourne Chapter Charter and require the chapter to seek dissolution.

### Section 2. Right to request dissolution.

In the event the Melbourne Chapter failed to deliver value to its members as outlined in Melbourne Chapter’s business plan and without mitigated circumstance, the Chapter acknowledges that PMI® has a right to revoke the Melbourne Chapter Charter and require the chapter to seek dissolution.

### Section 3. Voluntary dissolution.

In the event the Melbourne Chapter is considering dissolving, the Melbourne Chapter’s members of the Board of Directors must notify PMI® in writing and follow the Chapter dissolution procedure as defined in PMI’s policy.

The Association may then be wound up voluntarily by a membership vote of a Special Resolution after relevant provisions of the Act such as notice period and content of the Special Resolution have been met.

### Section 4. Dispersal of chapter assets.

Should the Melbourne Chapter dissolve for any reason, its assets shall be dispersed to another organisation with similar purposes and which has rules prohibiting the distribution of its assets and income to its members, designated via a Special Resolution by the voting membership after the payment of just, reasonable and supported debts, consistent with applicable legal requirements.

## Article 15 – Custody and inspection of books and records.

### Section 1. Requesting records.

Members may, on request, inspect free of charge:

1. The register of members, subject to the restrictions in Article 4 Section 3
2. The minutes of general meetings
3. The financial records, books, securities and any other relevant documents of the Chapter, all subject to Section 2.

For the purpose of this bylaw, “relevant documents” means the records and other documents, however compiled, recorded, or stored, that relate to the incorporation and management of the Chapter and includes the following:

1. Its financial statements
2. Its financial records
3. Records and documents relating to transactions, dealings, business or property of the Melbourne Chapter

### Section 2. Restricted records.

The Board may refuse to permit a member to inspect records of the Chapter that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Chapter as determined by the Board.

### Section 3. Publication of bylaws.

The Board must on request make copies of these bylaws available to members and applicants for membership free of charge.

#### Section 4. Providing copies of records to members.

Subject to the operation of these bylaws, a member may make a copy of any of the other records of the Melbourne Chapter referred to in this bylaw and the Melbourne Chapter may charge a reasonable fee for provision of a copy of such a record.

#### Appendix A – PMI Code of Ethics & Professional Conduct

#### Appendix B – PMI Conflict Resolution Process – Rev 2016 Final

## CHAPTER 1. VISION AND APPLICABILITY

---

### 1.1 Vision and Purpose

As practitioners of project management, we are committed to doing what is right and honorable. We set high standards for ourselves and we aspire to meet these standards in all aspects of our lives—at work, at home, and in service to our profession.

This Code of Ethics and Professional Conduct describes the expectations that we have of ourselves and our fellow practitioners in the global project management community. It articulates the ideals to which we aspire as well as the behaviors that are mandatory in our professional and volunteer roles.

The purpose of this Code is to instill confidence in the project management profession and to help an individual become a better practitioner. We do this by establishing a profession-wide understanding of appropriate behavior. We believe that the credibility and reputation of the project management profession is shaped by the collective conduct of individual practitioners.

We believe that we can advance our profession, both individually and collectively, by embracing this Code of Ethics and Professional Conduct. We also believe that this Code will assist us in making wise decisions, particularly when faced with difficult situations where we may be asked to compromise our integrity or our values.

Our hope is that this Code of Ethics and Professional Conduct will serve as a catalyst for others to study, deliberate, and write about ethics and values. Further, we hope that this Code will ultimately be used to build upon and evolve our profession.

### 1.2 Persons to Whom the Code Applies

The Code of Ethics and Professional Conduct applies to:

#### 1.2.1 All PMI members

#### 1.2.2 Individuals who are not members of PMI but meet one or more of the following criteria:

- .1 Non-members who hold a PMI certification
- .2 Non-members who apply to commence a PMI certification process
- .3 Non-members who serve PMI in a volunteer capacity.

*Comment: Those holding a Project Management Institute (PMI®) credential (whether members or not) were previously held accountable to the Project Management Professional (PMP®) or Certified Associate in Project Management (CAPM®) Code of Professional Conduct and continue to be held accountable to the PMI Code of Ethics and Professional Conduct. In the past, PMI also had separate ethics standards for members and for credentialed individuals. Stakeholders who contributed input to develop this Code concluded that having multiple codes was undesirable and that everyone should be held to one high standard. Therefore, this Code is applicable to both PMI members and individuals who have applied for or received a credential from PMI, regardless of their membership in PMI.*

## 1.3 Structure of the Code

The Code of Ethics and Professional Conduct is divided into sections that contain standards of conduct which are aligned with the four values that were identified as most important to the project management community. Some sections of this Code include comments. Comments are not mandatory parts of the Code, but provide examples and other clarification. Finally, a glossary can be found at the end of the standard. The glossary defines words and phrases used in the Code. For convenience, those terms defined in the glossary are underlined in the text of the Code.

## 1.4 Values that Support this Code

Practitioners from the global project management community were asked to identify the values that formed the basis of their decision making and guided their actions. The values that the global project management community defined as most important were: responsibility, respect, fairness, and honesty. This Code affirms these four values as its foundation.

## 1.5 Aspirational and Mandatory Conduct

Each section of the Code of Ethics and Professional Conduct includes both aspirational standards and mandatory standards. The aspirational standards describe the conduct that we strive to uphold as practitioners. Although adherence to the aspirational standards is not easily measured, conducting ourselves in accordance with these is an expectation that we have of ourselves as professionals—it is not optional.

The mandatory standards establish firm requirements, and in some cases, limit or prohibit practitioner behavior. Practitioners who do not conduct themselves in accordance with these standards will be subject to disciplinary procedures before PMI's Ethics Review Committee.

*Comment: The conduct covered under the aspirational standards and conduct covered under the mandatory standards are not mutually exclusive; that is, one specific act or omission could violate both aspirational and mandatory standards.*

# CHAPTER 2. RESPONSIBILITY

---

## 2.1 Description of Responsibility

Responsibility is our duty to take ownership for the decisions we make or fail to make, the actions we take or fail to take, and the consequences that result.

## 2.2 Responsibility: Aspirational Standards

As practitioners in the global project management community:

**2.2.1** We make decisions and take actions based on the best interests of society, public safety, and the environment.

**2.2.2** We accept only those assignments that are consistent with our background, experience, skills, and qualifications.

*Comment: Where developmental or stretch assignments are being considered, we ensure that key stakeholders receive timely and complete information regarding the gaps in our qualifications so that they may make informed decisions regarding our suitability for a particular assignment.*

*In the case of a contracting arrangement, we only bid on work that our organization is qualified to perform and we assign only qualified individuals to perform the work.*

**2.2.3** We fulfill the commitments that we undertake – we do what we say we will do.

**2.2.4** When we make errors or omissions, we take ownership and make corrections promptly. When we discover errors or omissions caused by others, we communicate them to the appropriate body as soon they are discovered. We accept accountability for any issues resulting from our errors or omissions and any resulting consequences.

**2.2.5** We protect proprietary or confidential information that has been entrusted to us.

**2.2.6** We uphold this Code and hold each other accountable to it.

## **2.3 Responsibility: Mandatory Standards**

As practitioners in the global project management community, we require the following of ourselves and our fellow practitioners:

### **Regulations and Legal Requirements**

**2.3.1** We inform ourselves and uphold the policies, rules, regulations and laws that govern our work, professional, and volunteer activities.

**2.3.2** We report unethical or illegal conduct to appropriate management and, if necessary, to those affected by the conduct.

*Comment: These provisions have several implications. Specifically, we do not engage in any illegal behavior, including but not limited to: theft, fraud, corruption, embezzlement, or bribery. Further, we do not take or abuse the property of others, including intellectual property, nor do we engage in slander or libel. In focus groups conducted with practitioners around the globe, these types of illegal behaviors were mentioned as being problematic.*

*As practitioners and representatives of our profession, we do not condone or assist others in engaging in illegal behavior. We report any illegal or unethical conduct. Reporting is not easy and we recognize that it may have negative consequences. Since recent corporate scandals, many organizations have adopted policies to protect employees who reveal the truth about illegal or unethical activities. Some governments have also adopted legislation to protect employees who come forward with the truth.*

### **Ethics Complaints**

**2.3.3** We bring violations of this Code to the attention of the appropriate body for resolution.

**2.3.4** We only file ethics complaints when they are substantiated by facts.

*Comment: These provisions have several implications. We cooperate with PMI concerning ethics violations and the collection of related information whether we are a complainant or a respondent. We also abstain from accusing others of ethical misconduct when we do not have all the facts. Further, we pursue disciplinary action against individuals who knowingly make false allegations against others.*

**2.3.5** We pursue disciplinary action against an individual who retaliates against a person raising ethics concerns.

## CHAPTER 3. RESPECT

---

### 3.1 Description of Respect

Respect is our duty to show a high regard for ourselves, others, and the resources entrusted to us. Resources entrusted to us may include people, money, reputation, the safety of others, and natural or environmental resources.

An environment of respect engenders trust, confidence, and performance excellence by fostering mutual cooperation—an environment where diverse perspectives and views are encouraged and valued.

### 3.2 Respect: Aspirational Standards

As practitioners in the global project management community:

- 3.2.1 We inform ourselves about the norms and customs of others and avoid engaging in behaviors they might consider disrespectful.
- 3.2.2 We listen to others' points of view, seeking to understand them.
- 3.2.3 We approach directly those persons with whom we have a conflict or disagreement.
- 3.2.4 We conduct ourselves in a professional manner, even when it is not reciprocated.

*Comment: An implication of these provisions is that we avoid engaging in gossip and avoid making negative remarks to undermine another person's reputation. We also have a duty under this Code to confront others who engage in these types of behaviors.*

### 3.3 Respect: Mandatory Standards

As practitioners in the global project management community, we require the following of ourselves and our fellow practitioners:

- 3.3.1 We negotiate in good faith.
- 3.3.2 We do not exercise the power of our expertise or position to influence the decisions or actions of others in order to benefit personally at their expense.
- 3.3.3 We do not act in an abusive manner toward others.
- 3.3.4 We respect the property rights of others.

## CHAPTER 4. FAIRNESS

---

### 4.1 Description of Fairness

Fairness is our duty to make decisions and act impartially and objectively. Our conduct must be free from competing self interest, prejudice, and favoritism.



## 4.2 Fairness: Aspirational Standards

As practitioners in the global project management community:

- 4.2.1 We demonstrate transparency in our decision-making process.
- 4.2.2 We constantly reexamine our impartiality and objectivity, taking corrective action as appropriate.

*Comment: Research with practitioners indicated that the subject of conflicts of interest is one of the most challenging faced by our profession. One of the biggest problems practitioners report is not recognizing when we have conflicted loyalties and recognizing when we are inadvertently placing ourselves or others in a conflict-of-interest situation. We as practitioners must proactively search for potential conflicts and help each other by highlighting each other's potential conflicts of interest and insisting that they be resolved.*

- 4.2.3 We provide equal access to information to those who are authorized to have that information.
- 4.2.4 We make opportunities equally available to qualified candidates.

*Comment: An implication of these provisions is, in the case of a contracting arrangement, we provide equal access to information during the bidding process.*

## 4.3 Fairness: Mandatory Standards

As practitioners in the global project management community, we require the following of ourselves and our fellow practitioners:

### Conflict of Interest Situations

- 4.3.1 We proactively and fully disclose any real or potential conflicts of interest to the appropriate stakeholders.
- 4.3.2 When we realize that we have a real or potential conflict of interest, we refrain from engaging in the decision-making process or otherwise attempting to influence outcomes, unless or until: we have made full disclosure to the affected stakeholders; we have an approved mitigation plan; and we have obtained the consent of the stakeholders to proceed.

*Comment: A conflict of interest occurs when we are in a position to influence decisions or other outcomes on behalf of one party when such decisions or outcomes could affect one or more other parties with which we have competing loyalties. For example, when we are acting as an employee, we have a duty of loyalty to our employer. When we are acting as a PMI volunteer, we have a duty of loyalty to the Project Management Institute. We must recognize these divergent interests and refrain from influencing decisions when we have a conflict of interest.*

*Further, even if we believe that we can set aside our divided loyalties and make decisions impartially, we treat the appearance of a conflict of interest as a conflict of interest and follow the provisions described in the Code.*

### Favoritism and Discrimination

- 4.3.3 We do not hire or fire, reward or punish, or award or deny contracts based on personal considerations, including but not limited to, favoritism, nepotism, or bribery.
- 4.3.4 We do not discriminate against others based on, but not limited to, gender, race, age, religion, disability, nationality, or sexual orientation.
- 4.3.5 We apply the rules of the organization (employer, Project Management Institute, or other group) without favoritism or prejudice.

# CHAPTER 5. HONESTY

---

## 5.1 Description of Honesty

Honesty is our duty to understand the truth and act in a truthful manner both in our communications and in our conduct.

## 5.2 Honesty: Aspirational Standards

As practitioners in the global project management community:

- 5.2.1 We earnestly seek to understand the truth.
- 5.2.2 We are truthful in our communications and in our conduct.
- 5.2.3 We provide accurate information in a timely manner.

*Comment: An implication of these provisions is that we take appropriate steps to ensure that the information we are basing our decisions upon or providing to others is accurate, reliable, and timely.*

*This includes having the courage to share bad news even when it may be poorly received. Also, when outcomes are negative, we avoid burying information or shifting blame to others. When outcomes are positive, we avoid taking credit for the achievements of others. These provisions reinforce our commitment to be both honest and responsible.*

- 5.2.4 We make commitments and promises, implied or explicit, in good faith.
- 5.2.5 We strive to create an environment in which others feel safe to tell the truth.

## 5.3 Honesty: Mandatory Standards

As practitioners in the global project management community, we require the following of ourselves and our fellow practitioners:

- 5.3.1 We do not engage in or condone behavior that is designed to deceive others, including but not limited to, making misleading or false statements, stating half-truths, providing information out of context or withholding information that, if known, would render our statements as misleading or incomplete.
- 5.3.2 We do not engage in dishonest behavior with the intention of personal gain or at the expense of another.

*Comment: The aspirational standards exhort us to be truthful. Half-truths and non-disclosures intended to mislead stakeholders are as unprofessional as affirmatively making misrepresentations. We develop credibility by providing complete and accurate information.*

# APPENDIX A

---

## A.1 History of this Standard

PMI's vision of project management as an independent profession drove our early work in ethics. In 1981, the PMI Board of Directors formed an Ethics, Standards and Accreditation Group. One task required the group to deliberate on the need for a code of ethics for the profession. The team's report contained the first documented PMI discussion of ethics for the project management profession. This report was submitted to the PMI Board of Directors in August 1982 and published as a supplement to the August 1983 *Project Management Quarterly*.

In the late 1980's, this standard evolved to become the Ethics Standard for the Project Management Professional (PMP®). In 1997, the PMI Board determined the need for a member code of ethics. The PMI Board formed the Ethics Policy Documentation Committee to draft and publish an ethics standard for PMI's membership. The Board approved the new Member Code of Ethics in October 1998. This was followed by Board approval of the Member Case Procedures in January 1999, which provided a process for the submission of an ethics complaint and a determination as to whether a violation had occurred.

Since the 1998 Code was adopted, many dramatic changes have occurred within PMI and the business world. PMI membership has grown significantly. A great deal of growth has also occurred in regions outside North America. In the business world, ethics scandals have caused the downfall of global corporations and non-profits, causing public outrage and sparking increased government regulations. Globalization has brought economies closer together but has caused a realization that our practice of ethics may differ from culture to culture. The rapid, continuing pace of technological change has provided new opportunities, but has also introduced new challenges, including new ethical dilemmas.

For these reasons, in 2003 the PMI Board of Directors called for the reexamination of our codes of ethics. In 2004, the PMI Board commissioned the Ethics Standards Review Committee [ESRC] to review the codes of ethics and develop a process for revising the codes. The ESRC developed processes that would encourage active participation by the global project management community. In 2005, the PMI Board approved the processes for revising the code, agreeing that global participation by the project management community was paramount. In 2005, the Board also commissioned the Ethics Standards Development Committee to carry out the Board-approved process and deliver the revised code by the end of 2006. This Code of Ethics and Professional Conduct was approved by the PMI Board of Directors in October 2006.

## A.2 Process Used to Create This Standard

The first step by the Ethics Standards Development Committee [ESDC] in the development of this Code was to understand the ethical issues facing the project management community and to understand the values and viewpoints of practitioners from all regions of the globe. This was accomplished by a variety of mechanisms including focus group discussions and two internet surveys involving practitioners, members, volunteers, and people holding a PMI certification. Additionally, the team analyzed the ethics codes of 24 non-profit associations from various regions of the world, researched best practices in the development of ethics standards, and explored the ethics-related tenets of PMI's strategic plan.

This extensive research conducted by the ESDC provided the backdrop for developing the exposure draft of the PMI Code of Ethics and Professional Conduct. The exposure draft was circulated to the global project management community for comment. The rigorous, standards development processes established by the American National Standards Institute were followed during the development of the Code because these processes were used for

PMI technical standard development projects and were deemed to represent the best practices for obtaining and adjudicating stakeholder feedback to the exposure draft.

The result of this effort is a Code of Ethics and Professional Conduct that not only describes the ethical values to which the global project management community aspires, but also addresses the specific conduct that is mandatory for every individual bound by this Code. Violations of the PMI Code of Ethics and Professional Conduct may result in sanctions by PMI under the ethics Case Procedures.

The ESDC learned that as practitioners of project management, our community takes its commitment to ethics very seriously and we hold ourselves and our peers in the global project management community accountable to conduct ourselves in accordance with the provisions of this Code.

## APPENDIX B

---

### B.1 Glossary

**Abusive Manner.** Conduct that results in physical harm or creates intense feelings of fear, humiliation, manipulation, or exploitation in another person.

**Conflict of Interest.** A situation that arises when a practitioner of project management is faced with making a decision or doing some act that will benefit the practitioner or another person or organization to which the practitioner owes a duty of loyalty and at the same time will harm another person or organization to which the practitioner owes a similar duty of loyalty. The only way practitioners can resolve conflicting duties is to disclose the conflict to those affected and allow them to make the decision about how the practitioner should proceed.

**Duty of Loyalty.** A person's responsibility, legal or moral, to promote the best interest of an organization or other person with whom they are affiliated.

**Project Management Institute (PMI).** The totality of the Project Management Institute, including its committees, groups, and chartered components such as chapters, colleges, and specific interest groups.

**PMI Member.** A person who has joined the Project Management Institute as a member.

**PMI-Sponsored Activities.** Activities that include, but are not limited to, participation on a PMI Member Advisory Group, PMI standard development team, or another PMI working group or committee. This also includes activities engaged in under the auspices of a chartered PMI component organization—whether it is in a leadership role in the component or another type of component educational activity or event.

**Practitioner.** A person engaged in an activity that contributes to the management of a project, portfolio, or program, as part of the project management profession.

**PMI Volunteer.** A person who participates in PMI-sponsored activities, whether a member of the Project Management Institute or not.

PROJECTMANAGEMENTINSTITUTE

# PMI CONFLICT RESOLUTION PROGRAM

for PMI Chapters

2016

Conflict Resolution Program Manual for the maintenance of PMI Chapters.

This manual is subject to update and annual revision

Updates made prior to annual revision shall be  
communicated and available as an addenda to this  
Manual

# **Project Management Institute's** **Conflict Resolution Program**

## **Summary**

### **Purpose**

The purpose of Project Management Institute's (PMI) Conflict Resolution Program (the "Program") is to resolve quickly and fairly any disputes that may arise between or among PMI Chapters and/or members within a PMI Chapter ("Disputes"), providing support to volunteer leaders in instances of perceived conflict. Per the PMI Charter Agreement, Section 14, entitled "Agreement Dispute Resolution", Chapters agree to submit disputes for resolution through the PMI Conflict Resolution Program that they cannot resolve themselves and that this is the sole method for resolution unless PMI consents to resolution outside the Program or enforcement of such requirements is prohibited by law.

The PMI Conflict Resolution Program provides for a multi-tiered dispute resolution process consisting of (1) efforts by the parties to resolve the dispute themselves; (2) facilitation by a senior chapter volunteer; (3) facilitation by a Region Mentor (RM); (4) facilitation by a trained staff member of the Chapter Development Department (CDD); (5) mediation of the dispute by a PMI Volunteer trained in mediation and conflict resolution; and (6) binding arbitration of the dispute.

Disputes eligible for this Program include, but are not limited to, those arising from the nominations, elections and removal of officers.<sup>1</sup> Ineligible disputes include, but are not limited to, those arising from any disagreements involving governing, policy or procedure documents and the interpretation of the aforementioned documents, which should be resolved at the chapter level, with the chapter board having final authority.

### **Section 1. PURPOSE**

The purpose of the Conflict Resolution Program is to help Chapters reduce unproductive conflict as much as possible and resolve conflicts quickly so the mission of the Chapter can be accomplished as effectively and efficiently as possible. Early resolution of disputes is cost effective and beneficial to all involved.

### **Section 2. PROGRAM OVERSIGHT**

The CDD has overall responsibility for the Conflict Resolution Program including policy, Program development and evaluation. The CDD, with consultation from PMI's Legal Department, shall resolve any disputes regarding the interpretation and applicability of these procedures.

### **Section 3. PROGRAM SCOPE**

The Program applies to all disputes between or among [Chapters and/or members of Chapters (the "Disputes")].

### **Section 4. CONFLICT RESOLUTION PROCESS**

Upon notification by parties of a Dispute, the CP will facilitate a discussion between the parties to attempt to resolve the dispute. The facilitated discussion will be scheduled within thirty (30) days from notification to CDD of the Dispute. If the dispute is resolved during that discussion, the CDD staff member (with the assistance of PMI Legal), with the parties, shall prepare an agreement describing the resolution and the parties and CDD staff member will sign the agreement.

---

<sup>1</sup> This program is not intended to resolve complaints regarding PMI and/or PMI staff. Any such complaints are governed by the PMI Grievance Policy. This Program is intended to resolve disputes relating only to individuals in their volunteer/member role within a Chapter and is not intended to resolve any employment-related issues between the Chapter and any of its employees (to the extent Chapter has any employees).

## **Section 5. THE MEDIATION PROCESS (See Appendix A for detailed process)**

### **5.1. The Objective of the Mediation**

The mediation process is informal and intended to result in a binding agreement if the parties reach a mutually satisfactory resolution. Each party is provided with an opportunity to present its side of the dispute. Through joint meetings and confidential discussions with each side, the mediator will test positions and clarify objectives, as well as encourage new perspectives and mutually beneficial resolution options. The mediation process is spelled out in more detail at Appendix A to these Procedures.

### **5.2. Initiating Mediation**

If a Dispute has not been resolved after facilitated discussion, any party may request mediation by submitting to the CDD a completed Request for Mediation.

### **5.3 Scheduling the mediation**

Within fifteen (15) business days following appointment of the mediator, the CDD shall endeavor to schedule a preliminary conference call, the purpose of which is to:

- Answer any questions about the mediation process;
- Complete necessary document or information exchange;
- Confirm who is expected to participate in the mediation;
- Discuss the preparation of a short pre-mediation statement;
- Schedule the mediation; and
- Complete arrangements for the mediation to be held in a manner that is appropriate under the circumstances (e.g., in person, by video-conference).

Every effort will be made to conduct the mediation within thirty (30) days of the conference call and to complete the mediation within one day. Thus, with the full cooperation of the parties, the entire process from filing to resolution should be completed within 75 days.

### **5.4 Responsibilities**

a. Initiator shall:

- i. Execute the mediation agreement;
- ii. Mediate in good faith;
- iii. Cooperate in good faith and abide by the terms set forth in the mediation agreement and at the beginning of mediation;
- iv. Inform the CDD if any special accommodations, such as auxiliary aids, interpreters, etc., are needed;
- v. Maintain the confidentiality of the mediation process; and
- vi. Abide by the provisions of the settlement agreement after signatures and concurrences.

b. Respondent shall:

- i. Execute the mediation agreement;
- ii. Mediate in good faith;
- iii. Cooperate in good faith and abide by the terms set forth in the mediation agreement and at the beginning of mediation;

- iv. Inform the CDD if any special accommodations, such as auxiliary aids, interpreters, etc., are needed;
  - v. Maintain the confidentiality of the mediation process;
  - vi. Have the authority to speak for the chapter or be able to contact a decision maker, as necessary, if respondent will be making decisions on behalf of the chapter; and
  - vii. Abide by the provisions of the settlement agreement after signatures and concurrences.
- c. The Chapter shall:
- i. Encourage the use of this conflict resolution process to resolve disputes;
  - ii. Amend its governing documents, if necessary, to adopt these procedures, as well as amend its election procedures, membership forms and other applicable policies and procedures to require compliance with these procedures, and obtain legal counsel to ensure that the amended documents are in compliance with all laws in the country in which the chapter is located;
  - iii. Obtain agreement of all existing chapter members to abide by these procedures;
  - iv. Request dispute prevention or resolution services at the earliest possible time in a conflict;
  - v. Seek guidance from CDD or the PMI legal department as needed;
  - vi. Provide for administrative services for mediations, such as space and access to equipment; and
  - vii. Maintain the confidentiality of the mediation process.
- d. The Mediator shall:
- i. Serve as a neutral third party trained in dispute resolution;
  - ii. Assist parties in reaching mutually-agreed-upon resolutions to disputes;
  - iii. Terminate mediation when it becomes apparent that continued efforts to resolve the matter through the mediation process will be unsuccessful;
  - iv. Advise disputants of the mediation process, rules of confidentiality, and terms;
  - v. Ensure disputing parties understand the mediator has no authority to make decisions nor is (s)he acting as an advocate for any party;
  - vi. Maintain the confidentiality of the mediation process;
  - vii. Consult with appropriate officials, as needed, for technical assistance to clarify issues or resolve concerns;
  - viii. Assist disputants in drafting the mutually acceptable Settlement Agreement;
  - ix. Forward the draft Settlement Agreement to CDD who will forward it to PMI's Legal Department for preliminary clearance or clarification and revision if necessary;
  - x. Obtain signatures from disputants to cleared and/or revised Settlement Agreement;
  - xi. Tell parties the Settlement Agreement will be binding when all signatures are obtained;
  - xii. Ask each participant to complete an evaluation form at the end of the mediation;
  - xiii. Issue Termination of Mediation notices to disputants if mediation concludes with a partial settlement or no settlement and provide the CDD a copy of the notice.
  - xiv. Agree to adhere to the applicable provisions of the Model Standards of Conduct for Mediators issued jointly by the American Arbitration Association, the American Bar Association and the Association for Conflict Resolution.



e. The CDD shall:

- i. Oversee policy and Program development, direction and evaluation, in collaboration with PMI's Legal Department;
- ii. Advise the Legal Department of all disputes and work collaboratively with the Legal Department to determine the best approach for resolving each dispute;
- iii. Maintain the confidentiality of all initial contacts except when there is a risk or threat of violence;
- iv. Provide coaching and consultation on conflict management and prevention upon request;
- v. Assist initiators and respondents in making decisions about using mediation or other conflict resolution services;
- vi. Fully explain the process of mediation and what is meant by confidentiality and good faith;
- vii. Recommends to CDD if dispute is appropriate for mediation;
- viii. Process all requests for mediation by:
  - (a) Contacting the initiating and responding parties, notifying the responding party of the purpose of requested mediation, identifying the appropriate participants for mediation, assuring the appropriate decision makers can either participate in the mediation or be available for consultation and ratification of decisions and obtaining their voluntary agreements to mediation;
  - (b) Informing PMI's Legal Department;
  - (c) Scheduling the mediation;
  - (d) Ensuring that administrative services, including place and time of mediation, adequate room set-up or videoconference set-up, access to e-mail, telephone, fax and any needed accommodations for participants with disabilities, are in place and communicated to mediators and participants;
  - (e) Arranging for a mediator from a pool of trained Volunteer mediators and ensuring they have all applicable forms and contact numbers prior to mediation;
  - (f) Arranging travel and associated reimbursement for mediators;
  - (g) Arranging for PMI's Legal Department staff coverage for draft agreement review;
  - (h) Ensuring all mediators obtain PMI Legal Department review and clearance on draft settlement agreements and that all required revisions are made before parties agree to and sign the settlement agreement; and
  - (i) Maintain confidentiality of conflict resolution files, contacts and process.

f. The RM shall:

- i. Serve as a neutral third-party;
- ii. Provide guidance to parties from senior volunteer perspective;
- iii. Advise parties as to how conflict affects the chapter, its members and the board of directors;
- iv. Advise parties to document all interactions, develop a communications and timeline of events;
- v. Perform a "root cause analysis", recommending to the CDD and parties involved if the Dispute is eligible for the Program, Ethics Review or neither;
- vi. Review "Guidelines for the Conduct of PMI Chapter Leaders and Volunteer" document with both parties, and have then sign document, if deemed necessary;
- vii. Review each parties' documentation (timeline of events, communication log, etc.) for completeness prior to forwarding to CDD, if resolution is not agreed upon.

### **5.5 Exchange of information**

Each party may submit documents it feels are helpful to the mediator to resolve the dispute, and may inform the CDD of any additional documents in the possession of the other party which should be provided. Copies or a list of all documents provided to the CDD and the mediator shall be provided to each party. Documents or witnesses not disclosed will not be considered during the mediation unless by agreement or at the discretion of the mediator where the new information is essential to the resolution of the dispute.

### **5.6 Legal representation and use of experts**

Parties do not need a lawyer or outside experts, and are encouraged not to incur the expense. However, lawyers and experts can participate in the mediation. Their participation at the mediation session should be disclosed at the Preliminary Conference.

The attorney or other representative must agree to sign a confidentiality agreement and must agree not to interfere with the mediator's conducting of the meeting. If the mediator feels that a party's representative is hindering the process, the mediator may restrict the representative's involvement or dismiss them from the meeting.

### **5.7 Confidentiality**

The mediation is a settlement discussion. All offers, promises, conduct and statements, whether oral or written, by anyone at any time before, during and after the mediation, and any documents created for the mediation, are confidential and privileged and shall neither be discoverable, admissible, nor used for any purpose, including impeachment, in any pending or subsequent arbitration, litigation or administrative proceeding. Evidence that is otherwise discoverable or admissible will not be rendered non-discoverable or inadmissible as a result of its use in the mediation.

### **5.8 Disqualification of CDD and the Mediator**

The parties to the mediation shall not call staff of the CDD or the mediator as a witness or expert, and each such individual shall be disqualified as a witness or expert in any pending or subsequent arbitration, litigation or administrative proceeding relating to the dispute that is the subject of the mediation.

### **5.9 Exclusion of liability**

Neither PMI, the staff members of CDD, any other employees, the mediator shall nor will the RM be liable to any party for any act or omission in connection with any conflict resolution services or mediation conducted under these procedures.

### **5.10 Costs and fees**

Each party will pay its own out-of-pocket expenses, including the fee of any attorney representing the party. There is no cost to the parties for PMI's mediation services.

## **Section 6. ARBITRATION PROCESS**

### **6.1 Commencement of arbitration**

If a Dispute is not resolved after duly following the procedures in Sections 1 through 5 above, then any party to the Dispute may submit a Request for Arbitration, and the Dispute shall be settled by binding arbitration by a single arbitrator in accordance with the rules of the American Arbitration Association for disputes involving parties within North America and the International Center for Dispute Resolution for disputes involving at least one party located outside of North America. The parties should familiarize themselves with the rules that will apply to the arbitration, to understand their rights and responsibilities, and may want to obtain counsel.

## 6.2 Scope of arbitration

If there is any dispute concerning the terms of these Procedures, including the validity thereof, such dispute shall also be determined by the arbitrator.

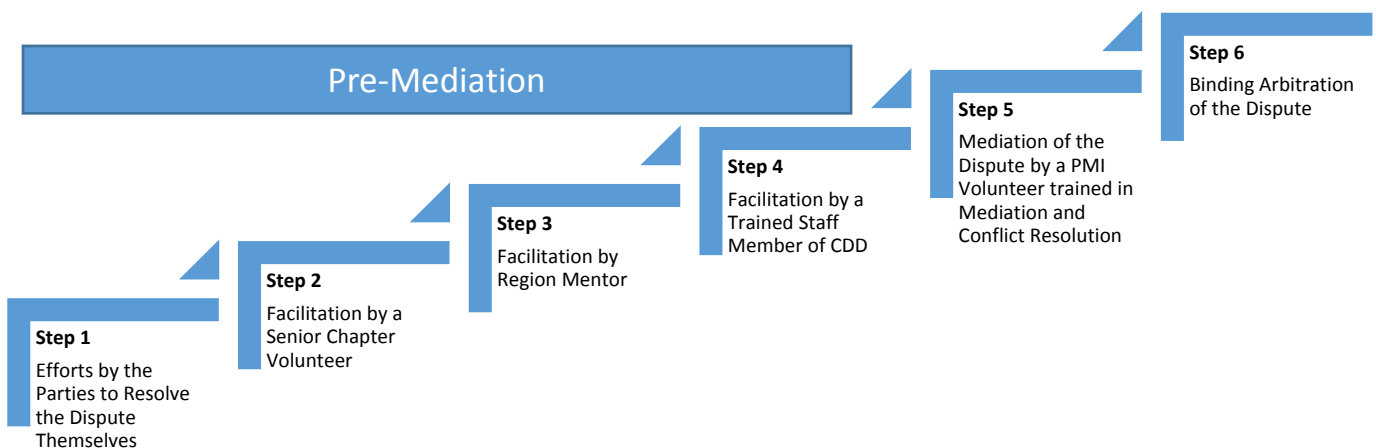
## 6.3 Arbitration schedule

The arbitrator shall schedule the arbitration hearing within ninety (90) days of the Request for Arbitration or such longer time period to which the arbitrator and all parties mutually agree.

## 6.4 Arbitration award

The arbitrator will render an award within thirty (30) days from the closing of the arbitration hearing. The award shall be in writing and will be a simple award unless the parties mutually agree to require the reasoning behind the award. Judgment upon the award may be entered by any court of competent jurisdiction.

### Conflict Resolution Step-by-Step Process



## Frequently Asked Questions

### **Who runs the Program?**

The PMI Chapter Development Department (CDD) runs the Program, with assistance from PMI Legal Department, PMI volunteers, and PMI Region Mentors.

### **To whom does the Program apply?**

PMI Chapters and Chapter members are required to use this Program to resolve Disputes that they are unable to resolve themselves, utilizing the resources of the chapter and their board of directors.

### **How does the Program work?**

The Program consists of multiple steps and they are as follows:

#### **Pre-Mediation**

***\* Both parties involved in the dispute must establish appropriate documentation to submit prior to each step. This includes communication log, timeline of events and what steps have been taken to avoid mediation. Parties will be unable to move to next step in the Program without sufficient documentation.***

1. The parties attempt to resolve their Dispute informally between or amongst themselves.
2. If the first step is unsuccessful, parties utilize objective party from the chapter (i.e. past president, trustee, etc.) to hear both sides with an attempt to resolve the conflict internally.
3. If the second step is unsuccessful, the respective Region Mentor (RM) will at his/her discretion meet with the parties individually or together in an attempt to resolve conflict. The RM will seek to hear steps already taken, attempt to resolve the conflict and if unsuccessful, determine whether the conflict is eligible for the Program.
  - All parties must sign the “Guidelines for the Conduct of PMI Chapter Leaders and Volunteers” document (Appendix B) and are notified that violation of this code of conduct will result in termination of their involvement in the Program. PMI Legal will be consulted on how to proceed and the appropriate steps to be taken.
4. RM notifies CDD, specifically the respective Chapter Partner (CP), of conflict, informing them that a resolution was not agreed upon. Region Mentor will forward all documentation to the CP for review.
5. Conflicting parties, including Region Mentor, will meet with CP to discuss conflict and if the Dispute is eligible for the Program.

#### **Mediation**

***\* Both parties involved in the dispute must establish appropriate documentation to submit prior to each step. This includes a communication log, timeline of events and what steps have been taken to avoid mediation. Parties will be unable to move to next step in the Program without sufficient documentation.***

6. If these efforts are also unsuccessful and the Dispute is eligible for the Program, the next step is to have the parties go through a formal mediation process.
  - a. Either party must submit the Request for Mediation.
  - b. The CDD will select a mediator from among the PMI Volunteers trained in mediation and schedule the mediation at a time that is agreeable to all parties.
    - i. If the Dispute is resolved, a written agreement (Settlement Agreement) identifying the resolution will be prepared and signed by the conflicting parties.

- ii. If the Dispute is not resolved through mediation, and the mediator consults with the parties and believes that additional sessions would not be beneficial, then they may notify the CDD that the mediation has been unsuccessful.
7. If mediation does not resolve the Dispute, then the final step in the process, if any party desires to pursue further dispute resolution, is binding arbitration. An arbitrator chosen by the parties will render a final, binding decision regarding the Dispute.

### **Post-Mediation**

8. Once the dispute has been settled and the Settlement Agreement has been finalized and signed, the respective CP will compile all feedback from the parties involved and the mediator.
9. CP will draft a communication to be sent to the respective chapter's board of directors, providing a high-level description of the resolution (if possible based on confidentiality) and any recommended improvements that should be made to governing documents, processes, policies and/or procedure.
10. CP will arrange to participate in the next board meeting to reiterate the conclusion of the process and to answer any questions the board might have.

### **How does a person begin the conflict resolution process?**

The process begins when the parties request a meeting with the RM, notifying him/her that there is a dispute with another party or parties that it has been unable to resolve informally through discussions with the other party or parties. The RM and CDD will work with the disputants to try to resolve the Dispute. If this effort is unsuccessful, then any party may file a Request for Mediation Form with the CDD.

### **How much does the process cost?**

There is no cost to the parties for the CDD's conflict resolution or mediation services. If the parties cannot resolve their dispute in mediation and a party chooses to pursue further dispute resolution in arbitration, the parties will bear the costs of the arbitration.

### **What is mediation?**

Mediation is a voluntary, non-binding process in which a neutral third-party, called the mediator, assists the disputants in reaching a negotiated settlement. Unlike a judge or arbitrator, a mediator has no power to impose a solution on the parties. Rather, the mediator assists the parties in shaping a solution that meets their interests and objectives. The mediator's role varies depending on the nature of the dispute and the approach of the mediator. The mediator can

- Assist parties to communicate effectively;
- Encourage full expression of information and emotion;
- Clarify and narrow issues;
- Crystallize each side's underlying interests and concerns;
- Carry messages between the parties;
- Develop a cooperative, problem-solving approach;
- Help the parties generate options;
- Explore bases for agreement and the consequences of not reaching a resolution; and
- Memorialize the parties' agreement in a form that is useful to them.

### **How does mediation work?**

Assuming the parties were unable to resolve their dispute themselves or with the assistance of the RM and the CDD, the mediation process at PMI starts by filling out a Request for Mediation, which identifies the parties to the Dispute and explains the complainant's view of the Dispute. The CDD will then determine if the Dispute is eligible for mediation. The other party/parties will receive notice of the request from the CDD and then they will have a set

number of days to respond in writing and present its/their view of the Dispute. Each party will be given a mediation agreement to sign before the mediation session, including terms that are standard in mediation agreements. Then the CDD will select a mediator to facilitate resolution of the Dispute.

PMI and the mediator will determine whether the mediation should be conducted in person or through virtual means (teleconference, videoconference, etc.) Before convening the mediation session, the mediator may choose to meet with the parties, individually or jointly, by phone or in person. The purpose of this meeting(s) is to clarify the issues in dispute, understand any personality issues, find out who will be attending the mediation and address other similar issues.

At the mediation session, the mediator will begin with a joint session, explaining the ground rules that will govern the mediation, and then will ask each party to share its view of the Dispute. The mediator and the parties may ask questions of each other in the joint session. The mediator may then meet separately with each party in what is called a private caucus, to explore issues in a confidential setting, clarify objectives and encourage new perspectives. The mediator may reconvene the parties in a joint session or stay with the parties in private caucus, until either the matter is resolved or it is clear that it will not be resolved in that mediation session.

Over 70% of mediated disputes are resolved. Not only is the resolution rate high, but there is greater satisfaction with the process and the quality of the results is generally more fair and equitable than what can be obtained through litigation or arbitration. By learning the confidential concerns and positions of all parties, the mediator often can get to the root of the conflict and help the parties identify creative options for resolution; and by allowing the parties to express their feelings and have them understood and acknowledged, the parties are then able to move forward toward resolution.

#### **Who are the Mediators?**

The CDD carefully selects the mediator to ensure they are neutral and highly skilled. The mediator will come from the cadre of PMI Volunteers who have received specialized training in mediation and conflict resolution. The mediators are carefully screened by the CDD to ensure that there is no conflict of interest between the mediators and any of the parties. If, upon learning of the selection, a party feels that there is a potential conflict of interest with a selected mediator, it must promptly advise the CDD, which will decide whether a substitution is warranted.

#### **What can I expect when I go to mediation?**

You will be expressing your perceptions and feelings about what happened to bring you to mediation. During the mediation session you will be exploring your own interests and issues, and you will be listening to the issues and interests of the other party. Together, you will be seeking creative options that satisfy the interests of both sides, and figuring out a settlement that defines your future relationship or actions in a mutually acceptable way.

#### **How Long Does Mediation Take?**

The length of mediation is determined by a variety of factors including the complexity of the issues, the complexity of the relationships, the number of participants, the cooperation of the parties, and the readiness of the parties to explore a mutually satisfying resolution. The CDD will schedule the time period for the initial mediation session based on the circumstances of the case and discussions with the parties and mediator as to how much time they anticipate needing to mediate the Dispute. If after one full day of mediation the mediator or any party feels the mediation is not worth pursuing, it may end the mediation.

#### **Do I need to be represented at the mediation?**

No. Mediation is intended to be an informal, open process, which does not require that a party be represented at the mediation. If a party wants to have an attorney present, it may have an attorney participate, at its expense; however, the attorney must agree to sign a confidentiality agreement and must agree not to interfere with the mediator's conducting of the meeting. If the mediator feels that a representative is hindering the process, the

mediator may restrict the representative's involvement or dismiss them from the meeting. Parties may have their settlement agreements reviewed by an attorney prior to signing it if they so desire.

### **What are some of the benefits of mediation?**

Mediation is a popular and an accepted means of resolving disputes because of its many benefits, such as:

- \* More Economical Than Arbitration or Litigation
- \* Quicker Settlements
- \* Mutually Satisfactory Outcomes
- \* High Rate of Compliance
- \* Comprehensive and Customized Agreements
- \* Greater Degree of Control and Predictability of Outcome
- \* Personal Empowerment
- \* Preservation of an Ongoing Relationship or Termination of a Relationship in a More Amicable Way
- \* Greater flexibility in fashioning a resolution
- \* Workable and Implementable Decisions
- \* Confidentiality

### **Will mediation work every time?**

No. You and the other party may have interests that just cannot be reconciled. However, your chances for reaching a settlement increase with your ability to understand your own interests and your ability to understand the interests of the other side. Good settlements are made when each person helps to develop creative options that meet the needs and interests of all parties.

### **How confidential is mediation?**

All aspects of the mediation are confidential. Only the parties involved and the mediator will know what transpired during the mediation session(s). If the parties settle the Dispute, the CDD and PMI's Legal Department will review the settlement agreement. If the settlement agreement includes recommended changes to any board or chapter policies or procedures, the respective chapter's board will be notified of recommended changes and provided guidance by CP.

### **Why does the settlement have to get reviewed by PMI's Legal Department?**

There are many laws and regulations that govern what can and cannot be done. The Legal Department reviews each settlement to ensure that all of the actions to be taken as a result of the settlement are legal and comply with applicable regulations.

### **What happens if the dispute does not settle through mediation?**

Even if a dispute is not resolved in the mediation, sometimes mediation opens the door to settlement, as the parties continue the conversation started during the mediation and reach a resolution on their own later. Disputants can even decide to partake in another mediation at a later time, even after they have begun an arbitration proceeding. If a dispute is not resolved after conflict resolution and mediation, the final dispute resolution option for members is binding arbitration. They may not pursue litigation or a court action.

## APPENDIX A

### PMI Mediation Process

#### **Section 1. Mediation Services: The Mediation Process We Use at PMI**

At PMI we use an interest-based mediation model. The mediators are rigorously trained to maintain neutrality and to be impartial facilitators of settlement agreements. They will not judge the facts in a case or advocate for either side of the dispute. They will maintain the confidentiality of the session and help you develop options. The session will generally follow the format outlined below, but may be varied, depending on the circumstances:

##### **Opening statement by mediator:**

The mediator introduces themselves and outlines the format of the mediation. You will be asked to confirm that you are willing to negotiate in good faith and that you intend to conduct the session with common courtesy.

##### **Opening statement by participants:**

Each participant makes an opening statement. This opening statement will be an uninterrupted time to speak for each person. After each participant finishes, the mediator will reflect back the statement and ask clarifying questions. Your statement should include as clear a picture as possible about the circumstances that led up to the mediation, both the facts as you see them, and how you currently feel about the situation.

##### **Agenda Building:**

Together, all participants list the issues that need to be resolved in order to reach settlement. These issues can be of concern to one or both parties. As much as possible, the interests behind each of the issues should be listed as well.

##### **Negotiations:**

In this step you will be exploring interests and developing options that satisfy all or part of the interests of all the parties to the dispute. You will be thinking of ways to craft a workable, mutually satisfactory solution or relationship for the future.

##### **Caucus:**

From time to time during the negotiation phase of the mediation, the mediator or a participant may decide it would be beneficial for each party to meet with the mediator separately. Discussions held in caucus are doubly confidential, that is, the mediator will not share those discussions with the other side unless specifically asked to do so.

##### **Writing the Settlement Agreement:**

Once you have reached agreement on all or some of the issues being mediated, you and the other participants, with the assistance of the mediator, will draft a written settlement agreement. It's important to remember that this settlement must be satisfactory to both sides. The language of the points of agreement will be the participants', and you'll need to pay particular attention to making it specific, so your intentions will be clear to those reviewing it, and clear to each of you in the future.

##### **Getting preliminary concurrence from PMI's Legal Department:**

Once you have drafted the agreement, a copy is sent to the Legal Department for preliminary review and concurrence. Wording changes may be suggested to make the parties' meaning clearer, or more substantive changes may be required if a provision in the agreement violates law, regulation or policy. Parties may have their settlement agreements reviewed by an attorney, at their expense, prior to signing it if they so desire.



**Participants Sign Agreement:**

When the parties have agreed to the final agreement as approved by PMI's Legal Department, they and the mediator will sign the final agreement, which means the parties are satisfied with the agreement and are willing to abide by its provisions.

**Post Agreement Action:**

If you believe a provision of this final agreement is not being followed, or you wish to modify some part of the agreement, you should contact the CDD.

**Ending a Mediation:**

If, **after one day of mediation**, any party or the mediator feels that the dispute is not progressing toward resolution, then that person may end the mediation. The party shall notify the CDD, and may request that the dispute be arbitrated. The arbitration shall be conducted in accordance with the Commercial rules of American Arbitration Association ("AAA") for disputes between parties based in North America and the rules of the International Center for Dispute Resolution ("ICDR") for disputes involving at least one party based outside North America. The parties will receive a roster of arbitrators from the AAA or ICDR, as applicable, from which they may select an arbitrator, and after the parties' selection of the arbitrator, the AAA or ICDR will schedule a preliminary hearing to discuss the arbitration process.

**Assessing Whether the Mediation Process Worked for You:**

Whether or not you reach settlement in your mediation, we want to know how the process worked for you, and any suggestions you have for improving the system. Your mediator will give you or direct you to a survey form to complete at the end of the session. Please contact the CDD if you have any questions, comments or suggestions. That office can be reached at [chaptersupport@pmi.org](mailto:chaptersupport@pmi.org).

**Section 2. Mediation Services: Preparing for Mediation****Understanding what mediation is supposed to accomplish.**

The goal of mediation is to reach an agreement about the future that all parties to the conflict can live with. Mediation's fundamental principle is self-determination. The mediator assists the parties in reaching a resolution of the dispute but does not guarantee a resolution or take responsibility for the merits of any understandings reached at mediation. The resolution of the issues in dispute primarily rests upon the parties themselves. Understandings reached during the mediation by the parties are always voluntary.

Reaching a resolution involves exploring your interests, thinking about possible interests of the other participants, and then thinking about options that may satisfy everyone's interests. If you have any questions about how to identify your interests, or how to go about guessing what the interests of the other side are, you may want to discuss this with someone at CDD. We will make sure to share only the information you specifically authorize either before or during the mediation.

**Making sure that the right people are participating.**

Ask yourself, "Of all the possible outcomes to this mediation, do I have both the necessary authority and the necessary knowledge to make an informed settlement? If I don't have the necessary knowledge and/or authority, who should be available to answer questions or authorize settlement actions." The CDD and/or the mediator will be able to help you think through this decision.

**Representation.**

Because this is an informal proceeding, you will be speaking for yourself, and making decisions about how issues will be resolved to your satisfaction and the satisfaction of the other side. A representative is not necessary, but you may choose to bring one. If you decide to bring an attorney or other representative, you must notify the other party at least ten (10) business days before the mediation, and you are responsible for any fees and expenses of

the attorney/representative. The attorney or other representative must agree to sign a confidentiality agreement and must agree not to interfere with the mediator's conducting of the meeting. If the mediator feels that a party's representative is hindering the process, the mediator may restrict the representative's involvement or dismiss them from the meeting.

#### **Understanding each person's role.**

Each person at the table has a role to play in the mediation. The mediator acts as impartial facilitator of the process. Mediators do not serve as arbitrators, judges or advocates for anyone in the dispute. They are there to guide you and the other participants through a structured process, to help you develop an understanding of the underlying interests of all the participants, and to help everyone develop creative options for resolution of the issues.

As a participant in the mediation process, your role is to mediate in good faith, using the principles of common courtesy. Mediating in good faith means you are willing to listen to the other party's perception of the dispute, you will maintain an open mind and you will consider any options for resolution, you are willing to negotiate without holding to a fixed position, and you are willing to share all relevant information. Common courtesy includes listening to each other, no interrupting and avoiding inflammatory language such as name-calling.

#### **Preparing your opening statement as the mediation initiator.**

Because this is an informal process, you do not need to prepare a written statement, nor do you need to make extensive notes. Just think through the events, issues and your feelings that led you to come to mediation, and be prepared to present them as clearly as you can. It's often helpful for the mediators and participants to hear about things in chronological order.

#### **Preparing your opening statement when you are the respondent.**

The initiator of the mediation will often have a very different perception of events from yours. Your opening statement should be concerned with your perceptions and your feelings. Remember, this process is not designed to judge the facts of a case, but rather to resolve the issues between you in a mutually satisfactory way in order to build a good working relationship for the future.

#### **Length of the Mediation.**

Mediations usually take 4 to 8 hours. They usually begin at 9:00 a.m. or another mutually agreeable time. Extra mediation sessions can be scheduled during the mediation session, when all the participants are present. Whether or not you anticipate extra sessions, it would be helpful to bring your calendar, so you can mutually set any needed implementation dates for provisions in the final settlement agreement.

#### **The Agreement to Mediate.**

Before mediation begins, you will be briefed again on the process of mediation and will have a chance to ask any questions you may have. You will be asked to sign the Agreement to Mediate form, included in *Appendix D*.

### **Section 3. Mediation Services: Definitions**

**Alternative Dispute Resolution** - Decision making processes to resolve conflicts that do not involve litigation, or formal EEO complaints, formal grievances, or disciplinary actions.

**Common courtesy** - When you agree to mediate using common courtesy, you are agreeing not to interrupt another speaker, and to avoid using inflammatory language.

**Good faith** - All mediation participants are required to agree to mediate in "good faith." That is, they must agree to (1) listen to all sides of a dispute, (2) share all pertinent information, (3) keep an open mind and not maintain a fixed negotiating position, (4) explore their and the opposing sides' interests, and (5) help develop options that meet the interests of all parties.

**Initiator** - The person who requests mediation services to help resolve a dispute.

**Interest** - A concern, need, or desire behind an issue—why the issue is being raised.

**Interest-based negotiation** - A process that seeks to discover and satisfy the underlying interests of parties rather than to meet the stated positions or demands that they bring to negotiation. Also known as win-win negotiation.

**Issue** - A subject under discussion or negotiation; the “what” or problem which needs to be solved.

**Mediation** - A structured dispute resolution process in which a person or persons with no interest in the outcome of the conflict assist the disputants in reaching a negotiated settlement of their differences. The mediation process is voluntary and aims at a signed agreement defining future behavior of the disputants. The mediator helps parties communicate, negotiate, and reach agreements and settlements but is not empowered to render a decision.

**Mediator** - A mediator serves as a trained neutral third party and impartial facilitator of the structured process referred to as mediation. The mediator does not make decisions for the parties and does not impose a resolution to the dispute. The mediator does not serve as an arbitrator or judge of the facts of a case and does not advocate for any side in the dispute. The mediator helps the parties explore their interests and develop options towards a mutually satisfactory resolution of the issues.

**Option** - A potential, often partial, solution that can meet one or more interests.

**Respondent** - The person(s) with whom the initiator wishes to negotiate in order to resolve the issues in dispute.

**Settlement Agreement** - When all or part of the issues in dispute have been resolved to the mutual satisfaction of the parties the agreements reached are written down, reviewed by PMI’s Legal Department and signed by the parties

## Appendix B

### Guidelines for the Conduct of PMI Chapter Leaders and Volunteers

The PMI Code of Ethics and Professional Conduct (the “Ethics Code”) states:

*“As practitioners of project management, we are committed to doing what is right and honorable. We set high standards for ourselves and we aspire to meet these standards in all aspects of our lives—at work, at home, and in service to our profession.” (Ethics Code, Sec. 1.1)*

*These Guidelines describe the expectations that we have of ourselves in our roles as Chapter Leaders and Volunteers. “Chapter Leader” means a person who has been appointed or elected to lead or supervise an activity on behalf of the chapter, including, for example, directors, officers and committee leaders. “Volunteer” means a person who contributes to a chapter-sponsored activity.*

*These Guidelines are meant to enhance Chapter Leaders’ and Volunteers’ understanding of their obligations under the Ethics Code. These Guidelines are intended to give Chapter Leaders and Volunteers direction for complying with the Ethics Code. Chapter Leaders and Volunteers should also consult the Ethical Decision-Making Framework and other resources available through PMI. It is the purpose of these Guidelines to ensure that the best interests of the public, the project management community, PMI’s members, and each PMI chapter are served by all that we do. We believe that the credibility and reputation of PMI, and its communities, are shaped by the collective conduct of our Chapter Leaders and Volunteers. We also believe that these Guidelines will assist us in making wise decisions, particularly when faced with difficult situations where we may be asked to compromise our integrity or our values.*

#### **I. General**

Chapter Leaders and Volunteers must:

- A. Conduct themselves professionally and be loyal to the interests of PMI, the Chapter and all relevant stakeholders.
- B. Remain objective and consider the interests of PMI, the Chapter, their stakeholders and the profession.
- C. Be respectful, cordial and mindful of other cultures, ethnicities and social norms.
- D. Conduct all official meetings in a manner consistent with applicable law, Bylaws, and rules of parliamentary procedure (Robert’s Rules of Order – see Attachment A).
- E. Conduct the affairs of the Chapter in good faith, responsibly, respectfully, fairly, and honestly.
- F. Report unethical or illegal conduct to appropriate management and, if necessary, to those affected by the conduct and bring violations of the Ethics Code to the attention of the appropriate body for resolution.
- G. Conduct themselves in a professional manner, even when it is not reciprocated.
- H. Be truthful in their communications.
- I. Make commitments and promises, implied or explicit, in good faith.

- J. Adhere to PMI's policies and procedures, the Ethics Code and any Chapter policies and procedures.
- K. Be respectful of others' views and opinions and express any disagreement with others' views and opinions in a professional manner.

Chapter Leaders and Volunteers must **not**:

- A. Discriminate against others based on, but not limited to, gender, race, age, religion, disability, nationality, or sexual orientation.
- B. Act in an abusive or unprofessional manner toward others.

## II. Conflicts of Interest

Chapter Leaders and Volunteers should fulfill their responsibilities to PMI and should avoid conflicts of interest and the appearance of any conflicts of interest.

Chapter Leaders and Volunteers must:

- A. Proactively and fully disclose any real or potential conflicts of interest to the appropriate stakeholders.
- B. Demonstrate transparency in the decision-making process.

Chapter Leaders and Volunteers must **not**:

- A. Be involved in any discussion or selection of any prospective vendor or service provider, if the Chapter Leader or Volunteer owns or is affiliated with that respective entity.
- \* *From a governance perspective, the leader/volunteer should inform the President, Board Chair or their equivalent as soon as the leader/volunteer is aware of the conflict. The leader/volunteer should request to be removed from the applicable discussion and vote. A written record of details should be included in the meeting minutes in a transparent and comprehensive manner, taking into account considerations regarding confidentiality.*
- B. Commit themselves to multiple elected and/or appointed volunteer positions in PMI or any PMI community except in the event that applicable rules permit such service.
- \* *If a leader/volunteer wishes to commit to any additional volunteer role within PMI or a PMI chapter, it is recommended that they inform the Chapter Development Department to ensure that there is no conflict or perception of conflict.*
- C. Use their positions to obtain employment for themselves, family member(s), friend(s) or associate(s). This would include not using one's chapter position on personal business cards or otherwise using one's chapter position to promote one's individual business.
- \* *Should an individual desire such an employment offer, he or she should resign from the position of Chapter Leader or Volunteer.*
- \* *While it is acceptable to list one's role as a Chapter Leader or Volunteer on curriculum vitae, resumes, and as part of one's work history, such listing must be accurate and should in no way suggest endorsement by PMI or one of its chapters or affiliates.*

- D. Engage in any business or other activities that would directly or indirectly adversely affect PMI or its affiliated communities in a material way.
- E. Hire, fire, reward, punish, award or deny contracts based on personal considerations, including but not limited to, favoritism, nepotism, or bribery.

### III. Proper Exercise of Authority and Communications

Chapter Leaders and Volunteers must:

- A. Exercise proper authority and good judgment in their dealings with Chapter staff and the general public and will respond to the needs of the Chapter's members in a timely, responsible, respectful and professional manner.
- B. Use proper procedures for vetting applicable decisions and actions by the board, an applicable committee, and/or the membership.

Chapter Leaders and Volunteers must **not**:

- A. Attempt to exceed the authority of their elected or appointed position within the Chapter including, for example, making unilateral decisions or taking unilateral actions that should have first been approved by a board, committee, membership, or other body.
- B. Attempt to substitute one's own decision for that of the Chapter Board as a whole.
- C. Exercise the power of their expertise or position to influence the decisions or actions of others in order to benefit personally.
- D. Withhold communications received from the Global Operations Center or any other entity that are intended for the Chapter officers or Chapter members.

### IV. Privacy and Confidentiality

Chapter Leaders and Volunteers must:

- A. Keep confidential all applicable confidential information concerning PMI and its chapters. Chapter Leaders and Volunteers should become familiar with Chapter Leaders and Volunteers may solicit input from Chapter members on matters being considered and may informally share the actions taken and the issues considered in reaching its decisions.

\* *For purposes of this section, "Confidential Information" means all information, in oral, print or electronic form, and regardless of language, that relates to the work of PMI and/or its communities. Confidential Information, may include, but is not limited to, organizational processes; membership; finances; personnel matters; communications with a chapter's legal counsel or professional consultants; pending litigation; matters involving enforcement of the governing documents or policies of PMI or the chapter; and pending negotiations for all transactions. In any instance when a Chapter Leader and Volunteer might be uncertain about the confidentiality requirements, and in order to minimize the possibility of inadvertent disclosure, they should consult with the Chapter President or his/her equivalent before making any disclosure to any third party that might arguably release Confidential Information.*

Chapter Leaders and Volunteers must **not**:

- A. Disclose any matters addressed in executive session to any person not entitled to participate.
- B. Disclose to anyone outside of PMI any confidential or proprietary information obtained as a result of Board service.
- C. In disclosing anything about a Board's deliberations, discuss or disclose the votes of the Board or of individual Board members (including his/her own) unless the Board has made these votes public.
- D. Disclose Board actions or deliberations if the Board has determined to defer announcement of that action or to control the dissemination of that information.
- E. Disclose any written communications from legal counsel that have been denoted as a confidential document.

**V. Financial Management**

Chapter Leaders and Volunteers should administer and adhere to appropriate checks and balances as may be required by law, by PMI, or by generally accepted accounting and other standards, to include multiple levels of approval for all transactions, when handling chapter funds.

Chapter Leaders and Volunteers must:

- A. Demonstrate transparency in their decision-making process and in the handling of all chapter funds and property.
- B. Provide equal access to information to those who are authorized to have that information.

Chapter Leaders and Volunteers must **not**:

- A. Engage in or condone behavior that is designed to deceive others, including but not limited to, making misleading or false statements, stating half-truths, providing information out of context or withholding information that, if known, would render such statements as misleading or incomplete.
- B. Engage in dishonest behavior with the intention of personal gain or at the expense of another.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment A to Appendix B**  
**Roberts Rules of Order Summary**

(Derived from Robert's Rules of Order Newly Revised, 11<sup>th</sup> edition)

**For Fair and Orderly Meetings & Conventions**

Provides common rules and procedures for deliberation and debate in order to place the whole membership on the same footing and speaking the same language. The conduct of ALL business is controlled by the general will of the whole membership - the right of the deliberate majority to decide. Complementary is the right of at least a strong minority to require the majority to be deliberate - to act according to its considered judgment AFTER a full and fair "working through" of the issues involved. Robert's Rules provides for constructive and democratic meetings, to help, not hinder, the business of the assembly. Under no circumstances should "undue strictness" be allowed to intimidate members or limit full participation.

The fundamental right of deliberative assemblies require all questions to be thoroughly discussed before taking action! The assembly rules - they have the final say on everything! Silence means consent!

**Guidelines**

- Obtain the floor (the right to speak) by being the first to stand when the person speaking has finished; state "Mr./Madam Chairman".
  - Raising your hand means nothing, and standing while another has the floor is out of order! Must be recognized by the Chair before speaking!
- Debate cannot begin until the Chair has stated the motion or resolution and asked "are you ready for the question?" If no one rises, the chair calls for the vote!
- Before the motion is stated by the Chair (the question) members may suggest modification of the motion; the mover can modify as he pleases, or even withdraw the motion without consent of the seconder; if mover modifies, the seconder can withdraw the second.
- The "immediately pending question" is the last question stated by the Chair!
- The member moving the "immediately pending question" is entitled to preference to the floor!
- No member can speak twice to the same issue until everyone else wishing to speak has spoken to it once!
- All remarks must be directed to the Chair.
  - Remarks must be courteous in language and deportment.
  - Avoid all personalities, never allude to others by name or to motives!
- The agenda and all committee reports are merely recommendations!
  - When presented to the assembly and the question is stated, debate begins and changes occur!

**The Rules**

- **Point of Privilege:** Pertains to noise, personal comfort, etc. - may interrupt only if necessary!
- **Parliamentary Inquiry:** Inquire as to the correct motion - to accomplish a desired result, or raise a point of order
- **Point of Information:** Generally applies to information desired from the speaker: "I should like to ask the (speaker) a question."



- **Orders of the Day (Agenda):** A call to adhere to the agenda (a deviation from the agenda requires Suspending the Rules)
- **Point of Order:** Infraction of the rules, or improper decorum in speaking. Must be raised immediately after the error is made
- **Main Motion:** Brings new business (the next item on the agenda) before the assembly
- **Divide the Question:** Divides a motion into two or more separate motions (must be able to stand on their own)
- **Consider by Paragraph:** Adoption of paper is held until all paragraphs are debated and amended and entire paper is satisfactory; after all paragraphs are considered, the entire paper is then open to amendment, and paragraphs may be further amended. Any Preamble cannot be considered until debate on the body of the paper has ceased.
- **Amend:** Inserting or striking out words or paragraphs, or substituting whole paragraphs or resolutions
- **Withdraw/Modify Motion:** Applies only after question is stated; mover can accept an amendment without obtaining the floor
- **Commit /Refer/Recommit to Committee:** State the committee to receive the question or resolution; if no committee exists include size of committee desired and method of selecting the members (election or appointment).
- **Extend Debate:** Applies only to the immediately pending question; extends until a certain time or for a certain period of time
- **Limit Debate:** Closing debate at a certain time, or limiting to a certain period of time
- **Postpone to a Certain Time:** State the time the motion or agenda item will be resumed
- **Object to Consideration:** Objection must be stated before discussion or another motion is stated
- **Lay on the Table:** Temporarily suspends further consideration/action on pending question; may be made after motion to close debate has carried or is pending
- **Take from the Table:** Resumes consideration of item previously "laid on the table" - state the motion to take from the table
- **Reconsider:** Can be made only by one on the prevailing side who has changed position or view
- **Postpone Indefinitely:** Kills the question/resolution for this session - exception: the motion to reconsider can be made this session
- **Previous Question:** Closes debate if successful - may be moved to "Close Debate" if preferred
- **Informal Consideration:** Move that the assembly go into "**Committee of the Whole**" - informal debate as if in committee; this committee may limit number or length of speeches or close debate by other means by a 2/3 vote. All votes, however, are formal.
- **Appeal Decision of the Chair:** Appeal for the assembly to decide - must be made before other business is resumed; NOT debatable if relates to decorum, violation of rules or order of business
- **Suspend the Rules:** Allows a violation of the assembly's own rules (except Constitution); the object of the suspension must be specified

## Roberts Rules of Order Motions Chart

**Part 1, Main Motions.** These motions are listed in order of precedence. A motion can be introduced if it is higher on the chart than the pending motion.

\* § indicates the section from Robert's Rules

§	PURPOSE:	YOU SAY:	INTERRUPT?	2ND?	DEBATE?	AMEND?	VOTE?
§21	Close meeting	I move to adjourn	No	Yes	No	No	Majority
§20	Take break	I move to recess for ...	No	Yes	No	Yes	Majority
§19	Register complaint	I rise to a question of privilege	Yes	No	No	No	None
§18	Make follow agenda	I call for the orders of the day	Yes	No	No	No	None
§17	Lay aside temporarily	I move to lay the question on the table	No	Yes	No	No	Majority
§16	Close debate	I move the previous question	No	Yes	No	No	2/3
§15	Limit or extend debate	I move that debate be limited to ...	No	Yes	No	Yes	2/3
§14	Postpone to a certain time	I move to postpone the motion to ...	No	Yes	Yes	Yes	Majority
§13	Refer to committee	I move to refer the motion to ...	No	Yes	Yes	Yes	Majority
§12	Modify wording of motion	I move to amend the motion by ...	No	Yes	Yes	Yes	Majority
§11	Kill main motion	I move that the motion be postponed indefinitely	No	Yes	Yes	No	Majority
§10	Bring business before assembly (a main motion)	I move that [or "to"] ...	No	Yes	Yes	Yes	Majority

Appendix C

**PMI CONFLICT RESOLUTION PROGRAM  
REQUEST FOR MEDIATION**

Please complete the following form if you are interested in having your case mediated using Project Management Institute's Mediation Services. Also, please consult the Project Management Institute's Conflict Resolution Program Guidelines for information on mediation and PMI's Mediation Services.

**My contact information:**

Name:

Mailing Address:

Phone number:

Fax number:

E-mail:

Chapter name and location:

PMI Member ID:

**My dispute is with:**

Name:

Position/Title:

Mailing Address (if known):

Phone number (if known):

Fax number (if known):

E-mail (if known):

Chapter name and location:

PMI Member ID:

---

*Please provide detailed answers to the following questions. Provide all of the facts you know in response to each question.*

1. What is your relationship with the party(ies) with whom you have the dispute (Disputant)?

2. Mediation is the third step in PMI's Conflict Resolution Program. Have you tried to resolve the dispute directly with the Disputant(s) (the first step) and informally with the assistance of PMI's Community Development Department (the second step)? If not, why not?
  
3. If you talked with the Disputant(s), please describe whether you resolved any of the issues. If so, what issues are they?
  
4. Why did you decide to request mediation?
  
5. Describe in detail: (1) the issues in dispute (2) what are your views on those issues; and (3) what do you believe are the Disputant's views on those issues? Include specific examples and dates, and include any documentation (as attachments) needed to substantiate your view of the dispute.
  
  
  
  
  
  
  
  
  
  
6. Are there any other persons involved in the dispute you believe should be contacted? If so, why?
  
  
  
  
  
  
  
  
  
  
7. What relief or result are you seeking?

8. What are possible options or solutions for resolving the dispute that are agreeable to you and might be agreeable to the Disputant?
  
9. Are there any documents involved in the issues in dispute? If so, do you have copies of those documents?
  
10. Are you currently pursuing any other form of dispute resolution (e.g., litigation, arbitration)?
  
11. What are convenient days and times for a mediation session?
  
12. How did you learn about PMI's Conflict Resolution and Mediation Program (self, another Chapter member)?

The submission of this dispute for mediation will be kept confidential to the extent that disclosure is not required to effect resolution. In submitting or responding to this submission, you agree to comply with PMI's Mediation Process (including the confidentiality obligations).

***I have read, understood and agree to the terms of PMI's Mediation Process (including the confidentiality obligations) and attest that the information that I have documented herein is accurate and truthful to the best of my knowledge.***

Member signature: \_\_\_\_\_

Date: \_\_\_\_\_

This form should be returned to [chaptersupport@pmi.org](mailto:chaptersupport@pmi.org).

**Appendix D**

**PMI CONFLICT RESOLUTION PROGRAM  
AGREEMENT TO MEDIATE**

The Parties to this Mediation Agreement are \_\_\_\_\_ and \_\_\_\_\_. The Parties desire to use a mediator to assist them in resolving a dispute relating to \_\_\_\_\_. The parties are willing to enter into this agreement to mediate pursuant to Project Management Institute's (PMI) Mediation Process, and each agrees as follows:

In consideration of receiving dispute resolution services from the PMI's Conflict Resolution Program, I agree to enter into this mediation in good faith. I will sincerely attempt to resolve this dispute, agree to cooperate with the mediator assigned to this case, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem.

I confirm that I read PMI's Conflict Resolution Program, and PMI's Mediation Process in particular, and agree to mediate pursuant to both.

I understand that the mediator assigned to this case will not be serving as an advocate, attorney, or judge. The mediator's sole function is to act as a neutral facilitator. Any agreements or decisions resulting from this mediation session are entered into voluntarily and by mutual acceptance of the parties.

I agree that mediation sessions are confidential settlement negotiations and that all offers, promises, conduct and statements, whether written or oral, made in the course of proceedings are inadmissible in any litigation or arbitration of this dispute, to the extent allowed by law. However, matters that are admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session.

PMI, its employees, agents, representatives, including but not limited to Chapter Volunteers acting as mediators, shall not be liable for any act or omission in connection with the mediation, other than as a result of his/her/its own willful misconduct. The exclusive remedy available to a party for any such act of misconduct is to withdraw from the mediation process.

I also agree to not subpoena or require the mediator to testify or produce records, notes or work product in any future proceedings and that no recordings or stenographic records will be made of the mediation session.

I have read, understand and agree to each of the provisions of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

Appendix E

# PMI Conflict Resolution Program Checklist

## Pre-Mediation

	<b>1. Parties have attempted to resolve issue between themselves informally</b>
	Communication Log Completed
	Timeline of Events Completed
	What Steps Have Been Taken to Avoid/Resolve Conflict
	<b>2. Parties have utilized senior chapter volunteer as objective party</b>
	Communication Log Completed
	Timeline of Events Completed
	What Steps Have Been Taken to Avoid/Resolve Conflict
	<b>3. Parties have met with Region Mentor in an attempt to resolve conflict.</b>
	Discussed steps already taken
	Dispute eligible for Conflict Resolution Program
	Parties have read and signed "Guidelines for PMI Chapter Leaders and Volunteers"
	Communication Log Completed & Reviewed
	Timeline of Events Completed & Reviewed
	<b>4. Parties have met with Chapter Partner</b>
	Discussed steps already taken
	Communication Log Completed & Reviewed
	Timeline of Events Completed & Reviewed
	Dispute eligible for Conflict Resolution Program
	Parties have read and signed "Guidelines for PMI Chapter Leaders and Volunteers"
	Reviewed PMI Conflict Resolution Program with parties

## Mediation

	<b>1. Request for Mediation submitted</b>
	<b>2. Mediator selected</b>
	<b>3. Mediator briefed and updated by CP</b>
	<b>4. Notice of Mediation sent to all parties</b>
	<b>5. Preliminary meeting/call completed</b>
	<b>6. Mediation scheduled</b>
	Dates & Times:
	<b>7. Settlement Agreement Completed</b>

## Post-Mediation

	<b>1. Feedback compiled from:</b>
	Participants
	Senior Chapter Volunteer & Region Mentor
	Mediator
	<b>2. Communication sent to participants and chapter's board of directors</b>
	<b>3. CP scheduled participation in chapter board meeting</b>
	<b>4. Final communication to Region Mentor, CD Manager</b>