

# RULES

of the

BRITISH ORTHOPTIC SOCIETY

Trade Union

Adopted 15 March 1997

and amended [ ]

[ Address ]

## Name and Situation

1. The name of the Society (hereinafter called "the Union") is the *British Orthoptic Society Trade Union*.
2. The head office of the Union will be situated in England.

## Definitions and Interpretations

3. In these Rules the following words and expressions shall have the following meanings:

**the Act** the Trade Union and Labour Relations (Consolidation) Act 1992 as amended by the Trade Union Reform and Employment Rights Act 1993;

**British Orthoptic Society Trade Union** the charitable company limited by guarantee known as British and Irish Orthoptic Society;

**the Bylaws** the Bylaws, regulations and standing orders of the Trade Union Society for the time being in force;

<b>the Certification Officer</b>	the official known as the Certification Officer appointed by the Secretary of State pursuant to the Act;
<b>Charity</b>	British and Irish Orthoptic Society;
<b>the Trade Union Committee</b>	the Trade Union Committee of Management for the time being of the Union;
<b>Members</b>	the persons admitted as Members of the Union in accordance with Rules 6 and 7;
<b>the Rules</b>	the Rules of the Union for the time being in force;
<b>the Union</b>	the British Orthoptic Society Trade Union;
<b>the Union's Office</b>	the head office of the Union;
<b>in writing</b>	written, printed or lithographed, or partly one and partly another, or in any other mode of reproducing words in a visible form;
<b>a year</b>	unless otherwise stated, the period between the end of one Annual General Meeting of the Union and the end of the next.

Words denoting the singular number shall include the plural and vice versa.

Words importing the feminine gender shall include the masculine and vice versa.

A specified number of days in relation to a length of time with which a notice must be served before an event means that length of time excluding the day on which the notice is served or deemed to be served and the day of the event.

Reference to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Subject as above, any words or expressions defined in the Act shall, if not inconsistent with the context, bear the same meanings in the Rules.

## **Objects**

4. The objects for which the Union is established are:-

- a) to act in the best interests of Members by representing them at local and national level in their relations with employers and otherwise;
- b) to train and promote the training of representatives of Members;
- c) to promote knowledge and understanding of issues affecting Members by all means, including through affiliation and cooperation with other trade unions and other relevant organisations, and to diffuse such knowledge and understanding among Members;
- d) to conduct and publish the useful results of research into issues affecting Members;

- e) to promote health, safety and welfare at work by all means for the benefit of Members;
- f) to do all such other lawful things as may further the best interests of Members in their employment.

### **Application of Income and Property**

5. The income and property of the Union shall be applied solely towards the promotion of its objects as set forth in Rule 4 above and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to Members of the Union and no member of its Trade Union Committee shall be appointed to any office of the Union paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Union, provided that nothing herein shall prevent any payment in good faith by the Union:
- a) of payment to the employers of the Chair and/or Vice-Chair(s) for the cost of a locum for one or two days a week whilst they are performing functions and duties for the Union;
  - b) of reasonable and proper remuneration to any Member, officer or employee of the Union (not being a member of the Trade Union Committee) for any service rendered to the Union;
  - c) of interest at a reasonable and proper rate per annum not exceeding 2 per cent less than the base lending rate of a London clearing bank to be selected by the Trade Union Committee from time to time on money lent, or of reasonable and proper rent for premises demised or let, by any Member of the Union or of the Trade Union Committee;
  - d) to any member of the Trade Union Committee of reasonable and proper out-of-pocket expenses;
  - e) to a company of which a member of the Trade Union Committee may be a member holding not more than one hundredth part of the capital of such company;
  - f) of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the members of the Trade Union Committee (or any of them) in relation to the Union provided that such insurance shall not extend to indemnification against liability for wilful or criminal wrongdoing or default;

- g) in other cases where the Trade Union Committee considers that it is in the interests of the Union to enter into a written contract with a member of the Trade Union Committee for any firm or company of which a member of the Trade Union Committee or a Connected Person (as defined by the Charities Act 2011) to supply services in return for payment or other material benefit but only if:
  - a. the services are actually required by the Union;
  - b. the nature and level of the remuneration is no more than is reasonable in relation to the value of the services;
  - c. no more than one-third of the Trade Union Committee are subject to such a contract in any financial year;
  - d. the Trade Union Committee member has declared the nature and extent of his or her interest on or before discussion begins on the matter;
  - e. the Trade Union Committee member withdraws from the meeting for that item after providing any information required by the Trade Union Committee;
  - f. the Trade Union Committee member is not counted in the quorum for this part of the meeting; and
  - g. the Trade Union Committee member is absent during the vote and has no vote on the matter.

## **Membership**

- 6. Such eligible persons as the Trade Union Committee shall admit to membership in accordance with the provisions of the Rules shall be Members of the Union. The Union shall by Bylaws prescribe the procedure for application for an admission to membership.
- 7. No person shall be eligible for admission as a Member of the Union until they have been a member of the Charity for at least 3 months.
- 8. Members shall be entitled to Union support regarding incidents occurring at a time when they are a Member. Should membership have ceased by the time the incident is raised, Union support will be subject to the Member being able to prove:
  - a) It has been no more than 5 years since s/he was a member; and
  - b) That s/he was a member at the time of the incident.

9. Should a Member choose to cease membership during a period of, inter alia, maternity or sick leave, the Member will lose rights to support from the Union during the period for which membership fees are not paid, save for if clause 8 applies.
10. The burden is on the Member to prove on what date their membership commenced.

### **Subscriptions**

11. The annual subscriptions payable by Members shall be collected as part of the annual subscription payable to the Charity prescribed from time to time by the Trustees of the Charity, provided that no amendment to subscription rates shall come into force until it has been approved by the Charity in general meeting. The Trustees of the Charity may prescribe variable or concessionary rates and may at their discretion remit or waive the whole or any part of the subscription for special reasons in any particular case.
12. Any Member whose annual subscription (payable as above) has not been paid by its due date shall automatically be removed from the record of Members, provided that the Trade Union Committee may at its discretion restore to the record any person who shall pay his or her arrears of subscription due down to the date on which s/he was removed from the record, together with any further subscription due at the time of restoration to the record of Members.

### **Termination of Membership**

13. A Member may terminate membership of the Union by giving to the Trade Union Committee one months' notice in writing and paying to the Charity all arrears of subscription (if any) due from him or her, provided that no purported resignation shall be effective if at the time of such purported resignation the Member's name could have been removed from the record of Members under Rule 12.
14. In addition to the automatic termination of membership by virtue of Rule 12, a Member's name shall automatically be removed from the record of Members if it is removed from the record of members of the Charity.
15. Subject to these Bylaws, if a Member's name is restored to the record of members of British and Irish Orthoptic Society, it shall automatically be restored to the record of Members.
16. Subject to the foregoing, provisions governing termination of membership or suspension of membership may be prescribed by Bylaws.
17. The Union shall secure, as far as is practicable, that the record of Members is at all times accurate and up-to-date and allow any Member to ascertain whether there is an entry on

the record relating to him or her and, if requested, supply a copy of the entry to the Member in accordance with the provisions of the Act.

### **General Meetings**

18. The Rules for holding general meetings and proceedings at general meetings shall be the same as for the Charity.

### **Network**

19. The Members shall be formed into separate local networks. The Bylaws shall from time to time prescribe the number of networks and define their geographical boundaries.

### **Trade Union Committee of Management**

20. Save for the Employment Relations Representative/Chair of the Employment Relations Committee of the Union the members of the Trade Union Committee shall be the same persons as their counterparts in the Charity and shall hold such offices and membership and for such term of office as they hold them in the said Charity.

### **Employment Relations Representative/Chair of the Employment Relations Committee of the Union**

21. The Employment Relations Representative of the Union/Chair of the Employment Relations Committee of the Union shall be elected for a period of three years. S/he shall then be eligible for a further period of three years, after which s/he shall not be eligible for re-election to the same office for one year.
22. The Employment Relations Representative/Chair of the Employment Relations Committee of the Union shall be elected by the members at the Annual General Meeting.
23. If a casual vacancy occurs in the office, the Trade Union Committee shall proceed to the election of a successor until the next Annual General Meeting, when that person shall be eligible for re-election for the first of two possible periods of three years.

### **Disqualification of Members of the Trade Union Committee**

24. The office of a member of the Trade Union Committee shall be vacated if s/he ceases to be a Trustee of the Charity or in the case of the Employment Relations Representative/Chair of the Employment Relations Committee of the Union:
  - a) if s/he becomes bankrupt or makes any arrangement or composition with creditors generally; or

- b) is or may be suffering from mental disorder and either:
  - i. s/he is admitted to hospital in pursuance of an application for admission under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
  - ii. an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for her detention or the appointment of a receiver, curator bonis, or other person to exercise powers with respect to his or her property or affairs; or
- c) if s/he ceases to be a Member of the Union; or
- d) if s/he resigns his or her office by written notice to the Chair; or
- e) if s/he becomes disqualified by law from holding office; or
- f) if s/he is removed from office by a resolution of the Union; or
- g) if s/he is struck off the professional register of orthoptists maintained under the Health Professions Order 2001;
- h) is absent from two consecutive meetings of the Trade Union Committee and the Trade Union Committee resolves that his or her office be vacated;
- i) is removed by resolution passed by at least two-thirds of the Trade Union Committee such resolution being passed at a meeting of the Trade Union Committee duly convened and held after the meeting has invited the views of the Trade Union Committee member concerned and the Chair of the meeting has declared that the meeting has considered the matter in light of such views.

### **Powers and Proceedings of the Trade Union Committee**

- 25. The powers and proceedings of the Trade Union Committee shall be the same as those of the Trustees of the Charity.
- 26. A Trade Union Committee meeting may be held in person or by suitable electronic means as agreed by the Trade Union Committee by which participants may communicate with all the other participants.

### **Amendment to the Rules of the Union**

- 27. No addition or amendment shall be made to or in the provisions of the Rules for the time being in force unless there is a favourable vote at a general meeting of at least 75 per cent of those voting after the full text of the proposed addition or amendment has been notified in writing to the Members 14 clear days before the meeting.

### **Bylaws of the Union**

28. The Trade Union Committee may from time to time make such Bylaws, regulations and standing orders for regulating the administration of the Union and its networks as it may think fit and add to, repeal or vary any such Bylaws, regulations and standing orders. All Bylaws, regulations and standing orders so made and for the time being in force shall be binding on Members and may regulate such matters as: the persons eligible for membership of the Union; the conditions on which and the manner in which persons shall be admitted to membership of the Union; the subscriptions or other payments to be payable by Members and the manner in which such payments are to be made; the rights and privileges of Members; the manner in which membership of the Union may be suspended or terminated, the networks, their geographical boundaries and any regulations affecting them; the calling of and procedure at general meetings, ballots, elections, Trade Union Committee and committee meetings; the administration of the Union; the service of notices; and all such other matters as the Trade Union Committee may think fit to give effect to the provisions of the Rules, provided that no Bylaw, regulation or standing order shall contravene any of the provisions of the Rules or the Act.

### **Accounts**

29. The Trade Union Committee shall comply with the requirements of the Act as to keeping financial records and satisfactory systems of control, the audit of accounts, the preparation and transmission to the Certification Officer of annual returns including annual statements of account, and the provision of statements to Members.
30. The accounting records of the Union shall be kept for the period required by the Act at the Union's Office, or, subject to compliance with the Act, at such other place or places as the Trade Union Committee shall think fit, and shall be open to inspection by members of the Trade Union Committee at any time and by Members of the Union as provided by the Act.

### **Auditors**

31. The Union shall at each Annual General Meeting appoint an auditor or auditors to hold office from the conclusion of the meeting until the conclusion of the next Annual General Meeting, provided that they are eligible for appointment pursuant to the Act.
32. An auditor may be removed at any general meeting of the Union, notwithstanding anything in any agreement between the Union and the auditor. Any vacancy may be filled by the Union in general meeting or by the Trade Union Committee.



33. An auditor who has been duly appointed shall be re-appointed at the next Annual General Meeting of the Union unless:
- a) a resolution has been passed at a general meeting appointing someone instead of him or her or providing expressly that s/he shall not be re-appointed; or
  - b) s/he has given notice to the Union in writing of his or her unwillingness to be re-appointed; or
  - c) s/he is ineligible for re-appointment; or
  - d) s/he has ceased to act as auditor by reason of incapacity.
34. An auditor is entitled to attend any general meeting of the Union and to receive all notices of and other communications relating to any general meeting which a Member is entitled to receive and to be heard at any general meeting which s/he attends on any part of the business of the meeting which concerns him or her as auditor.
35. The remuneration of the auditor or auditors shall be fixed by the Trade Union Committee unless the Union in general meeting decides otherwise.
36. The Union's auditor or auditors shall have such other rights and duties, including the making of an annual report, as are provided by the Act.

### **Indemnity**

37. Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Trade Union Committee may otherwise be entitled, every member of the Trade Union Committee shall be indemnified out of the assets of the Union against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which s/he is acquitted or in connection with any application in which relief is granted to her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Union.

### **Notices**

38. All references herein to the address of a Member or member of the Trade Union Committee shall be to the last address supplied by him or her to the Union.
39. Any notice referred to in the Rules as being required to be given to any Member or member of the Trade Union Committee shall be properly served by delivering it by hand either to the addressee personally or to his or her address or by sending it by post, addressed to him or

her at his or her address or by electronic communication (as defined in the Electronic Communications Act 2000) to the electronic address, if any, last supplied by him or her to the Union. Alternatively such a notice shall be deemed to be properly served on a Member when it is published in or posted as an insert with a newsletter or similar publication of the Union, a copy of that issue being sent to the Member in accordance with the foregoing provisions of this Rule.

40. A notice, if served by post, shall be deemed to be served two days after it was posted.
41. The accidental omission to give a notice (including notice of a meeting) or to send papers (including ballot papers) to any Member eligible to receive them or the non-receipt of such documents shall not invalidate the election of any candidate or resolutions passed or business transacted at any meeting.

### **Employment Law and Advice**

42. Employment law and advice to Members shall not exceed any agreement entered into by the Union on behalf of Members to provide such support.

### **Complaints and Appeals**

43. The Union shall provide a complaints procedure for Members and an appeals process against complaints not being upheld.