



# UMAPs

United Medical Associate Professionals

---

## Trade Union Rule Book

---

## Contents

1.Name and Headquarters .....	3
2.Definitions .....	3
3.Aims .....	4
4.Membership Eligibility .....	6
5.Admission to Membership .....	7
6. Rights and Duties of Members .....	8
7.Termination of Membership .....	9
8.Organisation, Representation, and Structure .....	9
9.NEC - Constitution .....	11
10.NEC - Meetings .....	12
11.NEC - Function and Powers .....	15
12.Roles & Responsibilities .....	16
13.Networks, Regions and Localities .....	18
14.Annual General Meetings (AGM) .....	19
15.Finance .....	20
16.Trustees .....	22
17.Ballots .....	23
18.Industrial Action .....	24
19.Resolution of Disputes .....	24
20.Disciplinary Procedures .....	24
21.Availability and Interpretation of Rules .....	25
22.Transitional Period .....	26
23.Change of Rules .....	26
24.Dissolution of the Union .....	27
25.Compliance with Legislation .....	27

## 1. Name and Headquarters

1.1 The name of the trade union shall be "United Medical Associate Professionals (UMAPs) Trade Union" (hereinafter referred to as "the Union").

1.2 The headquarters of the Union shall be located at Windsor House Troon Way Business Centre, Humberstone Lane, Leicester, United Kingdom, LE4 9HA. The location of the headquarters may be changed by a resolution of the National Executive Committee (NEC).

## 2. Definitions

2.1 **Employer:** Any employer of MAPs including NHS bodies, healthcare organisations, institutions, or firms.

2.2 **Member:** A member of the Union including ordinary, associate, and honorary members, unless the context otherwise requires.

2.3 **Fully Paid-Up:** In relation to any member, an ordinary member who is not in arrears with any subscription or levy payable to the Union and any ordinary member whose subscription or levy has been waived either under rule 7.5 or because they are also an Honorary Member.

2.4 **MAP or Medical Associate Professional:** Any person employed or engaged as a medical associate (whether as a physician associate or an anaesthesia associate) or in a similar role in the healthcare sector which the NEC determine shall be eligible to be members.

2.5 **Register:** The register of members maintained by the General Secretary.

2.6 **Network:** A group of members as determined by the NEC, based on criteria such as employer, business division, geographical location, or other relevant factors.

2.7 **Standing Network:** The networks having primary standing at the NEC comprising, Primary Care Network, Secondary Care Network, Anaesthesia Associate Network and Educators Network as from time to time constituted and together with any other network granted representative status at the NEC as determined by the NEC in accordance with Rule 8.4.

2.8 **Representative:** An elected representative of any network or other group of members at any workplace or combination of workplaces within an employer as directed by the NEC.

2.9 **NEC or Executive Committee:** National Executive Committee, the governing body responsible for the strategic direction and governance of the Union.

2.10 **AGM:** The Annual General Meeting of members.

2.11 **The Rules:** The rules of the Union for the time being and from time to time in force.

2.12 **CMAPs:** MAC in its capacity as owner and manager of the College of Medical Associate Professionals and any successor entity or organisation.

2.13 **Congress:** The congress convened from time to time to discuss matters which concern both the Union and CMAPs and relations between them.

2.14 **Leadership:** The General Secretary, Deputy General Secretary and members of the NEC.

2.15 **MAC:** Medical Associate Congress Limited (a company limited by guarantee and registered in England and Wales with company number 15307717) or its successor organisation or organisations in relation to any services provided to the Union or members.

2.16 **TULRCA:** Trade Union and Labour Relations (Consolidation) Act 1992, any Regulations made under that Act, or any UK legislation that replaces the TULRCA and/or its Regulations.

2.17 **Data Protection Laws:** All applicable data protection and privacy legislation in force from time to time in the UK.

2.18 **Notice:** Any notice served under these rules shall be sent by email or delivered by post and deemed served if posted to the last known residence or workplace of the member the day after posting, or if personally delivered, at the time of delivery.

2.19 **Gender and Number:** Words importing the masculine gender include the feminine, and words importing the singular include the plural, where the context admits.

2.20 **Statutory References:** References to any statute include references to any statutory modification or re-enactment for the time being in force.

## 3. Aims

The objects of the Union are:

3.1 **Regulation of Relations:** To regulate the relations, both collectively and individually, between MAPs and employers and to be recognised by employers for this purpose.

3.2 **Protection and Representation:** To protect, promote, and represent the interests of members, including representing members in disciplinary, capability, redundancy, or other proceedings or processes, whether informal or formal, relating to disputes or issues with their employer.

**3.3 Improve Remuneration:** To assist and enable its members to improve the remuneration for their labour and establish and maintain better conditions of employment,

**3.4 Financial Assistance:** To provide financial or other assistance at the discretion of and on such terms as may be determined by the Executive Committee to a member (or where appropriate the member's dependents) in respect of any matters arising out of:

3.4.1 the sickness of the member,

3.4.2 an injury to the member sustained during the course of the member's employment,

3.4.3 the death of the member,

3.4.4 any matter appertaining to the employment of the member,

**3.5 Legislation:** To seek the introduction of legislation to advance the interests of the Union and its members and to oppose the introduction of legislation contrary to those interests,

**3.6 Property:** To purchase, or by any other means acquire or take options over, any property whatever, and any rights and privileges of any kind over and in respect of any property,

**3.7 Dealing:** To sell, improve, manage, prepare, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Union,

**3.8 Investing:** To invest and deal with the money of the Union not immediately required, in such manner as may from time to time be determined, and to hold or otherwise deal with any investments made,

**3.9 Borrowing:** To borrow and raise money and to secure the repayment of any money borrowed, raised or owing in such manner as may be determined by the Executive Committee,

**3.10 Equality and Non-Discrimination:** To promote equality and actively oppose all forms of harassment, prejudice, and unfair discrimination on any grounds.

**3.11 Communication and Negotiation:** To provide a means of communication, consultation, and negotiation on employment matters between members and their employers and on education, professional standards, member services, and Union administration between the Union and CMAPs.

**3.12 Dispute Resolution:** To negotiate settle differences and disputes and promote the settlement of disputes arising between its members and employers and employers' associations, and between its members, by collective bargaining or other lawful means.

**3.13 Membership Growth:** To bring eligible colleagues into the Union and aid or federate with other employee organisations with similar objectives.

**3.14 Cooperation with Employers:** To foster mutual co-operation between members and their employers.

**3.15 Indemnity:** To indemnify officials and officers of the Union against losses or demands from authorised acts performed in the course of their duties, to the extent that such indemnity is not prohibited by law.

**3.16 Legal Assistance:** To provide legal advice and/or assistance to its members at the discretion and on such terms as may be determined by the Executive Committee in matters concerning the employment of members or for securing compensation for members (or in the case of the death of a member, their dependents) who suffer injury in the course of their employment or travelling to or from work,

**3.17 General Benefits:** To provide general benefits to members and their families at the discretion of the NEC and in accordance with the Rules.

**3.18 Ancillary Activities:** To do all lawful things incidental or conducive to attaining the above aims as considered in members' interests by the NEC.

## 4. Membership Eligibility

**4.1 Ordinary Membership:** A person shall only be eligible for ordinary membership of the Union if they are a Medical Associate Professional who is not registered with and actively working or studying to work in another medical profession.

**4.2 Associate Membership:** A person who is a Medical Associate Professional who is not eligible to become an ordinary member shall be eligible for associate membership of the Union. Associate Members will not hold voting rights or be eligible to stand as a candidate in elections for General Secretary, Deputy General Secretary and NEC members. They may be invited to take part in indicative ballots at the NEC's direction. To be considered for Associate Membership, the applicant must have satisfactory references from at least 2 Ordinary Members as part of their application.

**4.3 Honorary Membership:** A person may be appointed as an honorary member by the NEC from time to time on such terms and conditions as it may determine. Honorary Members will not hold voting rights or be eligible to stand as a candidate in elections for General Secretary, Deputy General Secretary and NEC members. Honorary Members may be invited to take part in indicative ballots at the NEC's direction.

**4.4 Ineligibility:** No person shall be eligible for membership if:

4.4.1 they have previously been expelled from the Union or CMAPs for misconduct,

4.4.2 they have been struck off the Register in circumstances where they are not contesting the decision to strike them off with the assistance of the Union;

4.4.3 their activities within a political party are considered by the NEC incompatible with the objects or policies of the Union.

## 5. Admission to Membership

**5.1 Application Process:** Applicants for ordinary membership shall complete an application form through the Union's online application form.

**5.2 Rejection Grounds:** Applications may be rejected for any reason that is permitted under TULRCA. These can include ineligibility or on the grounds of conduct that permits expulsion. No person shall be excluded or expelled from membership of the Union unless the exclusion or expulsion is permitted by TULRCA.

**5.3 Appeal Process:** Applicants dissatisfied with a rejection may appeal in writing to the General Secretary within 21 days of notification. Appeals will follow the Appeals Process set out in the Union's Code of Conduct, Complaints, and Disciplinary Procedure Policy.

**5.4 Associate Membership Applications:** Applications for Associate Membership shall be considered in accordance with the Honorary and Associate Members Policy.

**5.5 Membership Commencement:** Membership begins from the day it is purchased. A moratorium on representation will be in effect for any issues requiring help within the first 6 weeks of membership. This may also be waived by the NEC in extenuating circumstances. The member should declare any such incident that may give rise to a claim at the point of their application for membership.

## 6. Rights and Duties of Members

**6.1 Conduct:** All members shall abide by the Rules and the “UMAPs Code of Conduct, Complaints, and Disciplinary Procedure Policy”, which will be held and updated separately from the Rules by the NEC or at the AGM. A copy of the " UMAPs Code of Conduct, Complaints, and Disciplinary Procedure Policy” shall be made available to any member on request and published on the Union's website.

**6.2 Voting and Office Eligibility:** Only ordinary members who are fully paid up may stand for election, hold office, and vote in Union ballots and elections. They must also have been a member at the time the election is called.

**6.3 Harassment and Discrimination:** No member shall harass, abuse, or unlawfully discriminate against another member, representative, third party, or Union staff.

**6.4 Complaints:** Complaints about Union staff and Officers should be initially raised as per the “UMAPs Code of Conduct, Complaints, and Disciplinary Procedure Policy”.

**6.5 Subscription Payments:** Members must pay monthly subscription payments at the rates for each category of membership determined by the NEC from time to time and any levies set by the NEC. Members shall pay their monthly subscription to MAC or as otherwise directed by the NEC from time to time. The NEC may permit deductions to be made on account of the cost of employment law indemnity and such other sums as are agreed by the NEC before subscription and any other membership payments are paid to the Union.

**6.6 Additional Paid for Services:** The Union may from time to time offer members additional services at supplemental rate or for additional payments, such as professional medical indemnity. Any such services and the charges applicable to them will be clearly stated to members at the appropriate time.

**6.7: Discounts:** The Union may offer discounts on monthly subscriptions from time to time which may include joint membership of the Union and MAC.

**6.8 Recruitment Efforts:** Members shall endeavour to recruit new members.



---

## 7. Termination of Membership

**7.1 Conditions for Termination:** Membership ceases upon:

- One month's written notice by the member or where they have not committed to a minimum term in exchange for a discount, a minimum of one month's written notice by the member to expire at the end the minimum term.
- Failure to pay subscription or levy within one month of due notice.
- A Member becoming ineligible under Rule 4.4 for a continuous period of 6 months
- Expulsion under Rule 20.

**7.2 Yearly Indemnity:** Where membership includes annual cover under the professional medical defence indemnity, cover will continue until the end of that year's policy.

**7.3 Family-Friendly Policy:** Where members take long-term leave for the birth or adoption of a child, membership subscriptions and levies will be halved during the period of such leave and will return to the full rate when the member returns to work. If the member has received trade union representation from the Union or Indemnity Provider in that year, their indemnity cover premium rates will remain unaltered and the membership subscriptions and levies not attributable to the purchase of professional medical indemnity cover will be halved by 50%.

**7.4 Redundancy:** If a member is made redundant, they may cease payment of their subscriptions and levies and remain in membership whilst they remain eligible and for a period ending at the end of the membership year or 12 months after the last day of employment (whichever happens sooner). However, those members who have purchased professional medical indemnity cover as part of their membership and/or received representation from the trade union, remain liable to pay their subscriptions, levies and professional medical indemnity premium payments when they fall due until the completion of the period of that year's policy for annual cover under the professional medical defence indemnity provided through the Union.

**7.5 Waiver of Fees:** The Union reserves the right to waive payment of a member's subscriptions and levies in extreme extenuating circumstances, subject to an application made by the member's representative to their network president for consideration.

## 8. Organisation, Representation, and Structure

**8.1 Representatives (Reps):** The Union shall include networks for Primary Care, Secondary Care, Educators, Student Representatives, Regional Representatives and Local Representatives elected at workplaces or other constituencies as directed by the NEC, whose internal procedures shall as far as appropriate follow NEC's own procedures.

**8.2 Legal Teams:** The Union may provide legal teams through the MAC, including third-party providers, to support members as determined by the NEC in accordance with the Union's Legal Support Provision Guidelines.

**8.3 Network Structure:** Members will be assigned to one of the Union's Networks under Rule 12.1. Each Network shall have its own President, Vice President, and Secretary (collectively "the Network Leadership"). The Networks include:

- Student Network
- Anaesthesia Associate Network
- Secondary Care Network
- Educators Network
- Primary Care Network
- Honorary and Associate Members Network

**8.4: Further Networks:** Networks may be added and any network may be amalgamated or re-purposed or re-named at the discretion of the NEC or AGM, and the NEC or AGM (as appropriate) shall at the same time determine whether such network shall become or remain a 'Standing Network' with representation at the NEC by elected President and Vice President.

**8.5 Ordinary Members as Honorary Members:** Where an Ordinary Member is also granted Honorary Membership they remain in their Network for Ordinary Members and retain all the rights, benefits and obligations of Ordinary Membership save that their subscription shall be nil and for all other purposes under these rules are classified as Ordinary Members. They will still be liable for additional levies and services they may have or intend to sign up for.

**8.6 Network Meetings:** Each of the Networks shall meet (in person or by remote connection) at such times and places as the Network members shall determine or on reasonable notice given at any time by the Representative of the Network. Network meetings shall be chaired by the relevant Representative for the level of meeting within the Network.

**8.7 Workgroups:** The NEC may establish workgroups as needed to focus on specific issues or projects. The Network President, Vice President, or Appointed Officer acting under their appointment, or the NEC may appoint workgroup leaders to manage these issues or projects and report back to the network. Workgroup leaders are responsible for coordinating tasks within the workgroup, ensuring progress on objectives, and reporting outcomes to the Network Leadership.

**8.8 Web Forums:** Open web forums for each network are available on the Union's website, allowing members to raise concerns and submit motions in between meetings.

**8.9 Multidisciplinary Committees (Forums):** The Union may establish multidisciplinary committees called Forums to collaborate with external stakeholders on various projects. Networks are encouraged to collaborate with each other and with external stakeholders through these multidisciplinary Forums.

**8.10 Workgroup Expertise:** The workgroups can invite members with specific expertise from outside the network to contribute to their projects. The networks and workgroups will utilise the web forums to publish updates and gather member feedback on ongoing projects.

**8.11 AGM:** AGMs of members will be held annually within four months of the start of each financial year, with special meetings called as needed.

**8.12 The MAC:** Administrative functions of the Union will be provided by the MAC on behalf of the Union. All permanent staff carrying out these administrative functions will be employed by the MAC. The Union will ensure that members' personal data is processed in accordance with Data Protection Laws. The General Secretary and Deputy General Secretary shall sit on the Governing Board of the MAC and attend meetings of Congress.

**8.13 Congress:** Congress is the forum that oversees, and coordinates matters that concern both the Union and CMAPs and the relations between them.

## 9. NEC – Constitution

**9.1 Officers:** The following officers of the Union shall be elected to the office to which they hold:

9.1.1 the General Secretary,

9.1.2 the Deputy General Secretary

9.1.3 the Presidents and Vice Presidents of each of the Standing Networks

9.1.4 the National Treasurer

**9.2 Term of Office:** NEC members' terms start after the AGM and end prior to the start of the next AGM at the end of their term length. The term of office for the General Secretary and the Deputy General Secretary is 5 years, and the term of office for the Presidents and Vice Presidents is 2 years.

**9.3 Procedure for Election:** The procedure for an election shall be in accordance with rules 9.4, 9.5 and 9.6 below and the union's rules for the conduct of postal ballots set out at Annex A to these rules which comprises part of these rules.

---

**9.4 Timetable to be published:** In relation to any election, the Executive Committee shall draw up and publish to all members a timetable:

9.4.1 for seeking and receiving nominations,

9.4.2 for checking and approving nominations by the Executive Committee,

9.4.3 for the compilation and circulation of election addresses,

9.4.4 for the printing, distribution and return of voting papers,

9.4.5 for the counting of voting papers and for the declaration of the result, and

9.4.6 for the receipt and resolution of any complaints alleging breach of the election procedure,

and shall publish to all members the name and address of the independent scrutineer appointed for the election.

**9.5 Deadline for publication:** The Executive Committee shall draw up and publish the timetable referred to in rule 9.5:

9.5.1 in the case of the annual election of the members of the Executive Committee, not less than three months before the date fixed for the AGM next following,

9.5.2 in any other election under these rules, as and when appropriate.

**9.6 Nominations:** Nominations shall be made in writing and shall be signed by the candidate and by the nominator and seconder and, in the case of a nomination by the Executive Committee, by the General Secretary. The completed nomination shall be sent to the General Secretary at the head office (or the General Secretary, in the case of an election for general secretary) and shall thereafter be checked and approved by the Executive Committee or the General Secretary (or Deputy General Secretary in the case of an election for General Secretary).

## 10 NEC – Meetings

**10.1 Convening Meetings:** The General Secretary or any 2 or more members of the Executive Committee may cause a meeting of the Executive Committee to be convened. Notice of any meeting of the Executive Committee shall be sent by the General Secretary to every member of the Executive Committee with at least 7 days' notice or such shorter notice as may subsequently be accepted by 66% of the members of the Executive Committee entitled to

attend and vote. The accidental omission to give notice of a meeting to or the non-receipt of notice by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

**10.2 Meeting Frequency:** The Executive Committee will meet at least 12 times in each calendar year and may adjourn or otherwise regulate its meetings as the members of the Executive Committee shall think fit.

**10.3 Quorum:** The quorum necessary for the transaction of business shall be 50% of members.

**10.4 How Decisions Taken:** Questions arising at an Executive Committee meeting shall be decided by a majority of votes cast and the General Secretary of the meeting shall, in addition to an ordinary vote, have a casting vote.

**10.5 Chair:** The General Secretary shall chair all meetings of the Executive Committee but if they are not present within 5 minutes after the time appointed for holding the meeting, the Deputy General Secretary shall preside. If neither of the foregoing shall be present within 5 minutes after the time appointed the members present shall choose one of their number to act as chair at such meeting.

**10.6 Vacating Office:** A member of the Executive Committee shall vacate office:

10.6.1 at the termination of the AGM at the end of their office,

10.6.2 if such member ceases to be a member of the union for whatever reason,

10.6.3 if by notice in writing to the union such member resigns from membership of the Executive Committee, or

10.6.4 if such member is absent from 3 consecutive meetings of the Executive Committee without apology or special leave of absence.

**10.7 Defects in Appointment:** All acts bona fide done by any meeting of the Executive Committee or any person acting as a member of the Executive Committee shall be valid notwithstanding that it be afterwards discovered that there was some defect in the appointment of the Executive Committee or of any member of the Executive Committee or the callers of the meeting.

**10.8 Written Resolutions:** A written resolution, copies of which have been signed by all the members of the Executive Committee for the time being entitled to receive notice of a meeting of the Executive Committee, shall be as valid and effective as if it had been passed at a meeting of the Executive Committee duly convened and held.

**10.9 Records:** The Executive Committee shall cause records to be kept of:

10.9.1 the appointment, removal and resignation of officers of the Executive Committee,

10.9.2 the names of members present at each meeting of the Executive Committee, and

10.9.3 all orders, resolutions and proceedings of general meetings, and meetings of the Executive Committee and any of its sub-committees.

**10.10 By-elections:** In the event of a vacancy of any office on the NEC (other than at the end of the term of appointment) the General Secretary or Deputy General Secretary shall have the authority to call for an immediate by-election to fill the vacant position. The by-election shall be initiated as soon as practicable, and no later than 30 days from the date the vacancy arises, to fill the vacant position until the pre-determined end of that term. All elections will be conducted in accordance with the rules and procedures for electing NEC members. The General Secretary must inform the Union's membership of the decision to hold a by-election within 7 days of the event. The call for a by-election shall follow the rules on ballots listed in rule 17.

**10.11 Actions of NEC following vacancy:** The members of the Executive Committee may act, notwithstanding a vacancy of any office on the NEC (other than at the end of the term of appointment) but if and so long as their number is reduced below the number fixed as the quorum under rule 10.3, the continuing members may act for the purpose only of determining a timetable for an election to fill the vacancies and for no other purpose.

**10.12 NEC Observers and Experts:** The NEC may invite the following to attend meetings as follows:

- The President of the Student Network may observe and speak but not vote at NEC meetings, having an observational seat only.
- The Honorary and Associate Members Network Chair and Vice Chair may be invited to observe at the NEC's pleasure, provide the insight of their committee but may not vote at NEC meetings.
- Lay professionals may also be invited to attend NEC meetings from time to time for the purpose of providing the NEC with factual information or with technical or professional advice but may not otherwise speak and may not vote.

---

## 11. NEC - Functions and Powers

**11.1 General Authority:** The affairs of the union shall be under the control of the Executive Committee and the Executive Committee has full authority to act in the name of the union and exercise all such powers of the union and do on behalf of the union everything it is legally entitled to do. Without limitation to the foregoing the Executive Committee shall have the powers set out in this Rule 11.

**11.2 Policy Formation:** The NEC is the policy-forming body of the Union.

**11.3 Oversight and Direction:** The NEC approves financial reports, directs Networks, supervises elections, and manages funds.

**11.4 Employment Authority:** The NEC may employ and manage Union staff and professional advisers. It may also delegate this authority to the MAC, or other body as appropriate.

**11.5 Industrial Action:** The NEC authorises industrial action in accordance with the Rules and the relevant requirements of TULRCA.

**11.6 Trustee Direction:** In conjunction with the Trustees, the NEC directs investment of surplus funds of the Union.

**11.7 Appeals:** The NEC ensures appeals are handled in accordance with the Rules and the relevant provisions of TULRCA.

**11.8 Subscription and Levy Rates:** The NEC determines subscription rates and levies.

**11.9 NEC Authority:** No person may act in the name of the union or with the authority of the union save with the prior permission of the Executive Committee or with the subsequent ratification of the act by the Executive Committee. Without prejudice to the generality of the foregoing, no person other than the Executive Committee may authorise or endorse the taking of any industrial action in the name of or on behalf of the union.

**11.10 Initial Post-AGM Actions:** As soon as practicable after the conclusion of every AGM, the NEC shall meet and:

- Appoint 4 Trustees, two of whom shall be the National Treasurer and General Secretary.
- Confirm the appointment of the Union's auditors appointed at the AGM.
- Approve the authorised signatories on the Union's cheques and electronic transfers from the Union's bank account.

---

## 12. Roles & Responsibilities

### 12.1 General Secretary

- **General Authority:** The General Secretary has authority to act and to transact business in the name of the union between meetings of the Executive Committee provided that:
  - any action or transaction done by or entered into by the General Secretary in accordance with this rule which is capable of ratification shall be subject to ratification by the Executive Committee at its meeting next following the action or transaction,
  - the General Secretary shall not have authority to authorise or endorse the taking of any strike or other industrial action in any event.
- **Role and Responsibilities:** The General Secretary is the Chief Executive Officer of the Union, responsible for policy implementation, staff management, and acting as the Union's spokesperson. The General Secretary chairs NEC and is accountable to the AGM and the NEC. The General Secretary participates in and represents the Union at Congress.
- **Delegation of Duties:** The General Secretary may delegate responsibilities to the Deputy General Secretary, other NEC members or additional members as necessary.
- **Staff Management:** The General Secretary oversees the terms and conditions of staff employed by the Union and employed by the MAC for Union administrative functions.

### 12.2 Deputy General Secretary

- **Role and Responsibilities:** Assists the General Secretary in all duties and assumes responsibilities in their absence. The Deputy General Secretary plays a key role in supporting the strategic and operational initiatives of the Union.
- **Reporting:** Reports directly to the General Secretary and supports the NEC in executing its duties.

### 12.3 Network Presidents

- **Role and Responsibilities:** Each Network President oversees their respective network and are responsible for managing network activities, representing their network within the NEC, and ensuring their Network aligns with Union strategies.
- **Reporting:** Network Presidents report to the General Secretary and Deputy General Secretary and act as voting members of the NEC.

### 12.4 Network Vice Presidents

- **Role and Responsibilities:** Assist Network Presidents in managing network activities and stepping in during the President's absence. Vice Presidents handle specific tasks within the network, such as member engagement and project oversight.
- **Reporting:** Report directly to their respective Network President.



### 12.5 Honorary and Associate Members Network Chair and Vice Chair

- **Role and Responsibilities:** The Chair and Vice Chair of the Honorary and Associate Members Network represent non-voting Honorary and Associate Members. The Chair may be invited to attend NEC meetings to observe as per rule 8.9 and 9.1. They are responsible for coordinating activities within the Honorary and Associate Members Network and ensuring its alignment with the Union's broader goals.
- **Reporting:** The Chair and Vice Chair of the Honorary and Associate Members Network report to the General Secretary when invited to NEC meetings.

### 12.6 Network Secretaries

- **Role and Responsibilities:** Network Secretaries support their respective networks and the NEC by managing communication, maintaining records, and coordinating meetings. They ensure that all administrative tasks within their network or the NEC are completed efficiently.
- **Reporting:** Secretaries report to their respective Network Presidents or the General Secretary, depending on their role.

### 12.7 Regional Representatives

- **Role and Responsibilities:** Regional Representatives oversee the activities within their designated region, coordinating with Local Representatives and liaising between the Network Presidents/Vice Presidents and their Region. They ensure the effective implementation of union activities and strategies within their Region.
- **Reporting:** Regional Representatives report to the relevant Network Presidents and Vice Presidents.

### 12.8 Local Representatives

- **Role and Responsibilities:** Local Representatives serve at a local level within their Region, representing specific constituencies such as Integrated Care Boards (ICBs), NHS Trusts, and universities. They are responsible for addressing local issues, engaging members, and implementing union strategies at the ground level.
- **Reporting:** Local Representatives report to their respective Regional Representatives.

### 12.9 Ancillary Representative Staff

- **Deputisation:** Local Representatives may deputise members within specific organisations to act as points of contact during high-intensity situations, ensuring effective communication and strategy implementation.
- **Support Staff:** Local and Regional Representatives may appoint secretaries and deputise Assistant Local Representatives to manage their workload. These deputies can only remain in post during the term of their elected Representative.

---

## 13. Networks, Regions, and Localities

**13.1 Constituencies and Network Membership:** Members are assigned to Networks based on their primary work focus, defined as spending over 50% of their Full-Time Equivalent (FTE) in that area:

- **Primary Care Network:** For members primarily working in primary care settings.
- **Secondary Care Network:** For members primarily working in secondary care settings.
- **Educators Network:** For members primarily involved in educational roles.
- **Student Network:** For students enrolled in MAP courses.
- **Anaesthesia Associates (AAs) Network:** For members working in secondary care as AAs.
- **Honorary and Associate Members Network:** For non-MAP Associate Members and Honorary Members who support the objectives of the union.

Membership in a specific Network entitles members to vote for their Network President and Vice President and participate in any indicative ballots conducted within that Network.

**13.2 Regions:** Regions are divided as follows, but is not exhaustive:

- **England:**
  - North East: Newcastle, Sunderland, Middlesbrough
  - North West, including Cheshire and Cumbria: Manchester, Liverpool, Preston, Chester.
  - Yorkshire and the Humber: Leeds, Sheffield, Hull
  - East Midlands: Nottingham, Leicester, Derby, Lincolnshire.
  - West Midlands: Birmingham, Coventry, Wolverhampton, Stoke, Stafford
  - East of England: Norwich, Cambridge, Chelmsford, Peterborough
  - London: Central, North, South, East, West London
  - South East: Brighton, Southampton, Portsmouth, Oxford
  - South West: Bristol, Plymouth, Exeter
- **Scotland:**
  - Highlands and Islands: Aberdeen, Inverness, Dundee
  - Central Scotland: Edinburgh, Glasgow, Stirling
  - Southern Scotland: Dumfries, Ayr, Hawick
- **Wales:**
  - North Wales: Wrexham, Bangor, Rhyl
  - Mid Wales: Aberystwyth, Newtown, Llandrindod Wells
  - South Wales: Cardiff, Swansea, Newport
- **Northern Ireland:**
  - Belfast: Greater Belfast area
  - North Eastern: Antrim, Ballymena, Ballymoney
  - South Eastern: Ards, Down, Lisburn
  - Southern: Armagh, Banbridge, Craigavon
  - Western: Derry, Omagh, Strabane

**13.3 Local Representatives:** Local Representatives serve within specific constituencies, such as Integrated Care Boards (ICBs), NHS Trusts, and universities. They represent their members at the ground level and are responsible for addressing local issues, engaging members, and implementing union strategies within their designated localities.

**13.3.1 Constituency Coverage:**

- **Primary Care:** One representative per Integrated Care Board (ICB).
- **Secondary Care:** One representative per NHS Trust.
- **Educators & Student Networks:** One representative per university offering MAP courses.
- **Anaesthesia Associates (AAs):** One representative per secondary care Trust employing AAs.

A complete list of active and vacant seats for Trusts and ICBs representatives can be found in the "UMAPs National Regions and Localities Policy."

**13.4 Election of Representatives:** Regional and Local Representatives are elected by members within their respective Regions and constituencies through secure electronic ballots. Voting for these representatives is restricted to members of their respective Networks. All members, regardless of Network, have the right to vote for the General Secretary, Deputy General Secretary, and Treasurer and for the President and Vice President of the Network to which they are assigned except for members who are solely Honorary or Associate Members.

**13.5 Term of Office:** Regional and Local Representatives shall serve for a term of three years except that the NEC can at any time direct that the term of office is extended or shortened so as to stagger the intervals of service across all Regional and Local Representatives.

## 14. Annual General Meetings (AGM)

**14.1 AGM Purpose and Scheduling:** The purpose of AGMs is to allow the membership to make decisions on significant policies, procedures, and agreements and to appoint and remove the Union's auditors. AGMs shall be held annually within four months of the start of each financial year.

**14.2 Special General Meetings:** Special General Meetings of members may be called by the NEC or upon request by at least 25% of Ordinary Members.

**14.3 Representation:** All Ordinary Members may attend an AGM or Special General Meeting, with Reps being present to provide representation for those that cannot attend. For Network-specific sessions, reps and members shall break into the relevant networks. For Union-level subjects, all networks shall reconvene.

---

**14.4 Chairing Meetings:** The AGM and Special General Meetings shall be chaired by one of the Presidents appointed by the Presidents from among their number. The National Treasurer will chair sessions relating to audit and finance.

#### **14.5 Voting Procedure at the AGM**

**14.5.1 Initial Vote by Viva Voce:** At the Annual General Meeting (AGM), votes on motions and resolutions shall first be conducted by viva voce, where members express their votes orally by saying "Aye" for affirmation or "Nay" for negation. This method is intended to facilitate efficient decision-making and clear majority votes.

**14.5.2 Chair's Discretion for Ballot Voting:** If the Chair of the AGM perceives the result of the viva voce vote to be indiscernible, particularly when determining if the required 66% threshold for passing a motion or resolution has been met, or if the matter at hand is deemed too significant for any ambiguity, the Chair has the discretion to move immediately to a more definitive voting method.

**14.5.3 Immediate Ballot Procedure:** Upon the Chair's decision to move to a ballot:

- The vote may be conducted via a show of hands, where members visibly indicate their support or opposition.
- Alternatively, if available and appropriate, the vote may be conducted using technological means, such as electronic voting systems or other secure digital methods.

**14.5.4 Recording and Reporting of Results:** The results of the ballot, whether conducted by show of hands or via technology, shall be immediately recorded and reported by the Chair. The outcome of the vote shall be considered final once the results are announced, provided they meet the necessary thresholds as stipulated in the Union's rules.

## **15. Finance**

**15.1 Funds, Property, and Bank Accounts:** The property and funds of the Union shall be vested in the Trustees in trust for the Union. Accounts in the name of the Union shall be maintained at banks chosen by the NEC. The account books of the Union, vouchers, cheque books, receipt books, and any other books, documents, or electronic files relating to or evidencing the receipt or payment of money by the Union shall be kept in the custody of the National Treasurer or duly appointed administrative staff under the direction of the National Treasurer.

**15.2 Financial Year:** The financial year of the Union shall be from January 1st to December 31st.

**15.3 Subscriptions:** Every member, other than an Honorary Member, shall pay a subscription to the Union, the amount and method of payment to be determined by the NEC in accordance with Rule 6.5.

**15.4 Record Keeping:** The General Secretary shall ensure that proper records of account are kept, detailing all sums of money received and expended, all sales and purchases by the Union, and the Union's assets and liabilities.

**15.5 Accounts Presentation to AGM:** True copies of the Audited Annual Accounts and the Auditors' Report thereon are to be presented at the AGM.

**15.6 Member's Right to Inspect:** Any Member of the Union may have inspection of the books of accounts of the Union at any reasonable time, upon making an application to the National Treasurer.

**15.7 National Treasurer:** The National Treasurer shall:

- Ensure that accurate accounting records are kept and audited by the auditors annually.
- Compile any annual returns required of the Union by the Certification Officer and lodge such returns with the Certification Officer.
- Ensure that an annual financial statement is provided to members in accordance with the requirements of TULRCA.
- Draw up an annual budget for approval by the NEC.
- Upon the expiry of each financial year, prepare an account of income and expenditure and a balance sheet in respect of that financial year.

**15.8 Remuneration for Additional Hours:** Union members holding leadership and elected roles, such as General Secretary, Deputy General Secretary, Presidents, Vice Presidents, Regional Representatives, and Representatives, are eligible to apply for remuneration for additional hours worked outside of the facilities time provided by their employers out of Union funds.

**15.9 Benefits & Remuneration Workgroup:** A Benefits & Remuneration Workgroup shall be convened at or within four weeks of the Annual General Meeting (AGM) to determine the current estimate of work expected by each role and the pro-rata rates and stipends for these roles. The committee shall review the nature and extent of work performed and set appropriate compensation in line with industry standards and the Union's financial capabilities and in accordance with the "Policy for Short Life Workgroup on Benefits and Remuneration."

**15.10 Payment Process:** Approved rates and stipends will be applied for the current term, and payments for additional hours will be made on a monthly basis, following submission and approval of detailed timesheets to the National Treasurer's office.

---

## 16. Trustees

**16.1 Appointment and Terms:** Four trustees of the Union are appointed by the NEC. Trustees hold office for up to five years, or the length of their NEC Term, and may be reappointed for subsequent terms. They must be members or retired members of the Union. Both the General Secretary and Treasurer must be a Trustee at during their term of office.

**16.2 Removal and Vacancies:** The NEC may remove a trustee at any time. In the event of a vacancy, the NEC shall appoint a new trustee at the next NEC meeting. Remaining trustees may act during a vacancy for up to three months.

**16.3 Duties:** The duties of the trustees shall be:

16.3.1 in accordance with directions from the Executive Committee, to invest, safeguard and keep all funds and property of the union received by them in such manner as may, from time to time be authorised by Act of Parliament for the investment of trust funds,

16.3.2 to examine all accounts submitted for payment,

16.3.3 as and when required by the Executive Committee to direct a bank, at which all cash not immediately required by the union is placed in an account, to honour not less than any two of the joint signatures of the persons (not being any of the trustees), named in the direction whereupon the trustees shall be relieved from all liability in respect of payments made in the nature authorised by the direction while it is in force,

16.3.4 to defray from the funds of the union the expenditure incurred by the Executive Committee and General Secretary and in respect of such expenditure as may from time to time be authorised by the General Secretary or Executive Committee,

16.3.5 to make payments out of the funds of the union of all and any premiums on any insurance policy or fidelity guarantee taken out by the Executive Committee upon members of the union handling the funds of the union.

**16.4 Powers:** The trustees shall have authority to enter into such transactions and to execute such documents as may be necessary for the proper management and investment of the funds of the union and, acting on the direction of the Executive Committee, shall have the power to borrow money on security or otherwise and to dispose of any assets of the union.

**16.5 Professional Advice:** The trustees shall be authorised to take such professional advice as they shall deem necessary, from time to time, to ensure the proper investment and management of the funds of the union and to defray any expense of taking such advice out of the funds of the union.

## 17. Ballots

**17.1 Calling a Ballot:** Ballots for any kind of industrial action shall be conducted in accordance with the relevant provisions of TULRCA. A ballot of members may be called by the NEC or the General Secretary on any other matter at any time. Ballots shall be secret and determined on a simple majority basis unless otherwise required by statute.

**17.2 Conduct of Ballots:** Ballots shall be conducted in accordance with regulations set by the NEC and ensuring compliance with statutory requirements where applicable.

**17.3 Election of Officials:** Elections for the General Secretary, NEC members, and other key positions shall be conducted by secret ballot, with a scrutineer appointed to oversee the process and in accordance with the requirements of TULRCA.

### **17.4 Election of Regional & Local Representatives:**

**17.4.1** All Regional and Local Representatives shall be elected by means of an electronic ballot system, designed to ensure accessibility and convenience for all eligible members.

**17.4.2** Local Representatives shall be restricted to members of the relevant network, ensuring that representatives are elected by those whom they directly serve.

**17.4.3** The electronic ballot shall be conducted in a secure manner, safeguarding the integrity and confidentiality of each vote, and in accordance with all applicable legal standards governing fair and transparent elections.

**17.4.4** Election results shall be duly verified and published without undue delay, with elected representatives assuming their duties immediately upon the certification of results.

**17.4.5** Regional Reps shall be elected by the local reps within their region and network from within their number.

### **17.5 Rep Election Protocol:**

**17.5.1** Notice of Nomination: Three months prior to the end of a Rep's term, a 4-week Notice of Nomination shall start where candidates may submit an expression of interest to become a representative.

**17.5.2** At the end of this notice period, if the candidate remains uncontested, they will be seen to be elected without contest and can retain or attain their role as a Representative.

17.5.3 Election Cycle: If there is more than one expression of interest, then an election cycle shall take place. This lasts for 4 weeks and will require the candidates to submit their manifestos and run a campaign for election in line with the "UMAPs Code of Conduct, Complaints, and Disciplinary Procedure Policy" for the Union. Local and Regional hustings are allowed.

17.5.4 At the end of this 4-week period, an online ballot as per 17.4.1 will take place. During this time, should the candidates wish, a scrutineer can be appointed by the NEC to provide that all due diligence in the vote has taken place and the vote is free from interference.

17.5.5 On the 5th day of the vote (or after all available votes have been cast), voting will cease. The ballot will be reported within 2 days of the close and the successful candidate will take their position immediately.

## 18. Industrial Action

18.1 **Authorisation:** Industrial action, whether strike action or action short of strike, shall only be called by the NEC. No action shall be taken until the NEC considers that all relevant procedural agreements have been exhausted, or further stages are unlikely to resolve the dispute.

18.2 **Legal Compliance:** Before any industrial action, the Union shall comply with all relevant legal requirements.

## 19. Resolution of Disputes

19.1 **Scope:** The resolution of disputes shall follow the procedures outlined in the UMAPs Code of Conduct, Complaints, and Disciplinary Procedure Policy.

19.2 **Fallback Provision:** In the event that the current policy does not adequately address a dispute or is found to be inconsistent with applicable law, the NEC will use its discretion to resolve the dispute, guided by the principles of natural justice and in compliance with TULRCA. The NEC's decision in such cases shall be final, subject to any statutory rights of appeal.

## 20. Disciplinary Procedures

20.1 **Procedures:** Disciplinary matters shall be handled according to the "UMAPs Code of Conduct, Complaints, and Disciplinary Procedure Policy".



**20.2 Fallback Provision:** Should the current policy fail to cover a specific disciplinary issue or if it is found lacking in some regard, the NEC retains the authority to convene an ad hoc disciplinary committee. This committee shall adhere to the principles of fairness and natural justice, ensuring that all decisions are consistent with TULRCA. The decision of this committee shall be subject to appeal with an appeal committee chaired by the General Secretary and 4 ordinary members not exposed to prior knowledge of the case.

**20.3 Special Regulations:** The NEC may issue regulations for handling allegations of sexual harassment or discrimination, including appointing external investigators and ensuring safeguarding throughout the process.

## 21. Availability and Interpretation of Rules

**21.1 Access:** A copy of the Rules shall be made available to any member on request and published on the Union's website.

**21.2 Interpretation:** The Rules are intended to meet the requirements of TULRCA, where relevant, and should be interpreted to give effect to TULRCA as far as possible. The NEC shall determine the interpretation of any matter arising under these Rules and any dispute regarding the interpretation of these Rules or arising in a matter where these Rules are silent shall be referred to the NEC and its decision upon any matter of interpretation shall be final.

**21.3 Matters Not Provided For:** Any matter not covered by the Rules shall be referred to the NEC, whose decision shall be final. Interpretations and decisions shall be published in the NEC meeting minutes.

---

## 22. Transitional Period

22.1 The following provisions shall apply in respect of the period of 12 months from the date of formation of the Union (the **Transitional Period**) to the exclusion of any Rules which would otherwise apply.

22.2 The first appointees to the NEC shall be as follows:

General Secretary - **Stephen Nash**

Deputy General Secretary - **Amanda King**

President of the Anaesthesia Associate Network – **Gemma Halewood-Muse**

President of the Educators Network - *Unappointed*

President of the Primary Care Network - **Emma Lomas**

President of the Secondary Care Network - **Berkay Ulker**

Vice-President of the Anaesthesia Associate Network - **Paul Pharaoh**

Vice-President of the Educators Network - *Unappointed*

Vice-President of the Primary Care Network - **Daniel Hopkins**

Vice-President of the Secondary Care Network - **Emma Jenkinson**

National Treasurer - **Jonathan Davies**

22.3 The members of the NEC shall select (by such manner as the NEC deem appropriate) and appoint persons to the offices referred in Rule 22.2 as 'Unappointed'.

22.4. The NEC shall determine the manner in which first appointees to the positions of Local Representative and Regional Representative are to be selected and appointed.

22.5. Before the end of the Transitional Period, the first appointees to the NEC and to the positions of Local Representative and Regional Representative shall be subjected to election and ballot in accordance with the requirements of these Rules and TULRCA.

## 23. Change of Rules

23.1: **Amendment Process:** The Rules of the Union may be amended by a two-thirds vote at the Special/AGM or by a two-thirds majority in a postal ballot of all ordinary members.

23.2: **Role of the NEC:** The NEC shall be empowered to amend the rules to deal with any inaccuracy or error or in order to comply with any applicable statutory provision and to make any consequential amendment to the rules required as a result of amendments carried at a Special/AGM under rule 22.1.

## 24. Dissolution of the Union

**24.1 Dissolution Resolution:** The Union may only be dissolved by a resolution passed by the AGM and approved by three-quarters of the ordinary members voting in a postal ballot. Upon passing a resolution to dissolve the Union, the AGM will appoint one or more liquidators to supervise the liquidation of the assets and liabilities of the Union, such appointment to take effect following approval of dissolution by the ballot of the ordinary members. The liquidator or liquidators may be paid such remuneration as the AGM meeting may determine, out of the funds of the Union.

**24.2 Winding Up:** The NEC shall remain in office until the Union's affairs are wound up. Surplus funds of the Union, after settling liabilities, shall be distributed to the ordinary members as determined by the NEC or be applied in any manner determined by the NEC that is allowed under the Rules which are consistent with the liquidation of the Union.

## 25. Compliance with Legislation

**25.1 Legislative Compliance:** The Union will in all respects comply with the provisions of TULRCA and any other applicable legislation.

**25.2 Access to Rules:** Every member will be provided access to a copy of the Rules free of charge via the Union's website.

**UMAPs Ltd**

Windsor House Troon Way Business Centre  
Humberstone Lane  
Leicester  
United Kingdom  
LE4 9HA

[umaps.org.uk](http://umaps.org.uk)  
[info@umaps.org.uk](mailto:info@umaps.org.uk)

©UMAPs, 2024

01/12/2024  
Version: 1.0