

## SDUK CONSTITUTION

### Introduction

1. The name of The Union shall be The Stage Directors UK Union (referred to in this constitution also as “SDUK” or “The Union”).
2. The Registered Office of The Union shall be: 7 Bell Yard, London, WC2A 2JR
3. This Rule Book applies to all members of The Union and represents the entirety of the rules applicable to members of The Union, save as expressly provided for under this Rule Book.
4. SDUK has the following mission statement –  
“SDUK is an organisation formed of theatre workers who are leaders and artists – Directors, Artistic Directors, Choreographers, Movement Directors, Intimacy Directors/Coordinators and Fight Directors. The principal purposes include the regulation of relations between workers and employers; by helping to establish a favourable operating environment, by providing information to assist them in their employment related disputes.”
5. SDUK, as far as may be lawful, will work to organise, recruit, and represent workers and act on behalf of members collectively.
6. To secure the complete organisation of all workers eligible for its membership within the United Kingdom; to regulate relations between workers and employers, to improve the conditions and protect the interests of its members; to obtain and maintain reasonable hours of labour, proper rates of wages, and general conditions of service; to settle disputes between its members and their employers.
7. To provide career advancement training and educational opportunities to members.
8. To promote equal opportunities and equal treatment for all members and oppose discrimination on grounds of sex, race, ethnic origin, disability, age, socio/economic class, sexual orientation, or religion.
9. To do all other things the Central Committee thinks to be conducive to attaining these objects.
10. Any eligible person may apply for membership by completing the appropriate application form, agreeing to be bound by the rules of The Union, and submitting it to The Union office or by electronic means as may be provided for via The Union’s website. An applicant shall become a member when their/her/his application has been approved and they/he/she has been entered into the register of members. Such approval will require receipt by The Union of the current contribution applicable under these rules.
11. Any amendments to this document must be approved by the Conference of Delegates at the Annual General Meeting or Triennial Conference.<sup>2</sup>

### THE CONSTITUTION OF THE STAGE DIRECTORS UK UNION

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1. To protect and defend the collective economic, social, educational, cultural and political interests of Stage Directors, Artistic Directors, Choreographers, Movement Directors, Intimacy Directors/Coordinators and Fight Directors. To regulate relations between workers (this document will refer to workers/Stage Directors/Directors as a general description for all the previously listed roles). To achieve this, we will continue to work with other Trade Unions and organisations, we will also continue to advocate for the rights of individual workers as experience has shown that individual gains often have industry-wide

ramifications.

2. To regulate employee relations with an employer through: collective bargaining, discussions about business and workplace issues that affect levels of employment and terms and conditions of employment.

3. To denounce and demonstrate opposition to groups that embrace anti-worker tendencies and are determined to introduce Labour legislation in Parliament that seeks to interfere, restrict, and threaten the very survival of the operations of the Trade Union Movement.

4. To work with Trade Unions and associations that are determined to establish an Industrial Solidarity Pact (ISP) which is of paramount significance during collective bargaining and grievance handling processes.

i. That every person who holds a position in The Union does so by virtue of having been elected to it at an election satisfying the requirements laid out in the constitution, and

ii. That no person continues to hold such a position for more than five years without being re-elected at such an election.

iii. The positions to which this applies (subject as mentioned below) are—

iv. Member of the executive,

v. Any position by virtue of which a person is a member of the executive,

vi. President, and

vii. General Secretary

5. This section does not apply to the position of President or General Secretary if the holder of that position—

i. is not, in respect of that position, either a voting member of the executive or an employee of The Union,

ii. holds that position for a period which under the rules of The Union cannot end more than 13 months after he took it up, and<sup>3</sup>

iii. has not held either position at any time in the period of twelve months ending with the day before he took up that position.

6. To plan and participate in joint Trade Union action whenever it becomes necessary.

7. To seek and affiliate with other Trade Unions locally, regionally, and internationally as, in the opinion of the Central Committee, appears to be desirable.

8. To work efficiently and use all means necessary to find popular solutions to all matters of industrial relations in which SDUK is engaged.

#### RULE NO 1: MEMBERSHIP

The qualification for membership of The Stage Directors UK Union:

1. Applicants must not be less than eighteen (18) years of age. Members are expected and encouraged to attend all Triennial Conference of Delegates meetings as a duty of membership.

2. Applicants must not be part of a group or organisation which seeks to defeat or undermine the aims and objectives of The Stage Directors UK Union.

3. There may be Honorary Members of The Union. Such persons should be genuinely sympathetic to the aims and objectives of The Union. Honorary membership must be approved by the Central Committee.

4. Honorary Members, as defined above shall on acceptance be required to pay £70 per year, shall not be entitled to vote in any General Shop Steward Council Meeting duly summoned by the Central Committee. Honorary Members will receive insurance and have access to all SDUK resources. The honorary membership fee will apply to all new Honorary Members

from June 2023.

5. All applications for membership must be considered, accepted, or rejected by either the General Secretary or by the Central Committee.

6 Members can pause their membership once per twelve (12) month period by contacting the General Manager or Administrator; When a member has paused their membership, all SDUK benefits will be paused including insurance.

The Union Contributions include insurance and shall be:

i. £25 Student Membership (A member can be on a student membership for a maximum of two (2) years). Student members do not receive insurance and are not eligible to vote.

ii. £91 on earnings up to £10,000 annually

iii. £143 on earnings up to £15,000.

iv. £188 on earnings up to £20,000

v. £278 on earnings up to £30,000

vi. £368 on earnings up to £40,000

vii. £458 on earnings up to £50,000

viii. £548 on earnings up to £60,000

ix. £638 on earnings up to £70,000

x. £728 on earnings up to £80,000

xi. £818 on earnings up to £90,000

xii. £908 on earnings over £90,000

These fees are subject to alterations by the Triennial Conference of Delegates or the Central Committee.

7. A member shall be considered financial when they/she/he:

i. has paid the Annual Fee as laid down in Clause 6;

ii. is not at any time in arrears with their/her/his annual contributions, however a member may request that their/her/his membership is paused, and if a member faces financial difficulties The Union may be flexible and seek to work with the member to maintain their membership during this period. Any period during which a member's contributions are six (6) or more weeks in arrears shall break continuity of membership for the purpose of the qualification required to be a member registered by The Union set out in these rules save where a member establishes to the satisfaction of the Central Committee that the arrears arose through no fault of that member. A member whose contributions are recorded by The Union as more than thirteen (13) weeks in arrears may be excluded from membership by The Union posting notice to that effect to the member. A member so excluded from membership may apply for reinstatement, which may be allowed on such terms as the payment of outstanding arrears as the Central Committee may consider appropriate.

8. The Central Committee shall determine the period of membership necessary prior to the member attaining eligibility for benefits, and any period during which contributions are in arrears, which shall remove such eligibility.

9. The Central Committee shall determine the level of contributions for each member.

10. The General Manager and General Secretary shall determine the scope and level of benefits.

11. The Union may dispute benefits in such circumstances and terms as the Central Committee decides.

## RULE NO 2: CONSTITUTION AND GOVERNMENT

1. The supreme authority of The Union shall be vested in the Annual/Triennial Conference of Delegates. Each delegate (Full Member) shall have one (1) vote on all proposed resolutions.
2. For the day-to-day general administration of The Union's operations and its government in the interval between the Annual/Triennial Conference of Delegates, the Central Committee (Board) and General Secretary (Executive Director) then becomes the supreme authority.
3. The Annual Conference shall be held yearly; the Triennial Conference of Delegates shall be held every three (3) years. The Central Committee shall decide the time and place of the next one.
4. It is obligatory for the President General (Chair of the board), General Manager, and General Secretary to notify all the members in writing at least thirty (30) days in advance of the Annual and or Triennial Conference of Delegates.
5. All resolutions submitted to the Triennial Conference of Delegates must be forwarded to the General Secretary not later than two (2) weeks before the Conference.
6. No business other than that stated on the agenda shall be transacted at the Triennial Conference of Delegates. If a delegate wants to introduce a serious matter, he must inform the General Secretary at least two (2) hours before the commencement of the Triennial Conference of Delegates business. In such a case, the majority of delegates must approve a motion for the suspension of the Standing Orders.
7. The decisions of the Triennial Conference of Delegates shall be binding upon all members of The Union.
8. The Triennial Conference of Delegates cannot transact any business unless a quorum of delegates is present.
9. A "quorum of delegates" is defined as "one-third of the delegates eligible to be present at the Conference".

## RULE NO 3: BUSINESS OF TRIENNIAL CONFERENCE

1. At every Triennial Conference of Delegates, members of the Central Committee must tender their resignation and give notice of their intention to seek or not to seek re-election.
2. The business of the Triennial Conference of Delegates shall also be to:
  - receive, discuss, and examine reports from officers and staff.
  - review the past work of the organisation and approve work plans.
  - further consider all matters on the Conference's Agenda.
3. The Triennial Conference of Delegates shall have the power to:
  - rescind, alter, add to any of the rules.
  - give direction and guidance to the Central Committee on policy and general matters.

## RULE NO 4: CENTRAL COMMITTEE

1. The government of The Union in the period between the Triennial Conference and the conduct of its business shall be vested in the General Secretary and Central Committee.
2. The Central Committee shall be elected by the Triennial Conference of Delegates. Such members shall serve for three (3) years.
3. The composition of the Central Committee is as follows:
  - General Secretary (previously Executive Director; a non-voting employee of The Union)
  - President
  - Chair(s) of the Central Committee – previously Chair(s) of the board)



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In addition, no more than twelve (12) members shall be elected by and at the Triennial Conference of Delegates, this includes the President General(s) and Finance Officer.

4. No person shall be eligible to serve as a member of the Central Committee, who at the time of nomination is not a Full Member, or is under the age of eighteen (18).

5. The Central Committee must meet every four (4) months or as often as the General Secretary and chair feel it necessary, and at a time and place deemed most expedient for the transaction of The Union's business.

6. The Central Committee, shall support the vision, objectives and undertakings of the General Secretary who has full control of The Union's business and shall take decisions in the interest of The Union in keeping with the rules of the organisation under which it is registered.

7. The Central Committee must at all times maintain and protect the aims and objectives of The Union and guard its funds against extravagance and misappropriation.

8. Each elected member of the Central Committee shall hold office for three years commencing immediately after the Triennial Conference of Delegates, provided that the said member does not break or breach the rules of The Union, or act against the interest of The Union. In such a situation, the Central Committee on the advice of the General Secretary or President General has the authority to take disciplinary action against the said member. Expulsion of any member shall be decided upon by the Central Committee.

9. The Central Committee, at their meetings, cannot transact any business on behalf of The Union unless a quorum of seven (7), or fifty-eight percent (58%) of Central Committee members are present.

10. The Central Committee can also give instructions to the General Secretary and other appointed and elected officers for the smooth conduct of The Union's affairs.

11. The Central Committee can dismiss or suspend any manager or officer for neglect of duty, dishonesty, incompetence, accepting bribes, conflict of interest, refusal to carry out instructions given by the General Secretary, President General or Central Committee, and for any other reason that is deemed to be against the interest of The Union.

12. Any member of staff who feels that disciplinary action taken against them/her/him is harsh, unjust, or not in keeping with the rules of The Union has the right to appeal to the Triennial Conference of Delegates. Such an appeal must be in writing and must reach the President General and General Secretary no later than two (2) weeks before the Annual or Triennial Conference of Delegates. Grounds of appeal must be attached to the relevant document.

13. Any staff appointment must be recommended by the chair(s) or General Secretary for appointment. Salary structure for full/part time workers must be recommended by the General Secretary, chair(s), and further approved by the Central Committee.

14. Should a vacancy occur during the Central Committee's term of office because of a resignation, expulsion or otherwise, the Central Committee would then have the right to co-opt a member to serve on the Central Committee. That member would not be able to vote on Union business.

15. The Central Committee shall have all the power to draw up rules and guidelines for the orderly conduct of Union activity.

#### RULE NO 5: Chair(s)

1. The Chair(s) shall be a negotiator, and spokesperson for The Union. They/she/he must be chosen by the Triennial Conference of Delegates.

2. They/she/he shall preside over all Central Committee meetings of The Union and the

Triennial Conference of Delegates. They/she/he shall be responsible to the Central Committee, shall have a vote. The chair(s) shall appoint all commissions otherwise not provided for and, along with the General Secretary, shall be ex officio member of all the established commissions. They/she/he shall transact such other business as pertains to their/her/his office. They/she/he and the General Secretary shall sign the minutes of each meeting at the time they are approved.

3. They/she/he shall, with the General Secretary, have the power to make recommendations to the Central Committee for the appointment and employment of full or part-time managerial staff. The Central Committee has the final say. Managerial staff is as follows:

- i. Administrator
- ii. General Manager
- iii. Finance Officer elected from the Central Committee by Central Committee members

4. The Chair(s) shall have the power to make recommendations to the Central Committee regarding lay-offs, suspension, or dismissal of full-time managerial staff. Any action contemplated must be to the full wishes of the Central Committee.

5. The Chair(s), in consultation with the General Secretary and General Manager, shall have the authority to select personnel to represent The Union on national boards and at local, regional, and international conferences, conventions, seminars and other activities that are related to The Union's objectives.

6. The Chair(s) on resigning from The Union must give three (3) months' notice in writing to the Central Committee of their/her/his intention of doing so. On their/her/his resignation or discharge from office, they/she/he shall within twenty-four (24) hours hand over all documents, books, vouchers, and other things belonging to The Union.

7. They/she/he shall, in conjunction with a Finance Officer and General Manager, or administrator sign all cash

vouchers and cheques/approve of bank transfers beyond the daily functioning of The Union on behalf of The Union.

#### **RULE NO 6: GENERAL SECRETARY**

1. The General Secretary shall be a part- or full-time officer.

- i. They/she/he shall be the Chief Negotiator and spokesperson for The Union.
- ii. They/She/He shall not be in a voting position.

iii. Upon their/her/his departure from The Stage Directors UK Union the Triennial Conference of Delegates must elect their/her/his successor for a five (5) year period.<sup>9</sup>

2. They/she/he shall in the execution of their/her/his office act under their/her/his own direction in consultation with the chair(s) and the Central Committee.

3. They/she/he shall prepare reports for the for presentation to the Triennial Conference of Delegates, subject to the approval of the Central Committee.

4. They/she/he shall be remunerated for their/her/his services at the discretion of the Central Committee.

5. They/she/he may delegate responsibilities.

6. The General Secretary, on resigning from The Union, must give three (3) months' notice in writing to the Central Committee of their/her/his intention to do so. If, however, they/she/he is discharged without notice, and without reasonable cause, they/she/he must be paid three (3) months' salary in lieu of notice. On their/her/his resignation or discharge from office, they/she/he shall within twenty-four (24) hours hand over all documents,

books, vouchers, and other things belonging to The Union.

7. On relinquishing their/her/his office without notice they/she/he shall forfeit all monetary considerations, pending the decision of the Central Committee.

#### RULE NO 7: LOANS

1. All loans taken on behalf of The Union must be endorsed by the Chair(s), General Secretary and central council.

2. The signature of the above-mentioned officers must be on the relevant loan document, along with a certification letter from the Central Committee.

#### RULE NO 10: PROPERTY AND TRUSTEE PROVISIONS

1. The property of The Union shall be vested in Trustees for The Union.

2. The Trustee(s) shall be appointed by the Central Committee; the President General and the General Secretary shall advise on the appointment, but the decision will be made by the Central Committee.

3. The Trustee(s) is/are the Trustee(s) of The Union.

4. Where such Trustee(s) is/are appointed or discharged by a resolution taken by or on behalf of The Union, the written record of the resolution shall be treated for the purposes of those sections as an instrument in writing, appointing, or discharging the Trustee(s).

5. The Central Committee may appoint and remove a second Trustee where necessary to facilitate disposal of The Union's property, and solely for such a purpose.<sup>11</sup>

6. Any Union Trustee may be removed from office at any time, with or without cause, in the sole discretion of The Union, by an instrument in writing signed by the duly authorised President General of The Union and filed with the Central Committee.

#### RULE NO. 11 APPOINTMENT AND REMOVAL OF AUDITORS

1. An auditor of The Union shall not be removed from office except by resolution passed at an annual meeting of its members or of delegates of its members.

2. An auditor duly appointed to audit the accounts of The Union shall be re-appointed as auditor for the following accounting period, unless—

i. a resolution has been passed at an annual meeting of The Union appointing somebody instead of them/her/him or providing expressly that they/she/he shall not be re-appointed, or

ii. they/she/he has given notice to The Union in writing of their/her/his unwillingness to be re-appointed, or

iii. they/she/he is ineligible for re-appointment, or

iv. they/she/he has ceased to act as auditor by reason of incapacity.

3. Where notice has been given of an intended resolution to appoint somebody in place of a retiring auditor, but the resolution cannot be proceeded with at the meeting because of the death or incapacity of that person, or because they/she/he is ineligible for the appointment, the retiring auditor need not automatically be re-appointed.

#### RULE NO 12: AFFILIATION

1. The Stage Directors UK Union may affiliate to any regional or international Trade Union Centre which shares similar aims and objectives.

2. The decision to affiliate with any Trade Union Centre must be approved by the Central Committee.

3. Payments of affiliation fees must also be decided upon by the Central Committee.

4. The Stage Directors UK Union cannot cancel or withdraw its affiliation to a regional or international Trade Union Centre without the approval of the Central Committee.

5. The Central Committee must approve of The Union's relationship with any other local or

international Trade Union.<sup>12</sup>

#### RULE NO 13: COLLECTIVE BARGAINING

1. No branch official or full-time officer of The Union shall have the powers to submit proposals or sign any renewal of agreement unless authorised by the Chair(s), General Secretary or endorsed by the Central Committee.

#### RULE NO 14: VOLUNTARY FUNDS

1. Solidarity, Building or Welfare Funds can be established by the Central Committee.  
2. A day's wage or any other voluntary contribution from members can be made towards the fund from time to time.

#### RULE NO 15: AMENDMENTS

1. This Constitution may be amended by majority votes at any Annual/Triennial Congress of Delegates, provided due notice was given by resolution and accepted by most delegates present at the Conference.

#### RULE NO 16: BINDING EFFECT

1. This Constitution shall be immediately effective upon its adoption at any duly constituted conference of The Union.

#### RULE NO 17: VOTING

1. All voting shall be done by the marking of a paper postal ballot and conducted in secret.  
2. All election results will be overseen by an independent scrutineer.  
3. The method of voting must be by the marking of a voting paper by the person voting.  
4. Each voting paper must—

- i. state the name of the independent scrutineer and clearly specify the address to which, and the date by which, it is to be returned,<sup>13</sup>
- ii. be given one of a series of consecutive whole numbers every one of which is used in giving a different number in that series to each voting paper printed or otherwise produced for the purposes of the election, and
- iii. be marked with its number.

5. Every person who is entitled to vote at the election must—

- i. be allowed to vote without interference from, or constraint imposed by, The Union or any of its members, officials, or employees, and
- ii. so far as is reasonably practicable, be enabled to do so without incurring any direct cost to himself.

6. So far as is reasonably practicable, every person who is entitled to vote at the election must—

- i. have sent to them/her/him by post, at their/her/his home address or another address which they/she/he has requested The Union in writing to treat as their/her/his postal address, a voting paper which either lists the candidates at the election or is accompanied by a separate list of those candidates; and
- ii. be given a convenient opportunity to vote by post.

7. The ballot shall be conducted so as to ensure that—

- i. so far as is reasonably practicable, those voting do so in secret, and
- ii. the votes given at the election are fairly and accurately counted.

For paragraph (ii) purposes, an inaccuracy in counting shall be disregarded if accidental and on a scale which could not affect the election result.

8. The ballot shall be conducted so as to ensure that the result of the election is determined solely by counting the number of votes cast directly for each candidate.

9. Nothing in subsection (8) shall be taken to prevent the system of voting used for the

election being the single transferable vote, that is, a vote capable of being given so as to indicate the voter's order of preference for the candidates and of being transferred to the next choice—

- i. when it is not required to give a prior choice the necessary quota of votes, or
- ii. when, owing to the deficiency in the number of votes given for a prior choice, that choice is eliminated from the list of candidates.

#### Candidates

1. No member of The Union shall be unreasonably excluded from standing as a candidate.
2. No candidate shall be required, directly or indirectly, to be a member of a political party.
3. A member of a Trade Union shall not be taken to be unreasonably excluded from standing as a candidate if they/she/he is excluded on the grounds that they/she/he belongs to a class/group of which all the members are excluded by the rules of The Union.

But a rule which provides for such a class/group to be determined by reference to whom The Union chooses to exclude shall be disregarded.<sup>14</sup>

#### Election addresses

1. The Union shall—
  - i. provide every candidate with an opportunity to prepare an election address in their/her/his own words and of submitting it to The Union to be distributed to the persons accorded entitlement to vote in the election; and
  - ii. ensure that, so far as reasonably practicable, copies of every election address submitted to it in time are distributed to each of those persons by post along with the voting papers for the election.
2. The Union may determine the time by which an election address must be submitted to it for distribution; but the time so determined must not be earlier than the latest time at which a person may become a candidate in the election.
3. The Union may provide that election addresses submitted to it for distribution—
  - i. must not exceed such length, not being less than one hundred words, as may be determined by The Union, and
  - ii. may, as regards photographs and other matter not in words, incorporate only such matter as The Union may determine.
4. The Union shall secure that no modification of an election address submitted to it is made by any person in any copy of the address to be distributed except—
  - i. at the request or with the consent of the candidate, or
  - ii. where the modification is necessarily incidental to the method adopted for producing that copy.
5. The Union shall secure that the same method of producing copies is applied in the same way to every election address submitted and, so far as reasonably practicable, that no such facility or information as would enable a candidate to gain any benefit from—
  - i. the method by which copies of the election addresses are produced, or
  - ii. the modifications which are necessarily incidental to that method, is provided to any candidate without being provided equally to all the others.
6. The Union shall, so far as reasonably practicable, ensure that the same facilities and restrictions with respect to the preparation, submission, length or modification of an election address, and with respect to the incorporation of photographs or other matter not in words, are provided or applied equally to each of the candidates.
7. The arrangements made by The Union for the production of the copies to be so distributed must be such as to ensure that none of the candidates is required to bear any of the

expense of producing the copies.

8. No-one other than the candidate shall incur any civil or criminal liability in respect of the publication of a candidate's election address or of any copy required for this section's purposes.<sup>15</sup>

#### RULE NO 18: COUNTING OF VOTES ETC BY AN INDEPENDENT PERSON

1. The Union shall ensure that—

i. the storage and distribution of the voting papers for the purposes of the election, and

ii. the counting of the votes cast in the election,

are undertaken by one or more independent persons appointed by The Union.

2. A person is an independent person in relation to an election if—

i. they/she/he is the scrutineer, or

ii. they/she/he is a person other than the scrutineer and The Union has no grounds for believing either that they/she/he will carry out any functions conferred on them/her/him in relation to the election otherwise than competently or that their/her/his independence in relation to The Union, or in relation to the election, might reasonably be called into question.

3. An appointment under this section shall require the person appointed to carry out their/her/his functions to minimise the risk of any contravention of requirements imposed by or under any enactment or any unfairness or malpractice.

4. The duty of confidentiality as respects the register is incorporated in an appointment under this section.

5. Where the person appointed to undertake the counting of votes is not the scrutineer, their/her/his appointment shall require them/her/him to send the voting papers back to the scrutineer as soon as reasonably practicable after the counting has been completed.

6. The Trade Union—

i. shall ensure that nothing in the terms of an appointment under this section is such as to make it reasonable for any person to call into question the independence of the person appointed in relation to The Union,

ii. shall ensure that a person appointed under this section duly carries out their/her/his functions and that there is no interference with their/her/his carrying out of those functions which would make it reasonable for any person to call into question the independence of the person appointed in relation to The Union, and

iii. shall comply with all reasonable requests made by a person appointed under this section for the purposes of, or in connection with, the carrying out of their/her/his functions.

#### RULE NO 19: APPOINTMENT OF INDEPENDENT SCRUTINEER

1. The Union shall, before the election is held, appoint a qualified independent person ("the scrutineer") to carry out—<sup>16</sup>

i. the functions in relation to the election which are required under this section to be contained in their/her/his appointment; and

ii. such additional functions related to the election as specified in their/her/his appointment.

2. A person is a qualified independent person in relation to an election if—

i. they/she/he satisfies such conditions as may be specified for the purposes of their/her/his section by order of the Secretary of State or is personally so specified; and



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- ii. The Union has no grounds for believing either that they/she/he will carry out any functions conferred on them/her/him in relation to the election otherwise than competently or that their/her/his independence in relation to The Union, or in relation to the election, might reasonably be called into question.
3. The scrutineer's appointment shall require them/her/him—
  - i. to be the person who supervises the production of the voting papers and their distribution and to whom the voting papers are returned by those voting;  
to—
  - ii. inspect the register of names and addresses of the members of The Union, or
  - iii. examine the copy of the register as at the relevant date which is supplied to them/her/him
  - iv. whenever it appears to them/her/him appropriate to do so and
  - v. to take such steps as appear to them/her/him to be appropriate for the purpose of enabling them/her/him to make their/her/his report,
  - vi. to make their/her/his report to the Trade Union as soon as reasonably practicable after the last date for the return of voting papers; and
  - vii. to retain custody of all voting papers returned for the purposes of the election and the copy of the register supplied to them/her/him
  - viii. until the end of the period of one year beginning with the announcement by The Union of the result of the election; and
  - ix. if within that period an application is made (complaint of failure to comply with election requirements), until the Certification Officer or the court authorises them/her/him to dispose of the papers [or copy].
4. The conditions are—
  - i. that a request that the scrutineer inspect the register or examine the copy is made to them/her/him during the appropriate period by a member of The Union or candidate who suspects that the register is not, or at the relevant date was not, accurate and up-to-date, and<sup>17</sup>
  - ii. that the scrutineer does not consider that the suspicion of the member or candidate is ill-founded.
5. "The appropriate period" means the period—
  - i. beginning with the first day on which a person may become a candidate in the election or, if later, the day on which the scrutineer is appointed, and
  - ii. ending with the day before the day on which the scrutineer makes their/her/his report to the Trade Union.
6. The duty of confidentiality as respects the register is incorporated in the scrutineer's appointment.
7. The Union shall ensure that nothing in the terms of the scrutineer's appointment (including any additional functions specified in the appointment) is such as to make it reasonable for any person to call the scrutineer's independence in relation to The Union into question.
8. The Union shall, before the scrutineer begins to carry out their/her/his functions, either—
  - i. send a notice stating the name of the scrutineer to every member of The Union to whom it is reasonably practicable to send such a notice, or
  - ii. take all such other steps for notifying members of the name of the scrutineer as it is the practice of The Union to take when matters of general interest to all its members need to be brought to their attention.

9. The Union shall—

- i. supply to the scrutineer as soon as is reasonably practicable after the relevant date a copy of the register of names and addresses of its members as at that date, and
- ii. comply with any request made by the scrutineer to inspect the register.

10. Where the register is kept by means of a computer the duty imposed on The Union is either to supply a legible printed copy or (if the scrutineer prefers) to supply a copy of the computer data and allow the scrutineer use of the computer to read it at any time during the period when he is required to retain custody of the copy.

11. The Union shall ensure that the scrutineer duly carries out their/her/his functions and that there is no interference with their/her/his carrying out of those functions which would make it reasonable for any person to call the scrutineer's independence in relation to The Union into question.

12. The Union shall comply with all reasonable requests made by the scrutineer for the purposes of, or in connection with, the carrying out of their/her/his functions.

13. In this section "the relevant date" means—

- i. where The Union has rules determining who is entitled to vote in the election by reference to membership on a particular date, that date, and<sup>18</sup>
- ii. otherwise, the date, or the last date, on which voting papers are distributed for the purposes of the election.

#### RULE NO 20: SCRUTINEER'S REPORT

1. The scrutineer's report on the election shall state—

- i. the number of voting papers distributed for the purposes of the election,
- ii. the number of voting papers returned to the scrutineer,
- iii. the number of valid votes cast in the election for each candidate,
- iv. the number of spoiled or otherwise invalid voting papers returned and
- v. the name of the person (or of each of the persons) appointed or, if no person was so appointed, that fact.

2. The report shall also state whether the scrutineer is satisfied—

- i. that there are no reasonable grounds for believing that there was any contravention of a requirement imposed by or under any enactment in relation to the election,
- ii. that the arrangements made (whether by them/her/him or any other person) with respect to the production, storage, distribution, return or other handling of the voting papers used in the election, and the arrangements for the counting of the votes, included all such security arrangements as were reasonably practicable for the purpose of minimising the risk that any unfairness or malpractice might occur, and
- iii. that they/she/he has been able to carry out their/her/his functions without such interference as would make it reasonable for any person to call their/her/his independence in relation to The Union into question; and if they/she/he is not satisfied as to any of those matters, the report shall give particulars of their/her/his reasons for not being satisfied as to that matter.

3. The report shall also state whether the scrutineer—

- i. has inspected the register of names and addresses of the members of The Union, or
- ii. has examined the copy of the register as at the relevant date which is supplied to them/her/him,
- iii. if they/she/he has, whether in the case of each inspection or examination they/she/he was acting on a request by a member of The Union or candidate or at

their/her/his own instance,

iv. whether they/she/he declined to act on any such request, and

v. whether any inspection of the register, or any examination of the copy of the register, has revealed any matter which they/she/he considers should be drawn to the attention of The Union in order to assist it in securing that the register is accurate and up-to-date, but shall not state the name of any member or candidate who has requested such an inspection or examination.

4. Where one or more persons other than the scrutineer are appointed the statement included in the scrutineer's report shall also indicate—

i. whether they/she/he is satisfied with the performance of the person, or each of the persons, so appointed, and

ii. if they/she/he is not satisfied with the performance of the person, or any of them, particulars of their/her/his reasons for not being so satisfied.

5. The Union shall not publish the result of the election until it has received the scrutineer's report.

6. The Union shall within the period of three months after it receives the report either—

i. send a copy of the report to every member of The Union to whom it is reasonably practicable to send such a copy; or

ii. take all such other steps for notifying the contents of the report to the members of The Union (whether by publishing the report or otherwise) as it is the practice of The Union to take when matters of general interest to all its members need to be brought to their attention.

7. Any such copy or notification shall be accompanied by a statement that The Union will, on request, supply any member of The Union with a copy of the report, either free of charge or on payment of such reasonable fee as may be specified in the notification.

8. The Trade Union shall supply any member of The Union who makes such a request and pays the fee (if any) notified to them/her/him.

#### **RULE NO 21: DISSOLUTION**

1. The Union shall not be dissolved except with the sanction of the Registrar and a special conference summoned for the purpose. At this Conference not less than two-thirds (2/3) of the eligible membership shall be present/participate and voting shall be in the affirmative by at least a two-thirds (2/3) majority.

2. In the event of The Union being dissolved, all debts and liabilities incurred on behalf of The Union shall be discharged, and the remaining funds, if any, divided among the members.

3. Upon completion of the said process, The Union shall be dissolved.<sup>20</sup>

#### **RULE NO 22: LIABILITY**

1. Members are prohibited from incurring debt on behalf of The Union. In the event of The Union being dissolved, as previously stated all outstanding debts and liabilities incurred on behalf of The Union shall be discharged, and the remaining funds, if any, divided among the members unless the members when voting for dissolution shall have resolved to the contrary. In the event of dissolution, The Union would be absorbed by another Trade Union.