



## **FIRE AND RESCUE SERVICES ASSOCIATION**

### **RULE BOOK**

#### **1. TITLE**

The organisation shall be called the Fire and Rescue Services Association - (*thereafter known as the* Association)

#### **2. REGISTERED OFFICE**

The Head Office shall be at Firefighter House, Station Road, Attleborough, Norfolk NR17 2AS.

#### **3. OBJECTIVES**

The objectives for which the Association is established are to:-

- i) Maintain and improve the conditions of service of members by regulating the relations between them and their employers and by representing them on such appropriate bodies as may from time to time be set up.
- ii) Protect, promote and represent the interests of its members and provide a channel whereby they can express their opinion.
- iii) Promote the efficiency and status of the Fire and Rescue Service (*hereafter called the FRS*).
- iv) Establish liaison with other bodies on matters of common interest where this is consistent with the objects of the Association
- v) Make representations to Fire and Rescue Authorities, prominent stakeholders and Government departments.
- vi) Promote, or assist in securing legislation in the occupational interests of members.
- vii) To establish and maintain a professional working relationship between the Association and employers' organisations including central and local government on behalf of its members, and to represent the interests of members on the National Joint Council and such other bodies as may be necessary.
- viii) To be completely free of all or any political influence, domination or affiliation.
- ix) Strike Action. Fire and other emergencies do not recognise strike action; therefore members of the Association do not strike.
- x) Closed shop. The closed shop denies a worker freedom of choice to join any employee representative group to which to belong to, and can deny him/her the

right to work. The Association is therefore against the closed shop in the Fire and Rescue Service.

#### **4. MEMBERSHIP**

- a) Membership of the Association shall be open to all employees of the Fire and Rescue Service and such other emergency and support services as the Executive Board may from time to time determine as being eligible for membership who support and continue to support the values and objectives of the Association.
- b) An application for membership shall be made to the Head Office of the Association and, upon receipt of the application form and subscription, the applicant will be allocated to the appropriate branch.
- c) The Applicant's name and address and the Branch to which he/she is assigned shall be entered in the register of members maintained at Head Office.
- d) It shall be the duty of every member to promote the objectives of the Association as far as is within his or her power and to abide by the Rules of the Association
- e) A member or associate member may resign his/her membership by giving two months' notice in writing to the Chief Executive Officer(CEO) and clearing all subscriptions due for the period of notice.
- f) The Executive Board may suspend or terminate the membership of any member who is in serious breach of the Rules, or whose conduct is such as to bring the Association into disrepute, subject to the member's right of appeal to the Appeals Committee of the Association in accordance with Annex B Rule 8.

#### **5. ASSOCIATE MEMBERS**

- a) Associate membership shall be open to all full members who have left or retired from the Fire and Rescue Service or who are unable to continue to participate as full members.
- b) Admittance or transfer to Associate membership shall be made on payment of the appropriate subscription. Associate members may attend national meetings subject to invitation and the provisions of these Rules. They may attend meetings of their former Branch at the invitation of the Branch and shall receive such membership services as are authorised by the Executive Board.

#### **6. HONORARY MEMBERS**

The Executive Board may honour any person whose activities on behalf of the Association or of the Fire and Rescue Service merit it, by electing such person to honorary membership. Honorary members will pay no subscription but may attend national meetings subject to invitation and the provisions of these Rules. They may attend meetings of their former Branch at the invitation of the Branch. In the case of a member being granted honorary membership for services rendered to the Association while still being eligible for full membership, all the benefits of full membership shall continue until eligibility for full membership ceases.

## 7. SUBSCRIPTIONS

The subscription rates shall be determined annually as follows:

- a) The membership subscription rate for all members shall be determined at the Annual General Meeting of the Executive Board.
- b) The annual subscription of associate members shall be one half that of full members.
- c) The annual subscription of members who hold another full-time local authority fire service post will be an additional 50% of the full member's rate.
- d) Subscriptions will be paid by means acceptable to the Association including direct debit, check-off, or annual cheque.
- e) Any change in the rate of subscription will be agreed by the Executive Board giving three months' notice to all paying members.

## 8. ARREARS

- a) It shall be the duty of every member to see that their subscriptions are paid in accordance with Rule 6.
- b) Where authorised arrangements have been made to allow for periodic remittances the subscriptions shall be deemed to be in arrears if a remittance is overdue by two months or more.
- c) While a member's subscription is in arrears a member shall not be entitled to the benefits and privileges of membership nor be eligible to hold, or continue to hold, any office in the Association nor be able to act as an unelected representative of the Association.
- d) A notice of arrears of subscription shall be sent by the National Finance Officer (NFO) to the last known address of the member, which shall state a date by which the arrears must be cleared, indicating that failure to do so will result in termination of membership from that date. Should a member fail to clear the arrears by the date stated, the NFO shall notify the member in writing that their membership has been terminated.
- e) A person whose membership has been terminated under Rule 9, may apply to the CEO for re-admission to membership and the CEO may impose appropriate conditions of re-entry and a re-entry fee. Any special re-entry fee imposed shall not exceed the amount of monies which would have been paid by the former member had they maintained continuous membership. The conditions of re-entry shall be as are consistent with the Rules of the Association.
- f) Any former member seeking re-admission may, if their application is rejected or if they are dissatisfied with the terms, make application to the CEO in writing for an appeal to be heard by the Executive Board. The CEO shall refer any such appeal to the Executive Board, whose decision shall be final.

## 9. TERMINATION OF MEMBERSHIP

- a) The CEO shall have the delegated authority to terminate the membership of any member who is in arrears with their subscriptions in accordance with Rule 7(e).
- b) The CEO shall also have delegated authority to terminate the membership of any member who is in serious breach of the Rules or whose conduct is such as to bring the Association or any of its officials into disrepute, subject to the member's right of appeal.
- c) Upon resignation or termination of membership a member forfeits all rights and title to the funds and property of the Association.
- d) Discipline Rules are contained in Annex 'B' of these Rules.

## 10. FRSA ORGANISATION AT LOCAL LEVEL

- a) A branch of the Association shall be composed of all the members of the Association serving in a fire and rescue authority area, or any combination of any fire and rescue authority areas, as may from time to time be determined by the Executive Board. A Branch may also comprise of all members serving at a central fire and rescue service related establishment.
- b) A Branch shall hold such meetings as may be necessary at the discretion of the Branch Chair and/or Secretary.
- c) Annually the Branch shall hold elections for the offices of Chair, Secretary, Safety Representatives and such other offices as may be authorised by the Executive Board. These elections will be undertaken by a method of voting from the Branch membership of attendees at the Branch AGM on the premise of one member, one vote. In the event of a tie, the CEO will have the final decision.

## 11. DUTIES OF BRANCHES AND BRANCH COMMITTEES

It shall be the duty of the Branches to:-

- i) Consider all matters of concern to their membership as a whole or part thereof and to reach decisions on these matters.
- ii) Conduct negotiations and consultations on behalf of their membership with the Chief Fire Officer (or nominated Principle Officer) and the employing Authority or PCC and to make necessary representations. A negotiating/consultation committee may be formed from within the Branch for these purposes.
- iii) Comply with the decisions and directions of the Executive Board.
- iv) Keep the Executive Board informed of the matters dealt with by the Branch. A copy of the minutes of each Branch meeting shall be sent to the CEO.

## **12. DUTIES OF BRANCH OFFICIALS**

### **a) Branch Chair**

The Chair of the Branch shall preside at all meetings of members of the Branch when present and shall conduct these meetings in accordance with Branch standing orders. The Chair shall be responsible for ensuring that the Branch functions in accordance with the Rules of the Association and may instruct the Branch Secretary to summon a meeting of the members of the Branch whenever it is deemed necessary.

### **b) Branch Secretary**

The Branch Secretary shall be the medium of communication between the members of the Branch and the Executive Board. The Branch Secretary shall act in accordance with any instructions given by the National Officials or the Executive Board and perform any other duties expressly assigned to the Branch Secretary by these Rules. The Branch Secretary shall convene all meetings of the Branch by giving not less than 7 days' notice in writing to all members eligible to attend. Such notice shall include details of the date, time and place of the meeting and an indication of the business to be discussed. Where elections are to be held for Branch Officials, the Branch Secretary shall invite nominations in the notice convening the meeting. The Branch Secretary shall attend all meetings of the Branch and take the minutes.

## **13. REGIONAL ORGANISATION**

- a) Branches shall, where appropriate, be organised in regions, for the purpose of holding regional meetings. The areas of which shall be decided from time to time by the Executive Board.

## **14. EXECUTIVE BOARD**

- a) The Executive Board shall be composed of the President, Vice President, the Chief Executive Officer, National Finance Officer and Nominated Local Officials.
- b) The President of the Association shall be the Chair of the Executive Board. A Vice President shall deputise in absence of the Chair.
- c) The existence of any vacancy in the membership of the Executive Board shall not invalidate its proceedings.
- d) The Executive Board shall meet when necessary at the discretion of the Chair. Meetings shall be convened by the CEO on the instructions of the Chair, by written notice to all those eligible to attend, such notice to include date, time and place of the meeting together with a note of the business to be conducted. The notice shall be sent not less than seven days before the meeting, but in special circumstances the Chair may call a meeting at short notice, such notice not being less than 24 hours, as he may consider appropriate.
- e) Any proposal to amend the constitution of the Executive Board must receive the assent of the membership by a method deemed appropriate or a National Meeting called for that purpose in accordance with the procedures specified at Rule 31 for changing or amending the Association's rules.

## 15. DUTIES OF THE EXECUTIVE BOARD

- a) To carry out the day-to-day administration of the Association and oversee any functions of the Board that may have been devolved to the CEO, other individuals or groups.
- b) The management of the Association and the control and disposal of its funds and properties shall be vested in the Executive Board. The Executive Board may, from time to time, create sub-groups to undertake specific functions. The Executive Board may devolve specific powers and authority to such sub-groups via written terms of reference, as necessary for discharging the functions of the sub-group.
- c) The Executive Board shall have full power to act as it deems best in the interests of the Association in such a manner as it considers most effective to carry out such policies of the Association as laid down from time to time at a National Meeting and shall take all possible steps to carry out the objectives of the Association notwithstanding that a ballot of members will be taken before committing them to industrial action.
- d) A report of the activities of the Executive Board and the audited statement of accounts shall be prepared by the NFO and presented at the AGM of the Executive Board.

## 16. APPOINTMENT AND RESPONSIBILITIES OF PRESIDENT AND VICE-PRESIDENTS

### Appointment

- a) Once in every two years the Executive Board shall elect or re-elect: -
  - i) The President
  - ii) Vice-President
- b) Casual vacancies occurring for the above positions shall be filled by election within the Executive Board.
- c) To be eligible for nomination for the post of President or Vice President, members must be currently serving and have completed not less than one-year's service as a member of the Executive Board.

#### d) **President**

The President shall convene and preside at all Executive Board Meetings and shall conduct it in accordance with national meeting standing orders. When absent a national meeting shall be presided over by a Vice-President. The President shall represent the Association in such a manner and with such representative powers as shall be decided from time to time by the Executive Board. The President shall have the right to attend any meeting called by the Association.

#### e) **Vice-Presidents**

The Vice-President of the Association shall act as deputies to the President and in the absence of the President, shall be responsible for carrying out the President's duties as may be determined by the Executive Board. Vice Presidents shall have the right to attend any meeting called by the Association.

## **17. NATIONAL MEETINGS**

- a) The precise date, time and venue of a national meeting shall be determined by the Executive Board. Reasonable notification of the meeting shall be conveyed to the membership by the CEO by means of written correspondence to Branch Secretaries stating the time, date and place of the meeting.
- b) Any member may attend a national meeting as a visitor, subject to the limitations of the venue and provided that application to attend is made to the CEO in writing within a reasonable time. Participation in debates at a national meeting is however, restricted to Branch delegates, Executive Board members and National Officials.
- c) Every Branch of the Association shall be entitled to send at least one delegate to a meeting. A payment towards the expenses incurred by such delegates in attending the meeting shall be made, the amount payable to be determined by the Executive Board from time to time. Full-time Officials and staff shall also have a payment towards their expenses made in the same manner.
- d) It will be for a Branch to decide who shall represent them at the national meeting.
- e) Where appropriate, and within a reasonable time, the CEO may invite Branches, or the Executive Board, to submit motions that they consider important for the Agenda of a national meeting.
- f) Only those members attending as Branch delegates, or as an Executive Board Member, shall be entitled to vote at a national meeting.
- g) A national meeting shall be convened by the CEO on receipt of a resolution from the Executive Board, calling for such a meeting, or upon receipt of a requisition signed by not less than 250 full members and specifying the purpose for which the meeting is called.

## **18. FULL-TIME OFFICIALS AND STAFF**

- a) The national officials of the Association shall be the Chief Executive Officer (CEO) and the National Finance Officer (NFO) and such other officials as the Executive Board may deem necessary from time to time.
- b) The post of CEO shall be occupied by a person appointed in accordance with the Association rules.
- c) Upon a vacancy occurring for the post of CEO, the President shall make arrangements for the post to be suitably advertised on such conditions of employment as may be agreed by the Executive Board. Responsibility for the conduct of the selection process shall rest with the Executive Board which may discharge this responsibility via a sub group created for that specific purpose with delegated authority to make recommendations for appointment to the Executive Board.
- d) The Executive Board may appoint or remove the national officials on such terms as it may approve.

- e) The CEO shall appoint such additional paid staff considered necessary within such a policy as is agreed with the Executive Board from time to time.
- f) The NFO shall:-
  - i) Keep a register of members which shall include names, joining dates, addresses, subscriptions paid, and any other particulars which the Executive Board may deem necessary.
  - ii) Take the minutes of meetings of the Executive Board and record any resolutions or vote.
  - iii) Keep proper accounting and administration records and annually prepare a statement of accounts to show the income and expenditure for the preceding financial year together with the assets and liabilities of the Association at the close of that year.
- g) The CEO will also carry out such duties as are assigned by these Rules and shall be responsible to the Executive Board for conducting the affairs of the Association in accordance with their directives.
- h) National officials shall attend all meetings appropriate to their duties.

## **19. TRUSTEES**

There shall be no fewer than two trustees of the Association in whom the property and funds of the Association shall be vested. The trustees shall be nominated and elected by the Association at an Executive Board meeting and shall hold office for a period of two years when re-election will take place. They may be removed from office at any time by a majority vote of the Executive Board. In the case of a vacancy, the Executive Board may appoint a substitute to hold office until the next appropriate board meeting.

## **20. ACCOUNTS AND AUDIT**

- a) The statement of accounts prepared by the NFO in accordance with these Rules shall be submitted for audit.
- b) The auditors, who shall be qualified in accordance with current statutory requirements, shall be appointed by the Executive Board. The auditors may also be removed by the Executive Board.
- c) The accounting records of the Association and the Register of members shall be open to inspection by a member on three weeks' notice being given in writing to the CEO.

## **21. FUNDS AND INVESTMENTS**

- a) The Executive Board shall have power to open such bank accounts as it deems necessary from time to time.
- b) The funds of the Association shall be under the complete control of the Executive Board in which shall be vested the responsibility for their application and investment in pursuance of the objects of the Association.



- c) Any surplus funds of the Association shall be invested on the instructions of the Executive Board in the names of the Trustees, in such a way as the Executive Board deem fit.

## 22. GENERAL FUNDS

There shall be a General Fund from which all payments by the Association shall be made and to which all income from subscription shall be allocated.

## 23. LEGAL ASSISTANCE

The Association will arrange legal representation for fully paid up members through its solicitors in relation to claims or matters arising during the course of their employment within the Fire and Rescue Service, including official drill and training and will indemnify members against any liability to pay legal costs in relation to this legal support.

## 24. TIME LIMITS

- a) It is the responsibility of the Association to advise all members of the requirement to inform the Association of any incident, accident or injury however minor which they have sustained using the Incident Report Form (IRF) within 60 days of the occurrence.
- b) Completed IRF forms will be stored securely until such time as an expectation of assistance from the Association is requested and the information will be required.
- c) Many incidents or occurrences do not result in the need for representation or legal assistance in the early stages, this rule acknowledges the fact that what may at first sight appear to be a low key incident with no impact can escalate at a later stage.
- d) Requests for legal support in respect of claims for personal injury or claims arising out of a death must be made to the CEO who will, at his discretion, instruct solicitors on the member's behalf. Those solicitors will consider the claim, in conjunction with the CEO, and will then decide whether the claim should proceed as a Conditional Fee Agreement backed by the **Association**. If the claim does proceed on that basis the **Association** will indemnify the member against all liabilities to pay costs, so that the member will not have to pay anything towards his own legal costs or any costs of his/her opponent.
- e) Requests for legal support in respect of any other claim or matter must also be made to the CEO who will, at his/her discretion, instruct solicitors on the member's behalf. Those solicitors will consider the claim or matter and advise the CEO about the member's prospects of success and the likely overall costs involved. Having received that advice, the CEO will decide, using their discretion, whether or not the Association will provide legal support to the member in relation to the claim or matter and if so to what extent, and the CEO will inform the member of the decision. If the claim or matter does proceed with legal support, the Association will indemnify the member against all liabilities to pay costs while in receipt of and to the extent of the legal support, so that the member will not have to pay anything towards his/her own legal costs or any costs of his opponent during the period of legal support.

- f) The legal support and the indemnity against costs applies only to cases which the CEO, on the advice of their solicitors, consider to have reasonable prospects of success. The Association reserves the right to withdraw legal support and its indemnity if the CEO considers that the prospects of success do not justify the continuation of the support and the indemnity, or where a member rejects the advice given by the Association or its solicitors. Members may appeal to the Executive Board if the CEO withdraws support under this rule, and its decision will be final.
- g) Any damages recovered will be the property of the Association member. Any costs recovered from an opponent will be the property of the Association or of its solicitors. The member agrees to give the Association's solicitors any assistance they reasonably require in recovering costs from their opponent.
- h) In all cases where the Association has fought and won a case on behalf of a member and in so doing incurred recoverable costs from the other side, any of those costs which are recoverable become the property of the Association. The member is entitled to keep the whole of the compensation won by the Association plus all out-of-pocket expenses, which have formed part of the settlement.
- i) Where a member is in need of legal support by the Association, the CEO will have discretion as to whether to provide this support if he has reasonable grounds to suppose the incident giving rise to the need arose before the member joined the Association.
- j) Where a member is in receipt of legal support by the Association, the member must maintain Full Membership to qualify for continued legal support. Should a member fail to maintain his subscription they will be deemed out of benefit as per Rule 7 and legal support will be withdrawn at the discretion of the CEO.

## **25. ACCIDENTAL INJURY, ILLNESS AND DEATH INSURANCE**

- a) Paid up serving members of the Association are eligible, on payment of an additional monthly subscription, to access the full range of protection as set out in the 'SCHEDULE OF BENEFITS' details of which are available to members on request.

## **26. REMOVAL FROM OFFICE**

All voluntary Officers and Officials of the Association, duly elected or appointed in accordance with these Rules shall be entitled to serve for their full term of office. The CEO shall have power to suspend any voluntary Officer or Official for alleged conduct prejudicial to the interests of the Association if he/she deems it necessary on the evidence available. The suspension shall be immediately reported to the Executive Board who may decide to appoint a temporary officer or official to act in place of the suspended officer or official. The Executive Board shall invite the suspended officer or official to refute the allegations of conduct prejudicial to the interests of the Association and shall meet for a hearing of the case to which all affected parties may send a representative. The hearing shall be held within 21 days of the day the suspension commenced and the suspended officer or official shall be entitled to be present and to put their case. At the conclusion of the hearing the Executive Board shall deliberate in private and advise the CEO of their findings and decision. The Executive Board

shall have the power to remove the officer or official from office. The CEO shall communicate the findings and decision to the suspended officer or official.

## **27. COMPLAINTS BY MEMBERS**

- a) Any member who wishes to make a complaint that action contrary to these Rules has been taken by the Association, or by any official of the Association may make a complaint in writing to the CEO who shall send him/her a written reply within 21 days.
- b) Should the member still be dissatisfied, the matter must be laid before the Executive Board at its next scheduled meeting whenever that may be, when the member may make their complaint in person or failing that, the matter may be decided on the basis of his/her written submission.
- c) A written statement of the findings, resulting from the hearing shall be sent to the member by the CEO within 21 days of the board's decision.

## **28. LIABILITY OF MEMBERS**

No member of the Association shall incur any liability beyond the amount of his/her subscription and every member and officer or employee of the Association shall be indemnified by the Association against all costs, losses and expenses which any such member, officer or employee may incur or become liable for in any way in the execution of his/her office, except the same shall be occasioned by his/her own wilful act or default; provided that this shall not give him/her the right to be indemnified by any other member or members, but only out of the funds of the Association, and none of the said members, officers or employees shall be answerable for any act or default or any other of them, or for joining in receipts for the sake of conformity, or for any loss, misfortune or damage which may happen in the execution of his/her office, or in relation therein, except the same shall happen by his/her own wilful act or default.

## **29. INDUSTRIAL ACTION**

- a) No member and no National Official is empowered to authorise or endorse any form of Industrial Action whatsoever. Only a quorum of the Executive Board is empowered to authorise any form of Industrial Action by members of the RFU, provided the Executive Board has obtained the support of a majority of voting members who would be affected by such action not more than four weeks prior to the Executive Board making its decision, and the action is confined to FRS employers.
- b) All industrial action must be undertaken in accordance with trade union law, including an independently verified ballot.

## **30. POLITICAL FUND**

The Association is not affiliated to and does not support any political party.

### **31. CO/FIRST RESPONSE**

The Association fully supports its paid up members who undertake Co/First Response as part of the range of duties they perform within their employment as operational personnel and as such they shall receive the full range of legal support as applies to any other duty.

### **32. INTERPRETATION OF THE RULES**

The Executive Board shall have power to determine any question that may arise concerning the interpretation of any part of these Rules and to determine any question whereon the Rules are silent.

### **33. NEW RULES OR ALTERATION OF RULES**

- a) Proposals for New Rules, or the alteration of existing Rules, may be agreed by the Executive Board as and when it deems it necessary. In addition, the Executive Board will annually review the Rules to ensure they remain fit for purpose in the Association's objectives stated in Rule 3.

### **34. EXCLUSIONS FROM HOLDING OFFICE**

No member of the Association who holds office in any other employee representative organisation or political organisation may stand for office in the Association without first declaring any other pertinent employee representative organisation or political interest.

### **35. WINDING UP**

- a) The Association may be dissolved only at a General Meeting of members, the convening notice for which shall indicate that the question of dissolution is to be discussed. A motion to dissolve the Association shall be carried only if not less than two-thirds of those members present shall vote in favour.
- b) No part of any excess of receipts or expenditure shall in any circumstances, either during the existence of the Association or upon its termination be divisible among the members or receivable by them as profit. No funds of the Association shall be paid to any member with the exception of remuneration for work done and for reimbursement of sums paid on the Association's behalf. On winding up or dissolution or termination of the Association, all surplus funds after payment of its debts and liabilities shall be paid and handed over to the Firefighters Charity or any other fund obviously and undoubtedly charitable.

**ANNEX (A)****BALLOT RULES****1. BALLOTS**

- (a) Ballots executed by the Association shall be conducted in accordance with current legislation governing the mechanism and conduct of ballots by a trade union. Revisions to such legislation shall supersede these rules where statute determines at that alternative, more effective or efficient arrangements are permissible.

**2. PREPARATION OF BALLOT PAPERS**

- (a) The Executive Board shall cause to be prepared a number of ballot papers sufficient for holding a ballot on the question to be determined in accordance with these Ballot Rules.
- (b) Every such ballot paper shall be stamped with the stamp or seal of the Association or marked with some other mark capable of authenticating that particular ballot paper.
- (c) No ballot paper shall be used for voting which is not so stamped or marked.

**3. CONTENTS OF BALLOT PAPERS**

Every ballot paper shall include the following:-

- (a) a statement that the method of voting is by the marking of the ballot paper in the boxes provided and that the member voting should not sign or make any other mark on the ballot paper because otherwise the vote will not be counted;  
*and*
- (b) a direction to the member as to where the envelope provided is to be sent and the date by which the envelope is to reach the destination in order for the vote to be counted.

**4. MARKING OF BALLOT PAPERS**

- (a) Nothing shall be written or printed and no mark shall be made on any part of any ballot paper or envelope or inserted in any envelope except as provided in these rules and in particular nothing shall be marked or indicated on any ballot paper or envelope or inserted in any envelope by any person which can in any way identify the member voting.
- (b) Any contravention of this rule by a member voting shall render the ballot paper invalid and the vote shall not be counted.

## **5. VOTING IN SECRET**

The ballot shall be conducted so as to secure that (as far as is reasonably practicable) those voting do so in secret.

## **6. ONE VOTE**

No member shall be entitled to more than one vote.

## **7. VOTING WITHOUT INTERFERENCE AND AT NO COST**

Every member who is entitled to vote in the ballot on the question to be determined (as provided in the Rules of the Association) shall:-

- (a) be allowed to vote without interference from, or constraint imposed by the Association or any of its members, officials or employees; and
- (b) so far as is reasonably practicable, be enabled to do so without incurring any direct cost to themselves.

## **8. MEANS, TIME AND PLACE OF VOTING**

So far as is reasonably practicable every member who is entitled to vote in the ballot on the question to be determined shall be sent a ballot paper by post and given a convenient opportunity to vote by post.

## **9. DATE OF COUNTING**

The Executive Board shall decide the date on which the counting of votes will begin.

## **10. NOTICE**

- (a) Notice shall be published in such a manner whether in the official Journal of the Association or otherwise as notices are usually given by the Association to the members, that a ballot will take place on the question to be determined.
- (b) The notice shall specify the question to be determined and also, as appropriate: -
  - (i) the date by which the ballot papers will be sent to members (as determined under Rule 11 of these Ballot Rules);
  - (ii) the date before which the ballot papers returned by post must reach Head Office (under Rule 15 of these Ballot Rules).

## **11. DATE OF SENDING OUT BALLOT PAPERS**

The Executive Board shall decide the date by which the ballot papers shall be sent to the members, which shall be not less than three weeks before the date on which the counting of votes will begin.

**12. VOTING PAPER AND ENVELOPE**

The Executive Board shall secure that every member shall have sent to them, at their proper address and by post, and (unless Rule 13 of these Ballot Rules apply) by the date determined under Rule 11 of these Ballot Rules.

**13. LATE DELIVERY OF BALLOT PAPER**

Where in any particular circumstances relating to any member, it is not, or it is no longer, reasonably practicable for them to be sent a ballot paper and envelope by the date determined under Rule 11 of these Ballot Rules, a ballot paper and envelope shall be sent to them under Rule 12 of these Ballot Rules as soon as is reasonably practicable after that date so as to give them a convenient opportunity to vote by post.

**14. CHECKLIST OF NAMES**

The name of each member to whom a voting paper is sent shall be checked off or recorded in a list or other record of members.

**15. RETURN OF BALLOT PAPERS**

Every member who desires to vote must return their ballot paper by post (duly marked an in the envelope provided) to arrive at Head Office before the date on which the counting of votes is to begin, and the CEO shall secure that such envelopes are placed unopened (as and when received) in a locked receptacle and are so retained until the time fixed for the counting of the votes.

**16. FAIR AND ACCURATE COUNTING**

The ballot shall be conducted so as to secure that the votes given in the ballot are fairly and accurately counted (any inaccuracy in counting being disregarded for the purposes of this rule if it is accidental and on a scale which could not affect the result of the ballot).

**17. SCRUTINEERS**

- (a) The Executive Board shall appoint three persons who are not members of the Executive Board, to be Scrutineers and, at the date and time appointed for the counting of votes, the Scrutineers shall supervise the destruction of any ballot papers at Head Office which have not been used for voting, the opening of the packets and envelopes received under Rule 15 of these Ballot Rules, and the counting of the votes
- (b) No persons shall be present at the count other than the Scrutineers, those acting under their supervision, and the CEO and as many members of the Executive Board as wish to attend.

**18. REJECTION OF BALLOT PAPERS**

The Scrutineers, or a majority of them, shall decide whether any ballot paper shall be rejected as being invalid under Rule 3 of these Ballot Rules, and shall immediately separate any ballot paper so rejected and mark it 'rejected'.

## **19. INFORMING MEMBERS OF RESULTS**

As soon as practicable after the ballot the CEO shall take such steps as are reasonably necessary to ensure that all persons entitled to vote in the ballot on the question to be determined are informed of:-

- (a) the number of votes cast;
- (b) the number of votes rejected;
- (c) except where the ballot was conducted to determine an election, the number of votes given for and against the question to be determined;

## **20. DEPOSIT OF BALLOT PAPERS IN A SECURE PLACE**

The Executive Board shall secure that the ballot papers which have been counted and those which have been rejected are respectively placed in sealed parcels which are then deposited in a secure place and kept so deposited for at least 12 months and that the lists or other records of members used for the ballot are also kept available for at least 12 months.

## **21. INTERPRETATION**

- (a) "ballot paper" means a ballot paper in the form required by Rules 1 and 2 of these Ballot Rules.
- (b) "post" means a postal service provided by the Post Office or other authorised and widely used postal service.
- (c) "proper address" in relation to any member means his home address or any other address which he has requested the Association in writing to treat as his postal address.



**ANNEX (B)****DISCIPLINE****1. DEFINITIONS**

In these disciplinary rules:

- (a) "the Appeal Committee" means the appeal committee appointed from time to time by the Executive Board comprising of three persons drawn from the Executive Board (none of whom shall have formed part of the Appointed Committee);
- (b) "the Appointed Committee" means the committee before whom it is determined (pursuant to Section 3(b) of this annex) the hearing shall take place;
- (c) "Proper Address" means (in relation to any member) their home address or any other address which they had requested the Association (in writing) to treat as their postal address.

**2. INVESTIGATION BY EXECUTIVE BOARD**

- (a) The Executive Board may resolve to investigate the conduct of any member who appears to be in breach of any Association Rule or appears (in the opinion of the Executive Board) to have acted contrary to the interests of the Association.
- (b) If the Executive Board so resolves, the CEO will then carry out a preliminary investigation and will immediately notify the member whose conduct is being investigated of the Executive Board's decision and of the reason for that decision.

**3. LAYING OF CHARGES**

- (a) At the conclusion of the investigation the CEO will report to a specially appointed sub-council of three members of the Executive Board who will determine whether to lay formal charges.
- (b) If the sub-committee resolves to lay a charge under Section 3 of this annex, it will in its absolute discretion (but having regard also to the severity of the charge) determine whether the hearing of the charge shall take place before the remaining members of the Executive Board or before a further specially appointed sub-committee consisting of five members (none of whom shall have been members of the sub-committee referred to in Section 3(a) of this annex).

**4. NOTIFICATION**

- (a) The CEO shall immediately notify the member in writing of the charge(s), the grounds of the charge(s), the penalties which may be imposed, and the date when the charge(s) will be heard which will be at least fourteen days after the date of the notice.
- (b) The notice under Section 4(a) of this annex shall be sent to the member at their Proper Address by registered post.

## 5. HEARING

- (a) The charge(s) against the member shall be brought either by the CEO or by one of the members of the sub-committee which resolved to bring the charge(s).
- (b) The member shall have the right to be represented by another member at the hearing and to call their own witnesses and cross examine the witnesses giving evidence against him.
- (c) If the member fails to attend, the Appointed Committee may proceed to deal with the matter in the member's absence.

## 6. NOTIFICATION OF DECISION

- (a) If the Appointed Committee by a majority find that the member is guilty of one or more charges it may impose one or more of the penalties provided in Section 7 of this annex.
- (b) The member will be advised of the decision of the Appointed Committee by written notice sent to their Proper Address by registered post and the notice will advise the member of the right of under Section 8 of this annex.

## 7. SANCTIONS

The sanctions which may be imposed are as follows:-

- (a) A reprimand,
- (b) Suspension from holding any office or any representative position within the Association for a stated period,
- (c) Expulsion from Association membership.

## 8. APPEAL TO THE APPEAL COMMITTEE

- (a) There shall be a right of appeal against a finding of guilty or a penalty imposed from the decision of the Appointed Committee to the Appeal Committee provided written notice of the appeal is received by the CEO within twenty eight days of the date upon which the Appointed Committee's decision is sent to the member.
- (b) The CEO shall notify the member of the date of the hearing before the Appeal Committee which will be at least fourteen days after the date of the notice.
- (c) The Appeal Committee hearing shall (in the event of an appeal against a finding of guilty) be by way of a re-hearing and (in the event of an appeal against sentence) be by way of oral submissions by the member.
- (d) The member shall have the right to be represented by another member at the hearing before the Appeal Committee.
- (e) The Appeal Committee may resolve to reject or accept the appeal in whole or in part or to vary the penalty imposed.
- (f) The member will be advised of the decision of the Appeal Committee by written notice sent to his/her Proper Address by registered post and the notice will advise the member of the right of appeal under Section 9 of this annex.

## **10. EXPULSION**

In the event of the Appointed Committee imposing a penalty of expulsion on a member, the expulsion shall take effect:-

- (a) Twenty eight days after the decision of the Appointed Committee has been sent to the member or;
- (b) (in the event of the member appealing to the Appeal Committee and the Committee not varying the penalty to expel) twenty eight days after the decision of the Committee has been sent to the member.