

## SCHEDULE

### TRANSFERS OF ENGAGEMENTS

#### Rule

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#### **Rule S1    Transfers of Engagements: GMWU/GMBATU**

The following sub-Rules contain the terms and conditions upon which the National Union of General and Municipal Workers or GMBATU became the Transferee Union of the Transfers of Engagements therein referred to. Insofar as such terms and conditions are still outstanding, the Union shall observe and perform the same as if it had been party to the said Transfers of Engagements in the place of the National Union of General and Municipal Workers or GMBATU as appropriate. References in the sub-Rules to "the Union" shall be construed as references to the National Union of General and Municipal Workers or GMBATU as appropriate, and references to rules shall be construed accordingly.

#### **Rule S1A   Superannuation of Former Members of the Scottish Metal Workers' Union**

1        (a) Any former Grade "A" member of the Scottish Metal Workers' Union (closed to new members since 1st January, 1949) paying superannuation contributions of 1p per week as at the date of registration of the transfer of engagements of that Union to this Union may continue to pay such sum to this Union.

          (b) Any member having 30 successive years' membership of this scheme, and after leaving the Trade as:  
Fitter, Grinder and Metal Polisher; Electric Plater;  
Pattern Fitter and Filer; Blacksmith; Metal Dresser;  
Mechanical Fitter; Machineman/Woman; Sheet Metal Worker;  
Welder,  
shall, if s/he applied for it, and on satisfactory completion of the official form, be entitled to draw from this Union the sum of 25p per week for five years.

2 Grade "A" membership of the SMWU shall count as membership of this scheme.

3 Members of the SMWU presently in receipt of benefit at that date of registration of the Instrument of Transfer of Engagements will continue to receive benefit as stated in Clause 1(b).

4 If a superannuated member duly qualified passes away before drawing, in superannuation benefit, the total sum of £10.00, his/her next-of-kin will be entitled to the balance up to a total, drawn between the member and his/her next-of-kin, of £10.00.

5 Grade "A" members of the SMWU presently in receipt of benefit and Grade "A" members who have exhausted benefit at the date of registration of the above mentioned Instrument of Transfer of Engagements shall retain their entitlement to Funeral Benefit from this Union on payment of the reduced contributions set out in the Funeral Benefit Rule 25.

**Rule S1B Salt, Chemical and Industrial General Workers' Union**

Notwithstanding any other provisions of these Rules the following provisions shall apply with regard to the transfer of engagements of the Union of Salt, Chemical and Industrial General Workers to the Union.

1 The Mid-Cheshire Branch of the Lancashire Region (formed as a result of the transfer of engagements) shall be entitled to send a delegate to the Regional Council of the Lancashire Region.

2 The Secretary of the Union of Salt, Chemical and Industrial General Workers shall become an elected Regional Official of the Union at the effective date of the transfer of engagements and shall thereafter be subject to the Rules of this Union relating to elected Regional Officials.

3 Former members of the Union of Salt, Chemical and Industrial General Workers who become members of this Union as a result of the transfer of engagements, shall from the effective date of transfer, pay a contribution of 1/6d per week for a period of six months (or two quarters) and then

will pay 2/- per week for a further period of six months (or two quarters) and thereafter will pay 2/6d per week or 13p per week as from the week ending 2nd January, 1971, but shall be entitled as from the effective date of transfer to benefits in accordance with the Union Rules for which purposes, membership of the Union of Salt, Chemical and Industrial General Workers shall be regarded as members of this Union. The contribution rate, as from week ending 1st January, 1972, will be 18p per week. Provided that:

(i) Quarter members and their spouses will be allowed to continue to pay their present contributions and receive their present scale of benefits.

(ii) Members aged 55 and over at the date of transfer, will be allowed one month from such date to decide whether to remain on their present scale of benefits and contributions and receive benefits in accordance with the Rules of this Union. Until such choice has been made, or until the month has expired, whichever is the earlier, such members shall continue to pay contributions and receive benefits in accordance with their present scales.

#### **Rule S1C National Union of Water Works Employees**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the transfer of engagements of the National Union of Water Works Employees.

1 Former members of the National Union of Water Works Employees who become members of this Union as a result of the transfer of engagements shall, from the effective date of transfer, pay the current Grade 1 rates of this Union and be entitled to Grade 1 benefits. Alternatively, for two years, they may pay a contribution of 15p and receive .8333 of this Union's benefits.

2 Length of membership in the National Union of Water Works Employees is regarded as length of membership in this Union for the same number of years.

3 The General Secretary of the National Union of Water Works Employees shall be employed at this Union's Head Office and shall undertake the Secretaryship of the Water Supply JIC Trade Union Side. The other officers of the National Union of Water Works Employees shall become

Regional Officers of this Union. From the effective date they shall be subject to the Rules of this Union.

4 The accrued pension of officers acquired as a result of service with the National Union of Water Works Employees shall remain the property of the individual in accordance with the particular provision of that Union. This Union will count full-time permanent service with the National Union of Water Works Employees for the purposes of entering into its 1961 officers' and staff Pension Scheme, in the ratio of two years' full-time service with the National Union of Water Works, Employees equal to one year's past credit service in the Pension Fund of this Union, similarly such service to count for any other fringe benefits.

5 After the effective date of transfer and until the next following election of delegates to the Regional Councils of this Union, representatives of the National Union of Water Works Employees shall be entitled to attend, with the right to vote and speak, the appropriate Regional Council of this Union on the basis of one representative for every 1,000 financial members of the transferor Union within the appropriate Region of this Union at the time of the coming into operation of this instrument. Where the National Union of Water Works Employees has less than 1,000 members in a Region, it shall be entitled to one representative. At the next election of Regional Councils following the effective date of transfer, and at all such elections thereafter, the members of the National Union of Water Works Employees shall be entitled to participate in accordance with the Rules of this Union.

6 At the first ordinary Congress after the effective date, representatives of the National Union of Water Works Employees shall be entitled to attend with the right to vote and speak upon the basis of one representative for every 2,000 financial members, or part thereof, as at 1st September, 1972. Where the National Union of Water Works Employees has less than 2,000 financial members in one Region, it shall have one representative for that proportion. At all following Congresses the members of the National Union of Water Works Employees shall be entitled to participate in accordance with our Rules.

**Rule S1D Manchester Warehouse Employees' Association**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the transfer of engagements of the Manchester Warehouse Employees' Association.

1 The members of the Manchester Warehouse Employees' Association shall, at the effective date of transfer, pay the contributions on scale of this Union, viz., Maker-ups, Packers and Warehousemen/women will pay 18p per week (Grade 1); females and juniors will pay 12p per week (Grade 2); except part-time members of the Manchester Warehouse Employees Association who pay a reduced contribution of 4p per week in accordance with Rule 17. All such categories shall be entitled to benefits in accordance with the Rules of this Union.

2 The members of the Manchester Warehouse Employees' Association at the time of transfer receiving a superannuation benefit will continue to do so.

3 Membership of the Manchester Warehouse Employees' Association and this Union shall be regarded as continuous, and members in compliance with the Manchester Warehouse Employees' Association shall be immediately in compliance for all benefits in the appropriate scale of this Union, with the exception of such retired members who have elected to continue paying a quarterly contribution of 5p who will be allowed to continue to pay this contribution and receive the present scale of benefits of the Manchester Warehouse Employees' Association, as follows: an annual grant of £1 payable in December each year, and a £5 Death Benefit as provided by the Rules.

4 The members of the Manchester Warehouse Employees' Association will become a Branch of the Lancashire Region of this Union.

#### **Rule S1E Rubber, Plastic & Allied Workers' Union**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the transfer of engagements of the Rubber, Plastic and Allied Workers' Union.

1 The members of the Rubber, Plastic and Allied Workers' Union shall pay the appropriate contributions as provided for in these Rules; and shall be entitled to benefits in

accordance with these Rules. Membership of the Rubber, Plastic and Allied Workers' Union shall be regarded as continuous and members in compliance with the Rubber, Plastic and Allied Workers' Union shall be immediately in compliance for all benefits in the appropriate scale of this Union.

2 For a period of up to 26 weeks following the effective date of the transfer, members of the Rubber, Plastic and Allied Workers' Union now paying Grade I and II contributions as provided in these Rules, shall be entitled to sickness benefit in accordance with the Rules of the Rubber, Plastic and Allied Workers' Union;

viz: **Grade I** £1.00 per week for 10 weeks providing 52 contributions have been paid. A new member with more than 26 but less than 52 contributions is eligible to receive half the above weekly sum. When a member has received 10 weeks' benefit in any period of 52 weeks then a further 52 contributions must be paid from the date of the last benefit payment before again becoming eligible for benefit.

**Grade II** 50p per week for four weeks providing that 52 contributions have been paid. A new member with more than 26 but less than 52 contributions is eligible to receive half the above weekly sum. When a member has received four weeks' benefit in any period of 52 weeks then a further 52 contributions must be paid from the date of the last Sickness Benefit payment before again becoming eligible for benefit. Sickness Benefit claim will only be paid when supported by a certificate. After the period of up to 26 weeks, members of the Rubber, Plastic and Allied Workers' Union may join a Regional Sick Fund of this Union where such exists.

3 Honorary members of the Rubber, Plastic and Allied Workers' Union, as at the effective date of the transfer, will continue to receive only the present scale of benefits as provided by the Rubber and Allied Workers' Union:, viz a death benefit of £50. No further honorary members will be established after the effective date of the transfer.

4 Where there are members of the Rubber, Plastic and Allied Workers' Union in Regions of this Union, they will elect to the Regional Councils of this Union one representative per 1,000 members, as an observer, for a period of two years from the effective date. Where there

are less than 1,000 members of the Rubber, Plastic and Allied Workers' Union in any Region of this Union, then that proportion of 1,000 members shall be entitled to a representative as an observer.

5 The members of the Rubber, Plastic and Allied Workers' Union shall be entitled to one representative per 2,000 members at the Congress of this Union for a period of two years from the effective date.

**Rule S1F Scottish Professional Footballers' Association**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the transfer of engagements of the Scottish Professional Footballers' Association.

1 The members of the Scottish Professional Footballers' Association shall pay the appropriate contributions as provided for in these Rules for Grade 1 membership; and shall be entitled to benefits in accordance with these Rules. Membership of the Scottish Professional Footballers' Association and this Union shall be regarded as continuous and members in compliance with the Scottish Professional Footballers' Association shall be immediately in compliance for all benefits in the appropriate scale of this Union.

2 The members of the Scottish Professional Footballers' Association shall form the Scottish Professional Footballers' Branch of this Union. This branch will operate in accordance with these Rules. Furthermore, this branch will select its own representative to sit on the Committee of the Benevolent Fund established by the Scottish Football Association and the Scottish League.

**Rule S1G Coopers' & Allied Workers' Federation of Great Britain**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the transfer of engagements of the Coopers' & Allied Workers' Federation of Gt. Britain.

1 From the effective date of transfer, the members of the Coopers' & Allied Workers Federation of Gt. Britain

will become members of the GMWU and will be subject to that Union's Rules.

2 From the effective date, the membership cards for members of the Coopers' & Allied Workers' Federation of Gt. Britain will be overprinted with the words "Coopers' Section".

3 Members of the Coopers' & Allied Workers' Federation shall at the effective date be entitled to benefits and pay contributions as set out in these Rules.

4 For the purpose of calculating entitlement to all benefits of the GMWU, the members of the Coopers' & Allied Workers' Federation shall be entitled to count their years of continuous membership of the Coopers' Federation ending with the date on which the transfer takes effect, on the same basis as if they had been members of the GMWU for the same number of years prior to the date of transfer.

5 The existing branches of the Coopers' Federation will remain as branches of the GMWU and will operate according to the latter's Rules. The membership of these branches will form the Coopers' Section of the GMWU.

6 Individual undertakings will be given to the full-time officials of the Coopers' Federation in respect to their conditions of employment.

7 All property vested in the Trustees of the Coopers' Federation will become vested in the Trustees of the GMWU.

#### **Rule 51H Amalgamated Textile Workers' Union and Affiliated Unions**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the Transfers of Engagements of the Amalgamated Textile Workers' Union; the Amalgamated Textile Workers' Union, Central Lancashire & Calderdale; the Amalgamated Textile Workers' Union (Southern Area); the Amalgamated Textile Workers' Union Staff Section; the Amalgamated Textile Warehouse Operatives (Bolton and District Branch); the Amalgamated Textile Warehouse Operatives Hyde and District Branch; and Colne and Craven Textile Workers' Association; the Blackburn and District Weavers, Winders and Warpers' Association; the Oldham Provincial Union of Textile and

Allied Workers' Union, and the North West Lancashire, Durham and Cumbria Textile Workers' Union (in this sub-rule referred to as "the Textile Workers' Unions").

1 From the effective date of Transfer, the members of the Textile Workers' Unions shall become members of the textile division branches of the GMW Section of the General, Municipal, Boilermakers and Allied Trades Union.

2 As from the effective date, former members of the Textile Workers' Unions shall pay 50p per week up to week ending 4th January 1986, 65p per week up to week ending 3rd January 1987, 80p per week ending 2nd January 1988 and thereafter the standard Union Contributions.

3 As from the effective date, former members of the Textile Workers' Unions shall be paid a proportion of cash benefits provided in these Rules as follows:

62.5% up to week ending 4th January 1986  
76.5% up to week ending 3rd January 1987  
90% up to week ending 2nd January 1988  
and thereafter standard Union Benefits.

4 For the purpose of determining entitlement to benefits, former members of the Textile Workers' Unions shall be entitled to count their years of continuous membership with those unions, as being membership of the General Municipal Boilermakers' and Allied Trades Union.

5 (a) Death Benefit in respect of life members of the Oldham Provincial Union of Textile and Allied Workers shall be £4 and the Funeral Grant in respect of former members of the Oldham Weavers Division shall be £8 and the Death Grant in respect of honorary members of the Oldham Provincial Card and Blowing Room and Ring Frame Operatives' Association shall be £8. These benefits shall be paid upon proof of death and production of either the appropriate certificate of entitlement or (in the case of honorary members) upon production of the up-to-date contribution card of the deceased honorary member.

(b) Death Grants in respect of former life members of the Amalgamated Textile Workers' Union Staff Section shall be £6.

(c) Death Benefits in respect of former members of the Colne and Craven Textile Workers' Association shall be

either £5, £6, £7.50, £8 or £12, according to the value of the certificate or free policy held by the former member.

(d) Funeral Benefits in respect of former members of the Blackburn and District Powerloom Weavers', Winders' and Warpers' Association shall be £6.

(e) Death Benefits in respect of honorary/retired members of the North West Lancashire, Durham and Cumbria Textile Workers' Union shall be £5 or £10 according to the value of the certificate held by the honorary/retired member.

### **Rule S11 Scottish Lace and Textile Workers Union**

Notwithstanding any other provisions of these rules the following provisions shall apply with regard to the transfer of engagements of the Scottish Lace and Textile Workers' Union:-

1 From the effective date of transfer the Scottish Lace and Textile Workers' Union shall become a Branch of the Scottish Region of the GMW Section of the General, Municipal, Boilermakers' and Allied Trades Union and shall be subject to these rules.

2 Former members of the Scottish Lace and Textile Workers' Union, who become Grade I members, shall, from the effective date of transfer, pay weekly contributions of 60p up to 31st December 1983, benefits for that period being reduced to six-sevenths; as from 1st January 1984, weekly contributions shall be 70p and from that date full benefits will be payable.

3 Former members of the Scottish Lace and Textile Workers' Union who do not become Grade I members liable to pay the contributions mentioned in paragraph 2 of this Rule, shall from the effective date of transfer pay contributions and be entitled to benefits according to these Rules.

4 For the purpose of calculating entitlement to benefits former members of the Scottish Lace and Textile Workers' Union shall count their years of continuous membership with that Union up to the effective date of transfer as if they were years of membership with the former National Union of General and Municipal Workers and the General, Municipal, Boilermakers' and Allied Trades Union.

5 Funeral Benefits in respect of members of the Scottish Lace and Textile Workers' Union who are retired at the effective date of transfer shall be £25.

#### **Rule S1J Greater London Staff Association**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the transfer of engagements of the Greater London Staff Association ("the GLSA")

1 On the effective date of transfer, branches ("recreated GLSA branches") will be established within the GMW Section corresponding to the Branches of the GLSA immediately before the effective date.

2 From the effective date of transfer, the members of the GLSA shall become members of the recreated GLSA branches.

3 As from the effective date, former members of the GLSA shall pay 86p per week up to week ending 31 December 1988 (41p per week for part-timers employed for 20 hours or less and juvenile members under 18 years of age) and thereafter the appropriate Union contributions. Former members of the GLSA who are on the Youth Training Scheme shall pay no contribution for so long as they remain on that Scheme.

4 Former members of the GLSA shall be entitled to Strike Benefit (Rule 20), Lock-out Benefit (Rule 21), Benefit in case of other Stoppages (Rule 22) and Victimisation Benefit (Rule 23). They shall not be eligible for any other cash benefit under the Union's rules, but shall be eligible for Legal Assistance (Rule 27).

5 Death Benefit of £25 will be payable in respect of the death of a former member of the GLSA (other than a retired or associate member) on the following conditions:

(a) The member was in membership of the GLSA on 31 December 1981.

(b) The member was continuously a member of the GLSA and the Union for at least five years preceding his/her death.

(c) Payment will be made, upon production of proof of death, to a person nominated in writing by the member.

(d) Claim for payment must be made within three months of the date of death.

(e) Arrears of contributions will be deducted from the Death Benefit.

6 For the purpose of determining entitlement to benefits, former members of the GLSA shall be entitled to count their periods of continuous membership with the GLSA, as being membership of the Union.

7 In the elections of delegates to Congress under Rule 3, in 1989 and 1990, the recreated GLSA Branches shall elect one delegate for every complete 1,200 members.

8 Any Officer of the GLSA who, upon the effective date of transfer, is appointed an Organiser of the Union, shall not be subject to an election in accordance with Rule 13G in relation to that appointment.

9 Rule 35.1 shall not apply to the recreated GLSA Branches, and instead the Region shall allocate to each such Branch a quarterly payment equal to 10% of the contributions of the members of that Branch. The Branch shall establish a Branch Fund to which the allocation shall be credited for the purposes of Branch administration and organisation.

References in Rule 35 to Commission Fund shall be deemed for the purposes of recreated GLSA Branches to be references to Branch Funds.

10 Notwithstanding anything elsewhere in these rules, any person who held a position or office within the GLSA immediately before the effective date of transfer, for which a corresponding position within the Union is established shall take up corresponding position and shall continue to hold that position or office until the expiry of the period during which s/he was to hold the original position or until a fresh appointment or election, in accordance with these rules take effect, whichever happens sooner.

## **Rule S2 Transfers of Engagements : The Association**

The following sub-rules contain the terms and conditions upon which the Association became the Transferee Union of the Transfers of Engagements therein referred to. Insofar as such terms and conditions are still outstanding, the

Union shall, subject to the Rules of the Union, observe and perform the same as if it had been party to the said Transfers of Engagements in the place of the Association. References in the sub-rules to 'APEX Partnership' shall be construed as references to the Association, and references to rules shall be construed accordingly.

**Rule S2A Staff Association - General Accident**

The following changes to the Rules of APEX Partnership shall be made in order to meet the requirements for the Transfer of Engagements of the Staff Association - General Accident on the terms agreed:

1 Rule 5 - Add new paragraph:

Members of the Staff Association - General Accident shall be members of APEX Partnership. They shall constitute a separate section of APEX Partnership to be known as Staff Association General Accident which shall have its own rules and structure. The rules of APEX Partnership shall apply on all matters not covered by S.A.G.A. rules and members of S.A.G.A. shall be entitled to all rights and privileges provided by APEX Partnership for its members, which are not otherwise provided for in the rules of S.A.G.A.

2 Rule 8 - Add new paragraph:

The contributions of members of the Staff Association - General Accident shall remain unchanged until a date to be determined by agreement between the parties within three months of the Transfer for Engagements when they will become:

Adults - 25 years and over	45p a month
Thereafter on the anniversary of that date,	
Second year	55p a month
Third year	65p a month
Fourth year	75p a month
Fifth year	86p a month
Juniors - under 25 years	30p a month
Second year	40p a month
Third year	50p a month
Fourth year	55p a month
Fifth year	65p a month

At the beginning of the third year, the age at which adult contribution rates shall be payable will be reduced to 21 years of age.

At the beginning of the fifth year, the age at which adult contribution rates shall be payable will be reduced to 18 years of age.

In any year in which the contribution rates of APEX Partnership are altered, the alterations shall apply to the rates for members of the Staff Association - General Accident set out above.

3 Rule 33 - Add new paragraph:

The Trade contributions from members of the Staff Association - General Accident shall be allocated to the Dispute and Victimisation Benefit Fund and Education Fund as set out above. The balance of the trade contributions shall be allocated to the General fund from which expenditure incurred by their committees and other outgoings authorised by the National Executive Committee of the Staff Association - General Accident shall be met.

4 Rule 82(c) - Add new sentence:

The allocation to the Branch Political Fund in respect of units of the Staff Association - General Accident shall be received and administered by the National Executive Committee of the Staff Association - General Accident.

### **Rule S3 Transfer of Engagements : National Union of Tailors and Garment Workers**

The following sub-rules contain the terms and conditions upon which the National Union of Tailors and Garment Workers ("NUTGW") became the Transferee Union of the Transfers of Engagements therein referred to. Insofar as such terms and conditions are still outstanding, the Union shall, subject to the rules of the Union, observe and perform the same as if it had been party to the said Transfers of Engagements in place of NUTGW. References in the sub-rules to "this Union" shall be construed as references to NUTGW, and references to rules shall be construed accordingly.

**Rule S3A Transfer of Engagements of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association.**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the Transfer of Engagements of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association:

(a) Former members of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association, except as provided for in clauses (b),(c) and (d) below, who become members of this Union as a result of the Transfer of Engagements shall, from the effective date of the transfer, pay either the current A2 or D contribution rate of this Union and immediately be entitled to the benefits thereunder.

For the purpose of establishing entitlement to funeral benefit, length or membership of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association will be regarded as membership of this Union.

(b) The members of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association who, at the time of transfer were in receipt of benefit from that Association, shall continue to receive benefit as provided for by the Rules of that Association which applied prior to the Transfer of Engagements becoming effective.

Once the period of benefit under the Rules of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association has been exhausted, the appropriate contributions and benefits will then be in accordance with the Rules of this Union.

(c) The members of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Works' Association who, at the effective date of transfer were paying a reduced contribution rate of 1p per week to the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association shall be permitted to pay that rate of contribution and be entitled to receive the benefit that was due to them under the Rules of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association.

(d) The members of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association who, at the effective date of transfer, were in Honorary or Free membership of that Association, shall retain their entitlement to any benefits provided by the Rules of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association.

(e) The members of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association not wishing to contribute to this Union's political fund will be given six weeks from the effective date of transfer in which to exercise their option to contract-out, otherwise they will automatically be regarded as contributing to that fund.

Any member of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association who subsequently wishes to contract-out shall do so in accordance with the provisions of Rule 68.\*

(f) (i) Present Districts of the Amalgamated Felt Hat Trimmers', Wool Formers and Allied Workers' Association shall be established as branches of this Union and be permitted to elect from these branches one delegate to attend this Union's General Conference.

(ii) The arrangements set out in Clause (f) (i) above shall continue until such time as the members concerned wish to be fully integrated into the branch structure of this Union.

NOTE: Resulting from decisions of the 1983 General Conference, the A2 and D contribution rate referred to in clause (a) above became A and C respectively, and Rule 68 referred to in clause (e) became Rule 62. At the 1985 General Conference Rule 62 became Rule 61.

\* Equivalent GMB Core Rule is Rule 67.

**Rule S3B Transfer of Engagements of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain.**

Notwithstanding any other provisions of these Rules, the following provisions shall apply with regard to the Transfer of Engagements of the Amalgamated Society of

Journeymen Felt Hatters and Allied Workers of Great Britain:

(a) Former members of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain, except as provided for in clauses (b), (c) and (d) below, who become members of this Union as a result of the Transfer of Engagements shall, from the effective date of the transfer, pay either the current A2 or D contribution rate of this Union and immediately be entitled to the benefits thereunder.

For the purpose of establishing entitlement to funeral benefit, length of membership of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain will be regarded as membership of this Union.

(b) The members of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain who, at the time of transfer were in receipt of benefit from that Society, shall continue to receive benefit as provided for by the Rules of that Society which applied prior to the Transfer of Engagements becoming effective.

Once the period of benefit under the Rules of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain has been exhausted, the appropriate contributions and benefits will then be in accordance with the Rules of this Union.

(c) The members of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain who, at the effective date of transfer were paying a reduced contribution rate of 1p per week to the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain shall be permitted to pay that rate of contribution and be entitled to receive the benefit that was due to them under the Rules of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain.

(d) The members of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain who, at the effective date of transfer, were in Honorary or Free membership of that Society, shall retain their entitlement to any benefits provided by the Rules of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain.

(e) The members of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain not wishing to contribute to this Union's political fund will be given six weeks from the effective date of transfer in which to exercise their option to contract-out, otherwise they will automatically be regarded as contributing to that fund.

Any member of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain who subsequently wishes to contract-out shall do so in accordance with provisions of Rule 68.\*

(f) (i) Present Districts of the Amalgamated Society of Journeymen Felt Hatters and Allied Workers of Great Britain shall be established as branches of this Union and be permitted to elect from these branches one delegate to attend this Union's General Conference.

(ii) The arrangements set out in Clause (f) (i) above shall continue until such time as the members concerned wish to be fully integrated into the branch structure of this Union.

NOTE: Resulting from decisions of the 1983 General Conference, the A2 and D contribution rate referred to in clause (a) above became A and C respectively, and Rule 68 referred to in clause (e) became Rule 62. At the 1985 General Conference Rule 62 became Rule 61.

\* The equivalent GMB Core Rule is Rule 67.

#### **Rule S4 Transfers of Engagements to the Union**

The following sub-rules contain the terms and conditions upon which the Union became the Transferee Union of the Transfer of Engagements therein referred to.

#### **Rule S4A The Law Society's Legal Aid Staff Association**

Notwithstanding any other provisions of these rules, the following provisions shall apply with regard to the transfer of engagements of the Law Society's Legal Aid Staff Association ("LASA").

1 On the effective date of transfer, a Legal Aid Branch will be established as an APEX Partnership branch corresponding to LASA immediately before the effective date.

2 From the effective date, the members of LASA shall become members of the Legal Aid Branch.

3 From the effective date, former members of LASA shall be Grade 1B members of the Union and will pay contributions as follows:

First stage - from effective date - 30p per week  
Second stage - from January 1991 - 60p per week  
Third stage - from January 1992 - Full grade 1B contributions

SAVE THAT members who are employed for 20 hours or less, or juveniles under 18 years, shall be Grade 2B members of the Union and will pay contributions as follows:

First stage - from effective date - 20p per week  
Second stage - from January 1991 - 30p per week  
Third stage - from January 1992 - Full grade 2B contributions

4 Former members of LASA shall be entitled to strike benefit (Rule 51), lock-out (Rule 52), benefit in case of other stoppages (Rule 53), and victimisation benefit (Rule 54). They shall not be eligible for any other cash benefit under the Union's rules, but shall be eligible for Legal Assistance (Rule 27).

5 For the purpose of determining entitlement to benefits, former members of LASA shall be entitled to count their periods of continuous membership with LASA, as being membership of the Union.

6 On the effective date, the persons holding the following offices in LASA as at the date prior to the effective date, shall take up office in the Legal Aid Branch:

<i>Post in LASA</i>	<i>Post in the Legal Aid Branch</i>
Chairman	President
Secretary	Secretary
Executive Committee member	Committee member

7 No former member of LASA shall be required to make any contribution to the Political Fund of the Union unless s/he has delivered to the Union notice in writing to that effect in the form set out in Rule 67A(a) (4) and in accordance with the procedures contained in Rule 67(a) (3), (5) and (6) in all respects as if s/he were a member of the Union in Northern Ireland.

#### **Rule S4B National Union of Labour Organisers**

Notwithstanding any other provisions of these rules, the following provisions shall apply with regard to the Transfer of Engagements of the National Union of Labour Organisers ("NULO").

1 On the effective date of transfer, a Labour Organisers Branch will be established as an APEX Partnership branch corresponding to NULO immediately before the effective date.

2 From the effective date, the members of NULO shall become members of the Labour Organisers Branch.

3 From the effective date, former members of NULO shall become APEX Partnership members but shall nonetheless be treated as Grade 1A members and shall thus pay 95p a week UNLESS they are part-time members employed for 20 hours or less, or juveniles under 18 years, when they shall pay 45p a week and be treated as Grade 2A members.

4 From the effective date, Ordinary membership of the Union shall be conferred on former Honorary members and former Life members of NULO, but such members shall be exempt from paying contribution under Rules 47 and 49, and shall have no voting rights in the affairs of the Labour Organisers Branch.

5 For the purpose of determining entitlement to benefits former members of NULO shall be entitled to count their periods of continuous membership with NULO as being membership of the Union.

6 On the effective date the persons holding the following offices in NULO as at the day prior to the effective date shall take up office in the specified post in the Labour Organisers Branch and shall hold such office

until a fresh election in accordance with the rules of the Union takes effect.

*Post in NULO  
Branch*

*Post in the Labour Organisers*

Chair	President
General Secretary	Secretary
Treasurer	Financial Secretary
Executive Committee member	Committee member

7 Core rules 37.7 and 37.17 shall not apply to the Labour Organisers Branch. The Annual General Meeting of the Labour Organisers Branch shall be held at the time of the Annual Conference of the Labour Party and in the same locality. The President, Secretary and Financial Secretary shall be elected every second year by a postal ballot of members conducted during the four weeks prior to the Annual General Meeting.

8 Membership of the Labour Organisers Branch shall be grouped into Districts, having regard to the Labour Party's organisational regions. Membership in each District shall meet at least once a quarter. Each District shall elect one member to the Branch committee provided that any District which has 20 or more members shall elect two members to the Branch Committee.

9 The Labour Organisers Branch Committee may, with the approval of the Regional Committee, impose a levy on its members for the purpose of raising monies for such special purposes, other than the furtherance of the political objects referred to in Rule 67, as it may deem advisable.

#### **Rule S4C Transfer of Engagements of the National Union of Tailors and Garment Workers**

Notwithstanding any other provisions of these rules, the following provisions shall apply with regard to the transfer of engagements of the National Union of Tailors and Garment Workers (in these rules referred to as "NUTGW"). In this rule and in rule T23, references to the effective date are references to the effective date of that transfer.

1 On the effective date, branches ("re-created NUTGW branches") will be established within the Clothing and

Textile Section of the Union corresponding to the Branches of NUTGW immediately before the effective date; and Divisions ("re-created NUTGW Divisions") will, solely for the purpose of elections to the Central Executive Council in 1991, be established corresponding to the Divisions of NUTGW immediately before the effective date.

2 For the purposes of these rules, periods of membership of NUTGW of any former member of NUTGW transferred into membership under this rule shall count as periods of membership of the Union.

3 (a) From the effective date, the former members of NUTGW shall become members of the re-created NUTGW branches; and references made in these rules to "former members of NUTGW" shall include both such members and all members later recruited to or by the re-created NUTGW branches. Until October 1996, former members of NUTGW shall be Grade 1A members of the Union; and shall pay contributions as follows, according to whether they were Section A members or Section B members of NUTGW:

		<i>Section B</i>	<i>Section A</i>
		<i>Members</i>	<i>Members</i>
1st stage	from effective date	£1.00pw	£1.05pw
2nd stage	from April 1992	£1.12pw	£1.17pw
3rd stage	from June 1993	£1.24pw	£1.29pw
4th stage	from August 1994	£1.37pw	£1.42pw
5th stage	from October 1995	£1.50pw	£1.55pw

PROVIDED that until October 1996 members who are employed for 20 hours or less may elect to pay contributions of half the relevant amount set out above (rounded up to the nearest whole penny), in which event they shall be entitled - if otherwise qualifying for benefit in accordance with Rule 50 - to half the amount of the Grade 1A benefits in Rules 51, 52, 54, 55, 56, 59 and 60;

PROVIDED FURTHER that if at any time a contribution rate set out above for former Section B members of NUTGW exceeds the then current GMB Grade 1A contribution rate, the GMB Grade 1A contribution rate shall be substituted for the relevant Section B contribution rate; and in that event, former Section A members of NUTGW will pay a contribution rate of 5p per week more than the contribution rate so substituted.

(b) Former members of NUTGW who are unemployed or sick shall pay 10p per week if they were Section B members and 15p per week if they were Section A members of NUTGW. PROVIDED THAT former members of NUTGW who prior to the effective date had been excused the 10p per week contribution paid for Funeral Benefit in accordance with NUTGW Rule 34(f) shall pay a NIL amount, or 5p per week, as appropriate.

(c) With effect from October 1996, former members of NUTGW shall be Grade 1A or Grade 2 members of the Union as appropriate, and shall pay full Union contributions appropriate to their grade PROVIDED THAT former Section A members of NUTGW will pay a further 5p per week over and above the said contribution rate appropriate to their grade.

(d) Members of the re-created NUTGW branches who were not former members of NUTGW shall pay contributions in accordance with the above provisions as if they had been Section B members of NUTGW; but they shall be entitled - if otherwise so qualified - to benefits in accordance with the rules of the Union without further reference to the provisions of this rule.

4 (a) Funeral Benefit shall be payable in accordance with the following provisions in respect of a former member of NUTGW or his/her spouse.

(b) A claim for Funeral Benefit must be submitted to the Regional Secretary within six months of the date of death of the person for whom Benefit is being claimed.

(c) No claim can be considered unless it is accompanied by a Death Certificate and the member's current membership card, together with satisfactory evidence as to the authority of the person claiming Benefit.

(d) A member shall be entitled to Funeral Benefit on the death of his/her spouse, in the amount of half that which would be payable on the death of the member. No member shall be entitled to claim Funeral Benefit for more than one spouse.

(e) The amount of Funeral Benefit shall be:

£50.00 after 12 months' membership and the payment of 12 months' full contributions, increasing to

£100.00 after the payment of 2 years' full contributions

£150.00 after the payment of 3 years' full contributions

£200.00 after the payment of 4 years' full contributions

£250.00 after the payment of 5 years' full contributions

(f) Funeral Benefit shall be payable under these provisions provided that the amount of such benefit is greater than the total amount of Funeral Benefit payable under Rule 56. Where Funeral Benefit is payable under this provision, no Funeral Benefit shall be payable under Rule 56.

5 (a) Former members of Section A of NUTGW - which closed on 1 January 1980 - who as at the day prior to the effective date qualified for Sick Benefit in accordance with the rules of NUTGW shall be entitled to Sick Benefit of £2.00 per week for up to 12 weeks of illness in accordance with the following provisions.

(b) A member claiming Sick Benefit must forward to his/her Regional Secretary within seven days proof of inability to follow employment together with his/her membership card. Continuing proof of inability to follow employment must be produced at four weekly periods. Proof of fitness to return to work must also be produced.

(c) Any member who, having received only a portion of sick pay, recovers and again falls sick before the expiration of 52 weeks from the date of his/her last sick pay, shall be entitled only to benefit due for the remainder of the specific period set out in this rule. Where a full scale of benefit has not been drawn in a period of 104 weeks or more, only the benefit drawn in the 104 weeks preceding a new claim shall be taken into account.

(d) Any member who has drawn the whole of sick pay shall not be entitled to claim sick pay again until 52 weeks from the date of the last payment of Sick Benefit,

and until he/she has also paid 52 weeks' contribution PROVIDED THAT a member paying the reduced contribution rate of 15p or 5p per week in accordance with clause 3(b) of this Rule, shall not be entitled to claim sick pay again.

6 (a) On the effective date the following officials, each of whom shall have held office in NUTGW as at the day prior to the effective date, shall take up office in the specified post in the Union:

<i>Office in NUTGW</i>	<i>Post in GMB</i>
General Secretary	Clothing and Textile Section National Secretary
Deputy General Secretary	Clothing and Textile Section Deputy National Secretary
Divisional Officer Officer	Regional Industrial
Area Officer	Regional Organiser
Branch Chairman	Branch President
Branch Secretary	Branch Secretary
Branch Committee Member	Branch Committee Member
Shop Steward	Shop Steward

(b) Area Officers holding office in NUTGW as at the day prior to the effective date

(i) having completed two years' service as such as at that date shall take up office in the Union as an Elected Regional Organiser, and in any other case

(ii) shall take up office in the Union as an appointed Regional Organiser. In that event his/her performance shall be subject to review by the Central Executive Council at the end of two years' service. Should the Central Executive Council then be satisfied that he/she is able to discharge efficiently the duties of the office, he/she shall thereupon take up office as an Elected Regional Organiser.

(c) In the rules of the Union, any reference to a National Industrial Officer shall be deemed to include a reference to the Clothing and Textile Section Deputy National Secretary. The post of Clothing and Textile Section Deputy National Secretary created by this rule

shall lapse when the first person to hold that post ceases to do so.

7 Until December 1995, the Clothing and Textile Section National Committee shall consist of:

- (a) the Section National Secretary
- (b) all Clothing and Textile Section members of the Central Executive Council
- (c) the (first) runner-up in the 1991 Group 5 election to the Central Executive Council in each re-created NUTGW Division
- (d) such other members as it may, with the endorsement of the Central Executive Council, co-opt from time to time, providing that there shall be no power of co-option to create a Committee of more than 19 members.

#### **S4D Transfer of Engagements of the Furniture, Timber and Allied Trades Union**

Notwithstanding any other provisions of these rules, the following provisions shall apply with regard to the transfer of engagements of the Furniture, Timber and Allied Trades Union (in these rules referred to as "FTAT"). In this rule, references to the effective date are references to the effective date of that transfer.

1 Membership (Rule 5):

- (a) The following shall become members of the Construction, Furniture, Timber and Allied Section of the Union:
  - (i) all former members of FTAT
  - (ii) all members of branches of the Union designated for that purpose by the Central Executive Council
  - (iii) all other members of the Union falling within Rule A1.8
- (b) For the purposes of these rules, periods of membership of FTAT of any former member of FTAT transferred into membership under this rule shall count as periods of membership of the Union.

2 Discipline and Appeals (Rules 5 and 6):

Any disciplinary action pending, and any appeal which shall not have been heard, as at the day before the effective

date, in respect of any member or official of FTAT, shall proceed in accordance with Rules 5 and 6.

3 Congress of the Union (Rule 8):

In the elections to the Congress of the Union in 1994, 1995 and 1996, the re-created FTAT branches in each Region shall elect one delegate for every complete 1,000 financial members.

4 Central Executive Council (Rules 10 and 11)

Eight members who were voting members of the General Executive Council of FTAT on the day prior to the effective date and who were nominated for that purpose by the General Executive Council, shall each become a member of the Central Executive Council of the Union, until 5 December 1995 or such earlier date as he/she shall remain such a member in accordance with the law.

5 Regions (Rule 20)

(a) Immediately after the effective date, the re-created FTAT branches in each Region shall elect to their Regional Council one delegate for every complete 750 financial members.

(b) In any Region with 750 former members of FTAT, there shall be one additional seat on the Regional Committee, reserved for and elected by the above delegates on the Regional Council. Two reserved seats on the Regional Committee shall be provided in any Region with 3,000 or more financial members of FTAT.

(c) Sub-clause (a) and (b) above shall cease to have effect on completion of the 1995 elections to Regional Councils and Regional Committees.

6 Legal Assistance (Rule 27)

Applications for, and grants of, legal assistance in respect of any member of FTAT which are extant on the day prior to the effective date shall be regarded as application or grants, as the case may be, under the Rules of the Union as at the effective date.

7 Branches (Rule 27)

(a) On the effective date, Branches ("re-created FTAT branches") will be established within the Construction, Furniture, Timber and Allied Section of the Union corresponding to the branches of FTAT immediately prior to the effective date.

(b) From the effective date the former members of FTAT shall become members of the re-created FTAT branches; and references made in these rules to "former members of FTAT" shall include both such members and all members later recruited to or by the re-created FTAT branches.

#### 8 Contributions and Benefits (Rule 47 etc)

(a) Former Section A members of FTAT shall be Grade 1 members of the Union and shall pay the contribution rate appropriate to that Grade.

(b) Former Section B members of FTAT shall be Grade 1 members of the Union and until October 1996 shall pay contributions as follows:

1st stage	from effective date	£1.13 pw
2nd stage	from 1 July 1994	£1.25 pw
3rd stage	from 1 October 1995	£1.45 pw

(c) Former Section C members of FTAT shall be Grade 2 members of the Union and until October 1996 shall pay contributions as follows:

1st stage	from effective date	61p pw
2nd stage	from 1 July 1994	68p pw
3rd stage	from 1 October 1995	75p pw

PROVIDED that any former Section B or Section C member may elect to pay the contribution rate for, and be termed a Grade 1 member

PROVIDED FURTHER

(i) that if at any time a contribution rate set out above for former Section B members of FTAT exceeds the then current Grade 1 contribution rate of the Union, the Grade 1 contribution rate shall be substituted for the relevant Section B contribution rate

(ii) that if at any time a contribution rate set out above for former Section C members of FTAT exceeds the then current Grade 2 contribution rate of the Union, the Grade 2 contribution rate shall be substituted for the relevant Section C contribution rate.

(d) With effect from October 1996, former members of FTAT shall be Grade 1 members of the Union UNLESS they are employed for 20 hours or less, or juveniles under 18 years, when they shall be Grade 2 members of the Union; and they shall pay the full amount of the contribution rate appropriate to their grade.

(e) Until 31 December 1994, former members of FTAT who as at the day prior to the effective date qualified for Sick Benefit under FTAT rule 32, shall remain entitled to Sick Benefit of £1.20 per week for up to 12 weeks of illness in any 52 weeks commencing from 1 January 1994 provided that the conditions laid down in that rule (except the payment of a weekly contribution of 3p) are met.

9 (a) On the effective date the following officials, each of whom shall have held office in FTAT as at the day prior to the effective date, shall take up office in the specified post in the Union:

<i>Post in FTAT</i>	<i>Post in the Union</i>
General Secretary	Construction, Furniture, Timber and Allied Section National Secretary
Assistant General Secretary	Construction, Furniture, Timber and Allied Section Deputy National Secretary
National Secretary	National Industrial
Officer	
District Organiser	Regional Organiser
Branch President	Branch President
Branch Secretary	Branch Secretary
Branch Treasurer	Branch Treasurer
Branch Committee Member	Branch Committee Member
Shop Steward	Shop Steward

(b) The post of Construction, Furniture, Timber and Allied Deputy National Secretary created by this rule shall lapse when the first person to hold that post ceases to do so.

10 Section National Committee (Rule A2(h))

For the period ending 31 December 1996, the Construction, Furniture, Timber and Allied Section National Committee shall consist of:

(i) the Section National Secretary and Deputy National Secretary

(ii) all members who were members of the General Executive Council of FTAT on the day prior to the effective date

(iii) six members of the Section who on the day prior to the effective date were members of the Union, chosen for that purpose in a manner to be determined by the Central Executive Council.

11 Section National Conference (Rule A3(h))

In 1994, each re-created FTAT branch shall elect one delegate to the Construction, Furniture, Timber and Allied Section National Conference. Other branches in the Section shall elect one delegate to the 1994 Conference for every complete 1,000 financial members.

**S4E Transfer of Engagements - Gas Managers Association**

Notwithstanding any other provisions of these rules, the following provisions shall apply to the transfer of engagements of the Gas Managers Association ("the GMA"). In this rule, references to the effective date are references to the effective date of that transfer.

1 On the effective date, a Gas Managers Association Branch will be established within the Energy and Utilities Section of the Union.

2 Periods of continuous membership immediately before the effective date of any former member of the GMA transferred into membership under this rule shall count as periods of membership of the Union.

3 From the effective date, the former members of the GMA shall become members of the Gas Managers Association Branch; and references made in these rules to "former members of the GMA" shall include both such members and all

members later recruited to or by the Gas Managers Association Branch.

4 Former members of the GMA shall be Grade 1 members of the Union and shall pay contributions of £10 per month or Grade 1 contributions for the time being (whichever is the greater).

5 Former members of the GMA shall be deemed to have served notice under Rule 67.4, exempting them from contributing to the Political Fund of the Union. No former member of the GMA shall be required to make any contribution to the Political Fund unless he/she has delivered to the Union notice in writing that he/she wishes to withdraw that exemption.

6 On the effective date, the persons holding the following offices in the GMA as at the day immediately before the effective date shall take up office in the specified post in the Gas Managers Association Branch:

<i>Post in the GMA</i>	<i>Post in the Gas Managers Association Branch</i>
Chairman of National Executive Council	Branch President
Treasurer of National Executive Council	Branch Secretary
National Executive Council Member	Branch Committee Member
Trustee	Branch Member Auditor

7 On the effective date, the person holding the office of General Secretary of the GMA as at the day immediately before the effective date shall take up office as a National Officer in the Union.

8(a) A quarterly allocation will be paid to the Gas Managers Association Branch in accordance with Rule 36.

(b) For so long as the contributions payable by former members of the GMA under clause 4 above exceed the Grade 1 contribution rate for the time being, the quarterly allocation to the Gas Managers Association Branch shall be calculated as follows:

(i) a payment equal to 10% of an amount equivalent to the Grade 1 contributions of the members of that Branch; and

(ii) the total amount by which the contributions paid by members of that Branch exceed the amount equivalent to their Grade 1 contributions.

**[Transfer of engagements effective 1 November 1998]**

**S4F Transfer of Engagements - Managerial and Professional Officer's Union [w.e.f. 31.1.2001]**

Notwithstanding any other provisions of these rules, the following provisions shall apply to the transfer of engagements of the Managerial and Professional Officer's Union ("the MPO"). In this rule, references to the effective date are references to the effective date of that transfer.

1 Branches (Rule 37)

- a. On the effective date, branches ("Managerial and Professional Officers' Branches") will be established within the Public Services Section as follows:
  - (i) branches corresponding to the branches of the MPO immediately prior to the effective date; and
  - (ii) a Central Managerial and Professional Officers' Branch.
- b. From the effective date, former members of the MPO will become members of whichever Managerial and Professional Officers' Branch corresponds to their former branch (provided that any former member of the MPO not being a member of a branch immediately prior to the transfer will become a member of the Central Managerial and Professional Officers' Branch). Such members, and members first joining the Union after the effective date and being recruited or allocated to a Managerial and Professional Officers' Branch shall together be known as "Managerial and Professional Officer members".
- c. On the effective date, the persons holding the following

offices in the Branches of the transferring Union immediately before the effective date shall take up office in the Managerial and Professional Officers' Branches in the receiving Union:

<u>Post in the transferring Union</u>	<u>Post in the receiving Union</u>
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Branch Chairperson	Branch President
Branch Secretary	Branch Secretary
Branch Officer	Branch Committee Member

d. The Managerial and Professional Officers' Branches, and branches of the Union designated for that purpose by the Central Executive Council (being some of the branches in the Public Services Section of the Union), shall together be referred to as "the MPO Branches".

2 Contributions and Benefits (Rule 47 etc)

a. Managerial and Professional Officer members shall be Grade 1 members of the Union and shall pay contributions as follows:

<u>Remuneration £</u>	<u>Monthly Subscription £</u>	<u>Annual Subscription £</u>
Up to 10,000	6.25	75.00
10,001 to 12,500	7.80	93.60
12,501 to 15,000	8.55	102.60
15,001 to 17,500	9.85	118.20
17,501 to 20,000	10.90	130.80
20,001 to 25,000	13.75	165.00
25,001 to 30,000	15.55	186.60
30,001 to 35,000	16.60	199.20
35,001 to 40,000	18.15	217.80
40,001 to 45,000	19.75	237.00
45,001 to 50,000	21.00	252.00
Over 50,001	22.25	267.00
Retired Annual Only		19.00

or, if higher on an annualised basis, the current Grade 1 contribution rate of the Union.

b. Former members of the MPO shall be entitled to count their period of membership deemed continuous by and with the MPO immediately before the effective date, on the same basis for entitlement to benefits as if they had been members of the Union for the same period

c. Former retired and former honorary members of MPO will not be required to pay any contribution [so long as they remain unemployed] except for such time or times when they are in receipt of legal assistance during which time they must pay a monthly contribution at a level as if they were a former member of MPO employed on a salary paid to them immediately prior to their retirement

- 3 Central Executive Council (Rule 10)
- a. One member who was a voting member of the National Executive Council of the MPO on the day prior to the effective date and who was nominated for that purpose by the National Executive Council, shall become a member of the Central Executive Council of the Union until 2 December 2003 or such earlier date as he/she shall be entitled to remain member in accordance with the law.
- b. If, for whatever reason, a casual vacancy occurs in that position prior to 2 June 2003, that vacancy shall be filled by an election as follows:
- (i) No member of the Union shall be eligible for election unless he/she is a financial member of a Managerial and Professional Officers' Branch and was on the day prior to the effective date a member of the National Executive Council of the MPO and is not already a member of the Central Executive Council.
- (ii) Each Managerial and Professional Officers' Branch may submit one nomination. Each Financial Managerial and Professional Officers' Member shall be entitled to vote.
- (iii) Rule 11.8 shall apply to the election. The person so elected shall hold office until 2 December 2003.

- 4 Section National Committee (Rule A2)
- a. Three members who were voting members of the National Executive Council of the MPO on the day prior to the effective date and who were nominated for that purpose by the National Executive Council [one of whom shall be the person nominated for the purpose of clause 3 above], shall become members of the Public Services Section National Committee ("the National Committee") until 2 December 2003.
- b. In the event that the membership of the National Committee shall after 2 December 2003 comprise fewer than three members of the Managerial and Professional Officers' Branches, the National Committee shall have power to co-opt members who are members of the Advisory Committee created by clause 5 below, provided that it shall not thereby create a National Committee

comprising more than three members of the Managerial and Professional Officers' Branches. The exercise of this power of co-option shall be disregarded for the purpose of rule A2.2.

5 National Advisory Committee

a. On the effective date, a Managerial and Professional Officers' National Advisory Committee ("the Advisory Committee") comprising up to 16 members shall be established within the Public Services Section as follows:

(i) From the effective date until the end of the first Managerial and Professional Officers' National

Delegate

Conference established by clause 6 below, the persons holding the following offices on the National Executive Council of the MPO immediately before the effective date shall take up office on the Advisory Committee:

<u>Post in the</u>	<u>Post on the</u>
<u>National Executive Council</u>	<u>Advisory Committee</u>
President	President
Senior Vice President	Vice President
Vice President	Committee Member
Honorary Treasurer	Committee Member
Honorary Solicitor	Committee Member
Member	Committee Member

(ii) Thereafter the Advisory Committee will comprise: all members of the MPO branches who are members of the Public Services Section of the Union; and such other members as shall be elected by and from the Managerial and Professional Officers' National Delegate Conference.

b. The Advisory Committee

(i) shall consider and may make representations to the relevant National Officer of the Union, including representations as to the members to partake in any relevant joint negotiating body in respect of terms and conditions of employment, including the JNCC and for those relevant to Chief Probation Officers and other Probation Officers within MPO branches and for Rent Officers.

(ii) may advance and publicise the interests of the members of

the MPO Branches

(iii) promote the recruitment and organisation of such membership, and

(iv) shall carry out such other functions as the National Committee may delegate to it.

c. For so long as the contributions payable by a Managerial and Professional Officer member under clause 2 exceed the contribution rate appropriate to a Grade 1 member of the Union, the total amount of that excess shall be paid to the Advisory Committee to assist it in its work.

6 National Delegate Conference (Rule 68)

There shall be held no less frequently than biennially a Managerial and Professional Officers' National Delegate Conference, comprising delegates from MPO Branches, in accordance with rule 68.

7 Political Fund (Rule 67)

Former members of the MPO shall be deemed to have served notice under Rule 67.4, exempting them from contributing to the Political Fund of the Union. No former member of the MPO shall be required to make any contribution to the Political Fund unless he/she has delivered to the Union notice in writing that he/she wishes to withdraw that exemption.

8 Branches (Rules 36 - 45)

a. On the effective date, the persons holding the following offices in the Branches of the MPO immediately before the effective date shall take up office in the Managerial and Professional Officers' Branches:

<u>Post in the MPO</u>	<u>Post in the Union</u>
Branch Chairperson	Branch President
Branch Secretary	Branch Secretary
Branch Officer	Branch Committee Member

b. A quarterly payment will be made to each Managerial and Professional Officers' Branch in accordance with Rule 36, based on the contribution rate for the time being appropriate to Grade 1 members of the Union. The Managerial and Professional Officers' Branches will credit the quarterly payment to a Branch Fund.

9 Officers

On the effective date, the person holding the office of Chief Executive of the MPO immediately before the effective

date shall take up office as a National Officer of the Union.

**[Transfer of Engagements effective 31 January 2001]**

**S4G Transfer of Engagements - General Union of Loom Overlookers  
Effective Date: 22 November 2006**

Notwithstanding any other provisions of these rules, the following provisions shall apply to the transfer of the engagements of the General Union of Loom Overlookers ("GULO"). In this rule, references to the effective date are references to the effective date of that transfer.

**Branches (Rule 37)**

1. On the effective date, a "Loom Overlookers Branch" will be established within the Clothing and Textile Section (or, in the event that that Section ceases to exist before the effective date, within the Section to which members of the receiving union who were formerly members of that Section then belong) corresponding to the combined branches of GULO.
2. On the effective date:
  - former members of GULO will become members of the Loom Overlookers Branch;
  - former members of GULO and persons first becoming members of GMB after the effective date and being recruited or allocated to the Loom Overlookers Branch shall together be referred to in this rule as "Loom Overlooker members";
  - the person holding the office of President of GULO on the day prior to that date shall become the President of the Loom Overlookers Branch and shall hold such office for the remaining period of his/her term of office as President of GULO;
  - the persons holding the offices of Trustees of GULO on the day prior to that date shall become Branch Member Auditors of the Loom Overlookers Branch and shall hold such office for the remaining period of their respective terms of office as Trustees of GULO;
  - the persons holding the offices of Vice-President of GULO on the day prior to that date shall become members of the Branch Committee of the Loom Overlookers Branch and shall hold such office for the remaining period of their respective terms of office as Vice-Presidents of GULO;
  - members of the Executive Committee of GULO on the day prior to that date shall become members of the Branch Committee of the Loom Overlookers Branch and shall

hold such office for the remaining period of their respective terms of office on the Executive Committee of GULO.

**Benefits**

3. In addition to the other benefits of the Union to which they may become entitled, Loom Overlooker members shall be entitled to the following benefits provided that at the time of claim a member must not be more than 13 weeks in arrears with contributions:

- (a) a payment of £2 per day during unemployment (excluding holiday and sickness) for up to a maximum of 20 continuous weeks (100 working days) of such unemployment. In the event that the period of unemployment lasts for less than 20 continuous weeks but the member again becomes unemployed within six weeks of becoming entitled to this benefit, the subsequent period of unemployment shall be treated as continuous with the first; and
- (b) a payment of £200 on a Loom Overlooker member reaching the age of 65 or (payment being made to the member's dependants) upon his/her earlier death.

**S4H Transfer of Engagements - Ambulance Service Union**

**Effective Date: 23 January 2008**

Notwithstanding any other provisions of these rules, the following provisions shall apply to the transfer of engagements of the Ambulance Service Union ("the ASU"). In this rule, references to the effective date are references to the effective date of that transfer.

3 Branches (Rule 37)

- a On the effective date, branches ("ASU Branches") will be established within the Public Services Section corresponding to the branches of the ASU immediately prior to the effective date.
- b From the effective date, former members of the ASU will become members of whichever ASU Branch corresponds to their former branch. Such members, and members first joining the Union after the effective date and being recruited or allocated to an ASU Branch shall together be known as "ASU members".
- c On the effective date, the persons holding the following offices in the Branches of the transferring Union immediately before the effective date shall take up office in the ASU Branches in the receiving Union:

<i>Post in the ASU</i>	<i>Post in the Union</i>
Branch Chair	Branch President
Branch Secretary	Branch Secretary
Treasurer	Branch Committee
Member	
Health and Safety Officer	Branch Committee
	Member
Branch Committee Member	Branch Committee
	Member

4 Contributions and Benefits (Rule 47 etc)

- a ASU members shall be Grade 1 members of the Union and will pay as a contribution the sum set out below per month or the contribution rate (currently £2.40 per week) appropriate to that Grade, whichever is the greater pro rata

NHS Pay Band	Monthly Subscription
Band 1	£5.50
Band 2	£6.50
Band 3	£7.50
Band 4	£9.50
Band 5	£11.00
Band 6	£13.00
Band 7	£15.00
Band 8 or above	0.65% of basic salary

PROVIDED THAT should an ASU member for any reason cease to be a member of an ASU branch while remaining a member of the Union, he/she shall thereupon pay the contribution rate appropriate to Grade 1  
AND PROVIDED THAT retired former members of the ASU shall be treated as retired life members under Rule 49A and this rule will apply to former members of the ASU who retire after the effective date

- b Former members of the ASU shall be entitled to count their period of membership deemed continuous by and with the ASU immediately before the effective date, on the same basis for entitlement to benefits as if they had been members of the Union for the same period.

5 The Ambulance Service Group

- a There shall be an Ambulance Service Group, comprising ASU members and other members of the Union who work in the Ambulance Service.
- b The Ambulance Service Group will recruit and promote the interests and aspirations of members working in the ambulance service. It shall be subject to the rules of the Union and the following by-laws:

“1. The ASU Group shall be part of the Public Services Section of the Union. In the event of any conflict between the rules of the Union and these by-laws, the rules of the Union shall prevail.

2. The National Ambulance Committee (“the Ambulance Committee”) shall administer the work of the Group. Its members shall cease to hold office on leaving or retiring from the Ambulance Service.

3. The Ambulance Committee shall meet with such frequency and at such location and time as it may agree with a Regional Secretary nominated by the General Secretary (“the nominated Regional Secretary”). The Ambulance Committee shall arrange the Ambulance Service National Delegate Conference in co-operation with the nominated Regional Secretary.

4. The Officer allocated to support the ASU Group shall attend meetings of the Ambulance Committee and shall act as its Secretary.

5. So long as the Union is entitled to one or more seats on the NHS Staff Council, one such seat shall be taken by an Ambulance Service member nominated by the Ambulance Committee.”

- 4 Public Services Section National Committee (Rule A2)
  - a Two members who were voting members of the National Executive Committee of the ASU on the day prior to the effective date and who were nominated for that purpose by the National Executive Committee, shall become members of the Public Services Section National

Committee ("the Section National Committee") until 31 December 2009. If for any reason a casual vacancy occurs in either position prior to 31 December 2009, that vacancy shall not be filled.

- b In the event that after 31 December 2006 the membership of the Section National Committee comprises fewer than two members of the ASU branches, that Committee shall have power to co-opt members who are members of the Ambulance Committee PROVIDED that (a) it shall not thereby create a Section National Committee comprising more than two such members and (b) rule A2.2 shall not apply.

#### 5 The National Ambulance Committee

- a On the effective date, a National Ambulance Committee ("the Ambulance Committee") comprising up to 16 members shall be established within the Public Services Section as follows:

- (i) From the effective date until the end of the first ASU National Delegate Conference established by clause 6 below, the Committee shall comprise (a) the persons holding office on the ASU National Executive Committee immediately prior to the effective date and (b) members of the Union working in the Ambulance Service and nominated for that purpose by the Central Executive Council.
- (ii) From the end of the first ASU National Delegate Conference, the Ambulance Committee shall comprise (a) all members of the ASU branches who are members of the Section National Committee; and (b) such other members as shall be elected by and from the ASU National Delegate Conference.

#### b The Ambulance Committee

- (i) shall consider and may make representations to the relevant National Officer of the Union, including representations as to the members to partake in any relevant joint negotiating body in respect of terms and conditions of employment;
- (ii) may advance and publicise the interests of the members of the ASU Branches
- (iii) shall promote the recruitment and organisation of such membership, and

(iv) shall carry out such other functions as the National Committee may delegate to it.

6 National Delegate Conference (Rule 68)

There shall be held annually an Ambulance Service National Delegate Conference, comprising delegates from ASU Branches and from other members of the Union who work in the Ambulance Service, in accordance with rule 68.

7 Central Executive Council (Rule 10)

a One member who was a voting member of the National Executive Committee of the ASU on the day prior to the effective date and who was nominated for that purpose by the National Executive Committee, shall become a member of the Central Executive Council of the Union until 31 December 2009 or such earlier date as he/she shall be entitled to remain such a member in accordance with the law.

b If, for whatever reason, a casual vacancy occurs in that position prior to 31 December 2009, that vacancy shall be filled by an election as follows:

- (i) No member of the Union shall be eligible for election unless he/she is a financial member of an ASU Branch;
- (ii) Each ASU Branch may submit one nomination. Each financial ASU Member shall be entitled to vote;
- (iii) Rule 11.8 shall apply to the election. The person so elected shall hold office until 31 December 2009.

8 Political Fund (Rule 67)

Former members of the ASU shall be deemed to have served notice under Rule 67.4, exempting them from contributing to the Political Fund of the Union. No former member of the ASU shall be required to make any contribution to the Political Fund unless he/she has delivered to the Union notice in writing that he/she wishes to withdraw that exemption.

9 Branch Allocation (Rule 36)

A quarterly payment will be made to each ASU Branch in accordance with Rule 36, based on the contribution

rate for the time being appropriate to Grade 1 members of the Union. ASU Branches will credit the quarterly payment to a Branch Fund.

#### 10 Officers

On the effective date, the person holding the office of Assistant General Secretary of the ASU immediately before the effective date shall take up office as a Regional Organiser of the Union.

### **S4I Transfer of Engagements - Community and District Nursing Association**

**Effective Date: 15 April 2010**

Notwithstanding any other provisions of these rules, the following provisions shall apply to the transfer of the engagements of the Community and District Nursing Association ("CDNA"). In this rule, references to the effective date are references to the effective date of that transfer.

#### **Membership (Rule 5)**

##### 3. On the effective date

- former members of the CDNA who have not entirely retired from employment will become ordinary members of the Union
- former associate members of the CDNA who have entirely retired from employment will become retired life members of the Union.

#### **Branches (Rule 36)**

##### 4. On the effective date, the Union will establish a Community and District Nursing Association ("the Association") within

- a Region nominated for that purpose by the Central Executive Council and
- the Public Services Section

corresponding to the combined branches of CDNA. The Association shall be treated for all purposes as if it were a Branch of the Union.

##### 5. On the effective date:

- former members of CDNA will become members of the Community and District Nursing Association;
- former members of CDNA and persons first becoming members of GMB after the effective date and being recruited or allocated to the Community and District Nursing Association shall together be referred to in this rule as "Community and District Nursing members".

6. At a time or times to be decided by the Central Executive Council, Community and District Nursing Members will become members of a branch or branches of the Union nominated for that purpose by each Regional Secretary.

**National Officer (Rule 17E)**

7. On the effective date, the Chief Executive of the CDNA shall become an elected National Officer of the Union.

**Contributions and Benefits (Rule 46 etc)**

8. Subject to the following paragraphs of this rule, Community and District Nursing Members shall be members of the Union and shall pay contributions in accordance with the following table:

Type	Description	GMB Grade	GMB Contributions
A	<p>(i) nurses working within a Community setting and/or Primary Health Care who have recognised community qualifications and are currently registered to practise with the NMC;</p> <p>(ii) nurses currently registered to practice with the NMC and working in a nursing capacity in a</p>	Grade 1 unless Grade 2	<p>£10.46 per month until 30/09/2010.</p> <p>From 01/10/2010 Grade 1 contributions</p>

	Community setting and/or in Primary Health Care; or working within Higher Education Institutes or on secondment to the acute Trust		
B	Health Care Assistants and Nursing Auxiliaries employed in Primary Health Care and/ or in a community setting;	Grade 1 unless Grade 2	£6.69 per month until 30/09/2010.  Then £7.50 per month until 30/09/2011.  Then £10.84 per month until 30/09/2012.  Then grade 1 contributions
C	(i) nurses who do not meet the above criteria, e.g. practice managers, members of voluntary organisations, directors of social services and other interested in Primary Health Care;  (ii) nurses who wish only a professional affiliation to the Association (including former Affiliate Members of the transferring union)	Grade 1 unless Grade 2	£5.48 per month until 30/09/2010.  Then £7.50 per month until 30/09/2011.  Then £10.84 per month until 30/9/2012.  Then grade 1 contributions
D	Former Associate Members of CDNA who had not entirely retired from employment prior to	Grade 1 unless Grade 2	Grade 1 or Grade contributions as appropriate

	the effective date.		
E	Those working part-time for 20 hours or less per week; Juveniles under 18 years; Those recruited as unemployed and not subsequently employed.	Grade 2	Grade 2 contributions, save that any former member of CDNA who was paying a higher amount on the day prior to the effective date shall continue to pay that higher amount until it is exceeded by the Grade 2 contribution rate.
F	Former Associate Members of CDNA who had entirely retired from employment prior to the effective date.	Retired life member	No contribution payable
G	Student nurses.	Grade 2	<i>No contribution payable until 1 October 2010, when Grade 2 contributions payable</i>
H	Unemployed and sick members.	Grade 1 or Grade 2 as appropriate	5 pence per week

**Central Executive Council (Rule 10)**

9. One member who was a voting member of the CDNA National Executive Committee on the day prior to the effective date shall become a member of the Central Executive Council until 5 December 2011 or such earlier date as he/she shall be entitled to remain a member in accordance with the law.

10. In the event that he/she shall be required by law to cease to be a member of the Central Executive Council on a date before 5 December 2011, he/she shall be invited to observe meetings of the Central Executive Council held between such date and 5 December 2011.

**Public Services Section National Committee (Rule A2)**

11. One member who was a voting member of the CDNA National Executive Committee on the day prior to the effective date shall become a member of the Public Services Section National Committee until 5 December 2011. The addition of this member shall be disregarded for the purposes of the maximum number of 16 members laid down in rule A2.2.

**Community and District Nursing National Advisory Committee**

12. On the effective date, a Community and District Nursing National Advisory Committee ("the Advisory Committee") comprising up to 16 members shall be established within the Public Services Section as follows:

On the effective date, the persons who held the following offices on the CDNA National Executive Committee on the day immediately before the effective date shall take up office as follows

<i>CDNA Office</i>	<i>Office on the Advisory Committee</i>
National Chair	Chair
National Vice-Chair	Vice-Chair
Member	Member.

13. On the effective date, the persons who were the Patron and the Honorary President of the CDNA on the day prior to that date shall become the Patron and the Honorary President respectively of the Advisory Committee.