



**Advance  
Union**

# **RULE BOOK & OUR VALUES**



VERSION 1.0 2024

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# Advance Union

# RULE BOOK

## 1. Title

The title of the Trades Union shall be 'Advance Union' (AU).

## 2. Aims and Objectives of Advance Union

- 2.1. To act collectively as a trades union for people who are employed by United Kingdom subsidiaries (including the Crown Dependencies) of the Santander Group and other companies where we have recognition agreements.
- 2.2. To protect and promote the individual and collective interests of members and to regulate the Terms and Conditions of employment of all members by negotiation and consultation with their employer.
- 2.3. To provide and maintain such services as may be deemed appropriate.
- 2.4. To provide advice and assistance to members in matters which concern employment.
- 2.5. To enable members to co-operate with other organisations to promote the aims of Advance union.

## 3. Membership

- 3.1. Ordinary membership. All people, other than those in Executive Management within Advance Union's bargaining group and/or who are employed by an associated/recognized company, are eligible to be considered for ordinary membership. For the avoidance of doubt, Executive Management will be those on a higher grade than S5 (this will be subject to change from time to time by Advance Union's National Executive Committee).
- 3.2. Retained membership. All people who fall outside of Advance Union's bargaining group and who do not work for an associated or recognised company.
- 3.3. The decision for eligibility for membership, in any category of membership, is that of the National Executive Committee.

## 4. Rights of Members

- 4.1. Ordinary Members.
  - 4.1.1. Ordinary members will be entitled to attend and vote at all properly called Annual

General Meetings (AGM) as set out in this Rule Book.

- 4.1.2. Ordinary Members shall be entitled to advice and assistance on matters connected with their employment.
- 4.2. Retained members.
  - 4.2.1. Retained members are entitled to attend the Annual General Meeting.
  - 4.2.2. Retained members are entitled to general advice on matters connected with their employment.
  - 4.2.3. The General Secretary has discretion to allow assistance for a retained member in exceptional circumstances.

## 5. Admission of Members

- 5.1. Every applicant for Ordinary/ Retained membership shall either complete an application form online, by post or make a telephone application with the subscription payment or means of payment.
- 5.2. Ordinary or retained membership would commence on receipt of the first payment.

## 6. Termination of Membership

- 6.1. Membership will cease if a person cancels their membership of Advance Union.
- 6.2. If an ordinary member leaves paid employment from the bargaining group (as set out in Rule 2.1.1 that



recognises Advance Union), then membership will automatically revert to that of retained membership.

- 6.3. Ordinary membership will continue if that person is in dispute with their employer over the circumstances of their termination and has sought the assistance of Advance Union in that dispute, prior to the termination of their employment. In such cases, ordinary membership will end if after the ongoing dispute is completed.
- 6.4. Retained membership can only be cancelled by the member themselves. This can be done by cancelling payment or by resigning their retained membership. Cancellation of retained membership is solely the responsibility of the retained member.
- 6.5. Members whose subscription is two months or more in arrears shall be suspended from membership and the associated rights of membership. After four months in arrears, membership shall cease. Any exception to

this rule must be authorised by the General Secretary.

- 6.6. Re-admission of a lapsed member will require a fresh membership application and the payment of all outstanding subscription payments for the entire lapsed period.

## **7. Subscription**

- 7.1. The rate of subscriptions for Ordinary and Retained membership shall be fixed and determined by the National Executive Committee by a majority vote.
- 7.2. The subscription will be paid by direct debit.
- 7.3. In the case of Advance Union members on unpaid sick leave, the General Secretary has the discretion to waive subscriptions, allowing the member to receive the full benefits of union membership.

## **8. Register of Members**

- 8.1. A register of members will be maintained at Advance Union's registered office.
- 8.2. Advance Union will retain members' information in accordance with current regulations.

## **9. Duties of Members**

- 9.1. All members shall abide by the rules of Advance Union during membership and not conduct themselves in any

way that is prejudicial to the interests or aims of the union.

- 9.2. No member shall harass, abuse, assault or unlawfully discriminate against another member, representative, third party or a member of Advance Union's staff.
- 9.3. All members of the union are required to update the Advance Union office of any change of workplace and/or private address in writing, by phone or online.
- 9.4. All members shall use their best endeavours to recruit further members.

## **10. Members requiring assistance**

- 10.1. Members who require the assistance of Advance Union should deal directly with the Union and not commit themselves to any form of action without advice from Advance Union.
- 10.2. Upon completing one month of fully paid-up ordinary membership of Advance Union, members will be entitled to full representation for any formal process. An individual who is within a process (for example, a Disciplinary process) that has started before the one-month period is completed, would be ineligible for full representation. A process will be deemed to have started if the colleague has been invited to a fact-find

meeting, or any formal meeting.

- 10.3. Members who do not meet the criteria in Rule 10.2 will be entitled to telephone advice and, only then, upon receipt or commitment of at least one subscription payment, in accordance with Rule 7.
- 10.4. All advice and assistance in relation to Court proceedings will be on the basis that the internal process has been fully exhausted, allowing for the timescales of the Employment Tribunal. Legal representation will be assigned according to a merit-based assessment and reviewed by the General Secretary. The qualification period would be 12 months membership before the process initiated.

## **11. Communication with Members**

- 11.1. Any general communication (statements on behalf of Advance Union) must be authorised by the General Secretary. For the avoidance of doubt, this includes (but not limited to) leaflets, flyers and posters.
- 11.2. A ballot of members shall not be undertaken without the permission of the General Secretary, excluding ballots for election purposes.

## **12. Eligibility for Election**

- 12.1. To become the General Secretary, you must be an employee within Santander Bank, have been a fully paid-up Ordinary Member for the last 3 years and be a current member of the National Executive Committee or hold a senior position within Advance Union. For the avoidance of doubt, this would include (but not be limited to) holding the position of Assistant General Secretary or Deputy General Secretary. Nominees must be proposed by one eligible member and seconded by 5 others from no fewer than 3 separate areas.
- 12.2. To be eligible to stand for the position of President or Vice-President of the National Executive Committee, you must have been a member of the National Executive Committee in the last three years and work within Advance Union's bargaining group. Nominees must be proposed by one eligible member and seconded by 4 others from no fewer than 3 separate areas.
- 12.3. To be eligible to stand for the National Executive Committee, you must be a current member of the Area Committee for that NEC's Area and work within Advance Union's bargaining group. Nominees must be proposed by one eligible

member and seconded by 3 others from the area that is related to the elected position.

- 12.4. All fully paid-up Ordinary Members of more than 12 months standing and working within Advance Union's bargaining group are eligible for nomination for election to the Area Committee of the National Executive Committee. Nominees must be proposed by one eligible member and seconded by one other from the area that is related to the elected position.
- 12.5. All nominations for elected posts shall be submitted to the Returning Officer by the date and time requested, nominated and seconded by any members from the relevant areas and with written consent of the candidates. All elections will operate under the agreed guidelines.
- 12.6. Should the position of National Executive Committee member, President or Vice-President of the National Executive Committee or General Secretary become vacant during the existing term and have more than 6 months remaining of the existing term, a by-election will be held to fill the role for the remainder of the term.

### **13. General Secretary**

- 13.1. The General Secretary will be

the Chief Operating Officer and shall be responsible to the National Executive Committee and Conference. A General Secretary's duties shall include, but not be limited to, the overall finances of the union, advising on implementing policy and other decisions of the National Executive Committee, ensuring decisions of all meetings are properly recorded, acting as the principal spokesperson and negotiating officer for Advance Union and to be solely responsible for the control of all Advance union offices and staff. A General Secretary shall have the power to delegate all such duties at their own discretion. The General Secretary shall ensure that proper records of financial accounts are kept, setting out all sums of money received and expended by the Union and the matters in respect of which the receipt and expenditure takes place, all sales and purchases of goods and services by the Union, the assets and liabilities of the union, and all such other matters as, according to good accountancy practice, should be set out in the books of accounts.

- 13.2. The General Secretary will be an ex-officio member of all Advance Union committees but will not be able to vote on any of them.

### **14. President and Vice-President of the National Executive Committee**

- 14.1. The President and Vice-President will be ex-officio members of all Advance Union Committees but shall be unable to vote on any of them.
- 14.2. The President will preside over NEC meetings.
- 14.3. The President and Vice-President will sit on the Conference Preparation Sub-Committee and jointly chair Conference.
- 14.4. The President will ensure good communication between all Union Committees.
- 14.5. The President and Vice-President will be active participants at some Partnership meetings.
- 14.6. The Vice-President will deputise for the President in their absence.

### **15. The National Executive Committee**

- 15.1. The governing and policy-making body of Advance Union shall be the National Executive Committee. The National Executive Committee: 1) may appoint Sub-Committees as required, 2) shall determine the policy of Advance union, 3) shall appoint Trustees, 4) shall determine its own Standing Orders which govern the conduct of all meetings and 5) approve the monthly financial

accounts of Advance Union.

- 15.2. No policy decision will be discussed again, within one year of the original decision being agreed, unless a two-thirds majority of the committee are in favour of this discussion.
- 15.3. The National Executive Committee can vote to co-opt a member onto the appropriate Sub-Committee for the remainder of an existing term.
- 15.4. The National Executive Committee shall determine the Terms of Reference for any appointed Sub-Committees.
- 15.5. The National Executive Committee will require reports/minutes from associated Sub-Committees.
- 15.6. The National Executive Committee shall determine the remuneration paid to the General Secretary and all other Advance union Officers (for the avoidance of doubt, this includes but is not restricted to, expense payments).
- 15.7. The National Executive Committee may invite observers to its meetings. They may be invited to attend part or all the meeting. They may speak by invitation but will have no right to vote.
- 15.8. The National Executive Committee will meet at least four times per year.
- 15.9. The quorum for the National Executive Committee shall

be 51% of the elected voting members. Such a quorum must be present at the time that any decision is made, or any note taken. If the National Executive Committee is not fully quorate, any actions will be held over and agreed at a time when a fully quorate National Executive Committee is present.

15.10. It is the responsibility of the NEC representative to ensure that their committee elects and maintains a Health and Safety representative and that adequate minutes of these meetings are maintained.

#### **16. Advance union Area Committees**

16.1. The Area Committees will consist of at least four members. The maximum number of members will be 10 members.

16.2. The National Executive Committee member shall act as an ex-officio member of the Area Committee and be responsible for arranging no fewer than 4 meetings per year.

16.3. The Area Committee will submit minutes to the National Executive Committee, as required.

16.4. Area Committees may submit motions to the National Executive Committee.

### **NEED TO FORMULATE MOTIONS FOR CONFENCEE**

#### **17. Elections**

17.1. All elections shall be instituted and carried out in accordance within the provisions of the Trade Union & Labour Relations (Consolidation) Act (1992), as amended by the Trade Union Reform & Employment Rights Act (1993) and the Trade Unions Ballots & Election (Independent Scrutineer Obligations) Order (1993). For further detail please refer to 'Election Guidelines'.

#### **18. Annual General Meeting**

18.1. The Annual General Meeting shall be convened to be held each year and shall be chaired by the President of the National Executive Committee.

18.2. A minimum of 30 days' notice of the meeting will be given to all members. This notice may be in writing or by electronic medium (as a notice on the Advance union Website, [www.advance-union.org](http://www.advance-union.org)).

18.3. The Annual General Meeting will consider and approve Advance unions 's Financial Reports and Accounts and the appointment of Auditors.

#### **19. Conference**

19.1. Please see Advance Union Conference Policy.

#### **20. Finance – Trustees**

20.1. The National Executive Committee will appoint, for a period of two years, Trustees over all properties and funds of Advance union, in accordance with current legislation. The powers conferred and the duties imposed upon Trustees shall be as determined under these Acts.

20.2. There shall be five trustees. A quorum will be all five trustees to attend the meetings.

20.3. The National Executive Committee shall appoint Trustees by a majority of those present (subject to being quorate).

20.4. The National Executive Committee shall have the power to terminate Trusteeship by a majority vote of those present at the meeting (subject to being quorate). Such a motion must be circulated to all members of the National Executive Committee and to all Trustees at least 7 days prior to the meeting.

20.5. A Trustee may be removed in accordance with current legislation.

#### **21. Levies**

21.1. A levy may be imposed upon Ordinary members in addition to the normal subscription.

21.2. Such a levy must be proposed by the National Executive Committee and agreed by a two-thirds majority of it.

21.3. This proposal must be endorsed at a General Meeting of Advance Union by a simple majority.

#### **22. Auditors**

22.1. The Auditors shall be appointed to audit Advance Union's accounts annually for their presentation at the Union's Annual General Meeting. The auditors may attend the Annual General Meeting to answer any questions relating to the accounts.

#### **23. Industrial Action**

23.1. If a Procedure Agreement exists with an employer, then normally all stages shall be completed before industrial action is considered.

23.2. Any industrial action taken shall be strictly in accordance with the provisions of the Trade Union & Labour Relations Consolidation Act (1992), as amended by the Trade Union Reform & Employment Rights Act (1993).

23.3. No industrial action can be taken without a secret ballot of the membership, approved by the General Secretary or the National Executive Committee.

23.4. The ballot can be restricted to a section or part of the membership, if the issue concerns that section/part only.

23.5. Industrial action can be approved if the results of a ballot



give a majority of 51 per cent of those entitled to vote being in favour of the industrial action.

#### **24. Alteration of the Rules**

24.1. These Rules may be altered by the National Executive Committee or at the Advance Union Conference, following the appropriate steps.

#### **25. Complaints into breaches of these Rules**

25.1. Any member may complain if they believe that these rules have been breached. In the first instance, complaints should be referred to the General Secretary who will follow Advance Union's Complaints Procedure.

#### **26. Complaints against Representatives**

26.1. In the event of complaints or Grievances being raised against Advance union Representatives, in the first instance these should be referred to the General Secretary who will follow Advance Union's Complaints Procedure.

#### **27. Data Protection**

27.1. Advance union will adhere to all relevant Data Protection legislation. Anyone with access to members' personal data will deal with it in line with the Fair Processing Notice and Advance union's Data Protection policy.

27.2. For further details, please refer to Advance Union's Data Protection Policy and Statement.

#### **28. Dissolution of Advance union**

28.1. Advance union may be dissolved with the consent of two-thirds of the membership, given by ballot.

28.2. The National Executive Committee and the Trustees will remain in office until all matters and financial arrangements are settled.

28.3. Any surplus funds will be distributed evenly between the current membership, each of whom must have one year or more of continuous membership at the date of dissolution.

# Advance Union

## OUR VALUES



### **BECOME EXPERT**

We are an indispensable source of credible information, consistent guidance and support throughout our members professional lives.

### **COMMITTED**

We are committed to all members and place them at the heart of every decision we make.

### **RELIABLE**

We are members' first port of call because we are trusted and dependable.

### **CHALLENGING**

We are unafraid to challenge effectively on behalf of all members both individually and collectively.

### **COLLABORATION**

We will work in the spirit of partnership at every level with management and the bank.

### **ACT WITH INTEGRITY**

Every decision we make should be the right thing, Honesty Integrity, and confidentiality will be key.

### **BE PROFESSIONAL**

All our members and representatives should always remain professional in our approach and in our ethics.

### **ACT RESPONSIBLY**

Decisions made by Advance Union must act in the interests of our members foremost but also our place in wider society.

### **BE ACCOUNTABLE**

We are fully accountable to the members that elect us and its important we operate an open and transparent process for all our decisions so our members can elect representatives that truly look after everyone's interests at work.

### **BE KIND**

Its good to critic ideas and concepts, but not the person. AU will challenge disrespectful behaviors, but equally ensure we recognize positive ones.

Your Voice at Work!

**01442 891 122**  
**[www.advance-union.org](http://www.advance-union.org)**



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