

# DEPARTMENT OF LABOUR

HEAD OFFICE PRETORIA



It is hereby certified that the constitution of

*UTATU SARWHU*

complies with the requirements of subsection (5) and (6) of section 95, read with section 101 of the Labour Relations Act, 1995.

Reference number: LR 2/6/2/2006

Date: ...

*22 June 2012*

A handwritten signature in black ink, appearing to read 'G. M. M.', written over a dotted line.

.....  
Registrar of Labour Relations

## PART 1

### INTRODUCTION AND DEFINITIONS

#### 1. NAME

UTATU SARWHU being the amalgamated unions of the former United Transport and Allied Trade Union and the South African Railways and Harbour Union.

#### 2. TITLE/ADDRESS

2.1 Any expression used in this constitution that is defined in the Labour Relations Act, 1995 (Act No 66 of 1995) shall have the meaning ascribed to it in the Act.

2.2 The Head Office of the Union shall be at such a place in the Republic of South Africa as determined by the Executive Council, and is currently situated at UTATU House, 182 Louis Botha Avenue, Houghton Estate, 2198.

#### 3. DEFINITIONS

3.1 In this Constitution words referring to:

3.1.1 the singular shall include the plural and vice versa;

3.1.2 the masculine shall include the feminine and vice versa;

3.1.3 Juristic Entities shall include natural persons and vice versa;

- 3.1.4 Juristic Entities shall include their successors in title.
- 3.2 Unless inconsistent with the context, the following words or expressions shall have these meanings assigned to them in this clause 3:
- 3.3 "**Branch**" shall mean a committee consisting of a number of Trade Union Representatives in a specific area as determined by the Executive Council.
- 3.4 "**Branch Committee**" shall mean the Committee of a Branch consisting of all elected TUR's within the jurisdiction of such Branch, as determined by the Executive Council.
- 3.5 "**Business day**" means any day other than a Saturday, Sunday or official public holiday in South Africa.
- 3.6 "**Days**" shall mean ordinary calendar days.
- 3.6.1 Where any number of days is prescribed, or must be calculated from a particular day in terms of the Constitution, such number shall be calculated as excluding that day and commencing on the next day.
- 3.6.2 Where any day for the performance of any obligation in terms of this Constitution falls on a day other than a business day, such obligations shall be performed on the immediate following business day.
- 3.7 "**Head Office**" shall mean the Head Office of the Union and the office of the General Secretary.
- 3.8 "**Member**" shall mean a member of the Union who has been accepted for membership of the Union in terms of this Constitution and whose subscriptions have at all relevant times been paid in full.
- 3.9 "**Month**" shall mean one calendar month.

- 3.10 **“National Congress”** shall mean a body of delegates elected in terms of this Constitution to govern the Union.
- 3.11 **“Office Bearer” or “Representative” or “TUR”** shall mean a member who is elected by a group of members in terms of this Constitution.
- 3.12 **“Ranking System”** shall mean the election process set out in clauses **13.2.3 to 13.2.6.8**
- 3.13 **“Secretariat”** shall mean offices of the General Secretary, Deputy-, or Assistant General Secretary or Assistant Secretary, or such other names of such offices as may be determined by Exco from time to time.
- 3.14 **“TUR”** shall mean Trade Union Representative.
- 3.15 **“The Constitution”** shall mean this Constitution and any annexures or schedules referred to herein.
- 3.16 **UTATU SARWHU** shall mean the amalgamated union consisting of the former Union UTATU (United Transport and Allied Trade Union) and former Union SARWHU (South African Railways and Harbour Union)
- 3.17 **“UNION”** shall mean UTATU SARWHU.
- 3.18 **“Written Notice”** shall include notice boards, unless this Constitution specifically requires otherwise.

#### 4. **OBJECTS**

The objects of the Union shall be:

- 4.1 To regulate relations between employees and employers, including any organisation of either employees or employers.
- 4.2 To promote the interests of its members.
- 4.3 To plan and organise its administration and lawful activities.

- 4.4 To affiliate to and participate in the activities of any National or International Workers Organisations and / or the International Labour Organisation.
- 4.5 To promote, support or oppose any legislative matters that may affect the interest of its members.
- 4.6 To encourage lawfully all eligible employees to become members of the Union.
- 4.7 To offer legal assistance to its members in connection with or arising out of their employment, which assistance shall be determined by the Management Committee in their sole and absolute discretion.
- 4.8 To establish and administer funds for the benefit of its members and / or their dependants.
- 4.9 To encourage the settlement of any disputes between members and employers or employer organisations through conciliation, mediation or arbitration.
- 4.10 To do such lawful things as may appear to be in the interest of the Union and its members and which are not inconsistent with the objects or any matter specifically provided for in this Constitution.
- 4.11 To borrow, invest, lend or donate monies for the promotion of the objects of the Union as may be determined by the Management Committee in their sole and absolute discretion from time to time.

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**5. STATUS OF THE UNION**

5.1 The Union shall be a body corporate with perpetual succession capable of:

5.1.1 entering into contractual and other relations and,

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5.1.2 suing and being sued in its own name and,

5.2 The Union shall be an organisation not for gain.



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## PART 2

### MEMBERSHIP

#### 6. MEMBERSHIP

6.1 Membership of the Union is open to any employee in the Republic of South Africa who is employed by the Juristic Entities or is employed in the industries, Sectors or activities as set out in Part 6 of this Constitution;

#### 6.2 Application for Membership

6.2.1 Application for membership or re-admission as member of the Union shall be made in writing by the applicant completing and signing the Union's membership application form.

6.2.2 Subject to the provisions of 6.2.3, the applicant's membership shall commence on delivery by hand of the Union's membership application form, duly signed by the member, to an authorised office bearer or to the Union's Head office by the applicant.

#### 6.2.3

6.2.3.1 Every application for membership shall be considered by the General Secretary, who shall advise the applicant within 21 (twenty one) days of



receipt thereof by the Head Office whether the membership has been confirmed or declined.

6.2.3.2 The commencement of the various categories of benefits of membership shall be determined by;

6.2.3.2.1 the rules governing such benefit;

6.2.3.2.2 the receipt of the member's membership subscription within such time as the Executive Council may determine from time to time.

6.2.4 The applicant agrees that, on being granted membership to the Union, he will do all in his power to uphold the aims and objects of the Union.

6.2.5 The General Secretary may on confirmation of membership supply a member with a membership card.

6.2.6 All members shall have access to the Union's Constitution which is available on the Union's website or from that member's TUR or available for inspection at the Union's Head Office.

6.2.7 All members are deemed to be members of a specific Branch having jurisdiction over a specific constituency as determined by the Executive Committee. Upon transferring to another constituency such person shall automatically become a member of that new Branch.

6.2.8 Non-members shall not be admitted to any meetings of the Union unless specifically invited by the Chairperson of that meeting.



6.2.9 Every member shall advise the Union Head Office of his change of postal address, in writing and within 7 (seven) days from the date of any change of address.

6.2.10 An applicant whose application for membership has been refused shall be provided with the reasons for such refusal.

6.2.11 Appeals

6.2.11.1 If an application for membership has been refused by the General Secretary, or if the member's membership has been terminated or if the member's benefits of membership have been suspended, the applicant shall have the right to appeal such decision to the Executive Council who shall have the authority to confirm, vary or set aside the decision by the General Secretary.

6.2.11.2 Such appeal shall be in writing and must be submitted to the General Secretary at least 4 (four) weeks before an ordinary meeting of the Executive Council.

6.2.11.3 The Executive Council's decision is final.

6.2.12 Re-admission of Members

A member who has resigned from the Union or whose membership has been terminated may be re-admitted as a member on such conditions as may be determined by the Executive Council.

**7. DISCIPLINE**

7.1 A member may be suspended, or his membership may be terminated, as determined by the Management Committee:

7.1.1 If he contravenes any of the terms of this Constitution; or

7.1.2 if he acts in a manner that is prejudicial to the interests of the Union :

7.2 Disciplinary Committee

7.2.1 The General Secretary shall notify the member in writing of the decision of the Management Committee to suspend or to terminate the member's membership.

7.2.2 A member who is dissatisfied with the Management Committee's decision may, within twenty one (21) days of dispatch of the notification by the General Secretary, submit representations in writing, which shall include all evidence available as well as a response to the accusation against the member, to the Management Committee, who shall appoint a Disciplinary Committee to consider the representations.

7.2.3 The Disciplinary Committee shall consist of 3 members (save that Management Committee members may not form part of the Disciplinary Committee).

7.2.4 The Disciplinary Committee may confirm, set aside or vary decisions of the Management Committee.

7.3 Should the Disciplinary Committee confirm or vary the decision of the Management Committee, then the member may appeal against such decision:

7.3.1 by submitting his appeal in writing to the General Secretary;

7.3.2 within 21 (twenty-one) days of dispatch of the notification by the General Secretary, in writing of the decision of the Disciplinary Committee;

7.3.3 such appeal may include written evidence in support of the member's appeal.

7.4

7.4.1 The Executive Council shall consider the appeal at its next meeting following the receipt of such notice of Appeal and may confirm, set aside or vary the findings of the Disciplinary Committee.

7.4.2 The decision by the Executive Council on the member's appeal shall be final and binding on the member.

7.5 The suspension and/or termination of the member's membership shall not be implemented pending;

7.5.1 21 (twenty-one) days after dispatch of the notification by the General Secretary to the member of the Management Committee's decision in 7.2.2.

7.5.2 21 (twenty-one) days after dispatch of the notification by the General Secretary to the member of the decision of the Disciplinary Committee in terms of 7.3.2 subject to the member submitting his representations as required in 7.3.

7.5.3 the finalisation of the appeal process set out in 7.4, subject to the member noting an appeal as required in terms of 7.4.

8. **MEMBERSHIP**

8.1 Suspension of Membership Benefits

8.1.1. Save for the provisions of 8.1.2, a member shall cease to be entitled to any of the benefits of membership, including the right to vote:

8.1.1.1 if such member's subscriptions or other monies due by him to the Union are more than one (1) month in arrears;

8.1.1.2 during any period of suspension in terms of this Constitution;

8.1.1.3 should the member cease to be employed in any of the industries, Sectors or activities referred to in PART 6";

8.1.2 The Management Committee may upon the written application by the member concerned, defer the operation of this clause to such date as they may in their discretion deem appropriate.

8.2 Termination of Membership

8.2.1 A member may resign by giving 1 (one) calendar month's written notice to the General Secretary.

8.2.2 A member whose subscriptions are more than two (2) months in arrears will automatically cease to be a member of the Union, save that the Management Committee may upon the written application by the member concerned, defer the operation of this clause 8.2.2 to such date as they may in their discretion deem appropriate.

8.2.3 Outstanding Payments

8.2.3.1 At the termination of membership any monies still owing by such member to the Union are payable immediately.

8.2.3.2 If such payment is not made within 14 (fourteen) days, the General Secretary may institute such actions as he may deem necessary to effect payment.

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8.2.4 A member who resigns or whose membership has been terminated shall have no claim to any of the funds of the Union.

## 9. SUBSCRIPTIONS

9.1 A member's subscription to the Union shall be made by way of a debit order deduction from his salary or bank account.

9.2 The Executive Council shall from time to time determine the amount of a member's subscription which shall have reference to the member's basic monthly salary (excluding bonuses, allowances, overtime and Sunday time).

9.2.1 A member shall ensure that the correct subscription is deducted from his salary each month and that his subscriptions are always deducted in full to enable the member to enjoy the benefits of his membership.

9.2.2 A member shall in addition to his subscriptions, be obliged to pay any other amounts prescribed in terms of the rules of any fund created in terms of clause 4.8 of this Constitution.

9.3 The Management Committee may upon the written application by the member concerned, defer the operation of this **clause 9** to such date as they may in their discretion deem appropriate.



## PART 3

### STRUCTURE AND OFFICE BEARERS

**10. OFFICE BEARERS OF THE UNION shall be:**

- 10.1 The President
- 10.2 The Vice President
- 10.3 Executive Councillors;
- 10.4 Management Committee Members;
- 10.5 Branch Committee Office Bearers;
- 10.6 Trade Union Representatives.

**11 NATIONAL CONGRESS**

11.1 National Congress

11.1.1 The National Congress shall be the highest authority of the Union and shall comprise of the President, the Vice President, the Executive Council and delegates elected as determined in Clause 11.1.3.

11.1.2 Time of Meeting

11.1.2.1 National Congress shall normally meet once every 4 (four) years on a date determined by the Executive Council.

11.1.2.2 The General Secretary shall give each Branch Secretary of the Union, 6 (six) months notice of the date of a National Congress.

11.1.3 National Congress Delegates

11.1.3.1 The election of delegates to National Congress shall take place at least 60 (sixty) days before the date of such Congress on a basis determined by the Executive Committee.

11.1.3.2 The General Secretary shall determine at least 3 (three) months prior to the National Congress, on the basis of the membership records held at Head Office, the voting power of each delegate. The General Secretary shall advise the Branch committees accordingly.

11.1.4 National Congress Agenda

The Executive Council shall draw up an agenda and the General Secretary shall distribute it to Branches at least 30 (thirty) days prior to National Congress.

11.1.5 The Purpose of National Congress

The purpose of the National Congress is primarily for:

11.1.5.1 The election of the Executive Council and alternates.

11.1.5.2 The consideration and, where applicable, the acceptance of reports by the President, General Secretary and other reports.

11.1.5.3 The formulation of policy.

11.1.5.4 Discussion of matters as per the agenda.

11.1.6 Conduct of the Meeting

11.1.6.1 The Chairperson at meetings of the National Congress shall be the President of the Union or, in his absence, the Vice President or, in his absence, a person appointed by the Executive Council.

11.1.6.2 Decisions at National Congress shall be carried by a majority of two thirds of the delegates.

11.1.6.3 Voting on motions shall be by a show of hands unless the National Congress decides otherwise.

11.1.6.4 In the event of the equality of voting, the Chairperson shall have a casting vote.

11.1.7 Special National Congress

11.1.7.1 A special National Congress shall be called by the President when the Executive Council requests a meeting or when at least half of the members request it in writing.

11.1.7.2 A request for a special National Congress by Branches shall be sent to the General Secretary and must be accompanied by an explanation of the reasons for such a request.

11.1.7.3 The General Secretary shall refer such a request to the President as soon as possible.

11.1.7.4 If acceptable reasons for the urgency are contained in the request, the President may authorise the holding of a special National





Congress at short notice, which shall not be less than twenty one (21) days.

11.1.7.5 Branches shall be advised as soon as possible and in the most practical manner by the General Secretary of the holding of such a special National Congress and the agenda.

11.1.8 Quorum

The quorum at a National Congress or a Special National Congress shall be at least two-thirds of the delegates who have been elected to represent the members at such National Congress or Special National Congress.

11.1.9. Minutes

11.1.9.1 The General Secretary of the Union, or a person delegated by him, shall keep minutes of all meetings of the National Congress, the Executive Council and the Management Committee.

11.1.9.2 Minutes of the National Congress shall be sent to each Branch within 3 (three) months of the National Congress.

**12. ELECTION OF PRESIDENT AND VICE PRESIDENT**

12.1.1 The President shall:

12.1.1.1 preside at all meetings where he is present;

12.1.1.2 ensure compliance with the Constitution of the Union;

12.1.1.3 sign all minutes of meetings after acceptance;

12.1.1.4 in general control the affairs of the Union;

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- 12.1.1.5 execute such other customary duties as are applicable to the position of the President between meetings of the Executive Committee and the Management Committee;
- 12.1.1.6 in the event of equality of voting, the President shall have a casting vote only;
- 12.1.2 The Vice President shall:
  - 12.1.2.1 exercise the powers and perform the functions of the President in the event of the latter not being available for any reason;
  - 12.1.2.2 execute any other duties as may be determined by the President and/or Management Committee and / or Executive Council from time to time;

12.1.3 The Acting President/Vice President

When either of the President or Vice President (or both of them) are temporarily or permanently unable to perform their duties, the Executive Council shall appoint a member from amongst their ranks to act as President and/or Vice President and he will fill the position until the President or Vice President is in a position to resume their duties or elected in terms of **12.2.5**;

12.1.4 Nomination of Presidential Candidates

The Branches shall advise the General Secretary of their nominations for the positions of President and Vice President ("the Presidential Candidates") 30 (thirty) calendar days prior to the commencement of the National Congress.

12.1.5 Election of Presidential Candidates

Immediately after the election of the Executive Council, the Executive Council shall meet at the National Congress and shall by way of a secret

ballot elect the President and Vice President from the nominated candidates.

12.1.5.1 The President

The Presidential Candidate with the highest number of votes shall be elected as President.

12.1.5.2 The Vice President

The Vice-Presidential Candidate with the highest number of votes shall be elected as Vice President.

12.1.6 Counting of votes

The votes cast shall be counted by three (3) scrutineers appointed by the National Congress.

12.1.7 Equality of votes

12.1.7.1 In the event of an equality of the number of votes received by two (2) or more candidates, then a re-election shall take place for those sets of candidates who received an equality of votes.

12.1.7.2 In the event that after such re-election there is still an equality of votes, then the election of the candidates shall be determined by the "drawing of straws".

12.1.8 Vacancies

12.1.8.1 In the event that the position of President becomes vacant then the Vice President shall become President and a vacancy shall then exist for the position of the Vice President.

12.1.8.2 In such event or in the event of a vacancy occurring in the office of the Vice-President, then the Executive Council shall, if such a vacancy occurs at a meeting of the Executive Council, or failing that at the next meeting of the Executive

Council, fill such vacancy by electing an Executive Councillor to such vacancy.

12.1.8.3 Any person filling a vacancy shall hold such office for the unexpired term of the period of office of his predecessor.

### 13 THE EXECUTIVE COUNCIL

13.1 The management of the Union between meetings of the National Congress shall be vested in an Executive Council consisting of the President, the Vice President and other Executive Council members who are elected in terms of this Constitution.

#### 13.2 Election of Executive Council Members at Congress

##### 13.2.1 Composition of the Executive Council

13.2.1.1 The Executive Council currently consists of the President, the Vice President and fifteen (15) Councillors, which Councillors have been elected from the following Sectors:

13.2.1.1.1 Six (6) Councillors from the Freight Rail Sector.

13.2.1.1.2 Three (3) Councillors from Engineering Sector.

13.2.1.1.3 Two (2) Councillors from the Maritime Sector.

13.2.1.1.4 One (1) Councillor from the Support Services Sector.

13.2.1.1.5 Three (3) Councillors from PRASA.

13.2.1.2 The number of Councillors constituting the Executive Council and/or the number of Councillors from each

Sector and/or the Sectors and/or additional Sectors may be varied by the Executive Council from time to time having regard to, inter alia, the number of members in each Sector, the needs of each Sector and the work load on Councillors from each Sector. For the purposes of this Clause 13, the word Sector shall mean Sector or Sub-Sector as the case may be.

13.2.2 Nomination of Candidates for the Executive Council

The Branches within each Sector who wish to nominate members for election ("the Candidates") in that Sector shall advise the General Secretary of such nominations at least thirty (30) calendar days prior to the date of the commencement of the National Congress.

13.2.3 Election

13.2.3.1 The election of the Candidates to the Executive Council and their Alternates shall be held during the National Congress in which the delegates in each Sector shall vote for Candidates in that specific Sector, and shall be conducted by secret ballot.

13.2.3.2 In the event of there being the same number of nominations or fewer nominations than required pursuant to 13.2.1 above then:

13.2.3.2.1 the Candidate/s so nominated shall be declared duly elected at the National Congress; and

13.2.3.2.2 if applicable, nominations shall be called for at the National Congress to fill the remaining vacancies to complete the requisite number of Councillors in terms of 13.2.1 above.

13.2.3.3 Candidates nominated at the National Congress in terms of **13.2.3.2.2** shall:

13.2.3.3.1 be proposed and seconded by Branches in that Sector;

13.2.3.3.2 accept such nomination orally at the National Congress;

13.2.3.3.3 In the event of there being more candidates than required initially or as a result of the implementation **13.2.3.2.2** then an election shall be held by secret ballot.

13.2.4 Counting of votes / "the Ranking System"

13.2.4.1 The number of votes for each candidate shall be counted by three scrutineers elected by Congress.

13.2.4.2 The number of votes obtained by each candidate shall be recorded in a "List" ranking from the candidate with the highest number of votes to the candidate with the lowest number of votes.

13.2.4.3. In the event that there is only one Councillor for a Sector, then the candidate ranking first in that Sector shall be declared the elected Councillor for that Sector.

13.2.4.4 Similarly if there is more than one representative for a Sector, then the elected Councillors for that Sector shall be that number of Councillors corresponding with the ranking of the candidates on the List.

13.2.4.5 Those candidates on the List who have not been elected shall be known as alternates and shall retain their ranking on the list so as to fill vacancies as set out below.

13.2.5 Equality of votes

13.2.5.1 In the event of an equality of the number of votes received by two (2) or more candidates, then a re-election shall take place for those sets of candidates who received an equality of votes.

13.2.5.2 In the event that after such re-election there is still an equality of votes, then the election of the candidates shall be determined by the "drawing of straws".

13.2.6 Vacancies

13.2.6.1 In the event that a vacancy occurs in a Sector in the Executive Council at any time after the election, then the alternate ranking next on the List shall automatically become the Councillor for that Sector (and so on).

13.2.6.2 The General Secretary shall as soon as practical after the vacancy has arisen, confirm the appointment of the next ranking candidate as Executive Councillor.

13.2.6.3 Where vacancies occur in the Executive Council for the position of an Executive Councillor or an Alternate and this vacancy cannot be filled by the promotion of an alternate ranking on the list, then the General Secretary shall request written nominations from the Branches in that Sector within two (2) weeks of such vacancy occurring.

13.2.6.4 The nominations of members to fill such vacancy shall be submitted within one (1) month by members to the General Secretary.

13.2.6.5 An election by way of a postal ballot by the Branches shall be held within two (2) months.



13.2.6.6 Each Branch shall have the same number of votes allocated to that Branch at the preceding National Congress.

13.2.6.7 In the event of more than one candidate being nominated then the "ranking system" shall apply to such election.

13.2.6.8 A member elected to fill any vacancy shall hold office for the unexpired term of office of his predecessor.

13.3 Vacation of Office by an Executive Councillor

13.3.1

13.3.1.1 A member of the Executive Council shall vacate his seat in any of the following circumstances:

13.3.1.1.1 On resignation, suspension or upon termination of his membership of the Union.

13.3.1.1.2 Upon absenting himself without permission of the Executive Council for three (3) consecutive meetings of the Council.

13.3.1.1.3 By resignation as a member of the Executive Council by furnishing notice to the General Secretary in writing and such resignation shall take effect immediately on receipt by the General Secretary of such notice, alternatively oral notice may be given during an Executive Council meeting, and such resignation will take effect immediately.

13.3.1.1.4 Upon ceasing to be employed in the Sector/Industry that he represents.

13.3.1.1.5 If an Executive Councillor is elected as President, or Vice President, he shall vacate his position as





Executive Councillor of the relevant Sector/Industry for which he was elected.

13.4 Meetings of the Executive Council

13.4.1 The Executive Council normally meets at least once every quarter on a date and place to be determined by the President.

13.4.2 Special Meetings

Special meetings of the Executive Council:

13.4.2.1 may be called by the President whenever he deems it necessary; or

13.4.2.2 may be called on receipt by the President of a written request signed by at least two thirds of the members of the Council;

13.4.2.3 shall be convened within 14 (fourteen) days:

13.4.2.3.1 after the President has deemed a meeting necessary; or

13.4.2.3.2 after receipt by the President of a written request referred to above.

13.4.3 Emergency Meetings

The President shall be entitled to call an emergency meeting of the Executive Council by giving notice to members of the Executive Council of not less than 48 (forty-eight) hours.

13.4.4 Notice

The General Secretary shall give notice of all meetings to members of the Executive Council which notice:

13.4.4.1 shall be in writing;

13.4.4.2 shall specify the date, time and place of such meeting;

13.4.4.3 shall include an agenda of items to be discussed at such meeting;

13.4.4.4 shall be given 7 (seven) days prior to such meeting, save for the provisions of 13.4.3.

13.4.5 Quorum & Voting Strengths

13.4.5.1 Quorum

13.4.5.1.1 The quorum for meetings of the Executive Council shall be two-thirds of the Executive Council members.

13.4.5.1.2

13.4.5.1.2.1 In the event that an Executive Councillor furnishes notice that he is unable to attend a meeting, then the President may invite that Executive Councillor's alternate to attend such meeting on behalf of the said Executive Councillor.

13.4.5.1.2.2 If a member/s of the Executive Council and their alternates are unable to be physically present at a meeting of the Executive Council, such Councillor



("the Remote Councillor")  
may be linked to the  
meeting by inter alia,  
telephone or other  
electronic means of  
audio/visual  
communication and  
accordingly be considered  
to be present at the  
meeting provided that the  
Remote Councillor:

13.4.5.1.3 Is present for the full duration of the  
meeting;

13.4.5.1.4 Can be heard by all the other  
Councillors present at the physical  
meeting and vice versa;

13.4.5.1.5 If no quorum is present within thirty  
(30) minutes of the time determined  
for the meeting, the meeting shall  
stand adjourned until the same day in  
the following week (and if that day  
should be a public holiday, until the  
next business day) at the same time  
and place save that if the meeting was  
an Emergency Meeting the meeting  
shall stand adjourned to the same  
time and place on the second  
business day following the meeting.

13.4.5.1.5.1 At such adjourned  
meeting the members of  
Executive Council then in



attendance shall form a quorum.

13.4.5.1.5.2 Written notice of such adjourned meeting shall be given to all members of the Executive Committee.

#### 13.4.5.2 Voting Strengths

13.4.5.2.1 Notwithstanding the number of Executive Councillors who make up the Executive Committee, the voting strength of each of the Councillors may not necessary be equal but shall be determined according to the number of members in the Sector that each Councillor represents and the number of Councillors representing that Sector.

13.4.5.2.2 The Voting strength for each Sector shall be determined as follows:

0 – 4000 members in that Sector = 1 vote

4001 – 6000 members in that Sector = 2 votes

6001 – 8000 members in that Sector = 3 votes

8001 – 10000 members in that Sector = 4 votes

13.4.5.2.3 By way of examples only and for clarity purposes only;



13.4.5.2.3.1

13.4.5.2.3.1.1 A Sector having 6100 members will be entitled to 3 votes;

13.4.5.2.3.1.2 If the Sector is represented by 5 Councillors then each Councillor's vote will be worth 0.6 of a vote.

13.4.5.2.3.2

13.4.5.2.3.2.1 A Sector having 3620 members will be entitled to 1 vote;

13.4.5.2.3.2.2 If the Sector is represented by 2 Councillors then each Councillor's vote will be worth 0.5 of a vote.



13.4.5.2.3.3

13.4.5.2.3.3.1 A Sector having 4283 members will be entitled to 2 votes;

13.4.5.2.3.3.2 If the Sector is represented by 2 Councillors, then each Councillor's vote will be equal to 1 vote.

13.4.6 Urgent Interim Decisions

If a matter arises between meetings of the Executive Council, that is urgent and can be answered by a simple "yes" or "no", the President may authorise a vote by members of the Council by mail, fax, email, SMS or any other electronic communication system which has been approved by the Executive Council from time to time.

13.4.7 Motions

13.4.7.1 No motion will be considered unless it has been seconded.

13.7.4.2 All matters that are the subject of motions shall be voted on by the raising of hands (unless determined otherwise) and the motion shall be carried by the majority of votes by those members who are present.

13.4.8 Minutes

13.4.8.1 The General Secretary of the Union, or a person delegated by him, shall:

13.4.8.1.1 Table the minutes of the previous meeting which shall be signed by the President after adoption;

13.4.8.1.2 keep minutes of all meetings of the Executive Council;

13.4.8.1.3 send the minutes of each meeting to each member of the Executive Council within 21 (twenty one) days of each meeting.

14 **MANAGEMENT COMMITTEE**

14.1 A Management Committee shall control the affairs of the Union between meetings of the Executive Council, in terms of this Constitution and the policies of the Union. The Management Committee shall comprise the President (Chairperson), Vice President, the General Secretary and 4 additional members and 2 alternate members or such other number as may be determined by the Executive Council from time to time and who shall be elected by the Executive Council.

14.2 The powers of the Management Committee shall be:

14.2.1 to implement legal action on behalf of, or render legal assistance to members in matters in connection with and/or arising out of the members' employment;

14.2.2 to institute or defend legal action on behalf of the Union;

14.2.3 to open and operate a banking account in the name of the Union;



- 14.2.4 to establish or close Branches in any area and to determine the area of jurisdiction of Branches;
- 14.2.5 to suspend a Branch Committee for actions contrary to the terms of this Constitution or instructions issued by the Executive Council and to take over the management of such a Branch until a new Branch Committee has been elected;
- 14.2.6 to make and implement regulations regarding the procedures and administrative affairs of the Union that are not contradictory to the terms of this Constitution, the Labour Relations Act of 1995, or any other Act;
- 14.2.7 to adjudicate on any procedural issues that are not provided for in this Constitution;
- 14.2.8 to do such other legitimate things as, in the opinion of the Executive Council, may appear to be in the interests of the Union and its members and are not contradictory to any of the objectives set out in clause 4 of this Constitution or with any other matter that the Constitution specifically provides for;
- 14.2.9 to acquire by purchase, lease or otherwise any movable or immovable property on behalf of the Union and to sell, let, mortgage or otherwise deal with or dispose of any movable or immovable property as determined by the Executive Council.

14.3. Meetings of the Management Committee

14.3.1 The Management Committee normally meets monthly on a date and place to be determined by the President.

14.3.2. Special meetings of the Management Committee;

14.3.2.1 may be called by the President whenever he deems it necessary; or

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14.3.2.2 may be called on receipt by the President of a written request signed by at least two thirds of the members of the Committee;

14.3.2.2.1 shall be convened within 14 (fourteen) days;

14.3.2.2.2 after the President has deemed a meeting necessary; or

14.3.2.2.3 after receipt by the President of a written request referred to above.

14.3.3 Emergency Meetings

The President shall be entitled to call an emergency meeting of the Management Committee by giving notice to members of the Management Committee of preferably not less than 48 (forty-eight) hours.

14.3.4 Notice

The General Secretary shall give notice of all meetings to members of the Management Committee which notice:

14.3.4.1. shall be in writing;

14.3.4.2. shall specify the date, time and place of such meeting;

14.3.4.3. shall include an agenda of items to be discussed at such meeting.

14.3.4.4. shall be given 7 (seven) days prior to such meeting, save for the provisions of 14.3.3.

14.3.5 Quorum

14.3.5.1 The quorum for meetings of the Management Committee shall be two-thirds of the Management Committee members.

14.3.5.2 If a member/s of the Management Committee and their alternate are unable to be physically present at a meeting of the Management Committee, such committee member ("the Remote Committee Member") may be linked to the meeting by inter alia, telephone or other electronic means of audio/visual communication and accordingly be considered to be present at the meeting provided that the Remote Committee Member:

14.3.5.2.1. Is present for the full duration of the meeting;

14.3.5.2.2. Can be heard by all the other Committee Members present at the physical meeting and vice versa.

14.3.5.3 If no quorum is present within 30 (thirty) minutes of the time determined for the meeting, the meeting shall stand adjourned until the same day in the following week (and if that day should be a public holiday, until the next business day) at the same time and place save that if the meeting was an Emergency Meeting the meeting shall stand adjourned to the same time and place on the second business day following the meeting.

14.3.5.3.1 At such adjourned meeting the members of Management Committee

then in attendance shall form a quorum.

- 14.3.5.3.2 Written notice of such adjourned meeting shall be given to all members of the Management Committee

14.3.6 Urgent Interim Decisions

If a matter arises between meetings of the Management Committee, that is urgent and can be answered by a simple "yes" or "no", the President may authorise a vote by members of the Council by mail, fax, email, SMS or any other electronic communication system which has been approved by the Executive Council from time to time.

14.3.7 Motions

14.3.7.1 No motion will be considered unless it has been seconded.

14.3.7.2 All matters that are the subject of motions shall be voted on by the raising of hands (unless determined otherwise) and the motion shall be carried by the majority of votes by those members who are present.

14.3.8. Minutes

14.3.8.1 The General Secretary of the Union, or a person delegated by him, shall:

14.3.8.1.1 Table the minutes of the previous meeting which shall be signed by the President after adoption;

14.3.8.1.2 keep minutes of all meetings of the Management Committee;



- 14.3.8.1.3 send the minutes of each meeting to each member of the Management Committee Council within 21 (twenty one) working days of each meeting.

**15. ESTABLISHMENT AND CONTROL OF BRANCHES**

**15.1 Branches**

- 15.1.1. A written request for the establishment of a Branch by members in that area shall be submitted to the Management Committee.
- 15.1.2 If the Management Committee approves the establishment of a Branch, the General Secretary shall implement the decision.
- 15.1.3 The General Secretary, in conjunction with the Management Committee, shall have the right to investigate any Branch at any time and shall have access to all records of the Branch and shall have the authority to take them into custody.
- 15.1.4 If a member should leave the jurisdiction of a Branch temporarily and continues with his trade in the jurisdiction of another Branch, he shall be a member of the latter Branch for the period employed there, in which case his membership of the former Branch will lapse.
- 15.1.5. The provisions of 15.1.4 shall not apply to members who have been elected as President and Vice-President and they shall, notwithstanding that they leave the jurisdiction of the Branch for the term of their office as President, or Vice President, be deemed to remain as members of the Branch of which they were a member immediately prior to their election as President or Vice President, ("their former Branch") and accordingly may be nominated and elected as an Executive Councillor representing the Sector in which their former Branch is situated.

15.2 Duties of Branch Committee Office Bearers

In addition to the general control and management, of Branch meetings, Branch Committees shall have the power to:

15.2.1

15.2.1.1 attempt to settle disputes in terms of the Executive Council directives;

15.2.1.2 from time to time appoint sub-committees to investigate, and report, on matters referred to them by the Branch Committee;

15.2.1.3 from time to time execute such other duties as may be required in the interests of the Union and its members and which do not conflict with the provisions of the Constitution.

15.3 Branch Office Bearers and Officials

15.3.1. Branch Committee

The management of a Branch shall vest in a Branch Committee comprising of a Chairperson, a Branch Secretary and two members of the Branch.

15.3.2 Term of Office

15.3.2.1 A special Branch meeting of the Branch shall be held by no later than 31 April of every fourth year (i.e. in the year in which the National Congress will be held) for the purposes of electing the Branch Committee.

15.3.2.2 The Branch Committee members and their alternates shall hold office from the date of their election until the next Special Branch meeting to

elect a Branch Committee which is to be held four (4) years later.

**15.3.3 Nominations for Branch Committee**

**15.3.3.1** For the purposes of clause **15.3**, the Election Officer shall be the Branch Secretary and failing him the Branch Chairperson and failing him any member of the Branch Committee and failing all of them such person as may be appointed by the General Secretary.

**15.3.3.1.1** At least 21 days prior to the Special Branch meeting set out in **15.3.2** the Election Officer shall in writing call for the nominations of Candidates to fill the positions in **15.3.1**.

**15.3.3.1.2.** Nominations shall be:

**15.3.3.1.2.1** In writing;

**15.3.3.1.2.2** signed by the proposer and seconder;

**15.3.3.1.2.3** signed by the nominee;

**15.3.3.1.2.4** delivered to the Election Officer at least 14 days prior to the proposed date of the election.

**15.3.3.1.3** The Election Officer shall at least 10 days prior to the proposed date of the election furnish the names of the nominees in a written notice to all TURs in that Branch.



15.3.4 Election of Branch Committee

15.3.4.1 The election of the Candidates to the Branch Committee and their alternates shall be conducted by secret ballot.

15.3.4.2 In the event of there being the same number of nominations or fewer nominations than required in **15.3.1** to fill the positions then:

15.3.4.2.1 the Candidates so nominated shall be declared elected at the Special Branch Meeting; and

15.3.4.2.2 if applicable, nominations shall be called for at the Special Branch Meeting to fill the remaining vacancies to complete the requisite number of Branch Committee Members in terms of **15.3.1** above.

15.3.4.3 Candidates nominated at the Special Branch Meeting in terms of **15.3.1** shall:

15.3.4.3.1 be proposed and seconded at the Special Branch Meeting;

15.3.4.3.2 accept such nomination orally at the Special Branch Meeting;

15.3.4.3.3 in the event of there being more candidates than required initially or as a result of the implementation of **15.3.4.2.2**, then an election shall be held by secret ballot of the TURs present at that Special Branch Meeting.



15.3.4.4 TURs may vote in person at the Special Branch Meeting or by mail as provided in 15.5.

15.3.4.5 Counting of Votes

15.3.4.5.1 The number of votes for each candidate shall be counted by two scrutineers elected at the Special Branch Meeting.

15.3.4.5.2 The number of votes obtained by each candidate shall be recorded in a "List" ranking from the candidate with the highest number of votes to the candidate with the lowest number of votes.

15.3.4.5.3 In the event that there is only one nomination for a position on the Branch Committee, then the candidate ranking first for that position shall be declared elected for that position.

15.3.4.5.4 Similarly if there is more than one nomination for a position/s on the Branch Committee, then the elected members for those positions shall be that number of candidates corresponding with the ranking of the candidates on the List.



15.3.4.6 Equality of votes

15.3.4.6.1 In the event of an equality of the number of votes received by two (2) or more candidates, then a re-



election shall take place for those sets of candidates who received an equality of votes.

15.3.4.6.2 In the event that after such re-election there is still an equality of votes, then the election of the candidates shall be determined by the "drawing of straws".

15.3.5 Resignation of members of the Branch Committee

An office bearer may resign by submitting a written notice to the Branch Secretary, or in the Branch Secretary's absence, to the Branch Chairman. Such resignation shall take place with immediate effect.

15.3.6 Vacancies in a Branch Committee

15.3.6.1 In the event that a vacancy occurs in a Branch Committee at any time after the election referred to in 15.3.2, then such vacancy shall be filled as follows:

15.3.6.1.1 The Election Officer as referred to in 15.3.3.1 shall call for nominations from all TURs in that Branch to fill the vacancy.

15.3.6.1.2 Such notice shall be sent out within 7 days of the vacancy occurring and shall set out the date for the election to fill such vacancy which date shall be at least 21 days after the dispatch of this notice.

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15.3.6.1.3 Save as may be set out in this clause **15.3.6**, the nomination process and the election shall follow the procedure set out in **15.3.3.1** to **15.3.4.6.2** *mutatis mutandis*, save that any reference to a Special Branch Meeting shall be deemed to be a reference to a Branch Meeting held for the purpose of an election to fill vacancies.

15.3.6.1.4 A member elected into a vacancy shall fill the position for the remainder of his predecessor's term of office.

#### 15.4 Meetings of Branch Committees

15.4.1 The Branch Committees normally meet at least once every 2 (two) months on a date and place to be determined by the Branch Chairperson.

#### 15.4.2 Special meetings of the Branch Committees:

15.4.2.1 may be called by the Branch Chairperson whenever he deems it necessary; or

15.4.2.2 may be called on receipt by the Branch Chairperson of a written request signed by at least half of the members of the Branch Committee;

15.4.2.3 shall be convened within 14 (fourteen) days:

15.4.2.3.1 after the Branch Chairperson has deemed a meeting necessary; or

15.4.2.3.2 after receipt by the Branch Chairperson  
of the written request referred to above.

15.4.3 Notice of Meetings

15.4.3.1 The Branch Secretary shall give notice of all  
meetings to members of the Branch Committee  
which notice:

15.4.3.1.1 shall be in writing;

15.4.3.1.2 shall specify the date, time and place  
of such meeting;

15.4.3.1.3 shall include an agenda of items to be  
discussed at such meeting, in  
sufficient detail to enable those TUR's  
who are unable to attend a branch  
meeting to submit their vote as  
provided in 15.5.1.

15.4.3.1.4 shall be given 14 (fourteen) days prior  
to such meeting save for the  
provisions of 15.4.4.

15.4.4 Emergency Meetings

The Branch Chairperson shall be entitled to call an  
emergency meeting of the Branch Committee by giving  
notice to members of the Branch Committees of not less  
than forty-eight (48) hours.

15.4.5 Quorum

15.4.5.1 The quorum for meetings of the Branch  
Committees shall be one half of the Branch  
Committees members plus 1 (one) Branch  
Committee member.

15.4.5.2 If no quorum is present within thirty (30) minutes of the time determined for the meeting, the meeting shall stand adjourned until the same day in the following week (and if that day should be a public holiday, until the next business day) at the same time and place save that if the meeting was an Emergency Meeting the meeting shall stand adjourned to the same time and place on the second business day following the meeting.

15.4.5.3 At such adjourned meeting the members of the Branch Committee then in attendance shall form a quorum.

15.4.5.4 Written notice of such adjourned meeting shall be given to all members of the Branch Committee.

15.4.6 Motions

15.4.6.1 No motion will be considered unless it has been seconded.

15.4.6.2 All matters that are the subject of motions shall be voted on by the raising of hands (unless determined otherwise) and the motion shall be carried by the majority of votes by those members who are present.

15.4.7 Minutes

15.4.7.1 At each meeting the minutes of the previous meeting shall be read by the Branch Secretary and signed by the Branch Chairperson after adoption.



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15.4.7.2 The Secretary of a Branch Committee, or a person delegated by him, shall keep minutes of all meetings of that Committee.

15.4.7.3 Minutes of the Branch Committees, shall be sent to each member of the Branch Committee within 30 (thirty) days of each meeting.

15.5 Voting by Mail

15.5.1 TUR's who are unable to attend a Branch meeting may submit their vote in a sealed envelope to the Branch Secretary before the meeting. Such votes will be cast with the votes cast at the meeting to determine the outcome of the voting on such issue.

15.5.2 Any TUR who wishes to cast a vote at an election of Office Bearers who have been nominated and seconded and whose nominations have been publicised by the Election Officer in terms of 15.3.3.1.3, may request a ballot paper from the Election officer in writing. The Election Officer shall hand such ballot paper to the voter timeously, and the voter shall then sign an acknowledgment of receipt.

15.5.3 Such ballot paper shall contain the names of the candidates.

15.5.4 The ballot paper may not be marked in any way other than with a cross (X) against the name of the candidate for whom the member wishes to cast his vote and any ballot paper containing any other mark will be regarded as spoiled.

15.5.5 The voter casting his vote shall place it in a suitable, sealed ballot box that has been provided by the Election

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Officer at a place that has been identified to all voters and that is reasonably accessible.

**16. WORKPLACE**

16.1 Members of the Union employed in the same location shall form a Workplace.

16.1.1 These members shall elect their own Trade Union Representatives.

16.1.2 The number of Trade Union Representatives for each Workplace shall be determined by the Executive Council in accordance with the Labour Relations Act or the various Recognition Agreements applicable to a specific industry..

16.1.3 The Trade Union Representatives of each Workplace shall represent that Workplace in the Branch under which the Workplace falls.

16.1.4 The Trade Union Representatives shall be elected by the members of a Workplace by no later than 28 February of every fourth year (i.e. in the year in which the National Congress will be held) and shall hold office until the next election for TURs which shall take place no later than four years from the date of their election.

16.1.5 The election of Trade Union Representatives shall be conducted on an informal basis as determined by the members of the Workplace.

16.1.5.1 Any vacancy in the office of a Trade Union Representative shall be filled by an election as soon as possible after such vacancy has occurred.

16.1.5.2 A Trade Union Representative elected into a vacancy shall fill the position for the remainder of his predecessor's term of office.



16.1.6. In the event of any dispute arising in regard to the election process, such dispute will be referred to the General Secretary for his final determination.

16.2 Trade Union Representatives

16.2.1 Trade Union Representatives shall :

16.2.1.1 execute the decisions of the National Congress, the Executive Council and the Management Committee;

16.2.1.2 recruit members and promote their interests;

16.2.1.3 represent members at Area, Branch and Workplace levels as determined by the Executive Council from time to time and/or the provisions of clause 14.4 of the Labour Relations Act;

16.2.1.4 monitor the employer's compliance with an Act that regulates agreements, policies and conditions of service;

16.2.1.5 report any contravention of an Act that regulates Agreements, policies and conditions of service to the employer, Union or any responsible authority or body.

16.3 Meetings in the Workplace

16.3.1 Meetings of members of a Workplace may take place as and when required at the work place at a time and date to be determined by the Trade Union Representatives elected by that Workplace.

16.3.2 Meetings in the workplace may be held informally.



16.3.3 Any disputes arising in respect of the procedure for meetings in the workplace shall be submitted to the General Secretary for determination.

## 17 REMOVAL AND SUSPENSION OF OFFICE BEARERS

### 17.1. Motion of No Confidence

17.1.1 A person elected to the positions of President, Vice-President, Management Committee member, Branch Chairperson, Branch Secretary, or TUR may be removed from office in the event of the Committee from which he was elected passes a motion of no confidence in such Office Bearer.

17.1.2 The motion of no confidence must be carried by at least 75% of the respective Committee Members.

17.2 Notwithstanding the provisions of 17.1, any Office Bearer may be removed from his office by the Management Committee as set out in 17.3.

### 17.3 Procedure

17.3.1 The General Secretary receives a request (herein after referred to as the "request"), signed by at least twenty five percent (25%) of the members who are represented by such Office Bearer:

17.3.1.1 in respect of the President, Vice-President, this shall mean 25% of the total of all the Branches who must have obtained a mandate from the members of that Branch.

17.3.1.2 in respect of an Executive Councillor this shall mean 25% of the members in that Sector;

17.3.1.3 in respect of the Branch Committee this shall be 25% of the TURs in that Branch;





- 17.3.1.4 in respect of TURs 25% this shall mean of the members of that Workplace
- 17.3.2 The request shall set out the reasons for the removal of the Office Bearer.
- 17.3.3 The General Secretary shall within 14 days of receipt of the request, forward the request to the relevant Office Bearer who may within 21 days of dispatch the request to him, forward his written responses to the request to the General Secretary.
- 17.3.4 The General Secretary shall place the request together with the written response by the Office Bearer on the Agenda of the next Management Committee, who shall determine whether the reasons for the request are reasonable.
- 17.3.5 Should the Management Committee resolve that the reasons for the request are reasonable, they shall instruct the General Secretary to hold a ballot for the members who are represented by the relevant Office Bearer as to whether the Office Bearer should be removed.
- 17.3.6 Should the majority of members (represented by the relevant Office Bearer) decide that the Office Bearer should be relieved from his position, he shall cease to fill the position from the date of the result of the election.

17.4 Vacancy

The vacancy created by the removal of an Office Bearer shall be filled in the manner prescribed in this Constitution for that position.

17.5 Suspension of an Office Bearer

- 17.5.1 In the event that an Office Bearer acts:
- 17.5.1.1 in a manner that is prejudicial to the interests of the Union;
- 17.5.1.2 in contravention of any of the terms of this Constitution;

17.5.1.3 in a manner that brings or has the potential to bring the Union into disrepute;

17.5.1.4 in a disruptive manner whilst attending any Union meetings or attending to any Union business;

then that Office Bearer may be summarily suspended by the President from his duties, pending the finalisation of disciplinary proceeds against such Office Bearer.

17.5.2 The disciplinary procedure set out in 7.2 to 7.4 shall apply *mutatis mutandis* save that the suspension of the Office Bearer will take effect immediately.

17.5.3

17.5.3.1 The President shall immediately after the suspension of an Office Bearer advise the Management Committee of the decision to suspend the Office Bearer and the Management Committee shall consider the suspension.

17.5.3.2 If the Management Committee confirms the suspension, then the disciplinary procedure set out in 7.2 to 7.4 shall apply *mutatis mutandis* to such suspension, save that the Office Bearer's suspension shall take effect from the time that the Office Bearer was suspended by the President until the finalisation of the appeal process set out in 7.3 and 7.4.

## 18. VOTING BY BALLOT

18.1

18.1.1 In addition to those instances where a Ballot (and for purposes of this Constitution a Ballot may include the obtaining of a Mandate) of members is required by Law, the Executive Council may determine that any issue may be submitted to the members (and

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for the purposes of this clause, a member may depending on the context mean a Branch or TURS) for determination by way of a Ballot.

18.1.2 The Executive Council may determine the process for obtaining a mandate or a Ballot as may be necessary from time to time.

18.2 The outcome of a Ballot shall be binding on the Union.

18.3 Before calling a strike, the Union must call a Ballot amongst those members for whom it intends calling a strike.

18.4 Despite provisions to the contrary, no member of the Union may be disciplined or have his membership terminated for their failure or refusal to participate in a strike if:

18.4.1 no Ballot was held in relation to such strike; or

18.4.2 a ballot was held but a majority of the members who voted did not vote in favour of the strike.



## PART 4

### ADMINISTRATION

#### 19 USE OF FUNDS

19.1 The funds of the Union shall be applied to:

19.1.1 the payment of its expenses;

19.1.2 the acquisition of property;

19.1.3 the attainment of the objects specified in the Constitution;

19.1.4 such other lawful purposes as may be decided upon by the National Congress, the Executive Council, the Management Committee or by a majority of the members in a ballot.

#### 19.2 Deposit of Funds

Funds received by the General Secretary on behalf of the Union shall be deposited within 7 (seven) days from receipt thereof at a bank determined by the Executive Council.

#### 19.3 Approval of Payments and Signatories

Payments require the approval of the Management Committee and shall be made by cheque or Electronic Fund Transfer duly authorised or signed by the President, General Secretary and a designated member; or in the absence of these 3 (three) officer bearers, by such other office bearers as authorized in writing by the Management Committee.

19.4 Profits

No profits or gains will be distributed to any person and the funds of the Union will be utilised solely for investment or the objects for which it was established

19.5 Investments

Funds available for investment may only be invested with registered financial institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and in securities listed on a licensed stock exchange as defined in the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985).

19.6 Limited Business Operations

The Union shall not have the power to carry on any commercial operations unless specifically authorised by resolution of the Executive Council which was carried with a special majority of 75% (seventy five percent).

19.7 Indemnity

The National Congress may, indemnify the Executive Council for any disbursements or any moneys expended between National Congresses of the Union, in respect of which no provision had been made in the Constitution.

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20 **GENERAL**

20.1 Submission of Financials

20.1.1 In terms of the Labour Relations Act 1995, the General Secretary shall submit to the Registrar of the Department of Labour, a statement of income and expenditure and a balance sheet for





each financial year ending on the last day of February, within 1 month of approval of such balance sheet.

20.1.2. Such statements and balance sheets must be audited by an independent and registered auditor in terms of the Act.

## 21 OFFICIALS

### 21.1 Head Office

#### 21.1.1. Structures and Functions

The Head Office structure and functions shall be determined by the Executive Council from time to time;

### 21.2 General Secretary

21.2.1 The General Secretary shall execute his duties as determined by the President, Executive Council or Congress, and as determined by the Labour Relations Act of 1995 and in particular the duties as determined by Sections 98, 99 and 100 of the Labour Relations Act of 1995 regarding the keeping of records and the provision of information to the Registrar;

21.2.2 the General Secretary receives requests for meetings of the National Congress or the Executive Council;

21.2.3 sends out notices of meetings;

21.2.4 handles all Head Office correspondence of the Union;

21.2.5 files all original letters received as well as letters sent out

21.2.6 tables all correspondence at each meeting of the National Congress or the Executive Council that was received since the last meeting;

21.2.7 attends all meetings of the National Congress and the Executive Council and Management Committee and keeps minutes of the meetings;

21.2.8 issues official receipts for all monies received;

21.2.9 tables reports regarding the financial position of the Union at each meeting of the National Congress, Executive Council and Management Committee;

21.2.10 executes such other duties as prescribed by this Constitution or as ordered by the National Congress, the Executive Council and the Management Committee.

21.3. Appointment of Secretariat

Members of the Secretariat shall be appointed by the Executive Council on such terms and conditions as may be agreed between the Executive Council and the persons appointed.

21.4 Appointment of Staff other than Secretariat

The Staff shall be appointed by the General Secretary in conjunction with the Management Committee.

**PART 5**

**AMENDMENTS TO THE CONSTITUTION**

**AND**

**WINDING UP**

**22. AMENDMENTS OF CONSTITUTION**

**22.1**

22.1.1 The provisions of this Constitution may be amended and/or supplemented and/or deleted by resolution of the Executive Council, provided that at least thirty (30) days written notice of any proposed amendment shall be given to Branches.

22.1.2 Should a majority of the votes of the Branches request within that period that a Ballot of all Branches be held regarding the amendments, such a Ballot shall be held.

22.1.3 For the purposes of voting, the Branches shall have the voting powers as determined by the Executive Council from time to time.

22.2 No amendments, additions or omissions will be valid until they have been certified by the Registrar of Trade Unions in terms of the Labour Relations Act 1995.



**23. WINDING UP OF THE UNION**

23.1 The Union shall be wound up if, a ballot is held in terms of this Constitution and not less than three quarters (3/4) of the total number of members of the Union vote in favour of a resolution that the Union be wound up.

23.2 If a resolution for the winding up of the Union has been passed, or if for any reason the Union is unable to function, the following provisions shall apply :

23.2.1 The President of the Union or, if he is not available, the available members of the Executive Council of the Union, shall forthwith transmit to the Labour Court a statement signed by him or them setting forth the resolution adopted or the reasons for the Union's inability to function, as the case may be, and request the Labour Court to grant an order in terms of Section 103 of the Labour Relations Act, 1995.

23.2.2 The liquidator appointed by the Labour Court shall call upon the last appointed Office Bearers of the Union to deliver to him the Union's books of accounts showing the assets and liabilities together with the register of members showing, for the twelve (12) months prior to the date on which the resolution for winding up was passed or to the date as from which the Union was unable to continue to function, as the case may be, (hereinafter referred to as the date of dissolution), the membership fees paid by each member and his address has at the said date :

The liquidator shall call upon the said Office Bearers to hand over to him all unexpended funds of the Union and to deliver to him the Union's assets and the documents necessary to liquidate the assets.



23.2.3 The liquidator shall take the necessary steps to liquidate the debts of the Union from its unexpended funds and any other monies realised from any assets of the Union and if the said funds and monies are insufficient to pay all creditors after the liquidator's fees and expenses of winding up have been met, the order in which creditors shall be paid shall be the same as that prescribed in any law for the time being enforced relating to the distribution of the assets of an insolvent estate, and the liquidator's fees and the expenses of winding up shall rank in order as those of an insolvent estate and as though the expenses were the costs of sequestration of an insolvent estate.

23.2.4 After payment of all the debts in accordance with paragraph 23.2.3, the remaining funds, if any, shall be distributed among the remaining members of the Union on the basis of membership fees actually paid during the twelve (12) months prior to the date of dissolution.

23.2.5 After the payment of all the liabilities, any assets that cannot be disposed of in accordance with the provisions of this clause shall be realised by the liquidator and the proceeds paid to the Commission for Conciliation, Mediation and Arbitration (in accordance with Section 103(5) of the Labour Relations Act, 1995).

23.2.6 The liability of members shall, for the purpose of this clause, be limited to the amount of membership fees due by them to the Union in terms of this Constitution as at the date of dissolution.

**PART 6**

**SCOPE**

24. Membership of the Union is open to any employee in the Republic of South Africa who is employed by the Juristic Entities or is employed in the following industries, Sectors or activities:

24.1 **“GOODS TRANSPORTATION AND STORAGE TRADE”** means the trade in which employers and their employees are associated for the purpose of carrying out one or more of the following activities for reward or hire:

24.1.1 the transportation of goods by means of motor transport, including the transportation of soil, gravel, stone, sand, coal or *water* which are intended for sale, and the ferrying of motor vehicles, whether or not such transportation is performed for hire or reward; and

24.1.2 the storage of goods, including receiving, opening, unpacking, packing, dispatching and clearing of or accounting for goods.

24.2 **“ROAD PASSENGER TRANSPORTATION TRADE”** means the trade in which employers (other than employers exclusively conveying school-children between their places of residence and the schools they attend) and their employees are associated for the purpose of conveying for reward on any public road any person by means of a power-driven vehicle intended to carry more than seven persons simultaneously, including the driver of the vehicle, and includes all operations incidental thereto and consequent thereon.

24.3 **"STEVEDORING TRADE AND MARITIME TRADE"** means the trade in which the employer and their employees, who are partially, or totally, domiciled in South Africa, associated for the purposes of -

24.3.1 loading or unloading ships, and includes all operations incidental to or consequent to any of the aforesaid activities including the operation of storage facilities and warehouses offered for hire as an independent service whether or not such activities are performed on a ship or on shore;

24.3.2 supplying from amongst the said employees such labour as may be required by employees referred to in 24.3 hereof by any other persons or any activity of operation set out in 24.3 hereof;

24.3.3 Providing services associated with the arrival and/or departure, and conveyance of passengers, or goods, by sea for reward;

24.3.4 Shore prospection and drilling for gas, oil or mineral recovery, including any support operations in connection therewith;

24.3.5 Towing or salvaging operations;

24.3.6 Dredging operations;

24.3.7 Diving operations;

24.3.8 Piloting operations;

24.3.9 Anti-pollution operations;

24.3.10 Sea fisheries protection;

24.3.11 Oceanographic research;

24.3.12 Lighthouse operations and

24.3.13 Coastguard operations;

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24.3.14 Includes all persons employed in the Public Service as defined in Section 1 of the Public Services Act, 1994.

24.3.15 Search and Rescue Operations.

24.4 **"AFTER TRANSPORTATION AND STORAGE TRADE"** means the trade in which employers and their employees are associated for the purpose of carrying out one or more of the following activities for reward or hire:

24.4.1 the transportation of goods by means of non-displacement vessels that are partially or totally domiciled in South Africa;

24.4.2 the conveying of any person by means of non-displacement vessels whom are partially or totally, domiciled in South Africa;

24.4.3 the storage of goods, including receiving, opening, packing, unpacking, dispatching and clearing of or accounting for goods or containerised goods.

24.5 **"AVIATION INDUSTRY"** means the industry in which employers and employees are associated for the purpose of conducting activities relating to the arrival and/or departure of aircrafts conveying passengers and/or freight for reward, and the industry in which employers and employees are associated in the design, manufacture, overhaul, maintenance, testing of aircrafts and related components.

24.6 **"MOTOR FERRY INDUSTRY"** means the industry in which employers and their employees are associated for the transportation of motor vehicles by road and/or sea and/or rail between vehicle manufacturers and motor dealerships.

24.7 **"RAIL FREIGHT TRANSPORTATION INDUSTRY"** means the Industry undertaken by TRANSNET (and its successors in title) as an employer as well as all other employers who carry out similar Rail Freight Transportation undertakings and related activities as TRANSNET (*inter*



*alia* but not limited to Bombella), TRANSNET being the undertaking in which persons are employed in all undertakings or sections of trade and other related activities undertaken by TRANSNET.

24.8 **"RAIL PASSENGER TRANSPORTATION INDUSTRY"** means the Industry undertaken by PRASA (Passenger Rail Agency of South Africa) (and its successors in title) as an employer as well as all other employers who carry out similar Rail Passenger Transportation undertakings and related activities as PRASA (*inter alia* but not limited to Bombella), PRASA being the undertaking in which persons are employed in all undertakings or sections of trade and other related activities undertaken by PRASA.

24.9 **"TRANSPORT EQUIPMENT MANUFACTURING TRADE"** means the trade in which employers and their employees are associated for the purpose of carrying out one or more or all of the following activities.

24.9.1 Manufacturing of equipment and components associated with rail transport, road transport, aviation transport and marine transport.

24.9.2 Refurbishment of equipment and components associated with rail transport, road transport, aviation transport and marine transport.

24.9.3 Repair of equipment and components associated with rail transport, road transport, aviation transport and marine transport.

24.10 **"BUILDING INDUSTRY"** without in any way limiting the ordinary meaning of the expression, means, the industry in which employers and their employees are associated for the purpose of erecting, completing renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion of alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the site of the building or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in the following trades or sub-divisions thereof:

24.10.1 **Asphalting**, which includes covering floors and flat and/or slopping roofs, and water proofing or damp proofing

basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuschatel, limber or any other type of solid or semi-solid asphalt, mastic of emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;

- 24.10.2 **Bricklaying**, which includes concreting and fixing concrete blocks, slabs or plates, tiling walls and floors, jointing brickwork, pointing, paving mosaic work, facing work in slate, in marble and in composition, slating, roof tiling and cement caulking earthenware drains;
- 24.10.3 **French polishing**, which includes polishing with a brush or pad and spraying with any composition;
- 24.10.4 **Glazing**, which includes cutting and/or fixing all kinds of glass or other like products into rebates formed in wooden or metal doors, windows, frames or like fixtures, and all operations incidental thereto;
- 24.10.5 **Joinery**, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, including cupboards, kitchen dressers or other kitchen fixtures which accrete to the building as a permanent part thereof;
- 24.10.6 **Lead light making**, which includes the manufacture and/or fixing of leads and/or other metal lights and display signs (excluding electrical fittings incidental thereto) and the glazing relating thereto;
- 24.10.7 **Masonry**, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and fixing or building pre-cast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating a Mall and Biax or similar type of portable spinner, amend flexible cutting, finishing and other stone



working machinery (other than stone polishing machinery and sharpening mason's tools), whether or not the fixing in the building or structure is done by the person making or preparing the article used;

24.10.8 **Metal work**, which includes fixing steel ceilings, metal windows, metal doors, builders smith work, metal frames, metal stairs and architectural metal work, and the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

24.10.9 **Painting**, which includes decorating, paperhanging, distempering, lime and colour washing, staining, vanishing, graining, marbling, spraying, spray tar and its products, and also includes sandpapering and all work preparatory to the aforementioned operations, sandpapering walls and woodwork, filling cracks in walls and puttying woodwork;

24.10.10 **Plastering**, which includes modelling, model-making, mould-making, facing casts to mould, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo and composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner and flexible cutting and finishing machinery, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying, and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

24.10.11 **Plumbing**, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drain laying, caulking, ventilating, heating, hot and cold water fitting, fire sprinkler installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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24.10.12 **Shop, office and bank fitting**, which includes the manufacture and fixing of shop fronts, window enclosures show cases, counters, screens and interior fittings and fixtures;

24.10.13 **Steel reinforcing and/or steel construction** which includes fixing all classes of steel or other metal columns, girders, steel joints, sheeting or metal in any other form which form part of a building or structure;

24.10.14 **Woodworking**, which includes carpentry, veneer panelling, and the polishing and sandpapering of same, woodworking, machining, turning, craving, the cladding of all types of roofs, fixing sound and acoustic material, cork and asbestos insulation, wood-lathing.

24.11 **PRINTING AND NEWSPAPER INDUSTRY** means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated in the production of printed matter of any nature whatsoever, and includes:

24.11.1 the following trades, together with the occupations and operations incidental thereto, whether or not the said trades, occupations, and/or operations are carried on separately or collectively or in conjunction with printing or apart from printing, namely composing, proofreading stereotyping, electrotyping, typesetting, process engraving, photogravure, letterpress machine binding, printing and lithographic artistry, lithography, printers warehousing, printers engineering, engraving and - stamping, bookbinding, ruling, cutting, silk screen process printing, duplicating, ink mixing (if undertaken by employers engaged in the operations referred to in clauses 24.11.1 to 24.11.4.)

24.11.2 the manufacture (including any process whatsoever in the course of manufacturing) of:

24.11.2.1 stationery, rubber stamps, envelopes, paper bags, paper sacks, milk bottles, discs, egg box fillers, toilet rolls, gummed paper and/or cardboard boxes;

24.11.2.2 *corrugated cardboard* from paper and/or any constituent part of which is paper and/or any compound of paper;

24.11.2.3 any kind of container (with or without metal parts) from fibreboard and/or cardboard (corrugated or otherwise) and/or paper and/or any compound of paper and/or any like material a constituent part of which is fibre and/or cardboard and/or paper, and/or any compound of paper, but excluding the manufacture, mainly from fibre, or trunks, attaché cases, bags and all similar containers designed to hold personal effects, sporting kit, tools and documents;

24.11.2.4 any article whatsoever from cardboard (corrugated or otherwise) and/or paper and/or any compound of paper and/or any like material, a constituent part of which is cardboard and/or paper and/or any compound of paper: Provided that this sub-clause shall apply only to employers and their employees covered by clauses 24.11.1 to 24.11.4.;

24.11.3 printing on paper, gummed paper, tape, gummed tape, tin or other metals, cloth, containers or other articles referred to in clause 24.11.2;

24.11.4 the repairing of cardboard boxes, egg box fillers, containers of such other articles as are referred to in clause 24.11.2.

24.12 **"PIPE TRANSFORMATION AND STORAGE TRADE"** means the trade in which employers and employees are associated for the purpose of carrying out one or more of the following activities.

24.12.1 Transportation of liquid and other substances such as oil, petroleum, gas, aviation fuel, fuel alcohol, diesel fuel and water through pipelines.

24.12.2 Storage of liquid and other substances such as pil gas, aviation fuel, fuel alcohol, diesel fuel, oil, petroleum and water through the use of storage tanks.

24.13 "TELECOMMUNICATION TRADE" means the trade in which employers and their employees are associated for the purpose of carrying out activities related to telecommunication and related information technology for reward or hire.



PRESIDENT



GENERAL SECRETARY



PRESIDENT

14 March 2012  
DATE :