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**CONSTITUTION OF THE SOUTHERN AFRICAN
FOOTWEAR
AND LEATHER INDUSTRIES ASSOCIATION (SAFLIA)**

1. NAME

The name of the Employers' Organisation shall be the SOUTHERN AFRICAN FOOTWEAR AND LEATHER INDUSTRIES ASSOCIATION (SAFLIA)

2. INTERPRETATION

Any expression used in this Constitution which is defined in the Labour Relations Act, 1995, shall, unless inconsistent with the Intention, have the same meaning as in the Act. Words importing the male gender shall include the female and words importing the plural shall include the singular.

- "Act" shall mean the Labour Relations Act, 1995 (No. 66 of 1995).
- "Associate Member" shall mean a category of membership as provided for in Clause 5.12.
- "Association" shall mean the Southern African Footwear and Leather Industries Association (SAFLIA).
- "Branches" shall mean branches of the Association as established in terms of Clause 7.
- "Director" shall mean the official appointed referred to in Clause 10.1.3.
- "Footwear and Leather Industry" shall mean the industry in which employers and employees are associated for the manufacture from leather and from material other than leather of all types of footwear, but not bespoke made footwear.

Footwear shall mean boots, shoes, slippers, plimsolls, sandals, clogs and other like protective outer wear for the feet. Footwear and Leather Industry shall also include employers who manufacture/supply goods or services for the purpose of manufacturing footwear.

However, an employer engaged in tanning shall not be excluded simply because the tanned leather that he produces is not used for the purpose of manufacturing footwear.

- "Footwear Manufacturing section" shall mean that part of the Footwear and Leather Industry in which employers and employees are associated for the manufacture, from leather or other material of all types of footwear. It shall also include manufacturers making parts of footwear and who fall under the jurisdiction of the Bargaining Council of the Leather Industry of SA.
- "Management Committee" shall mean the Management Committee of the Association as elected and as referred to in Clause 8.
- "Section" shall mean the Footwear Manufacturing Section, the Supplier Section and the Tanning Section.
- "Small, and Micro Enterprises (SME's)" shall mean that part of the Footwear and Leather Industry in which employers and employees are associated for the manufacture, from leather or other material for all types of footwear, and who employ less than 50 employees and with a turnover of not more than R10 million.
- "Supplier section" shall mean that part of the Footwear and Leather Industry in which employers and employees are associated for the manufacturing/supplying of goods and/or services for the manufacturing of footwear, but shall exclude those suppliers covered by the definition of "tanning section".
- "Tanning section" shall mean that part of the Footwear and Leather Industry in which employers and employees are associated for the tanning, retanning or finishing of cured or uncured hides and/or skins.
- "Office bearer" shall mean any of those persons referred to in clause 10.

3. OBJECTS AND POWERS

The objects and powers of the Association shall be:

- 3.1. To use every legitimate means to induce all employers eligible for membership to become members.
- 3.2. To regulate relations between members and their employees and to protect and further the interests of members in relation to their employees.
- 3.3. To encourage the settlement of disputes between members and their employees by conciliatory methods.

- 3.4. To co-operate with organisations of employers and/or employees or with any Bargaining Council established for the Footwear and Leather Industry.
- 3.5. To promote, encourage and protect the common interests of members and the economic development of the Footwear and Leather Industry.
- 3.6. To promote, support or oppose any proposed legislation or other measure affecting the interests of members and/or the Footwear and Leather Industry and/or the Association.
- 3.7. To provide, when deemed necessary, legal assistance to members on matters affecting the relationship between themselves and their employees or on matters which have a bearing on the Footwear and Leather Industry generally.
- 3.8. To confer with professional and other bodies, including the government, in regard to all matters affecting the Footwear and Leather Industry.
- 3.9. To promote and encourage and in appropriate circumstances provide scholarships, bursaries or prizes for education and training for the Footwear and Leather Industry.
- 3.10. To encourage research in the Footwear and Leather Industry.
- 3.11. To collaborate with and secure representation on other bodies the functions and objectives of which fall either partially or fully within the scope of these objects.
- 3.12. To establish and uphold standards of competence and professional conduct.
- 3.13. To disseminate among members information on matters affecting the Footwear and Leather Industry and to print, publish, issue and circulate or assist and support the printing, publication, issuing and circulation of papers, books, journals, circulars and such other literature as may seem conducive to any of the objects of the Association and to adopt any other means of publicising which may seem expedient for promoting the objects of the Association.
- 3.14. To establish Branches consisting of members of the Association in any part of Southern Africa and to confer upon any such Branches, such powers and discretions as may be determined from time to time.
- 3.15. To delegate to any Branch, in the furtherance of the objects of the Association, such powers and authority as may be determined from time to time.
- 3.16. To receive contributions, fees, donations, levies and legacies for the purpose of furthering the objects of the Association and to spend such funds in accordance with these objects and the subsequent provisions of this Constitution.

- 3.17 To borrow, invest, lend, subscribe or donate money in the discretion of the Management Committee for the furtherance of the objects of the Association.
- 3.18. To acquire by purchase, lease or otherwise any movable or immovable property and also sell, let, mortgage, or otherwise deal with or dispose of movable or immovable property or other assets belonging to the Association or use such property for such other purposes as may be approved by the Management Committee.
- 3.19. To do such other lawful things as may be considered necessary in the interests of the Association, its members and the Footwear and Leather Industry generally and which are not inconsistent with the objects of the Association.

4. STATUS OF THE EMPLOYERS' ORGANISATION

This employers' organisation shall be a body corporate with perpetual succession capable of entering into contractual and other relationships and of suing and being sued in its own name and shall be an organisation not for gain.

5. MEMBERSHIP

- 5.1. Employers engaged in the Footwear and Leather Industry in Southern Africa shall be eligible for membership of the Association.
- 5.2. Applications for membership shall be lodged with the Director, in writing, on the form prescribed by the Management Committee and subscriptions as provided for in Clause 6 shall accompany such application.
- 5.3. Applications for membership shall be considered by the Management Committee within two months of the receipt thereof by the Director. The subscription paid shall be refunded to the applicant in the event of rejection of the application.
- 5.4. If admission to membership is refused by the Management Committee, the applicant concerned shall be notified by the Director and shall have the right of appeal to the next meeting of the Management Committee. The appeal shall be lodged in writing with the Director and the appellant shall be afforded an opportunity to state his case personally to the meeting of the Management Committee.
- 5.5. Every member shall notify the Director, in writing, of any changes in his postal address within four weeks of the date on which the change took place.
- 5.6 A member may resign from the Association by giving one month's written notice to the Director, provided that no resignation shall take effect until all monies due to the Association by the member concerned have been paid.

- 5.7. Any member who contravenes the provisions of the Constitution of the Association or shall have been guilty of such conduct which in the opinion of the Management Committee has rendered him unfit to be a member, may be suspended from membership of the Association for such period as the Management Committee shall determine' or may be expelled from the Association and his name struck off the membership register by resolution of the Management Committee. Any appeal against a decision to expel a member must be dealt with in terms of clause 5.4.
- 5.8. Termination of membership for whatever reason shall entail forfeiture of all rights of membership including the right to display the Association membership certificate and/or logo.
- 5.9. A member who has resigned or been expelled from the Association and who is still engaged in the interests outlined in Clause 5.1 may be re-admitted to membership on such conditions as the Management Committee may determine.
- 5.10. Membership of the Association is not transferable and is not personal to any individual in a company or partnership. Only one representative of a firm, partnership, closed corporation or company which is a member, shall be entitled to vote for it at meetings of the Association or in ballots conducted by the Association and his name shall be notified to the Director from time to time.
- 5.11. Firms who paid their annual subscriptions to the Association and are in good standing at the time of registration of the Association as an employers' organisation in terms of the Act, shall be deemed to be members of the Association.
- 5.12. The Management Committee may, in its sole discretion, in addition to the members referred to in Clause 5.1, admit as associate members individuals, bodies, organisations, associations, institutes, societies and the like, which are in one way or the other connected to the footwear and leather industries. Associate members shall enjoy all the benefits conferred on members in terms of this Constitution.

6. SUBSCRIPTIONS

- 6.1. A subscription shall be payable by each member to the Association on an annual basis. The amount of such subscription and the calculation thereof shall be determined by the Management Committee from time to time.
- 6.2. Annual subscriptions shall become due and payable on 1 January each year.
- 6.3. The name of any member whose subscription is not paid within six months of due date may by resolution of the Management Committee, be struck off the membership register, but such members shall be liable for all monies due by them to the Association at the time of such resolution; provided that the member whose subscription is more than three months in arrears shall be deemed to be out of good standing.

6.4. The first subscription of a member elected or admitted during the last three months of the year shall cover the period to the end of the succeeding year.

7. BRANCHES

- 7.1. To promote the objects of the Association in any area the Management Committee may at its discretion approve the establishment of a Branch of the Association.
- 7.2. A Branch shall comprise of all such Association members operating within the area of such Branch, as defined from time to time by the Management Committee.
- 7.3. Each Branch shall elect annually from among its members in good standing, a Branch Chairperson and such other members as may be determined from time to time by the Management Committee to form a Branch Committee.
- 7.4. The Management Committee may from time to time allocate to Branches such funds and assistance as it may consider desirable.
- 7.5. The Branch shall have such powers as are delegated to it by the Management Committee from time to time.
- 7.6. Branch meetings shall be convened by the Director from time to time as required, or shall be convened by the Director at the request of the Branch chairperson.

8. MANAGEMENT COMMITTEE

- 8.1. The Management of the affairs of the Association shall be vested In the Management Committee.
- 8.2. The Management Committee shall comprise of not less than six and not more than nine elected Senior Managers or Chief Executive Officers of members in good standing and the Director.
- 8.3. (*Intentionally blank*)
 - 8.3.1. Nominations for positions on the Management Committee shall be submitted in writing to the Director thirty days before the Annual General Meeting on which the election is due to be held.
 - 8.3.2. The nomination forms shall be signed by a proposer and seconder (being Senior Managerial employees of a member or members) together with the signed written acceptance of the nominee.
 - 8.3.3. In the event that there are more than nine nominees for the

Management Committee the Director shall notify each member in writing within seven days of receipt of the nominations of the nominees and at the same time provide each member with a proxy form so that a vote by proxy can be made in the event that any member is not represented at the Annual General Meeting.

- 8.3.4. Proxy votes for the Management Committee must be submitted to the Director not later than 24 hours before the Annual General Meeting or alternatively can be presented at the Annual General Meeting by the proxy holder for inclusion in the secret ballot.
- 8.3.5. Elections shall be conducted by secret ballot.
- 8.3.6. In exercising their vote each member shall vote for nine of the candidates for election on to the Management Committee.
- 8.3.7. The votes made at an Annual General Meeting and proxies shall be counted and verified by a representative of the Association's auditors and handed to the Chairman of the Annual General Meeting who shall make the results of the vote known to the meeting.
- 8.3.8. The Management Committee at its first meeting shall elect from its elected members a Chairman and Deputy Chairman.
- 8.3.9. The Director of the Association from time to time shall be a member of the Management Committee for so long as he/she holds that office. The Director shall have full voting powers on the Management Committee.
- 8.3.10. Subject to the transitional provisions provided for in clause 19 the term of office for elected members of the Management Committee shall be three years.
- 8.4. (*Intentionally blank*)
 - 8.4.1. In the event that less than six people are elected to the Management Committee then the Management Committee shall be obliged as soon as is conveniently possible after the election to co-opt a suitably qualified person or persons as contemplated in clause 8.2 above to bring its numbers up to the minimum requirement of six numbers but subject to the maximum of nine members.
 - 8.4.2. In the event that the elected Management Committee members number six members or more but fall short of the maximum of nine members then the Management Committee shall have a discretion to co-opt additional suitably qualified members as contemplated in clause 8.2 above but subject to the maximum of nine members.
 - 8.4.3. Co-opted members of the Management Committee shall have full voting rights and shall remain in office until the next election of Management Committee members.

- 8.5. In the event of a vacancy occurring in the Management Committee during the term of office of a member the Management Committee shall have the discretion to fill the vacancy, or not, as it thinks fit.

Where the Management Committee decides to fill a vacancy, it shall nominate an eligible person who shall hold office until the next election Annual General Meeting.

- 8.6. A member of the Management Committee shall vacate his seat upon -

- 8.6.1. resignation, suspension or expulsion of his employer from membership of the Association or upon its ceasing to be engaged in the interests set out in Clause 5.1;
- 8.6.2. absenting himself without reasonable cause acceptable to the Management Committee, from three consecutive meetings of the Management Committee;
- 8.6.3. resigning as a member of the Management Committee by giving one month's written notice to the Director, or
- 8.6.4. the member firm with which he is associated ceasing to be In good standing.

- 8.7. The Management Committee shall meet at least three times every twelve months on dates to be fixed by the Chairperson.

- 8.8. Special meetings of the Management Committee shall be called by the Chairperson whenever he deems it advisable or upon a requisition signed by not less than four of the members of the Management Committee, in which event the meeting shall be called by the Director within four weeks of receipt of the requisition.

- 8.9. In addition to any other powers conferred upon the Management Committee by this Constitution, the Management Committee shall have the power -

- 8.9.1. to recommend the Association's participation in the establishment of a Bargaining Council in terms of the provisions of the Act;
- 8.9.2. to appoint from time to time such sub-committees as It may deem fit for the purpose of investigating and reporting on any matter referred to them by the Management Committee;
- 8.9.3. to admit or refuse to admit persons to membership of the Association, to fix the conditions under which former members of the Association may be re-admitted to membership, and to suspend, fine or expel a member for cause appearing sufficient to a majority of the Management Committee;
- 8.9.4. to institute legal proceedings on behalf of or to defend proceedings against the Association;

- 8.9.5. to delegate to any Branch such powers and authority as may from time to time be deemed expedient and to abrogate, modify or revise any such powers and authority;
- 8.9.6. to acquire, either by purchase, lease or otherwise, any movable or immovable property on behalf of the Association, and to sell, let, mortgage, or otherwise deal with or dispose of any movable or immovable property belonging to the Association, provided that no immovable property shall be acquired or sold, nor shall it be mortgaged or let or leased for a period longer than five (5) years, unless at least thirty (30) days written notice of intention to do so has been given to each member of the Association by the Director. If during this period not less than one-fifth of the members demand in writing that a ballot be taken on the proposed action, such ballot shall be taken;
- 8.9.7. to make and enforce bye-laws relating to procedural, administrative and disciplinary matters which are not inconsistent with the provisions of this constitution, the Act or any other law;
- 8.9.8. to engage and dismiss a Director and other employees of the Association and to fix their conditions of employment and define their duties;
- 8.9.9. to open and operate a banking account and/or such other accounts in the name of the Association;
- 8.9.10. to invest money, surplus to the requirements of the Association, in such a manner that the Association stands to benefit from such investments;
- 8.9.11. to institute legal proceedings on behalf of, or to provide legal assistance to members on matters affecting the relationship between themselves and their employees and to institute legal proceedings against individual members;
- 8.9.12. to do such other lawful things as, in the opinion of the Management Committee, appear to be in the interests of the Association and which are not inconsistent with the objects set out in Clause 3 or any matter specifically provided for in this Constitution;
- 8.10. Where the Management Committee cannot reach consensus a vote shall be taken on a majority basis and in the event of an equality of votes the Chairperson shall have a casting vote.

9. MEETINGS

- 9.1 The Annual General Meeting of the Association shall be held In the month of May or June in each year, or as soon as convenient thereafter on such date and at such place as determined by the Management Committee.

- 9.2. Invitations to attend the Annual General Meeting shall be sent to every member of the Association. Any number of representatives of such member may attend the Annual General Meeting and may participate in the discussions.
- 9.3. The following business shall be conducted at the Annual General Meeting:
 - 9.3.1. to receive and consider the Annual Report of the Association;
 - 9.3.2. to receive and consider the audited accounts on the financial affairs of the Association for the previous year;
 - 9.3.3. to appoint Auditors for the ensuing year;
 - 9.3.4. to conduct such other business as the Management Committee may decide; and
 - 9.3.5. subject to the transitional provisions in clause 19 to hold elections for members of the Management Committee as and when their terms of office expire.
- 9.4. Special General Meetings shall be called whenever desired by a majority of the Management Committee or upon a requisition signed by not less than one-fifth of the members in good standing.
- 9.5. Notice of General Meetings showing the business to be transacted shall be given to members in writing by the Director not less than fourteen (14) days before the date of such meetings provided that in the case of Special General Meetings such shorter written notice, being not less than 24 hours, as may be decided by the Chairperson, may be given.
- 9.6. Special meetings of a section may be held from time to time as required. Such meetings may be called by the Management Committee or by a requisition from a third of the members from that section in good standing.
- 9.7. Members of the Management Committee shall be notified in writing of the time and place of meetings of the Management Committee by the Director at least ten (10) days before the dates of such meetings, provided that shorter notice, being not less than 24 hours may at the discretion of the Chairperson, be given in respect of special meetings of the Management Committee called by the Chairperson upon a requisition signed by not less than four of the members of the Management Committee, in which event the meetings shall be called within ten (10) days of the receipt of the requisition.
- 9.8. Notices of all meetings shall be accompanied by an agenda setting out clearly the business of the meeting.
- 9.9. The Chairperson shall preside at all General Meetings and Management Committee meetings, provided that in his absence, the Deputy Chair-

person shall preside and provided further that in the absence of the Chairperson and the Deputy Chairperson, the meeting shall elect as Chairperson, any member of the Management Committee present.

- 9.10. The quorum for any General Meeting and a meeting of a Branch shall be one-fifth of the members in good standing and the quorum for the Management Committee shall be four of the Management Committee members.
- 9.11. If within fifteen (15) minutes of the time fixed for any meeting a quorum is not present, the meeting shall stand adjourned to the same day in the week following (and if that day is a public holiday then to the next succeeding working day) at the same time and place. At such adjourned meeting of which written notice shall be given the members present shall form a quorum.
- 9.12. Minutes of the proceedings of all meetings shall be kept by the Director or his representative and shall be submitted for confirmation to the next succeeding meeting.
- 9.13. All matters on which this constitution is silent shall be decided on a motion by a majority vote of the members present at a meeting, provided that each member shall only have one vote. Voting at meetings shall be by show of hands and the Chairperson shall be entitled to exercise a casting vote.
- 9.14. The proceedings of any meeting shall not be invalidated by reason of the non-receipt of any member of the notice of the meeting.

10. OFFICE BEARERS

10.1. The duties of the Officials shall be:

10.1.1. The Chairperson of the Management Committee

The Chairperson shall enforce observance of the Constitution of the Association, sign minutes of general meetings and the Management Committee meetings after confirmation, generally exercise supervision over the affairs of the Association and perform such other duties as by usage and custom pertain to the office. He shall have a deliberative vote and in the event of an equality of votes, a casting vote.

10.1.2. The Deputy Chairperson of the Management Committee

The Deputy Chairperson shall exercise the powers and perform the duties of the Chairperson in the absence of the latter.

10.1.3 The Director

The Director shall in addition to his duties as such fulfil the duties of the office of Secretary as envisaged in Section 95(5)(i) of the Act.

The Director shall be responsible for the proper conduct of the day to day affairs of the Association which shall include, but not be limited to, the following:

He shall keep proper books of account in such form as may be prescribed by the Management Committee; receive requisitions for meetings; issue notices of meetings; conduct all correspondence of the organisation; keep originals of letters received and copies of those despatched and at each meeting of the Management Committee report on the correspondence which has taken place since the previous meeting; attend all meetings and record minutes of the proceedings; keep a register of members, record therein inter alia every member's address, date of enrolment, membership fees and any levies and fines paid by such members, and in the event of the resignation or expulsion of a member the date thereof; collect membership fees, fines and levies; issue receipts for all monies received; bank all monies received; submit reports in regard to the financial position of the organisation to the Management Committee; prepare the balance sheet and statement of income and expenditure; represent the organisation of its members at the Commission and perform such other duties as the Management Committee may direct. He shall attend all meetings of the Management Committee and all general meetings but shall have no voting power save in respect of the Management Committee. The Director shall also take the necessary steps to ensure that the requirements of sections 98, 99 and section 100 of the Labour Relations Act, 1995, are complied with. He shall also perform such other duties as may be referred to specifically in his letter of appointment or that may be required of him from time to time by the Management Committee.

The Director may resign by giving three months' notice in writing.

10.1.4. Acting Chairperson

In the event of both the Chairperson and the Deputy Chairperson being unable to perform their duties, the Management Committee shall appoint one of its members to act as Chairperson until the Chairperson or Deputy Chairperson are able to resume their duties or until the next election, as the case may be.

11. REMOVAL OF OFFICE BEARERS

11.1. An office-bearer or official may be removed from office -

- 11.1.1. if he infringes any of the provisions of this Constitution; or
- 11.1.2. if he acts in a manner which is detrimental to the interests of the organisation.

- 11.2. No office-bearer may be removed from office unless he has been afforded a chance to state his case personally at a meeting of the Management Committee. There shall be no right of appeal from a decision made by the Management Committee.

12. FINANCE

- 12.1. All amounts due to or collected on behalf of the Association shall be deposited by the Director in such bank or other financial institution, as may be decided upon by the Management Committee.
- 12.2. The Funds of the Association shall be applied to the payment of expenses, the acquisition of property, the attainment of the objects set forth in Clause 3 and to such other purposes as may be decided upon by a General Meeting.
- 12.3. Payments shall require the approval of the Management Committee and shall be made by cheque or other approved means signed by such persons as the Management Committee may appoint, except when the amount is met from petty cash.
- 12.4. A General Meeting may at any time, with a view to securing funds for any particular purpose falling within the objects of the Association, impose a levy on each member for a period not exceeding twelve (12) months, provided that notice of the proposed levy appeared in the agenda for the meeting, and provided further, that the levy does not exceed in anyone year the equivalent of the annual subscription.
- 12.5. A balance sheet and a statement of income and expenditure in respect of each year ending 31 December shall be prepared by the Director and audited by a public auditor appointed at the Annual General Meeting of the Association. True copies of the audited accounts and of the auditor's report thereon shall be made available to the Management Committee at the Association's office for inspection by members who shall be entitled to make copies thereof or to take extracts therefrom.
- 12.6. A member who resigns or is expelled from membership, shall have no claim on the funds of the Association as and from the date on which the resignation or expulsion takes place.

13. REPRESENTATION ON THE BARGAINING COUNCIL

- 13.1. A General Meeting may at any time decide that the Association shall become a party to a Bargaining Council.
- 13.2. Candidates for election as representatives on any such Bargaining Council may be nominated at a meeting of the Management Committee and the elections, if necessary, shall take place by ballot.
- 13.3. Representatives on a Bargaining Council may be removed by the Management Committee or may resign by giving one (1) month's notice to the Management Committee, or such notice as may be prescribed in the

constitution of the Bargaining Council.

- 13.4. In the event of the resignation or death of a representative or his removal by the Committee not later than the next meeting of the Management Committee following such resignation, death or removal.
- 13.5. Representatives shall have full power to enter into agreements on behalf of the Association, and such agreements shall not be subject to ratification by the Management Committee or a General Meeting.

14. BALLOTS

- 14.1. In addition to those cases In respect of which the taking of a ballot of members of the whole Association or of a Branch is compulsory in terms of this Constitution, a ballot on any question shall be taken if a General Meeting or the Management Committee so decide, and shall also be taken -
 - 14.1.1. if demanded by a Branch; or
 - 14.1.2. on any proposal to declare or take part in a lock-out.
- 14.2. Ballots shall be conducted in the following manner:
 - 14.2.1. Notice of a ballot shall be given to each member of the Association/Branch in writing by the Director, at least three (3) days before the ballot is to be taken, provided that a ballot may be taken without notice at the General Meeting on the decision of a majority of the members present.
 - 14.2.2. Two (2) scrutineers shall be appointed by each Branch or a General Meeting to supervise any ballot and to ascertain the result thereof.
 - 14.2.3. Except in the case of postal ballots and ballots taken at General Meetings, ballots shall be conducted at the places designated for that purpose, on the date and during the hours as may be specified in the notice referred to in paragraph 14.2.1.
 - 14.2.4. Ballot papers shall be provided by the Director. The issue to be voted upon shall be set forth clearly on the ballot papers and such papers shall not contain any information by means of which it would be possible to identify the voter.
 - 14.2.5. One ballot paper only shall be issued on demand at the place and during the hours fixed for the taking of the ballot to each member who is entitled to vote.
 - 14.2.6. Each voter shall, in the presence of the scrutineers, be issued with one ballot paper which he shall thereupon complete, fold and deposit in a container provided for the purpose.
 - 14.2.7. Ballot papers shall not be signed or marked in any way apart

from the mark required to be made by a member in recording his vote. Papers bearing any other marks shall be regarded as spoilt and shall not be counted.

- 14.2.8. On completion of the ballot or as soon as possible thereafter, the result thereof in respect of each Branch shall be ascertained by the scrutineers in the presence of the Director and/or Branch Chairperson and made known to the Branch Committee, which shall immediately advise the Management Committee.
- 14.2.9. Ballot boxes shall be Inspected by the scrutineers and sealed by the Director and/or Branch Chairperson in their presence prior to the issue of ballot papers.
- 14.2.10. Ballot papers, including spoilt papers, shall be placed in a container which shall be sealed after they have been counted and retained by the Director for not less than three (3) years.
- 14.3. A General Meeting or the Management Committee may decide that a postal ballot of members be taken in which event the ballot shall be conducted in the following manner:
- 14.3.1. The Director shall send by registered post to each member of the Association a ballot paper and a stamped and addressed envelope marked "Ballot". The ballot paper shall on completion be inserted in ; the envelope provided for the purpose and posted so as to reach the Director within fourteen (14) days from the date of despatch from the Association's office to such member. On receipt of such envelope, the Director shall immediately place such envelopes in a sealed ballot box.
- 14.3.2. Two scrutineers shall be appointed by the Management Committee to ascertain the result of the ballot. The ballot box shall be opened and the ballot papers counted by the scrutineers in the presence of the Director who shall immediately advise the Management Committee of the result of the ballot.
- 14.3.3. The provision of paragraphs 14.2.4, 14.2.7, 14.2.9 and 14.2.10 shall mutatis mutandis apply in the case of a postal ballot.
- 14.4. Except as otherwise provided in this constitution the Management Committee shall be bound to take action according to the decision of a majority of the members voting by ballot.
- 14.5. The Association shall, before calling a lock-out, conduct a ballot of those of its members in respect of whom it intends to call the lock-out.
- 14.6. Notwithstanding anything to the contrary contained in this Constitution, members of the Association shall not be disciplined or have their membership terminated for failure or refusal to participate in a lock-out if -
- 14.6.1 no ballot was held about the lock-out; or

- 14.6.2. a ballot was held but a majority of the members who voted did not vote in favour of the lock-out.
- 14.7. No ballot involving the declaration of or participation in a lock-out shall be taken until the matter giving occasion therefore, has been dealt with as provided for in the Act

15. DISCIPLINE

- 15.1. A member may be suspended, fined or expelled as may be determined by the Management Committee-
- 15.1.1. If he fails, within thirty (30) days after having received written notice from the Director to that effect, to pay any levies or subscriptions which are more than three (3) months in arrears.
- 15.1.2. if he infringes any of the terms of this Constitution or acts in a manner which is detrimental to the interests of the Association or should he cease to fulfil the conditions of membership.
- 15.2. No member may be suspended, fined or expelled unless he has been afforded an opportunity to state his case personally at a meeting of the Management Committee of which he has received not less than fourteen (14) days' notice in writing from the Director. The matter with which the member is charged shall be set out in such notice. The decision of the Management Committee shall be final and binding.
- 15.3. A member shall be entitled to call witnesses in support of his case when attending a meeting of the Management Committee in terms of sub-clause 15.2.
- 15.4. Upon expulsion of a member, all monies due to the Association by such member shall become payable. If payment thereof is not made within thirty (30) days, the Management Committee may take such steps as it deems necessary to secure a settlement.
- 15.5. A member shall cease to be entitled to any of the benefits of membership including the right to vote and shall be deemed to be out of good standing:
- 15.5.1. if the subscriptions or other charges due by him to the Association are more than three months in arrear;
- 15.5.2. during any period while he is under suspension in terms of this Constitution;
- 15.5.3. if he ceases to be engaged in the interest set forth in Clause 5.1
- 15.6. In the event of the subscriptions or other charges due to the Association by a member being more than three months in arrear, he shall continue to be subject to the disabilities imposed by sub-clause 15.7 until all arrears have been paid.
- 15.7. Any notice required to be sent to a member in terms of the preceding

sub-clause, shall be regarded as delivered if posted by prepaid registered letter to the address furnished by such member in terms of Clause 5.5.

16. REPRESENTATION ON OTHER ORGANISATIONS

- 16.1. Representatives of the Association elected by the Management Committee to represent it on other bodies with which the Association is co-operating shall serve in that capacity and not as individuals and shall carry out the instructions of the Association in all matters appertaining to their appointment, and they shall cease to represent the Association at its discretion.
- 16.2. When occasion arises which prevents any elected person from serving, such person shall be deemed to have resigned and a new representative shall be elected.

17. AMENDMENT OF CONSTITUTION

Should the Management Committee consider it expedient to propose any change to the Constitution in the way of addition, alteration, replacement or repeal, or should not less than one-fifth of the members in good standing express in writing a desire for such change, the same shall -

- 17.1. be considered at a Special General Meeting convened for that purpose, or at an annual general meeting, when it shall be necessary for the adoption of any amendment to the Constitution that not less than 75% of the votes cast shall be in the affirmative, or
- 17.2. if deemed desirable by the Management Committee, be submitted to all members in good standing for decision by a postal ballot. For the adoption of the proposed amendment, it shall be necessary that not less than 25% of the members entitled to vote cast their votes, and that not less than 75% of the votes cast be in favour of the amendment. No amendments shall have any force or effect until certified in terms of Section 101 (3) of the Act.

18. WINDING UP

- 18.1. The Association shall be wound up if at a ballot conducted in the manner prescribed in the constitution not less than three-fourths of the total number of members of the Association in good standing vote in favour of a resolution that the Association be wound up.
- 18.2. If a resolution for the winding up of the Association has been passed as provided in sub-clause (1) or if for any reason the Association is unable to continue to function the following provisions shall apply:
 - 18.2.1. The last-appointed Chairperson of the Management Committee, or if he is not available, the available members of the last- appointed Management Committee of the Association shall forthwith transmit to the Labour Court a statement signed by him or them setting forth the resolution ' adopted or the reasons for the Association's inability to continue to function, as the case may be, and request the Labour Court to grant and order in terms of

section 103 of the labour Relations Act, 1995.

- 18.2.2. The liquidator appointed by the labour Court shall call upon the last-appointed Management Committee of the Association to deliver to him the Association's books of account showing the Association's 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 Association was unable to continue to function as the case may be (hereinafter referred to as the date of dissolution) the subscriptions paid by each member and his address as at the said date. The liquidator shall also call upon the said Management Committee to hand over to him all unexpended funds of the Association and to deliver to him the Association's assets and the documents necessary in order to liquidate the assets.
- 18.2.3. The liquidator shall take the necessary steps to liquidate the debts of the Association from its unexpended funds and any other monies realised from any assets of the Association, and if the said funds and monies are insufficient to pay all creditors after the liquidator's fees and the expenses of winding up have been met, the order in which creditors shall be paid shall, subject to the provisions of paragraph 19.2.6, be the same as that prescribed in any law for the time being in force 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 of preference as though the expenses were the costs of sequestration of an insolvent estate.
- 18.2.4. After the payment of all debts, in accordance with paragraph 18.2.3, the remaining funds, if any, shall be transferred by the liquidator to some other remaining members of the organisation on the basis of membership fees actually paid during the 12 months prior to the date of dissolution.
- 18.2.5. 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.
- 18.2.6. The liability of members shall for the purpose of this clause be limited to the amount of subscriptions due by them to the Association In terms of this constitution as at the date of dissolution.

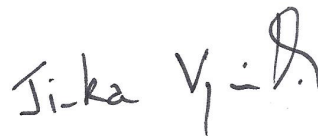
19. TRANSITIONAL PROVISION

- 19.1 In order to provide for continuity in the Management Committee, half (or if not divisible by two, rounded to the lesser number of members arising from the division by two) of the elected members of the first Management Committee elected in terms of this Constitution shall hold office for two years and the balance shall hold office for four years.

- 19.2. The decision as to which elected members of the Management Committee shall hold office for two or four years shall be by consensus at the first meeting of the Management Committee or failing consensus by the drawing of lots under the supervision by the Director.



NOEL WHITEHEAD
CHAIRPERSON



JIRKA VYMETAL
EXECUTIVE DIRECTOR