

**CONSTITUTION AND  
RULES OF THE**

**BARGAINING  
COUNCIL FOR THE  
FURNITURE  
MANUFACTURING  
INDUSTRY,  
KWAZULU-NATAL**

22 JUNE 2017

## **1 NAME AND LEGAL PERSONA:**

- (1) The name of the bargaining Council shall be: "The Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal."
- (2) The Bargaining Council is a body corporate and shall have perpetual succession.
- (3) Unless otherwise provided by this Constitution, no employer or Employers' Association, or Trade Union shall by reason of the fact that it is party to the Council, be liable for any of the obligations of the Council.

## **2 DEFINITIONS:**

Any expression used herein, which is defined in the Act, shall have the same meaning as in the Act and words imparting the masculine gender shall include the female gender and words in the singular, shall include the plural, unless inconsistent with the context :

The following expressions shall bear the meanings ascribed to them as follows:

"Act" means the Labour Relations Act No. 66 of 1995 as amended from time to time.

"Alternate" means any person appointed to act on behalf of a Representative on the Council or a Sub-Chamber of the Council in the absence of a Representative.

"Area" means the area as specified in this Constitution and the Collective Agreement concluded under the auspices of the Council.

"Area A" means the Magisterial Districts of Camperdown, Chatsworth, Durban, Inanda, Lower Tugela, Pietermaritzburg, Pinetown and Mount Curry

"Area B" means the Magisterial Districts of Lions River, Mtunzini, Mandeni, Port Shepstone, Richmond, Umvoti and Umzinto as well as the Municipal Areas of Estcourt, Ladysmith, Mandini and Newcastle.

"Area C" means the remainder of KwaZulu-Natal.

"Chairperson" means the Chairperson of the Council or of its Chambers.

“Collective Agreement” means an agreement concluded between the parties to the Council or its Chambers and adopted by the council’s management committee.

“Commission” means the Commission for Conciliation, Mediation and Arbitration, established by the Act and the CCMA has corresponding meaning.

“day” means calendar day.

“dispute” means any dispute that may be entertained by the Council within its registered Scope and includes all alleged disputes.

“Employers’ Organisation” or “Employers’ Associations”, shall have a corresponding meaning and means the employer organisations admitted as parties to the Council.

“Industry” means the Furniture Manufacturing Industry, which the Council is registered in terms of the Act.

“Minister” means Minister of Labour.

“Representative” means a person appointed by any party to represent such a party on the Council and / or its Chambers.

“Scope” shall mean the area as specified in the Council’s Certificate of Registration.

“Secretary” shall mean the Secretary of the Council.

“Chamber” means the regional chambers as defined along geographical and / or Magisterial Districts within the Scope of Application of the Collective Agreement falling within the registered scope of the council in terms of the Council’s Certificate of Registration.

“Trade Union” and “unions” shall have a corresponding meaning which means the unions that are admitted as parties to the Council.

### **3. REGISTERED SCOPE**

The Registered Scope of the Council shall be as per its Certificate of Registration.

#### **4. OBJECTIVES**

The objectives of the Council shall be:

- (1) To conclude collective agreements.
- (2) To enforce collective agreements.
- (3) To perform dispute resolution functions.
- (4) To establish and administer funds for:
  - (a) Dispute Resolution.
  - (b) Holiday Fund.
  - (c) Retirement Fund.
  - (d) Death Benefit Fund.
  - (e) Sick Fund.
  - (f) Any other fund that would advance social and economic wellbeing of employees.
- (5) To delegate rights, powers and obligations to its Chambers in terms of this Constitution,
- (6) To develop proposals for submission to NEDLAC or any other forum on policy and legislation that may affect the Industry.
- (7) To buy, sell, lease, pledge, mortgage, hypothecate or otherwise encumber moveable, immovable and intellectual property to invest, borrow or lend money and all powers incidental thereto.
- (8) To supply industrial support services to the Industry.
- (9) To establish an exemptions board to consider applications for exemption from collective agreements; and
  - (a) To appoint an Independent Exemptions Appeal Board to hear and adjudicate on exemptions by non-parties that have been refused by the Council.
- (10) To determine levies for its funding.

- (11) To promote good relationships between employers and their employees.
- (12) To use its endeavours generally in the direction of maintaining industrial peace.
- (13) To secure the complete organisation of employers in the Industry.
- (14) To do such things as may tend to the furtherance of the above objects or any of them.

## **5. APPLICATION TO BECOME A PARTY**

- (1) Any registered trade union or registered employers association may apply in writing to the Council for admission as a party to the Council.
- (2) The application must be accompanied by:
  - (a) A certified copy of the applicant's constitution;
  - (b) A certified copy of the applicant's Certificate of Registration;
  - (c) Details of the applicant's membership within the registered Scope of the Council, including:
    - (i) in the case of an employers association, the number of employees that its members employ within the Council's registered Scope, as well as proof that they are employing more than 20% of the employees in the Scope of the Council; and
    - (ii) in the case of a union, proof that it represents more than 20% of the employees that fall within the Scope of the Council.
  - (d) a full motivation of the reasons why the applicant ought to be admitted as a party to the Council; and
  - (e) any other information on which the applicant relies in support of the application.
  - (f) The Council, within 90 days of receiving an application for admission, must decide whether to grant or refuse the applicant admission and must advise the applicant of its decision, failing which the Council is deemed to have refused the applicant admission.

- (g) If the Council refuses to admit an applicant, it must within 30 days of the date of the refusal, advise the applicant in writing of its decision and the reasons for such decision.
- (h) In the event of a Party's representativity falling below the required membership as stipulated in clause 2(c) above, such Party shall be given sixty days to achieve the required membership, failing which, will cease to be a Party to the Council.

## **6. PARTIES TO THE COUNCIL**

(a) The Parties to Council are –

(i) **Employers' Association**

- (aa) KwaZulu-Natal Furniture Manufacturers' Association.
- (bb) Allied Business Association.

(ii) **Trade Unions**

- (aa) The National Union of Furniture & Allied Workers' of South Africa.

## **7. STRUCTURES OF THE COUNCIL**

(1) The Structure of the Council includes the following:

- (a) Chamber - Area A
- (b) Chamber - Area B
- (c) Chamber - Area C
- (d) Committees and Sub-Committees as decided from time to time by the Council.

## **8. REPRESENTATIVES & ALTERNATES ON THE COUNCIL MANAGEMENT COMMITTEE**

- (1) The Council shall consist of 18 Representatives of whom one half shall be appointed by the Employer Organisations and the other half by the Trade Union.
- (2) The Employer Organisations in each Chamber shall be entitled to nominate representatives as follows :

- (a) Chamber – Area A : 5 representatives.
  - (b) Chamber – Area B : 2 representatives.
  - (c) Chamber - Area C : 2 representatives.
- (3) The Union shall be entitled to nominate representatives as follows :
- (a) Chamber – Area A : 5 representatives.
  - (b) Chamber – Area B : 2 representatives.
  - (c) Chamber - Area C : 2 representatives
- (4) Each representative shall have an Alternate.
- (5) Representatives and Alternates shall each hold office for a period of one year and thereafter until successors have been appointed.
- (6) Representatives and Alternates may be re-appointed after the period as contemplated under sub-clause 5 has lapsed.
- (7) A Representative or Alternate may resign from the Council by giving one months' notice in writing to the Secretary of the Council and the Party that appointed him.
- (8) Any Party may at any time withdraw a Representative or Alternate by giving 30 days' notice to the Secretary of the Council.
- (9) Any vacancy shall be filled by appointing a successor for the remainder of the period of such Representative or Alternate being withdrawn under sub-clause 8.
- (10) In the appointment of Representatives, the Employers' Organisations must provide for at least one Representative for each Chamber to represent the interests of small and medium enterprises.
- (11) Any person that has been found guilty of an offence and / or unacceptable behaviour, dishonesty, theft and / or neglect of duties shall not be eligible for appointment as a representative to the Council.

- (12) The Council shall meet at least on two occasions per annum, or as otherwise agreed upon between the Parties.

## 9. **POWERS OF THE COUNCIL MANAGEMENT COMMITTEE**

- (1) The Council shall ratify and/or confirm all decisions taken by any of the Chambers and / or their respective Sub-Committees resulting from functions delegated to the Chambers from time to time.
- (2) The Council shall be empowered to appoint any Committee or Sub-Committee to execute any of its functions it may delegate to such Committee or Sub-Committee.
- (3) Any Committee or Sub-Committee appointed by the Council shall not have authority to usurp the powers of the Council.
- (4) All Collective Agreements concluded by the Chambers, shall be adopted by the Council's Management Committee and forwarded by the Council to the Minister for extension to non-parties in terms of Section 32 of the Act if so recommended by the **Chambers** in terms of sub-clause 11(2) and (3).
- (5) The Chambers to the Council shall have no veto powers in respect of the decisions taken by a Chamber as intended by Clause 9(1) and (4).

## 10. **REPRESENTATIVES & ALTERNATES TO THE CHAMBERS**

- (1) The Chambers of the Council shall each consist of 6 Representatives of whom one half shall be appointed by the Employer Organisations and the other half by the Trade Union.
- (2) The Employer Organisations in each Chamber shall be entitled to nominate 3 representatives for each Chamber.
- (3) The Union in each Chamber shall be entitled to nominate 3 representatives for each Chamber.
- (4) Each representative shall have an Alternate.



- (5) Representatives and Alternates shall each hold office for a period of one year and thereafter until successors have been appointed.
- (6) Representatives and Alternates may be re-appointed after the period as contemplated under sub-clause (5) has lapsed.
- (7) A Representative or Alternate may resign from the Chamber, by giving one months' notice in writing to the Secretary of the Council and the Party that appointed him.
- (8) Any Party may at any time withdraw a Representative or Alternate by giving 30 days' notice to the Secretary of the Council.
- (9) Any vacancy shall be filled by appointing a successor for the remainder of the period of such Representative or Alternate being withdrawn under sub-clause 8.
- (10) In the appointment of Representatives, the Employers' Organisations must provide for at least one Representative for each Chamber to represent the interests of small and medium enterprises.
- (11) The Chambers shall meet from time to time as agreed upon between the Parties.

## **11. POWERS OF THE CHAMBERS**

- (1) A Chamber and/or their respective Sub-Committees shall have power to negotiate conditions of employment and any other issues in respect of that area as demarcated and decided by the Management Committee of the Council
- (2) A Chamber may submit their recommendations to the Management Committee of the Council to extend a concluded agreement in terms of Section 32 of the Act.
- (3) All collective agreements concluded by a Chamber and adopted by the Management Committee of the Council may submit such agreement to the Minister of Labour for extension to non-parties by the Council in terms of sub-clause 9(4), provided that such request conform with the applicable provisions of Section 32 of the Act.
- (4) The respective Chambers shall have no veto powers in relation to each others business as concluded in the respective Chambers.

## **12. AMENDMENTS:**

- (1) This Constitution may only be amended or amplified by a resolution adopted by:
  - (a) A 75% majority of Representatives to the Council from the Employers' Associations, provided that such members who voted were in good standing with their respective Associations; and
  - (b) 75% majority of the Representatives to the Council from the Trade Union, provided that such Representatives who voted are in good standing with the Union.
- (2) No amendment shall be considered unless at least one calendar months' notice in writing has been given to the Secretary of the Council and circulated to Representatives on the Council 30 days prior to the date of the Meeting which the amendment is to be considered.
- (3) Amendments and / or additions shall only be of force and effect as prescribed under the Act.

## **13. ELECTION AND FUNCTIONS OF OFFICE BEARERS AND OFFICIALS:**

- (1) Chairperson and other office bearers.
  - (a) The Council shall at its first Meeting following the appointment of Representatives and Alternates, elect a Chairperson and deputy Chairperson.
  - (b) If the Chairperson is a representative of one of the Employer Organisations, a representative from the Union shall be appointed as deputy chairperson, *or vice versa*.
  - (c) The Chairperson and deputy Chairperson shall hold office for one year, or until the appointment of their successors.
  - (d) The Chairperson and deputy Chairperson may be re-elected for a following term.

- (e) The Chairperson and deputy Chairperson may alternate annually upon election or re-election between the Employer Organisation and the Union.
  - (f) In the event that the position of the Chairperson or deputy Chairperson becomes vacant for any reason prior to the expiry of their period in office, the appointment of a replacement shall be made at an ordinary meeting following the occurrence of such period of office.
  - (g) If the Chairperson is unable to perform his functions for any reason, the functions of the Chairperson shall be assumed by the deputy Chairperson or a person\_duly agreed upon by the Parties.
- (2) Secretary of the Council.
- (a) The Council must appoint a Secretary which shall also be the Secretary to the Chambers of the Council.
  - (b) The Secretary shall be responsible for the appointment of agents and may apply to the Minister for appointment of such agents to become designated agents and other employees of the Council, or otherwise decided by the Council.
- (3) The Secretary must -
- (a) keep and maintain the books and records of account that the Council may direct in order to reflect the financial transactions and state of affairs of the Council ;
  - (b) to attend all Meetings of the Council its Committees and Chambers and record the Minutes of the proceedings at those Meetings ;
  - (c) to conduct the correspondence of the Council, keeping originals of letters received and copies of letters sent ;
  - (d) at each Meeting of the Council or Committees, to read significant correspondence that has taken place since the previous Meeting ;
  - (e) to bank all monies received on behalf of the Council within three days of receipt;

- (f) whenever required by the Council, but at least once in every quarter of the financial year, to submit to the Council's Management Committee statements of its financial affairs and position ;
- (g) to prepare annually, for submission at a Meeting of the Council, a budget for the next financial year; and
- (h) to counter-sign cheques drawn on the Council's bank account and/or any requisition or document relating to electronic funds transfers
- (i) retain a copy of the confirmed and signed Minutes of every Meeting of the Council and chambers, and any other Committee of the Council in safe custody at the office of the Council for a period of at least three years from the date that those Minutes were confirmed ;
- (j) retain every financial statement with reference to Sub-Clause 3(f), and all vouchers and records relating to statements of that nature, for at least three years from the date of the statement ; and
- (k) sign the certificates of appointment to be issued to the persons appointed by the Minister of Labour as designated agents of the Council as required by the Act.

**14. THE MANNER IN WHICH OFFICE-BEARERS AND OFFICIALS MAY BE REMOVED FROM OFFICE**

Any office-bearer or official may be dismissed by the Council for neglect of duty and / or unacceptable improper behaviour, dishonesty, theft and / or neglect of duties. Vacancies occurring as a result of the dismissal of an office-bearer or official shall be filled as provided for in Clause 13.

**15. MEETINGS OF THE COUNCIL AND ITS CHAMBERS:**

- (1) The Council shall meet at its headquarters at least twice a year on any day that it may decide, or meet as otherwise agreed upon between the Parties.
- (2) The Chambers of the Council shall meet at the Council's headquarters on a need\_basis or as otherwise agreed upon between the Parties.

- (3) Special Meetings of the Council shall be called upon a requisition by no less than three representatives and can also be called at the discretion of the Chairperson. The same shall apply to the Chambers.
- (4) Upon written request from the employers or employees by adopted resolution at a properly convened Meeting of the party concerned, the Chairperson of the Council, or that of a Chamber, shall summon a Meeting of the Council or a Chamber, whichever applies within fourteen days after receipt of such request.
- (5) The Council or a Chamber may appoint from amongst members, committees or sub-committees consisting of equal members of representatives of employers and employees, for the purpose of performing any special function, or for the purpose of investigating and reporting on any matter referred to them.
- (6) The provisions of this Constitution relating to conduct at meetings shall apply, read with the necessary changes to the context to meetings of the Chambers, committees, and sub-committees, stemming from Chambers activities.
- (7) Notice of any Meetings of the Council showing the business to be transacted, shall be given to representatives by the Secretary in writing, at least seven days before the date of such Meetings, provided that in the case of special Meetings, the Chairperson may authorise the giving of shorter notice.
- (8) The quorum for Meetings of the Council shall be fifty per cent plus 1 of the representatives each of the employers and employees. For the purpose of determining whether a quorum is present, alternates of representatives who are absent, shall be regarded as representatives. If within 15 minutes of the time fixed for any Meeting, a quorum is not present, the Meetings shall stand adjourned to the same day the week following, or in the event of such day being a public holiday, to the next working day, at the same time and place and at such adjourned Meeting representatives present shall form a quorum, provided that there shall at least be an employer and employee representative present.
- (9) Each representative shall have one vote only. If any representative is absent from any Meeting and an alternate is not in attendance, the voting power of the employers or the

employees, as the case may be, shall be reduced as may be necessary to preserve equality of voting power.

- (10) At any Meeting of the Council, the minutes of the last preceding Meeting shall, unless they have previously been circulated, be read by the Secretary and after confirmation signed by the presiding officer.
- (11) Alternates shall be entitled to attend Meetings of the Council, but shall not take part in debate or vote, unless their principals are absent.
- (12) If the Chairperson so decides any motion shall be submitted in writing and shall be read by him. No motion shall be considered unless seconded, except where otherwise provided in this Constitution, all matters forming the subject of motions shall be decided by agreement on the one hand, by the employer representatives and on the other hand, by the employee representatives present, who shall caucus separately in order to deliberate and vote on the motion. The decision of each caucus shall be based on a majority vote of those present who would be entitled to vote in the Council. Where unanimity by either caucus has not been reached, any representative who has voted against the motion may request that the majority vote of that side shall be made known to the Meeting. Abstentions shall also be recorded when requested by individual representatives.
- (13) Points of procedure on which this Constitution is silent shall be decided by a majority of the votes of those present who are entitled to vote. In the event of an equal division of opinion on a point of procedure, the Chairperson shall have a casting vote in addition to his deliberative vote.
- (14) A representative of the Department of Labour shall be entitled to attend any Meeting of the Council.
- (15) If in between the Meetings of the Council any question arises which in the opinion of the Chairperson, is of extreme urgency and can be answered by a plain "Yes" or "No", a vote of the representatives on the Council may be taken by post. A proposal submitted to a postal vote shall not be regarded as carried, unless at least two-thirds of the representatives vote in favour thereof.

- (16) The Secretary of the Council or a person appointed by him, shall keep minutes of the proceedings at all Council Meetings in such a manner and / or format as decided by the Council from time to time.

**16. THE CIRCUMSTANCES AND MANNER IN WHICH REPRESENTATIVES MUST VACATE THEIR SEATS AND THE PROCEDURE FOR REPLACING THEM**

- (a) A representative shall vacate his seat in any one of the following circumstances :
- (i) On resignation as a representative by giving one months' written notice to the Secretary of the Council ;
  - (ii) If withdrawn as a representative to the Council by his trade union or employers' organisation.
  - (iii) When an employer or an employee is no longer engaged in the Industry.
  - (iv) When an employer or employee is no longer a member of the trade union or employers' organisation that is Party to the Council.
  - (v) If a representative has been found guilty of an offence and / or unacceptable, improper behaviour, dishonesty, theft and / or neglect of duties as contemplated under Clause 8(11).
  - (vi) In the event that a representative is replaced by any one of the Parties to the Council, such nomination shall be in terms of the respective Constitutions of the said Parties, confirmed in writing to the Secretary of the Council.

**17. DETERMINATION OF DISPUTES BETWEEN PARTIES REGARDING THE INTERPRETATION OR APPLICATION OF THIS CONSTITUTION:**

If a dispute arises about the interpretation or application of any of the provisions of this Constitution, the Parties to the dispute shall appoint a mediator to try and resolve the dispute. Should the settlement of the dispute not be effected as a result of mediation,

any party to the dispute may refer the dispute to the Commission for Conciliation Mediation and Arbitration.

## **18. DISPUTES**

- (1) In this clause, a dispute means any dispute between any of the Parties to the Council that may be referred to a Council in terms of the Act except a dispute contemplated in clause 17.
- (2) For the purposes of sub-clause (1) above, a party to the Council includes the members of any party to the Council.
- (3) Any Party to a dispute may refer the dispute in writing to the Council.
- (4) The Party who refers the dispute, must satisfy the Secretary that a copy of the referral has been served on all the other parties to the dispute.
- (5) If satisfied that the referral has been served in compliance with sub-clause (d) above, the Secretary –
  - (a) may, if there is a collective agreement binding on the parties to the dispute that provides for an alternative procedure for resolving disputes, refer the dispute for resolution in terms of that procedure ; or
  - (b) must appoint a member of the panel of conciliators to attempt to resolve the dispute through conciliation.
- (6) Nothing in this clause prevents an officer or an employee of the council investigating the dispute or attempting to resolve the dispute before the appointment of a conciliator in terms of sub-clause (5) (b) above.
  - (a) If a dispute as referred in terms of this Clause remains unresolved, and –
    - (i) the Act requires that the dispute be arbitrated and a Party to the dispute has requested that the dispute be resolved through arbitration; or
    - (ii) all the Parties to the dispute consent to the arbitration.



- (b) Any Party to the dispute may request that the dispute be resolved through arbitration and may refer the dispute to the Commission, provided that the governing body of the Commission has agreed thereto or by an Arbitrator mutually agreed upon.
- (c) The arbitrator may conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.
- (d) The arbitration proceedings must be conducted in accordance with the provisions of sections 138 and 142 and, if applicable, sections 139, 140 and 141, of the Act, read with the changes required by the context.
- (e) In the absence of a fund being established for resolving disputes, the referring party shall be liable for the Arbitration fees.

## **19. PROCEDURE FOR NEGOTIATION OF COLLECTIVE AGREEMENTS**

- (1) Any party to the Council may introduce proposals for the conclusion of a collective agreement in the Council.
- (2) The proposals must be submitted to the Secretary in writing and must identify the other parties to the proposed agreement.
- (3) The Secretary must serve copies of the proposals on the other parties to the Council, within seven days of submission of the proposals.
- (4) At the next Meeting of the Council, following the submission of the proposals, or as alternatively agreed upon by the parties, decide on a process for negotiating the proposals, including –
  - (a) the introduction of counter-proposals ;
  - (b) whether the negotiations should be conducted by the Council, the Executive Committee or any other Committee of the Council ;

- (c) the appointment of a facilitator to facilitate the negotiations ; and
- (d) the timetable for the negotiations.
- (e) If no collective agreement is concluded in the course of a process or procedure contemplated by this Clause, the parties to the Council may –
  - (i) agree to refer the dispute to arbitration by an arbitrator mutually agreed upon ; or
  - (ii) resort to a strike or a lock-out that conforms with the provisions of Chapter IV of the Act.
- (f) The provisions of clause 18(6)(b), (c) and (d) shall apply to arbitration proceedings conducted in terms of this clause.
- (g) The provisions of this Clause shall apply *mutatis mutandis* to the Chambers of the Council.

## 20. EXEMPTION FROM COLLECTIVE AGREEMENTS

### (1) General:

The Council, may if special circumstances exist, grant exemption from any of the provisions of the collective agreements.

Applications for exemption shall be dealt with in the following manner:

- (a) Parties : Any applications for exemption by a Party to the Collective Agreement shall be dealt with in a manner as decided by the Council from time to time.
- (b) Non-Parties : Any application by a non-party to the Collective Agreement shall be dealt with in accordance with the provisions as contemplated by the Act as contained within the applicable Collective Agreement relating to exemptions.

## 21. FINANCES

- (1) The Council may raise funds by charging a levy on employees and employers within the registered scope of the Council.
- (2) The Council must open and maintain an account in its name with a bank of its choice that is registered in the Republic, and –
  - (a) deposit all monies it receives in that account within three days of receipt; and
  - (b) pay the expenses of and make all payments on behalf of the Council by cheque drawn on that account and / or by Electronic Funds Transfer.
- (3) The Council may invest any surplus funds not immediately required for current expenditure or contingencies, in –
  - (a) savings accounts, permanent share or fixed deposits in any registered bank or financial institution ;
  - (b) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975) ;
  - (c) a registered unit trust ;
  - (d) in any other manner approved by the Registrar.
- (4) All payments from the Council's funds must be –
  - (a) approved by the Council, and
  - (b) made by cheques drawn on the Council's bank account and signed by the Chairperson or Vice-Chairperson and counter-signed by the Secretary. However, the Council, by special resolution may authorise any representative in the Council, official or employee of the Council to sign or counter-sign cheques drawn on the Council's bank account in the event of both the Chairperson or the Secretary not being readily available for that purpose. This provision applies with the necessary changes to the context with reference to EFT payments.

- (c) payment can be made by EFT (Electronic Funds Transfer) provided that –  
The Councils Auditors shall approve of the security systems put in place relating to such transfers.
- (5) Despite sub-clause (4), the Council may maintain a petty cash account, out of which the Secretary may make cash payments not exceeding R3, 000.00 at any one occasion.
- (6) Funds required for the petty cash account, may be transferred to that account only by drawing a cheque issued and signed in the manner required by sub-clause (4)
- (7) Except with the approval of the Council, cheques drawn to transfer funds to petty cash may not exceed R5, 000.00 per month in aggregate, or otherwise as approved by the Council.
- (8) The Council may determine the form of the records to be kept for the petty cash account.
- (9) At the end of each quarter of the financial year, the Secretary must prepare a statement showing the income and expenditure of the Council for that quarter, and another reflecting its assets, liabilities and financial position as at the end of that period.
- (10) The financial year of the Council begins on 01 July in each year and ends on 30 June of the following year.
- (11) Not later than 30 October in each year, the Secretary must prepare a statement of the Council's financial activity in respect of that financial year, showing –
- (a) all monies received for the Council –
- (i) in terms of any Collective Agreement published in terms of the Act; and
- (ii) from any other sources ;
- (b) expenditure incurred on behalf of the Council, under the following heads –
- (i) remuneration and allowances of officials and employees ;

- (ii) amounts paid to representatives and alternates in respect of their attendance at Meetings, the travelling and subsistence expenses incurred by them and the salary or wage deducted or not received by them due to their absence from work by reason of their involvement with the Council ;
- (iii) remuneration and allowances of members of the panel of conciliators and arbitrators ;
- (iv) office accommodation ;
- (v) printing and stationery requirements ; and
- (vi) miscellaneous operating expenditure ; and
- (vii) the Council's assets, liabilities and financial position as at the end of that financial year.

## **22. ANNUAL FINANCIAL STATEMENTS -**

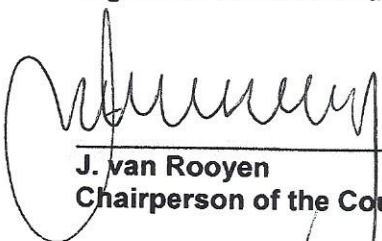
- (a) The annual financial statements must be submitted for audit to a professional auditor appointed by the Council. The Secretary and Chairperson must sign the Audited Financial Statements.
- (b) Certified copies of the audited statements and the auditor's report must be made available for inspection at the office of the Council to members and representatives of the Parties, who are entitled to make copies of those statements and the auditor's report.
- (c) The Secretary must send certified copies of the audited financial statements and the auditor's report to the Registrar within 30 days of receipt thereof.
- (d) Every year the secretary must prepare, for submission at a Meeting of the Council, a budget for the Council for the next financial year.


## **23. WINDING UP**


- (1) The Council shall be wound up if a resolution is passed by:
  - (a) A 75% of majority of the Representatives to the Council from the Employers' Organisation voted in favour of such Resolution, provided that such members were in good standing with their Association; and
  - (b) A 75% majority of the Representatives of the Union voted in favour of such Resolution, provided that such members were in good standing with their Union, on condition that ;
  - (c) the Department of Labour must audit the votes for the purposes of verification that the Parties have complied with the provisions as contained under Sub-Clauses 1(a) and (b) above.
- (2) In the event that a resolution for the winding up of the Council has been passed, the Council shall keep on functioning until all Collective Agreements under it auspices have lapsed.
- (3) If the Council is for some reason or another is unable to continue functioning, which cannot be remedied within six months, the following provisions shall apply:
  - (a) The Secretary of the Council shall in both instances, as the case may be, make application to the Labour Court, within 30 days, for an order in terms of Section 59 of the Act.
  - (b) The liquidator appointed by the Court, shall call upon the last appointed Secretary of the Council to deliver to him the Councils books of account, reflecting the Council's assets and liabilities as well as all asset registers and documents that may be required to liquidate the Assets.
  - (c) The Liquidator shall take the necessary steps to liquidate the debt of the Council from any unexpected funds and any other monies realised from any assets of the Council.

- (4) If all the liabilities of the Council have been discharged, the remaining assets shall be paid as follows:
- (a) For the purpose of this Clause, the liability of the Parties to the Council shall be limited to their unpaid liabilities (if any) to the Council as at date on which the Council ceased to function.
  - (b) If all liabilities of the Council have been discharged, one half of any remaining assets shall be paid to the Employers' Associations which were Party to the Council at its dissolution, to be distributed proportionally to the Associations based on the number of members at dissolution and one half to the Trade Union which was Party to the Council at its dissolution, based on its number of members. If there was more than one Trade Union Party to the Council, the distribution shall be proportional.

Signed at Durban on the *22<sup>nd</sup>* day of *June* 2017.

  
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**J. van Rooyen**  
Chairperson of the Council

  
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**Ms. M. Jonker**  
Vice-Chairperson of the Council

  
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**G.J.P. Blignaut**  
Secretary of the Council