



**MASTER BUILDERS ASSOCIATION**

**GREATER BOLAND**

**CONSTITUTION**



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Association registration number: LR2/6/3/95

## RESOLUTION

On a General Meeting of the Master Builders Association North Boland held on Monday 6 February 2012 at Russell Street 116D, Worcester, it was unanimously decided that the name of the association will be changed to Master Builders Association Greater Boland and that the Constitution of the Association will be replaced with a new constitution.

.....

Secretary

Signed on this ..... day of ..... at Worcester.



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## CERTIFICATE

I the Secretary of the Master Builders Association Greater Boland hereby certify that all the provisions of the Constitution, relating to the adoption of a new Constitution, as well as the name change to Master Builders Association Greater Boland, have been complied with.

.....

Secretary

Signed on this ..... day of ..... at Worcester.

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## **MASTER BUILDERS ASSOCIATION GREATER BOLAND**

### **1. NAME**

1.1 The title of the Association is The Master Builders Association Greater Boland or abbreviated MBA Greater Boland.

1.2 The Executive Committee has recommended that the current title of the Association be changed to MBA Greater Boland in consequence of the expansion which took place.

### **2. DESCRIPTION**

2.1 Any expression used in this Constitution, and which is paraphrased in the Act on Labour Relations No 66 of 1995, shall, unless proven otherwise, have the same meaning as the Act.

### **3. INTERPRETATION**

3.1 Words used in the singular form include the plural and words used in the plural form also include the singular.

3.2 Words used in the male gender form also include the female gender.

3.3 All references to days shall be regarded as working days. Working days shall include all days excluding Saturdays, Sundays and Public Holidays.

3.4 In the event of any dispute in relation to the Constitution, only the Afrikaans and most recent rendition of the Constitution shall be accepted as the correct one.

3.5 Any reference to the "5 working days prior to the date of the General Meeting", does not include the day of the meeting. In other words the cut off date will end at the closing of the Association's office on the 6th day prior to the General Meeting. The Executive Committee shall with every nomination, meeting or notification, decide upon a definite cut off date, to prevent confusion and misunderstanding among its members. In the case where specific dates and times are disclosed, no excuses or delays shall be accepted. The same arrangement applies to any other reference to 3, 5, 10 or any number of days prior to a meeting or any other functions, nominations or notifications.

3.6 All matters which are not specified or mentioned, will be decided upon by a majority vote at a General Meeting, or in a Special General Meeting, as and if needed.

3.7 Office hours shall mean the hours during which the Association's office will be open to members as well as the public to acquire any contracts, information or for general

enquiries and discussions. The hours shall be arranged and implemented by the Executive Committee. Office hours are as follows:

3.8 Monday-Thursday 08:30 - 16:30

3.8.1.1 Friday 08:30 - 15:30

#### **4. OBJECTIVES**

4.1 The objectives of the Association are as follows:

4.2 To guard, protect and promote the interests of the members;

4.3 To regulate the relationship between members, employees and their Unions and to promote the interests of the members and their employees;

4.4 To encourage the settlement of disagreements by means of reconciliatory measures;

4.5 To promote any legislature or any other material that may be of importance to the member affected, and to be well advised accordingly;

4.6 To convince, in any legal way available or possible, any persons who qualify, to become a member of the Association.

4.7 To provide any support possible in cases touching on the member and the relationship between members, employees and their Unions;

4.8 To co-operate with employees' or workers' unions on any bargaining or statutory council concerning cases which may affect the member;

4.9 To provide a verdict, if being required to, concerning the Executive Committee, Arbitrators or Referees;

4.10 To associate with any Federation of the employees, or to enrol with them, or to work with any federation, union, institution, local authority, or to work with other persons according to the objectives of the Association and interests of the employer in the building industry and its affiliates, to promote the persons involved;

4.11 To make available all improved working methods, as well as models, inventions, sketches or photographs collected to promote the excellence of work among the members;

4.12 To encourage the education and training of workers within the building or any other paint related industry;

4.13 To make use of any fixed or movable assets or any other assets which the Association has available to which the members give permission;

- 4.14 To lend, invest, contribute or donate finances in the promotion of the objectives of the Association;
- 4.15 To promote the fair and honest business relationship between members and the persons within the building and paint related industry;
- 4.16 To only promote business which is of a benefit to the Association and which is not contradictory to the Constitution;
- 4.17 To make available and promote all contracts, documents and information to members to protect the relationship between their clients and employees.

## **5. STATUS OF THE ASSOCIATION**

- 5.1 The Association is a legal entity with incessant succession and in consequence holds the right to subpoena or be subpoenaed.

## **6. MEMBERSHIP**

- 6.1 Employers within the building as well as the paint related industry, as well as manufacturers as paraphrased in Appendix "A", are permitted as members.

- 6.1.1 New members as well as current members must adhere to the Constitution, rules and regulations of the Builders' Council, prior to receiving any benefits which the association may have to offer.

### **6.2 APPLICATION FOR MEMBERSHIP**

- 6.2.1 Application for membership must be done in writing and all details to be stipulated in the application form provided as required by the Executive Committee.

- 6.2.2 Members of the Association must first present the new member and then second his application as acceptable, unless the Constitution stipulates otherwise. This includes the membership fee payable immediately on presentation of membership for the following year.

- 6.2.3 Application for and receipt of membership must be discussed at the following Executive Committee Meeting. The Executive Committee may insist on all confidential documentation to be presented, when necessary. The Executive Committee may also insist on the appearance of the seconder, who appeared at the initial application, to appear on behalf of the applicant.

- 6.2.4 The acceptance or refusal of membership is based on a majority decision made by the current members of the Executive Committee when the vote takes place. In the case where membership is refused, the applicant has the right to appeal against the decision, through the Secretary, within (5) five working days after the date of refusal has been presented. This appeal must be lodged in writing. When the applicant has the privilege to present his appeal, he may call witnesses to testify on his behalf. A majority vote must be indicated to ensure the applicant's acceptance to the Association.
- 6.2.5 The Executive Committee holds the Authority to permit the applicant a temporary membership not exceeding the (12) twelve month period he initially applied for. In the case where a member does not get elected after the trial period of (12) twelve months the applicant has the right to appeal after a general meeting, as in clause 6.2.4. Temporary members are under the same conditions as the ordinary members.
- 6.2.6 If the applicant is refused membership, the application fee and membership fee shall be re-imbursed immediately. The conditional member, after being refused membership, is also entitled to the return of his application fee.
- 6.2.7 Only (1) one representative may represent in an Executive capacity within the Association.
- 6.2.8 Every member must within (10) ten days give written confirmation concerning a change of address or any other important details from whence the changes took place.
- 6.2.9 A member who resigns or is expelled from the Association, and is still in the industry as paraphrased in 6.1 may re-apply for membership under the conditions the Executive Committee may stipulate.
- 6.2.10 The Executive Committee holds the right to classify and affiliate members.
- 6.2.11 The Executive Committee holds the right to any documentation or certification from the Construction Council and to ensure applicants and members have the correct documentation as required by the North and West Boland Legislature before any membership is renewed.

### 6.3 INSOLVENCY / DEED OF ASSIGNMENT

- 6.3.1.1.1 Membership of the member will end "ipso facto" unless
- 6.3.2 He declares insolvency;
- 6.3.3 He declares a " deed of assignment" to his debtors or agrees to distance himself, or declares a trust to compensate his debtors;

6.3.4 Notwithstanding the criteria of paragraph 6.3.1 of this clause, may be accepted in the presence of the meeting held by the Executive Committee, and this by the conditions stipulated by the Executive Committee.

#### 6.4 CHANGE OF MANAGEMENT, OWNERSHIP OR CONTROL

6.4.1 The Secretary must be informed immediately of any changes in the Associates' Directors, Ownership, Management or control of the Industry he is a member of. The Executive Committee will then decide on a re-application of membership and whether the member must pay another membership fee if that person is re-instated as a member. For the objective of this clause, the phrase "change of management, ownership and control", includes the participation through any principal, Associates or Directors in the case of identity.

#### 6.5 RESIGNATION

6.5.1.1.1 A member is requested to inform the Secretary (1) one month prior to the date of resignation. Until that resignation becomes official, the member still remains a member of the Association and is bound by the conditions thereof. If resignation of a member is made prior to first June (1) of any specific year, the member is then responsible to pay the membership fee for that year.

#### 6.6 LIFETIME MEMBERSHIP

6.6.1.1.1 By recommendation of the Executive Committee, a normal member may during a General Meeting of the Association, be chosen for lifetime membership and will then share in the privileges of membership without payment of the Annual Membership Fee or any other special fees which may be required from a member. For such a vote to become effective,  $\frac{3}{4}$  of the members must be present, if that member does not have lifetime membership. The records of the Association must indicate clearly whether a member is a lifetime member or not.

### **7. COMPLAINTS**

7.1 In a case where a complaint is lodged against a member, it will be referred to the Executive Committee. The Executive Committee will then decide what suitable actions should be taken against the member. All complaints, correspondence as well as suggestions will be held in strict confidence.

## **8. ENROLMENT, MEMBERSHIP FEES AND LEVIES**

8.1 Members are required to pay an enrolment fee and a yearly membership fee which will be adjusted by the Executive Committee from time to time.

8.1.1.1 Enrolment fee of all categories: R100.00 (One hundred rand).

8.1.1.2 Yearly Membership fee for the following categories:

8.1.1.3 Master Builders and Suppliers: R500.00 (Five hundred rand).

8.1.1.4 Specialist and General Contractors: R400.00 (Four hundred rand).

8.1.1.5 Conditional General Members: R400.00 (Four hundred rand).

8.2 The Executive Committee will decide whether an enrolment fee will be necessary in the case where a new member is also a current member of any other Association that is affiliated with the Construction Federation of South Africa.

8.3 Annual membership fees are payable prior or on the first day of June every year.

8.4 Any party permitted to apply to the Association for membership will be responsible for the payment of that enrolment. The member is required to pay one twelfth (1/12) of the membership fee thereafter in accordance with the financial year ending on thirty first May of any year.

8.5 Levies estimated by the Executive Committee for the objectives mentioned in clause 4 can be implemented by the Association at a Special General Meeting where a two thirds ( $\frac{2}{3}$ ) majority vote is in favour of the levy.

8.6 A member whose membership fee, payable in consequence of clause 8.1, or levy, payable in consequence of clause 8.5, is outstanding by 30 June of that year, is released of all the rights and advantages the membership has to offer, unless the Executive Committee decides otherwise.

8.7 In so much as the Secretary has not received membership fees or levy fees by 31 July of that year, the Executive Committee then holds the right to take any legal action. The member's name will then be removed from the membership list and he will no longer be a member, unless the Executive Committee decides to the contrary. If that member then chooses to become a member, then that person must re-apply for membership.

## **9. MISCONDUCT OF THE MEMBER**

- 9.1 All members must adhere to the criteria of the rules, orderliness and the Constitution of the Association and is bound “ipso facto” whether undersigned or not.
- 9.2 The Executive Committee may expel any member, if that member has transgressed any rules of the Association or the Executive Committee, and has made themselves guilty of the behaviour unwarranted by the Association. For every transgression committed, the member may thus be fined the amount corresponding to 5 times the annual membership fee, or may be fined and expelled by the Executive Committee or the Executive Committee can at a Special General Meeting of the Association decide to expel the member.
- 9.3 The expulsion or fine implemented against the member must be presented by the Secretary within (5) five working days. The member may then lodge an appeal against the the expulsion or the fine implemented by the Executive Committee within (5) five working days of receiving the letter of expulsion or fine. The Secretary will then in writing call a Special General Meeting within (10) ten working days on receipt of the lodged appeal from the member.
- 9.4 When the expulsion of the member is requested by the Executive Committee, the Secretary will thus call a Special General Meeting of the Association to consider the case at hand. Notification of the expulsion at hand must be lodged in writing and is handed to those attending the Special General Meeting and will in consequence be the only case heard at that time. The member under investigation shall be notified, in writing, within (5) five working days of the Special General meeting of the Association concerning this matter.
- 9.5 The member in question is permitted to, under clause 9.3 and 9.4, to attend the hearing and to be given an opportunity to make a statement. The majority vote, under these circumstances, is relevant.
- 9.6 If the member, found guilty of the transgression, does not respect the process which must be adhered to, the member will have no further right to appeal.
- 9.7 A member will loose the rights and privileges once expelled from the Association, this from the day the expulsion was implemented, this also the right to vote where membership is concerned and cannot claim compensation from the association or any other member within the Association.
- 9.8 Once a member has submitted a written complaint concerning an accused member to the Executive Committee, the Executive Committee must meet immediately to contemplate the actions to be taken against that member as soon as possible.

- 9.9 A member is permitted the support of witnessess when presented before the Executive Committe or the General Meeting when accused of a transgression stated in clause 9.3 and 9.4.
- 9.10 A member is no longer entitled to the privileges, including a voting privilege and will not be regarded honourable when
- 9.10.1 The membership fee or any other fee owed to the Association are more than (3)months outstanding;
- 9.10.2 When the member is expelled due to a contravention of this Constitution.
- 9.11 Until the member has paid those membership fees or any other fees after (3) three stipulated months, that member will not continue to reap the advantages as stipulated in paragraph 9.10, until those outstanding fees have been paid.
- 9.12 Any notification, in accordance with the fore-mentioned sub-clause, sent to the member will be regarded as delivered by the pre-paid post to the address supplied by the member as required by clause 6.2.8.

## **10. EXECUTIVES AND OFFICIALS**

- 10.1 The Executives of the Association comprise of the President, Vice President, Treasurer and the Outgoing President.
- 10.2 The Executives of the Association, excluding the Outgoing President of the previous year, are elected annually at a General Meeting. The vote is only valid for one (1) year, but every Executive is permitted a re-vote. The President will not be able to hold that position for more than three (3) consecutive years. Nominations for any of these officials, excluding the Outgoing President, must be submitted in writing and must be signed by the voter, a witness and the official that has been nominated. Only a list provided by the Association will be valid. These submissions must be handed to the Secretary in writing five (5) days prior to the Annual General Meeting. The day of the Annual General Meeting does not include any of the five (5) working days. Any official who does not want to make himself available for re-election, must state his reasons as a notification at the following meeting. In the situation of a vacancy within the post as President, Vice President or Treasurer, for any possible reason, the Executive Committee has the responsibility to fill those positions for the time remaining until the following Annual General Meeting. The position of the Outgoing President is concurrent to the position of the current President. In other words, the position of the Outgoing President is (1) year (maximum (3) three years) as is the period held by the current President.
- 10.3 In the case where more than one member is elected for a specific position, an election must be held by way of ballot, and the member with the unanimous votes, as to say, the member with the general amount of votes, will be granted that position. If there are (3) three or more candidates nominated for the post and none of them a

majority vote, then the official with the least votes falls away and in consequence another vote is taken for the remaining candidates. This process continues until there is only one remaining candidate who will be inaugurated.

10.4 The President appears as the Chairman at all the meetings he attends. He leads the meeting according to the general debatory rules, signs the minutes of the previous meetings after they have been addressed , and oversees the general running of the Association as the post requires of him.

10.5 The Vice President practices the same undertaking in the absence of the President.

10.6 The Treasurer is responsible for all the finances of the Association and is to account for all the moneys spent and invested in the manner determined by the Executive Committee. His duties include the receipt and distribution of receipts and the deposit of all finances received into the account of the Association within (3) three working days. The Treasurer may delegate any of his responsibilities to the Secretary or any other member of the Committee. The Treasurer must, with the aid of the Secretary, set up an income and expenditure statement, as well as a balance sheet wherein the financial conditions of the Association are stated. This must be presented to the Association at an Annual General Meeting, as dated 31 May annually, prior to the statement being handed to the Auditors. The Executive Committee will then appoint a necessary registered and qualified Bookkeeper or Auditor to inspect the account and a copy to be handed to the members of the Executive Committee at an Annual General Meeting. The Executive Committee will appoint someone to oversee this in the absence of the Treasurer.

10.7 Any official or member of the Executive Committee may be released of his post, or the rights of an “ex-officio” of the Committee or Sub-Committee may be withdrawn as made by the decision of the Special General Meeting as described in clause 14.2. This is supported by a two thirds (2/3) majority vote by the members who are present. The official must be notified within (3) three working days via registered letter. The member has the right to appeal according to the conditions stated in clause 9.

10.8 A Member may be released from his position under the following circumstances:

10.8.1 By deliverence, resignation or suspension from membership of the Association;

10.8.2 In the absence of (3) three consecutive Executive Committee Meetings without an apology;

10.8.3 With the receipt of a written resignation to the Executive Committee given to the Secretary within (5) working days;

10.8.4 When he has ceased to do business as stipulated in clause 6.1 of this Constitution.

10.9 The appointment of all paid officials, including the Secretary, will submit to the conclusion of service and will be summarily be dismissed for any reasons the Law will find appropriate. Service conditions will not be argued under any circumstances and will be set according to the Law of basic service conditions.

10.10 Officials, Committee members, Associates or employees of the Association must be protected against costs, losses and expenses that he, as a result of instruction given by the Association, or his own responsibilities, may incur.

10.11 The officials will meet at least once a month with the intention of giving attention to important issues and to prepare agendas of any advice and other information of meetings held by the Executive Committee.

## **11. THE EXECUTIVE COMMITTEE**

11.1 The Executive Committee shall manage all instructions of the Association as well as the General meeting held by the Association.

11.2 The Executive Committee consists out of officials and (5) five normal members. The Executive Committee can when necessary co-opt. The Secretary, in light of the position also becomes part of the Executive Committee.

11.3 Contributing Ex-Presidents of the Association have the right to attend the meetings of the Executive Committee but is not entitled to vote.

11.4 The (5) five normal members of the Executive Committee are nominated according to the following criteria: All nominations must be submitted to the Executive Committee in writing and must have the signature of the proposer and witness, as well as the member to be elected to this post. This submission must be made within (5) five working days prior to the date of the Annual General Meeting to the Secretary. It is not necessary that the Outgoing member be re-elected but will be regarded as candidates if they refuse within (5) five working days, in writing, to the Secretary.

11.5 Vacancies which are available on the Executive Committee during the process of that year will be filled by other members of the Executive Committee of the Association that are deemed reliable for that position.

11.6 Members of the Executive Committee will fill their responsibilities in accordance with clause 10.7 and 10.8, until a time when a replacement is appointed.

## **12. AUTHORITY OF THE EXECUTIVE COMMITTEE**

- 12.1 Unless otherwise mentioned in the Constitution, the Executive Committee has the following authority to:
- 12.2 Purchase loose and fixed assets on behalf of the Association, to rent, or by any other means to sell the loose or fixed assets, to pawn or deal in any other way. No loose assets may be sold or pawned or may be hired for a period of more than (5) five years unless the Secretary has (30) thirty days written notice. No less than 25% of the members must give written notice of a ballot which will be called to approve of this. Two thirds of the vote will secure the implementation thereof.
- 12.3 To hire and release the Secretary, clerks, agents or other officials of the Association and regulate their responsibilities, salaries and other remuneration.
- 12.4 To determine the procedure of the Committee.
- 12.5 To fine or expel members, or order the expulsion of the member within the criteria listed in clause 9.
- 12.6 To regulate the admission of visitors to the meeting and to instruct the admission of life long membership.
- 12.7 To safeguard the funds and other assets of the Association, and in good faith, under clause 18, to give all rights to members regarding procurements, agreements, trade documents and other administration on behalf of the Association.
- 12.8 To utilise the funds for the payment of agents and officials of the Association in the promotion of any objectives.
- 12.9 To invest funds in the interest of the Association.
- 12.10 To consider all applications of membership and to decide appropriately.
- 12.11 To adhere to the objectives of the Association.
- 12.12 To elect Committees from their membership for the objective of investigation, for instances of the referrals by the Committee.
- 12.13 To provide financial aid to relief organisations or charity organisations and to give financial support to service providers and needy people.
- 12.14 To implement legal action on behalf of the Association and to take legal action against any segregated members.

12.15 To administer other legal matters, in criteria of the Executive Committee, concerning the Association and not within the objectives mentioned in clause 4 or any other opportunities argumentative in the supplement of this Constitution..

### **13. REPRESENTATION ON BARGAINING AND STATUTORY COUNCILS**

13.1 At a General Meeting there may be decided to be part of a Bargaining or Statutory Council and to apply according to the terms of the act on Labour Relations No66 of 1995.

13.2 Candidates for this Council must be nominated during an Executive Committee Meeting and must be elected by a voters' roll. This counts unless the Association is nominated a party of the Statutory Council as requested by another party.

13.3 Representatives of such Bargaining Council can resign and resignation implemented after (1) one month's notice or of notification by the Council's Constitution.

13.4 In the case of resignation, or death of a representative, the Executive Council will fill that vacancy until the following General Meeting.

13.5 Representatives will have power of agreements on behalf of the Association and will not be called upon to be represented by the Executive Committee or the General Meeting.

### **14. MEETINGS OF THE EXECUTIVE COMMITTEE**

14.1 Meetings of the Executive Committee must be arranged at least every (2) two months.

14.2 Special Meetings can be called upon within a 24 hour period when necessary. This must be requested by the Secretary, the President and three (3) other members of the Committee. The items to be discussed must be stipulated in this request.

14.3 At any meeting of the Executive Committee, the majority members constitute a quorum. If a quorum is not present within (30) thirty minutes of the time set apart for the meeting, the meeting adjourns to the same time and date of the next week, or to any other date with notice as set by the officials. At this adjourned meeting of which written notice must be given, the members present must constitute a quorum. The co-opted executive members does not form part of the quorum.

14.4 Meetings of the Executive Committee are strictly confidential, and should it be proven that a member has violated the confidentiality of the meeting, or that a member made known the contents of the discussions during the meetings without permission of such Committee to the detriment or damage of the Association, the Executive Committee can fine or expel the member or can implement both a fine and

expulsion, and declare all claims by the member on the funds of the Association forfeit.

14.5 All items on the agenda on which the Executive Committee and Sub-Committee thereof must decide, is determined by the majority vote of the members with voting rights that are present. The President has the conclusive vote.

## **15. GENERAL MEETINGS**

15.1 Every year the General Meeting must be convened within (3) three months of the financial year. Normal and Special General meetings are convened when the Executive Committee finds it necessary or as per clause 15.3. At least (3) three General Meetings and (1) one Annual General Meeting must be held every year. At Every General Meeting, the Secretary reads the minutes of the previous General Meeting and on approval the President signs the minutes of the previous General Meeting. The minutes of the Executive Committee must also be handled in the prescribed manner by the Committee.

15.2 The Secretary must within (10) ten working days of the meeting, post notifications of this to the Executive Committee and items of the agenda as well as time and date must be stipulated.

15.3 The President, or in his absence, the Vice President, or (3) three members of the Executive Committee, or (5) five members of the Association, can command a Special General Meeting for which at least (3) three days' and mostly (5) five working days' notice must be given. The reasons for the meeting must be comprehensively explained and will be the only topic allowed on the agenda for discussion and decision.

15.4 Ten (10) percent of the members constitutes a quorum on a Special General Meeting. If a quorum is not present within (30) thirty minutes of the time appointed for a Special or General Meeting, the stipulations of clause 14.3 mutatus mutandis will be applicable.

15.5 The majority vote of the members at any meeting is binding to the Association except if otherwise stipulated.

15.6 The President, Vice President or a Chairman appointed by a meeting, acts as a Chairman on all meetings held by the Association and restricts proceedings to the objectives for which the meeting is concerned. In the event of the equality of the votes, the Chairman has the conclusive vote as well as a normal vote. If the President or Vice President becomes unable to perform their task, the Executive

Committee must appoint a substitute who will fill the post for the remainder of his predecessor's term.

15.7 A member who is absent from the district in which the meeting is held, can appoint a representative who is officially attached to his business and has full power of attorney to act on his behalf, to attend meetings and to vote on behalf of the member on condition that the Secretary be given notice in writing of the appointment. The proceedings at any meeting will not be declared invalid because of the non-receipt of the notice of the meeting by any member.

15.8 Any member who gives written notice of his intention to present any topic or motion to the Association for discussion and decision, has the right to expect topic or motion to be on the agenda for the next meeting and to be allowed the item to the meeting. Any matter of urgency that is not on the agenda can be presented at a General Meeting provided the majority members of such a meeting gives permission.

15.9 If the Chairman agrees, all written suggestions must at a General Meeting be handed to the Chairman as pre-reading at the meeting. No suggestions may be considered unless it has been seconded and the topic is then discussed for no longer than (10) ten minutes unless the majority of the attendees vote otherwise. Unless determined otherwise, there will be a vote concerning all the items suggested, by the raising of hands if a vote is required from more than (3) three people. Thus items are decided on a majority vote of those present, besides in the case of vote where the candidate gets the amount of votes required in clause 10.3.

## **16. DEPARTMENTAL MEETINGS**

16.1 Members can form their own departments when items of own concern are presented to the Executive Committee or the General Meeting of the Association. This department is entitled to meet separately concerning issues of importance, but with the interest of the Association as a whole. No decision or actions may be taken without the permission of the Executive Committee or a General Meeting. The department is permitted to call on the Secretary or staff for support at these meetings and will adhere to the clauses of the Constitution and deem it "mutatus mutandis".

## **17. SECRETARY**

The Secretary is responsible for all the correspondence of the Association and of the Committee, attends all meetings, takes clear record of the minutes and of those present at that meeting. A record must be kept of all postal addresses as well as Business addresses of the Association and the Department of Commerce that they represent. The Secretary must hear all complaints or any assumed, ominous, or violation of the Constitution, or ordinance of the Association or by any other persons and must report to the President and Vice President and follow through with the assignment. The Secretary must carry out all responsibilities delegated in the terms of this Constitution as well as adhere to all administrative responsibilities as stipulated in Article 98, 99, 100 of the Act of Labour relations No 6 of 1995 concerning Employment Organisations.

Notice of termination of employment:

One week, if the employee has been employed for four weeks or less.

Two weeks, if the employee has been employed for more than four weeks but not more than one year.

Four weeks, if the employee – has been employed for one year or more.

The procedure for appointing of employees of the Association by the Executive Committee will be as follow:

Place an advertisement for relevant available posts.

Shortlisting of applications received.

Setting up criteria.

To interview applicants.

Shortlisting of capable candidates after interviews.

To interview final capable candidates.

Appointing of capable candidates.

## **18. BANKS, UNDERSIGNING OF CHEQUES AND ELECTRONIC TRANSFERS**

- 18.1 The Executive Committee shall from time to time delegate and decide on the banking service used by the Association. All cheques drawn by the Association must be undersigned by (2) two of the below mentioned members, and any transfers made by the Association made by (2) two members are as follows; the President, Vice President, Treasurer, Secretary and Committee members instructed by the Executive Committee.

- 18.2 No single transaction exceeding the amount of R5000.00, besides the payment of the Association's employees, will be granted without it being permitted by the Executive Committee. Expenses under the amount of R5000.00 will be permitted by the Committee.

## **19. VOTING PER BALLOT PAPER**

- 19.1 Above and beyond the fact that voting by means of ballot paper is compulsory to the stipulations of this Constitution, there must be a vote per ballot paper concerning any situations unless the Executive Committee decides:
- 19.1.1 That at least (10) ten percent of the Committee members require this in writing.
- 19.1.2 To be exempted of any declaration thereof.
- 19.2 Voting by ballot must be done as follows:
- 19.2.1 Members must be informed at least (3) three days prior by the Secretary, but if a majority of the members attending a General Meeting agree to this, then the ballot may be held without notice.
- 19.2.2 Two (2) observers must be elected by the Executive Committee at a General Meeting to observe the vote and to make known the results of that ballot.
- 19.2.3 Voting must take place at the time, place and date according to paragraph 19.2.1.
- 19.2.4 Ballot papers must be supplied by the Executive Committee. The reasons for the vote must be adequately stipulated on that ballot paper and that ballot paper must not contain any information that identifies the voter.
- 19.2.5 Only (1) one ballot may be presented to every member.
- 19.2.6 Every member must in the presence of the observer, be supplied with one ballot which must be filled in and folded, and in consequence be placed in a container used for this purpose.
- 19.2.7 Ballots must be marked in the only way indicated as a vote. No other marks or indications shall be accepted. Any ballots marked otherwise will be made null and void and will not be counted.
- 19.2.8 Besides the mark used by the member to make a vote, the observer must in accordance with the Secretary, make the results known in the meeting. In the case of the vote, the compulsory amount of candidates who gets the vote, gets a vote of confidence.
- 19.2.9 Ballot boxes must be inspected by the observer and the Secretary, before the vote takes place.

19.2.10 Ballots, with any other voting letter, must be placed in a sealed box and be kept by the Secretary for at least (3) three years.

19.3 The Executive Committee is obligated to act on the decision of the majority vote of the ballot held.

19.4 Until time and chance, in accordance with the Article 64 of the Act on Labour Relations No 66 of 1995, may no vote or ballot concerning an incident for the exemption to be declared, be held.

19.5 Membership shall not be withdrawn, or the member disciplined if they refuse to vote for the following reasons:

19.5.1 No vote was held concerning the exemption or,

19.5.2 A vote took place, but the majority of the members who voted against the exemption gave their vote.

19.6 Prior to the exemption call, there must be a ballot taken among members in sight of the organisation to call the exemption.

## **20. GENERAL**

20.1 When it is observed that a Member, Officials, Executives or employees of the Association, by means of negligence, heedlessness or any other occurrence, cannot adhere to the stipulations of the Constitution, and that the Association cannot adhere in any other aspect, or that the Association cannot continue to operate unconstitutionally, because;

20.2 The Executive Committee can no longer exist due to the expiry of its term and cannot elect the following Executive Committee as required by the Constitution.

20.3 When a vacancy exists within the association according to the demands of the Constitution, is not in a state to fill that position.

20.4 Because of inadherence, and consequence of other situations, any official, Executive or member of the Association can report to the Labour Court, in accordance with the Act No 66 of 1995 and must expect a follow up thereof.

## **21. DISBANDMENT**

21.1 The Association must be disbanded when (3/4) three quarters of the members of the Association vote in accordance with the Constitution, vote in favour of the Association's disbandment, in accordance with Article 103(1) on the Act of Labour Relations No 66 of 1995, or any other reason why compliance cannot take place.

21.2 If by agreement, in accordance with sub-clause 20.1, there is decided to disband the Association, or the Association cannot, due to one or other reason, continue to perform its obligations, the following is to be enforced:

21.2.1 The President , or in his absence, the available members of the Association, must give immediate testimony, signed by them, of the reasons why the Association cannot function as required by the Article 103 of the Act on Labour Relations No 66 of 1995.

21.2.2 The Liquidator, who is assigned by the Labour Court, must request of the Executives all financial documentation, membership database which indicates all membership fees paid, and the address for the (12) twelve months prior to the date whence the Association was disbanded or when the Association could no longer continue to perform its obligations. The liquidator may also request of Executives to reveal any unspent finances, the Association's assets as well as documentation needed to liquidate the assets.

21.2.3 The Liquidator must take the necessary steps to alleviate the debt of the Association from the unspent funds and other finances or through the conversion of the assets of the Association. If the stated funds or finances are not sufficient to pay the creditors after the liquidation and the liquidation costs, the sequence under which creditors subject to the conditions of clause 21.2.5 be paid as stipulated by any Act that governs the distribution of assets of an insolvent estate and the liquidators honourum and liquidation costs must get pretence as if he is of an insolvent estate and as if the expenses sequestered are the cost of the insolvent estate.

21.2.4 After payment of the agreed debt as per paragraph 21.2.3 the liquidator must according to the Association's registration as a Public Charity Organisation, distribute all funds and other assets, if remaining, in terms of the Article 30 of the Income tax Act 58 of 1962. The Association's assets may only be distributed if disbanded in the following manner: (1) To a similar organisation, (2) To an institution, council or body free of the Income Tax Act whose main goal is to act on Public Charity works or (3) To a State Department or Administration on National Government level in the Republic.

21.2.5 The liability of the members to adhere to this clause are restricted to the amount of membership fee owed to the Association in accordance with the Constitution on the day of disbandment.

## **22. RULES AND REGULATIONS**

22.1 The ordinance of the Association in matters of procedure, disciplinary and administrative importance may be implemented in accordance with the stipulations of this Constitution or the Act of Labour Relations No 66 of 1995, and no other prescribed act recalled as in the clause 23, if necessary.

## **23. MODIFICATION OF REGULATIONS**

23.1 Unless stipulated, no ordinance of the Association may be changed or amended unless ( $\frac{2}{3}$ ) two thirds of a majority vote of a general meeting agree to this. This must be done within (10) ten working days, by notification letter, prior to the meeting being called.

## **24. MODIFICATION OF THE CONSTITUTION**

24.1 No changes, amendments or additions may be made to the Constitution unless  $\frac{3}{4}$  of the members at a General Meeting of the Association are present. This is to be done after the (10) ten stipulated working days whence the letter of these changes has been sent out. No amendments or additions are of adherence until the certification of the sub-article 101(3) of the Act of Labour Relations No 66 of 1995.

**PRESIDENT:** \_\_\_\_\_

**SECRETARY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **APPENDIX "A" TO THE CONSTITUTION OF MBA NORTH BOLAND**

### **1. All employers in the construction and associated industries.**

#### **THE MEANING FOR THIS PURPOSE IS:**

**CONSTRUCTION AND BUILDING INDUSTRIES**, without restricting the normal meaning of the expression in any way, the industries where the employer and employee is associated with each other with the explicit reasons of erecting buildings, to complete, to renovate, to repair, to maintain and to reconstruct. And /or to manufacture articles for the use in the erection, completion or reconstruction of buildings and other structures, irrespective if the work is done, the material is prepared or the necessary articles are made on the premises of the buildings or other structures or somewhere else, and includes all the work that is executed or done by persons in named industry that is included in the following trades and sub-divisions thereof:

#### **ASPHALTING** which includes the following:

The decking of floors and flat and/or slanted roofs or the waterproofing or damp proofing of cellars or foundations either by using tar, macadam, neuchatel, limmer or any type of solid or half solid asphalt, mastic of emulsiphate or bitumen, which is applied hot or cold on such roofs, floors, cellars or foundations.

#### **GLAZING** which includes the following:

The cutting or fixation of all types of glass or similar products in the spans formed in wood or metal doors, windows, frames or similar fixtures and all associated activities.

#### **WOODWORK** which includes the following:

Carpentry and vineer panelling and the polishing and sanding thereof. Wood treatment, machinery, turning, wood carving, the decking of all roof types, the fixture of sound and accoustic material, cork, and asbestos isolation, wood varnishing, composition ceilings and wall covering, the drilling of holes and fixtures of wall plugs, the decking of woodwork with metal, blocks and other flooring, including wooden flooring, linoleum, rubber composition, asphalt or cork flooring and the sanding thereof with sandpaper, the application of a Mall and Biax or similar type of mobile mixer and multi purpose cutting- finishing and polishing machinery, boxing and/or the preparation of moulds for concrete, irrespective if the article is used or not; with the understanding that when the laying of the linoleum is done by a distributor whose main concern is the commercial distribution industry, it must be excluded from this definition when the laying of the linoleum is included in the sale and not part of the direct cost to the client.

**STONE MASONRY** which includes the following:

Stone cutting and stone construction (also the cutting and construction of ornamental and monumental stonework ) concreting and the installation or building in of precast artificial stone or marble, paving, mosaic, painting wall and floor tiling, the application of a Mall and Biax or similar mobile mixer and multi purpose cutting, finishing and other stonework machinery, excluding stone polishing machinery and the sharpening of stonework equipment, irrespective if the article that is used by the person that manufactured or prepared it, is used as fixture in the building or construction.

**VARNISHING** which includes the following:

Polishing with a brush or pad and sprayed with a compound substance.

**PLUMBING** which include the following:

Brazing and welding, lead joint work, gas installation work, sanitary and home engineering work, sewerage, caulking work, ventilation work, heating systems work, the instillation of hot and cold water, the installation of fire preventative equipment and the manufacturing and the fixation of all sheetmetal work, irrespective if the article that is used by the person who manufactured or prepared it is used as a fixture in the building or construction.

**BRICKWORK** which include the following:

Concreting and the installation of concrete blocks, sheets, plates, the tiling of walls and floors, the jointing of stonework, jointpointing, paving work, mosaic work, irrigation, slate ditches with marble or compound material, sewerage installation, slatework rooftiling and the concrete caulking with enamelled sewerage.

**METALWORK** which include the following:

The introduction of steel ceilings, metal windows, metal doors, ornamental metal works, metal framing, metal stepping and construction metal work and the production and introduction of affiliated metal and press plate, unless the article used by the person who manufactured and prepared it is used as a fixture in the building and construction.

**PLASTERWORKS** which include the following:

Moulding, mould making, casting, the finishing of casts according to cast forms, the production and supply of plaster paving and sealing plaster or any composition material, granite, terrasso and flooring, composition wall covering and polishing the servicing of a Mall and Biax or similar type of mobile mixer and multi-purpose cutting and finishing or precast or decorative stone work, wall and floor tiling, paving and mosaic works, expanded metal works, accoustic spray works and all processes which are in conjunction with the completion of decking and walls,

unless the article used was produced or prepared or brought to the building or construction site.

**LEAD GLAZE WORKS** which include the following:

The production or supply of windows in lead and/or other metal and of promotional lights (except electronic equipment that accompanies it) and the glazing concerning this.

**CABINET MAKERS** which include the following:

The supply of all fittings or fixtures and production of all articles that accompany these fittings or fixtures, unless the articles used are not produced or prepared within the building or construction with relation to cupboards, kitchen cupboards or other kitchen accessories that belong to the permanent structure.

**STEEL REINFORCEMENT** which include the following:

The supply of all types of steel or other metal sheets, ladders, steel beams or sheets of metal or any other mould that is part of the building or construction.

**PAINTWORK** which include the following:

Decorative, wall pasting, glazing, distempering, white washing, colour washing, staining, varnishing, marbling, graining, spraying, spray painting, signwriting, murals and the use of tar and the production of aforesaid activities, the sanding (with sandpaper) of walls and woodwork, the filling of fissures on walls and puttying of carpentry.

**SHOP – OFFICE AND BANK FURNITURE:**

The manufacture and/or supply of shop frontage, window partitions, show cabinets, display cabinets, screens and loose or permanent fixtures.

- 2. All manufacturers and/or traders of implements, machinery, equipment, services and materials that are essential in the operation of the construction industry.**

**MANUFACTURERS AND EMPLOYERS INVOLVED IN THE FOLLOWING INDUSTRIES:**

## **GLASS AND GLASSWARE INDUSTRY, meaning:**

The industry where employers and their employees are associated within institutions with the objective of:

- a) The production or melting of glass.
- b) The production of articles from glass through employers and employees involved in any of the affiliated meant in (a) above.
- c) The decoration of glass or glassware, meaning bending and colouring.
- d) The production of safety glass, laminated glass or any other combined material of which glass is the main ingredient.
- e) The cut, tinting or clouding of glass in standard form for mirrors, vehicles, windows, picture frames, table tops or other similar objects.
- f) The production of mineral wool, fibre glass, rock wool and production of products from fibre glass filling and;
- g) The production of isolation material manufactured from fibre glass, rock wool, being the main ingredient, manufactured by the employers and employees associated with the abovementioned(f) industries.

## **CERAMIC INDUSTRY MEANING:**

The industry where employers and employees are associated with:

- a) The production of one or more of the following articles, namely electronic isolators or fixtures of porcelain, earthenware, pottery, ovenware, sanitary ware with white or coloured glazing, laboratory and bathroom fixtures, wall or floor tiles (except quarry stone) which harden in the hardening process, baked in the oven or by any other heating process or manufactured out of clay or any heatable or isolating minerals being the main ingredient.
- b) The extraction, breaking up, production or preparation of the clay or heat resistance of isolation mineral, or the material used in the production of any of the articles in paragraph (a) unless the employees are involved;  
and consists of all industries mentioned prior, and which exists from them.

### **CEMENT INDUSTRY, MEANING:**

The industry whereby the employers and employees associate themselves with the production of cement, the transport of cement to clients and the drainage and plumbing thereof and this comprises industries separate from industries in the abovementioned, but does not include the throwing of the cement in situ.

### **PLYWOOD INDUSTRY MEANING:**

The industry where employers and employees associate themselves with the objective of producing one or more of the following products, namely plywood, veneer, veneer board, laminated board, chip board or any other product similarly manufactured from wood or if bagasse is the main ingredient. This includes all affiliated industries that may exist from them.

### **CARPET MANUFACTURING INDUSTRY MEANING:**

Without restricting the usual meaning, this is the industry wherein employers and employees are associated with the manufacturing of, through any process whatsoever, either from natural or man made material, any form of mat and includes all industries affiliated therein, and includes the selling and distribution by the manufacturer but does not include mats or parts of mats that are entirely or partially made of plastic, unless the plastic is the primary function of the product.

### **PLASTIC:**

Plastic means any of the matter groups that comprises of organic matters with a large molecule mass even if they are a finished product, or in the one or other stage is forced or can be forced, by the way of flowing into different shapes, sifted, pressed through or formed or can be forced usually through way of heat or pressure or both.

### **PLASTIC INDUSTRY, MEANING:**

The industry involved in the production of articles and parts of whole articles primarily of plastic but does not include the articles of plastic board materials which include clothing, bags and handbags, boots, shoes, safety boots, upholstery and plastic blinds.

### **CEMENT PRODUCT INDUSTRY, MEANING:**

The industry in which employers and employees are associated with the manufacturing of one or more of the following articles: bricks, tiles, blocks, pillars, pots, pipes and pipe fixtures, roof tiles, ventilators or any other products manufactured from cement or chalk or a combination of both ingredients which do not set and dry under a heated process, besides to speed up the binding process, which include all industries affiliated therewith.

### **QUARRY INDUSTRY, MEANING:**

The industry where the employers and employees are associated with each other for the explicit reason of:

- a. The excavation, extraction and retrieval of stone and/or sand to store or for any other reason;
- b. The excavation, extraction and retrieval of slate;
- c. The crushing, sifting or any other processing of stone and sand for storage or any other reason;
- d. The transportation of stone, sand or slate through the quarry, on the quarry premises, to the client or a railway terminal;
- e. The manufacturing of cement, mortar and screed to sell to clients, but does not include manufacturing of cement by a contractor for own use;
- f. The transportation of cement to clients and the offloading thereof and it includes all connected or resultant activities.

### **CLAY RELATED PRODUCTION INDUSTRY MEANS:**

The industry in which the employers and employees are associated with each other in industrial directions where employees are employed for:

- a. The manufacturing of any one or more of the following articles (with the exception of ceramic work): brick, silica sandstone, clay tiles, flat blocks, hollow blocks, fireproof products, fireproof ceramic pipe, ceramic pipe fittings, air vents, isolation products or any other articles that in the manufacturing process is hardened by oven baking or any other heating process and that is made of clay, or in which clay or any other heat resistant or isolating mineral, ore or material, or a combination of clay and any other such minerals ore material forms the main ingredient;
- b. The extraction, recovery, winning or preparation of the clay or heat-isolating material, ore or material that is used in the manufacturing of any of the articles in paragraph A meant, if undertaken by employers which are included in such a manufacturing process,

and that includes all activities associated with abovementioned proceedings or results from them.

**MANUFACTURING INDUSTRY MEANS:**

The industry where employers and employees are associated with each other for the preparation, manufacturing, bottling, wrapping and packaging of:

- a. Paints, whitewash, varnishes, enamels and lacquervarnish;
- b. Colourants, coverpaints, fillings, putty, thinners or ink:
  - i. Executed by a manufacturer of any product mentioned in A.
  - ii. Is connected to the preparation, production, bottling, wrapping or packaging of the product mentioned in A.
  - iii. Is executed together with the preparation, production, bottling, wrapping or packaging of the products mentioned in A and includes
    - The delivery and distribution of the abovementioned products to a depot of the manufacturer or to the premises of a wholesaler or retailer if this delivery or distribution is done by the same employer that prepared, manufactured, bottled, wrapped or packaged the products mentioned.
    - All activities that are related to the abovementioned procedures or resulting thereof.

**IRON-STEEL-ENGINEERING OR METALLURGICAL INDUSTRIES MEANS:**

(excepting the conditions of any delimitation stipulation made according to Article 76 of the law on Labour Relations [1956] );

- a. The industry involved in the production of iron and/or steel and/or alloy steel, and/or the processing and/or recovery and/or refining of metals (excepting precious metals) and/or alloys from metal foam and/or scrap and/or residue;
- b. The upkeep, production, erection of, mounting, building, changing, replacement or repair of any machine, vehicle (excepting motor vehicles), or articles that consist mainly of metal (excepting precious metals), or parts or components thereof, and structural metal work, including steel reinforcement;
- c. The manufacturing of metallic goods primarily from such iron and/or steel and/or other metals (excepting precious metals) and/or alloys and/or the finishing of metal goods.