

**CONSTITUTION**

**of**

**THE INSURANCE & BANKING STAFF ASSOCIATION**

**["IBSA"]**

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## **1 INTRODUCTION**

- 1.1** The Insurance & Banking Staff Association ("IBSA" or "the Union") is an independent trade union registered in terms of Chapter VI of the Labour Relations Act, No. 66 of 1995, as amended ("the LRA").

## **2 ESTABLISHMENT OF IBSA**

- 2.1** IBSA will continue to operate and exist in terms of the provisions of this Constitution as certified by the Registrar in terms of section 101 of the LRA.
- 2.2** IBSA will continue to exist for an indefinite period, subject to the right of the NEC, duly authorised by the Members, to terminate its existence in the manner set out below.
- 2.3** IBSA will take all reasonable steps necessary to maintain its registration as a trade union in terms of the LRA.

## **3 DEFINITIONS AND INTERPRETATIONS**

- 3.1** Definitions of certain words and phrases used in this Constitution and provisions related to its interpretation, are set out in Schedule One (Definitions & Interpretations).
- 3.2** In the event of any disagreement in terms the interpretation of this constitution, or on Association matters not covered in this constitution, the disagreement shall be settled via an Ordinary NEC resolution.

## **4 MISSION OF IBSA**

- 4.1** The vision and mission of IBSA, is to strive towards effectiveness within the workplace and thereby attract employees employed or operating in the Financial Services Industry.
- 4.2** "Financial Services Industry" includes all companies and related business concerns.

## **5 OBJECTS OF IBSA**

- 5.1** The Objects of IBSA are as follows :-
- 5.1.1** To recruit and organise all individuals or natural persons employed or operating in the Financial Services Industry ("Financial Employees") as Members of IBSA, thus striving to becoming the dominant trade union in this sector.
- 5.1.2** To strive for job security and to protect Members from unfair retrenchment and dismissals, victimisation and other forms of labour related injustices.
- 5.1.3** To use all statutory/legislative bodies (CCMA, Labour Court, Bargaining Council, Courts and such other forums) to protect the rights and interest of all Members of IBSA and to provide legal and other assistance to all Members in the form of advice and representation through suitably qualified professionals at all times.
- 5.1.4** To attempt to resolve any conflict by mediation and conciliation, whether through the CCMA or otherwise.
- 5.1.5** To engage and bargain collectively on behalf of Members for the purpose of improved working conditions and to protect and further other employment related interests and rights.
- 5.1.6** When necessary, to embark on industrial action mandated by the Members in order to promote, protect, defend and/or extend the rights of Members in the workplace.
- 5.1.7** At all times, to deliver a comprehensive service of exceptional quality to Members, thereby setting IBSA apart from other trade unions.
- 5.1.8** To encourage Members to actively participate in IBSA activities and to provide adequate and relevant education and training to Members in this regard.
- 5.1.9** To ensure all decisions are made in the best interest of all Members of IBSA.
- 5.1.10** To uphold a standard of uncompromising integrity in all interactions with Members, employers and third parties.
- 5.1.11** To maintain and build leadership structures which are representative of all IBSA Members, observing democratic principles with the focus on service to Members.
- 5.1.12** To assist in efforts towards social and economic justice in South Africa, particularly in favour of the poor and women. Similarly, to assist in the eradication of discrimination in the workplace based on race, gender, religion, sexual orientation and other such arbitrary grounds.
- 5.1.13** To co-operate with or join other organisations, locally and internationally, where it is in the interest of the Union to do so.
- 5.1.14** To establish and administer such funds as may be necessary to cater to the needs, welfare and interests of Members.

## **6 LEGAL STATUS OF IBSA**

- 6.1** IBSA is a corporate body with perpetual legal succession. As such, IBSA :-
- 6.1.1** has an identity and existence distinct from its Members or office-bearers;
  - 6.1.2** will continue to exist despite changes in the composition of its Membership or office-bearers;
  - 6.1.3** is capable of owning property and entering into contracts in its own name;
  - 6.1.4** is capable of suing and being sued in its own name;
- 6.2** IBSA is an association not for gain.

## **7 POWERS OF IBSA**

- 7.1** IBSA has all the legal powers and capacity of an individual/natural person, except to the extent that:
- 7.1.1** a juristic person such as IBSA is incapable of exercising any such power or having any such capacity; or
  - 7.1.2** this constitution stipulates otherwise.

## **8 HEAD OFFICE**

- 8.1** Unless and until the NEC decides otherwise, the head office of IBSA shall be situated in Cape Town.

## **9 MEMBERSHIP CRITERIA AND APPLICATION PROCESS**

- 9.1** Only individuals/natural persons may be admitted as Members of the Union.
- 9.2** Any person qualifying as a Financial Employee is eligible to apply for admission as a Member of IBSA.
- 9.3** Prospective members of the Union shall be required to complete the prescribed membership application form, which includes payment terms via Debit Order or Payroll Deduction and forward these to the Administrative Office.
- 9.4** Membership will be subject to such prospective members agreeing to abide by all the requirements laid out in this Constitution.
- 9.5** Once the Administrative Office is satisfied that the application was properly completed, it will be processed or send for processing.
- 9.6** If admission to membership is refused for whatever reason(s), the applicant shall be notified of the decision and shall have the right to appeal to the Management Committee within seven (7) days of receipt of the decision; the Management Committee shall have the right to confirm or reverse the earlier decision. If such an appeal is unsuccessful, the applicant shall have the right to appeal to the NEC after seven (7) days of receipt of the Management Committee's decision. The NEC's decision on the matter will be final.
- 9.7** If the NEC (or the Management Committee, whichever is applicable) had decided not to admit an applicant for membership, it will be obliged to provide written reasons.
- 9.8** A new applicant whose membership is refused shall be entitled to a refund of any subscription already paid to the Union.
- 9.9** A Member whose Membership has been terminated may be re-admitted to Membership by following the process described here.

## **10 MEMBERSHIP SUBSCRIPTIONS**

- 10.1** The current monthly subscription is R75,00 (seventy five Rand), payable in advance. The monthly subscription will not exceed R200, in the event that it exceeds R200, such increase shall be approved by the Registrar of Labour Relation in terms of section 101 before implementation by the union.
- 10.2** The NEC shall, in light of inflation and the needs of IBSA, which may be reviewed from time to time, agree to amend the monthly subscription payable by members of IBSA, via a Special NEC Resolution,
- 10.3** The Administrative Office shall collect all subscriptions from the Members under the guidance of the Treasurer and shall keep record of all such contributions from each Member.
- 10.4** The Administrative Office shall ensure that all subscriptions are deposited into IBSA bank accounts as determined by the NEC.
- 10.5** All subscriptions or collections shall be subject to the general financial controls contained in this Constitution, and any additional controls set by the NEC.

## **11 MEMBERS IN GOOD STANDING**

- 11.1** A Member in Good Standing is a paid-up Member whose subscriptions due to IBSA are not in arrears.
- 11.2** A Member shall cease to be a Member in Good Standing if:
  - 11.2.1** subscriptions due to IBSA are in arrears for three (3) months or more;
  - 11.2.2** the subscription payment is unilaterally cancelled;
- 11.3** If a member is in dispute with the support of the union, over dismissal from employment or suspension without pay, however that has occurred, shall remain a Member in Good Standing until the matter is resolved.
- 11.4** Only Members in Good Standing shall be entitled to the benefits of membership, including the right to vote.
- 11.5** These benefits will be only in relation to facts or circumstances which arose after the member paid his or her first monthly subscription.

## **12 TERMINATION OF MEMBERSHIP**

- 12.1** A Member may voluntarily terminate his / her membership of IBSA by resigning from IBSA after one (1) calendar month written notice. The notice term shall run from the beginning of the first month in which it is practical to cancel the monthly collection of the subscription.
- 12.2** Membership will automatically terminate if :-
  - 12.2.1** The Member dies.
  - 12.2.2** The Administrative Office is informed that the Member, for reasons of illness or injury, is incapable of exercising any rights and perform any obligation of a Member.
  - 12.2.3** A Member is no longer a Financial Employee for a continuous period of three (3) calendar months, except if that Member with the support of the Union is in the process of disputing his/her dismissal or suspension without pay. In such instances the dismissed/suspended employee will remain a Member of the Union until the final determination of that dispute.

## **13 SUSPENSION AND EXPULSION OF MEMBERS**

- 13.1** The NEC may suspend or expel a Member under circumstances where a Member is alleged to have committed any of the following :-
  - 13.1.1** act against the interest of the Union as determined by the NEC;
  - 13.1.2** fail to pay subscription fees due to the Union as prescribed in this Constitution;
  - 13.1.3** commit serious neglect of duty or misconduct;
  - 13.1.4** refuse or fail to carry out obligations imposed on him or her by this Constitution;
  - 13.1.5** act or behave in a way that by common law would entitle the employer to summarily dismiss an employee.
- 13.2** Membership of IBSA can be suspended by NEC for a period up to 3 months. During a suspension the Member may not attend meetings and may not vote. All other benefits remain in place.
- 13.3** No suspension or expulsion shall take effect unless :-
  - 13.3.1** the Member has been notified in writing of the reasons for the suspension or expulsion; and
  - 13.3.2** the Member has been granted an opportunity to present his or her case to the Management Committee.

## **14 MEMBER APPEALS**

- 14.1** All the Members of the Union shall have a right to appeal any decisions taken by any structure of IBSA. To that end, the following shall apply, unless defined elsewhere in this Constitution :-
  - 14.1.1** The Member must give notice of his or her intention to appeal to the General Secretary within fourteen (14) days of the decision being communicated to the Member;
  - 14.1.2** The General Secretary shall table the appeal with the Management Committee to deal with expeditiously and forthwith communicate its decision, through the General Secretary, to the Member. If the Member accepts the decision of the Management Committee, the matter will then be considered finalised.
  - 14.1.3** If the Member is still aggrieved, the Member may request the General Secretary to refer the matter to the NEC for final and binding resolution. The decision of the NEC on the issue will be final and binding on all concerned.

## **15 REGISTER OF MEMBERS**

- 15.1** Every Member of IBSA must provide the following information to the Administrative Office :-
- 15.1.1** The Member's full names.
  - 15.1.2** The Member's relevant contact details, which should include email addresses, cell phone numbers if available.
  - 15.1.3** The name, physical address and contact details of the employer of the Member (to the extent that the Member is in employment).
- 15.2** Members shall notify the Administrative Office in writing of any changes to their details within (14) days from the date of becoming a Member or from the date of change of any of the details.
- 15.3** The Administrative Office shall maintain an updated register of IBSA Members, which should include:
- 15.3.1** Full name and contact details of the Member
  - 15.3.2** Name, physical address and contact details of employer
  - 15.3.3** The date on which the Member was admitted as a Member of IBSA, if known
  - 15.3.4** Subscriptions history
  - 15.3.5** Membership status
  - 15.3.6** Any other details as the NEC under the guidance of the General Secretary shall direct.

## **16 STRUCTURE OF IBSA**

- 16.1** IBSA is a nationwide trade union, with an elected National Executive Committee (NEC) whose composition represents all members fairly and proportionately.
- 16.2** Where IBSA obtained representativity in a workplace, IBSA Representatives may be elected.

## **17 ANNUAL GENERAL MEETING (AGM)**

- 17.1** Members will be entitled to attend the AGM meetings which shall be convened every three (3) years.
- 17.1.1** In person; or
  - 17.1.2** By way of electronic communication facilities, if such facilities are available, as contemplated in this Constitution; or
  - 17.1.3** By proxy.
- 17.2** The NEC will constitute an Annual General Meeting ("AGM") of IBSA. All Members are entitled to attend the AGM.
- 17.3** The General Secretary will send an invite to all Members at least one (1) month in advance.
- 17.4** At least a minimum of 10 members must attend the AGM in order to constitute a quorum.
- 17.5** The Members present or represented in person or electronically, if possible at an AGM will constitute a quorum.
- 17.6** An AGM will be entitled to adopt a resolution on any matter it chooses,
- 17.7** The functions of the AGM is as follows :-
- 17.7.1** Nomination and election of NEC members by secret vote
  - 17.7.2** Consideration of Reports
  - 17.7.3** Consideration of Policies
  - 17.7.4** To discuss any other agenda items
- 17.8** An impartial scrutineer shall be present at the AGM to supervise the voting process and to ascertain the result thereof.
- 17.9** The candidates with the most votes will be deemed to be elected.
- 17.10** Resolutions of Members must be adopted at AGMs, by way of a majority vote or in terms of the ballot process as described in clause 34.
- 17.11** The NEC must implement any resolution adopted by Members at an AGM, unless it is contradictory to this constitution or unlawful.

## **18 THE NATIONAL EXECUTIVE COMMITTEE (NEC)**

- 18.1** All members of the NEC are IBSA Office Bearers. There are no other IBSA Office Bearers.
- 18.2** While there must be at least five (5) members of the NEC, there will be no maximum number of NEC members.
- 18.3** Only Members in Good Standing and who are not suspended may serve as members of the NEC.

- 18.4** If the number of members of the NEC falls below the prescribed minimum of five (5), the General Secretary must, as soon as possible and within no more than twenty-one (21) days, arrange a special AGM to bring the number of members of the NEC to the required minimum.
- 18.5** The term of office of the NEC will be (three) 3 years. The NEC members will be elected at the AGM every (three) 3 years.
- 18.6** NEC members are eligible for re-election after their term has expired.
- 18.7** The members of the NEC must, elect the following NEC members from their own ranks :-
- 18.7.1** President
- 18.7.2** Deputy President
- 18.7.3** Treasurer
- 18.8** The NEC shall elect from their own ranks a Management Committee and Finance Committee, which shall comprise of not less than (three) 3 NEC members each.
- 18.9** The positions in clauses 18.7 and 18.8 will be filled by way of an Ordinary NEC Resolution.
- 18.10** An NEC member may resign from his/her office at any time, and may be removed from office at any time by the NEC in its sole discretion, as provided for in this constitution.
- 18.11** Duties of the NEC shall include the following: to promote and support the activities of IBSA, provide assistance and advice to members in consultation with the IBSA office, protect and further the interest of members, keep members up to date and informed regarding latest developments and to report to the IBSA office any irregularities.

## **19 NEC MEETINGS AND DECISIONS**

- 19.1** The NEC must meet as often as it deems necessary, on condition that it must meet at least once (1) every calendar year. This compulsory meeting must include the following :-
- 19.1.1** The presentation of the Annual Report of the President;
- 19.1.2** The presentation of the Annual Financial statements of IBSA;
- 19.1.3** The appointment or re-appointment of the auditors for IBSA.
- 19.2** The General Secretary is a member of the NEC, invited to all meetings, but without a vote on any resolution.
- 19.3** The General Secretary is responsible for convening all NEC meetings.
- 19.4** The General Secretary may convene a NEC meeting at any time of his/her own discretion and within the bounds of reasonableness as guided by the Objects of IBSA referred to in clause 5 of this Constitution.
- 19.5** The General Secretary must convene a NEC meeting when requested to do so in writing by the majority of the members of the NEC.
- 19.6** If the General Secretary fails or refuses, within seven (7) days after having received such a request, to take the necessary steps to convene a NEC meeting, the members requesting the meeting may convene it themselves.
- 19.7** The NEC meetings must be convened on not less than fourteen (14) days' notice, unless the majority of NEC members agrees to a shorter notice period.
- 19.8** The quorum necessary for an NEC meeting is a simple majority of the members of the NEC, present or represented at the meeting.
- 19.9** The NEC shall, subject to the provision of this Constitution have power, to decide on all matters and procedure on which this Constitution is silent.
- 19.10** Where any matter at a NEC meeting is put to the vote, each member will have one (1) vote.
- 19.11** The members of the NEC must make every reasonable effort to reach consensus on all matters arising for decision at any NEC meeting. If consensus cannot be reached on any matter, a proposal will be deemed to have been passed if supported by an Ordinary NEC Resolution (except in those cases where this Constitution requires a Special NEC Resolution).
- 19.12** A NEC member may appoint any other NEC member as proxy at a NEC meeting, subject to compliance with any procedures and formalities, as determined by the NEC. Proxies shall not be more than the number of members who attended the NEC meeting.
- 19.13** The President (or, in the absence or unavailability of the President, the Deputy President) will be entitled to chair all NEC meetings. If neither the President nor the Deputy President is present or willing to act within fifteen (15) minutes after the time set for the start of any NEC meeting, the members present or represented must elect a meeting Chairperson from amongst the attendees at the NEC meeting.



- 19.14** A resolution put to a vote at a NEC meeting may be voted on by a show of hands or by a secret vote, as decided by the majority of the NEC members represented.
- 19.15** The General Secretary must ensure that minutes are kept of every NEC meeting for a period of at least 5 years, and that those minutes include every resolution adopted by NEC.
- 19.16** Minutes shall be signed by the President (or an NEC approved substitute) on behalf of the NEC.
- 19.17** Despite anything to the contrary set out above in this Constitution, a resolution signed or assented to by the requisite number of members of the NEC will be as valid and effectual as if it had been passed at a duly convened and quorate NEC meeting. The resolution must be :-
- 19.17.1** In writing;
- 19.17.2** Circulated to all the members of the NEC, either in printed or electronic form; and
- 19.17.3** Signed or assented to by the required number of members of the NEC in any of the following ways :-
- 19.17.3.1** Signed in hand on the original printed resolution; or
- 19.17.3.2** Signed in hand on a copy of the original printed resolution; or
- 19.17.3.3** Signed in hand on a copy of the original printed resolution which is then transmitted by electronic communication; or
- 19.17.3.4** Assented to in writing by way of an electronic communication.

## **20 DUTIES OF THE PRESIDENT**

- 20.1** The duties of the President (and, in the absence or unavailability of the President, the Deputy President) include :-
- 20.1.1** Representing IBSA externally, when mandated by the NEC to do so;
- 20.1.2** Chairing NEC and other IBSA meetings;
- 20.1.3** Ensuring that IBSA is governed and administered in strict compliance with this Constitution and enforcing members observing this constitution;
- 20.1.4** Ensuring that IBSA complies with all relevant provisions of the LRA and all other applicable legislation;
- 20.1.5** All other duties imposed by this Constitution and any duties and functions imposed by the NEC, or duties reasonably expected to be performed from time to time.
- 20.2** The duties of the Vice President shall exercise the powers and perform the duties of the President in the absence of the latter.

## **21 DUTIES OF THE TREASURER**

- 21.1** The duties of the Treasurer with the assistance of the Finance Committee includes the following:
- 21.1.1** Report to the NEC on matters of the Finance Committee and the financial status of IBSA regularly, as required by the NEC;
- 21.1.2** Present fairly the financial state of IBSA, including a balance sheet and income and expenditure statement, comment as appropriate and explain as necessary;
- 21.1.3** Set out the date on which the statements were published, and the accounting period to which the statements apply;
- 21.1.4** formulate a financial strategy and processes on behalf of the NEC
- 21.1.5** ensure proper books of account and all other financial documents are kept to allow an independent audit and to verify the true financial status of IBSA;
- 21.1.6** prepare a two year budget for IBSA with the input from the GS and Administrative Office staff;
- 21.1.7** inspect all finances of IBSA, and ensure that the provisions of this Constitution with regard to finances is complied with;
- 21.1.8** cause all financial statement of IBSA to be audited at least once a year;
- 21.1.9** together with General Secretary and President sign official annual financial statements on behalf of the NEC;
- 21.1.10** perform such other duties as required in terms of this Constitution, by the NEC, or the law;

## **22 THE MANAGEMENT COMMITTEE**

- 22.1** The NEC must establish (and at all times maintain) a committee known as the Management Committee.
- 22.2** The NEC will be able to change the composition of the Management Committee at any time via an Ordinary NEC Resolution.

- 22.3** The principal duty of the Management Committee will be to manage and oversee the day- to-day work and activities of IBSA in the name of and on behalf of the NEC. This is apart from those activities which fall under the authority and ambit of the Finance Committee.
- 22.4** The NEC may delegate any additional responsibilities it chooses to the Management Committee.
- 22.5** The NEC will be entitled, by way of an Ordinary NEC Resolution reverse or override any decision of the Management Committee except to the extent that any such reversal or overriding is in conflict with any provision of this Constitution.
- 22.6** The NEC will not be divested of any of its powers or prerogatives or responsibilities notwithstanding any delegation which may be made by or pursuant to this clause 22.
- 22.7** The Management Committee will meet as often as may be necessary for the proper fulfilment of its duties, on condition that it must meet at least twice a year.
- 22.8** The Management Committee shall meet at times and places determined by the President in consultation with the General Secretary.
- 22.9** Meetings can be physically, telephonically or electronically.
- 22.10** The quorum for a duly convened meeting of the Management Committee will be a simple majority of its members.
- 22.11** Decisions taken by the Management Committee will be by a simple majority.
- 22.12** The General Secretary must ensure that minutes are kept of every Management Committee meeting for a period of at least 5 years.

## **23 THE FINANCE COMMITTEE**

- 23.1** The NEC must establish (and at all times maintain) a committee known as the Finance Committee.
- 23.2** NEC will be able to change the composition of the Finance Committee at any time via an Ordinary NEC Resolution.
- 23.3** The principal duty of the Finance Committee will be to carry out, on behalf of and in the name of the NEC, the financial management responsibilities referred to in this Constitution.
- 23.4** The NEC may delegate any additional responsibilities it chooses to the Finance Committee.
- 23.5** The NEC will be entitled, by way of an Ordinary NEC Resolution, to reverse or override any decision of the Finance Committee, except to the extent that any such reversal or overriding is in conflict with any provision of this Constitution.
- 23.6** The NEC will not be divested of any of its powers or prerogatives or responsibilities notwithstanding any delegation which may be made by or pursuant to this clause 23.
- 23.7** The Finance Committee will meet as often as may be necessary for the proper fulfilment of its duties, on condition that it must meet at least twice a year.
- 23.8** The Finance Committee shall meet at times and places determined by the Treasurer in consultation with the General Secretary.
- 23.9** Meetings can be physically, telephonically or electronically.
- 23.10** The quorum for a duly convened meeting of the Finance Committee will be a simple majority of its members.
- 23.11** Decisions taken by the Finance Committee will be by a simple majority.
- 23.12** The Finance Committee shall consider relevant matters of a financial nature or matters posing financial implications prior to the NEC meeting, for the sake of facilitating decision making;
- 23.13** A Balance Sheet and Income and Expenditure statement shall be submitted twice a year to the Management Committee, to ensure proper control of the affairs of IBSA by the Management Committee;
- 23.14** The General Secretary must ensure that minutes are kept of every Finance Committee meeting for a period of at least 5 years.

## **24 STANDARD OF CONDUCT FOR NEC MEMBERS**

- 24.1** A member of the NEC must not misuse membership, or any information obtained in the capacity of member, which includes :-
  - 24.1.1** gain an advantage for any person other than IBSA;
  - 24.1.2** knowingly cause harm to IBSA.
- 24.2** A member of the NEC must, while serving as such, exercise the relevant powers and perform the relevant functions :-
  - 24.2.1** In good faith and for a proper purpose; and
  - 24.2.2** In the best interests of IBSA; and

- 24.2.3** With the degree of care, skill and diligence that may reasonably be expected of a person having the general knowledge, skill and experience of that member.

## **25 LOSS OF NEC MEMBERSHIP**

**25.1** A member of the NEC will lose that office if the member :-

- 25.1.1** Resigns in writing;
- 25.1.2** Is no longer a Member in Good Standing or is suspended;
- 25.1.3** Is provisionally or finally sequestered; or is placed under an administration order;
- 25.1.4** Fails to attend two (2) consecutive NEC meetings without a valid reason;
- 25.1.5** Fails to abide by this constitution;
- 25.1.6** Fails to participate in at least half of all NEC resolutions during the course of any six (6) months;
- 25.1.7** Is removed from office at any time by the NEC by way of an Ordinary NEC Resolution, subject thereto that before such a resolution is adopted, the member must be given a reasonable opportunity to be heard;
  - 25.1.7.1** A Member who is removed from office by the NEC will be entitled to appeal against any such removal to and must give notice of his or her intention to appeal to the General Secretary within fourteen (14) days of the decision being communicated to the NEC Member;
  - 25.1.7.2** The General Secretary shall arrange a special or an ordinary AGM to deal with appeals of NEC members expeditiously and forthwith communicate its decision, to the NEC Member.
  - 25.1.7.3** The decision of the special AGM or ordinary AGM on the issue will be final and binding.

## **26 BANKING AND INVESTMENT OF FUNDS**

- 26.1** Any funds received on behalf of IBSA shall be deposited to its credit within three (3) working days from receipt thereof at financial institutions as decided upon by the NEC;
- 26.2** The President and Finance Committee members are signatories on behalf of IBSA. All electronic banking transactions must be co-signed by any two (2) of the signatories.
- 26.3** All financial transactions above ten thousand Rand (R10,000) have to be approved by at least two signatories. The ten thousand Rand limit can be amended by the NEC from time to time by a Special NEC Resolution.
- 26.4** How to invest surplus funds will be proposed by the Finance Committee and decided upon by the NEC.

## **27 EXPENDITURE**

**27.1** IBSA funds may only be used for the following expenses :-

- 27.1.1** The administration of the affairs of IBSA;
- 27.1.2** The acquisition of movable & immovable property;
- 27.1.3** The implementation of IBSA policies;
- 27.1.4** Any other lawful purpose agreed to by the NEC.
- 27.1.5** The NEC shall determine the amount of funds for petty cash that may be available during one month at any office of IBSA and shall further determine the control mechanisms relating to expenditure, and accounting for, of such moneys.

## **28 ANNUAL FINANCIAL STATEMENTS AND FINANCIAL YEAR END**

- 28.1** Unless and until the NEC determines otherwise, the financial year of IBSA will end on 31 December;
- 28.2** The NEC must ensure that the accounts of IBSA are audited at the end of each financial year by a firm of Registered Auditors registered in terms of the relevant legislation. The NEC, who shall be responsible to approve audited financial statements, shall appoint such auditors. The NEC must ensure that, at all times, a Registered Auditor is appointed as the auditor for IBSA.
- 28.3** IBSA must prepare Annual Financial Statements within four (4) months after the end of its financial year, and must furnish a copy of those statements to every Member who makes a written request for a copy;
- 28.4** The Annual Financial Statements of IBSA must be approved by the NEC and signed by the General Secretary, the Treasurer and the President on behalf of the NEC;

## **29 LEGAL AID FUND**

- 29.1** A Legal Aid Fund may be established on behalf of IBSA for use in any legal defence, action or necessary consultation which can be drawn from after a Special Resolution has been passed by the NEC as the need arises;
- 29.2** This fund shall be used towards group actions on behalf of the total Membership and not normally be available in defence of individual cases. However, should it seem that an individual Member's case may result in a definite benefit to the total Membership; this fund may be drawn from at the discretion of the NEC upon recommendation and request of the President;
- 29.3** This fund should normally be built from subscription income but may take the form of paid up insurances should such a scheme be available. Entry into the scheme shall be ratified by the organization's auditors.
- 29.4** Any fund investment or insurance premium payments or withdrawals against these shall be subject to annual audit.

## **30 IBSA REPRESENTATIVES**

- 30.1** Where IBSA has obtained representativity in any workplace as contemplated in section 14 of the LRA, the Members may elect from their ranks the applicable number of trade union representatives (IBSA Representatives) as stipulated in section 14(2) of the LRA. Any such election must take place in the same manner than the election process in clause 19.
- 30.2** IBSA Representatives will be elected for a period of three years (3) and may stand for re-election upon expiry of such a term.
- 30.3** Any Members elected as IBSA Representatives must enforce the rights and promote the interests of IBSA and its Members without fear or favour.
- 30.4** The NEC will have the power to direct an IBSA representatives will to vacate his or her position if the person is no longer a Member in Good Standing; or fails to abide by this Constitution.
- 30.5** If an IBSA representative is removed from office in the manner contemplated in this Constitution, the IBSA Representative may appeal against such removal; and must give notice of his or her intention to appeal to the General Secretary within fourteen (14) days of the decision being communicated to the IBSA Representative;
- 30.6** The General Secretary shall table the appeal with the NEC to deal with expeditiously and forthwith communicate its decision, through the General Secretary, to the Member.
- 30.7** The decision of the NEC on the issue will be final and binding by way of an Ordinary NEC Resolution.

## **31 THE GENERAL SECRETARY**

- 31.1** The NEC must appoint a General Secretary, who shall be the Senior Union Official in the Administrative Office under conditions as determined by the NEC, provided that such appointed falls within the means of IBSA.
- 31.2** The General Secretary may be appointed as an employee (whether permanent or on a fixed term), or as an independent or project specific contractor, as the NEC chooses. The terms and conditions of the General Secretary's appointment will be agreed with the NEC.
- 31.3** The General Secretary shall be accountable to the NEC and to members of the union and perform any task and represent IBSA when and as delegated by the NEC and shall exercise general day to day supervision and direction over the administrative staff.
- 31.4** The General Secretary is a member of the NEC, the Management Committee and the Finance Committee but shall carry no vote and shall act as a secretary for NEC meetings.
- 31.5** The General Secretary functions shall include :-
  - 31.5.1** attend all meetings of the NEC, the Management Committee and the Finance Committee;
  - 31.5.2** report to the NEC on the activities of the Administrative Office;
  - 31.5.3** be responsible for the proper administration of IBSA, which includes co-ordinating and organizing all administrative activities of IBSA and supervising all IBSA employees;
  - 31.5.4** receive reports on the activities of the Union;
  - 31.5.5** ensure that the official notifications of the NEC are timeously and correctly dispatched and table minutes and other documents and correspondence for the notice of, and / or ratification of the NEC meetings;
  - 31.5.6** ensure that correspondence received, and copies of correspondence dispatched are stored, preserved and accessible and on request of the NEC, received since the previous meeting;
  - 31.5.7** attend to correspondence as directed to IBSA;
  - 31.5.8** ensure that appropriate and ethical practices are pursued by the IBSA employees in the day to day operation of IBSA;
  - 31.5.9** cause officials and members of IBSA to be trained when necessary, provided that such training is budgeted for annually;

- 31.5.10** attend any other business as directed by the NEC.
- 31.5.11** ensure the management and operation of IBSA is in line with this Constitution.
- 31.5.12** ensure that the provisions of sections 98; 99 and 100 of the LRA are complied with.
- 31.5.13** Be responsible for managing the affairs of IBSA in light of agreed-to budgets

## **32 OTHER IBSA EMPLOYEES**

- 32.1** IBSA employees may be permanent employees, independent contractors or project specific contractors.
- 32.2** All IBSA employees shall be known as IBSA Officials as defined in the LRA;
- 32.3** IBSA may employ IBSA Officials as may be necessary for the proper functioning of IBSA business, on condition that this is affordable.
- 32.4** All IBSA Officials shall be employed under such conditions as determined by the NEC under the guidance of the Treasurer, in consultation with the General Secretary;
- 32.5** Every IBSA Official must conclude a written contract with IBSA, on terms and conditions determined by the NEC.
- 32.6** No person may be taken into employment by IBSA without the express consent of the NEC, in the form of a Special NEC Resolution.
- 32.7** All decisions concerning the disciplining of IBSA Officials, including all decisions to dismiss IBSA Officials, will be proposed by the Management Committee to the NEC, who will decide via a Special NEC Resolution.
- 32.8** Where IBSA Officials attend meetings of IBSA it will be in a non-voting capacity.

## **33 APPEAL PROCESS FOR IBSA OFFICIALS**

- 33.1** An IBSA Official can appeal against any disciplinary outcome and will be entitled to appeal to the NEC within fourteen (14) days of the decision being communicated to the IBSA Official.
- 33.2** The decision of the NEC on the issue will be final and binding by way of an Ordinary NEC Resolution.

## **34 BALLOTS**

- 34.1** In those instances where the taking of ballots is compulsory in terms of this Constitution, a ballot shall be taken; or
- 34.2** If the majority of NEC members decide that a ballot must be taken, a ballot shall be taken; or
- 34.3** Should ten (10%) percent of Members in Good Standing petition the NEC for the submission to ballot of any proposition or amendment, such shall be submitted to a ballot.
- 34.4** Ballots shall be taken in the following manner:-
  - 34.4.1** Notice of the ballot, together with full particulars thereof shall be sent to each Member at his / her last known email address (or other contact address as appropriate), together with a ballot paper, at least seven (7) days before the ballot is taken;
  - 34.4.2** Scrutinisers shall be appointed by the General Secretary to ascertain the result of each ballot;
  - 34.4.3** Ballot papers shall not be signed or marked in any way apart from the mark required to be made by a Member in recording a vote;
  - 34.4.4** Ballot papers shall be returned to the Administrative Office of IBSA for purposes of being counted;
  - 34.4.5** Ballot papers can be in electronic format via email or attachment or internet.
  - 34.4.6** The result of the ballot shall be made known to the appropriate structure as soon as possible after it has been ascertained; and
  - 34.4.7** The General Secretary shall inform all members of the result of the ballot as early as possible.
- 34.5** Ballot voting forms shall reflect :-
  - 34.5.1** IBSA's name;
  - 34.5.2** The Motions or Resolution to be voted on;
  - 34.5.3** Provision for a voter 'for' or 'against';
  - 34.5.4** Closing date for return of the voting form to the Administrative Office.
- 34.6** In addition to matters in which a secret balloting is compulsory in terms of this Constitution, a secret ballot shall be taken on any issue, if the NEC or AGM or General Meeting, so decides;

- 34.7** A ballot so requested, shall be conducted within thirty (30) days from the date of such a decision or request, *provided* that if some urgency exists to have the ballot taken, a shorter period may be determined for the taking for the ballot;
- 34.8** A ballot must be conducted in terms of a voters' roll of those members who are in good standing in terms of IBSA's constitution. The voters' roll may be derived from the union's membership records or from the employer's records. The voters' roll identifies which members are entitled to vote and must be marked to ensure that members vote once only.
- 34.9** No ballot shall be invalidated merely by the non-receipt of either notice of the intended ballot or, in the case of a postal ballot, the voting form by any member;
- 34.10** The NEC shall be bound to take action according to the decision of the majority members, unless it is contradictory to the Constitution or unlawful.
- 34.11** Records of voting must be retained for a period of three years. These records include the voters' rolls, ballots in sealed ballot boxes or other containers and any documents used to calculate the outcome of the ballot.
- 34.12** In the case of electronic ballots, appropriate records must be retained.

### **35 BALLOTING FOR STRIKE**

- 35.1** No strike action shall be undertaken unless the provisions of the LRA have been exhausted including any processes offered through the CCMA.
- 35.2** Before calling a strike, IBSA must conduct a ballot. A "*ballot*" for purposes of this Constitution, means any system of voting by members of the Union that is recorded and in secret. A valid decision shall be regarded as being obtained provided that a total majority of the Membership in good standing has cast a vote and the majority of votes cast is in favour of or against taking strike action.
- 35.3** Members of IBSA may not be disciplined or have their membership terminated for :-
  - 35.3.1** failure or refusal to participate in a strike if no ballot was held or
  - 35.3.2** a ballot was held and the majority of the Members who voted did not vote in favour of the strike.
- 35.4** No member will be forced or disciplined for not partaking in strike action.
- 35.5** In the case of a dispute on an issue of interest a deadlock may be resolved by mediation through the services of the CCMA without precluding recourse to a strike, industrial or protest action;

#### *Notice*

- 35.6** Reasonable notice must be given to members in good standing for the holding of a ballot. Notice may be given to members in good standing by direct communication, including emails or SMSes, or by the display of notices at the workplace and at trade union offices. While there is no fixed standard, a period of three days (3) would generally be considered to be reasonable notice.
- 35.7** The notice must specify the time and the place of the ballot.

#### *Ballot papers*

- 35.8** The question that is the subject of the ballot must be clearly phrased and must be consistent with the terms of the dispute referral.
- 35.9** Ballot papers must be prepared in accordance with IBSA's constitution.
- 35.10** Ballots must not contain any information that would make it possible to identify voters.

#### *Voters' roll*

- 35.11** A ballot must be conducted in terms of a voters' roll of those members who are in Good Standing that IBSA proposes to call on strike. The voters' roll may be derived from IBSA's membership records or from the employer's records. The voters' roll identifies which members are entitled to vote and must be marked to ensure that members vote once only.
- 35.12** In the case of an electronic ballot conducted by email or SMS, the voters' roll must reflect the email address or mobile phone number of the members concerned and must be scrutinized and conducted by the CCMA or any independent organisations.

The CCMA or any independent organisation must keep the records of balloting for three months and thereafter submit to IBSA for record keeping.

**35.13** In the case of a postal ballot, the voter' roll must reflect the postal addresses of the Members and the CCMA or any independent organisation must keep the postal ballots for three months and thereafter submit to IBSA for record keeping.

**35.14** IBSA may elect to ballot Members outside of the bargaining unit in respect of which it proposes to call a strike or to ballot non-members within the bargaining unit. However, those ballots must be conducted and recorded separately from the ballot of members in respect of whom IBSA proposes to call on strike.

Scrutineers and observers

**35.15** IBSA may employ independent scrutineers to conduct or observe the ballot. In all the ballots there will be an independent scrutineer.

*Balloting and counting*

**35.16** IBSA must provide ballot boxes for a secret ballot. Members listed on the voters' roll must receive a ballot paper and be able to mark it and place it in an unmarked ballot box without their vote being observed by any other person.

**35.17** Ballots may be counted at the voting place, at an IBSA office or at another place determined by the Independent Scrutineer. Where the ballot boxes are transported to another place, they must be sealed.

*Records of ballot*

**35.18** Records of voting must be retained for a period of three years. These records include the voters' rolls, ballots in sealed ballot boxes or other containers and any documents used to calculate the outcome of the ballot.

**35.19** In the case of electronic ballots, appropriate records must be retained.

## **36 NOTICES**

**36.1** Any notice contemplated in this constitution may be given :-

**36.1.1** By giving it to the Member personally; or

**36.1.2** By sending it by electronic communication to any electronic address (e.g. email address or cell phone number) supplied by the Member for this purpose.

**36.2** Any notice sent by electronic communication will be deemed to have been received on the next business day after the proven date of despatch;

**36.3** Notwithstanding anything to the contrary contained in this Constitution, the inadvertent failure to deliver notice of a meeting to any Member or other relevant person, will not invalidate any decisions or resolutions taken at that meeting.

**36.4** The NEC, by way of a Special NEC Resolution, may in its sole discretion direct the General Secretary to convene a General Meeting of all Members of IBSA at any time, for any purpose.

**36.5** In addition, the General Secretary will be obliged to convene a General Meeting of Members if so directed by way of an electronic request sent to him or her by at least ten (10) (%) percent of the Members in good standing;

**36.6** General meetings must be convened at a venue in South Africa selected by the General Secretary in consultation with the Management Committee;

**36.7** The quorum necessary for a General Meeting is five (5) percent (5%) of the Members reflected on the Members' register. If no quorum is present or represented within two (1) hour after the time set for the start of a general meeting, the general meeting must be cancelled.

**36.8** Subject to the provisions of this clause, General Meetings must be convened and conducted in a manner that carries out the objectives of this Constitution;

## **37 GENERAL MEETINGS**

- 37.1** The NEC, by way of a Special NEC Resolution, may in its sole discretion direct the General Secretary to convene a General Meeting of all Members of IBSA at any time, for any purpose.
- 37.2** In addition, the General Secretary will be obliged to convene a General Meeting of Members if so directed by way of an electronic request sent to him or her by at least ten (10 %) percent of the Members in good standing;
- 37.3** General meetings must be convened at a venue in South Africa selected by the General Secretary in consultation with the Management Committee;
- 37.4** The quorum necessary for a General Meeting is five (5) percent of the Members reflected on the Members' register. If no quorum is present or represented within two (1) hour after the time set for the start of a general meeting, the general meeting must be cancelled.
- 37.5** Subject to the provisions of this clause, General Meetings must be convened and conducted in a manner that carries out the objectives of this Constitution;
- 37.6** Functions of the General Meeting shall include:
  - 37.6.1** Concerns of members.

## **38 AMENDMENT OF THE CONSTITUTION**

- 38.1** Any provision to this Constitution may be repealed, changed and/or added to in any manner by a correctly proposed, seconded, numbered and motivated motion, which has passed a Special NEC Resolution at an NEC meeting.
- 38.2** At least fourteen (14) days written notice shall be given of the proposed motion to all Members ;
- 38.3** If within that period 100 Members in Good Standing demand that a ballot of all Members of IBSA be taken on a matter, such ballot shall be taken.
- 38.4** No changes or additions to this Constitution shall have any force and effect until it is certified in terms of section 101 (3) of the Labour Relations Act, 66 of 1995.

## **39 DISSOLUTION OF IBSA**

- 39.1** The Union shall be wound up when :-
  - 39.1.1** for any reasons IBSA cannot continue with its functions or for reasons of support of insolvency and the following procedure shall apply :-
    - A ballot of the total Membership in Good Standing shall be held;
- 39.2** If the 75% of Members vote in favour of a resolution to dissolve the Union, then an application shall be made by the incumbents NEC to the Labour Court in terms of section 103 of the LRA for an order giving effect to such a resolution.
- 39.3** At least thirty (30) days' notice shall be given to all Members, proposing to dissolve the Union.
- 39.4** If a resolution to dissolve the Union is passed section 103 (5) of the LRA shall apply.
- 39.5** All current records, including Membership lists, fee structures, assets and liabilities and other financial and requested information shall be handed to the Liquidators and any funds in the banking accounts, apart from Administration salaries and money benefits shall be frozen.
- 39.6** The NEC will assist the Administrative Office at the request of the appointed Liquidators under section 103 (3) of the LRA, with the dissolution process. The NEC shall accede to the Demands of the Liquidators and make any decisions required by the Liquidators without referral to the outgoing Membership.
- 39.7** When a resolution has been adopted for the winding-up of IBSA, the Labour Court may appoint a suitably qualified person as the Liquidator on appropriate conditions.

## **40 INDEMNIFICATION**

- 40.1** All Office Bearers (NEC members), IBSA Officials and IBSA representatives shall be indemnified by IBSA against all proceedings; costs and expenses incurred by reason of any commission, omission, negligence or other act done in performance of their duties on behalf of IBSA and shall not be personally liable for any liabilities of IBSA.
- 40.2** Nothing in this Constitution serves to indemnify an individual in respect of :-
  - 40.2.1** any action which would constitute a serious criminal and/or regulatory offence.
  - 40.2.2** wilful misconduct or wilful breach of trust on the part of the individual, or a failure to exercise the degree of care reasonably expected of a person in the position of the individual.



**40.2.3** any fine imposed on the individual as a consequence of having been convicted of an offence.

SIGNED AND CERTIFIED AT ON THE DAY OF 18 December 2019.

\_\_\_\_\_  
THE PRESIDENT OF IBSA

SIGNED AND CERTIFIED AT ON THE DAY OF 18 December 2019.

\_\_\_\_\_  
THE GENERAL SECRETARY OF IBSA

#### SCHEDULE ONE:

##### DEFINITIONS & INTERPRETATIONS

In this Constitution, unless the context clearly indicates otherwise, the following expressions set forth below shall bear the following meanings:-

<b>“Administrative Office”</b>	means the office of IBSA where all Member & other administration takes place.
<b>“AGM”</b>	means the annual general meeting contemplated in clause 17 of this Constitution.
<b>“CCMA”</b>	means the Commission for Conciliation, Mediation and Arbitration, as contemplated in the LRA.
<b>“Constitution”</b>	means this constitution, replacing the previous 1998 Constitution.
<b>“electronic communication”</b>	bears the same meaning as defined in section 1 of the Electronic Communications and Transactions Act, No. 25 of 2002.
<b>“Finance Committee”</b>	means the committee referred to in clause 23 of this Constitution.
<b>“Financial Employee”</b>	means a natural person working or employed in the Financial Services Industry.
<b>“Financial Services Industry”</b>	means the industry defined in clause 4.2 read with Schedule Two of this Constitution.
<b>“LRA”</b>	means the Labour Relations Act, No. 66 of 1995, as amended.
<b>“Management Committee”</b>	means the committee referred to in clause 22 of this Constitution.
<b>“Member”</b>	means a natural person admitted to membership of IBSA in terms of this Constitution.
<b>“NEC”</b>	means the National Executive Committee, as contemplated and described in clause 18 of this Constitution.
<b>“Office Bearers”</b>	all members of the NEC are the only Office Bearers of IBSA.
<b>“Officials”</b>	all employees of IBSA, whether permanent or contracting, are Officials of IBSA.
<b>“Ordinary NEC Resolution”</b>	means a resolution adopted by a simple majority of the members present or represented at a duly convened and quorate meeting of the NEC; or a written resolution of the NEC signed or assented to by a simple majority of the members of the NEC.
<b>“Registered Auditor”</b>	means an individual or firm who/which has been registered as an auditor in terms of section 37 or 38 of the Auditing Profession Act, No. 26 of 2005.
<b>“Special NEC Resolution”</b>	means a resolution adopted by at least seventy-five percent (75%) of the members present or represented at a duly convened and quorate meeting of the NEC; or a written resolution of the NEC signed or assented to by at least seventy-five percent (75%) members of the NEC.

References to people include references to corporate bodies, and vice versa.

The singular includes the plural, and vice versa, and reference to any gender includes a reference to the other genders.

Any reference to a statutory provision includes a reference to that provision as modified, amended, replaced or re-enacted from time to time.