

WORKPLACE FORUM CONSTITUTION

1. PREAMBLE

WHEREAS the Employer and the Unions wish to establish a workplace forum in terms of Chapter V of the Labour Relations Act, 66 of 1995; and

WHEREAS the Parties have agreed on the terms of the Constitution which will govern the rules and procedures of the Workplace Forum's operations;

NOW THEREFORE the Parties establish the Workplace Forum in terms of this Constitution.

2. OBJECTIVE OF THE WORKPLACE FORUM

2.1 The objective of the Workplace Forum is to provide a forum and procedure in which the Unions, duly represented by elected representatives, can meet on a regular and constructive basis to engage with one another and the Employer through discussions, negotiations, consultation or joint decision making on a range of workplace related issues.

2.2 The context within which the Workplace Forum will operate is one of mutual respect and collegiality and this will be demonstrated at all times through the behaviour and conduct of the members of the Workplace Forum.

3. DEFINITIONS AND INTERPRETATION

3.1 Definitions

For the purposes of this Constitution and the preamble above, unless the context requires otherwise:

3.1.1 **Business Day** means any day which is not a Saturday, Sunday or statutory holiday in South Africa;

3.1.2 **Chairperson** means the member of the Workplace Forum elected in terms of clause 6.2

3.1.3 **Commission** means the Commission for Conciliation, Mediation and Arbitration established in terms of the Labour Relations Act, 1995, as amended.

3.1.4 **Constitution** means this Constitution and any annexure or amendment thereto;

3.1.5 **Deputy Chairperson** means the member of the Workplace Forum elected in terms of clause 6.2;

3.1.6 **Employer** means the University of Cape Town;

3.1.7 **Parties** means the parties to this Constitution;

3.1.8 **Union** means a trade union recognized by the Employer for collective bargaining purposes;

3.1.9 **Workplace Forum** means the workplace forum established in terms of this Constitution.

MB
X.P.
A.P.

3.2 Interpretation

3.2.1 In addition to the definitions in clause 3.1, unless the context requires otherwise:

3.2.1.1 the singular shall include the plural and vice versa;

3.2.1.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other two.

3.2.2 All the headings and sub-headings in this Constitution are for convenience only and are not to be taken into account for the purposes of interpreting

4. COMPOSITION OF THE WORKPLACE FORUM

4.1 The Workplace Forum will consist of two members nominated by each Union (as defined in 3.1), and one alternate member.

4.2 An alternate member will be entitled to attend all meetings, but will not be a voting member unless present on behalf of a member who is not able to attend.

4.3 Each Union will nominate its members and alternate member of the Workplace Forum from among its elected representatives in the workplace.

5. TERMS OF OFFICE

5.1 The period of tenure for Workplace Forum members shall be 1 year.

5.2 A member of the Workplace Forum may resign by giving written notice to the Chairperson.

5.3 A member of the Workplace Forum must vacate his or her office:

5.3.1 when the member's resignation takes effect;

5.3.2 if the member's employment terminates; or

5.3.3 if the member is removed by the Union.

6. MEETINGS OF WORKPLACE FORUM

First Meeting

6.1 The first meeting of the Workplace Forum in each year will be convened by the Unions.

6.2 At that meeting the members must elect from among their number a Chairperson, a Deputy Chairperson and a Secretary.

6.3 The Chairperson shall:

6.3.1 chair meetings of the Workplace Forum;

6.3.2 provide direction on implementation of activities; and

MB
X.P.
AP

6.3.3 present reports to the Employer and the Unions;

6.4 The Deputy Chairperson shall:

6.4.1 Support and deputise the Chairperson in the above activities.

6.5 The Secretary shall:

6.5.1 take minutes of every meeting of the Workplace Forum;

6.5.2 consolidate reports prepared by the Workplace Forum;

6.5.3 circulate minutes and reports of the Workplace Forum meeting to Workplace Forum members within 10 Business Days of the meeting;

6.5.4 arrange the meeting venue and other logistics;

6.5.5 circulate the Workplace Forum meeting agenda at least 5 Business Days before the meeting; and

6.5.6 circulate the annual meeting schedule to enable the members to plan their time appropriately.

Meetings

6.6 The Workplace Forum must meet whenever necessary, but at least every alternate month.

Quorum

6.7 A quorum of the Workplace Forum is a majority of the members of the Workplace Forum holding office at any time.

Resolutions

6.8 Decisions of the Workplace Forum will be reached by consensus as far as reasonably possible.

6.9 Where a decision is required and the members of the Workplace Forum are unable to reach consensus, the decision will be made by way of a majority vote of those members present at the meeting, provided that

6.9.1 the members present constitute a quorum; and


6.9.2 the decision is supported by members nominated by Unions representing a majority (50% +1) of the total number of members of the Unions (as defined in 3.1) who are employed by the Employer.

6.10 The Chairperson shall not have a casting vote.

6.11 Decisions of the Workplace Forum must be documented in minutes and distributed to all members.

Code of Conduct

6.12 The Workplace Forum may adopt from time to time such procedures and codes of conduct as it may consider necessary to regulate its meetings and the conduct of its affairs.

 MB AP
X.P.

7. RECORD KEEPING

7.1 All records of the Workplace Forum must be kept electronically. These include:

7.1.1 minutes of the Workplace Forum meetings;

7.1.2 attendance registers;

7.1.3 decision or resolutions.

8. TIME OFF FOR MEMBERS OF THE WORKPLACE FORUM

8.1 A member of the Workplace Forum is entitled to take reasonable time off during working hours with pay for the purpose of:

8.1.1 performing the functions and duties of a member; and

8.1.2 undergoing training relevant to the performance of those functions and duties.

8.2 The right to time off is subject to conditions that are reasonable, so as to prevent the undue disruption of work.

8.3 The costs associated with the training will be paid by the Employer, provided that the costs are reasonable, having regard to the size and capabilities of the Employer.

9. FACILITIES TO BE PROVIDED BY THE EMPLOYER

9.1 The Employer shall provide, at its own cost, administrative and secretarial facilities that are appropriate to enable the members of the Workplace Forum to perform their functions and duties.

9.2 These facilities must include, but are not limited to, a room in which the Workplace Forum may meet.

9.3 The costs incurred by the Employer in complying with its obligations in terms of this clause 9 must be reasonable having regard to the size and capabilities of the Employer.

10. EXPERTS

10.1 The Workplace Forum may ask experts to assist in the performance of any of its functions.

10.2 An expert must ensure that there is no conflict of interest between the assistance given to one Workplace Forum and another.

10.3 An expert may, at the request of the Workplace Forum, attend and address any meeting of the Workplace Forum, including a meeting with the Employer or employees.

10.4 An expert is entitled to any information to which the Workplace Forum is entitled and may inspect and copy any document, subject to appropriate conditions to preserve confidentiality.

MB
X.P.
AP

11. **DISPUTE RESOLUTION**

11.1 In the event that a dispute arises within the Workplace Forum, the following dispute resolution process will be followed:

11.1.1 the Workplace Forum must discuss the matter in an attempt to seek a resolution;


11.1.2 if the matter is not resolved, then the matter may be referred back to the Unions, or may be dealt with it in terms of section 94 of the LRA where applicable.

12. **GENERAL**

12.1 No agreement to vary, add to or cancel this Constitution shall be of any force or effect unless recorded in writing and signed by or on behalf of the Parties.


SIGNED at Rondebosch on this the 3 day of July 2018

For and on behalf of
UNIVERSITY OF CAPE TOWN


Signatory: Anton de Rooy
Capacity: Acting DVC
Who warrants his authority hereto


SIGNED at Forrester on this the 31 day of Mar 2018

For and on behalf of
UCT ACADEMICS' UNION


Signatory: HUSSEIN SULIMAN
Capacity: EXEC MEMBER
Who warrants his authority hereto

SIGNED at Bremer on this the 21 day of May 2018

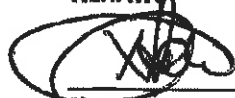
For and on behalf of
UCT EMPLOYEES UNION


Signatory:
Capacity:
Who warrants his authority hereto

AP

SIGNED at Bremner on this the 31 day of May 2018

For and on behalf of
NEHAWU



Signatory:
Capacity:
Who warrants his authority hereto

SIGNED at BREMNER on this the 31 day of MAY 2018

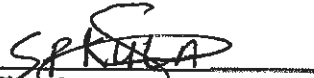
For and on behalf of
UAWU



Signatory:
Capacity: FTS
Who warrants his authority hereto

SIGNED at Bremner on this the 13 day of JUNE 2018

For and on behalf of
DETAWU



Signatory:
Capacity:
Who warrants his authority hereto