1. DEFINITIONS

- “Committee” means the Training Committee constituted in terms of this Constitution which shall act as the training committee envisaged by the Skills Development Act.
- “Eligible Employees” means permanent employees who represent employees in the various levels and categories and groups as defined by the Employment Equity Act.
- “Employee Representative” means an employee selected for the position of employee representative in accordance with section 6 of this Constitution.
- “Workplace” means the site/s where employees carry out their work and includes all branches of the company.

2. OBJECTIVES OF THIS CONSTITUTION

To regulate the relationship between Management and Employees, and in so doing to strive to establish an effective and co-operative working relationship.

To consult on and assist in all matters as indicated in the Regulations of the Skills Development Act.

To consult on other matters as may be determined from time to time.

3. GENERAL PRINCIPLES

The parties affirm their fundamental belief in dialogue, discussion and consultation as being the preferred method for conducting their relationship.

Management and the Committee shall endeavour in good faith to seek reasonable and satisfactory solutions to grievances that may arise between them, and undertake to process all disputes in accordance with the procedures outlined in this Constitution, and they shall consult each other where they anticipate that such disputes may arise.

4. EMPLOYEE REPRESENTATIVE

Employee Representatives are employees who have duties and functions in terms of their employment with the Company. Employee representatives are subject to the same policies, rules, regulations and other conditions of employment as other employees of the Company.

Employee representatives shall be entitled to:
• Communicate and disclose Committee related information to those employees he/she represents unless otherwise agreed during a meeting
• Collect feedback from and give feedback on behalf of those employees he/she represents
• Carry out any other duties prescribed in this Constitution and any other legitimate duties necessary to fulfil the role and function of an employee representative as prescribed by the principles contained in this Constitution.

5. MEMBERSHIP OF THE COMMITTEE

Employee Representatives

The number of employee representatives shall be less than 10, shall reflect the company and its employees as follows:

• A representative of each occupational level
• A representative of each occupational category
• A representative of each gender group
• A representative of each race group
• A representative of employees with disabilities
• At least one representative of each recognised Trade Union

Any employee may represent 1, or more than one, of the groups listed above

Other committee members

Other Committee members shall include the HR Manager; the Skills Development Facilitator and a maximum of 2 Management representatives appointed by Management

6. SELECTION OF EMPLOYEE REPRESENTATIVES

Employee representatives shall be selected in the following manner:

• Management shall ask for nominations at each work premises in order to install a new Committee or to replace members who leave
• The nominations shall be made anonymously on standard forms and individuals may nominate themselves
• Management shall select the employee representatives from the nominations by applying the criteria stated in the Regional Training Committee policy guideline

An employee representative shall vacate his/her office on account of any one or more of the following circumstances:

• Resignation as an employee representative;
• If he/she ceases to be an employee of the Company;
• On the expiry of his/her term of office as an employee representative which shall not exceed two years. Such employee representative will be eligible for re-election.
• If the majority of the Committee members so decree notwithstanding the reason therefore and including misconduct and incompatibility
• If he/she is in breach of the Terms of Reference
• In the event of any vacancy occurring in any constituency, selection of a replacement representative shall be made within 30 days

7. TRAINING COMMITTEE MEETINGS

Meetings shall be held as follows:

• Regular meetings shall take place to discuss standard agenda matters
• A quorum of at least one half of the employee representatives and one manager shall be required for a properly constituted meeting
• These meetings shall be;
  o Held during working hours;
  o At agreed times and dates;
  o Chaired by an appointed person;
  o Preceded by an agenda which has been prepared by an appointed person
  o Followed by minutes prepared by an appointed person and distributed to all members within 10 working days of each meeting
• After each meeting representatives shall report back to their respective constituencies.

8. RESOLUTION OF DISPUTES

It is accepted by both parties that grievances and/or disputes related to the Terms of Reference could arise that may lead to disagreements. To this end the parties have entered into this dispute procedure in order that when such an event occurs the matter can be resolved as fairly and as speedily as possible.

To this end parties agree that all collective disputes will be dealt with as follows:

The aggrieved party shall furnish particulars of the issue in dispute in writing to the other party (the answering party). Such notice shall set out the nature of the dispute and the proposed terms of settlement

Meetings of the parties aimed at resolving the dispute, shall be held as early as possible but at least within 10 (ten) working days of receipt by the answering party of the written notice of dispute
Should the dispute remain unresolved the parties may mutually agree to invoke either arbitration or mediation in respect of any dispute.

Should the parties still be unable to resolve the dispute and either party wishes to take the matter further, it shall invoke the dispute machinery cited in the Labour Relations Act, as amended from time to time.

9. GENERAL

No relaxation or indulgence, which Management or the Committee may grant to the other party, shall constitute a waiver by the former of any of its rights under this Constitution.

THUS AGREED AND SIGNED AT ___________________ ON THIS ______ DAY OF _________________ 200_.

FOR MANAGEMENT

__________________________  ________________________________

__________________________  ________________________________

__________________________  ________________________________
TERMS OF REFERENCE FOR THE TRAINING COMMITTEE

As a member of the Training Committee, I undertake:

To act at all times in the best interests of the Company and all of its Employees and to approach my statutory and related duties in a responsible and sensitive manner

To recognise that the Training Committee is a statutory body that will exist for at least the next 5 years and act to achieve objectives defined by the Skills Development Act

To focus on these statutory objectives and not attempt to use the committee as a forum to address the interests of individuals or other parties

To act as a fully involved committee member, to attend all committee meetings and to recognise that this duty is included as a normal part of my planning and time management of my work for the company

To co-operate with management to prepare, implement and monitor an employment equity plan that provides clear, practical and reasonable targets and measures to overcome employment barriers for the designated groups and to increase diversity at all levels of the workforce

To co-operate with management to implement and monitor a workplace skills plan that provides clear, practical and reasonable targets to improve job performance and productivity and to train and develop employees at all levels of the workforce

To represent, communicate with and gather feedback from employees and other stakeholders as required by the Act and to timeously table this feedback for discussion in committee meetings

To respect the sensitive and/or controversial nature of some of the information that will be disclosed by communicating it sensitively and within its context and by refraining from using such information to achieve other objectives

To recognise that whereas management is required to comply with the legislation, it has also decided to adopt a constructive and pro-active attitude towards its legislated duties

To recognise that whereas the Acts require management to consult and attempt to reach agreement, management reserves the right to make the final decision after due consideration of the recommendations of the Training Committee

NAME: __________________________

SIGNATURE: ______________________

DATE: ___________________________