

TERMS AND CONDITIONS RELATING TO MEMBERSHIP OF SOLIDARITY

1. Introduction

- 1.1. All members of Solidarity are bound by and subject to the whole of the provisions of Solidarity's Constitution.
- 1.2. A copy of Solidarity's Constitution is available to a member / members on request.
- 1.3. Members of Solidarity declare that they are aware of the applicable content of all current and applicable legal provisions dealing with the relationship between a member and a trade union, and in particular the Labour Relations Act, No. 66 of 1995 (as amended), and section 97(2) provides inter alia that the fact that a person is a member of a registered trade union does not make such person liable for any of the obligations or liabilities of the trade union.
- 1.4. Applications for membership will be considered and dealt with in terms of the applicable provisions of Solidarity's Constitution. Membership will be granted to a member after consideration of a member's completed application for membership.
- 1.5. Membership is accepted in the following ways:
 - 1.5.1 Duly completed and signed application forms;
 - 1.5.2 Applications by way of voice recordings;
 - 1.5.3 Applications by way of internet connections; and
 - 1.5.4 Any form of application as determined by the Head Committee from time to time.
- 1.6. In terms of the Consumer Protection Act, any member has five days to cancel membership without being liable for any costs.



www.solidariteit.co.za

2. Full Members

- 2.1. An applicant becomes a full member of Solidarity on acceptance of his application and on receipt of one (1) month's membership fee. A member remains a full member for as long as membership fees are paid up or until membership is terminated in terms of the Constitution or rules of Solidarity.
- 2.2. It remains all members' responsibility to ensure that their membership fees are fully paid up at all times.
- 2.3. All members have to be fully paid up at the time of application for any benefit or assistance from the trade union.
- 2.4. Subject to Solidarity's terms and conditions, Solidarity offers the following benefits to full members:
 - 2.4.1 labour law advice and assistance
 - 2.4.2 advice and assistance with regard to occupational health and safety, including occupational injuries and diseases;
 - 2.4.3. funeral benefit (for qualifying members);
 - 2.4.4 maternity benefit (for qualifying members); and
 - 2.4.5. permanent medical disability benefit.

3. Labour law advice and assistance

- 3.1 Individual members may request labour law advice and assistance from the Commission for Conciliation, Mediation and Arbitration (CCMA), a bargaining council or the Labour Court. The request will be considered by the relevant divisional head.



www.solidariteit.co.za



However, individual members are not entitled to labour law assistance in the following cases:

- 3.1.1. if, in the opinion of Solidarity, there is insufficient merit;
 - 3.1.2. if the cause of the member's claim arose prior to joining Solidarity;
 - 3.1.3. if the cause of the claim arose within the first three months of membership;
 - 3.1.4. if the dispute was referred by the member himself;
 - 3.1.5. if the member is not a fully paid-up member at the time of the application for assistance;
 - 3.1.6. in the case of 3.1.5, the individual member is entitled to labour law advice only;
 - 3.1.7. no applicant or individual member may pay membership fees in advance or retrospectively with the exclusive aim of getting assistance from the trade union;
 - 3.1.8. if an individual member does not remain a fully paid-up member for the full period during which the dispute is unsettled;
 - 3.1.9. if an individual member has not completed and signed a mandate.
- 3.2 Collective members may request labour law advice and assistance from the Commission for Conciliation, Mediation and Arbitration (CCMA), a bargaining council or the Labour Court. The request will be considered by the relevant operational head. However, collective members are not entitled to labour law assistance in the following cases:
- 3.2.1. if, in the opinion of Solidarity, there is insufficient merit;
 - 3.2.2. if the cause of the member's claim arose prior to joining Solidarity;
 - 3.2.3. if the dispute was referred by the member himself;



www.solidariteit.co.za

Solidariteit Hoofkantoor | Solidarity Head Office

T: 012 644 4300 | C: 0861 25 24 23 | E: diens@solidariteit.co.za

H.v. DF Malanrylaan en Eendrachtstaat, Kloofsig | Cnr DF Malan and Eendracht Streets, Kloofsig



- 3.2.4. if the member is not a fully paid-up member at the time of the application for assistance;
 - 3.2.5. in the case of 3.2.1 – 3.2.4, the collective member is entitled to labour law advice only;
 - 3.2.6. no applicant or collective member may pay membership fees in advance or retrospectively with the exclusive aim of getting assistance from the trade union;
 - 3.2.7. if a collective member does not remain a fully paid-up member for the full period during which the dispute is unsettled;
 - 3.2.8. if a collective member has not completed and signed a mandate.
- 3.3. Where Solidarity is recognised as bargaining agent, the collective member who has been accepted and has joined from another trade union is immediately entitled to assistance, provided that where such a collective member on acceptance of membership is already engaged in litigation or a dispute of whatever nature, the benefits of membership may be limited by the operational head in his discretion.
- 3.4. An applicant who is a member of another registered trade union is admitted as a collective member of the trade union but does not qualify to serve as office bearer on the trade union's boards within one (1) year of membership, unless the Head Committee decides otherwise or unless the trade union amalgamates with one or more other trade unions. In the latter case, transitional measures as determined in the Constitution will apply.

4. Representation of members on external forums

- 4.1 It is stated specifically that, during external dispute resolution, qualifying members may be represented only by a person who has been specifically designated by Solidarity.
- 4.2 Solidarity will designate one or more of the following persons to represent a member during external dispute resolution:
 - 4.2.1. Full-time representative(s) elected in terms of Solidarity's Constitution;



www.solidariteit.co.za

Solidariteit Hoofkantoor | Solidarity Head Office

T: 012 644 4300 | C: 0861 25 24 23 | E: diens@solidariteit.co.za

H.v. DF Malanrylaan en Eendrachtstaat, Kloofsig | Cnr DF Malan and Eendracht Streets, Kloofsig



- 4.2.2. Part-time representative(s) elected in terms of Solidarity's Constitution and who have received written instructions from an operational head to represent a member in a specific dispute.
 - 4.2.3. Employee(s) employed by Solidarity in order to represent members in external dispute resolution.
 - 4.2.4. Legal representative(s) receiving instructions in the exclusive discretion of a Solidarity head.
- 4.3 In the event of a member not qualifying for representation or being unwilling to use the designated person, the member may appoint a representative of his own choice on condition that such a representative may not be an employee or a part-time or full-time Solidarity representative and that the dispute is not conducted under the banner of Solidarity and that Solidarity is not liable for any costs or order as to costs resulting from the dispute.
- 5. Assistance with regard to occupational injuries, occupational health and occupational safety**
- 5.1 Full members may request assistance with regard to occupational health and safety, including occupational injuries and diseases. The request will be considered by the relevant divisional head. However, full members are not entitled to assistance in the following cases:
- 5.1.1. if, in the opinion of Solidarity, there is insufficient merit;
 - 5.1.2. if the cause of the member's claim relates to an injury, accident or serious illness that occurred prior to the person's acceptance as a member of the trade union;
 - 5.1.3. if the cause of the claim relates to an injury, accident or illness that occurred within the first three months of membership;
 - 5.1.4. if the member is not a fully paid-up member at the time of the application for assistance;
 - 5.1.5. in the case of 5.1.1 – 5.1.4, the member is entitled to advice only;



www.solidariteit.co.za

Solidariteit Hoofkantoor | Solidarity Head Office

T: 012 644 4300 | C: 0861 25 24 23 | E: diens@solidariteit.co.za

H.v. DF Malanrylaan en Eendrachtstaat, Kloofsig | Cnr DF Malan and Eendracht Streets, Kloofsig



SOLIDARITEIT
SOLIDARITY

- 5.1.6 no applicant or member may pay membership fees in advance or retrospectively with the exclusive aim of getting assistance from the trade union;
- 5.1.7 if a member does not remain a fully paid-up member for the full period during which the dispute is unsettled;
- 5.1.8. if a member has not completed and signed a mandate.

6. Funeral benefit

- 6.1 Full members or the nominated spouses and/or dependent children of full members may request funeral benefits.
- 6.2 Full members or the nominated spouses and/or dependent children of full members are, however, not entitled to the funeral benefit in the following cases:
 - 6.2.1. if a full member or the dependant(s) of a full member at the time of application for membership of Solidarity has already attained the age of 50 years (not applicable to collective members);
 - 6.2.2. if the member does not use the services of Solidarity's recognised service provider(s). If the member does not use Solidarity's recognised service provider(s), a minimal amount will be paid, provided that the necessary proof, as determined by the Head Committee from time to time, is submitted;
 - 6.2.3. if the member does not have fully paid-up membership status;
 - 6.2.4. no applicant or individual member may pay membership fees in advance or retrospectively with the exclusive aim of getting the funeral benefit from the trade union;
 - 6.2.5. in the event of the full member or the full member's dependant(s) dying as a result of suicide, there is an exclusion of six (6) months from the date of joining;
 - 6.2.6. if a funeral claim is not submitted within six (6) months after the death of the member.



www.solidariteit.co.za

Solidariteit Hoofkantoor | Solidarity Head Office

T: 012 644 4300 | C: 0861 25 24 23 | E: diens@solidariteit.co.za

H.v. DF Malanrylaan en Eendrachtstaat, Kloofsig | Cnr DF Malan and Eendracht Streets, Kloofsig



- 6.3. Persons who qualify for purposes of a benefit offered by the trade union include dependent children born from the member's relationship with his nominated spouse.
- 6.4. For purposes of determining the funeral benefit accruing to a member and/or nominated spouse and/or dependent child(ren), the date of receipt of the first membership fee is deemed to be the effective date.
- 6.5. Continuation members qualify for all applicable benefits associated with Solidarity membership, including the funeral benefit.
- 6.6. For purposes of determining whether fully paid-up status regarding membership fees is recognised, only the question of whether a member's payable membership fees on the date of death of a member and/or the member's spouse and/or dependants have been paid in full, will be investigated.
- 6.7. A dependent child(ren) qualifies for the funeral benefit only prior to attaining the age of 21 years.
- 6.8. Disabled children who are fully dependent on their parents will be covered irrespective of age.
- 6.9. Students who are studying full-time and who are dependent on their parents qualify as dependent children until prior to attaining the age of 25 years.
- 6.10. The funeral benefit covers only two successful claims for dependent children. After the second successful claim, the benefit with regard to dependent children is exhausted.
- 6.11. With regard to the cash benefit associated with the funeral benefits of membership:
 - 6.11.1 On the death of a member whose membership fees are fully paid up, the cash amount is paid to the nominated spouse, or if no such spouse is living on the relevant point of time and/or if no spouse has been nominated, to the lawful guardian and/or curator of the dependant(s).
 - 6.11.2 On the death of a member whose membership fees are fully paid up, the cash amount is paid to the nominated spouse, or if no such spouse is living on the relevant point of time and/or if no spouse has been nominated, to the lawful





guardian and/or curator of the dependant(s).

- 6.11.3 On the death of a member whose membership fees are fully paid up and if there are no nominated spouse and/or dependent children, the cash amount may be paid to the undertaker (if there are still such outstanding fees) or the cash amount may be paid to the member's estate.

7. Maternity benefit

- 7.1. Full (female) members may request the maternity benefit. Full (female) members are, however, not entitled to the maternity benefit in the following cases:

7.1.1 if the full member does not have 12 months' paid-up membership;

7.1.2 if a maternity claim is not submitted within six months after the birth;

7.1.3 no applicant or individual member may pay membership fees in advance or retrospectively with the exclusive aim of getting the maternity benefit from the trade union.

8. Permanent Medical Disability Benefit

- 8.1 Full members may apply for the permanent medical disability benefit. Full members are, however, not entitled to the permanent medical disability benefit in the following cases:

8.1.1. if the full member does not have 12 months' paid-up membership;

8.1.2. if the full member does not submit the claim within six months after the permanent medical disability finding;

8.1.3. if the full member is not declared permanently medically disabled for the entire labour market.

8.1.4. No applicant or individual member may pay membership fees in advance or retrospectively with the exclusive aim of getting the permanent medical disability benefit from the trade union.



www.solidariteit.co.za

8.1.5. No member who has been found permanently medically disabled and who has been successful with his application for the permanent medical disability benefit, may again receive labour law advice from the trade union. (Mag ons wetlik gesproke hierdie vereistes instel?)

9. Payment methods for Solidarity membership are as follows:

- 9.1 Member paying by stop order from the payroll of the company as provided for in the Labour Relations Act (No. 66 of 1995);
- 9.2 Members paying by debit order in terms of the bank regulations of South Africa;
- 9.3 Members paying cash or in terms of a bargaining council system.

10. These three payment methods make four types of membership in Solidarity possible, namely:

- 10.1 Stop order member with a stop order company;
- 10.2 Debit order member who may be individual or within a stop order company;
- 10.3 Continuation members who continue with the main member's membership following the death of a spouse;
- 10.4 Support members who only support the principles of the trade union.

11. Membership

11.1 Collective members

- 11.1.1 Collective membership applies to all members working within a company where there are some or all organisational and collective rights as provided for by the Labour Relations Act, No. 66 of 1995.



www.solidariteit.co.za

Solidariteit Hoofkantoor | Solidarity Head Office

T: 012 644 4300 | C: 0861 25 24 23 | E: diens@solidariteit.co.za

H.v. DF Malanrylaan en Eendrachtstaat, Kloofsig | Cnr DF Malan and Eendracht Streets, Kloofsig

11.2 Continuation members

11.2.1 The purpose of continuation membership is to allow members to qualify for the basic funeral benefits applicable to full members.

11.2.2 These members are not allowed to vote or to be eligible for an office in the trade union.

11.2.3 For purposes of the Act, the number of continuation members is not deemed to be part of the trade union's membership.

11.3 Honorary members

11.3.1 The National Council may nominate a person as an Honorary Member in recognition of valuable and/or excellent service or assistance to the trade union, provided that there may not be more than seven (7) Honorary Members at any stage.

11.3.2 Honorary membership may be suspended by the National Council at any time if two thirds ($\frac{2}{3}$) of the National Council vote in favour of such suspension.

11.3.3 An Honorary Member is entitled to the same rights as full members but is not entitled to vote or to be eligible for an office in the trade union, other than as a representative of continuation members.

11.4 Support members

11.4.1 This category of membership relates to persons who support the vision of the trade union but do not qualify for any of the other categories of membership. There are two categories of support members, namely:

11.4.1.1 Category 1: Individual members who are older than 50 years when joining will qualify as support members. These support members have certain benefits, with the exception of benefits of collective bargaining, permanent disability, maternity benefits and death benefits.



www.solidariteit.co.za

Solidariteit Hoofkantoor | Solidarity Head Office

T: 012 644 4300 | C: 0861 25 24 23 | E: diens@solidariteit.co.za

H.v. DF Malanrylaan en Eendrachtstaat, Kloofsig | Cnr DF Malan and Eendracht Streets, Kloofsig



11.4.1.2 Category 2: Individual members who support the vision and projects of the trade union and make a monthly financial contribution of at least R50,00 (fifty rand only) to a fund as approved by the Head Committee. This category of support members qualifies only for benefits of the institutions of the Solidarity Movement, including study aid, bursaries and discount benefits, subject to the terms and conditions of such benefit.

11.4.2 Support members are not entitled to vote or to be eligible for an office in the trade union.

11.5 Individual members

11.5.1 Individual members are members who are younger than 50 years when joining and who are working for an employer where there is no recognition agreement that is considered to be collective by Solidarity. An individual member who turns 50 after joining, remains an individual member. Individual members qualify for all benefits.

11.6 Decreased-premium members

11.6.1 These members were admitted by special approval. Members should have applied for this membership prior to October 2005.

11.6.2 This membership is not loaded onto the system any more.

12. Termination of membership

12.1. A person's membership is terminated and he ceases to be entitled to the benefits of membership, including the right to vote –

12.1.1 if membership fees or other fees he owes to the trade union have been in arrears for more than three (3) months;

12.1.2 if the member resigns by giving notice in writing;

12.1.3 if the member is relieved of membership.



www.solidariteit.co.za

- 12.2 A member whose membership has been suspended for the reasons referred to above, again becomes entitled to the benefits of membership of the trade union if –
- 12.2.1 the Head Committee agrees; and
 - 12.2.2 the member settles the membership fees in arrears; or
 - 12.2.3 the member's appeal against termination of his membership succeeds at the Head Committee meeting.
 - 12.2.4 In the event of 11.2.1 and 11.2.2, the provisions of 3.1, 3.2, 3.3, 5, 6, 7 and 8 will apply.
- 12.3 Any member may cancel membership in the following way:
- 12.3.1 By giving Solidarity written notice to cancel membership. (With this cancellation there is a waiting period of 30 days. During this period the member remains responsible for that month's membership fees.)

13. General

- 13.1 Where a benefit is provided and/or supplied and/or delivered and/or applied by one or more than one subsidiary companies of Solidarity, no liability is established by and between Solidarity: towards a member / members / specifically nominated spouse / dependant(s), and the relevant subsidiary companies of Solidarity will be the accountable legal person(s) for all purposes in connection with the provision and/or supply and/or offering and/or establishing of a benefit(s) resulting from membership.
- 13.2 A member and the member's specifically nominated spouse and dependant(s) are entitled to any benefit linked to membership only after one month of fully paid-up membership (where one month refers to a full calendar month), subject to the applicable category of membership of a member(s) and spouse and dependant(s) and the specific rules of the benefits. Any exception(s) to the provision immediately above must be contained in and regulated by the contents of Solidarity's Constitution or the terms and conditions set out herein. Dependants qualifying under the main member's membership are limited to spouses and direct dependants (children and adopted



www.solidariteit.co.za

children prior to their 21st birthday, dependent children who are still studying prior to their 25th birthday and disabled children who are totally dependent on the care of the parents).

- 13.3 Any benefit resulting from membership of Solidarity, whether accruing to a member and/or nominated spouse and/or dependant(s), may at any time be amended, abolished, added and/or changed by Solidarity by way of a majority decision of Solidarity's National Council, and the member and/or the member's nominated spouse and/or dependants will have no claim for performance of the benefits and no claim for damages.
- 13.4 Any benefit(s) to which a member or a member's nominated spouse and/or dependant(s) may become entitled as a result of membership of Solidarity and which are performed by a service provider other than Solidarity, will be dependent on and subject to the terms and conditions contained in a contract between Solidarity and the service provider.
- 13.5 All valid claims to benefits that the member, the nominated spouse and/or dependant(s) qualify for, must be claimed by the member or authorised person in accordance with the current procedure within six (6) months after the date on which the cause of the claim arose. Any such benefit will be forfeited if a claim is not submitted to the trade union within six (6) months from the date on which the cause of the claim arose.
- 13.6 Every member and nominated spouse and dependant(s) undertake to abide by and/or to comply with the provisions of Solidarity's Constitution and the terms and conditions of membership and any rule and/or rules of membership as set out from time to time, and undertake to pay to Solidarity the monthly (and/or pro rata monthly) membership fee, as appropriate.
- 13.7 A member and/or a member's nominated spouse and/or dependant(s), as specified, are entitled only to benefits of membership through the relevant service provider(s) with whom Solidarity and/or the relevant subsidiary company of Solidarity has an agreement at that stage and not from a service provider(s) of the choice of a member and/or spouse and/or dependant(s).



www.solidariteit.co.za

Solidariteit Hoofkantoor | Solidarity Head Office

T: 012 644 4300 | C: 0861 25 24 23 | E: diens@solidariteit.co.za

H.v. DF Malanrylaan en Eendrachtstaat, Kloofsig | Cnr DF Malan and Eendracht Streets, Kloofsig



SOLIDARITEIT
SOLIDARITY

- 13.8 Any concession and/or waiver and/or acceptance of action in conflict with the terms and conditions herein contained will not serve as and/or be deemed to be a waiver and/or reduction by Solidarity and/or any of the relevant subsidiary companies of Solidarity of any rights and/or privileges and/or interests Solidarity and/or such subsidiary company may have on the strength of the content of these terms and conditions. The applicant and his specifically nominated spouse and any dependant(s) are at all times obliged to perform fully and duly in terms of these terms and conditions.



www.solidariteit.co.za

Solidariteit Hoofkantoor | Solidarity Head Office

T: 012 644 4300 | C: 0861 25 24 23 | E: diens@solidariteit.co.za

H.v. DF Malanrylaan en Eendrachtstaat, Kloofsig | Cnr DF Malan and Eendracht Streets, Kloofsig