

THE IRISH TRADE UNION FEDERATION

(incorporating SIPTU and TEEU)

Articles of Association

1. Title

1.1 The Irish Trade Union Federation (hereinafter described as "TUF") shall be comprised of the following Constituent Unions:

- (a) Services Industrial Professional Trade Union (SIPTU); and
- (b) Technical, Engineering and Electrical Union (TEEU).

2. Aims and Objectives

2.1 The aims and objectives of TUF shall be to advance the interests of the Constituent Unions, to improve the levels of service to the members of the Constituent Unions, to improve levels of trade union organisation and to foster friendly relations between the Constituent Unions at all levels by optimising co-operation and synergy between the Constituent Unions at national, sectoral and enterprise level without impinging on the fundamental independence, integrity, ethos or authority of either Union.

3. Functions

3.1 In furtherance of these aims and objectives, TUF shall maintain and uphold agreements on the following issues:

- (a) spheres of influence for the organisation of members by the Constituent Unions;
- (b) a mechanism for the resolution of any disputes between the Constituent Unions on the organisation of members or issues related to demarcation.

3.2 The agreements mentioned at Section 3.1 are attached as Appendices I and II to these Articles of Association.

3.3 TUF shall develop bilateral agreements in relation to:

- (a) Commercial Workplace Skills and Development Training
- (b) College, research strategic development, Education and Training, Legislation, Discussions docs, other development work
- (c) Membership Services
- (d) PR Communications, Publications etc.

3.4 **TUF shall also be empowered**, in accordance with the mechanisms for making decisions set out at Section 6 below, to make other agreements/arrangements relating to co-operation between the Constituent Unions on the following issues:

- (a) activity relating to the organisation and recruitment of workers into membership of trade unions.,

- (b) Negotiate with employers at the level of trade union groups, whether at National, Sectoral, Industrial or enterprise levels;
- (c) relations with state bodies and institutions;
- (d) activity as affiliates within ICTU and Trade Councils;
- (e) membership services and benefit schemes; trade union education and training;
- (f) trade union education and training;
- (g) the provision of information to members;
- (h) research and strategic development issues;
- (i) publications;
- (j) membership development and vocational education and training, including commercial workplace skills and college facilities;
- (k) public relations on behalf of the Constituent Unions;
- (l) legislation affecting trade unions, industrial relations and workers rights, whether at National or European Union Levels;
- (m) activity within institutions of the European Union;
- (n) activity within International and European trade union organisations;
- (o) activity in social and economic matters affecting workers generally, including economic development, education, culture, human rights and countering racism and discrimination;
- (p) such other matters as may be agreed.

4. **Management**

4.1 **Management of the TUF shall be vested in:**

- (a) the TUF Council; and
- (b) the TUF Officer Board.

4.2 **TUF Council**

4.2.1 The affairs of the Federation shall be overseen by the TUF Council,

4.2.2 The TUF Council shall be composed as follows:

- (a) fifteen members of the National Executive Councils of each of the Constituent Unions;
- (b) the Presidents of each of the Constituent Unions;
- (c) the General Secretaries of each of the Constituent Unions:

(d) the Assistant General Secretary of TEEU and the Vice-President of SIPTU.

4.2.3 The persons mentioned at 4.2.2 (b), (c) and (d) shall be the Officers of the TUF Council.

4.2.4 The TUF Council shall meet annually for an initial period. The TUF Council shall subsequently meet every second year. The point at which the meetings shall change from an annual sequence to a biennial sequence shall be decided by the TUF Council.

4.2.5 The functions of the TUF Council shall be as follows:

(a) to ensure the implementation of the Aims and Objectives set out at Section 2 above;

(b) to ensure implementation of and compliance with the agreements set out in Section 3.1 above;

(c) to ensure the conclusion of any agreements that shall be made in accordance with Section 3.3 above;

(d) to ensure implementation of, and compliance with, any agreements that may be made set out in 3.4 above;

(e) to consider reports from the Officer Board including financial reports.

(f) to make proposals on improving and deepening the process of co-operation between the Constituent Unions within the Federation for consideration by the National Executive Councils of the Constituent Unions.

4.2.6 All decisions, proposals or conclusions of the TUF Council shall be made in accordance with the provisions of Section 6 below.

4.2.7 The Chair of the TUF Council shall be one of the Presidents of the Constituent Unions. The chair shall rotate annually between the Presidents of the Constituent Unions so long as the TUF Council meets annually. As and from the year the TUF Council decides to meet biennially, the chair shall rotate biennially between the Presidents of the Constituent Unions. The first chair shall be the President of SIPTU. In the absence of the designated chair, the chair shall be one of the Officers of the TUF Council from the Union whose President would have been the designated chair.

4.3 **TUF Officer Board**

4.3.1 The business of the Federation shall be administered by the Officer Board.

4.3.2 The Officer Board shall consist of the Officers of the TUF Council as set out at Section 4.2.3 above.

4.3.3 The members of the Officer Board shall, at all times, be subject to the respective National Executive Councils of the Constituent Unions.

4.3.4 The Chair of the Officer Board shall be the President of the Constituent Union holding the Chair of the TUF Council. In the absence of the designated chair, the Chair shall be one of the members of the Officer Board from the Union whose President would have been the designated chair.

4.3.5 The Officer Board shall meet at least six times each year.

4.3.6 The functions of the Officer Board shall be as follows:

- (a) to manage the affairs of the TUF, in accordance with the aims and objectives of the Federation;
- (b) to manage the implementation of and compliance with the agreements provided for in Section 3.1 above;
- (c) to manage the implementation of and compliance with any agreements that may be made under the provisions of Section 3.3 and 3.4 above;
- (d) to establish standing arrangements for co-operation between the Constituent Unions;
- (e) to establish such temporary arrangements (for instance, working groups on particular issues) as may be required to foster cooperation between the Constituent Unions;
- (f) to arrange for meetings of the TUF Council in accordance with these Articles of Association;
- (g) to prepare such reports as may be required for meetings of the TUF Council;
- (h) to settle any other matters that may arise in accordance with these Articles of Association or in respect of agreements made thereunder;
- (i) to bring forward proposals for the financing and resourcing of the Federation for consideration by the National Executive Councils of the Constituent Unions.

4.3.7 All decisions, proposals or conclusions of the Officer Board shall be made in accordance with the provisions of Section 6 below.

5. **Secretariat**

5.1 The Federation shall have a joint secretariat provided from the Constituent Unions.

5.2 The secretariat shall keep a record of all meetings of the TUF Council and the Officer Board.

5.3 The secretariat shall provide such other administrative support to the Federation as may be required by the Officer Board.

5.4 The secretariat shall keep such financial records of the Federation, as the Officer Board deem appropriate. The secretariat shall prepare an annual statement of accounts, which shall be audited by Auditors appointed by the Officer Board.

6. **Decision Making**

6.1 The TUF Council and Officer Board shall take decisions on the basis of consensus between the nominees of the Constituent Unions attending meetings of such bodies.

6.2 The nominees of each of the Constituent Unions shall, collectively, be deemed to have one vote for this purpose.

6.3 The chair of any body established under these Articles of Association shall not have a casting vote on any matter coming before a meeting of the body.

7. **Amendment of these Articles of Association:**

These Articles of Association may be amended by a written agreement approved by the National Executive Councils of the Constituent Unions.

8. **Duration**

8.1 The Federation shall come into being within 3 months of the approval of these Articles of Association (incorporating Appendices I and II) by both Unions and on a date to be agreed between the two Unions.

8.2 The Federation has been established as a permanent organisation to foster co-operation between the Constituent Unions in accordance with the aims and objectives set out at Section 2 above.

8.3 Notwithstanding the provisions of Section 8.2, it is recognised that, in the future, circumstances might alter to such an extent as to render the maintenance of the Federation inappropriate but should only arise where a major issue of fundamental importance to either Union renders further co-operation impossible.

8.4 **The Federation may be dissolved:**

(a) Upon the decision of each of the National Executive Councils of the constituent Unions,

or

(b) Upon the decision of either of the National Executive Councils of the constituent Unions.

In such circumstances and prior to any decision at National Executive Council level, the General Secretary of the Union contemplating dissolution will write to the General Secretary of the other, conveying their concern and setting out the reasons for same. Following this the representatives of each Union will engage in discussions with a view to overcoming their differences and preserving the Federation within a three month time frame. In the event of failure to resolve the issue(s) the services of an agreed facilitator or in the absence of same, the General Secretary of ICTU, will be engaged.

8.5 **Dissolution Process**

8.5.1 A Report on the outcome of this process (8.4(b)) will be placed before the Executives of both Unions for decision.

8.5.2 In the event of termination of the Federation, the National Executive Councils of both Unions shall have responsibility for making an agreement which deals with all outstanding financial issues of the Federation at the time of its dissolution.

8.5.3 In the event of disagreement between the Unions on any such issues the two Unions shall submit the matter to a mutually agreed Arbitrator (or Arbitration Panel) whose decisions on such matters shall be binding on both Unions.

8.5.4 In the absence of agreement on same, the Arbitrator (or Arbitration Panel) shall be nominated by the General Secretary of the Irish Congress of Trade Unions, having consulted with both Unions.

9. **Registration**

As soon as these Articles of Association have been approved by the National Executive Committees of SIPTU and TEEU, they shall be registered with the Irish Congress of Trade Unions, along with agreements set out in Appendices I and II hereto.

Signed on behalf of TEEU:

Signed on behalf of SIPTU:

Date: _____

Appendix I**Spheres of Influence Agreement.
between
SIPTU and TEEU.****1. Preamble:**

This Agreement forms part of the Articles of Association of the Irish Trade Union Federation (incorporating SIPTU and TEEU) and will come into force on the acceptance of same and remain valid for as long as TUF exists. The context in which this Agreement sets out the Organisational, Recruitment and Representational Roles of both Unions, is done explicitly on the premise that the arrangements would establish and underpin the grounds on which co-operation would be promoted and maintained.

2. Purpose of Agreement:

To set out the Spheres of Influence arrangements between both Unions in respect of membership organisation, recruitment and representation, both under the aegis of TUF or separately as a constituent member of TUF and by so doing, remove, as far as practical inter-Union rivalry and competition and promote co-operation.

3. Scope of Agreement:

The TEEU agrees in general and specific terms that SIPTU's Spheres of Influence would be impossible to define and for the purpose of this Agreement it is accepted by the TEEU that it de-facto exists for all category of workers, except as defined in Clause 6 as TEEU Spheres of Influence and within the mutual Spheres of Influence.

4. Existing Arrangements:

It is not intended, on the acceptance of this Agreement, that existing membership arrangements would be altered and anomalies in relation to the Spheres of Influence Agreement may continue to exist on a historical basis.

5. Future Arrangements:

All future organisation, recruitment and representation must conform with the agreed Spheres of Influence from the date of acceptance of this agreement.

6. Spheres of Influence:

The TEEU Spheres of Influence agreed with SIPTU fall into two categories that are defined as Exclusive and Inclusive, as set out in Clause 6.1 and 6.2.

6.1 Exclusive (TEEU):

Those categories of workers (6.1.a & b) who are exclusively within the scope of the TEEU Spheres of Influence and automatically required to join the TEEU (subject to the Rules of the Union) if organised by TUF or either of the constituent Unions.

6.1(a): Workers employed in the Engineering and Electrical Industries., (Engineering as defined in this case does not include Manufacturing of Electrical or Engineering Goods, Steel Making or Auto-manufacturing and related industries).

and

6.1(b): All Technical, Engineering & Electrical:

Craft Workers, Technicians and related Trades (designated and non-designated Trades) including, inter-alia, Welders, Insulators, Pipe Fitters, Plumbers, Steel Erectors, Telecommunications, Instrumentation, Alarms etc.

6.2 Inclusive (SIPTU/TEEU):

These are categories of workers (6.2.a) who are currently and may in the future be organised by TUF or either Union. The TUF Officer Board will assign responsibility for the organisation of the workers concerned to either or both unions as deemed appropriate.

6.2(a): All workers (except as defined in 6.1.a & b) within the Technical, IT and related Industries. Industries that have a substantive Craft based employment. Craft Workers (except as defined in 6.1.a & b) who are part of a Craft Group.

6.3 SIPTU:

While clause 6.1.a & b defines the workers exclusive to the TEEU and clause 6.2 (a) defines the workers that are inclusive of both Unions, jointly or separately, all other workers would be exclusive to SIPTU, which includes all Painters, Motor Mechanics and related trades that work within the Painting and Motor Industries, etc.

6.4 Exceptional Circumstances

The TUF Officer Board shall have responsibility for making decisions regarding the organisation of workers in exceptional circumstances.

7. Implementation:

On acceptance, this spheres of Influence agreement will be registered with the ICTU, under its constitution on Spheres of Influence. Also, as a priority, the TUF Officer Board will initiate and promote an organisation and recruitment drive under the aegis of TUF.

Signed on behalf of TEEU:

Signed on behalf of SIPTU:

Date: _____

Appendix II

Disputes Resolutions Procedures:

1. Purpose:

- (a) To regulate the approach to the organisation of new members and the transfer of existing members between both Unions in a manner which is consistent with the Spheres of Influence Agreement and which serves to further promote the objectives of the co-operation agreement.
- (b) To serve as a simple procedure to regulate the approach to be adopted by each Union relative to the other on these matters, embracing spheres of influence.

2. General Policy:

- (a) As a matter of general policy it is agreed that each Union will actively discourage membership transfers from the other.
- (b) It is also agreed that each will act, as far as possible, to discourage the transfer of members of the other Union to any external Union.
- (c) There shall be no acceptance of any member or members of either Union into the other, without prior notice on the part of the one and the consent of the other.
- (d) Transfers will only be affected in accordance with these agreed procedures.
- (e) Canvassing of either Union's members by any representative of the other at any level will not be permitted under any circumstances.
- (f) In the event of any approach by any member or group of members of either Union to the other, it shall be the responsibility of the representative who is approached to discourage the applicant(s) and to alert their own (the representative's), Branch Secretary or Full Time Official.
- (g) The Branch Secretary or Full Time Official concerned shall immediately alert their opposite number in the other Union of the development and provide such information and advice as may be of assistance in resolving the problem.
- (h) Application Forms will not be processed unless with the prior consent of the appropriate Full Time Representative of the Union from whom the members are seeking transfer.
- (i) The Union to which the applicants belong (i.e. the original Union) will have the right to consult with their members and the other Union shall co-operate and facilitate this in every way.

3. Disputes Procedures:

- (a) If following such consultation, as laid out in 2(i), over a reasonable period (i.e. 3 months) the Union to which the applicants belong is unable to persuade them to remain in membership, then the matter will be referred to the TUF Officer Board.
- (b) Either Union may refer disputes via the office of their General Secretary for consideration. A group consisting of one member of the TUF Officer Board from each Union and the Officials dealing with the dispute would investigate and make a Report to the TUF Officer Board.
- (c) The TUF Officer Board may decide to either approve or disapprove of the transfer or, in the event of failure to reach agreement, refer it to the ICTU Disputes Procedure.
- (d) Notwithstanding the foregoing, transfers will not be approved unless the conditions comply with the provisions of Clause 46 of the Constitution of the ICTU.

4. Demarcation Disputes:

Failing to resolve demarcation disputes at local level, they will be referred to the TUF Officer Board for determination. Failure to resolve the matter at the TUF Officer Board will result in the matter being referred to the ICTU Demarcation Tribunal.

Signed on behalf of TEEU:

Signed on behalf of SIPTU:

_____ ***Date:*** _____

TRADE UNION FEDERATION (T U F)
(Incorporating SIPTU and TEEU)

Articles of Association
 (Including Spheres of Influence Agreement and Disputes Procedures)

T U F Council

- 15 Nominations from each constituent Union
- 6 Officers from Officer Board
- Meets Annually

Standing Co-Operation Structures

Regional

Local

T U F Officer Board

- 3 General Officers of each Union
- Meets at least 6 times a year

Bi-Lateral Agreements to be agreed

Education & Training Commercial Co.

College Research, Strategic Development, IR Training, Legislation, Discussion Docs, etc.

Membership Services

PR, communications, Publications etc.

Other

AD-HOC TASK GROUPS

ICTU
 Trades Councils
 State Bodies

Education & Training
 Membership Services
 Development

Industrial Sectors:
 • Manufacturing
 • State Bodies

EU Bodies
 Metalworkers Federations

Organisational Recruitment

Wider Community