

# **CONSTITUTION OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY (SADC) EMPLOYERS' GROUP**

## **1 NAME**

The name of the Organisation is the SADC Employers' Group.

## **2 OBJECTIVES**

The objectives are:

- 2.1.1 To act as a caucus of employer's organisations.
  - 2.1.2 To appoint employer representatives to tripartite SADC structures in the event of each SADC member state not having an employer representative.
  - 2.1.3 To formulate joint positions and to present such positions at SADC meetings and other forums and in written communications.
  - 2.1.4 To share and exchange information.
  - 2.1.5 To pro-actively interact with governments of SADC member states on labour and employment issues of concern to employers with a view to creating a business friendly environment.
  - 2.1.6 To liaise with SADC organs and institutions.
  - 2.1.7 To liaise with other stakeholders involved in SADC.
  - 2.1.8 To liaise and work closely with the International Labour Organisation (ILO), in particular the ILO Employer Bureau; the International Organisation of Employers (IOE); and the Panafrican Employers' Confederation (PEC) and other national, sub-regional and international organisations.
- 2.2 Nothing in this Constitution shall be construed so as to confer on the SADC Employers' Group any role as a collective bargaining agent, either within the SADC region or in respect of any state that is a member of SADC.

## **3 MEMBERSHIP**

3.1 Membership of the SADC Employers' Group shall be open to the employer/business organisation in each SADC member state recognised by the ILO as the most representative of employers in that state.

3.2 The founding members are:

Botswana Confederation of Commerce, Industry and Manpower  
Association of Lesotho Employers  
Employers' Consultative Association of Malawi  
Mauritius Employer's Federation  
AEPRIMO/ Associacao de Empresas Privadas de Mocambique  
The Namibia Employers' Federation  
Federation of Employers' Association of Seychelles  
Business South Africa  
Federation of Swaziland Employers  
The Association of Tanzania Employers  
Zambia Federation of Employers

## Employers Confederation of Zimbabwe

3.3 Application for membership by organizations other than founding members shall be decided by the Executive Committee in accordance with criteria for admission as established and revised from time to time by this Constitution.

3.4 Organisations admitted to membership by the Executive Committee shall have the rights and obligations granted to or imposed on them by this Constitution.

3.5 Membership shall terminate:

- When a member ceases to exist;
- Upon expiry of three calendar months notice of intention to terminate membership, given in writing, to the Secretariat;
- A decision by the Executive Committee to that effect; or
- In the event of the insolvency of member.

3.6 Office bearers from and representatives and alternate representatives nominated to the Executive Committee by a member whose membership terminates on any of the grounds envisaged in 3.5 shall immediately withdraw from any position to which they were elected by the Group, and from the Executive Committee, as the case may be.

3.7 The liability of members shall be limited to the amount, if any, payable by way of subscription to the SADC Employers' Group by such members.

## **4 GOVERNANCE AND STRUCTURES**

### **4.1 Executive Committee**

4.1.1 The membership of the Executive Committee shall comprise of one principal and one alternate representative from each member organisation, save that additional representatives may attend meetings as observers.

4.1.2 The Executive Committee shall conduct the following classes of business:

- Policy decisions; and
- General administration and management.

4.1.3 Each member organisation shall be entitled to one vote.

### **4.2 Special Executive Committee Meetings**

4.2.1 A special Executive Committee Meeting shall annually elect the office bearers.

4.2.2 Decisions by Special Executive Committee meetings shall be taken by majority vote.

### **4.3 Other Committees**

The Executive Committee shall at its discretion appoint ad hoc committees with a limited life to pursue specific issues.

#### **4.4 Office Bearers**

4.4.1 A Special Executive Committee Meeting shall, on an annual basis, elect from its own ranks.

- A Chairperson and a Vice-Chairperson;
- An Honorary Secretary; and
- An Honorary Treasurer.

4.4.2 The Chairperson, or in his/her absence, the Vice- Chairperson shall Chair all Executive Committee meetings. If neither the Chairperson nor the Vice- Chairperson is present, the representatives of members present shall elect one of their number to chair the meeting. The Chairperson of a meeting shall be responsible for the conduct of the meeting.

#### **4.5 Representation at other meetings**

The Executive Committee shall decide which person or persons shall represent the SADC Employers' Group for any purpose, and which person or persons shall be authorized to speak or make any statement on behalf of the SADC Employers' Group, save that a delegation of the SADC Employers' Group at a particular meeting may be delegated to appoint someone to speak on their behalf. Furthermore, if time does not allow wider consultation, the Honorary Secretary, in consultation with other available office bearers, may appoint a person or persons to attend a particular meeting or act as the representative(s) of the SADC Employers' Group.

### **5 SECRETARIAT**

5.1 The function and authority of the Secretary shall be determined by the Executive Committee.

5.2 Personnel employed by the SADC Employer's Group shall be employed on such times and on such dates as each of them shall determine.

### **6 MEETINGS**

6.1 The Executive Committee and ad hoc Committees, shall meet at such times and on such dates as each of them shall determine.

6.2 The quorum of Executive Committee meetings shall be 50% of the members of the Group save in the case of amendments to this constitution or the winding up/dissolution of the Group in which case the provisions in 14.1 and 15.1 will apply.

6.3 The quorum of other meetings shall be as determined from time to time by the Executive Committee provided that it shall not be less than one third of the member organizations.

### **7 FINANCES**

7.1 The Executive Committee will from time to time set the level of the annual subscriptions payable by members provided that an equal amount shall be payable by all members.

7.2 Once subscription become payable, the financial year shall run from 1 January to 31 December of each year.

7.3 The Treasurer shall be responsible for keeping books of account and shall submit financial reports to the Executive Committee.

7.4 The books and statements of account shall be audited after the end of each financial year by an independent auditor appointed by the Executive Committee.

7.5 Members will be responsible for all travel and subsistence costs and arrangement of their delegates attending meetings.

## **8 LEGAL STRUCTURE AND STATUS AND PROCEEDING**

The SADC Employers' Group shall be a legal persona. All legal or other proceedings by or against the SADC Employer's Group shall be instituted, conducted, or defended in its name by a person duly authorized by the Executive Committee.

## **9 MINUTES AND RECORDS**

9.1 Minutes shall be kept of proceedings of meetings of the Executive Committee established in terms of this Constitution

9.2 Records of the correspondence and transactions of the SADC Employers' Group shall be maintained by the Secretariat.

## **10 PROPERTY**

The SADC Employers' Group shall have the power to own movable and immovable property, acquire the same and dispose of the same. All movable property belonging to or acquired by the SADC Employers' Group shall vest in the SADC Employers' Group and all immovable property belonging to or acquired shall be registered in its name.

## **11 BANK ACCOUNTS**

The SADC Employers' Group shall open and operate such bank accounts as may be necessary to conduct its business, save that such accounts shall be opened only in its name at a registered commercial bank in one of the SADC countries as agreed to by the Executive Committee.

## **12 SIGNATURE OF DOCUMENTS**

All powers of attorney, bonds, deeds and other instruments shall be signed and executed on behalf of the SADC Employers' Group by such member(s) of the Executive Committee or by such employee(s)/secretariat of the SADC Employers' Group as the Executive Committee shall decide.

## **13 IDEMNITY**

Every office bearer and employee shall be indemnified by the SADC Employers' Group against all costs, losses and expenses which any such office-bearer or employee may incur or become

liable to by reason of any contract entered into or act or deed done by him/her in his/her capacity as such or in any way in the discharge of his/her duties.

#### **14 AMENDMENTS TO THE CONSTITUTION**

14.1 This Constitution shall not be amended, altered or added to except by resolution of a majority of not less than two-thirds of the members entitled to vote at a special meeting of the Executive Committee called for that purpose, of which at least sixty day's notice, in writing has been given to each member.

14.2 Upon any such alteration, amendment or addition being made in terms of this Constitution, in the same manner in all respects as though originally inserted herein, and shall be binding upon all as though originally inserted herein, and shall be binding upon all members of the SADC Employers' Group.

#### **15 WINDING UP / DISSOLUTION**

15.1 The SADC Employers' Group shall be wound up if, at a special meeting of the Executive Committee of which at least sixty days' notice, in writing, has been given to each member and at which voting has taken place by ballot, a resolution to wind up the Group has been passed by a majority of two-third of the representatives of members entitled to vote.

15.2 Unless the meeting of the Executive Committee decided otherwise, the liquidation shall be conducted by the Executive Committee.

15.3 The Executive Committee shall decide on the use of any balance remaining after liquidation, save that it shall be used for purpose corresponding with those of the SADC Employers' Group.

#### **16 APPLICABLE LAW**

16.1 This Constitution shall be governed by the law of the jurisdiction in which the Secretariat is based.

16.2 Any dispute concerning the interpretation or application of this constitution shall be referred to arbitration by an agreed arbitrator. In the event that no agreement can be reached on the identity of an arbitrator, the President of the Bar Council of the jurisdiction in which the secretariat is based shall appoint an arbitrator. The decision of the arbitrator shall be final and binding.

#### **17 ADOPTION**

17.1 This Constitution was adopted in Geneva on 7 June 2002 by the following Organizations:

- Association of Lesotho Employers
- Mauritius Employers' Federation
- AEPRIMO/ Associacao de Empresas Private de Mocambique
- The Namibia Employers' Federation
- Business South Africa
- Federation of Swaziland Employers
- Zambia Federation of Employers

- Employers Confederation of Zimbabwe

17.2 This Constitution was ratified in Nairobi on 25 February 2003 by the following Organisations:

- Botswana Confederation of Commerce, Industry and Manpower
- Association of Lesotho Employers
- Employers' Consultative Association of Malawi
- Mauritius Employers; Federation
- AEPRIMO/Associacao de Empresas Privadas de Mocambique
- The Namibia Employers' Federation
- Federation of Employers' Association of Seychelles
- Business South Africa
- Federation of Swaziland Employers
- Zambia Federation of Employers
- Employers Confederation of Zimbabwe

25 February 2003