

14 February 2023

Reference: LR2/6/3/138

**AGM RESOLUTION TO ADOPT CONSTITUTIONAL AMANDMENTS**

At its 83rd Annual General Meeting (AGM) held on 25 October 2022, at Birchwood Conference Centre, in Boksburg, after a detailed explanation of all proposed amendments, SAFCEC AGM resolved without any objections from ordinary members in good standing to adopt the changes, as per the attached explanatory memorandum.

It was further proposed by Stewart Night of Motheo Construction and agreed to that all the cross-references to clauses, as a result of new amendments, be accordingly aligned in the overall text, where applicable.

The adoption was proposed by Refiloe Mallela of Anquet Construction and seconded by Marina Dumakude of Tanguliza Projects.

Duly signed on behalf of the AGM



Webster Mfebe  
Chief Executive Officer



Marina Dumakude  
President

I HEREBY CERTIFY IN TERMS OF SECTION 101  
(3) (a) OF THE ACT THAT THE AMENDMENT TO /  
REPLACEMENT OF THE CONSTITUTION HAS  
BEEN REGISTERED ON:-

DATE: 18 October 2023



REGISTRAR OF LABOUR RELATIONS

**CONSTITUTION**

**OF**

**SAFCEC**

**(SOUTH AFRICAN FORUM OF CIVIL ENGINEERING CONTRACTORS)**

**AS ADOPTED BY AN ANNUAL GENERAL MEETING OF MEMBERS**

**INCORPORATING**

**AMENDMENT NO 1 OF 2 NOVEMBER 1998**

**& AMENDMENT NO 2 OF 26 JULY 2001**

**& AMENDMENT NO 3 OF 17 OCTOBER 2011**

**& AMENDMENT NO 4 OF 15 OCTOBER 2012**

**& AMENDMENT NO 5 OF 14 OCTOBER 2013**

**& AMENDMENT NO 6 OF 25 OCTOBER 2022**



**SAFCEC**  
**READY TO DELIVER**



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## 1. Name and status

- 1.1. The name of the organisation shall be the South African Forum of Civil Engineering Contractors (herewith referred to as "SAFCEC").
- 1.2. The organisation shall constitute a legal persona and shall exist independently of its members. It shall accordingly have perpetual succession and shall be capable of doing any act which the Constitution or any other legislation requires or permits it to do. The organisation is an association not for gain.
- 1.3. The Forum is a registered Employers Organisation in terms of the LRA SS 95-11, registration number LR2/6/3/138.

## 2. Definitions

- 2.1. Any expression used in this Constitution, which is defined in the Labour Relations Act 1995 (Act no. 66 of 1995), shall, unless the contrary intention appears, have the same meaning as in that Act; further, unless inconsistent with the context –
  - 2.1.1. "Act" shall mean the Labour Relations Act of South Africa No 66 of 1995;
  - 2.1.2. "An ordinary member" means an Employer who is directly involved in the Civil Engineering activities referred to in clause 4.1
  - 2.1.3. "Associate member" means a company who is a bona fide service provider or civil engineering client in terms of Clause 4.2.2 to the Civil Engineering Contracting Industry.
  - 2.1.4. "Chief Executive Officer" means the Chief Executive Officer referred to in Clause 9 and who holds the office of secretary in terms of the Act
  - 2.1.5. "Civil engineering contracting industry" or "industry" means the industry in which contractors and their employees are associated for the purpose of carrying out work of a civil engineering nature as referred to in Clause 4.1;
  - 2.1.6. "Civil engineering contractor" or "contractor" means a person who in terms of a contract with another person undertakes to carry out work of a civil engineering nature as referred to in Clause 4.1;
  - 2.1.7. "Continuity Advisor" means any recent past president in good standing, who is appointed as a member of both Council and MANCO in terms of Clauses 9.1.5 and 11.2, in order to ensure continuity and preservation of institutional memory.
  - 2.1.8. "Constitution" means this Constitution;
  - 2.1.9. "Council" means the Council referred to in Clause 7;
  - 2.1.10. "Designated Groups" means people of the African, Coloured or Indian racial groups and women
  - 2.1.11. "Emerging Contractor" means any member who belongs to the Emerging Contractors Forum under the auspices of any SAFCEC branch referred to in Clause 4.3.20 and 7.2.3.



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- 2.1.12. **"Employer"** means any person, company or corporation who employs or provides work for any person who receives or is entitled to receive any remuneration for that work;
- 2.1.13. **"EXCO"** means the Executive Committee constituted of the SAFCEC Executives and any other managers as the Chief Executive Officer may deem necessary.
- 2.1.14. **"Forum"** means the South African Forum of Civil Engineering Contractors;
- 2.1.15. **"Member"** means both Ordinary Members and Associate Members
- 2.1.16. **"National MANCO"** means the management committee referred to in Clause 11;
- 2.1.17. **"Office Bearers"** means the President; Deputy President; Vice President; Continuity Advisor; and Chief Executive Officer, who are so designated in terms of Clause 9;
- 2.1.18. **"Officials"** mean persons employed as the secretary, assistant secretary or organiser of an employers' organisation in terms of the Labour Relations Act of 1995.
- 2.1.19. **"Regional Manager"** means the manager of the respective branches of the Forum.
- 2.1.20. **"Regional MANCO"** means the management committee at a branch level.
- 2.1.21. **"Standing committee"** means a themed committee established by Council to carry out a specific mandate in fulfilment of the needs of the members and the industry.

### 3. Objects

The objects of the Forum shall be:

- 3.1. to participate in the lawful activities of an employer's organisation and to exercise any right conferred on the employer's organisation by the Act and the Department of Labour Registrar.
- 3.2. to promote, encourage and protect the broad interests of members.
- 3.3. to promote the construction of civil engineering works;
- 3.4. to maintain a high standard of conduct in the civil engineering contracting industry.
- 3.5. to participate in the regulation of rates of payment, conditions of employment and other measures affecting employees in the civil engineering contracting industry and to regulate the relationships between employers and employees or the trade unions in the industry;
- 3.6. to assist members on matters affecting the relationship between themselves and their employees;
- 3.7. to encourage, promote, aid and effect the settlement of disputes between members and their employees by conciliatory methods;
- 3.8. to participate with organisations of employers and/or trade unions in any bargaining council which may be established to deal with matters which affect the civil engineering contracting industry;
- 3.9. to promote and advance in accordance with the needs of the industry the education and training of all persons employed in the industry;
- 3.10. to promote and advance the status and public recognition of the Forum, its members and the civil engineering contracting industry;
- 3.11. to promote, encourage, support or oppose any proposed legislative or other measures affecting the interest of the Forum or its members;



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- 3.12. to collect, collate, tabulate, and disseminate any public Information likely to be of use to all of its members;
- 3.13. if desirable to join or become a member of or affiliate to anybody or other association, or cooperate with such body or association, whose objects are wholly or in part similar to those of the Forum;
- 3.14. to promote and encourage efficiency and sustainability amongst members;
- 3.15. to encourage all civil engineering contractors, which are eligible for membership to apply for membership, and to encourage employers affiliated with the industry to become members;
- 3.16. to utilize, lend, subscribe or donate money solely for the furtherance of the objects for which the Forum was established or for investment and in no circumstances to distribute any of the Forum's surpluses to any person;
- 3.17. to acquire by purchase, lease or otherwise any movable or immovable property, and to sell, let, mortgage or otherwise deal with and dispose of movable or immovable property or other assets belonging to the Forum or use such property for such other purposes as the members may approve; and
- 3.18. to do or perform all such other lawful acts, deeds, things or functions as may be incidental or conducive to the attainment of the above objects or any of them and which are not inconsistent with the objects or any matter specifically provided for in this Constitution.
- 3.19. to ensure that no action or decision made in terms of this Constitution or by any office-bearer or official or meeting, unfairly discriminates against any person or party on any of the grounds contained in Section 2(1) (a) of the Labour Relations Act of 1995.

#### 4. Membership

##### 4.1. Scope of Membership:

- 4.1.1. Employers trading in South Africa who are engaged as contractors in the civil engineering industry which includes, without in any way limiting the ordinary meaning of the expression, work in connection with any one or more of the following activities – Excavating, backfilling or stabilizing work or the construction, alteration, demolition, dismantling, erection, improvement, installation, maintenance, reconstruction, rehabilitation, reinstatement, removal, renewal, renovation or repair of adits; aerodrome aprons, runways or taxiways; aqueducts; bins or bunkers; breakwaters; bridges; cable ducts; caissons; canals; causeways; coffer dams; cooling, water or other towers; culverts; dams; docks; earthworks; effluent treatment works; embankments; encasements, housing or supports for plant, machinery or equipment; factory or works chimneys; filter beds, flood protection works; footbridges; foundations; gabions; gas holders; groynes; grouting; harbours, jetties, quays or wharves; land protection or reclamation works; lift shafts; marine or river works; mine headgears or shaft collars; parking areas; pavings or surfacings; plers; piling; pipelines; power stations; pre- or post-tensioning; railways;



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reduction works; reservoirs; retaining walls; roads or streets; rock anchors; sewage treatment works; sewers; shafts or tunnels, sidewalks; silos; sports grounds; sports stadia or stands; stormwater drainage works; storage tanks; swimming pools and baths; underground parking garages or other underground structures; underpinning; viaducts; water purification works; or water reticulation, Excavation and bulk earthworks; bush clearing and de-stumping; topsoil stripping; drilling and blasting; preparation of bench areas, drilling pre-split holes and blast holes, grade control drilling and sampling; re-drilling of holes, blasting and or cast-blasting; secondary blasting; loading, hauling and dumping of mineralized and or waste material to waste dumps or processing plant feed (ROM pad) stockpiles; production dozing of top-soil, inter-burden or waste material; pumping and dewatering of storm and or contaminated water, construction and maintenance of access and haul roads; ramps; waste and processing plant feed (ROM pad) areas; safety berms; high-walls; benches; storm water systems, catch drains, bund walls, surge dams; trimming, scaling or chain dragging of batters, heap-leach pads, tailings dams; dust suppression of loading areas, haul roads and dumping areas; rehabilitation of earth work areas or waste dumps; topsoil spreading, hydro-seeding and watering and further includes any other work of a similar nature involving problems of a civil engineering character, shall be eligible for membership of the Forum: provided that prospective members shall satisfy a Regional or National MANCO that they are reputable contractors and have the technical, organisational and financial resources necessary to carry out work competently.

#### 4.2. Categories of Membership:

##### 4.2.1. Ordinary Member

4.2.1.1. Ordinary Membership is restricted to Employers who are not State owned or State controlled enterprises. The onus is on the applicant to prove their status.

4.2.1.2. An Ordinary Member has both deliberative and voting rights within the Forum.

##### 4.2.2. Associate Member

4.2.2.1. Associate Membership, with a differentiated annual membership fee structure, may be granted to companies or entities who are bona fide suppliers or service providers, and who are employers within the Civil Engineering Contracting Industry, and the categories mentioned hereunder shall have deliberative, but no voting rights in SAFCEC Standing Committees:

4.2.2.1.1. Basic Associate Member - These are non-listed entities, who are bona fide suppliers or service providers of materials, equipment, financial and other related services to the civil engineering contracting industry.

4.2.2.1.2. JSE-listed Associate Member - These are JSE-listed entities, who are bona fide suppliers or service providers of materials, equipment,



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financial and other related services to the civil engineering contracting industry.

4.2.2.1.3. International Associate Member - These are foreign entities, not registered in South Africa, with direct interest in the civil engineering contracting industry.

4.2.2.1.4. SOE Associate Member - These are public entities' infrastructure divisions or subsidiaries with direct interest in interacting with SAFCEC on matters relating, but not limited, to the delivery of good quality and professional civil engineering infrastructure services.

#### 4.3. Application for membership.

- 4.3.1. An application for membership shall be lodged, on a prescribed form, with the Regional Manager, who will refer such application to a Regional MANCO Meeting or individual Regional MANCO members, whichever comes first, for any possible objections.
- 4.3.2. Any objection to membership must be lodged with the Regional Manager within 14 (fourteen) days of the application for membership being distributed by the Regional Manager
- 4.3.3. Should no objection be received by the Regional Manager within the prescribed time period, the application shall be provisionally accepted.
- 4.3.4. The Regional Manager shall refer all provisionally accepted applications to the Chief Executive Officer to be tabled at National MANCO for ratification.
- 4.3.5. Once National MANCO has ratified the application for membership the application will be finally accepted, and the Chief Executive Officer will update the records accordingly and the successful applicant will be entered into the member register.
- 4.3.6. Any employer or company accepted for membership of the Forum shall comply with the Forum's constitution and code of conduct, the CIDB code of conduct, and the Construction Sector Charter, where applicable.
- 4.3.7. Any applicant whose application has been refused is entitled to written reasons for such refusal. Such written reasons must accompany the refusal.
- 4.3.8. Any applicant whose application has been refused by Regional MANCO may appeal to National MANCO, by lodging an appeal through the Chief Executive Officer. The appeal shall be submitted within 2 (two) weeks of receiving written reasons for the refusal.
- 4.3.9. The appeal will be tabled at the next sitting of National MANCO. At such meetings the applicant shall be entitled to be heard.
- 4.3.10. Any applicant whose application has been refused by National MANCO may appeal to Council, by lodging an appeal through the Chief Executive Officer. The appeal shall be submitted within 2 (two) weeks of receiving written reasons for the refusal.
- 4.3.11. The appeal will be tabled at the next sitting of Council. At such meetings the applicant shall be entitled to be heard. The Council's decision shall be final.



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- 4.3.12. The Council may at its discretion and on the application of an existing member who is no longer actively engaged in the interest outlined in Clause 4.1, decide that the membership of such member be transferred to an associate or subsidiary company of such member without requiring the member concerned to formally resign and without such associate or subsidiary company having formally to apply for admission to membership in terms of Clauses 4.2.2, provided that such associate or subsidiary company is otherwise eligible for membership.
- 4.3.13. Any member who has resigned or been expelled from the organisation may be readmitted to membership on such conditions as the Council may determine. The provisions of Clauses 4.3.1 to 4.3.2 shall apply mutatis mutandis in the case of application for reinstatement of membership.
- 4.3.14. Every member whose application has been accepted shall within 14 (fourteen) days of being accepted notify the Chief Executive Officer, in writing, of its full contact details, postal and physical address.
- 4.3.15. Should any member's contact details change, the member shall notify the Chief Executive Officer thereof within 14 (fourteen) days of the date on which the change took place.
- 4.3.16. Every member who is a partnership, corporation or company shall notify the Chief Executive Officer in writing from time to time as required of the name of its representative, who shall be designated the authorised representative of that member.
- 4.3.17. At meetings of the Forum or in ballots conducted by the Forum every Ordinary member who is an individual shall be entitled to vote and one representative of a partnership, corporation or company who is an Ordinary member of the Forum shall be entitled to vote on behalf of such member.
- 4.3.18. In this Constitution reference to "members" shall, where the context requires, include representatives of members.
- 4.3.19. No member shall disregard or fail to comply with any instruction issued at any time by the National MANCO, Council or a General Meeting of Members and communicated to such member in writing.
- 4.3.20. An Emerging Contractor, which is defined as a newly established company engaged in the civil engineering contracting industry with an annual turnover not exceeding a quantum to be determined from time to time by Council and who is not a subsidiary of another company, may be admitted to membership under rules published from time to time by the Council.
- 4.3.21. Benefits of Membership shall only accrue upon the payment of the prescribed subscriptions.
- 4.3.22. As the Forum is a voluntarily Employers Organisation, no member shall be unreasonably denied membership, unless such member is not willing to be bound by the terms of the Constitution.



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#### 4.4. Register of Members:

- 4.4.1. There shall be kept a register of members in which there shall be recorded:
- 4.4.1.1. the full name or names, contact details, physical and postal address of each member and the category whether the member is an ordinary member or an associate member;
  - 4.4.1.2. the full names of the representative and alternate representative, if any, of each member
  - 4.4.1.3. the date on which each member is admitted to membership of the Forum, and the date on which any member ceases to be a member and the reasons therefore.
- 4.4.2. Membership statistics shall be submitted by 31 March of every year, to the Registrar of the Department of Labour in terms of Sections 99 and 100 of the Labour Relations Act, 1995

#### 5. Subscriptions

- 5.1. For all members annual subscriptions shall be due and payable by each member to the Forum on or before 1 September of each year.
- 5.2. Council will from time to time publish a memorandum on how annual subscription fees are to be calculated and apportioned.
- 5.3. New members' subscriptions shall be calculated pro-rata on a quarterly basis for the balance of the financial year in which they are admitted, and shall be due and payable on the first day of the month after the month in which they are admitted.
- 5.4. A member shall not be regarded as being in "good standing", if and for so long as any subscriptions, or other charges in terms of Clause 15.6 due by it are outstanding for a period exceeding 3 (three) months.
- 5.5. Any member who is not in good standing shall not be entitled to any of the benefits of membership including the right to vote until all arrears have been paid.

#### 6. General Meetings

- 6.1. Within 4 (four) months after the end of each financial year, which shall run from 1 July to 30 June succeeding, an Annual General Meeting shall be held on a date to be fixed by the Council to approve the audited annual accounts for the past financial year, to elect a Council, President, Deputy President and Vice-President, to form a Management Committee as referred to in Clause 11, to appoint independent persons as auditors for the current financial year, and to transact any such other or further business as the meeting may determine.
- 6.2. A Special General Meeting may be held at the discretion of the Council. In addition, the Chief Executive Officer shall call a Special General Meeting on receiving a request to that effect specifying the object of such meeting and signed by not less than 10% (ten per cent) of the ordinary members of the Forum in good standing.



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- 6.3. Not less than 14 (fourteen) days' prior written notice of every General Meeting shall be given to members by the Chief Executive Officer ; provided that in the case of a Special General Meeting, such shorter notice, as may be decided by the President, being not less than 7 (seven) days, shall be given. To every notice of meeting an agenda shall be attached.
- 6.4. 10% (ten per cent) of the ordinary members in good standing shall form a quorum at any General Meeting of the Forum. If within 15 (fifteen) minutes from the time appointed for any General Meeting a quorum is not present, the meeting, if convened on the request of ordinary members, shall be dissolved, but in any other case it shall stand postponed to the same day in the week following, or in the event of such a day being a public holiday, to the succeeding working day at the same time and place, and at such postponed meeting the ordinary members present shall form a quorum. 5 (Five) days' written notice of such postponed meeting shall be given by the Chief Executive Officer to members.
- 6.5. The President or in his/her absence the Deputy President or in his/her absence, the Vice-President, shall preside as Chairperson at all General Meetings. In the event of the President, Deputy President and Vice-President not being present within 5 (five) minutes after the time for which the meeting was called, the ordinary members present shall proceed to elect an acting President as referred to in Clause 9.1.4.
- 6.6. Subject always to the provisions of Clause 18, matters arising for decision at a General Meeting shall be decided by a majority vote of the Ordinary Members, on a show of hands on motion duly seconded, and in case of an equality of votes the presiding officer shall have a casting vote in addition to his/her deliberative vote. Where an Ordinary member is represented by more than one person they shall decide amongst themselves which one of them shall record any vote to which the ordinary member may be entitled.
- 6.7. Any matter may be decided on motion, and if the presiding officer so decides, shall be reduced to writing and shall be delivered to him/her to be read at the General Meeting. No motion shall be considered unless seconded.
- 6.8. At every Annual General Meeting the minutes of the preceding Annual General Meeting shall be read by the Chief Executive Officer, if not previously distributed to all members, and signed by the presiding officer after confirmation. The minutes of any Special General Meeting shall, if not previously distributed to all members, be read at the next Annual General Meeting and signed by the presiding officer after confirmation.
- 6.9. At any General Meeting of the Forum every member being an individual shall be entitled to attend or be represented by a person thereto authorised or, in the case of a member being a partnership, company or corporation, the member shall be entitled to be represented by one or more of its partners, members, directors or other persons thereto authorised. A member may also be represented at a general meeting by proxy. Every instrument of proxy shall be in the following form.
- 6.10. I/We ..... a member of the South African Forum of Civil Engineering Contractors, hereby appoint ..... a member/ authorised representative of



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a member of the Forum , to act as my/our proxy at the General Meeting of the Forum to be held on the .....day of .....20....., and at every adjournment or postponement thereof.  
Signed this .....day of .....20.....

- 6.11. The proceedings of any meeting shall not be invalidated by reason of the non- receipt by any member of the notice of meeting.

## 7. Council and Council Meetings

- 7.1. At each Annual General Meeting a Council shall be elected from amongst the ordinary members and ordinary members' representatives to oversee the Forums affairs between Annual General Meetings.
- 7.2. The Council shall consist of the following people:
- 7.2.1. 12 (twelve) elected persons (inclusive of the President; Deputy President; Vice President; and Continuity Advisor), 4 (four) of whom shall be elected at each Annual General Meeting and shall hold office until the third succeeding Annual General Meeting and be eligible for re-election; but in the event of unforeseen circumstances in which all 12 (twelve) become eligible at the same time, they shall all be eligible for re-election, provided that they are in good standing; have not breached the SAFCEC code of conduct and provisions of this Constitution; and have confirmed in writing their availability, to serve a new 3 (three) year term.
- 7.2.2. the Chairpersons of any Branch established in terms of Clause 8.1.3 who are not elected members of the Council in terms of section 7.2.1 above.
- 7.2.3. The Chairpersons of Emerging Contractors from each Branch who are not elected Council Members in terms of Clause 7.2.1 and 7.2.2 above.
- 7.2.4. The Chief Executive Officer plus not more than 2 (two) members of executive management, who shall become full members of Council as per the King Code IV good governance standards.
- 7.3. For the purposes of, among other reasons, ensuring continuity, gender and racial representivity, the Council shall have power to co-opt not more than 5 (five) additional persons to hold office for such period as the Council may decide, but no co-opted member shall hold office for a longer period than to the next Annual General Meeting. Co-opted members shall have full deliberative and voting rights
- 7.4. Nominations duly seconded for election to the Council shall be made by members and lodged in writing with the Chief Executive Officer at least 48 (forty-eight) hours before the time for holding the Annual General Meeting.
- 7.5. At each Annual General Meeting, the President, the Deputy President, and the Vice President shall be elected, from amongst the elected members of Council not less than one of whom shall be from designated groups and shall hold office until the next Annual General Meeting and, if still members of the Council, such persons, shall be eligible for re-election. Election shall be by show



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- of hands unless a secret ballot is demanded by 10% (ten percent) of members in attendance and each ordinary member or ordinary member's representative shall have one vote.
- 7.6. The President and Deputy President shall ipso facto be the Chairperson and Vice-Chairperson of the Council.
  - 7.7. Vacancies amongst the elected members of the Council shall be filled temporarily by the Council and persons so appointed shall hold office until the first ensuing Annual General Meeting when an incumbent shall be elected by the meeting and such incumbent shall hold office for the unexpired period of office of the person in whose stead he/she has been elected.
  - 7.8. Vacancies in the office of President, Deputy President and Vice-President shall be filled by the Council from amongst its elected members and the new incumbent shall hold office for the unexpired period of office of his/her predecessor.
  - 7.9. Membership of Council shall cease if a Council member leaves the employ of the company he/she was nominated and elected under.
  - 7.10. The Council shall meet from time to time but not less than three times a year on dates to be fixed by the President to conduct the business of the Forum.
  - 7.11. A Special Meeting of the Council shall be called by the President whenever he/she deems it advisable or by the Chief Executive Officer upon receiving a request signed by not less than 3 (three) members of the Council, in which event the meeting shall be called within 14 (fourteen) days of receipt of the requisition by him/her.
  - 7.12. Members of the Council shall be given at least 7 (seven) days' notice in writing by the Chief Executive Officer of the time and place of meeting, provided that shorter notice may, at the discretion of the President, be given in respect of Special Meetings. To every notice of meeting an agenda shall be attached.
  - 7.13. 40% (forty percent) of members of the Council present at any meeting of the Council shall be a quorum, provided that the said meeting has been officially convened in terms of this Constitution and any unofficial meeting in the name of SAFCEC shall be invalid and in contravention of the SAFCEC Code of Conduct.
  - 7.14. Matters arising for decision at any Council meeting shall be decided, by the majority decision of the Council or on motion duly seconded and voted upon by show of hands and in case of an equality of votes, the presiding officer shall have a casting vote in addition to his/her deliberative vote.
  - 7.15. Urgent matters may be decided by the President, after consulting the other members of the Council, without holding a meeting of the Council, in which case the consultation with each member consulted shall be minuted and the decision presented for ratification at the next Council meeting.
  - 7.16. At every meeting of the Council other than a Special Meeting, the minutes of the preceding meeting shall, if not previously distributed to the members of the Council, be read by the Chief Executive Officer and signed by the presiding officer after confirmation. The minutes of any



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Special Meeting of the Council shall, if not previously distributed to the members of the Council, be read at the next meeting of the Council and signed by the presiding officer after confirmation.

- 7.17. The office of a member of the Council shall ipso facto be vacated:
- 7.17.1. on resigning as a member of the Council by giving 1 (one) weeks' notice in writing to the Chief Executive Officer;
  - 7.17.2. on absenting himself/herself from 3 (three) consecutive meetings of the Council without proper prior notice in writing;
  - 7.17.3. on resignation, suspension or expulsion from membership of the Forum of his/her business, partnership, corporation or company; or
  - 7.17.4. on his/her business, partnership, corporation or company ceasing to be in good standing in terms of Clause 5.4.
- 7.18. The provisions of Clauses 6.5, 6.6 and 6.11 shall mutatis mutandis apply in the case of any Council meeting.

## 8. Powers of the Council

- 8.1. The Council shall, subject to the general direction and control of the General Meetings and to the provisions of this Constitution, have power:
- 8.1.1. to review, upon good cause shown, the admission of members to the Forum and make any decision appropriate under the circumstances, to fix the conditions under which former members of the Forum may be re-admitted to membership and to reprimand, suspend or expel any member for a serious breach of the terms of the Constitution: provided that any decision taken under this clause 8.1 shall be subject to appeal to the next General Meeting, whereupon such suspended or expelled member shall have the right to present their case;
  - 8.1.2. to appoint such standing or ad-hoc committees as it may deem fit for the purpose of considering, reporting and recommending on any matter referred to them by the Council;
  - 8.1.3. to establish such Branches as it may deem fit for the purpose of ascertaining and reporting on the views of members in specified geographical areas on matters affecting the Forum, making recommendations on such matters and furthering the interests of the members of such Branch;
  - 8.1.4. to recommend the Forum's participation in the establishment of a bargaining council or statutory council under the provisions of the Labour Relations Act, 1995, and, subject to the constitution of such industrial council, to determine the Forum's representation thereon;
  - 8.1.5. to deal with disputes between members and their employees through an appropriate dispute resolution mechanism;
  - 8.1.6. to institute legal proceedings on behalf of or to defend proceedings against the Forum, which responsibility may be delegated to National MANCO or the Chief Executive Officer;



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- 8.1.7. to institute legal proceedings on behalf of, or to provide legal assistance to members on matters that may adversely affect the interest of the industry, provided that such legal action is undertaken as the last resort;
- 8.1.8. to appoint or dismiss the Chief Executive Officer, fix his/her conditions of employment and define his/her duties, subject always to due process and applicable labour laws;
- 8.1.9. subject to the provisions of Clauses 16 and 17, to elect and appoint persons to represent the Forum on other bodies with which it is or may be co-operating;
- 8.1.10. to open and operate a banking account in the name of the Forum subject to clause 15.5;
- 8.1.11. to acquire by purchase, lease or otherwise, any movable or immovable property on behalf of the Forum and to sell, let, mortgage or otherwise deal with or dispose of any movable or immovable property belonging to the Forum; provided that no immovable property shall be acquired, sold, mortgaged, let or leased for a period longer than 3 (three) years unless at least 14 (fourteen) days' notice in writing of intention to do so has been given to each member of the Forum by the Chief Executive Officer, and provided further that if during this period not less than 6 (six) of the members in good standing demand in writing that a ballot be taken to decide on the proposed act, such ballot shall be taken;
- 8.1.12. to delegate such powers as it may deem fit to the National MANCO formed in terms of Clause 11 or the Forum's employees, subject to such conditions as it may deem fit; and
- 8.1.13. to do all such other lawful things as in the opinion of the Council appear to be in the interests of the Forum and which are not inconsistent with the objects set out in Clause 3 or any matter specifically provided for in this Constitution.

## 9. Duties of Office Bearers

- 9.1. The duties of the Presidency shall be:
  - 9.1.1. President – The President shall preside at every General Meeting of the Forum and at every Council or National MANCO Meeting at which he/she is present, enforce observance of the Constitution of the Forum, sign minutes of meetings after confirmation, generally exercise supervision over the affairs of the Forum and perform such other duties as by usage and custom pertain to the office, provided that such duties are not in conflict with any provision of the Constitution;
  - 9.1.2. Deputy President – The Deputy President shall exercise the powers and perform the duties of the President in the absence of the latter or which have specifically been delegated or assigned to him/her by the President; and
  - 9.1.3. Vice-President – The Vice-President shall exercise the powers and perform the duties of the President in the absence of the latter and the Deputy President or which have specifically been delegated or assigned to him/her by the President.
  - 9.1.4. Acting President – In the event of the President, the Deputy President and the Vice-President being unable, either temporarily or permanently, to perform their duties, the



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Council shall appoint the Continuity Advisor and in the event of his/her unavailability, a member of the Council to act as president until the President, Deputy President or Vice-President is able to resume his/her duties or until the next election, as the case may be.

9.1.5. Continuity Advisor - The Continuity Advisor shall play an advisory role in order to ensure continuity and preservation of Institutional memory.

9.2. Duties of the Chief Executive Officer

9.2.1. The Chief Executive Officer appointed in terms of Clause 8.1.8 shall:

9.2.1.1. hold the office of Secretary and exercise the functions of the Secretary in terms of the Labour Relations Act 1995 and be the chief accounting officer of the Forum and as such no financial commitments shall be made on behalf of the Forum without him/her being consulted.

9.2.1.2. attend, as a full member, all General Meetings of the Forum and all meetings of the National MANCO and Council, he/she shall receive requisitions for meetings, issue notices of meetings and keep and issue the minutes of the proceedings and resolutions of all General Meetings of the Forum and meetings of the National MANCO and Council;

9.2.1.3. appoint and dismiss employees of the Forum as per approved policies, fix their conditions of employment, define their duties and be in charge of and direct such employees.

9.2.1.4. appoint all service providers of the Forum, determine or consent to their conditions of service, with due regard to budgetary considerations;

9.2.1.5. ensure the development, implementation and observance of good corporate governance standards and financial controls;

9.2.1.6. act as a custodian of the SAFCEC Constitution and advise accordingly in the event of any breaches thereof;

9.2.1.7. conduct all correspondence of the organisation, keep originals of letters received and copies of those dispatched and at each meeting of the Executive Committee report on the correspondence which has taken place since the previous meeting;

9.2.1.8. be responsible for keeping a register of members and recording every member's address, the date of admission, subscriptions and levies paid by each member and, in the event of resignation, suspension or expulsion of a member, the date thereof;

9.2.1.9. be responsible for keeping proper books of account, collection of subscriptions and levies, banking all moneys received within 7 (seven) days of receipt, submitting reports in regard to the financial position of the Forum at each meeting of the Council other than a Special Meeting, preparing or causing to be prepared the balance sheet and statement of income and expenditure referred to in Clause 15.8, arranging for the audit by the persons appointed in terms of Clause 6.1 and making available to all members true copies of the audited annual accounts together with the auditors' report thereon;



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- 9.2.1.10. take the necessary steps to ensure that the requirements of Sections 98, 99 and 100 of the Labour Relations Act, 1995, are complied with;
- 9.2.1.11. generally, perform such other duties as the Council or a General Meeting may from time to time determine.
- 9.2.1.12. Not commit the Forum to any short- or long-term financial liability above his/her delegated powers, without the express consent of the National MANCO as defined in Clause 11.
- 9.2.1.13. In the event that he/she wishes to resign, give notice in writing to the President. The notice period shall be mutually agreed. Similarly, his/her services may be terminated, on good cause shown, after a period of notice has been given to him/her, provided that he/she may be dismissed summarily by the Council for serious neglect of duty or misconduct, following due process;
- 9.2.1.14. Ensure that other senior staff members shall represent members in respect of all issues relating to the rights and functions of the Employers organisation, as and when required by the him/her and/or National MANCO.

#### 10. General provisions applicable to Standing Committees

- 10.1. Standing Committees will be established by council.
- 10.2. Each standing committee that is established will have a specific mandate and will report and give recommendations to National MANCO.
- 10.3. No standing committee may make any decision that binds the Forum outside its given mandate.
- 10.4. Each standing committee that is established will consist of however many members National MANCO deems appropriate as long as such members have consented to be co-opted thereto.
- 10.5. The Chairperson of the standing committee will be determined by a vote of the members of the specific standing committee
- 10.6. Every standing committee shall each meet at least once every 3 (three) months on such dates and at such times as shall be decided by the standing committee concerned. All matters on which a decision has to be taken at any meeting of any such standing committee shall be decided by the majority of ordinary members present voting by a show of hands.
- 10.7. The Chairperson of a meeting of a standing committee shall have both a deliberative vote and a casting vote.
- 10.8. Subject to the provisions of Clause 10.5 any standing committee of the Forum may make such regulations as it thinks appropriate as to the summoning and holding of its meetings and the transaction of business thereat; provided that the Chairperson of such standing committee may convene a special meeting of such standing committee at any time.
- 10.9. No business may be transacted at any meeting of any such standing committee unless a quorum is present. For this purpose, 3 (three) Ordinary members that have been co-opted to the standing committee will constitute a quorum.



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- 10.10. Such a representative or alternate representative may attend by invitation any meeting of the standing committee by which such representative or alternate representative was co-opted and may take part in discussion but may not vote.
- 10.11. Any member of any standing committee shall have the power at any time to appoint, by notice in writing to the Chairperson, any person to act as alternate member in such member's place at any meeting of the standing committee concerned at which such member shall not be present and to act on such member's behalf for the purpose of signing any resolution contemplated in Clause 10.8. Any alternate member so appointed shall, whilst so acting in the place of a member of any standing committee, hold office as a member of the standing committee concerned. The appointment of any alternate member by the Chairperson of any standing committee shall not entitle the person so appointed to act as Chairperson at any meeting of the standing committee concerned and the Chairperson of such meeting shall be elected in accordance with Clause 10.5. If a member who appointed an alternate member ceases to be a member of the standing committee concerned or gives notice in writing to the Chief Executive Officer of the withdrawal of the appointment of such alternate member, the appointment of such alternate member shall cease.
- 10.12. A yearly roster of all standing committee meetings shall be distributed at the beginning of each year and at least 2 (two) weeks' notice in writing of each meeting of a standing committee or such shorter period of notice as the Chairperson of the standing committee concerned, or the standing committee itself shall decide, shall be given to the members thereof by the Chief Executive Officer or delegated officials, provided that such shorter period of notice, if given, shall not be less than 3 (three) days which are reasonably necessary to permit the members to attend the meeting concerned.
- 10.13. The Chairperson of any meeting of a standing committee shall be responsible for the conduct of the meeting and shall, subject to the provisions of these Clauses, determine the procedure to be followed at the meeting.
- 10.14. Recommendations of a standing committee and being not fewer in number than are sufficient to form a quorum shall be as valid as if it had been passed at a meeting of the standing committee concerned, duly called and constituted. Such recommendations shall be signed by the Chairperson of the relevant standing committee for onward transmission to National MANCO or Council, whichever the case may be.
- 10.15. A member of a standing committee shall be entitled to resign at any time from membership of the standing committee concerned upon written notice to the Chairperson, who will accordingly notify the Chief Executive Officer.
- 10.16. A member of a standing committee shall cease to hold office as a member of the standing committee concerned:
- 10.16.1. upon resignation;
  - 10.16.2. upon ceasing to hold the qualification necessary in terms of these Clauses for appointment to the standing committee concerned; or

- 10.16.3. upon being absent without leave of absence duly granted by the relevant standing committee concerned from 3 (three) consecutive meetings of the standing committee concerned.

## 11. National Management Committee

- 11.1. At each Annual General Meeting a National MANCO shall be formed to oversee the Forum's affairs between meetings of the Council and it shall hold office until the next Annual General Meeting.
- 11.2. The National MANCO shall consist of 11 (eleven) members as follows: the President; the Deputy President; the Vice-President; and the branch chairpersons or their appointed representative; Continuity Advisor; Chief Executive Officer, plus not more than 2 (two) members of executive management.
- 11.3. National MANCO shall at all times have no less than 2 (two) members from designated groups. 3 (three) members of the National MANCO participating in any meeting of the National MANCO shall be a quorum, provided that 2 (two) of whom shall be non-executive Council members. The Chief Executive Officer together with 2 (two) members of the executive management may not by themselves alone constitute a quorum, nor shall a meeting be properly constituted in the absence of the Chief Executive Officer or at least one of his/her designated management executives.
- 11.4. The National MANCO shall meet and function as determined by the Council from time to time and shall have such powers as are delegated to it by the Council in terms of Clause 8.1.12.
- 11.5. In the case of vacancies in the office of President, Deputy President, Vice-President arising in between Annual General Meetings, the new incumbents shall become members of the National MANCO and hold office until the first ensuing Annual General Meeting.

## 12. Establishment and functioning of Branches

- 12.1. The Council shall define the area of jurisdiction of a Branch, established in terms of Clause 8.1.3.
- 12.2. Members of a Branch shall be those members of the Forum situated or operating in the area of jurisdiction of a Branch. Every member of a Branch shall notify the Branch Manager of its postal address and any changes thereof. The Branch Manager will forward such details to the Chief Executive Officer for record keeping.
- 12.3. Meetings of a Branch shall be held from time to time, but not less than 3 (three) times a year on dates to be fixed by the Branch Chairman to conduct the business of the Branch. A Special Meeting of a Branch shall be called by the Branch Chairman whenever he deems it advisable or by the Branch Manager upon receiving a requisition to that effect, specifying the object of such meeting and signed by not less than 3 (three) members of the Branch.
- 12.4. Every member of a Branch shall be entitled to attend the meetings of the Branch and 5 (five) members of a Branch shall be a quorum at a meeting of the Branch.



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- 12.5. Each member shall be represented at general meetings of the Branch by the representative of such member or, in the absence of such representative, by the alternate representative of such member, duly appointed in terms Clause 4.3.
- 12.6. The representative or, in the absence of such representative, the alternate representative of any member, shall be entitled to take part in the discussions at all general meetings of the Branch. If the representative of a member is present at any general meeting, the alternate representative of that member may also be present and may take part in the discussions, but shall not vote at the meeting on behalf of the member concerned. An alternate representative of a member, while acting in the place of the representative of that member, shall exercise all the duties, powers and functions of such representative.
- 12.7. At a meeting of a Branch a Chairperson and one or more Deputy Chairpersons shall be elected from amongst the members of the Branch to hold office for a period of 1 (one) year and shall be eligible for re-election. A Chairperson or Deputy Chairperson shall vacate his/her office on resigning or on himself/herself or the member which he/she represents ceasing to be a member of the Branch.
- 12.8. The Chairperson of a Branch shall chair every meeting of the Branch at which he/she is present, enforce observance of the Constitution of the Forum, generally exercise supervision over the affairs of the Branch, liaise with the Chief Executive Officer and perform such other duties as by usage and custom pertain to the office. A Deputy Chairperson of a Branch shall exercise the powers and perform the duties of the Chairperson in the absence of the latter.
- 12.9. A Branch may appoint such Branch Committees as it sees fit.
- 12.10. An employee of the Forum shall be the Regional Manager of a Branch. He shall attend all meetings of the Branch, receive requests for meetings, issue notices of meetings and keep and issue the minutes of the proceedings and resolutions of all such meetings. He shall keep and maintain a register of the names and addresses of the members of the Branch and shall give members not less than 14 (fourteen) days written notice of every meeting of the Branch: Provided that in the case of Special Meetings such shorter notice as may be decided by the Chairperson of the Branch shall be given. Generally, he shall perform such other duties as the Council or a meeting of the Branch may from time to time determine.
- 12.11. Subject to the approval of the Regional MANCO and the provisions of Clause 16, a Branch may appoint persons to represent the Branch on other bodies with which it is or may be cooperating in the area of jurisdiction of the Branch.
- 12.12. If any member, having been given notice, in writing, by the Chief Executive Officer of the amount of any subscription due by such member and the date on which such subscription is payable, has failed to pay the amount concerned within 3 (three) months of that date and the subscription is still outstanding on the date for which any general meeting of the Branch is originally called, the representative of that member shall not be entitled to be present at or take part in the proceedings of the meeting or any adjournment thereof nor to vote thereat; provided that the provisions of this Clause shall not apply to any representative of any member who has failed to



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pay the amount of any such subscription by reason of the fact that a request, lodged in terms of Clause 5.1, that the basis on which such subscription has been calculated or the amount of such subscription be reviewed, has not yet been considered and disposed of by the National MANCO.

- 12.13. All matters on which a decision has to be taken at any general meeting of the Branch (including the election of Chairperson and the election of members of the Branch Council) shall be decided on a show of hands, a declaration by the Chairperson that a resolution has or has not been carried, on a show of hands, shall be final.
- 12.14. Members wishing to bring business before the Forum at any Branch General Meeting shall lodge notice in writing, to the Regional Manager of intention to move the discussion of such business, at least 14 (fourteen) days before the date of the meeting at which such business is proposed to be brought forward. The only business which shall be dealt with at a branch special general meeting shall be the business for the consideration of which the meeting was convened.
- 12.15. The Chairperson of a branch general meeting, may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

### 13. Execution of documents

- 13.1. All powers of attorney, bonds, deeds and other formal documents, the execution of which has been authorised by a General Meeting or the Council, shall be signed by the President and the Chief Executive Officer or 2 (two) persons lawfully acting in their stead, and appointed for that purpose by a General Meeting or the Council.
- 13.2. Cheques drawn on the account of the Forum shall be signed in accordance with Clause 8.1.10.

### 14. Service on notices

- 14.1. Every member shall register with the Chief Executive Officer an address for the receipt of communications and, except where otherwise provided in this Constitution, notices may be served upon any member either electronically via e-mail or by sending them through the post, in a stamped letter addressed to such member at the address last notified in terms of Clause 4.3.5. Should a member fail to notify its change of address it shall be deemed to have waived its right to receive notices.
- 14.2. National MANCO shall observe any obligations conferred on the employers' organisation by the Act SS 95-111 of the Labour Relations Act.
- 14.3. National MANCO shall have the duty to keep records in terms of Sections 98 and 99 of the Labour Relations Act.
- 14.4. National MANCO shall have the duty to provide information to the Registrar in terms of Section 100 by 31 March each year, as required.



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## 15. Finance

- 15.1. The Chief Executive Officer shall keep or cause to be kept proper books of account of all moneys received and expended and of all assets and liabilities of the Forum.
- 15.2. All amounts collected on behalf of the Forum shall be deposited in a banking account.
- 15.3. The funds of the Forum shall be applied to the payment of expenses, the acquisition of property, the attainment of the objects set forth in Clause 3 and such other purposes as may be decided upon by a General Meeting or by members voting by ballot for the attainment of the said objects.
- 15.4. A budget of the estimated income and expenditure of the Forum for the ensuing financial year shall be prepared by the Chief Executive Officer and approved by the Council with or without amendment before the beginning of the financial year. Payment for any item of expenditure not provided for in the budget shall require the prior approval of the Council if the amount is in excess of the amount determined by the Council in this connection from time to time.
- 15.5. Payments shall be authorised and effected by any 2 (two) of the persons appointed in terms of Clause 8.10 subject to the Delegation of Authority Policy.
- 15.6. A General Meeting may at any time during any period of 12 (twelve) months, with a view to securing funds for any particular purpose falling within any of the object specified in Clause 3, impose on all members a levy not exceeding 10% (ten per cent) of the subscription for the current financial year of each member provided that notice of the proposed levy appeared in the agenda for the meeting.
- 15.7. By decision of the Council, specific services for which a separate fee will be charged may be rendered to certain members or to persons who are not engaged in the civil engineering contracting industry.
- 15.8. A balance sheet and a statement of income and expenditure in respect of each financial year shall be prepared and the annual accounts shall be audited by the persons appointed in terms of Clause 6.1. True copies of the audited annual accounts for each year and of the auditors' report thereon shall be made available to all members.
- 15.9. In accordance with the provisions of the Labour Relations Act, 1995, the secretary shall prepare a statement of income and expenditure and a balance sheet in respect of each financial year. Such statements and balance sheets shall be audited and within 30 (thirty) days of receipt thereof the secretary shall provide the registrar with a certified copy of the auditor's report and the financial statements.
- 15.10. National MANCO shall, subject to the direction of a general meeting, have the power to invest surplus moneys in such a manner that the organisation stands to benefit from such investments.
- 15.11. The liability of members in respect of expenses of the Forum other than expenses to be met by means of levies shall be limited to their subscriptions.
- 15.12. A member who resigns or is expelled from membership shall have no claim on the funds of the Forum as and from the date on which the resignation or expulsion took place.



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## 16. Representation on other organisations

- 16.1. Persons appointed by the Regional or National MANCOs to represent the Forum on other bodies shall serve in that capacity and not as individuals. Such persons shall carry out the instructions of the Forum and promote, encourage and protect the interests of the Forum in all matters appertaining to their appointment, and he/she or they shall cease to represent the Forum at its discretion or on resigning by giving 1 (one) weeks' notice to the Chief Executive Officer. When occasion arises, which prevents such appointed persons from serving, they shall be deemed to have resigned and a new person or persons shall be appointed.

## 17. Representation on Bargaining and Statutory Councils

- 17.1. A General Meeting may at any time decide that the organisation shall become a party to a bargaining or statutory council established in terms of the Labour Relations Act, 1995.
- 17.2. Nominations of Candidates for election as representatives and alternates on any such Council shall be called for from the branches.
- 17.3. Representatives on a bargaining or statutory council may be removed at a General Meeting or may resign by giving 3 (three) months' notice to the National MANCO through the Chief Executive Officer or such other period of notice as may be prescribed in the Constitution of the Council concerned.
- 17.4. In the event of the resignation or death of a representative or his/her removal by a General Meeting the vacancy shall be filled by National MANCO in consultation with the relevant branch pending the next General Meeting.
- 17.5. Representatives shall have full power to enter into agreements on behalf of the Forum within the given mandate.
- 17.6. A member, office bearer or official of SAFCEC is not personally liable for any loss suffered by any person as a result of an act performed or omitted in good faith while performing their functions.

## 18. Ballots

- 18.1. In addition to those cases in respect of which the taking of a ballot is compulsory in terms of this Constitution, an electronic or postal ballot on any question shall be taken if a General Meeting or the Council so decide, and shall also be taken:
- 18.1.1. if demanded in writing by not less than 10% (ten per cent) of the members of the Forum in good standing, or
- 18.1.2. on any proposal to declare or take part in a lock-out.
- 18.2. Every member in good standing present at a ballot or represented in accordance with Clause 6.10 shall be entitled to one vote on the following basis:



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- 18.2.1. The fixed fee for emerging members shall be the basis of determining the total votes allocated to a member. The subscription of the lowest category in terms of the approved Fee Structure shall entitle the member to one vote. Votes for the other members shall be allocated in accordance with the fees paid to date divided by the value of the minimum fee paid by the lowest category of member. By way of example if the lowest category of membership pays an annual subscription of R 5000 and another category R 750 000 then the member in the first category is entitled to 1 (one) vote and the member in the second to 150 (one hundred and fifty) votes.
- 18.2.2. Manual Ballots, other than postal ballots, shall be conducted in the following manner –
- 18.2.3. notice of a ballot shall be given to each member of the Forum in writing by the Chief Executive Officer at least 14 (fourteen) days before the ballot is to be taken: Provided that a ballot may be taken without notice at any General Meeting on the decision of a majority of the members present;
- 18.2.4. 2 (two) scrutineers shall be appointed by a General Meeting or the Council to supervise any ballot and to ascertain the result thereof;
- 18.2.5. ballots shall be conducted at the place, on the date and during the hours as may be specified in the notice referred to in Clause 18.2.3.
- 18.2.6. ballot papers shall be provided by the Chief Executive Officer and, except in the case of a ballot taken without notice in terms of Clause 18.2.3., the issue to be voted upon shall be set forth clearly on the ballot papers and such papers shall not contain any information by means of which it would be possible to identify the voters;
- 18.2.7. a ballot box shall be provided by the Chief Executive Officer and, after inspection by the scrutineers, shall be sealed by the Chief Executive Officer in their presence prior to the ballot being taken;
- 18.2.8. each member entitled to vote shall upon demand at the place and during the hours fixed for the taking of the ballot, in the presence of the scrutineers, be issued with a ballot paper which shall not be marked in any such way as to identify the voter, but marked only with the appropriate number of votes in accordance with Clause 18.2 which he shall thereupon complete, fold and deposit in the ballot box provided for the purpose;
- 18.2.9. ballot papers shall not be signed or marked by a member in any way apart from the mark required to be made by him/her in recording his vote, and papers bearing any other marks shall be regarded as spoilt and shall not be counted;
- 18.2.10. on completion of the ballot or as soon thereafter as may be practicable, the result thereof shall be ascertained by the scrutineers in the presence of the Chief Executive Officer or an employee thereto charged by him/her and made known through the Chief Executive Officer and in the case of the elections the candidates up to the required number receiving the highest number of votes shall be declared elected; and



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- 18.2.11. after the result of the ballot has been ascertained, the ballot papers, including any spoilt papers, shall be placed in a container which, after having been sealed, shall be retained by the Chief Executive Officer for not less than 3 (three) years.
- 18.3. Notwithstanding anything elsewhere provided in the Constitution, any issue whatsoever may at the discretion of a General Meeting or the Council be referred to the general membership of the Forum for decision by any ballot system.
- 18.4. The online ballot system will be conducted in the following manner:
- 18.4.1. notice of the issue to be decided shall be given by the Chief Executive Officer via email to all members of the Forum in good standing at the time of the ballot;
- 18.4.2. together with the notice of the issue to be decided, the Chief Executive Officer shall send to each member of the Forum a link to the online ballot;
- 18.4.3. the online ballot will allow each member of the Forum in good standing to place their vote once;
- 18.4.4. a General Meeting or the Council shall determine a closing time and date by which all online ballots must be complete, provided that such date shall not be fixed to occur within 10 (ten) days from the date on which the notice, referred to in Clause 18.4.1, had been given;
- 18.4.5. 2 (two) scrutineers shall be appointed by a General Meeting, the Council, or the Chief Executive Officer to supervise the result thereof
- 18.5. The scrutineers shall:
- 18.5.1. determine the names of members in good standing;
- 18.5.2. on the closing date, at the appointed hour, log in to the ballot system at the Forum's office and download the result of the ballot in the presence of the Chief Executive Officer or an employee thereto charged by him;
- 18.5.3. the result of the online ballot shall as soon as practical be communicated by the Chief Executive Officer to all members of the Forum by circular notice.
- 18.6. The Council shall be bound to act according to the decision of a majority of the members voting in a ballot.
- 18.7. The Forum shall, before calling a lock-out, conduct a ballot of those of its members in respect of whom it intends to call the lock-out.
- 18.8. Notwithstanding anything to the contrary in this Constitution, members of the Forum shall not be disciplined or have their membership terminated for failure or refusal to participate in a lock-out if:
- 18.8.1. no ballot was held about the lock-out; or
- 18.8.2. a ballot was held but a majority of the members who voted did not vote in favour of the lock-out.

## 19. Discipline

- 19.1. A member may be reprimanded, suspended or expelled as may be determined by the Council:



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- 19.1.1. if it fails, within 30 (thirty) days after having received written notice from the Chief Executive Officer to that effect, to pay any subscription, levy or fee which is more than 3 (three) months in arrear; or
- 19.1.2. if it infringes any of the terms of this Constitution or of any by-law framed in terms of Clauses 23 and 24, acts in a manner which is detrimental to the interests of the Forum or ceases to fulfil the conditions of membership.
- 19.2. No member may be reprimanded, suspended or expelled unless it has been afforded an opportunity at a meeting of the Council, of which it has received not less than a month's notice in writing from the Chief Executive Officer, of being heard, either personally or by a person qualified under Clause 6.10 to represent the member at a General Meeting. The matter with which the member is charged shall be set out in such notice.
- 19.3. A member who has appeared before the Council in accordance with Clause 19.2 shall have the right of appeal against any decision by the Council to the first ensuing General Meeting. Notice of such appeal, stating the grounds of appeal, shall be given in writing to the Chief Executive Officer within a month of the date on which the decision of the Council was communicated to the member concerned. Unless such notice is given within the period stipulated, the right of appeal shall be deemed to have lapsed. The member concerned shall have the right to state its case personally to the General Meeting which shall then act in terms of Clause 19.5.
- 19.4. A member shall be entitled to call witnesses in support of its case when attending a meeting of the Council or a General Meeting in terms of Clauses 19.2 or 19.3, as the case may be.
- 19.5. Any decision taken by the Council in terms of this Clause shall, when an appeal has been lodged, be subject to ratification, variation or reversal by a General Meeting.
- 19.6. A member shall not be entitled to any of the Benefits of membership, including the right to vote, during any period while it is under suspension in terms of Clause 19.1, but shall still be subject to all the obligations of membership.
- 19.7. Any notice required to be sent to a member in terms of Clauses 19.1 and 19.2, shall be regarded as delivered if posted under registered cover to the address furnished by such member in terms of Clause 4.3.5.
- 19.8. Upon expulsion of a member, all moneys due to the organisation by such member shall become payable. If payment thereof is not made within 30 days, the Executive Committee may take such steps as it deems necessary to secure a settlement.

## 20. Termination of membership

- 20.1. Membership shall cease:
- 20.1.1. if the member, being a limited liability company or close corporation, be wound up (except for the purpose of reconstruction) or dissolved;
- 20.1.2. if the member, being an individual or partnership, becomes bankrupt or makes an assignment in favour of his or its creditors;



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- 20.1.3. if the member, being an individual, dies or becomes of unsound mind;
  - 20.1.4. if a change in the effective control of a member occurs, unless its continued membership is approved by the Council;
  - 20.1.5. if the member resigns from the Forum: Provided that a member wishing to resign shall give at least three months' notice in writing to the Chief Executive Officer and shall pay prior to the expiration of such notice any subscription, levy or fee, due or to become due from such member up to the expiration of the notice;
  - 20.1.6. subject to the provisions of Clause 19, if the Council passes a resolution that it is undesirable in the interest of the Forum that such member shall remain a member; or
  - 20.1.7. subject to the provisions of Clause 19, if the Council orders the name of the member to be removed from the register of members which is kept in terms of Clause 9.2.1.8, by reason of any subscription, levy or fee payable by such member remaining unpaid at the end of the financial year in which it is due.
- 20.2. no member upon ceasing to be a member of the Forum shall have any interest in or claim upon the Forum or its funds.

## 21. Removal of Office Bearers

- 21.1. An office-bearer may be removed from office:
  - 21.1.1. if he/she infringes any provision of this Constitution; or
  - 21.1.2. if he/she acts in a manner which is detrimental to the interests of the organisation.
- 21.2. No office-bearer may be removed from office unless he/she has been afforded the opportunity to state his/her case personally at a meeting of the Council.
- 21.3. An office-bearer who has appeared before the Council and who is dissatisfied with the decision of the committee shall have the right to appeal to the first ensuing General Meeting of the organisation.
- 21.4. Notice of appeal shall be given to the Chief Executive Officer, in writing, within 30 (thirty) days of the date on which the decision of the Council was communicated to the person concerned.
- 21.5. The General Meeting may confirm or reverse the decision of the Council and the decision of the General Meeting shall be final.

## 22. Amendment of Constitution

- 22.1. Proposed amendments, alterations, repeals of or additions to any of the provisions of this Constitution shall be circulated to the members at least 30 (thirty) days prior to any annual or special general meeting.
- 22.2. No amendment, alteration, repeal of or addition to any of the provisions of this Constitution save by special resolution duly carried by a majority of not less than two-thirds of the representatives of ordinary members in good standing present at an Annual General Meeting (AGM), or Special General Meeting (SGM) of the Forum called for that purpose, of which at least 14 (fourteen)



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days' notice, in writing, has been given by the Chief Executive Officer to each member. Votes shall be allocated in terms of Clause 18.2.

- 22.3. Upon any such amendment, alteration, repeal of or addition to the provisions hereof, being made as aforesaid, the same shall be deemed to be incorporated in and form part of the provisions of this Constitution, in the same manner in all respects as though originally inserted herein, and shall be binding upon all members of the Forum without any further act of assent thereto, subject, however, to the provisions of Section 101 of the Labour Relations Act, 1995, or any law in substitution thereof.
- 22.4. Any amendments to this Constitution will only take effect from the date of certification by the Registrar in terms of Section 101 of the Labour Relations Act, 1995, the certified copy of which shall be made available to each member.

### 23. By-Laws

- 23.1. By-laws not inconsistent with the provisions of this Constitution, the Labour Relations Act 1995 or any other Law, and providing for matters of mutual interest to members may be framed at a General Meeting at which not less than two-thirds of the members in good standing present approve of any such by-law.
- 23.2. No amendment, alteration, repeal of or addition to any of the provisions of any bylaw shall be made save by special resolution duly carried by a majority of not less than two-thirds of the members in good standing at a General Meeting.
- 23.3. Upon any by-law being framed in terms of Clause 23.1 or upon any amendment, alteration, repeal of or addition to any of its provisions being made in terms of Clause 23.2, the same shall be binding upon all members of the Forum without further or special act of assent thereto.

### 24. General

- 24.1. Whenever it appears that through inadvertence, negligence or due to any other cause, any of the terms of the Constitution have not been observed by the members, office-bearers or employees of the Forum, and as a result of such non-observance of the Forum is unable to function constitutionally in any respect, either wholly or partly, by reason of:
- 24.1.1. the non-existence of the Council through lapse of time and failure to elect the successor to the said Council as required by the Constitution;
- 24.1.2. any vacancy in any office which the Forum is unable at any time to fill for reason of the requirements of this Constitution; or
- 24.1.3. any other set of circumstances arising by reason of such non-observance;
- 24.1.4. any office bearer or member of the Forum or the Chief Executive Officer may report the circumstances to the Registrar of Industrial Relations, who may, if he is satisfied that the Forum but for such non-observance would be capable of functioning and that the majority of members thereof are desirous that it should continue to function, issue such directions



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as to the procedure to be observed in order to enable the Forum to function as he may deem desirable: Provided that in doing so the Registrar shall devise a procedure which shall as nearly as possible, having regard to the circumstances, conform to the provisions of this Constitution and provided further that any action taken by the Registrar in terms hereof shall not prejudice any claim of a creditor of the Forum.

## 25. Winding up

- 25.1. The Forum shall be wound up if at a Special General Meeting or Annual General Meeting called for that purpose a majority of the total number of members of the Forum vote in favour of a resolution that the Forum be wound up or, subject to the provisions of Clause 23 and 24, if for any reason the Forum is unable to continue to function or pursuant to an order of court in terms of Section 103(1) of the Labour Relations Act, 1995. There must be a quorum of at least 40% (forty percent) of the full members of the Forum present at the meeting. In addition, for the resolution to be effective the number of votes must be more than 40% (forty percent) of the total votes available in terms of clause 18.2.
- 25.2. If a resolution for the winding-up of the Forum has been passed as provided in Clause 25.1 or if for any reason the Forum is unable to continue to function and subject to Section 103 of the Labour Relations Act, 1995, the following provisions shall apply:
- 25.2.1. The last elected President of the Forum, or if he/she is not available, the available members of the last elected Council shall forthwith transmit to the Labour Court a statement signed by him/her or them setting forth the resolution adopted or the reasons for the Forum's inability to continue to function, as the case may be, and the available members of the Forum shall at a Special General Meeting convened for that purpose appoint a trustee to carry out the winding up. The trustee shall not be a member of the Forum and shall be paid such fees as may be agreed upon between him/her and the said members of the Forum. Should the parties fail to agree upon the fees to be paid, the Registrar shall fix the basis on which the trustee shall be paid.
- 25.2.2. The trustee so appointed shall call upon the Chief Executive Officer to deliver to him/her the Forum's books of accounts, showing the Forum's assets and liabilities together with the register of members showing for the 12 (twelve) months prior to the date on which the resolution for winding up was passed or to the date as from which the Forum was unable to continue to function, as the case may be, hereinafter referred to as the date of dissolution, the subscriptions and levies paid by each member and his or its address as at the said date.
- 25.2.3. The trustee shall also call upon the Chief Executive Officer to hand over to him/her all unexpended funds of the Forum and to deliver to him/her the Forum's assets and the documents necessary in order to liquidate the assets.



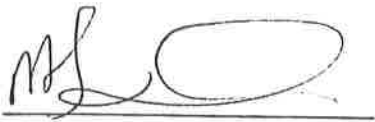
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- 25.2.4. The trustee shall take the necessary steps to liquidate the debts of the Forum from its unexpended funds and any other moneys realised from any assets of the Forum and if the said funds and moneys are insufficient to pay all creditors after the trustee's fees and the expenses of winding up have been met, the order in which the creditors shall be paid shall, subject to the provisions of paragraph (f), be the same as that prescribed in any law for the time being in force relating to the distribution of the assets of an insolvent estate and the trustee's fees and the expenses of winding up shall rank in order of preference as though he were a trustee of an insolvent estate and as though the expenses were the costs of sequestration of an insolvent estate.
- 25.2.5. After the payment of all the liabilities any assets that cannot be disposed of in accordance with the provisions of this clause shall be realised by the liquidator and the proceeds paid to the Commission for Conciliation, Mediation and Arbitration in accordance with Section 103(5) of the Labour Relations Act, 1995.
- 25.2.6. The liability of members shall for the purpose of this section be limited to the amount of subscriptions and levies due by them to the Forum in terms of this Constitution as at the date of dissolution.

## 26. Interpretation

- 26.1. In some cases of doubt as to the meaning or interpretation of any of the provisions of the Constitution or any by-law or regulation, the interpretation of the majority of the Council shall be final and binding on all members, provided that any ruling given by the Council may subsequently be amended by a General Meeting.



PRESIDENT



CHIEF EXECUTIVE OFFICER

DATE: 02 March 2023

(Original signed by President of SAFCEC, and Chief Executive Officer, on 02 March 2023)



October 2022



**SAFCEC**  
QUALITY SERVICE

SAFCEC FEE proposal to Council for implementation in July 2014

Please note all fees exclude VAT

### SAFCEC FEES FOR EMERGING MEMBERS

Classification of Emerging Contractor is that they must be in cidb grades 1 - 5 and have a turnover less than R5 million

Grade 1 - 3	1 600
Grade 4	3 200
Grade 5	5 300

### Subscription Fees for Full Members

Full Members in cidb grades 1 - 5 will pay a fixed subscription fee and will not need to submit a turnover declaration

cidb 1	5 300.00
cidb 2	6 300.00
cidb 3	7 400.00
cidb 4	8 400.00
cidb 5	9 500.00

### SAFCEC FEES FOR ASSOCIATE MEMBERS

R9 500 per annum

Turnover Parameters	Fee
20 000 000 and above	21 000.00
19 000 000 to 19 999 999	20 000.00
18 000 000 to 18 999 999	19 000.00
17 000 000 to 17 999 999	18 000.00
16 000 000 to 16 999 999	17 000.00
15 000 000 to 15 999 999	16 000.00
14 000 000 to 14 999 999	15 000.00
13 000 000 to 13 999 999	14 000.00
12 000 000 to 12 999 999	13 000.00
11 000 000 to 11 999 999	12 000.00
Below 11 000 000	11 000.00

**cidb 6 - Members will pay a minimum subscription fee of R11 000 and a maximum of R21 000 per annum**

cidb 7 - Members in this grade will pay a minimum subscription fee of R25 000 per annum and a maximum of R265 000 per annum						
Cat	Turn Over Parameters		Minimum	Base	Add-on	Maximum
	More than	Up to				
C0	350 000 000	and above	265 000	265 000	0.000%	265 000
D0	300 000 000	350 000 000	241 000	241 000	0.048%	265 000
E	100 000 000	300 000 000	105 000	105 000	0.068%	241 000
F	50 000 000	100 000 000	58 000	58 000	0.094%	105 000
G	20 000 000	50 000 000	25 000	25 000	0.110%	58 000
H	Below	20 000 000	25 000	25 000	0.000%	25 000

cidb 8 - Members in this grade will pay a minimum subscription fee of R58 000 per annum and a maximum of R427 000 per annum						
Cat	Turn Over Parameters		Minimum	Base	Add-on	Maximum
	More than	Up to				
B0	750 000 000	and above	427 000	427 000	0.000%	427 000
C1	500 000 000	750 000 000	337 000	337 000	0.036%	427 000
D	300 000 000	500 000 000	241 000	241 000	0.048%	337 000
E	100 000 000	300 000 000	105 000	105 000	0.068%	241 000
F	50 000 000	100 000 000	58 000	58 000	0.094%	105 000
G1	Below	50 000 000	58 000	58 000	0.000%	58 000

cidb 9 - Members in this grade will pay a minimum subscription fee of R105 000 per annum and a maximum of R931 000 per annum						
Cat	Turn Over Parameters		Minimum	Base	Add-on	Maximum
	More than	Up to				
A2	3 000 000 000	and above	931 000	931 000	0.000%	931 000
A1	2 400 000 000	3 000 000 000	841 000	841 000	0.015%	931 000
A	1 500 000 000	2 400 000 000	652 000	652 000	0.021%	841 000
B	1 000 000 000	1 500 000 000	517 000	517 000	0.027%	652 000
C	500 000 000	1 000 000 000	337 000	337 000	0.036%	517 000
D	300 000 000	500 000 000	241 000	241 000	0.048%	337 000
E	100 000 000	300 000 000	105 000	105 000	0.068%	241 000
F1	Below	100 000 000	105 000	105 000	0.000%	105 000

Please note that should a Member Company not have a cidb grading - Management at SAFCEC will allocate a grading based on turnover and the Member Company will pay the fee based on the allocated grading.



**New Categories of Associate Membership -- Annual Fee Structure October 2022**

<b>Category</b>	<b>Proposed fee</b>
Basic Associate Member	As per existing fee structure
JSE Listed Associate Member	R 500 000,00
International Associate Member	R 500 000,00
SOE Associate Member	R 250 000,00