



## CONSTITUTION OF THE ASSOCIATION FOR MONITORING AND ADVOCACY OF GOVERNMENT PENSIONS

### **CLAUSE 1: NAME OF THE ASSOCIATION**

The Association is a voluntary association and is known as “ASSOCIATION FOR MONITORING AND ADVOCACY OF GOVERNMENT PENSIONS”. Short Title: “AMAGP”

### **CLAUSE 2: DEFINITIONS**

‘Financial Year’: The Society's financial year that runs from 1 March to 28 February.

‘Management’: Management of the Association, composed as in clause 6.2.1.1

‘Constitution’: The Constitution of this Association as amended from time to time.

‘Member or Members’: Subscribed members of the Association.

‘Association’: Association for Monitoring and Advocacy of Government Pensions

### **CLAUSE 3: OBJECTIVES OF THE ASSOCIATION**

**3.1** Monitoring, advocacy and reporting of the Government Employees Pension Fund (GEPF), ensuring that the funds are invested and used to the best advantage of the members and their beneficiaries

**3.1.2** Keeping a database of events that will enable the Association to identify and analyze issues for monitoring, advocacy and reporting

**3.1.3** The recruitment of government employees as members of the Association.

**3.1.4** Collaborating with applicable organisations in protection of members’ pensions and benefits.

**3.1.5** Directing the activities of the Association to achieve these objectives.

#### **3.2 Fundamental policy positions of the Association**

**3.2.1** The Association shall under no circumstances participate in any activities with gain, business, profession or occupation in which its individual members are involved, and

**3.2.2** The Association is a non-profit and non-political organization of retired and serving civil servants and therefore not committed to the policy of any political party.

**CLAUSE 4: MEMBERSHIP OF THE ASSOCIATION:** (despite changes of subscribed members the Association will continue in existence under this Constitution)

**4.1** The following persons may apply for membership of the Association:

**4.1.1** all persons who receive a benefit from the Fund, and

**4.1.2** All serving civil servants who contribute to the Fund.

**4.2 Termination of membership:** Membership of members will be terminated whenever a member resigns in writing.

### **CLAUSE 5: SUBSCRIPTIONS**

**5.1** There shall be no membership fees, but donations to the cause are welcome to enable the AMAGP to Monitor and Advocate as defined in our mission.

**5.2** Payment: Donations may be monthly, periodic or once-off as undertaken by individual members.

  
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## **CLAUSE 6: COMPOSITION OF THE ASSOCIATION**

### **6.1 General Meeting**

**6.1.1** The General Meeting consists of all members and is the policy-making body and highest authority of the Association as set out in the constitution. The General Assembly's decisions are binding on all members.

### **6.2 Management**

**6.2.1** The AMAGP Management Committee shall be selected annually i.a.w. its constitution.

**6.2.1.1** The Management Committee shall consist of a National Chairperson, National Deputy Chairperson and up to four (4) Executive members. The committee shall be not less than five (5) members.

**6.2.1.2** A Secretary and/or a Treasurer shall be appointed by Management.

**6.2.1.3** Despite any change of management the Association will continue in existence under this Constitution.

**6.2.1.4 Honorary President.** The General Assembly may, at its discretion, appoint an honorary president as a Special Advisor to management. The honorary president will not have any executive powers.

**6.2.1.6** The National Secretary and/or Treasurer will be responsible –

**6.2.1.6.1** to handle the administration of the Association.

**6.2.1.6.2** in consultation with the National Chairperson, to call all meetings of Management and the General Meeting. Notice of meetings, with an agenda and the minutes of the previous meeting attached, must be given to members at least 21 days before the meeting;

**6.2.1.6.3** to take minutes of the proceedings at all meetings of Management and General Meetings and present these at the next meeting for the purpose of ratification. The Secretary, in consultation with the National Chairperson, conducts all correspondence on behalf of management;

**6.2.1.6.4** to keep a proper inventory of all assets;

**6.2.1.6.5** to properly keep book of the Association's assets;

**6.2.1.6.6** to produce full statements of the Association activities and finances at the end of each financial year and make it available to all members;

**6.2.1.7.7** to deposit monies received on behalf of management in a current or other account in the name of the Association at a recognized commercial bank determined by management;

**6.2.1.6.8** to make payments authorized by management with respect to expenses for the management and administration of the Association;

**6.2.1.6.9** Where necessary, to obtain sponsorships and donations to cover expenses or to promote the objectives of the Association; and

**6.2.1.6.10** to perform any other assignment or task that may be delegated by management.

### **6.2.2 Management functions**

**6.2.2.1** Execute decisions of the General Meeting;

**6.2.2.2** Manage the Association;

**6.2.2.3** Plan, in order to promote the Association's objectives;

**6.2.2.4** Monitor, promote and help to protect the interests of the pension fund members in general, and

**6.2.2.5** Appoint an independent person/s to audit that the financial records of the Association.

### **6.2.3 Quorum**

Three members of management shall constitute a quorum. Any member of Management may request a special meeting of management in writing, giving reasons for the request.

  
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#### **6.4 Work Groups**

The General Assembly and / or management may appoint members to serve on a work group to execute certain tasks or assignments. Such members may be appointed because of their expertise or because they live in an area close to each other. These work groups are free to co-opt knowledgeable people who are not members of the Association if such persons can contribute to the task of the work group assignment.

#### **CLAUSE 7: FINANCE**

**7.1** All income and assets of the Association will be used only to promote the objectives of the Association.

**7.2** Honoraria for the Secretary / Treasurer may be approved by Management on merit.

#### **CLAUSE 8: INCOME AND ASSETS OF THE ASSOCIATION**

**8.1** Members and officials of the Association have no right in respect of the assets of the Association merely on the grounds that they were members or officials.

**8.2** The income of the Association shall only be made available for promoting the objectives of the Association and shall not be paid or distributed directly or indirectly to any person or members or officials of the Association except as reasonable compensation for services rendered to the Association or incurred as reasonable compensation for actual expenses in the interest of the Association.

**8.3** The income of the Association shall consist of:

**8.3.2** Voluntary contributions by members, and;

**8.3.2** Sponsorships and donations from sympathetic organizations.

#### **CLAUSE 9: TAX OF THE ASSOCIATION**

The Association must apply to the Commissioner of the South African Revenue Service to be declared as a public benefit organisation in terms of Clause 30 of the Income Tax Act. Upon receipt of such approval, the Association will be bound by the provisions set out in Appendix B.

#### **CLAUSE 10: POWERS OF THE ASSOCIATION**

The Association has the following powers:

**10.1** To initiate or defend legal proceedings and to settle claims;

**10.2** to invest funds of the Association to the best benefit of the Association;

**10.3** to purchase, acquire, manage, lease, or sell assets for the Association or to deal therewith in any other manner;

**10.4** to donate or transfer assets of the Association to public organizations with a similar purpose as the Association;

**10.5** to use the assets of the Association as security to get loans, and;

**10.6** to carry out the powers and the mandate of the Association.

#### **CLAUSE 11: ADMINISTRATIVE STAFF**

Management may, if the administration of the Association warrants it and funds are available, appoint a person or persons to deal with it on a full-time / part-time basis against compensation.

#### **CLAUSE 12: LEGAL STATUS**

##### **12.1 Legal Personality**

The Association will be able to sue in his own name and be sued, and to acquire hold or dispose of, movable and immovable property,

##### **12.2 Domicilium Citandi et executandi**

**12.2.1** *Domicile Citandi et executandi* of the Association shall be determined by the General

  
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Meeting.

**12.2.2** The Association's jurisdiction covers the Republic of South Africa.

**12.3 Lawsuits**

Any lawsuit brought by or against the Association must be made in its name and no such proceedings may be instituted against a member, simply because of his membership.

**CLAUSE 13: MEETINGS OF THE ASSOCIATION**

**13.1 Annual general meetings**

Annual general meetings, in the form of actual/virtual meetings, shall be held within two months after the Association's financial year. Notices of annual general meetings shall be given to members at least 21 days before the meeting, specifying the place, **if not virtual form**, date, time and agenda of the meeting. The agenda of the annual general meeting shall include the following:

**13.1.1** Approval of the minutes of the previous meeting.

**13.1.2** The Chairperson's report.

**13.1.3** The presentation of the Association's annual financial statements.

**13.1.4** The election of management members.

**13.1.5** The appointment of an internal audit committee or auditors.

**13.1.6** The determination of the domicile citandi of the association.

**13.1.7** Other issues of importance to the Association.

**13.2** Members may arrange meetings and procedures as they deem fit, subject to the following- The Chairperson shall preside at all meetings.

**13.3** General meetings of the Association takes place face to face or electronically, by sharing electronic media that will allow members to be present and participate.

**13.4** If at a general meeting the Chairperson is absent from the meeting or, within 15 minutes after the appointed time, unwilling or unable to act as Chairperson, the deputy Chairperson will take the chair in his place. If neither is available, the members present will select a chairperson for the meeting from their ranks.

**13.5** The quorum for a general meeting of members is 25% of all members, whether physically present or by proxy. If within 15 minutes of the scheduled time for the start of the meeting a quorum is not present, the meeting adjourns for 30 minutes. If at the reconstituted meeting a quorum is still not present or not represented by proxy, the members present shall be deemed to be a quorum for that meeting.

**13.6** Voting at a general meeting will be by a show of hands unless the Chairperson or at least one third of the members present, or represented by proxy, request that the vote on a particular issue will take place by ballot.

**13.7** Each member present or a member represented by proxy shall have one vote.

**13.8** Decisions are taken by a simple majority vote except in cases where the Constitution requires a higher percentage of votes. In a tie vote, the Chairperson has a casting or additional vote.

**13.9** Proper minutes and attendance must be kept of all general meetings. The Chairperson shall sign the minutes which will be available at all times for inspection or copying by any member of the Association.

**13.10 Notice of meetings.**

**13.10.1** All notices to members must be in writing under the Constitution, whether in person, by mail or by electronic communication to the address provided by members.

**13.10.2** The accidental omission of an address for notice to any member shall not invalidate the proceedings of any meeting.

**13.10.3** A member who is present in person at a meeting shall be deemed to have received such a notice.

**13:11 Co-opting**

**13.11.1** Management can co-opt a member of the Association to fill a post which became vacant during one of its members' terms of office.

  
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13.11.2 Management, and a General Assembly, may on an ad-hoc basis, co-opt members and non-members whose knowledge and expertise are applicable to address a specific issue or issues.

**CLAUSE 14: INTERPRETATION**

If any doubt about the interpretation of some of the clauses of the Constitution arise, the interpretation which management will give thereof, shall be final and binding.

**CLAUSE 15: AMENDMENT OF CONSTITUTION**

The Constitution can only be amended during a General Assembly by a two-thirds majority of members present or represented by proxy. Each attendee may hold two proxies. Changes must be submitted to the NPO Directorate of the Department of Social Services.

**CLAUSE 16: DISSOLUTION**

16.1 As and when management, for sufficient reason, deem it necessary or expedient to dissolve the Association, it must give notice to all members. at least six months ahead of time

16.2 If at the dissolution of the Association any assets are left after settling all debts, liabilities, and commitments, such assets to will be presented to a charity of management's choice

**CLAUSE 17: DISCLAIMER**

No member of the Association acting within the scope of the Constitution of the Association is personally liable for any claims, costs or expenses that arise from an unlawful action

  
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## **SCHEDULE B**

**REQUIREMENTS FOR APPROVAL AS PUBLIC BENEFIT ORGANISATIONS** As provided for in Clause 9 of this Constitution, The Association intends to apply to the Commissioner for SARS for approval as a Public Benefit Organisation in terms of Section 30 of the Income Tax Act. Upon approval the Association shall:

1. Be required to have at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of the organisation.
2. Ensure that no single person directly or indirectly controls the decision-making powers relating to the Association.
3. Is prohibited from distributing any of its funds to any person (otherwise than in the course of undertaking any public benefit activity) and is required to utilise its funds solely for the object for which it has been established.
4. Be prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A; provided that a donor may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.
5. Ensure that it is not knowingly a party to, and does not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Act or any other Act administered by the Commissioner.
6. Submit to the Commissioner a copy of any amendment to this constitution.
7. Not pay any remuneration to any employee, office bearer, member or other person, which is excessive, having regard to what is considered reasonable in the sector and in relation to the service rendered.
8. Comply with such reporting requirements as may be determined by the Commissioner.
9. Take reasonable steps to ensure that the funds which it may provide to any association of persons as contemplated in paragraph 10(iii) of Part 1 of the Ninth Schedule of the Act are utilised for the purpose for which they are provided.
10. Has not and will not use its resources directly or indirectly to support, advance or oppose any political party.

  
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