

ARTICLES OF ASSOCIATION OF THE eWASTE ASSOCIATION OF SOUTH AFRICA

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1. NAME, PURPOSE AND STATUS

- 2.1 The name of the section 21 company shall be the EWASTE ASSOCIATION of SOUTH AFRICA (EWASA).
- 2.2 The purpose of the EWASA shall be to represent and promote the interests of its members, which shall be employers active in the Information Technology and Electronics Sector, as provided for in this Articles of association.
- 2.3 The status of the EWASA, as an employers' organisation shall be that of a Section 21 company established 'not for gain', with perpetual succession, and capable of entering into contractual and other relationships, and of suing and being sued in its own name.

2. DEFINITIONS

- 1.1 Notwithstanding any definitions appearing below, any expression used in this articles of association that is defined in the Labour Relations Act, 1995 (Act No. 66 of 1995), as amended, (the Act) shall have the same meaning as in the Act.
- 1.2 The term "employer", unless inconsistent with the context, shall mean any person or organisation, including the State, that employs or provides work for any person who receives or is entitled to receive any remuneration for that work, such persons being known as "employees".
- 1.3 The "Information Technology and Electronics Sector" shall, without in any way limiting the ordinary meaning of the terms, mean the sector in which employers and employees are associated for the carrying on of any one or more of the following activities:
- marketing, manufacturing, assembling, servicing, installation, maintenance and/or repair of systems, software, equipment, machines, devices and apparatus, whether utilising manual, photographic, optical, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, that are primarily intended for the recording and/or processing and/or monitoring and/or transmission of voice and/or data and/or image and/or text or any combination thereof as well as the marketing, manufacturing, assembling, servicing, installation, maintenance and/or the repair of all electronic/electrical goods as defined by WEEE
- or for use in any one or more of the following activities:
- accounting, calculating, data processing, data transmission, duplicating, text processing, document reproduction, document transmission, record keeping and record retrieval
- and/or;
- the provision of services relating to the above.

3. OBJECTIVES

- 3.1 The objectives of the EWASA shall be:
- 3.1.1 to promote and to protect the interests of its members;
- 3.1.2 to promote the upholding of the EWASA Code of Ethics by members, who are required to be signatories, and where possible by non-members;
- 3.1.3 to encourage co-operation between members, and to deal with all such matters as may affect members' common interests;
- 3.1.4 to promote, support or oppose as may be deemed appropriate any legislative or other measures affecting the interests of members;

- 3.1.5 to confer with Government, Provincial Administration or Local Authorities and their departments and all other interested bodies of concern or likely to be of concern to members;
- 5 3.1.6 to be affiliated to any association or organisation as may be decided upon by the EWASA from time to time;
- 3.1.7 to collect and disseminate information likely to be of use to members;
- 3.1.8 to encourage and assist in the settlement of disputes between members and their employees or trade unions by conciliation, mediation or arbitration;
- 10 3.1.9 to assist in determining and regulating, in such manner as may from time to time prove necessary and/or advisable, conditions of employment pertaining to employees engaged in the Information Technology Sector and any measures affecting such employees;
- 15 3.1.10 to arrange and promote the adoption of equitable forms of contract and other undertakings of common use and application in the Information Technology and Electrical Sector;
- 3.1.11 to promote a high standard of quality, design and workmanship in the Information Technology and Electrical Sector;
- 3.1.12 to promote the Information Technology and Electrical Sector, by means of advertisements, publicity campaigns, exhibitions, or otherwise;
- 20 3.1.13 to establish and maintain and/or assist in the establishment or maintenance of any fund or committee formed or which may be formed for the protection of the interests of members, or for the protection and benefit of employees, or for the benefit and protection of the joint interests of employers and employees in the Information Technology Sector; provided that no fund which is not subject to control under any law shall be established until the rules governing such fund have been approved by the Registrar;
- 25 3.1.14 to provide legal assistance to members where appropriate.

4. GOVERNANCE

- 30 4.1 The permanent staff of the EWASA shall report to a Chief Executive Officer who shall be responsible to the Management Committee for the day-to-day operations of the EWASA. Members of staff who have a grievance that cannot be resolved by the Chief Executive Officer may appeal to the Chairman or to a Vice-Chairman. In all such cases, the provisions of the Act shall apply to the procedures for dealing with such grievances.
- 35 4.2 The Management Committee shall be responsible to the Executive Council for the policies, procedures and financial affairs of the EWASA, the admission and discipline of members, and the dealing with complaints against members, and the hiring, remuneration and termination of staff.
- 40 4.3 The Executive Council shall direct the Management Committee in the implementation of plans and strategies and shall form such sub-committees and workgroups as are necessary from time to time to realise such plans and strategies.

5. GENERAL MEETINGS

- 5.1 A General Meeting of members of the EWASA shall ordinarily be held at least once every twelve months on a date to be fixed by the Chairman. Special General Meetings may be called at any time by the Chairman and shall also be called whenever desired by the Executive Council or upon a requisition signed by not less than one-third of the members (in good standing) of the EWASA. Such Special General Meeting shall be called within 1(one) month from the date of the decision of the Executive Council or from the date of receipt of the requisition by the Chairman.
- 5.2 The Annual General Meeting of EWASA shall be held each year at any time after 1 January but not later than 30 June.
- 5.3 Notices of a General Meeting showing the business to be transacted thereat shall be given to all members in writing by the Secretary not less than 21(twenty-one) days before the dates of such meetings; provided that in the case of a Special General Meeting such shorter written notice being not less than 7(seven) days as may be decided by the Chairman, may be given.
- 5.4 If the Chairman so decides, all motions at the General Meeting shall be reduced to writing and shall be delivered to the presiding officer to be read at the meeting. No motion shall be considered unless seconded. All matters forming the subject of motions shall, unless otherwise provided herein, be voted upon by a show of hands or by ballot and shall, unless otherwise provided herein, be decided by the votes of a majority of members represented at the meeting except in the case of elections when the candidates up to the required number receiving the highest number of votes shall be declared elected.
- 5.5 All matters of procedure on which this Articles of association is silent shall be decided on motion by a majority vote of members represented at a General Meeting.
- 5.6 At every General Meeting the minutes of the last preceding General Meeting shall be read by the Secretary and signed by the presiding officer after confirmation.
- 5.7 Notwithstanding the provisions of sub-section 5.6, it shall be competent for a meeting to authorise the presiding officer to sign and confirm minutes as correct if, after perusal thereof, such officer is of the opinion that the minutes reflect a true record of the proceedings. Minutes so confirmed shall be deemed to be confirmed in terms of sub-section 5.6.

6. EXECUTIVE COUNCIL

- 6.1 The direction of the affairs of the EWASA between General Meetings shall be vested in an Executive Council consisting of not less than 6(six) or more than 12(twelve) members of EWASA and (subject to sub-section 6.8) a non-voting Honorary Treasurer, all of whom shall be elected at the Annual General Meeting of the EWASA on nomination by any member (in good standing) present at the meeting and voted upon by ballot or show of hands. In addition, for the duration of their period in office, Chairpersons of Divisions or SIGs (section 15) shall be members of the Executive Council. Elected members of the Executive Council shall (subject to the provisions of sub-section 6.10) hold office until the next Annual General Meeting and be eligible for re-election on termination of their period of office.
- 6.2 Members must recognise that, if elected to the Executive Council, or any other office, then the member's representative(s) must be supported in their commitment to achieve the aims and objectives of EWASA and that such representatives must be granted time and facilities to carry out the associated duties.
- 6.3 The first meeting of the Executive Council to be held after the Annual General Meeting shall be called by the Secretary within 1(one) month of the date of the Annual General Meeting and at this meeting shall be elected from the members of the Executive Council a Chairman and two Vice-Chairmans who will *ipso facto* be Chairman and Vice-Chairmans of EWASA.

- 5 6.4 The Executive Council shall ordinarily meet at least four times a year on dates to be fixed by the Chairman. Special meetings of the Executive Council may be called by the Chairman whenever deemed advisable, and shall also be called upon a requisition signed by not less than one-third of the members of the Executive Council, in which event the meeting shall be called within 14(fourteen) days of receipt of the requisition by the Chairman.
- 6.5 If between meetings of the Executive council any question arises which is of extreme urgency and can be answered by a simple 'yes' or 'no' the Chairman may authorise a vote of the Executive Council members to be taken by electronic mail or by fax, and shall take action according to the decision of the members who voted.
- 10 6.6 Members of the Executive Council shall be notified in writing of the time and place of meetings by the Secretary at least 7(seven days) before the dates of such meetings, provided that such shorter notice being not less than 24(twenty-four) hours, as may be decided by the Chairman, may be given in respect of special meetings. To every notice of meeting an agenda shall be attached. All matters for consideration by the Executive Council shall be decided on motion
15 duly seconded and voted upon by a show of hands or by ballot.
- 6.7 At every Executive Council meeting the minutes of the last preceding Executive Council meeting shall be read by the Secretary and signed by the presiding officer after confirmation.
- 6.8 An Annual General Meeting can delegate the appointment of the Honorary Treasurer to the Executive Council.
- 20 6.9 The Executive Council shall have power to co-opt at its discretion one or more members of EWASA to serve on the Executive Council whether by so doing the number prescribed in sub-section 6.1 be exceeded or not, provided that such members shall not have the powers or the privileges of members elected at an Annual General Meeting.
- 25 6.10 Vacancies occurring on the Executive Council shall be filled at the first ensuing General Meeting of EWASA on nomination, duly seconded and voted upon by ballot or by show of hands. A member appointed to fill a vacancy shall, subject to the provisions of sub-section 6.1, hold office for the unexpired portion of the period of office of the vacating member.
- 6.11 Membership of the Executive Council shall be terminated in any one of the following circumstances:
- 30 6.11.1 on resignation, suspension, or expulsion from membership of EWASA;
- 6.11.2 on being absent without the prior permission of the Executive Council from three consecutive General Meetings or meetings of the Executive Council;
- 6.11.3 on ceasing to be in good standing;
- 6.11.4 on resigning by giving one month's written notice to the Secretary;
- 35 6.11.5 on abandoning or discontinuing the business or interests that entitled membership.
- 6.12 The Executive Council shall, subject to the general discretion and control of General Meetings and to the provisions of this Articles of association, have power to:
- 6.12.1 make recommendations to EWASA;
- 40 6.12.2 appoint a Management Committee and to replace such of the Management Committee's members as it may deem fit and to fill any vacancies thereon;
- 6.12.3 consider the Management Committee's recommendations and to ratify the Management Committee's decisions.
- 6.12.4 appoint from time to time such sub-committees as it may deem fit for the purpose of
45 investigating and reporting on any matter referred to them by the Management Committee or the Executive Council;

- 6.12.5 suspend or expel any member that may infringe any of the terms of this Articles of association or acts in a manner which is in the opinion of the Executive Council detrimental to the interests of EWASA and/or its members;
- 5 6.12.6 institute or defend legal proceedings by or against EWASA or where the common interests of all or a section of the members are involved against individual members;
- 10 6.12.7 acquire, either by purchase, lease, or otherwise, any movable or immovable property on behalf of the EWASA, and to sell, let, mortgage, or otherwise deal with or dispose of any movable or immovable property belonging to EWASA; provided that no immovable property shall be acquired or sold nor shall it be mortgaged, let or leased for a period longer than 5(five) years, unless at least 30(thirty) days' written notice of intention to do so has been given to each member of EWASA by the Secretary. If during this period not less than one-third of the members demand that a ballot be taken on the proposed action, such ballot shall be taken;
- 15 6.12.8 establish branches of EWASA in any area or to establish divisions of members of EWASA to represent any particular common interests of members, or some of them, and to define areas of jurisdiction and the scope of such branches and divisions;
- 6.12.9 make and enforce by-laws that are not inconsistent with the provisions of this Articles of association, the Act, or any other law;
- 20 6.12.10 do such other lawful things as, in the opinion of the Executive Council, are considered to be in the interests of EWASA or of its members.

7. MANAGEMENT COMMITTEE

- 25 7.1 The management of the affairs of EWASA between meetings of the Executive Council shall be vested in a Management Committee consisting of the Chairman, Vice-Chairmans, Honorary Treasurer, and Chief Executive Officer. The members of the Management Committee shall, subject to the provisions of sub-section 7.6 hold office until the next Annual General Meeting and be eligible for re-election on termination of their period of office.
- 30 7.2 The Management Committee shall meet as frequently as necessary but not less than 4(four) times per year on dates to be fixed by the Chairman. The Chairman may call special meetings of the Management Committee whenever deemed advisable.
- 7.3 Members of the Management Committee shall be notified of the date, time and place of meetings of the Management Committee by the Secretary at least 7(seven) days before the dates of such meetings provided that such shorter notice being not less than 24(twenty-four) hours as may be decided by the Chairman may be given in respect of special meetings.
- 35 7.4 If between meetings of the Management Committee any question arises which is of extreme urgency and can be answered by a simple 'yes' or 'no' the Chairman may authorise a vote of the Management Committee members to be taken by electronic mail or by fax, and shall take action according to the decision of the members who voted.
- 40 7.5 The Management Committee shall have the power to co-opt at its discretion one or more members of EWASA provided that such members shall not have a vote. Vacancies in the Management Committee shall be filled by appointment by the Executive Council.
- 7.6 Membership of the Management Committee shall be terminated in any one of the following circumstances:
- 7.6.1 on resignation, suspension, or expulsion from membership of EWASA;
- 45 7.6.2 on being absent without the prior permission of the Management Committee from three consecutive General Meetings or meetings of the Management Committee;
- 7.6.3 on ceasing to be in good standing;

- 7.6.4 on resigning by giving one month's written notice to the Secretary;
- 7.6.5 on abandoning or discontinuing the business or interests that entitled membership.
- 7.7 The Management Committee shall have the power subject to the general discretion and the control of the Executive Council and the provisions of this Articles of association to:
- 5 7.7.1 make recommendations to the Executive Council;
- 7.7.2 determine by means of agreement by two-thirds of the full Management Committee the terms and conditions of employment of a Chief Executive Officer;
- 7.7.3 approve the appointment or removal and fix the duties and terms and conditions of staff, including the **Chief Executive Officer**;
- 10 7.7.4 admit or refuse to admit employers into membership of EWASA and in accordance with section 13 to recommend to the Executive Council the conditions under which former members of EWASA may be re-admitted to membership;
- 7.7.5 cause the acquisition or disposition of movable property on behalf of EWASA within budgets approved by the Executive Council;
- 15 7.7.6 deal with disputes between members;
- 7.7.7 open a banking and/or savings Account to invest funds in the name of EWASA and, should the necessity arise, to negotiate an overdraft with the bank upon such security as the Executive Council may decide;
- 7.7.8 direct the day-to-day operation of the Chief Executive Officer.

20 8. OFFICE BEARERS AND OFFICIALS AND THEIR DUTIES

- 8.1 The **Chairman** shall preside at all meetings where present, enforce observance of the Articles of association of EWASA, sign minutes of meetings after confirmation or on authority to confirm in terms of sub-section 5.7, generally exercise supervision over the affairs of EWASA and perform such other duties as by usage and custom pertain to the office. The **Chairman** shall have a deliberative vote and, in the event of equality of voting, a casting vote.
- 25 8.2 The **Vice-Chairman** shall, in order of seniority, exercise the powers and perform the duties of the Chairman in the absence of the latter.
- 8.3 The **Honorary Treasurer** shall be responsible to the members through the Management Committee and the Executive Council for ensuring the proper collection, administration and disbursement of the Funds of EWASA and that all legal and fiscal requirements thereto are met.
- 30 8.4 The Executive Council may appoint a **Chief Executive Officer** who shall through the Management Committee be responsible for the day-to-day running of the affairs of EWASA including the removal or appointment of clerical and secretarial staff. The **Chief Executive Officer** shall also act as **Secretary** and **Public Officer** of the EWASA.
- 35 8.5 The **Secretary** shall receive requisitions for meetings, issue notices of meetings; conduct all correspondence of EWASA, keeping originals of letters received and copies of those despatched; attend all meetings and record minutes of the proceedings, keep a register of all members past and present, record therein every member's address, name and date of enrolment and in the event of the cessation of membership the date thereof and the reason therefor; collect entrance fees, subscriptions and levies; bank all moneys within 7(seven) days of receipt; submit reports in regard to the financial position of EWASA to the treasurer and Management Committee monthly and to the Executive Council whenever it meets and perform such other duties as the Executive Council or a General Meeting may direct; the **Secretary** shall also take the necessary steps to ensure that the requirements of sections 98, 99 and section 100 of the Act are complied with.
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- 5 8.6 In the event of both the Chairman and Vice-Chairman being temporarily unable to perform their duties, the Executive Council shall appoint a member of the Executive Council as **Acting Chairman** until the Chairman or one of the Vice-Chairmans is able to resume duties or in the event of the Chairman and both Vice-Chairman being permanently unable to perform their duties until the next ensuing Executive Council meeting when a new Chairman and Vice-Chairman shall be elected in accordance with the provisions of sub-section 6.3.
- 10 8.7 Members at the Annual General Meeting shall appoint, or may direct the Executive Council to appoint, an **Auditor**. Should the appointed **Auditor** for whatever reason, in the opinion of the Executive Council, be unable to satisfactorily perform the required functions for the full period until the next Annual General Meeting, then the Executive Council may replace the **Auditor** with an alternative **Auditor** for the balance of such period.
- 8.8 An office bearer or official may be removed from office if such office bearer or official:
- 8.8.1 infringes any of the provisions of the Articles of association; or
- 8.8.2 acts in a manner which is detrimental to the interests of the organisation.
- 15 8.9 No office bearer or official may be removed from office unless afforded a chance to state their case personally at a meeting of the Executive Council.
- 20 8.10 An office bearer or official who has appeared before the Executive Council and who is dissatisfied with the decision of that committee shall have the right to appeal to the first ensuing General Meeting of the organisation. Notice of appeal shall be given to the Secretary, in writing, within 14 days of the date on which the decision of the Executive Council was communicated to the person concerned. The General Meeting may confirm or reverse the decision of the Executive Council and the decision of the General Meeting shall be final.

9. QUORUMS

- 25 9.1 The quorum of any General Meeting shall be 20% (twenty percent) of the members (in good standing) of EWASA.
- 9.2 For meetings of the Executive Council, one third of the members of the Council shall constitute a quorum.
- 9.3 For meetings of the Management Committee, three voting members of the Management Committee shall constitute a quorum.
- 30 9.4 If, within 30(thirty) minutes of the time fixed for any meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the week following (and if that day is a public holiday, then to the next succeeding working day) at the same time (unless the Chairman determines another time) and place. At such adjourned meeting, of which written notice shall be given, the members present shall form a quorum.

35 10. BALLOTS

- 10.1 In addition to those cases in respect of which the taking of a ballot is compulsory in terms of this Articles of association, a ballot of any question shall be taken:
- 10.1.1 if a General Meeting or the Executive Council so decide, or
- 40 10.1.2 if demanded in writing by no less than one-third of the members (in good standing) of EWASA, or on any proposal to declare or take part in a lock-out.
- 10.2 Ballots shall be conducted in the following manner:
- 10.2.1 notice of a ballot shall be given to each member of EWASA in writing by the Secretary at least 7(seven) days before the ballot is to be taken provided that a

- ballot may be taken without notice at any meeting on the decision of the majority of the members present;
- 10.2.2 two scrutiners shall be appointed by the Executive Council to supervise any ballot and to ascertain result thereof;
- 5 10.2.3 ballots other than postal ballots shall be conducted at the place on the date and during the hours as may be specified in the notice referred to in sub-section 10.2.1;
- 10.2.4 ballot papers shall be provided by the Executive Council and shall not contain any information by means of which it would be possible to identify the voters;
- 10 10.2.5 one ballot paper only shall be issued on demand at the place and during the hours fixed for the taking of the ballot to each member who is entitled to vote;
- 10.2.6 each voter shall, in the presence of the scrutiners, be issued with one ballot paper that shall thereupon be completed, folded, and deposited in a container provided for the purpose;
- 15 10.2.7 ballot papers shall not be signed or marked in any way apart from the mark required to be made by a member in recording a vote; papers bearing any other mark or marks shall be regarded as spoilt and shall not be counted;
- 10.2.8 on completion of the ballot or as soon thereafter as possible, the result thereof shall be ascertained by the scrutineers in the presence of the Secretary and made known through this official; in the case of elections the candidates up to the required number receiving the highest number of votes shall be declared elected;
- 20 10.2.9 ballot papers, including spoilt papers, shall be placed in a sealed container again after they have been counted and shall be retained by the Secretary for not less than 3(three) years.
- 25 10.3 A General Meeting or the Executive Council may decide that a postal ballot of members be taken in which event the ballot shall be conducted in the following manner:
- 10.3.1 the Secretary shall send by post to each member of EWASA, a ballot paper and a stamped and addressed envelope marked "ballot". The ballot paper shall, on completion, be inserted in the envelope provided for the purpose and posted so as to reach the Secretary within 14(fourteen) days from the date of despatch from EWASA's office to such member. On receipt of such envelopes, the Secretary shall immediately place them in a sealed ballot container;
- 30 10.3.2 two scrutineers shall be appointed by the Executive Council to ascertain the result of the ballot. The ballot container shall be opened and the ballot papers counted by the scrutineers in the presence of the Secretary who shall immediately advise the Executive Council of the result of the ballot;
- 35 10.3.3 the provisions of sub-sections 10.2.4, 10.2.7 and 10.2.8 shall *mutatis mutandis* apply in the case of a postal ballot;
- 10.3.4 the Executive Council shall, except as provided in the Act, be bound to take action according to the decision of a majority of the members voting by ballot;
- 40 10.4 No ballot involving the declaration of or participation in a lockout shall be taken until the matter giving occasion therefor has been dealt with as provided in the Act.
- 10.5 Notwithstanding anything to the contrary contained in this Articles of association, members of the organisation shall not be disciplined or have their membership terminated for failure or refusal to participate in a lock-out if a) no ballot was held about the lockout or b) a ballot was held but a majority of the members who voted did not vote in favour of the lock out. (As per section 9.5.5.(q) of the Act.)
- 45 10.6 The organisation shall before calling a lockout conduct a ballot of those of its members in respect of whom it intends to call the lockout. (As per section 9.5.5.(p) of the Act.)

11. NON-RECEIPT OF NOTICE

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

12. ENTRANCE FEES AND ANNUAL SUBSCRIPTIONS

- 5 12.1 Each applicant for membership shall pay to EWASA the entrance fee set out in Addendum A. The entrance fee is determined by the Executive Council from time to time and subsequently confirmed or altered by a General Meeting of EWASA. The entrance fee is intended to cover administrative costs associated with the processing of the application.
- 10 12.2 Each member shall pay in advance to the EWASA an annual subscription as set out in Addendum A. Annual subscriptions are determined by the Executive Council from time to time and subsequently confirmed or altered by a General Meeting of EWASA. In determining such annual subscriptions the Executive Council may differentiate in the rates payable by members resident in different areas and/or by members on the basis of the number of persons employed by each respective member of the Information Technology Sector. Annual subscriptions shall fall due on 1 January each year and shall be payable within 30 (thirty) days after rendition of account.
- 15 12.3 In addition to the membership fee a member shall also be liable for the payment in the same manner of such other fees as may be prescribed in terms of the rules governing any fund that may be established.

13. MEMBERSHIP APPLICATIONS

- 20 13.1 Any employer engaged in the Information Technology and Electrical Sector shall be eligible as a candidate for membership of EWASA.
- 25 13.2 Applications for membership shall be lodged in writing with the Secretary and shall be accompanied in each case by the entrance fee and annual subscription as provided for in this Articles of association.
- 30 13.3 Applications for membership shall be considered by the Management Committee at its first ensuing meeting after the receipt thereof by the Secretary and the applicant concerned shall be notified in writing by the Secretary of the decision of the Management Committee within 14 (fourteen) days of the date of such decision. Should there be a division of EWASA that represents an activity in which the applicant is involved, or in which the applicant wishes to become involved, then the approval of that division shall be obtained before an application is submitted to the Management Committee. Decisions made by the Management Committee in regard to membership applications must be communicated to the Executive Council at the next applicable meeting.
- 35 13.4 In considering an application for membership, the Management Committee shall satisfy itself that the applicant is an employer, has been in operation for at least 2 (two) years, operates from formal business premises, and is profeWasable. Should one or more of these criteria not be met, and if in the opinion of the Management Committee special circumstances warrant it, then probationary membership on the basis of a 6 (six) month probationary period may be approved. Any such probationary membership is to be reviewed by the Management Committee at the end of the period, at which point the probationary member shall either be approved as a full member, if the standards of EWASA have been upheld by the probationary member, or membership shall be terminated.
- 40 13.5 If an applicant is dissatisfied with the decision of the Management Committee in terms of this section and such decision has been ratified by the Executive Council the applicant shall have the right of appeal to the first ensuing General Meeting of EWASA whose decision shall be final.
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13.6 An applicant to whom admission to membership is refused shall be entitled to a refund of any annual subscription paid but not of the entrance fee.

5 13.7 A member who has resigned or has been expelled from EWASA may be re-admitted to membership on such conditions as the Executive Council may determine. Where an applicant for re-admission considers the conditions fixed by the Executive Council unreasonable the applicant may appeal to the first ensuing General Meeting of EWASA whose decision shall be final.

10 13.8 An appeal in terms of sub-section 13.5 or sub-section 13.7 shall be lodged in writing with the Secretary and the applicant's representative shall be afforded an opportunity to personally make a statement to a General Meeting and may, if so desired, call witnesses in support of any statements made. The applicant concerned shall be notified in writing by the Secretary of the decision of the General Meeting within 14(fourteen) days of such decision.

15 13.9 Every member shall notify the Secretary, in writing, of any changes to any of the details recorded as part of the member's application process, within 14 (fourteen) days of the date on which the change took place.

14. TERMINATIONS OF MEMBERSHIP

20 14.1 Any member intending to **resign** from membership of the EWASA shall notify such intention by letter to the Secretary 6(six) months prior to the end of the financial year of the EWASA failing which the member shall be liable for the payment of annual subscription for the ensuing financial year. Members may choose to resign if they no longer qualify as members, or for any other reason(s) reasons deemed applicable by such member.

14.2 A member may be **suspended** or **expelled** as may be determined by the Executive Council if:

25 14.2.1 the member fails within 30(thirty) days of demand in writing by the Secretary, to pay subscriptions or levies that are more than 3(three) months in arrears.

30 14.2.2 the member infringes any of the terms of this Articles of association or contravenes any of EWASA's by-laws or acts in a manner which is detrimental to the interests of EWASA and/or its members, provided that there shall be a right of appeal against suspension or expulsion to the first ensuing General Meeting. Notice of any such appeal shall be given to the Secretary in writing within 7(seven) days from the date on which the decision of the Executive Council was communicated to the person concerned.

35 14.3 No member may be suspended or expelled unless without being afforded an opportunity to present a case at a meeting of the Executive Council in respect of which not less than 14(fourteen) days notice has been given in writing. The matter with which the member is charged shall be set out in such notice.

14.4 A member who has appeared before the Executive Council in accordance with the provisions of sub-section 14.3 shall, if dissatisfied with the decision of the Executive Council, and if an appeal has been lodged in the manner herein provided, have the right to restate the case previously presented to a General Meeting which will reconsider the matter.

40 14.5 A member shall be entitled to call witnesses in support of its case when attending a meeting of the Executive Council in terms of sub-section 14.3 or a General Meeting in terms of sub-section 14.4.

45 14.6 Any decision taken by the Executive Council in terms of this section shall, when an appeal has been lodged in the prescribed manner, be subject to ratification or otherwise by a General Meeting.

14.7 Upon expulsion of a member, all moneys due to EWASA by such member shall become payable. If payment thereof is not made within 30(thirty) days the Executive Council may take such steps as it deems necessary to secure a settlement.

14.8 A member shall cease to be entitled to any of the benefits of membership including the right to vote and shall be deemed to be out of good standing:

14.8.1 if the subscriptions or other charges due by the member to the EWASA are more than 3(three) months in arrears;

5 14.8.2 during any period while under suspension in terms of this Articles of association.

14.9 In the event of the subscriptions or other charges due to the EWASA by a member being more than 3 (three) months in arrears such member shall continue to be subject to the disabilities imposed by sub-section 14.8 until all arrears have been paid.

15. DIVISIONS

10 15.1 Divisions, or other special interest groups (SIGs), may be formed within EWASA to cater more effectively for the special needs of groups of members. Such Divisions or SIGs may have additional codes of conduct or Articles of association but these must be subservient to those of EWASA.

16. FINANCE

15 16.1 The income and property of EWASA when so ever derived shall be applied solely towards the promotion of the objects of EWASA as set forth in this Articles of association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of EWASA, provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officer or servant of EWASA or to any member thereof in return for any services actually rendered to EWASA.

20 16.2 All amounts due to or collected on behalf of EWASA shall be paid to the Secretary who shall deposit them in such banking or other account as may be decided upon by the Executive Council on the recommendation of the treasurer, provided that any surplus funds not for the time being required for the purposes specified in sub-section 16.1 may be invested upon such security and on such terms and conditions as approved by the Executive Council advised by the treasurer.

25 16.3 All payments require the prior authority of the Management Committee. This authority may be delegated to the treasurer or Secretary by the Management Committee by means of a minute. All other payments shall be tabled at a meeting of the Management Committee and those approved shall be minuted.

30 16.4 Payments shall be made by cheque or cash under such conditions and procedures as may be imposed by the Management Committee. All cheques shall bear the signature of the officials appointed for that purpose by the Management Committee.

35 16.5 Payments from Petty Cash in any one month shall not exceed the limit set by the Management Committee. Funds required for a Petty Cash account, which shall be kept in such form as the treasurer may determine, shall be provided by the drawing of cheques signed by the person appointed for that purpose by the Management Committee.

40 16.6 A General Meeting may at any time, with a view to securing funds for any particular purpose, impose a levy not exceeding the annual subscription of a member in any calendar year or one-fifth of such subscription per month for a period not exceeding 6(six) months on each member of EWASA, provided that notice of the proposed levy appeared in the Agenda for the meeting.

45 16.7 The Secretary shall in accordance with the Act, prepare a statement of income and expenditure and a balance sheet in respect of each financial year ending on 31 December. Such statements and balance sheet shall be audited and within 30 days of receipt thereof the Secretary shall provide the registrar with a certified copy of the auditors report and the financial statements.

- 16.8 A member who resigns or who is expelled from membership shall have no claim on the funds of EWASA.
- 16.9 The Secretary shall cause to be taken out a fidelity and loss of cash insurance in the name of EWASA for sums determined by the Executive Council.

5 17. REPRESENTATION ON BARGAINING AND STATUTORY COUNCILS

- 17.1 A General Meeting may at any time decide that EWASA shall become a party to a bargaining or statutory council established in terms of the Act.
- 17.2 The representatives of EWASA on any such body shall be appointed by the Executive Council.
- 10 17.3 Representatives on a bargaining or statutory council may be removed by the Executive Council and may resign on giving one month's notice to the council or such notice as may be prescribed in the Articles of association of the council concerned.
- 17.4 In the event of the resignation or death of a representative or removal by the Executive Council, the vacancy shall be filled by an alternative representative appointed by the Executive Council.
- 15 17.5 Representatives shall have full power to enter into agreements on behalf of EWASA and such agreements shall not be subject to ratification by the Executive Council or a General Meeting.
- 17.6 The Executive Council may similarly decide that EWASA shall become a party to any other statutory or non-statutory body, board, council or the like consisting of joint representatives of employers and employees in the industry. The provisions of sub-sections 17.2 through 17.4 inclusive shall *mutatis mutandis* apply in respect of the representatives appointed by EWASA to serve on the aforementioned bodies.
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18. KINDRED ASSOCIATIONS

- 25 18.1 In the rapidly changing circumstances of the sector, it may be deemed to be in the interests of the members of EWASA to maintain close relations with kindred associations and this may lead to consideration of proposals for provisions/sharing of facilities by EWASA. Where the effects of such proposals are in the opinion of the Executive Council minor they may be decided by the Executive Council otherwise the decision will be referred to a General Meeting

19. WINDING UP

- 30 19.1 EWASA may be wound up if at a ballot conducted in the manner prescribed in the Articles of association not less than three-fourths of the total number of members (in good standing) of EWASA vote in favour of a resolution that EWASA be wound up.
- 19.2 If a resolution for the winding up of EWASA has been passed as provided in sub-section 19.1 or if for any reason tEWASA in unable to function the following provisions shall apply:
- 35 19.2.1 the last-appointed Chairman of EWASA or if not available, the available members of the last-appointed Executive Council of EWASA shall forthwith transmit to the Labour Court a statement signed by him or them setting forth the resolution adopted or the reasons for EWASA's inability to continue to function as the case may be and request the Labour Court to grant an order in terms of section 103 of the Act;
- 40 19.2.2 the liquidator appointed by the Labour Court shall call upon the last-appointed office bearers and officials of EWASA to deliver to him EWASA's books of account showing EWASA's assets and liabilities together with the register of members showing for the 12(twelve) month's prior to the date on which the resolution for the winding-up was passed or the date as from which EWASA was unable to continue

to function as the case may be hereinafter referred to as the date of dissolution, the subscriptions paid by each member and the member's address as at the said date;

5 19.2.3 the liquidator may also call upon the said office bearers and officials of EWASA to hand over to him all unexpended funds of the EWASA and to deliver to him EWASA's assets and the documents necessary in order to liquidate the assets;

10 19.2.4 the liquidator shall take the necessary steps to liquidate the debts of EWASA from its unexpended funds and any other moneys realised from any assets of EWASA and if the said funds and moneys are insufficient to pay all creditors after the liquidator's fees and expenses of winding-up have been met, the order in which creditors shall be paid shall 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 liquidator's fees and the expenses of winding-up shall rank in order as though the expenses the costs of sequestration of an insolvent estate;

15 19.2.5 if, upon the winding-up or dissolution of EWASA there remains after the satisfaction of all its debts and liabilities, any property or assets whatsoever the same shall not be paid to or distributed among the members of EWASA but shall be given or transferred to some other institution or institutions having objects similar to the objects of EWASA and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Articles of association. Such recipient or recipients shall be determined by a majority of the members of EWASA at or before the date of dissolution or in default thereof by the Commission for Conciliation, Mediation and Arbitration in accordance with section 103(5) of the Act;

20 19.2.6 the liability of members shall, for the purpose of this section, be limited to the amount of subscriptions due by them to EWASA in terms of this Articles of association as at the date of dissolution.

20. AMENDMENTS

30 20.1 Any of the provisions of this Articles of association may be repealed, amended or added to in any manner by resolution of the Executive Council provided that at least 21 days' notice of any proposed alteration shall have been given to members. If, within that period not less than one-third of the members demand in writing that a ballot of the members of EWASA be taken on the matter, such a ballot shall be taken.

35 20.2 A General Meeting of tEWASA shall also be empowered to change EWASA's Articles of association provided that the Secretary shall have notified members of any proposed changes at least 21 days prior to the General Meeting.

20.3 No change shall have any force or effect until certified in terms of sub-section (3) of section 101 of the Act.

21. ADDENDUM A

The amount of the **entrance fee** is set at R500,00.

The amount of the **annual subscription** per member organisation is set as follows:

	Less than 499 employees	R2.500,00
5	From 500 to 999 employees	R3.500,00
	More than 999 employees	R5.000,00

For bone fide SME (small and medium enterprise – government definition) organisations, a special discount of 50% will be allowed against the annual subscription for the first two years of membership, making the effective rate for such organisations R1.250,00..

10 The applicable VAT is to be added to foregoing amounts.