

- 38.3 As per the provisions of sub-clause 38.3 of this Agreement
- 38.4 Each shop steward shall be entitled to nine (9) days' paid time off for trade union, SETA and Bargaining Council activities of which 3 days shall be pooled and such pooled days shall be available to all recognised shop stewards in the plant, subject to existing rules agreed to by the parties governing shop stewards time off and also contained in this subsector schedule.
- 38.5 Five (5) days paid leave shall be granted once off to each recognized shop steward per company for the purposes of Information and Communication Technology (ICT) training. The union undertakes to execute such training at a rate of only one (1) recognized shop steward per annum, to a maximum of seven (7) recognized shop stewards per company over a period of seven (7) years.  
The provisions of this clause shall not apply to shop stewards elected to fill a vacancy, unless the person whose vacancy is being filled has not yet undergone such training.  
Shop stewards who have previously undergone ICT training in terms of this clause will not be eligible for such training.
- 38.6 Each shop steward committee shall be provided with a schedule reflecting a list of names of bargaining unit employees who are members of the trade union on request and reasonable notice from the senior shop steward at the company. Where possible, the schedule will have a breakdown of permanent, contract and learnership employees.
- 38.7 Recognised shop stewards at all establishments shall be granted email and Internet facilities, where these facilities are available, to enable them to carry out their legitimate trade-union duties. Necessary prior permission for the use of such facilities shall be obtained from the management of each individual company.
- 38.8 Time – off for shop stewards will exclude time-off for collective bargaining matters only.

#### H: GENERAL

#### 39. THE LIMITATION ON THE RIGHT TO STRIKE OR LOCK OUT

- 39.1 No person may take part in a strike or lock out or any conduct in contemplation or furtherance of a strike or lock out in respect of any dispute about—  
*the interpretation or application, including enforcement, of this Agreement; or*  
*the alteration of any of the provisions of this Agreement.*
- 39.2 Notwithstanding the provisions of sub-clause 39.1 of Part 2 of this Agreement, strikes and lock outs in respect of disputes about the alteration of provisions in the Wage Schedules in Annexure C of Part 2 of this Agreement are permitted after the operative days referred to in those Schedules.

#### 40. EXEMPTIONS

As per the provisions of clause 40 of Part 1 of this Agreement.

#### 41. ADMINISTRATION

As per the provisions of clause 41 of Part 1 of this Agreement.

#### 42. DESIGNATED AGENTS

As per the provisions of clause 42 of Part 1 of this Agreement.

#### 43. COUNCIL LEVIES

As per the provisions of clause 43 of Part 1 of this Agreement.

#### 44. FAILURE TO MAKE PAYMENTS TO THE COUNCIL

As per the provisions of clause 44 of Part 1 of this Agreement.

#### 45. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- 45.1 Every new employer entering the Industry must within one month from the start of business send the following particulars to the Secretary of the Council:
- (a) The employer's name and address;
  - (b) the business name and address;