

- (c) the date of the start of the business;
 - (d) the subsector of operation within the Industry;
 - (e) a copy of any piece-work rates;
 - (f) whether approval or exemption is required in relation to a Sick Benefit Fund or any Provident Fund.
- 45.2 If the employer is a partnership or a company then the employer must also send information—
- (a) disclosing the title under which the partnership or company operates; and
 - (b) the names and business addresses of any proprietors, partners, directors, human resource managers and company secretaries.
- 45.3 The Secretary of the Council must keep a register of—
- (a) employers;
 - (b) partnerships; and
 - (c) companies
- 46. EXHIBITION OF AGREEMENT**
As per the provisions of clause 46 of Part 1 of this Agreement.
- 47. DISPUTES ABOUT INTERPRETATION OR APPLICATION OF AGREEMENT**
As per the provisions of Annexure B of Part 1 of this Agreement.
- 48. EXISTING AGREEMENTS**
As per the provisions of clause 48 of Part 1 of this Agreement.
- 49. OTHER CONDITIONS OF EMPLOYMENT**
- 49.1 **Industry Protection Fund:** All employers shall pay an amount of **R0.50** (fifty cents) per *bargaining unit* employee per week to the Union's Industry Protection Fund. This contribution shall be paid annually and directly to the Union, in a lump sum, by no later than 31 January each year, calculated on the number of employees in employ as at 30 November in the previous year.
- 49.2 **Retailer information:** The employers agree to assist the union with regard to information on retailers where the union requests such information and the company is in a position to assist with the request.
- 49.3 The parties further agree that the provisions of all previous agreements not explicitly amended by *this Agreement*, shall remain in full force and effect, until otherwise agreed by the parties bound by this agreement in law. Nothing in *this Agreement* shall be interpreted to mean downward variation in any condition of employment.
- 49.5. **Temporary Employment Services (Labour Brokers) and employers are jointly and several liable with regards to non-compliance in terms of the wage schedules and conditions of employment applicable to this sub-sector.**
- 49.5.1 **The parties agree that Labour Brokers are limited to only being able to provide services in respect of non-core operations, in occupations such as Drivers, Van Guards, Cleaners, General Workers, Labourers, Security Staff, PA's, Receptionists, all Clerical/Administrative staff, Technical Personell, Engineering staff and Handeymen for a period of time not exceeding 6 months.**
- 49.6 Employers are encouraged but not legally bound to participate in the Department of Labour's voluntary "Training Layoff Scheme" as an alternative to extended short time or retrenchment.
- 49.7 The broad principle of an Industrial Training Facility is agreed to for the purpose of developing skills that can be utilized in the Woven, Crochet and Knitted Narrow Fabric Sub Sector provided that it is funded from existing skills levy contributions. This initiative shall not dicte to the allocation or spread of training with a workplace.
- 49.8 **Wage Negotiations Reports Back:** A provision for an extension of lunch breaks to 1 hour (i.e an additional 30 minutes) following each round of wage negotiations for the purposes of report backs, will be subject to agreements reached at plant level.
- 50. FREQUENCY OF NEGOTIATIONS**
- 50.1 Sub-clause 50.1 of Part 1 of this Agreement is not applicable in this subsector.
- 50.2 Sub-clause 50.2 of Part 1 of this Agreement is not applicable in this subsector.
- 50.3 Sub-clause 50.3 of Part 1 of this Agreement is not applicable in this subsector.
- 50.4 Sub-clause 50.4 of Part 1 of this Agreement is not applicable in this subsector.