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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1744

19 September 1975

WET OP NYWERHEIDSVERSOENING, 1956

**YSTER-, STAAL-, INGENIEURS- EN METALLUR-
GIESE NYWERHEID.—OOREENKOMS VIR ERKEN-
NING AS VAKMAN**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousulés 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerhede in die Republiek van Suid-Afrika.

M. VILJOEN, Minister van Arbeid.

BYLAE

**NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGE-
NIEURS- en METALLURGIESE NYWERHEID**

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association

40631—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1744

19 September 1975

INDUSTRIAL CONCILIATION ACT, 1956

**IRON, STEEL, ENGINEERING AND METALLUR-
GICAL INDUSTRIES.—JOURNEYMAN RECOGNI-
TION AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Republic of South Africa.

M. VILJOEN, Minister of Labour.

SCHEDULE

**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON,
STEEL, ENGINEERING AND METALLURGICAL
INDUSTRY**

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association

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Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

Gate en Fence Manufacturers Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa

Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of shipbuilders and repairers
S.A. Burglar Alarm Systems Association
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State Foundry Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die—

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet oral in die Republiek van Suid-Afrika nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid maar is nie op die ondernemings van die S.A. Yster en Staal Industriële Korporasie Beperk, en African Metal Corporation Beperk van toepassing nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel 48 van die Wet vasgestel word en bly van krag vir 'n tydperk van twee jaar vanaf daardie datum of vir 'n tydperk wat die Minister mag vasstel.

3. DOELSTELLINGS VAN DIE OOREENKOMS

Aangesien daar erken word dat daar 'n ernstige tekort aan vakmanne en vakleerlinge in die Nywerheid is ten opsigte van werk geklassifiseer as Loon A-werk en aangesien dit in belang van die Nywerheid wenslik is dat die getal persone wat as vakmanne erken word, aansienlik vermeerder word, word daar tussen die partye ooreengekom dat bykomende kategorieë persone ooreenkomstig hierdie Ooreenkoms geag moet word vakmanne vir alle doeleindes in die Nywerheid te wees en as sodanig deur die partye erken moet word.

4. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

Gate and Fence Manufacturers Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa

Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association

Transvaal and Orange Free State Foundry Association
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1. SCOPE OF APPLICATION OF THE AGREEMENT

The terms of the Agreement shall be observed throughout the Republic of South Africa by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industry but shall not apply to the undertakings of the S.A. Iron and Steel Industrial Corporation Ltd, and African Metals Corporation Ltd.

2. PERIOD OF OPERATION OF AGREEMENT

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for a period of two years from that date of such period as may be determined by the Minister.

3. OBJECTS OF THE AGREEMENT

Whereas it is agreed that there is a serious shortage of journeymen and apprentices in the Industry in relation to work classified as Rate A work and whereas it is desirable in the interest of the Industry that the number of persons recognised as journeymen shall be substantially increased, it is agreed between the parties that additional categories of persons shall in accordance with the terms of this Agreement be deemed to be journeymen in the Industry for all purposes and shall be recognised by the parties as such.

4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

"Wet" die Wet op Nywerheidsversoening, 1956;
 "vakleerling" 'n werknemer in diens kragtens 'n skriftelike leerlingskontrak wat deur die Raad erken word of 'n leerlingskontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944;
 "Raad" die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;
 "Nywerheid" die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid of Nywerhede soos in die Hoofdooreenkoms omskryf;
 "vakman" 'n werknemer wat 'n leerlingskontrak ingevolge die Wet op Vakleerlinge uitgedien het, of 'n leerlingskontrak wat deur die Raad erken word in enigeen van die klasse werk onder Loon A in Bylae A van Deel III van die Hoofdooreenkoms gespesifiseer, of 'n werknemer oor die leeftyd van 21 jaar wat die houër is van 'n sertifikaat wat deur die Raad erken of uitgereik word en hom in staat stel om as vakman in diens geneem te word;
 "Hoofdooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 479 van 29 Maart 1974;
 "Loon A-werk" werk geklassifiseer teen Loon A in die Hoofdooreenkoms of 'n ekwivalente loon in enige ooreenkoms wat in die Nywerheid van krag is.

5. SKEMA VIR ERKENNING VAN VAKMANNE

(1) Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms word ondergenoemde persone wat nie vakmanne of vakleerlinge is nie, vir alle doeleindes maar ten opsigte van hoogstens een ambag, geag vakmanne in die Nywerheid te wees:

(a) Meerderjarige persone wat op die datum van inwerkingtreding van hierdie Ooreenkoms, met die toestemming van die Raad, wat by wyse van vrystelling verleen is, in diens was op enigeen van die klasse Loon A-werk wat binne die bestek van enige bepaalde ambag val wat kragtens die Wet op Vakleerlinge, 1944, aangewys is, vir tydperke van altesaam meer as vyf jaar;

(b) meerderjarige persone wat op die datum van inwerkingtreding van hierdie Ooreenkoms, met die toestemming van die Raad, wat by wyse van vrystelling verleen is, in diens was op enige klasse Loon A-werk wat binne die bestek van enige bepaalde aangewese bedryf val, vir tydperke van altesaam minder as vyf jaar, indien genoemde werknemer en sy werkgever die Raad binne ses maande vanaf die datum van inwerkingtreding van hierdie Ooreenkoms in kennis stel dat die werknemer graag 'n Kontrak vir Erkenning as Vakman met die Raad wil aangaan kragtens die Ooreenkoms ten opsigte van daardie ambag nadat genoemde werknemer kragtens enige sodanige kontrak met sy werkgever op Loon A-werk gewerk het en met enige ander werkgever in die Nywerheid in sodanige werk vir sodanige bykomende tydperke altesaam as wat deur die Raad vasgestel mag word;

(c) ander meerderjarige persone as dié beskryf in paragraaf (b) wat nie die Raad in kennis gestel het van hul begeerte om binne ses maande, soos voornoem, 'n Kontrak vir Erkenning as Vakman aan te gaan nie, maar wat by die Raad aansoek om so 'n kontrak gedoen het, indien die Raad na goeë dunks sodanige kontrak goedkeur, nadat genoemde werknemer op Loon A-werk gewerk het kragtens enige sodanige kontrak met sy werkgever en/of enige ander werkgever in die Nywerheid vir sodanige bykomende tydperke altesaam as wat deur die Raad vasgestel mag word;

(d) meerderjarige persone wat nie voorheen op Loon A-werk in diens was nie maar vorige ondervinding van ander klasse werk in die Nywerheid het, wat by die Raad aansoek om 'n Kontrak vir Erkenning as Vakman gedoen het ten opsigte van enige bepaalde aangewese ambag indien die Raad sodanige kontrak goedkeur, nadat genoemde persoon op toepaslike Loon A-werk daarkragtens gewerk het by sy werkgever en/of enige ander werkgever in die Nywerheid vir sodanige tydperke altesaam as wat deur die Raad vasgestel mag word;

(e) meerderjarige persone wat nie voorheen in die Nywerheid in diens was nie wat by die Raad aansoek gedoen het om 'n Kontrak vir Erkenning as Vakman ten opsigte van enige bepaalde aangewese ambag, indien die Raad na goeë dunks sodanige kontrak goedkeur, nadat genoemde persoon op toepaslike Loon A-werk gewerk het kragtens sodanige kontrak by sy voornemende werkgever en/of enige ander werkgever en/of enige ander werkgever in die Nywerheid vir sodanige tydperke altesaam as wat deur die Raad vasgestel mag word.

(2) Wanneer goeë dunks kragtens subklousule (1) by die Raad berus om die tydperk vas te stel wat deur 'n werknemer kragtens 'n Kontrak vir Erkenning as Vakman uitgedien moet word, moet die Raad enige dienstydpêrk op Loon A-werk kragtens vrystelling in aanmerking neem asook enige diens of ander werk, hetsy binne die Nywerheid of andersins, wat die Raad as voldoende verwant ag aan die aard van Loon A-werk wat van waarde sal wees om by te dra tot bevoegdheid by die verrigting van Loon A-werk en enige ander faktor wat die Raad na goeë dunks van toepassing ag en moet die Raad die tydperk wat uitgedien moet word, vasstel op vyf jaar verminder deur die tydperk wat die Raad gelyk ag aan die waarde van die vorige diens, ondervinding en ander toepaslike faktore vir die doel van Loon A-bevoegdheid in die betrokke ambag.

"Act" means the Industrial Conciliation Act, 1956;
 "apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Apprenticeship Act, 1944;
 "Council" means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;
 "Industry" means the Iron, Steel, Engineering and Metallurgical Industry or Industries as defined in the Main Agreement;
 "journeyman" means an employee who has completed a contract of apprenticeship under the Apprenticeship Act or a contract of apprenticeship recognised by the Council in any one of the classes of work specified under Rate A in Schedule A of Part III of the Main Agreement, or an employee who is over 21 years of age and in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman;
 "Main Agreement" means the Agreement published under Government Notice R. 479 of 29 March 1974;
 "Rate A work" means work classified at Rate A in the Main Agreement or an equivalent rate in any agreement operative in the Industry.

5. JOURNEYMAN RECOGNITION SCHEME

(1) From the date of commencement of this Agreement, the following persons not being journeymen or apprentices shall be deemed to be journeymen within the Industry for all purposes but in respect of not more than one trade:

(a) Major persons who at the date of commencement of this Agreement, have with the permission of the Council given by way of exemption, been employed on any of the classes of Rate A work which fall within the scope of one trade designated under the Apprenticeship Act 1944, for periods amounting in the aggregate to more than five years;

(b) major persons who, at the date of commencement of this Agreement, have with the permission of the Council, given by way of exemption, been employed on any classes of Rate A work which fall within the scope of any one designated trade for periods amounting in the aggregate to less than five years, if within six months from the date of commencement of this Agreement, the said employee and his employer notify the Council that the employee is desirous of entering into a Journeyman Recognition Contract with the Council in terms of the Agreement in respect of that trade after the said employee has worked on Rate A work under any such contract with his employer and any other employer in the Industry in such work for such additional periods in the aggregate as may be determined by the Council;

(c) major persons otherwise as described in paragraph (b) who have not notified the Council of a desire to enter into a Journeyman Recognition Contract within six months as aforesaid, but who have applied to the Council for such a contract, if the Council, in its discretion, approves of such contract, after the said employee has worked on Rate A work under any such contract with his employer and/or any other employer in the Industry for such additional periods in the aggregate as may be determined by the Council;

(d) major persons not previously employed on Rate A work but with previous experience on other classes of work in the Industry, who have applied to the Council for a Journeyman Recognition Contract in respect of any one designated trade, if the Council approves of such contract, after the said person has worked on appropriate Rate A work thereunder with his employer and/or any other employer in the Industry for such periods in the aggregate as may be determined by the Council;

(e) major persons not previously employed in the Industry who have applied to the Council for a Journeyman Recognition Contract in respect of any one designated trade, if the Council, in its discretion, approves of such a contract, after the said person has worked on appropriate Rate A work under such contract with his prospective employer and/or any other employer and/or any other employer in the Industry for such periods in the aggregate as may be determined by the Council.

(2) Whenever in terms of subsection (1) a discretion is vested in the Council to determine the period to be served by an employee under a Journeyman Recognition Contract, the Council shall take into account any period of employment on Rate A work under exemption and any employment on other work whether within the Industry or otherwise which the Council considers sufficiently related to the nature of Rate A work to have value in contributing to competence in the performance of Rate A work and any other factor which the Council in its discretion considers relevant and shall determine the period to be served as five years reduced by the period which the Council considers to be equivalent to the value of the previous employment, experience and other relevant factors for the purpose of Rate A competence in the trade concerned.

(3) Die Raad mag nie weier om 'n aansoek om 'n Kontrak vir Erkenning as Vakman goed te keur nie tensy sodanige weiering volg op 'n beslissing gedoen kragtens subklousule (9), of tensy die partye wat goedkeuring weier, redes daarvoor aan die Raad verstrekk en tensy sodanige redes na die Raad se mening vorige onbevredigende implementering van die Skema vir Erkenning as Vakman in die betrokke bydryfsinrigting weerspieël of tensy daar geskikte vakmanne of ander persone is ten opsigte van wie kontrakte goedgekeur is of persone voorheen in diens op Loon A-werk kragtens vrystelling deur die Raad verleen, wat werkloos is en bereid is om werk by die betrokke werkgewer te aanvaar, of om 'n ander rede waaroor die Raad mag besluit.

(4) Aansoeke om werk kragtens 'n Kontrak vir Erkenning as Vakman moet in die vorm wees wat deur die Raad voorgeskryf word en die toepaslike gedeelte daarvan moet ingevul word deur die aansoeker en deur die eerste werkgewer wat gewillig is om hom daarkragtens in diens te neem, en daarna deur die aansoeker en deur die volgende werkgewer wat gewillig is om hom daarkragtens in diens te neem.

(5) Die Kontrak vir Erkenning as Vakman moet in die vorm wees wat voorgeskryf word deur die Raad wat moet bepaal watter opleiding in die betrokke ambag ondergaan moet word, en dit moet onderteken word deur die Raad, die werknemer en deur die eerste werkgewer wat die Kontrak moet bewaar totdat die werknemer sy diens verlaat, en daarna deur elke werkgewer wat die werknemer in diens neem.

(6) Vir die toepassing van hierdie Ooreenkoms omvat "Raad" die Uitvoerende Komitee van die Raad of enige streekraad ten opsigte van sy regsgebied of enige ander komitee ingestel of aangestel deur die Raad om die Skema vir Erkenning as Vakman of enige aspekte daarvan toe te pas of om enige spesifieke plig in verband daarmee uit te voer wanneer dié optree kragtens die bevoegdheid hom deur die Raad verleen: Met dien verstande—

(i) dat enige besluit geneem deur sodanige komitee of ander liggaam hierbo bedoel, wat nie die Raad self of sy Uitvoerende Komitee is nie, onderworpe is aan bekragtiging deur die Uitvoerende Komitee; en

(ii) dat wanneer enige sodanige komitee of liggaam belas word met die plig om enige besluit te neem soos wat in hierdie Ooreenkoms bedoel word en enige sodanige komitee of liggaam oor die saak verdeel is, of om 'n ander rede nie in staat is om tot 'n beslissing te geraak nie, die saak verwys moet word na die Uitvoerende Komitee of enige ander komitee belas met die algemene toepassing van die Skema op 'n nasionale grondslag.

(7) Die lone wat betaal moet word en die diensvoorwaardes wat dwarsdeur die geldigheidsduur van enige Kontrak vir Erkenning as Vakman nagekom moet word, is dié wat van toepassing is op vakmanne in diens op Loon A-werk.

(8) (a) Diens kragtens 'n Kontrak vir Erkenning as Vakman kan te eniger tyd by onderlinge ooreenkoms beëindig word en 'n werkgewer kan die diens beëindig deur die toepaslike diensopsegging te gee: Met dien verstande dat—

(i) waar 'n werkgewer die kontrak wil beëindig en die werknemer te kenne gee dat hy nie ander werk kragtens die Skema vir Erkenning as Vakman aangebied is nie, die werkgewer die werknemer kragtens die kontrak moet behou vir 'n tydperk van hoogstens drie maande of totdat ander werk daarkragtens aan hom deur 'n ander werkgewer aangebied is of totdat die Raad so 'n aanbod verkry het vir die plasing van die werknemer en die huidige werkgewer daarvan in kennis stel, na gelang van watter gebeurtenis eerste plaasvind; en

(ii) niks hierin vervat die reg van enigeen van die partye om die diens sonder kennisgewing om enige regsgeldige rede te beëindig mag raak nie.

(b) Wanneer 'n kontrak beëindig word, moet die werkgewer op die toepaslike plek in die kontrak die tydperk van die werknemer se diens op toepaslike Loon A-werk aandui asook die aard van die werk verrig terwyl hy aldus in diens was en die kontrak aan die Raad terugstuur.

(c) Enige werkgewer wat 'n werknemer in diens neem wat voorheen by 'n ander werkgewer kragtens 'n Kontrak vir Erkenning as Vakman in diens was, moet by die Raad aansoek doen om magtiging om genoemde werknemer in diens te neem kragtens die kontrak, en wanneer hy die Kontrak van die Raad ontvang, moet hy die datum van die werknemer se indiensneming op die toepaslike Loon A-werk daarop inskryf, en paragraaf (b) is *mutatis mutandis* van toepassing op die werknemer se dienstdy- perke by hom.

(d) Die werkgewer in wie se diens die werknemer is by verstryking van die totale tydperk wat die werknemer op Loon A-werk vir erkenning as vakman moet uitdien, moet die inskrywings wat sy diens op Loon A-werk tot op daardie datum beskrywe, voltooi en in die toepaslike deel van die kontrak sertifiseer dat die volle kwalifiserende tydperk op toepaslike Loon A-werk uitge- dien is, hetsy die werknemer se dienste as vakman daarna behou word of nie en hierdie kontrak oorhandig aan die Raad wat die besonderhede moet aanteken en die kontrak moet terugstuur aan die werknemer wat die kontrak daarna moet behou as bewys van sy vakmanstatus in die ambag in die betrokke nywerheid.

(3) The Council shall not refuse to approve any application for a Journeyman Recognition Contract unless such refusal is consequent upon a decision made under subsection (9), or unless the parties objecting to approval furnish the Council with reasons therefor and unless such reasons in the Council's opinion reflect previous unsatisfactory implementation of the Journeyman Recognition Scheme in the establishment concerned or unless there are suitable journeymen or other persons in respect of whom contracts have been approved or persons previously employed on Rate A work under exemption issued by the Council who are unemployed and prepared to accept employment with the employer concerned or for such other reason as the Council may decide.

(4) Applications for employment under a Journeyman Recognition Contract shall be in the form prescribed by the Council and shall be completed as to the relevant portion thereof by the applicant and by the first employer who is willing to employ him thereunder, and thereafter by the applicant and by the next employer who is willing to employ him thereunder.

(5) The Journeyman Recognition Contract shall be in the form prescribed by the Council, which shall prescribe the training to be undergone in the relevant trade, and shall be signed by the Council, the employee and by the first employer who shall hold the Contract until the employee leaves his service, and thereafter by each employer who employs the employee.

(6) For the purposes of this Agreement "Council" shall include the Executive Committee of the Council or any regional council in respect of its area of jurisdiction or any other committee set up or appointed by the Council to administer the Journeyman Recognition Scheme or any aspects thereof or to carry out any specific duty in relation thereto when acting in terms of the powers delegated to it by the Council: Provided that—

(i) any decision taken by any such committee or other body referred to above, not being the Council itself or its Executive Committee, shall be subject to confirmation by the Executive Committee; and

(ii) whenever any such committee or body is charged with the duty of taking any decision such as is referred to in this Agreement and any such committee or body is divided on the issue or is otherwise unable to come to a decision, the matter shall be referred to the Executive Committee or any other committee charged with the overall administration of the Scheme on a national basis.

(7) The wages to be paid and working conditions to be observed throughout the period of operation of any Journeyman Recognition Contract shall be those applicable to journeymen employed on Rate A work.

(8) (a) Employment under a Journeyman Recognition Contract may be terminated at any time by mutual consent and an employer may terminate the employment by giving the appropriate notice: Provided that—

(i) where an employer wishes to terminate the contract and the employee indicates that he has not been offered other employment under the Journeyman Recognition Scheme, the employer shall retain the employee under the contract for a period not exceeding three months or until other employment thereunder has been offered to him by another employer or until the Council has secured such an offer for the placement of the employee and advises the current employer thereof, whichever event occurs first; and

(ii) nothing herein contained shall affect the right of either party to terminate the employment without notice for any cause recognised by law as good and sufficient.

(b) Upon any contract being terminated, the employer shall in the appropriate place on the contract indicate the period of the employee's employment on appropriate Rate A work and the nature of the operations performed while so employed and shall return the contract to the Council.

(c) Any employer who employs an employee previously employed by another employer under a Journeyman Recognition Contract shall apply to the Council for authority to employ the said employee under the Contract and on receipt of the Contract from the Council shall enter thereon the date of the employee's engagement on the appropriate Rate A work, and the provisions of paragraph (b) shall *mutatis mutandis* apply to the periods of his employment with him.

(d) The employer in whose employ the employee is at the expiry of the aggregate period to be served by the employee on Rate A work for recognition as a journeyman, shall complete the entries descriptive of his employment on Rate A work up to that date and certify in the appropriate part of the contract that the full qualifying period on appropriate Rate A work has been served, whether or not the employee's services as journeyman are retained thereafter, and shall deliver this contract to the Council, which shall note the particulars and transmit the contract to the employee after which he shall retain the contract as proof of his journeyman status in the trade in the industry concerned.

(9) Ondanks andersluidende bepalings hierin vervat, kan die Raad, indien dit blyk dat die tekort aan vakmanne en vakleerlinge soos voornoem, nie langer die voortsetting van die Skema vir Erkenning as Vakman soos hierin uiteengesit regverdig nie, of indien ander omstandighede hulle voordoen wat dit onwenslik maak om daarmee voort te gaan, of *in toto*, of met betrekking tot enige besondere ambag, gebied of bedryfsinrigting, weier om verdere kontrakte in verband daarmee goed te keur.

(10) (a) 'n Werknemer wat kragtens subklousule (1) (a) as 'n vakman erken word ten opsigte van enige ambag, moet deur die Raad voorsien word van 'n Sertifikaat van Erkenning in die vorm wat deur die Raad voorgeskryf word.

(b) 'n Werknemer, uitgesonderd 'n werknemer beskryf in paragraaf (a) van hierdie subklousule, wat die vereiste tydperk kragtens 'n Kontrak vir Erkenning as Vakman uitgedien het, moet deur die Raad voorsien word van 'n Sertifikaat vir Erkenning as Vakman in die betrokke ambag in die vorm wat deur die Raad voorgeskryf word.

6. TOEPASSING VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms.

7. AGENTE

'n Agent van die Raad het die reg om enige bedryfsinrigting binne te gaan en kan die werkgewer of enige werknemer ondervra, die registers nagaan en enige navrae doen met die doel om vas te stel of hierdie Ooreenkoms nagekom word of nie.

Namens die partye by die Raad op hierdie 1ste dag van Julie 1975 in Johannesburg onderteken.

T. P. MURRAY, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

W. R. GLASTONBURY, Hoofsekretaris.

(9) Notwithstanding anything to the contrary herein contained, the Council may, should it appear that the shortage of journeymen and apprentices as aforesaid ceases to justify a continuance of the Journeyman Recognition Scheme set out herein or should other circumstances prevail which render it undesirable to continue therewith, either *in toto*, or in relation to any particular trade, or area or establishment refuse to approve further contracts in relation thereto.

(10) (a) An employee who in terms of subsection (1) (a) is recognised as a journeyman in respect of any trade shall be issued by the Council with a Certificate of Recognition in the form prescribed by the Council.

(b) An employee, other than an employee described under paragraph (a) of this subsection, who has served under a Journeyman Recognition Contract for the period required shall be issued by the Council with a Certificate of Recognition as a Journeyman in the trade concerned in the form prescribed by the Council.

6. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement.

7. AGENTS

An Agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

Signed at Johannesburg on behalf of the parties to the Council this 1st day of July 1975.

T. P. MURRAY, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

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Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

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