



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 1705

13 Augustus 1982

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—OOREENKOMS VIR ERKENNING AS VAKMAN

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1987 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings 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 klousules 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1987 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID
OOREENKOMS VIR ERKENNING AS VAKMAN

ingevolge die Wet op Arbeidsverhoudinge, 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

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1705

13 August 1982

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—JOURNEYMAN RECOGNITION AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1987, 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 31 May 1987, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

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

JOURNEYMAN RECOGNITION AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and 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

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 Association
 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, Electronics 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 Yskor Bepark en S.A. Manganese Amcor Limited van toepassing nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vastel en bly van krag vir 'n tydperk van vyf jaar vanaf daardie datum of vir 'n tydperk wat die Minister bepaal.

3. DOELSTELLINGS VAN OOREENKOMS

Aangesien daar erken word dat daar 'n ernstige tekort aan vakmanne in die Nywerheid is ten opsigte van werk geklassifiseer as Loon A-werk, 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. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"vakleerling" 'n werknemer in diens ooreenkomstig 'n skriftelike leerkontrak wat deur die Raad erken word of 'n leerkontrak geregistreer ingevolge die Wet op Mannekragopleiding, 1981;

"Raad" die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

"Nywerheid" die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid of Nywerhede soos omskryf in die Hoofooreenkoms;

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 Association
 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, Electronics 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 the 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 Iscor limited and S.A. Manganese Amcor Limited.

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 Manpower in terms of section 48 of the Act and shall remain in force for a period of five years from the date or for 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 journeyman and apprentices in the Industry in relation to work classified as Rate A work, 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 that they shall be recognised by the parties as such.

4. DEFINITIONS

Any Expressions used in this Agreement which are defined in the Labour Relations 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—

"Act" means the Labour Relations 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 Manpower Training Act, 1981;

"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;

"vakman" 'n werknemer wat 'n leerkontrak voltooi het ooreenkomstig die Wet op Mannekragopleiding, 1981, of 'n leerkontrak wat deur die Raad erken word in engeen van die klasse werk soos onder Loon A in Bylae G van Deel II van die Hoofdooreenkoms genoem, of 'n werknemer oor die leeftyd van 21 jaar wat die houer is van 'n sertifikaat wat deur die Raad erken of uitgereik word en wat hom in staat stel om as vakman in diens geneem te word;

"Hoofdooreenkoms" die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1329 van 27 Junie 1980;

"Loon A-werk" werk ingedeel onder Loon A in die Hoofdooreenkoms of 'n gelykstaande loon in 'n ooreenkoms van toepassing in hierdie Nywerheid.

5. SKEMA VIR ERKENNING AS VAKMANNE

(1) Vanaf die datum van inwerkingtreding van hierdie Skema moet meerderjarige persone wat ambagsmankontrakte aangegaan het ingevolge Goewermenskennisgewings R. 605 van 14 April 1972 en R. 1744 van 19 September 1975 erken en geag word ambagsmanne binne die Nywerheid te wees vir alle doeleindes maar ten opsigte van hoogstens een ambag nadat so 'n meerderjarige persoon op Loon A-werk op kontrak by sy werkgever en 'n ander werkgever in die Nywerheid sodanige werk verrig het vir sodanige bykomende tydperke altesaam as wat die Raad bepaal het.

(2) Die Raad mag nie weier om die oorplasing van 'n Kontrak vir Erkenning as Ambagsman goed te keur nie tensy die partye wat die goedkeuring teenstaan redes daarvoor aan die Raad verstrek en tensy sodanige redes na die Raad se mening vorige onbevredigende implementering van die Skema vir die Erkenning van Ambagsman in die betrokke bedryfsinrigting weerspieël, of tensy daar geskikte vakmanne is wat werkloos is en bereid is om werk by die betrokke werkgever te aanvaar, of om 'n ander rede waaroor die Raad besluit.

(3) Aansoeke om oorplasing ten opsigte van werk onderneem 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 aanseeker en deur die volgende werkgever wat gewillig is om hom daarkragtens in diens te neem.

Sodanige aansoek moet aan die Raad gerig word binne 30 dae na die datum van indiensneming deur die nuwe werkgever en moet vergesel gaan van 'n dienssertifikaat soos uitgereik deur die vorige werkgever om aanenlopende diens in die Nywerheid te bevestig.

Waar aansoeke om oorplasing nie binne 'n tydskedule van drie maande na datum van ontslag by die vorige werkgever ingedien word nie is sodanige Kontrak van nul en gener waarde.

(4) 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 werkgever wat die Kontrak moet bewaar totdat die werknemer sy diens verlaat, en daarna deur elke werkgever wat die werknemer in diens neem.

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

(i) dat 'n 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 sodanige komitee of liggaam belas word met die plig om 'n 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 'n ander komitee belas met die algemene toepassing van die Skema op 'n nasionale grondslag.

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

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

(i) waar 'n werkgever 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 werkgever die werknemer kragtens die kontrak moet behou vir 'n tydperk van hoogstens drie maande of totdat ander werk daarkragtens aan hom deur 'n ander werkgever aangebied is of totdat die Raad so 'n aanbod verkry het vir die plasing van die werknemer en die huidige werkgever daarvan in kennis stel, na gelang van watter gebeurtenis eerste plaasvind; en

(ii) niks hierin vervat die reg van engeen van die partye om die diens sonder kennisgewing om 'n regsgeldige rede te beëindig, mag raak nie.

"journey man" means an employee who has completed a contract of apprenticeship under the Manpower Training Act, 1981, or a contract of apprenticeship recognised by the Council in any one of the classes of work specified under Rate A in Schedule G of Part II 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. 1329 of 27 June 1980;

"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 Scheme major persons who entered into contracts in respect of a trade in terms of the provisions of Government Notices R. 605 of 14 April 1972 and R. 1744 of 19 September 1975 shall be recognised and deemed to be journeymen within the Industry for all purposes but in respect of not more than one trade after the said major person 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 have been determined by the Council.

(2) The Council shall not refuse to approve any application for the transfer of a Journeyman Recognition Contract 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 who are unemployed and prepared to accept employment with the employer concerned or for such other reason as the Council may decide.

(3) Applications for the transfer of employment under a Journeyman Recognition Contract shall be in the form prescribed by the Council and shall be completed as to the relevant part thereof by the applicant and by the next employer who is willing to employ him thereunder.

Such application is to be submitted to the Council within 30 days from the date of employment by the new employer and is to be accompanied by a certificate of service from the immediate previous employer, so as to substantiate continuous service in the Industry.

Applications for transfer not received within a period of three months from date of termination of employment with the previous employer shall render such Contract null and void.

(4) 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.

(5) 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.

(6) 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.

(7) (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) Wanneer 'n Kontrak beëindig word, moet die werkgever 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) 'n Werkgever wat 'n werknemer in diens neem wat voorheen by 'n ander werkgever 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 dié werknemer se indiensneming op die toepaslike Loon A-werk daarop inskryf, en paragraaf (b) is *mutatis mutandis* van toepassing op die werknemer se dienstydsperk by hom.

(d) Die werkgever 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 gedeelte van die Kontrak sertifiseer dat die volle kwalifiserende tydperk op toepaslike Loon A-werk uitgedien is, hetsy die werknemer se dienste as vakman daarna behou word of nie, en hy moet 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.

(8) Die Raad moet aan 'n werknemer wat die vereiste dienstydsperk kragtens 'n Kontrak vir Erkenning as Vakman voltooi het 'n Sertifikaat van Erkenning as Vakman in die betrokke ambag uitreik in die vorm soos deur die Raad voorgeskryf.

6. ADMINISTRASIE VAN OOREENKOMS

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

7. AGENTE

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

Namens die partye op hede die 22ste dag van Maart 1982 in Johannesburg onderteken.

W. E. KIRKWOOD, Voorsitter.

A. J. VAN DER WATT, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

(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 who shall thereafter retain the Contract as proof of his journeyman status in the trade in the industry concerned.

(8) An employee 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 for and on behalf of the parties this 22nd day of March 1982.

W. E. KIRKWOOD, Chairman.

A. J. VAN DER WATT, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1706

13 Augustus 1982

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—AMBAGSMANOPELIDING-EN ERKENNINGSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1987 eindig, bindend is vir die werkgeversorganisasies en die Vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgevers 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 klousules 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1987 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

No. R. 1706

13 August 1982

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—ARTISAN TRAINING AND RECOGNITION AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956 declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1987, 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 31 May 1987, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-,
INGENIEURS- EN METALLURGIESE NYWERHEIDOPLEIDING EN ERKENNING VAN AMBAGSMANNE VIR DIE
METAAL- EN INGENIEURSNYWERHEID

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aange-
gaan tussen die

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association
East London Engineers' and Founders' Employers' Association
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)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
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 Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Associa-
tion
S.A. Air Conditioning Equipment 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. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and 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
Electrical and Allied Workers' Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
National Union of Engineering Industrial and Allied Workers
Radio, Television, Electronics 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 deur
alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metal-
lurgiese Nywerhede nagekom word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van
Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n
tydperk van vyf jaar vanaf daardie datum of die tydperk wat die Minister
bepaal.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL,
ENGINEERING AND METALLURGICAL INDUSTRYTRAINING AND RECOGNITION OF ARTISANS FOR THE
METAL AND ENGINEERING INDUSTRIES

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made
and entered into by and between the

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association
East London Engineers' and Founders' Employers' Association
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)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
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 Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Associa-
tion
S.A. Air Conditioning Equipment 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. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and 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 organisa-
tions") 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
Electrical and Allied Workers' Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
National Union of Engineering Industrial and Allied Workers
Radio, Television, Electronics 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 the parties to the National Industrial Council for the Iron, Steel,
Engineering and Metallurgical Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed throughout the Republic
of South Africa by all employers and employees in the Iron, Steel,
Engineering and Metallurgical Industries.

2. PERIOD OF OPERATION

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

3. DOELSTELLINGS VAN DIE OOREENKOMS

(1) Aangesien daar algemeen aanvaar word dat dit in belang van die Nywerheid is dat persone op 'n ander wyse as ambagsmanne erken moet word as deur die voltooiing van 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, word daar deur die partye ooreengekom dat—

(a) persone wat ingevolge hierdie Ooreenkoms opgelei is en/of deur sertifisering erken word, vir alle doeleindes geag moet word ambagsmanne in die Nywerheid te wees en deur die partye as sodanig erken moet word; en

(b) dat die Ooreenkoms vir die Opleiding van Ambagsmanne vir die Metaalnywerheid beëindig word en dat alle kontrakte ingevolge daardie Ooreenkoms aangegaan, geag moet word kontrakte te wees wat ingevolge en behoudens hierdie Ooreenkoms aangegaan is.

4. WOORDOMSKRYWING

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

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“vakleerling” 'n werknemer wat 'n vakleerlingskontrak uitdien wat geregistreer is ingevolge die Wet op Mannekragopleiding, 1981;

“ambagsman” 'n vakman soos hierna omskryf onder “vakman”;

“Raad” die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

“Nywerheid” die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos in die Hoofooreenkoms omskryf;

“vakman” 'n werknemer wat 'n vakleerlingskontrak ingevolge die Wet op Mannekragopleiding, 1981, uitgedien het of 'n vakleerlingskontrak wat deur die Raad erken word in enigen van die klasse werk onder Loon A in die Hoofooreenkoms ingedeel of 'n werknemer in besit van 'n sertifikaat deur die Raad erken of uitgereik wat hom in staat stel om as vakman in diens geneem te word;

“Skema vir Erkenning as Vakman” die Skema ingestel ingevolge die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1744 van 19 September 1975, soos van tyd tot tyd verleng en gewysig;

“Hofooreenkoms” die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1329 van 27 Junie 1980 en alle latere wysigings of verandering daarvan;

“Loon A-werk” werk ingedeel as loon A-werk in die Hofooreenkoms of 'n gelykstaande loon van toepassing in ander ooreenkomste wat in die Nywerheid van krag is;

“Streekraad” 'n komitee wat as sodanig deur die Raad ingevolge sy konstitusie aangestel word;

“Streek A” die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Frasersburg, George, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurance, Heerenracht, Strandgebied, Kaapstad, 8001;

“Streek B” die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbush, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Streekraad Grens), Posbus 7227, Oos-Londen, 5200, of Carmel House, Gladstonestraat 7-9, Oos-Londen, 5201;

“Streek C” die provinsie Natal, en ten opsigte van hierdie bepaalde gebied is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 10799, Marine Parade, 4056, of Metal Industries House, Ordananceweg 15, Durban, 4001;

“Streek D” die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelands Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;

3. OBJECTIVES OF THE AGREEMENT

(1) Whereas it is agreed that it is in the interest of the Industry that persons shall be recognised as artisans by other means than the completion of an apprenticeship in terms of the Manpower Training Act, 1981, it is agreed by the parties—

(a) that persons trained and/or recognised by certification in terms of this Agreement shall be deemed to be artisans in the Industry for all purposes and shall be recognised by the parties as such; and

(b) that the Metal Industries Artisan Training Agreement be discontinued and all contracts entered into in terms of that Agreement be deemed to be contracts entered into in terms of and subject to the provisions of this Agreement.

4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations 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—

“Act” means the Labour Relations Act, 1956;

“apprentice” means an employee serving a contract of apprenticeship registered under the Manpower Training Act, 1981;

“artisan” means a journeyman as defined under “journeyman”;

“Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

“Industry” means the Iron, Steel, Engineering and Metallurgical Industry as defined in the Main Agreement;

“journeyman” means an employee who has completed a contract of apprenticeship under the Manpower Training Act, 1981, or a contract of apprenticeship recognised by the Council in any one of the classes of work specified under Rate A in the Main Agreement or an employee in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman;

“Journeyman Recognition Scheme” means the Scheme established in terms of the Agreement published under Government Notice R. 1744 dated 19 September 1975, as extended and amended from time to time;

“Main Agreement” means the Agreement published under Government Notice R. 1329 of 27 June 1980 and any subsequent amendments or replacement thereof;

“Rate A work” means work classified at Rate A in the Main Agreement or an equivalent rate in any agreement operative in the Industry;

“Regional Council” means any committee appointed as such by the Council in terms of its constitution;

“Region A” means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Frasersburg, George, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (C.P.), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507, Pearl Assurance, Heerenracht, Foreshore, Cape Town, 8001;

“Region B” means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbush, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

“Region C” means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: The National Industry Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 10799, Marine Parade, 4056, or Metal Industries House, 15 Ordanance Road, Durban, 4001;

“Region D” means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrostrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of "Amaleng", Devillierstraat 8, Johannesburg, 2001;

"Streek F" die provinsie die Oranje-Vrystaat, uitgesonderd die landdrostrikte Parys en Sasolburg, en omvat dit die landdrostrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460 of Suite 1, Eerste Verdieping, Constantiëgebou, Bokstraat 22, Welkom, 9460;

"Ooreenkoms vir die Opleiding van Ambagsmanne vir die Metaal-nywerheid" die Ooreenkoms wat op 12 Maart 1980 namens die partye onderteken is en kragtens artikel 31 van die Wet aan die Minister van Mannekrag voorgelê is;

"kwekeling" 'n werknemer in diens ingevolge 'n Kontrak vir die Opleiding van Ambagsmanne kragtens hierdie Ooreenkoms.

5. SKEMA VIR DIE OPLEIDING EN ERKENNING VAN AMBAGSMANNE

(1) Ondanks andersluidende bepalings in 'n ander ooreenkoms wat van krag is in die Nywerheid, en vanaf die datum van inwerkingtreding van hierdie Ooreenkoms—

(a) moet persone ouer as 25 jaar met 'n onderwyspeil wat vir die Raad aanneemlik is en wat, hoewel hulle nie ambagsmanne of vakleerlinge vir die doel van die Hofooreenkoms is nie, die Raad oortuig het dat hulle vir tydperke van altesaam vyf jaar of langer, werksaam was en opleiding ontvang het in enigiene van die klasse Loon A-werk wat binne die bestek val van 'n aangewese ambag ingevolge die Wet op Mannekragopleiding, 1981, behoudens die Raad se goedkeuring, vir alle doeleindes geag word ambagsmanne in die Nywerheid te wees in dié ambag wat die Raad bepaal en is hulle geregtig om voort te gaan met Loon A-werk in dié ambag: Met dien verstande dat sodanige persone, ná aansoek by die Raad, gestaaf deur bewys van onderwyspeil en sodanige vorige diens en opleiding in Loon A-werk en ná suksesvolle aflegging van sodanige toets as wat die Raad na goeddunke vereis, van die Raad 'n sertifikaat van erkenning as ambagsman in dié ambag moet verkry in die vorm soos deur die Raad voorgeskryf; en

(b) moet die volgende persone toegelaat word om enigiene van die klasse Loon A-werk te verrig wat binne die bestek val van 'n aangewese ambag ingevolge die Wet op Mannekragopleiding, 1981, waarvoor die Raad na goeddunke toestemming verleen het dat opleiding ingevolge hierdie Ooreenkoms deur werkgewers verskaf kan word:

(i) Persone ouer as 21 jaar met vorige toepaslike ondervinding in die Nywerheid wat by die Raad aansoek doen om 'n Kontrak vir die Opleiding van Ambagsmanne soos deur die Raad voorgeskryf, ten opsigte van 'n aangewese ambag en wat dit verkry, terwyl hulle ingevolge sodanige Kontrak opleiding in dié ambag ondergaan vir altesaam sodanige tydperke as wat die Raad bepaal, met inagneming van die ondervinding van die betrokke persoon in toepaslike klasse Loon A-werk of in ander klasse werk in die Nywerheid;

(ii) persone ouer as 21 jaar met geen vorige toepaslike ondervinding van Loon A-werk of ander klasse werk in die Nywerheid wat in aanmerking geneem kan word by die bepaling van vorige ondervinding nie wat by die Raad aansoek doen om 'n Kontrak vir die Opleiding van Ambagsmanne soos deur die Raad voorgeskryf ten opsigte van 'n aangewese ambag, en wat dit verkry, terwyl hulle ingevolge sodanige Kontrak opleiding in dié ambag ondergaan vir altesaam sodanige tydperke as wat die Raad bepaal;

(iii) persone in diens ingevolge kontrakte aangegaan kragtens die Ooreenkoms vir die Opleiding van Ambagsmanne vir die Metaalnywerheid, welke kontrakte geag moet word kontrakte te wees wat aangegaan is ingevolge en behoudens die voorwaardes van hierdie Ooreenkoms, met inbegrip van die Opleidingskodes in die Werkskemas in verband met hierdie Ooreenkoms, en wel gedurende die oorblywende tydperk wat dié kontrakte van krag is en ten opsigte waarvan die Raad die opleiding moet voorskryf wat gegee moet word.

(2) Wanneer die diskresie ingevolge subklousule (1) by die Raad berus om die opleidingstydperk te bepaal wat 'n kwekeling kragtens 'n Kontrak vir die Opleiding van Ambagsmanne moet ondergaan, moet die Raad alle diensstydperke in toepaslike Loon A-werk wat met die Raad se toestemming by wyse van vrystelling verrig is in aanmerking neem, asook alle diens van toets wat met sukses voltooi is of ander toepaslike werk, binne die Nywerheid of andersins, wat die Raad genoegsaam toepaslik by die aard van Loon A-werk beskou om by te dra tot bevoegdheid by die uitvoering van Loon A-werk wat op die Kontrak betrekking het, sowel as ander

"Region E" means the Province of the Transvaal excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or "Amaleng", 8 De Villiers Street, Johannesburg, 2001;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafikeng, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460;

"Metal Industries Artisans Training Agreement" means the Agreement signed on behalf of the parties on 12 March 1980 and submitted to the Minister of Manpower in terms of section 31 of the Act;

"trainee" means an employee employed under an Artisan Training Contract in terms of this Agreement.

5. ARTISAN TRAINING AND RECOGNITION SCHEME

(1) Notwithstanding anything to the contrary contained in any other agreement operative in the Industry, from the date of commencement of this Agreement—

(a) persons over the age of 25 years with educational levels satisfactory to the Council who, not being artisans or apprentices for purposes of the Main Agreement, and who have satisfied the Council that they have been employed and trained on any of the classes of Rate A work which fall within the scope of a trade designated under the Manpower Training Act, 1981, for periods amounting in the aggregate to five years or more, shall, subject to the Council's approval be deemed to be artisans for all purposes within the Industry in such trade as the Council may determine and shall be entitled to continue doing Rate A work in that trade: Provided that such persons shall, on application to the Council, supported by evidence of educational level and such previous employment and training on Rate A work, and having successfully completed such test as the Council may, in its discretion, require, obtain from the Council a Certificate of Recognition as an Artisan in that trade in the form prescribed by the Council; and

(b) the following persons shall be permitted to do any of the classes of Rate A work which fall within the scope of a trade designated under the Manpower Training Act, 1981, for which the Council, in its discretion, has agreed that training may be provided by employers in terms of this Agreement:

(i) Persons over the age of 21 years, with previous related experience in the Industry, who apply to the Council for, and obtain, an Artisan Training Contract as prescribed by the Council in respect of any one designated trade, whilst undergoing training in that trade in terms of such Contract for such periods in the aggregate as the Council may determine after taking into account the experience gained by the person concerned on appropriate classes of Rate A work or other classes of work in the Industry;

(ii) persons over the age of 21 years, with no previous related experience on Rate A or other classes of work in the Industry which can be taken into account in determining previous experience, who apply to the Council for, and obtain, an Artisan Training Contract as prescribed by the Council in respect of any one designated trade, whilst undergoing training in that trade in terms of such Contract for such periods in the aggregate as the Council may determine;

(iii) persons engaged under contracts entered into in terms of the Metal Industries Artisan Training Agreement, which contracts shall be deemed to be contracts entered into, under and subject to the conditions of this Agreement, including the Schedules of Training and Schemes of Work relating to this Agreement, during the remaining period of operation of such contracts and in respect of which the Council shall determine the training to be given.

(2) Whenever, in terms of subsection (1), a discretion is vested in the Council to determine the period of training to be given to a trainee under an Artisan Training Contract, the Council shall take into account any period of employment on related Rate A work which was done with the permission of the Council by way of exemption, and any employment or tests successfully completed, or other related 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 the Rate A work to which the Contract relates, and any other factor which the Council, in its discretion, considers relevant. The Council shall

faktore wat die Raad na goeëdunke toepaslik beskou. Die Raad moet bepaal watter opleiding die kwekeling moet voltooi, gebaseer op 'n vermindering van die getal opleidingsmodules, of gedeeltes daarvan, soos vasgestel in die Opleidingskediule wat die Raad moet voorskryf, wat die Raad gelykwaardig ag aan die vorige diens, ondervinding en ander toepaslike faktore vir die doel van Loon A-bevoegdheid in die betrokke ambag.

(3) Die onderwyskwalifikasies wat vereis word vir toelating tot 'n Opleidingskontrak ingevolge subklousule (1) (b) moet deur die Raad bepaal word ten opsigte van e'keen van die aangewese ambagte waarvoor opleiding ingevolge hierdie Ooreenkoms verskaf word.

(4) Ingeval die Raad weier om 'n aansoek om 'n Kontrak vir die Opleiding van Ambagsmanne goed te keur, moet die party(e) wat teen die Raad se beslissing beswaar maak die redes daarvoor aan die Raad verstrek. Sodanige redes kan o.a. insluit vorige onbevredigende implementering van die Ooreenkoms vir die Opleiding en Erkenning van Ambagsmanne of die Skema vir Erkenning van Vakmanne in die betrokke bedryfsinrigting, of dat daar geskikte vakmanne of ander persone beskikbaar is ten opsigte van wie kontrakte goedgekeur is of dat persone vroeër in diens in Loon A-werk ingevolge vrystelling deur die Raad uitgereik werkloos is en bereid is om diens by die betrokke werkgever te aanvaar, of dat die verhouding van gekwalifiseerde vakmanne tot kwekelinge in 'n besondere ambag in dié bedryfsinrigting onbevredigend is, of sodanige ander redes as wat die Raad bepaal.

(5) Aansoeke om indiensneming ingevolge 'n Kontrak vir die Opleiding van Ambagsmanne moet gedoen word in die vorm soos deur die Raad voorgeskryf en die relevante gedeelte daarvan moet ingevul word deur die aansoeker, bygestaan deur sy voog, indien van toepassing, en deur die werkgever wat bereid is om die aansoeker onder kontrak in diens te neem.

(6) Die Kontrak vir die Opleiding van Ambagsmanne moet in die vorm wees soos voorgeskryf deur die Raad wat die opleiding en die toetse moet voorskryf wat in die betrokke ambag afgelê moet word, en dit moet onderteken word deur die Raad, die kwekeling, bygestaan deur sy voog, indien van toepassing, en deur die werkgever, wat die Kontrak moet bewaar.

(7) Vir die toepassing van hierdie Ooreenkoms omvat "Raad" die Uitvoerende Komitee van die Raad of 'n ander komitee deur die Raad saamgestel of aangestel om die Ooreenkoms vir die Opleiding en Erkenning van Ambagsmanne of aspekte daarvan te administreer of om 'n bepaalde plig in dié verband uit te voer wanneer sodanige komitee handel ingevolge die bevoegdhede deur die Raad aan hom gedelegeer: Met dien verstande dat—

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

(ii) wanneer sodanige komitee of liggaam belas word met besluitneming soos in hierdie Ooreenkoms bedoel en sodanige komitee of liggaam verdeel is oor die saak of anders nie tot 'n beslissing kan geraak nie, die saak na die Uitvoerende Komitee verwys moet word.

(8) Die minimum lone wat betaal moet word en die diensvoorwaardes wat nagekom moet word tydens die duur van 'n Kontrak vir die Opleiding van Ambagsmanne moet deur die Raad vasgestel word wanneer die Kontrak aangegaan word, maar moet in elk geval nie strydig wees met die algemene bepalinge in Deel I van die Hoof-ooreenkoms voorgeskryf nie: Met dien verstande dat die loonskaal in die Kontrak bepaal, uitgedruk moet word as 'n persentasie van die loonskaal vir Loon A-werk soos in die Hoof-ooreenkoms voorgeskryf: Voorts met dien verstande dat indien 'n kwekeling by Kontrak-aanvaarding by dieselfde werkgever 'n hoër loon ontvang as dié ingevolge hierdie subklousule voorgeskryf, sodanige kwekeling steeds dié hoër loon moet ontvang, plus die bedrag van die gewaarborgde minimum verhoging van toepassing op die werk wat hy onmiddellik voor Kontrak-aanvaarding verrig het en wat in werking mag tree as gevolg van 'n wysiging van die Hoof-ooreenkoms.

(9) (a) Diens ingevolge 'n Kontrak vir die Opleiding van Ambagsmanne kan met die toestemming van die Raad beëindig word na onderlinge ooreenkoms deur die partye. Die Raad moet die kennisgewingstermyn bepaal wat die kwekeling moet uitdien, met inagneming van die omstandighede en die voltooiingsdatum van die volgende module en toets waar moontlik. Indien die kwekeling in gebreke bly om die vereiste kennisgewingstermyn uit te dien, is die werkgever daarop geregtig om 'n bedrag van hoogstens die kwekeling se weekloon te weerhou, en die werkgever moet alle verskuldigde bedrae, met inbegrip van alle verlofbesoldiging en verlofbonus, aan die Streekraad stuur soos vereis deur klousules 12 (5) en 14 (3) van die Hoof-ooreenkoms, vir betaling aan die kwekeling as hy daarom aansoek doen wanneer hy vir verlof sou gekwalifiseer het. Die werkgever moet terselfdertyd die kwekeling se Kontrak, ingevul soos ingevolge paragraaf (b) van hierdie subklousule vereis, aan die Raad stuur. Die betrokke kwekeling verbeur alle bedrae aldus deur die werkgever weerhou, tensy hy tot tevredenheid van die Raad kan bewys dat hy die vereiste kennisgewingstermyn uitgedien het.

(b) By Kontrakbeëindiging moet die werkgever op die toepaslike plek in die Kontrak die modules en toetse aandui wat die kwekeling in die toepaslike Loon A-werk met sukses voltooi het asook die aard van die werksaamhede wat hy verrig het terwyl hy aldus in diens was, en die Kontrak aan die Raad terugbesorg. 'n Werkgever in die Nywerheid wat in staat en gewillig is om 'n kwekeling in diens te neem wie se Kontrak vir die Opleiding van Ambagsmanne onvoltooid is, kan by die Raad aansoek doen om sodanige kwekeling in diens te neem en om die res van die opleiding te

determineer die training te beëindig deur die trainee, gebaseer op 'n reduksie in die aantal opleidingsmodules, of dele van modules, as aangedui in die Opleidingskediule wat die Raad moet voorskryf, wat die Raad gelykwaardig ag aan die vorige diens, ondervinding en ander toepaslike faktore vir die doel van Rate A-kompetensie in die handelsbedryf.

(3) The educational qualification requirements for entry into a Training Contract in terms of subclause (1) (b) shall be determined by the Council in respect of each of the designated trades for which training is provided in terms of this Agreement.

(4) In the event of the Council refusing to approve any application for an Artisan Training Contract, the party/parties objecting to the Council's decision shall furnish the Council with reasons therefor. Such reasons may include, *inter alia*, previous unsatisfactory implementation of the Artisan Training and Recognition Agreement or the Journeyman Recognition Scheme in the establishment concerned, or that there are suitable journeymen or other persons in respect of who 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 that, in a particular trade, the ratio of qualified artisans to trainees in that establishment is unsatisfactory, or such other reason as the Council may consider appropriate.

(5) Applications for employment under an Artisan Training Contract shall be in the form prescribed by the Council and shall be completed as to the relevant part thereof by the applicant, assisted by his guardian, if applicable, and by the employer who is willing to employ him thereunder.

(6) The Artisan Training Contract shall be in the form prescribed by the Council, which shall prescribe the training and tests to be undergone in the relevant trade, and shall be signed by the Council, the trainee, assisted by his guardian, if applicable, and by the employer, who shall hold the Contract.

(7) For the purposes of this Agreement, "Council" shall include the Executive Committee of the Council or any other committee set up or appointed by the Council to administer the Artisan Training and Recognition Agreement, or any aspects thereof, or to carry out any specific duty in relation thereto when acting in terms of 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.

(8) The minimum wages to be paid and working conditions to be observed throughout the period of operation of any Artisan Training Contract shall be determined by the Council at the time of entry into the Contract, but shall, in any event, not be inconsistent with the general provisions prescribed in Part I of the Main Agreement: Provided that the wage rates specified in the Contract shall be expressed as percentages of the wage rate for Rate A work as prescribed in the Main Agreement: Provided further that if, upon commencement of a Contract, a trainee employed by the same employer is in receipt of a higher rate than that prescribed in terms of this subsection, such trainee shall continue to receive not less than such higher rate, increased by the amount of any guaranteed minimum increase applicable to the work he was performing immediately prior to commencement of his Contract, which may come into force as a result of an amendment to the Main Agreement.

(9) (a) Employment under an Artisan Training Contract may, with the permission of the Council, be terminated by mutual consent of the parties. The Council shall determine the period of notice to be served by the trainee, taking into consideration the circumstances and the completion of the next module and test wherever possible. Should the trainee fail to serve the required period of notice, the employer shall be entitled to withhold an amount not exceeding the weekly wage of the trainee, and the employer shall forward any moneys due, including any leave pay and leave bonus, to the Regional Council as required by sections 12 (5) and 14 (3) of the Main Agreement, for payment to the trainee on application by the trainee when he would have qualified for leave. The employer shall, at the same time, forward to the Council the trainee's Contract, completed as required in paragraph (b) of this subsection. Any amount so withheld by the employer shall be forfeited by the trainee concerned unless he is able to prove to the satisfaction of the Council that he has served the required period of notice.

(b) Upon any Contract being terminated, the employer shall, in the appropriate place on the Contract, indicate the modules and tests successfully completed by the trainee on appropriate Rate A work and the nature of the operations performed whilst so employed, and shall return the Contract to the Council. Any employer in the Industry who is able and willing to engage a trainee whose Artisan Training Contract is uncompleted, may apply to the Council to engage such trainee and to provide the

verskaf soos voorgeskryf. Sodanige werkgewer moet al die vereistes van hierdie Ooreenkoms nakom en word die tweede of daaropvolgende werkgewer genoem.

(c) Geen werkgewer of tweede of daaropvolgende werkgewer, na gelang van die geval, mag 'n kwekeling ingevolge 'n Kontrak vir die Opleiding van Ambagsmanne in diens neem nie tensy hy by die Raad aansoek gedoen het en magtiging verkry het om die kwekeling ingevolge 'n Kontrak of die oorblywende gedeelte van 'n Kontrak, na gelang van die geval, in diens te neem.

(10) Aan 'n kwekeling wat 'n Kontrak vir die Opleiding van Ambagsmanne uitgedien het en wat die werkgewer en die Raad oortuig het dat hy die vereiste bekwaamheidspeil bereik het en wat die toetse in die betrokke ambag, soos voorgeskryf ingevolge die Kontrak in klousule 5 (1) (b) (i), (ii) en (iii) van hierdie Ooreenkoms bedoel, met sukses afgeleë het, moet die Raad 'n Sertifikaat van Erkenning as Ambagsman in dié ambag uitreik in die vorm deur die Raad voorgeskryf. Met dien verstande dat indien 'n kwekeling nie binne 'n tydperk van vyf jaar ná die aanvangsdatum van sy Kontrak die vereiste bekwaamheidspeil in die betrokke ambag kon bereik nie daar van hom vereis moet word om 'n toets suksesvol af te lê soos in klousule 5 (1) (a) van hierdie Ooreenkoms voorgeskryf, anders mag hy nie as 'n ambagsman ingevolge hierdie Ooreenkoms erken word nie.

6. OPLEIDINGSPROSEDURES

(1) Die vakverenigings wat die partye by hierdie Ooreenkoms is, kan voornemende kwekelinge wat die onderwyskwalifikasies behaal het soos deur die Raad ingevolge klousule 5 (3) van hierdie Ooreenkoms bepaal na 'n werkgewer verwys, maar in alle gevalle berus die beslissing of hy 'n voornemende kwekeling vir opleiding wil aanvaar by die werkgewer.

(2) Kwekelinge moet opgelei word ooreenkomstig die Opleidingskules en die Werkskemas wat deur die Raad voorgeskryf word.

(3) Die aanbevole onderrigtye in die Opleidingskules uiteengesit, is dié wat vir die gewone kwekelinge geld. Kwekelinge wat aanleg toon vir gevorderde opleiding kan te eniger tyd getoets word, en as hulle slaag, moet hulle tot die volgende hoër opleidingsmodule bevorder word, behoudens 'n minimum opleidings tydperk soos vir elke module goedgekeur.

(4) Die kwekeling se bekwaamheid in 'n bepaalde opleidingsmodule word bepaal deur die uitslag in 'n toets deur die Raad goedgekeur, deur die werkgewer afgeneem en deur die kwekeling afgeleë.

(5) In die geval van elke Kontrak moet besonderhede van die opleiding wat ontvang is, aangeteken word in 'n logboek wat deur die Raad goedgekeur is, deur die kwekeling onderteken en deur die werkgewer medeonderteken word as ware weergawe van die opleiding ingevolge hierdie Ooreenkoms. Sodanige logboek moet sertifikate insluit, behoorlik deur die kwekeling se werkgewer onderteken, wat aantoon dat die kwekeling geslaag het in 'n bekwaamheidstoets wat deur die Raad goedgekeur is ten opsigte van elkeen of enige van die modules in die Werkskema bepaal. Die werkgewer moet die logboek in sy besit hou totdat die kwekeling sy diens by hom beëindig of totdat die kwekeling sy Kontrak voltooi, waarna die ingevulde logboek aan die Raad gestuur moet word vir endossering en daarna, na gelang van die geval, aan 'n tweede of daaropvolgende werkgewer uitgereik moet word soos in klousule 5 (9) (b) bedoel.

(6) Nadat die kwekeling al sy opleiding soos deur die Raad vereis met sukses voltooi het, moet die werkgewer die Kontrak by voltooiing van die opleidings tydperk invul en dit aan die Raad terugstuur met die versoek dat die Raad 'n sertifikaat aan die kwekeling uitreik soos in klousule 5 (10) van hierdie Ooreenkoms voorgeskryf.

7. INSPEKSIE

'n Agent van die Raad het die reg om 'n bedryfsinriging binne te gaan, om die werkgewer of die kwekelinge of werknemers te ondervra, die loon- en werkregisters na te gaan en om navrae te doen te einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

8. GESKILLE

Ingeval daar 'n geskil ontstaan oor die toepassing en/of vertolking van hierdie Ooreenkoms, het die veronregte party(e) die reg om die saak na die kantoor van die Streekraad in die betrokke gebied te verwys. Die kantoor van die Streekraad moet onverwyld, maar binne hoogstens 14 dae, 'n ondersoek gelas na die feite en sodanige verslag aan die betrokke liggaam/komitee voorleë, en dié moet die stappe doen wat hy nodig of gerade ag om die geskil te besleg. As daar na die Raad se mening skendende van die Ooreenkoms of 'n Kontrak ingevolge hierdie Ooreenkoms was, moet die Raad die party(e) wat die oortreding begaan het binne sodanige tydperk as wat hy bepaal, aansê om die breuk te heel, met inbegrip van die herindiensneming van die kwekeling waar van toepassing.

9. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die Ooreenkoms.

balance of the training as prescribed. Such employer shall comply with all the requirements of this Agreement and shall be referred to as the second or subsequent employer.

(c) No employer, or second employer or subsequent employer, as the case may be, shall employ a trainee under an Artisan Training Contract unless he has applied to the Council and obtained authority to employ the trainee under Contract or balance of a Contract, as the case may be.

(10) A trainee who has served under an Artisan Training Contract and who has satisfied the employer and the Council that he has achieved the required standard of proficiency, and has successfully completed the tests prescribed in terms of the Contract referred to in section 5 (1) (b) (i), (ii) and (iii) of this Agreement, in the trade concerned, shall be issued by the Council with a Certificate of Recognition as an Artisan in that trade in the form prescribed by the Council: Provided that, in the event of any trainee being unable to achieve the required standard of proficiency in the trade concerned within a period of five years after the date of commencement of his Contract, he shall be required to successfully complete a test as is provided for in section 5 (1) (a) of this Agreement, otherwise he shall not be recognised as an artisan in terms of this Agreement.

6. TRAINING PROCEDURES

(1) The trade union parties to this Agreement may refer prospective trainees who have attained the educational qualifications determined by the Council in terms of section 5 (3) of this Agreement to an employer, but in all cases the decision to accept prospective trainees for training shall rest with the employer.

(2) Trainees shall be trained in accordance with the Schedules of Training and Schemes of Work prescribed by the Council.

(3) The recommended instruction times set out in the Schedules of Training are those which apply to the average trainee. Trainees who have an aptitude for elevated training may be tested at any time and, if successful, shall be promoted to the next higher module of training, subject to completion of a minimum period of training as approved for each module.

(4) The trainee's proficiency in any one training module shall be determined by the result of a test approved by the Council, given by the employer and carried out by the trainee.

(5) In respect of any Contract, details of the training received shall be entered into a log-book approved by the Council, and be signed by the trainee and countersigned by the employer, as an authentic record of training under this Agreement. Embodied in such log-book shall be certificates, duly signed by the trainee's employer, to the effect that the trainee has passed a proficiency test approved by the Council in respect of each or any module provided for in the Scheme of Work. The log-book shall be retained in the employer's possession until the trainee terminates services with the employer or the trainee completes his Contract, whereupon the completed log-book shall be forwarded to the Council for endorsement and, as the case may be, issued to any second or subsequent employer as referred to in section 5 (9) (b).

(6) When the trainee has successfully completed all the training required by the Council, the employer shall, on completion of the period of training, complete the Contract and return it to the Council and request the Council to issue a Certificate to the trainee, as prescribed in section 5 (10) of this Agreement.

7. INSPECTION

An agent of the Council shall be entitled to enter any establishment, to question the employer or any trainee or any employee, to inspect the records of wages paid and time worked, and to make enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

8. DISPUTES

In the event of a disagreement arising relating to the application and/or interpretation of the provisions of this Agreement, the aggrieved party/parties shall be entitled to refer the matter to the Regional Council office in the area concerned. The Regional Council office shall forthwith, but not later than within 14 days, cause an investigation to be made into the facts and submit such report to the appropriate body/committee, which shall take such steps as may be required or considered advisable in regard thereto to resolve the disagreement. If, in the view of the Council, there has been a breach of the Agreement or a Contract under this Agreement, the Council shall call upon the offending party/parties within such period as it may determine to remedy the breach, including the reinstatement of the trainee, where appropriate.

9. ADMINISTRATION OF AGREEMENT

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

10. VRYSTELLINGS

Die Raad kan aan 'n werkgewer of werknemer vrystelling verleen van enigeen van die bepalinge van hierdie Ooreenkoms en hy moet die voorwaardes vasstel waarop die vrystelling van krag is.

Namens die partye op hede die 22ste dag van Maart 1982 te Johannesburg onderteken.

W. E. KIRKWOOD, Voorsitter.

A. J. VAN DER WATT, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

10. EXEMPTIONS

The Council may grant exemptions from any of the provisions of this Agreement to any employer or employee and shall fix the conditions subject to which any exemption shall operate.

Signed at Johannesburg, on behalf of the parties, this 22nd day of March 1982.

W. E. KIRKWOOD, Chairman.

A. J. VAN DER WATT, Vice-Chairman.

A. O. DE JAGER, General Secretary.

AGROANIMALIA

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AGROANIMALIA

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