

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

**ATRAMI
AGREEMENT**

SCHEDULE

METAL AND ENGINEERING INDUSTRIES BARGAINING COUNCIL

ARTISAN TRAINING AND RECOGNITION COLLECTIVE AGREEMENT FOR THE METAL INDUSTRIES (ATRAMI)

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

Association of Electric Cable Manufacturers of South Africa
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association (South Africa)
Electrical Engineering and Allied Industries' Association
Electrical Manufacturers Association of S.A.
Electronics and Telecommunications Industries' Association
Ferro Alloy Producers' Association
Gate and Fence Association
Hand Tool Manufacturers' Association (HATMA)
Iron and Steel Producers' Association of South Africa
KwaZulu Natal Engineering Industries Association
Lift Engineering Association of South Africa
Light Engineering Industries' Association of South Africa
Materials Handling Association
Non-Ferrous Metal Industries' Association of South Africa
Plastics Convertors' Association of South Africa
Plumbers' and Engineers' Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa (RATA)
Refrigeration and Air-Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries' Association of South Africa
SA Electro-Plating Industries' Association
SA Engineers' and Founders' Association
SA Fasteners Manufacturers' Association (SAFMA)
SA Refrigeration and Air-Conditioning Contractors' Association (SARACCA)
SA Pump Manufacturers' Association
SA Reinforced Concrete Engineers' Association (SARCEA)
SA Tube Makers' Association
SA Valve and Actuator Manufacturers' Association (SAVAMA)
SA Wire and Wire Rope Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Chemical, Energy, Paper, Printing, Wood and Allied Workers' Union (CEPPWAWU)
Metal and Electrical Workers' Union of South Africa
M.W.U. Solidarity
United Association of S.A. (UASA)
National Union of Metalworkers of S.A. (NUMSA)
SA Equity Workers' Association

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Metal and Engineering Industries Bargaining Council.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed
- (a) throughout the Republic of South Africa; and
 - (b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions, respectively.
- (2) Clauses 1(1) (b), 2 and the Special Provisions of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.
(Scope amended by R.1045 of 25 July 2003)

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 May 2015
(Period of operation extended to 31 May 2015 by Government Notice R.418 in Government Gazette 33193 dated 21 May 2010)

SPECIAL PROVISIONS

The provisions contained in clause 7 of the Agreement published under Government Notice R.655 of 8 May 1998, as renewed under Government Notice R.615 of 23 June 2000 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

GENERAL PROVISIONS

The provisions contained in clauses 3 to 6 and 8 to 10 of the Former Agreement shall apply to employers and employees.

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 that:
- (a) 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) the Metal industries' Artisan Training Agreement shall be discontinued and all contracts entered into in terms of that Agreement shall be deemed to be contracts entered into in terms of and subject to the provisions of this Agreement.

4. DEFINITIONS

Any expression used in this Agreement that is defined in the Labour Relations Act, 1995, 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, 1995 (Act No.66 of 1995);

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981 and includes a minor employed or probation in terms of the Act of a trainee employed in terms of this Agreement, as well as a learner employed in terms of chapter IV of the Skills Development Act, 1998."
(definition of "apprentice" substituted by R.1045 of 25 July 2003)

"artisan" means a journeyman as defined under 'journeyman';

"CCMA" means the Commissioner for Conciliation, Mediation and Arbitration, established in terms of section 112 of the Labour Relations Act.
(definition of "CCMA" inserted by R.1045 of 25 July 2003)

"Council" means the Metal and Engineering Industries Bargaining Council, registered in terms of section 29 of the Act;

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

"Main Agreement" means the Agreement published under Government Notice No. R. 404 of 31 March 1998, 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 committee" means any committee appointed as such by the Council in terms of its constitution;

"Region A" means the Magisterial Districts of Beauport West, Bellville, Bredasdorp, Caledon, Calvinia, Carnavon, Clanwilliam, Creeps, Fraserburg, George, Goodwood, Heidelberg (CP), Hermanus, Hopefield (CP), Knysna, Kuils River, Ladismith (CP), Laingsburg, Malmesbury, Mitchells Plain, Montagu, Moorreesburg, 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 Metal and Engineering Industries Bargaining Council (Cape Regional Council), P.O.Box 6096, Roggebaai, 8012; or Room 507, Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarkastad and Wodehouse, and for the purposes of these particular areas the address of the Regional Council shall be: The Metal and Engineering Industries Bargaining Council (Border Regional Council), P.O. Box 13162, Vincent, 5217; or 1st Floor, 12 St Georges Road, Southemwood, 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 Metal and Engineering Industries Bargaining Council (Natal Regional Council), P.O. Box 5900, Durban, 4000; or 5th Floor, Bay Passage Entrance, Perm Building, 343 Smith Street, Durban, 4001;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (CP), Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth, Richmond (CP), Somerset East, Steynsburg, Steytlerville, Uitenhage, Uniondale, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The Metal and Engineering Industries Bargaining Council (Midlands Regional Council), RO. Box 12848, Centrahill, 6006; or 1st Floor, 30 Pearson Street, Central, Port Elizabeth, 6001;

"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 for the purposes of this particular area the address of the Regional Council shall be: The Metal and Engineering Industries Bargaining Council Transvaal Regional Council), RO. Box 3998, Johannesburg, 2000; or Engineering Industrial Council House, 5 Andrea Road, Reuven, Booyens, Johannesburg, 2091.

"Region F" means the Province of the Orange Free State and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweier-Reneke, Ventersdorp and Wolmaransstad in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Douglas, Gordon, Griekwastad, Hartswater, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg,

Philipstown, Prieska, Vryburg and Warrenton in the Cape Province, and for the purposes of this particular area the address of the Regional Council shall be: The Metal and Engineering Industries Bargaining Council (Orange Free State and Northern Cape Regional Council), RO. Box 95, Welkom, 9460; or 136 Constantia Road, Dagbreek, Welkom, 9459.

(definition of Region F substituted by R.1045 of 25 July 2003)

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 are not 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 that 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 specified by the council; and
 - (b) the following persons shall be permitted to do any of the classes of Rate A work that 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 specified 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 that can be taken into account in determining previous experience, who apply to the Council for, and obtain, an artisan training contract as specified 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 which shall be given.
- (2) Whenever, in terms of subclause (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 that 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 determine the training to be completed by the trainee, based on a reduction in the number of training modules, or parts of modules, as identified in the Schedule of Training to be specified by the Council, 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) 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 in the establishment concerned, or that 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 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 specified 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 specified 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 specified 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 specified 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 specified in terms of this subclause, 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, that 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 clauses 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 subclause. 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 balance of the training as specified. 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 clause 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 specified 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 provided for in clause 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 clause 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 Specified by the Council.
 - (3) The recommended instruction times set out in the Schedules of Training are those that 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 logbook 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 logbook 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 logbook 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 logbook shall be forwarded to the Council for endorsement and, issued to any second or subsequent employer as referred to in clause 5 (9) (b), or returned to his employer as the case may be.
- (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 Specified in clause 5 (10) of this Agreement.

7. AGENTS

- (1) The Council shall appoint one or more specific persons as agents to assist in giving effect to the terms of this Agreement. For the purpose of enforcing or monitoring compliance with this Agreement, as the case may be, an agent of the Council shall have the right to enter and inspect premises, examine records and question the employer and/or his employees in any manner that he deems appropriate: Provided that such rights shall be exercised only as is reasonably required for the purpose of enforcement of, monitoring compliance with, the Agreement.
- (2) After each inspection of an employer's records and operations the Agent shall prepare a report for the attention of the employer, worker representatives and, in the case of an individual complainant, the complainant concerned, confirming the date and time of the inspection and, if any contraventions of the Agreement were identified, a summary of the contraventions and the action that management is required to take to rectify the contraventions. Any disclosure of information shall comply with the provisions of the Labour Relations Act, 1995.

8 RESOLUTION OF DISPUTES

Any dispute about the interpretation, application or enforcement of this Agreement shall be referred to the Council and shall be dealt with in accordance with the provisions contained in the Metal and Engineering Industries Bargaining Council Dispute Resolution Agreement published under Government Notice No. R. 406 of 31 March 1998.

9. ADMINISTRATION OF AGREEMENT

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

10. EXEMPTIONS

1. **General**
 - (a) Any person bound by this Agreement may apply for exemption.
 - (b) The Council has the authority to consider applications for exemption and grant exemption.
 - (c) Where additional and/or outstanding information is requested in respect of an exemption application and such information is not received within a period of 90 days the applicant shall be informed that the application shall lapse.
2. **Fundamental principles for consideration**
 - (a) All applications must be in writing and fully motivated and sent to the Regional Office of the Council for the area in which the applicant is located.
 - (b) In scrutinising an application for exemption the Council will consider the views expressed by the employer and the employees, together with any other representations received in relation to that application.
 - (c) The employer must consult with the employees, through a trade union representative or, where no trade union is involved, with the employees themselves, and must include the views expressed by the employees in the application.
 - (d) Where the views of the employees differ from that of the employer, the reasons for the views expressed must be submitted with the application.
 - (e) Where an agreement between the employer and the employees is reached, the signed written agreement must accompany the application.
 - (f) The exemption shall not contain terms that would have an unreasonably detrimental effect on the fair, equitable and uniform application of this Agreement in the Industry.
 - (g) An application for exemption shall not be considered if the contents of the application are covered by an arbitration award binding the applicant.
3. **Urgent applications**
 - (a) In cases of urgent applications, details may be faxed or delivered to the Council in the region where the applicant is located.
 - (b) The Council or Chairperson and Vice Chairperson will consider the application, make a decision and communicate that decision to the applicant without delay.

- (c) The applicant is expected to put forward a substantive explanation as to the urgency of the application.

4. Process

- (a) The Council shall issue to every person to whom exemption has been granted an exemption licence, setting out the following:
 - (i) the full name of the person or enterprise concerned;
 - (ii) the provisions of this Agreement from which the exemption has been granted;
 - (iii) the conditions subject to which exemption is granted;
 - (iv) the period of the exemption;
 - (v) the date from which the exemption shall operate; and
 - (vi) the area in which the exemption applies.
- (b) The Council shall ensure that –
 - (i) all exemption licences issued are numbered consecutively;
 - (ii) an original copy of each licence is retained by the Council;
 - (iii) a copy of the exemption licence is sent to the applicant.
- (c) Unless otherwise specified in the licence of exemption, any exemption from this Agreement shall be valid only in the region of the Council in which the application was made.
- (d) The Council may withdraw the exemption at its discretion.

5. Appeals

- (a) An independent body, referred to as the Independent Exemptions Appeal Board (the Board), shall be appointed and shall consider any appeal against an exemption granted or refused by the Council, or a withdrawal of an exemption in respect of parties or non-parties.
- (b) The Council Secretary shall, on receipt of an appeal against a decision of the Council, submit it to the Independent Exemptions Appeal Board for consideration and finalisation.
- (c) In considering an appeal the Board shall consider the recommendations of the Council, any further submissions by the employers or employees and shall take into account the criteria set out above and also any other representations received in relation to the application.
- (d) Should the appeal be successful an exemption licence shall be issued in terms of subclause (4)(a) and (b) above and shall be subject to subclauses (4)(c) and (d).”
(clause 9 substituted by R.1045 of 25 July 2003)

Thus signed at Johannesburg, for and on behalf of the parties, this 14th day of May 2003.

C HERR
Member

D.A. CARSON
Member

A SMITH
General Secretary