



GOVERNMENT GAZETTE

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CONTENTS

Page

GOVERNMENT NOTICE

No. 272	Declaration of registered collective agreement relating to the construction industry to be binding on employees and employers in that industry: Labour Act, 1992	1
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Government Notice

MINISTRY OF LABOUR

No. 272 1997

DECLARATION OF REGISTERED COLLECTIVE AGREEMENT RELATING TO THE CONSTRUCTION INDUSTRY TO BE BINDING ON EMPLOYEES AND EMPLOYERS IN THAT INDUSTRY: LABOUR ACT, 1992

Under Section 70(1) of the Labour Act, 1992 (Act No. 6 of 1992), and at the request of the Metal and Allied Namibian Workers' Union (MANWU) and the Construction Industries Federation of Namibia (CIF), I hereby declare the provisions of the registered collective agreement set forth in the Schedule below -

- (a) to be binding upon the Construction Industries Federation of Namibia and Metal and Allied Namibian Workers' Union and all employers and employees who are members of the said Federation or Union; and
- (b) except clauses 1 and 2 of that agreement, to be binding upon all other employers and employees in the construction industry in Namibia, but excluding any such employers and employees who are engaged in any labour-based projects,

with effect from the date of publication of this notice and for the period ending 30 November 1998.

"labour-based projects", for the purposes of paragraph (b) means, any project for infrastructural development conducted by or under the control of a government ministry, and which through the use of labour-based methods is aimed at providing employment opportunities to unskilled labourers on a temporary basis.

J M SHAETONHODI
DEPUTY MINISTER OF LABOUR

Windhoek, 02 December 1997

SCHEDULE

MEMORANDUM OF SUBSTANTIVE AGREEMENT

by and between

CONSTRUCTION INDUSTRIES FEDERATION OF NAMIBIA
(hereinafter referred to as "the Federation")

and

METAL AND ALLIED NAMIBIAN WORKERS UNION
(hereinafter referred to as "the Union")

Following successful negotiations by representatives of the Federation and the Union, agreement has been reached on the following issues:

1. IMPLEMENTATION DATE

The Agreement shall come into operation on the first of June 1997.

2. APPLICATION

This Agreement shall be observed in the Construction Industry in Namibia by all employers who are members of the Federation and by all employees who are members of the Union.

It was furthermore agreed to submit the Agreement to the authorities for registration and to extend it to the whole Construction Industry in terms of section 70 of the Labour Act, 1992.

3. MINIMUM WAGES

Labourers	3.80/hr
Artisan Painter	6.75/hr
Artisan VA Tile / carpet layer / tiler	7.73/hr
Artisan Plumber	8.71/hr
Artisan Bricklayer / plasterer	8.71/hr

Artisan Electrician	9.16/hr
Artisan Carpenter	9.58/hr
Artisan Joiner	10.23/hr
Master Craftsman (including coded welder)	11.39/hr
Leading hand (including leading hand plumber, leading hand steel fixer and leading hand welder)	13.12/hr
Construction driver (dumper)	3.97/hr
Construction driver (light vehicle)	6.04/hr
Construction driver (medium vehicle)	7.16/hr
Construction driver (heavy vehicle)	7.92/hr
Construction plant operator (medium duty)	5.87/hr
Construction plant operator (heavy duty)	8.04/hr
Construction mechanic (Gr. 2 including welder, mild steel)	8.00/hr
Storekeeper Gr. 1	5.61/hr
Storekeeper Gr. 2	3.99/hr
Timekeeper Gr. 1	5.61/hr
Timekeeper Gr. 2	4.81/hr

4. MINIMUM PROTECTIVE CLOTHING

With regard to minimum protective clothing, the following was agreed upon:

- a) Overalls : 2 issued free per year
- b) Hard hats : 1 issued free in defined hard hat areas (as determined in compliance with statutory safety requirements)
- c) Gum boots : Would be supplied free for defined areas but to be returned to the employer after the relevant activity.
- d) Safety boots : Not to be supplied.
- e) Applicability : All categories of employees mentioned in clause 3 above employed on site will qualify for protective clothing.

5. MINIMUM PRODUCTIVITY LEVELS

The minimum wage rates as determined and agreed under item 3 above are subject to minimum productivity levels as below. Failure to maintain productivity levels will be addressed by additional training or disciplinary and incapacity procedures as the case may be.

1. Labourer	
Excavations in pickable material	2-7m ³ /day
Filling under surface beds	5-7m ³ /day
Concrete (mix and place in team of 1 artisan/10 labourers)	3-6m ³ /day
2. Bricklayer / Plasterer	
Stock bricks	675no./day
Face bricks	450no./day
Plaster to horizontal soffits	22.5m ² /day
Plaster to vertical surfaces	31.5m ² /day
3. Carpenter	
Rough formwork to all structures	22.5m ² /day

	Smooth formwork to all structures	16.2m ² /day
	Hanging doors with furniture	8 no./day
	Ceilings including brandering	27m ² /day
	Roof covering including prulins	67.5m ² /day
4.	Tiler	
	Glazed tiles to walls	19.8m ² /day
	Ceramic tiles to floors	21.6m ² /day
5.	Painter / Glazier	
	Undercoat and two coats paint to walls	37.8m ² /day
	Undercoat and two coats paint to ceilings	30.6m ² /day
	Two coats varnish to wood	32.4m ² /day
	Prime, first coat and two coats enamel to surfaces	32.4m ² /day
	Glazing generally	31.5m ² /day
6.	VA Tile / Carpet Layer	
	VA tiles to floor	72m ² /day
	Carpet plus underfelt to floors	67.5m ² /day

6. PERFORMANCE STANDARDS

It was agreed that productivity levels are an integral part of the new agreed minimum wage rates, but for performance standards and productivity levels to be achieved, there must be normal working conditions with sufficient back up of materials of specified quality so that production outputs can be reasonably obtained. The standards are to be agreed upon separately between individual contractors and the trade union for each individual construction project.

7. LIVING AWAY ALLOWANCE

These allowances must be paid in compliance with the provisions of Government Notice No.18 of 1992 as published in Government Gazette No. 325 of 5 February 1992.

8. SAFETY

Safety in accordance with statutory and common law requirements should be at all times the prime object on construction.

9. STOP ORDER FACILITIES

Stop order facilities to be arranged for payment of monthly subscription and details will be submitted to Companies as proof of representation. Stop orders must be individually signed by the employees concerned.

10. DEFINITIONS

Unless the context indicates otherwise, any expression used in this Agreement which is defined in the Labour Act, 1992, shall have the same meaning as in the Act and unless inconsistent with the context.

“**Artisan**” shall mean an employee employed in any trade in the Building Industry designated in terms of the National Vocational Training Act, 1994

(Act 18 of 1994), who performs any work specified in the practical training schedule prescribed under that Act in respect of that designated trade and who has gained at least five years' practical experience in that particular trade;

“Coded welder” shall mean any “coded” welder having the requisite qualifications and “coded” experience to weld all metals, including stainless steel and aluminium, and to use all currently recognized welding techniques as contained in the training schedule of the designated trade “Welder” in terms of the National Vocational Training Act, 1994 (Act 18 of 1994).

“Construction driver (dumper)” shall mean an employee who is engaged in driving a mechanical dumper and who is not required by law to be in possession of a driver's license in order to perform such work;

“Construction driver (light vehicle)” shall mean an employee who is engaged in driving a motor vehicle and who is required by law to be in possession of a Code 08 driver's license to drive such vehicle;

“Construction driver (medium vehicle)” shall mean an employee who is engaged in driving a motor vehicle and who is required by law to be in possession of a Code 08 driver's license to drive such vehicle;

“Construction driver (heavy vehicle)” shall mean an employee who is engaged in driving a motor vehicle and who is required by law to be in possession of a Code 10 or Code 11 driver's license to drive such vehicle;

“Construction Industry” shall, without in any way, limiting the generally accepted meaning of the expression, mean the Industry in which employers and employees are associated for the purpose of constructing, altering, renovating, repairing or demolishing any building, bridge, road, irrigation work or similar work in the course of construction, alteration, renovation, repair or demolition and shall include all work incidental thereto or consequent thereon;

“Construction Mechanic Grade 2” shall mean a skilled employee engaged in the erection of construction plant and the carrying out of minor maintenance work in mechanical equipment and machines such as cranes, jib-hoists, earthmoving equipment, motor-vehicles, mechanical dumpers, tractors concrete mixers or similar equipment and machines;

“Construction plant operator” shall mean an employee who is engaged in the operation of cranes, jib-hoists, earthmoving equipment or similar equipment;

“Labourer” shall mean an employee engaged in any work of an unskilled nature not apportioned to any other categories of employees specified herein but assisting such other categories of employees wherever necessary, although not performing the work as such other categories of employees;

“Leading hand” shall mean an employee primarily engaged in any work of a skilled nature usually performed by an artisan or a master craftsman but who may also be employed in a supervisory capacity, giving out work to other employees under his control and supervision and maintaining discipline;

“Master craftsman” shall mean an employee employed in any trade in the Construction Industry designated in terms of the National Vocational Training Act, 1994 (Act 18 of 1994).

“Storekeeper Grade 1” shall mean an employee who is in possession of a Matric certificate and who is in charge of stocks or stores, and who is responsible for receiving, storing, packing or unpacking of goods in a store, and for dispatching goods to consuming divisions of an establishment;

“Storekeeper Grade 2” shall mean an employee who is not in possession of a Matric Certificate and who assists in receiving, storing, packing or unpacking of goods in a store, and in dispatching goods to consuming divisions of an establishment;

“Timekeeper Grade 1” shall mean an employee who is in possession of a Matric certificate and who is responsible for the record-keeping of the working hours of employees, and who is engaged in clerical work in connection with the payment of remuneration of employees; and

“Timekeeper Grade 2” shall mean an employee who is not in possession of a Matric Certificate and who assists with the record-keeping of the working hours of employees and clerical work in connection with the payment of remuneration of employees.

11. SERVICE ALLOWANCE

A service allowance will be paid to every worker equal to 90 hours of his wage and will be paid as part of the December remuneration – payable either at the end of that month for an employee not going on leave during December, or in the case of an employee going on leave in December, on the last working day before commencement of his/her annual leave. This allowance will be calculated pro-rata to the portion of the year that the worker was in service during that specific year. Should the services of a worker be terminated before the end of the year, a pro-rata payment will similarly be due. For 1997, this allowance will be paid pro-rata from the date of implementation, i.e. 1 June 1997.

12. SHOPSTEWARD TRAINING

All shopstewards, or Workplace Union Representatives, as provided for in clause 65(5)(b) of the Labour Act of 1992, will be entitled to one week paid leave per year for specifically approved training courses. Should these courses extend for longer than one week, extended unpaid leave can be negotiated with the management of the company. Such leave will be subject to availability of the worker and will have to fit in with the company activities but will not unreasonably be withheld.

13. GENERAL

The above agreement was signed by the duly authorized representative and witnesses of both parties on the conclusion of the negotiations who declare

that no outstanding substantive demands or claims exist, which were presented for negotiation under this agreement.

SIGNED at Windhoek on this9th..... day of June 1997

M SHIIKWA.....

(for and on behalf of)

METAL AND ALLIED NAMIBIAN WORKERS UNION

As witnesses: 1. H KAMATI.....

2. N B NDOPU.....

J D DU TOIT.....

(for and on behalf of)

CONSTRUCTION INDUSTRIES FEDERATION

As witnesses: 1. S J VAN WYNGAARDEN

2. P BOND.....
