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CONTENTS:

INHOUD:

Page

Bladsy

GOVERNMENT NOTICE

GOEWERMENTSKENNISGEWING

No. 3 Wage and Industrial Conciliation Ordinance, 1952 Building Industry Amendment of Conciliation Board Agreement.

No. 3 Ordonnansie op Lone en Nywerheidsversoening 1952 Bounywerheid-wysiging van versoeningsraadooreenkoms

1

1

Government Notice

Goewermentskennisgewing

DEPARTMENT OF CIVIC AFFAIRS AND
MANPOWER

DEPARTEMENT VAN BURGERSAKE EN
MANNEKRAG

No. 3 1989

No. 3 1989

WAGE AND INDUSTRIAL CONCILIATION
ORDINANCE, 1952 BUILDING INDUSTRY-
AMENDMENT OF CONCILIATION BOARD
AGREEMENT.

ORDONNANSIE OP LONE EN NYWER-
HEIDSVERSOENING 1952 BOUNYWER-
HEID-WYSIGING VAN VERSOENINGS-
RAADOOREENKOMS

Under the powers vested in me by -

Kragtens die bevoegdheid my verleen by -

(a) section 46(2)(a) of the Wage and Industrial Conciliation Ordinance, 1952, I hereby declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building Industry, shall, with effect from 16 January 1989 and for the period ending 31 December

(a) artikel 46(2)(a) van die Ordonnansie op Lone en Nywerheidsversoening 1952, verklaar ek hierby dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 16 Januarie 1989 en vir die tydperk wat op 31 Desember 1989 eindig, bindend is op

1989, be binding upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

- (b) section 46(2)(b) of the said Ordinance, I hereby further declare that the provisions of the Amending Agreement mentioned in paragraph (a), but excluding clause 1 thereof, shall, with effect from 16 January 1989 and for the period ending 31 December 1989, be binding upon all other employers and employees engaged in the Building Industry in the Territory of South West Africa.

M.K. KATJIUONGUA

Minister of Civic Affairs
and Manpower

Windhoek, 12 December 1988

die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangaan het en op die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

- (b) artikel 46(2)(b) van genoemde Ordonnansie, verklaar ek hierby, bykomend dat die bepalinge van die Wysigingsooreenkoms in paragraaf (a) vermeld, maar uitgesonderd klousule 1 daarvan, met ingang van 16 Januarie 1989 en vir die tydperk wat op 31 Desember 1989 eindig, bindend is op alle ander werkgewers en werknemers in die Bounywerheid in die Gebied Suidwes-Afrika.

M.K. KATJIUONGUA

Minister van Burgersake
en Mannekrag

Windhoek, 12 Desember 1988

SCHEDULE

AGREEMENT

in accordance with the provisions of the Wage and Industrial Conciliation Ordinance No. 35 of 1952 made and entered into between the

Master Builders and Allied Trades Association of
South West Africa

and the

Namibia Building Workers Union

being parties to the Conciliation Board, the establishment of which was approved by the Cabinet on 1 December 1987,

to amend the Agreement published under Government Notice No. 57 of 1988 in Official Gazette Extraordinary No. 5512 of 23 March 1988.

1. PERIOD OF OPERATION AND SCOPE OF APPLICATION OF AGREEMENT

- (1) This Agreement shall come into operation on a date to be fixed by the Minister of

BYLAE

OOREENKOMS

ingevolge die Ordonnansie op Lone en Nywerheidsversoening No. 35 van 1952 aangegaan deur en tussen die

Master Builders and Allied Trades Association of
South West Africa

en die

Namibia Bouwerkersunie

wat partye by die Versoeningsraad is waarvan die instelling deur die Kabinet goedgekeur is op 1 Desember 1987,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 57 van 1988 in Buitengewone Offisiële Koerant No. 5512 van 23 Maart 1988 te wysig.

1. GELDIGHEIDSDUUR EN TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Nasio-

National Health and Welfare and Civic Affairs and Manpower and shall remain in force until 31 December 1989, or for such period as may be specified by him.

(2) This Agreement shall be observed in the Building Industry in South West Africa/Namibia by all employers who are members of the Master Builders and Allied Trades Association of South West Africa and by all employees who are members of the Namibia Building Workers Union.

2. Amendment of Agreement published under Government Notice No. 57 of 1988 (hereinafter referred to as the Agreement) -

(a) by the substitution in clause 3 of the Agreement for the table of wage rates contained in subclause (1) of the following:

“Labourer (Windhoek municipal area)	: R1,08
Labourer (Keetmanshoop municipal area)	: R0,90
Labourer (Swakopmund municipal area)	: R0,90
Labourer (all other areas)	: R0,85
Artisan painter	: R3,57
V.A. Tile/Carpet layer	: R4,08
Artisan Plasterer	: R4,28
Artisan Bricklayer	: R4,28
Artisan Plumber	: R4,28
Artisan Carpenter	: R4,59
Artisan Electrician	: R4,84
Artisan Joiner	: R5,41
Master Craftsman	: R6,02
Leading hand	: R6,93”.

(b) by the addition of the following clauses in the Agreement:

“5. WAGES OF APPRENTICES

(1) The minimum monthly wages which shall be paid by an employer to and which shall be accepted by an apprentice shall be as set out below:

nale Gesondheid en Welsyn en Burgersake en Mannekrag bepaal word en geld tot 31 Desember 1989, of vir sodanige tydperk as wat hy vasstel.

(2) Hierdie Ooreenkoms moet in die Bounwerheid in Suidwes-Afrika/Namibië nagekom word deur alle werkgewers wat lede is van die Master Builders and Allied Trades Association of South West Africa en deur alle werknemers wat lede is van die Namibia Bouwerkersunie.

2. Wysiging van Ooreenkoms afgekondig by Goewermentskennisgewing No. 57 van 1988 (hierna die Ooreenkoms genoem) -

(a) deur in klousule 3 van die Ooreenkoms die loontabel in subklousule (1) deur die volgende te vervang:

“Arbeider (Windhoek munisipale gebied)	: R1,08
Arbeider (Keetmanshoop munisipale gebied)	: R0,90
Arbeider (Swakopmund munisipale gebied)	: R0,90
Arbeider (alle ander gebiede)	: R0,85
Ambagsman Skilder	: R3,57
V.A. Teël-/matlêer	: R4,08
Ambagsman Pleisteraar	: R4,28
Ambagsman Messelaar	: R4,28
Ambagsman Loodgieter	: R4,28
Ambagsman Timmerman	: R4,59
Ambagsman Elektriesiën	: R4,84
Ambagsman Skrynwerker	: R5,41
Meestervakman	: R6,02
Leierhand	: R6,93”.

(b) deur die volgende klousules in die Ooreenkoms by te voeg:

“5. LONE VAN VAKLEERLINGE

(1) Die minimum maandloon wat deur 'n werkgewer aan 'n vakleerling betaal en deur die vakleerling aanvaar moet word, is soos hieronder uiteengesit:

1st year of apprenticeship:
R375,00 per month
2nd year of apprenticeship:
R425,00 per month
3rd year of apprenticeship:
R500,00 per month
4th year of apprenticeship:
R600,00 per month

1ste jaar van vakleerlingskap:
R375,00 per maand
2de jaar van vakleerlingskap:
R425,00 per maand
3de jaar van vakleerlingskap:
R500,00 per maand
4de jaar van vakleerlingskap:
R600,00 per maand.

- (2) In this clause "apprentice" shall have the same meaning as in the Apprenticeship Ordinance No. 12 of 1938, as amended.

- (2) In hierdie klousule het "vakleerling" dieselfde betekenis as in die Vakleerlinge Ordonnansie No. 12 van 1938, soos gewysig.

6. WORK ON SUNDAYS

- (1) The provisions of sections 9(1) up to and including 9(4) of the Conditions of Employment Act No. 12 of 1986 shall be applicable to all employers and employees upon whom this Agreement may be declared to be binding.
- (2) No employer who has employees who are members of the Namibia Building Workers Union shall, without prior consultation with the said Union,-
- (a) request written permission by the Secretary for Civic Affairs and Manpower to require or permit an employee to perform any work on a Sunday; or
- (b) apply for exemption from any provisions of sections 9(1) up to and including 9(4) of the Conditions of Employment Act, 1986.
- (3) No employer shall dismiss an employee, or reduce the rate of his remuneration, or alter the terms or conditions of his employment to terms or conditions less favourable to him, or alter his position relatively to other employees employed by that employer to his disadvantage by reason of the fact

6. WERK OP SONDAE

- (1) Die bepalings van artikels 9(1) tot en met 9(4) van die Wet op Diensvoorwaardes No. 12 van 1986 is van toepassing op alle werkgewers en werknemers op wie hierdie Ooreenkoms bindend verklaar mag word.
- (2) Geen werkgewer wat werknemers het wat lede van die Namibia Bouwerkersunie is, mag sonder vooraf oorlegpleging met die gemelde Unie -
- (a) skriftelike toestemming deur die Sekretaris van Burgersake en Mannekrag versoek om te vereis of toe te laat dat 'n werknemer werk op 'n Sondag verrig nie; of
- (b) aansoek doen om vrystelling van enige bepalings van artikels 9(1) tot en met 9(4) van die Wet op Diensvoorwaardes, 1986, nie.
- (3) 'n Werkgewer mag nie 'n werknemer uit sy diens ontslaan, of die skaal van sy beloning verminder, of die bedinge of voorwaardes van sy diens verander na bedinge of voorwaardes wat vir hom minder gunstig is, of sy posisie in vergelyking met ander werknemers in diens van daardie werkgewer tot sy

that that employee has refused to perform any work on a Sunday.

nadeel verander nie, as gevolg van die feit dat daardie werknemer geweier het om werk op 'n Sondag te verrig.

7. ANNUAL LEAVE

(1) Subject to the provisions of section 14(1)(a)(i) of the Conditions of Employment Act, 1986, an employer shall grant an employee at least 12 working days' leave of absence on full pay in respect of each period of 12 consecutive months for which the employee is employed (hereinafter referred to as a leave cycle): Provided that the period of leave may be reduced by the number of days on which the employee was during the relevant leave cycle granted occasional leave on full pay on his written request.

(2) Upon termination of employment an employer shall pay to an employee other than an employee referred to in section 14(1)(a)(i) of the Conditions of Employment Act, 1986 -

(a) his full remuneration in respect of any leave which accrued to him but was not granted to him before the date of termination of his employment; and

(b) an amount not less than his daily wage in respect of each completed month of employment after the date on which he last became entitled to leave in terms of subclause (1), or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment: Provided that an employer -

7. JAARLIKSE VERLOF

(1) Behoudens die bepalings van artikel 14(1)(a)(i) van die Wet op Diensvoorwaardes, 1986, moet 'n werkgever aan 'n werknemer minstens 12 werksdae verlof met volle besoldiging toestaan ten opsigte van elke tydperk van 12 agtereenvolgende maande wat die werknemer by hom in diens is (hierna 'n verlofsiklus genoem): Met dien verstande dat die tydperk van verlof verminder kan word met die aantal dae waarop daar aan die werknemer gedurende die betrokke verlofsiklus op sy skriftelike versoek geleentheidsverlof met volle besoldiging toegestaan is.

(2) By diensbeëindiging moet 'n werkgever 'n werknemer, behalwe 'n werknemer in artikel 14(1)(a)(i) van die Wet op Diensvoorwaardes, 1986, bedoel, -

(a) sy volle besoldiging betaal ten opsigte van verlof wat hom toegeval het maar nie voor die datum van beëindiging van sy diens aan hom toegestaan is nie; en

(b) 'n bedrag nie minder nie as sy dagloon ten opsigte van elke voltooide maand van diens by die werkgever na die datum waarop hy laas ingevolge subklousule (1) op verlof geregtig geword het, of, in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens: Met dien verstande dat 'n werkgever -

- (i) shall not be obliged to pay such an amount in terms of this paragraph to an employee who leaves his employment without having given the required notice of termination of his contract of employment in terms of section 16 of the Conditions of Employment Act, 1986, and having worked during such a period of notice, unless in failing to give such notice or to work during such period he was acting within his rights;
- (ii) may deduct from any amount payable in terms of this subclause any amount paid to the employee concerned in respect of any day on which he was granted occasional leave at his written request.

8. ACCOMMODATION

An employee who in the performance of his duties is required to work away from his ordinary place of residence on a job so situated that such employee can be said to be unable to return to his normal place of residence daily, shall be provided by his employer with suitable temporary accommodation in the proximity of the workplace.

9. HOLIDAY FUND

- (1) A fund known as the Namibia Building Workers Union Holiday Fund for the Building Industry (hereinafter referred to as the Holiday Fund) is hereby established.

- (i) nie verplig is om so 'n bedrag ingevolge hierdie paragraaf te betaal aan 'n werknemer wat sy diens verlaat sonder dat hy die vereiste kennis van beëindiging van sy dienskontrak ingevolge artikel 16 van die Wet op Diensvoorwaardes, 1986, gegee en gedurende die tydperk van so 'n kennisgewing gewerk het, tensy hy, toe hy versuim het om so 'n kennis te gee of gedurende die tydperk te werk, binne sy rechte gehandel het;

- (ii) van 'n bedrag wat ingevolge hierdie subklousule betaalbaar is 'n bedrag kan aftrek wat aan die betrokke werknemer betaal is ten opsigte van enige dag waarop daar aan hom op sy skriftelike versoek geleentheidsverlof toegestaan is.

8. HUISVESTING

'n Werknemer van wie daar vereis word om by die uitvoering van sy pligte weg van sy gewone woonplek te werk by 'n werkplek wat so geleë is dat daar beweer kan word dat so 'n werknemer nie in staat is om daagliks na sy gewone woonplek terug te keer nie, moet deur sy werkgever van geskikte tydelike huisvesting in die nabyheid van die werkplek voorsien word.

9. VAKANSIEFONDS

- (1) 'n Fonds met die naam Namibia Bouwerkersunie Vakansiefonds vir die Bounywerheid (hierna die Vakansiefonds genoem) word hierby ingestel.

- (2) The Holiday Fund shall be administered by the Namib Building Society (hereinafter referred to as the Building Society).
- (3) Any interest accruing from investments of the Holiday Fund, except 3% of such interest, shall accrue to the Building Society as recompense for the administration of that fund, and no employer or employee shall be liable for any contribution towards the expenses of that fund.
- (4) The Building Society shall pay 3% of any interest accruing from investments of the Holiday Fund to the Namibia Building Workers Union (hereinafter referred to as the Union) on such dates as may be agreed upon between the Building Society and the Union.
- (5) Notwithstanding anything to the contrary in clause 7 contained, an employee may notify his employer in writing that he requires that his holiday moneys be paid monthly to the Holiday Fund whereupon subclauses (6) up to and including (16) shall apply.
- (6) Upon receipt of the written notification referred to in subclause (5) from an employee, the employer shall furnish the Building Society with the following written particulars in relation to that employee:
- (a) full names;
 - (b) postal address;
 - (c) South West Africa/Namibia identity number
 - (d) date on which he resumed or commenced with his employment, as the case may be,
- (2) Die Vakansiefonds moet deur die Namib Bouvereniging (hierna die Bouvereniging genoem) geadmistreer word.
- (3) Rente wat uit beleggings van die Vakansiefonds verkry word, behalwe 3% van sodanige rente, sal die Bouvereniging toeval as vergoeding vir die administrasie van daardie fonds, en geen werkgewer of werknemer sal aanspreeklik wees vir bydraes tot die koste van daardie fonds nie.
- (4) Die Bouvereniging moet 3% van die rente wat uit beleggings van die Vakansiefonds verkry word aan die Namibia Bouwerkersunie (hierna die Unie genoem) betaal op sodanige datums waarop die Bouvereniging en die Unie mag ooreenkom.
- (5) Ondanks enige teenstrydige bepalings in klousule 7, kan 'n werknemer sy werkgewer skriftelik in kennis stel dat hy vereis dat sy vakansiegeld maandeliks aan die Vakansiefonds betaal moet word, waarna subklousules (6) tot en met (16) van toepassing sal wees.
- (6) By ontvangs van die skriftelike kennisgewing vermeld in subklousule (5) van 'n werknemer, moet die werkgewer die volgende skriftelike besonderhede met betrekking tot daardie werknemer aan die Bouvereniging verstrek:
- (a) volle name;
 - (b) posadres;
 - (c) Suidwes-Afrika/Namibië identiteitsnommer;
 - (d) datum waarop hy diens hervat het of in diens getree het, na gelang van die geval, na

- after the previous annual cessation of activities in the Building Industry;
- (e) name under which his employer conducts business; and
- (f) postal address of his employer
- (7) Upon receipt of the written particulars referred to in subclause (6) from an employer, the Building Society shall open a holiday savings account for the employee concerned, and will on an annual basis or on request from the employee, provide the employee with a statement reflecting payments made by his employer.
- (8) With due consideration to the date contemplated in paragraph (d) of subclause (6) an employer shall, not later than the fifteenth day of each month (except January), pay to the Building Society in respect of each employee referred to in subclause (6) twelve-elevenths of the daily wage of that employee.
- (9) The amount to be paid to the Building Society in terms of subclause (8) in respect of an employee shall be calculated at least at the rate of the wage which that employee was receiving immediately prior to the date upon which payment to the Building Society was effected.
- (10) Any amounts received by the Building Society in terms of subclause (8) shall be credited to the holiday savings account of the employee concerned.
- (11) An employee shall not be entitled to withdraw any moneys from his holiday savings account before
- die vorige jaarlikse afsluiting van werksaamhede in die Bounywerheid;
- (e) naam waaronder sy werkgever besigheid dryf; en
- (f) posadres van sy werkgewer.
- (7) By ontvangs van die skriftelike besonderhede vermeld in subklousule (6) van 'n werkgewer, moet die Bouvereniging 'n vakansiespaarrekening vir die betrokke werknemer open, en op 'n jaarlikse grondslag of op versoek van die werknemer, die werknemer voorsien van 'n staat waarop betalings deur sy werkgewer gemaak, aangedui word.
- (8) Met behoorlike inagneming van die datum bedoel in paragraaf (d) van subklousule (6) moet 'n werkgewer nie later nie as die vyftiende dag van elke maand (behalwe Januarie) ten opsigte van elke werknemer in subklousule (6) vermeld twaalf-elfdes van die dagloon van daardie werknemer aan die Bouvereniging betaal.
- (9) Die bedrag wat ingevolge subklousule (8) aan die Bouvereniging betaal moet word ten opsigte van 'n werknemer, word bereken teen minstens die skaal van die loon wat die werknemer ontvang het onmiddellik voor die datum waarop betaling aan die Bouvereniging geskied het.
- (10) Die vakansiespaarrekening van die betrokke werknemer moet gekrediteer word met die bedrae wat ingevolge subklousule (8) deur die Bouvereniging ontvang word.
- (11) 'n Werknemer is nie geregtig om enige geld voor die derde Vrydag van enige jaar uit sy vakan-

the third Friday of December of any year. A cheque shall be mailed to the employee by the Building Society to reach the employee on the said day.

- (12) The employee must notify the Building Society in writing whether the cheque referred to in subclause (11) should be mailed directly to him or to his employer.
- (13) No withdrawal after December, against cheques of which the 6 month period of prescription has expired, from the holiday savings account of an employee, shall be allowed by the Building Society unless that employee has furnished the Building Society with proof of identification.
- (14) The Building Society shall on a monthly basis provide the Union with a statement reflecting payments made by the employers on behalf of their employees.
- (15) The Building Society shall not be required to ensure compliance with this agreement.
- (16) Any money unclaimed after a period of 5 years will be paid into the Guardians fund.”.

siespaarrekening te onttrek nie. 'n Tjek moet deur die Bouvereniging aan die werknemer gepos word om hom op die genoemde dag te bereik.

- (12) Die werknemer moet die Bouvereniging skriftelik in kennis stel of die tjek vermeld in subklousule (11) direk aan homself of aan sy werkgever gepos moet word.
- (13) Na Desember laat die Bouvereniging geen onttrekking toe uit die vakansiespaarrekening van 'n werknemer teen tjeks waarvan die 6 maande geldigheidsduur verval het nie, tensy daardie werknemer die Bouvereniging voorsien het van bewys van identifikasie.
- (14) Die Bouvereniging moet die Unie op 'n maandelikse grondslag voorsien van 'n staat waarop betalings wat deur werkgewers ten behoeve van hul werknemers gemaak is, aangedui word.
- (15) Van die Bouvereniging word nie vereis om nakoming van hierdie ooreenkoms te verseker nie.
- (16) Geld wat na 5 jaar onopgeëis is, word aan die Voogdyfonds betaal.”.

Made and entered into at Windhoek on this the 28th day of October 1988 and signed for and on behalf of the parties.

J.W.F. VAN ROOYEN
Chairman of the Board

H.A. RAATH
Vice-chairman of the Board

E.G.C. SNYMAN
Secretary of the Board

Aangegaan te Windhoek op hede die 28ste dag van Oktober 1988 en onderteken vir en namens die partye.

J.W.F. VAN ROOYEN
Voorsitter van die Raad

H.A. RAATH
Ondervoorsitter van die Raad

E.G.C. SNYMAN
Sekretaris van die Raad