

BUITENGEWONE
OFFISIELLE KOERANT
VAN SUIDWES-AFRIKA
OFFICIAL GAZETTE
EXTRAORDINARY
OF SOUTH WEST AFRICA

UITGawe OP GESAG

PUBLISHED BY AUTHORITY

30c Maandag 19 Maart 1990 WINDHOEK Monday 19 March 1990 No. 5915

INHOUD:

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A G. Goewermentskennisgewing

A G. Government Notice

Kantoor van die

Office of the

ADMINISTRATEUR-GENERAAL VIR DIE
GEBIED SUIDWES-AFRIKA

ADMINISTRATOR-GENERAL FOR THE
TERRITORY OF SOUTH WEST AFRICA

DEPARTEMENT VAN BURGERSAKE EN
MANNEKRAG

DEPARTMENT OF CIVIC AFFAIRS AND
MANPOWER

No. AG. 25

1990

No. AG. 25

1990

ORDONNANSIE OP LONE EN NYWERHEIDSVERSOENING 1952: BOUNYWERHEID- VERSOENINGSRAADOOREENKOMS

WAGE AND INDUSTRIAL CONCILIATION ORDINANCE, 1952: BUILDING INDUSTRY - CONCILIATION BOARD AGREEMENT

Kragtens die bevoegdheid my verleen by —

Under the powers vested in me by —

(a) artikel 46(2)(a) van die Ordonnansie op lone en Nywerheidsversoening 1952 (Ordonnansie 35 van 1952) verklaar ek hierby dat die bepa-

(a) section 46(2)(a) of the Wage and Industrial Conciliation Ordinance, 1952 (Ordinance 35 of 1952), I hereby declare that the provisions

lings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bouwyewerheid betrekking het –

- (i) in die geval van klosules 1, 2 en 3 daarvan, met ingang vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1990 eindig;
- (ii) in die geval van klosule 4 daarvan, met ingang vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1990 eindig; en
- (iii) in die geval van klosule 5 daarvan, met ingang vanaf 1 Mei 1990,

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

- (b) artikel 46(2)(b) van genoemde Ordonnansie verklaar ek hierby bykomend dat die bepplings van die Ooreenkoms in paragraaf (a) vermeld, maar uitgesonderd klosule 1 daarvan –

- (i) in die geval van klosules 2 en 3 daarvan, met ingang vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1990 eindig;
- (ii) in die geval van klosule 4 daarvan, met ingang vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1990 eindig; en
- (iii) in die geval van klosule 5 daarvan, met ingang vanaf 1 Mei 1990,

bindend is op alle ander werkgewers en werknemers in die Bouwyewerheid in die Gebied Suidwes-Afrika.

L.A. Pienaar

Administrateur-generaal

Windhoek, 13 Maart 1990

of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall –

- (i) in the case of clauses 1, 2 and 3 thereof, with effect from the date of publication of this notice and for the period ending 31 December 1990;
- (ii) in the case of clause 4 thereof, with effect from the date of publication of this notice and for the period ending 30 April 1990; and
- (iii) in the case of clause 5 thereof, with effect from 1 May 1990,

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

- (b) section 46(2)(b) of the said Ordinance I hereby further declare that the provisions of the Agreement mentioned in paragraph (a), but excluding clause 1 thereof, shall –

- (i) in the case of clauses 2 and 3 thereof, with effect from the date of publication of this notice and for the period ending 31 December 1990;
- (ii) in the case of clause 4 thereof, with effect from the date of publication of this notice and for the period ending 30 April 1990; and
- (iii) in the case of clause 5 thereof, with effect from 1 May 1990,

be binding upon all other employers and employees engaged in the Building Industry in the Territory of South West Africa.

L.A. Pienaar

Administrator-General

Windhoek, 13 March 1990

BYLAE

OOREENKOMS

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

**Master Builders and Allied Trades Association
of South West Africa**

en die

Namibia Bouwerkersonsune

wat partye by die Versoeningsraad is waarvan die instelling deur die Administrateur-generaal goed-gekeur is op 14 Desember 1989.

1. GELDIGHEIDSDUUR EN TOEPASSINGS-BESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Administrateur-generaal bepaal word en geld tot 31 Desember 1990 of vir sodanige tydperk as wat hy vasstel.
- (2) Hierdie Ooreenkoms moet in die Bouywierheid 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 Bouwerkersonsune.

2. WOORDOMSKRYWING

Tensy die teenoorgestelde bedoeling blyk, het elke uitdrukking wat in hierdie Ooreenkoms gebesig en in die Ordonnansie op Lone en Nywerheidsversoening 1952, omskryf word, dieselfde betekenis as in die Ordonnansie, en, tensy onbestaanbaar met die samehang, beteken –

“Ambagsman” 'n werknemer wat in diens is in enige bedryf in die Bouywierheid wat aange wys is ingevolge die Vakleerlinge Ordonnansie No. 12 van 1938, soos gewysig, wat enige werk

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 Administrator-General on 14 December 1989.

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 Administrator-General and shall, with the exception of clause 5, remain in force until 31 December 1990, 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. DEFINITIONS

Unless the context indicates otherwise, any expression used in this Agreement which is defined in the Wage and Industrial Conciliation Ordinance, 1952, shall have the same meaning as in the Ordinance and unless inconsistent with the context –

“Artisan” shall mean an employee employed in any trade in the Building Industry designated in terms of the Apprenticeship Ordinance No. 12 of 1938, as amended, who

verrig soos uiteengesit in die praktiese opleidingskrediet voorgeskryf kragtens daardie Ordonnansie ten opsigte van daardie aangewese bedryf en wat minstens vyf jaar praktiese ervaring in daardie bepaalde bedryf opgedoen het;

“Arbeider” ’n werknemer wat werk van ongeskoonde aard verrig wat nie aan enige ander kategorieë werknemers hierin gespesifieer toegewys is nie maar sodanige ander kategorieë werknemers help waar nodig, sonder om die werk van sodanige ander kategorieë werknemers te verrig;

“Bouwywerheid” sonder om die algemeen erkende betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om enige gebou, brug, pad, besproeiingswerk of soortgelyke werk te bou, te verander, op te knap, te herstel of te sloop onderwyl dit gebou, verander, opgeknap, herstel of gesloop word en omvat dit alle werk wat daarvan in verband staan of daaruit voortspruit;

“Konstruksiedrywer (stortwa)” ’n werknemer wat ’n meganiese stortwa bestuur en wat nie regtens verplig is om oor ’n bestuurderslisensie te beskik om sodanige werk te verrig nie;

“Konstruksiedrywer (ligte voertuig)” ’n werknemer wat ’n motorvoertuig bestuur en wat regtens verplig is om oor ’n Kode 08 bestuurderslisensie te beskik om sodanige voertuig te bestuur;

“Konstruksiedrywer (medium voertuig)” ’n werknemer wat ’n motorvoertuig bestuur en wat regtens verplig is om oor ’n Kode 09 bestuurderslisensie te beskik om sodanige voertuig te bestuur;

“Konstruksiedrywer (swaar voertuig)” ’n werknemer wat ’n motorvoertuig bestuur en wat regtens verplig is om oor ’n Kode 10 of 11 bestuurderslisensie te beskik om sodanige voertuig te bestuur;

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

“Building 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 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 licence 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 licence 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 09 driver's licence 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 licence, as the case may be, to drive such vehicle;

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

"Konstruksietoerustingbediener" 'n werknemer wat hyskrane, swaaiarmhystoestelle, grondverskuiwingsmasjinerie of dergelike toerusting bedien;

"Konstruksiewerktuigkundige Graad 2" 'n geskoonde werknemer wat konstruksietoerusting oprig en kleinere instandhoudingswerk verrig aan meganiese toerusting en masjiene soos hyskrane, swaaiarmhystoestelle, grondverskuiwingsmasjinerie, motorvoertuie, meganiese stortwaens, trekkers, betonmengers of dergelike toerusting en masjiene;

"Leierhand" 'n werknemer wat hoofsaaklik werk van geskoonde aard verrig wat gewoonlik deur 'n ambagsman of 'n meestervakman verrig word maar wat ook in 'n toesighoudende hoedanigheid in diens mag wees, werk aan ander werknemers onder sy beheer en toesig uitdeel en dissipline handhaaf;

"Meestervakman" 'n werknemer wat in diens is in enige bedryf in die Bouenwerheid wat aangewys is ingevolge die Vakleerlinge Ordonnansie No. 12 van 1938, soos gewysig, wat 'n bedryfstoots in daardie bepaalde bedryf ingevolge die genoemde Vakleerlinge Ordonnansie of die Wet op Mannekragopleiding No. 56 van 1981 (RSA) geslaag het;

"Stoorman Graad 1" 'n werknemer wat oor 'n Matrieksertifikaat beskik en wat in beheer is van voorrade, en wat verantwoordelik is vir die ontvangs, opberging, verpak of uitpak van goedere in 'n magasyn, en vir die versending van goedere aan verbruikersafdelings van 'n bedryfsinrigting;

"Stoorman Graad 2" 'n werknemer wat nie oor 'n Matrieksertifikaat beskik nie en wat behulpsaam is met die ontvangs, opberging, verpak of uitpak van goedere in 'n magasyn, en met die versending van goedere aan verbruikersafdelings van 'n bedryfsinrigting;

"Tydhouer Graad 1" 'n werknemer wat oor 'n Matrieksertifikaat beskik en wat verantwoordelik is vir die aantekening van die werkure van werknemers, en wat klerklike werk verrig in verband met die betaling van beloning van werknemers; en

"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 of 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 Building Industry designated in terms of the Apprenticeship Ordinance No. 12 of 1938, as amended, who had passed a trade test in that particular trade in terms of the said Apprenticeship Ordinance or the Manpower Training Act No. 56 of 1981 (RSA);

"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

“Tydhouer Graad 2” ’n werknemer wat nie oor ’n Matrieksertifikaat beskik nie en wat behulpsaam is met die aantekening van die werkure van werknemers en klerklike werk in verband met die betaling van beloning aan werknemers.

3. BESOLDIGING

- (1) Die minimum uurloon wat deur ’n werkgewer aan elke lid van onderstaande klasse werknemers betaal en deur die werknemer aanvaar moet word, is soos hieronder uitgesesit:

	Met ingang vanaf 1/2/1990	Met ingang vanaf 1/5/1990
Arbeider	R1,80	R1,98
Ambagsman Skilder	R4,10	R4,26
V.A. teël-/matlér	R4,69	R4,88
Ambagsman Loodgieter	R5,05	R5,25
Ambagsman Messelaar	R5,18	R5,49
Ambagsman Pleisteraar	R5,18	R5,49
Ambagsman Elektrisiën	R5,56	R5,78
Ambagsman Timmerman	R5,74	R6,07
Ambagsman Skrynwærker	R6,22	R6,47
Meestervakman	R6,92	R7,20
Leierhand	R7,97	R8,29
Konstruksiedrywer (stortwa)	R2,50	R2,60
Konstruksiedrywer (ligte voertuig)	R3,80	R3,95
Konstruksiedrywer (medium voertuig)	R4,50	R4,68
Konstruksiedrywer (swaar voertuig)	R5,00	R5,20
Konstruksietoerustingbediener	R5,00	R5,20
Konstruksiewerktuigkundige		
Graad 2	R5,00	R5,20
Stoorman Graad 1	R3,50	R3,64
Stoorman Graad 2	R2,50	R2,60
Tydhouer Graad 1	R3,50	R3,64
Tydhouer Graad 2	R3,00	R3,12

(2) Loonberekening:

- (a) Die weekloon van ’n werknemer is sy uurloon vermenigvuldig met 46.
- (b) Die maandloon van ’n werknemer is vier en een derde maal sy weekloon.

4. STABILISASIE FONDS

- (1) Hierby word ’n fonds ingestel wat as die Namibia Bouwerkers Stabilisasiefonds bekend staan en bestaan uit –

“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.

3. REMUNERATION

- (1) The minimum hourly wages which shall be paid by an employer to and which shall be accepted by each member of the following classes of his employees shall be as set out below:

	With effect from 1/2/1990	With effect from 1/5/1990
Labourer	R1,80	R1,98
Artisan Painter	R4,10	R4,26
V.A. tile/carpet layer	R4,69	R4,88
Artisan Plumber	R5,05	R5,25
Artisan Bricklayer	R5,18	R5,49
Artisan Plasterer	R5,18	R5,49
Artisan Electrician	R5,56	R5,78
Artisan Carpenter	R5,74	R6,07
Artisan Joiner	R6,22	R6,47
Master craftsman	R6,92	R7,20
Leading hand	R7,97	R8,29
Construction driver (dumper)	R2,50	R2,60
Construction driver (light vehicle)	R3,80	R3,95
Construction driver (medium vehicle)	R4,50	R4,68
Construction driver (heavy vehicle)	R5,00	R5,20
Construction plant operator	R5,00	R5,20
Construction Mechanic Grade 2	R5,00	R5,20
Storekeeper Grade 1	R3,50	R3,64
Storekeeper Grade 2	R2,50	R2,60
Timekeeper Grade 1	R3,50	R3,64
Timekeeper Grade 2	R3,00	R3,12

(2) Wage determination:

- (a) The weekly wage of an employee shall be his hourly wage multiplied by 46.
- (b) The monthly wage of an employee shall be four and one third times his weekly wage.

4. STABILIZATION FUND

- (1) A fund is hereby established to be known as the Namibia Building Workers Stabilization Fund, which shall consist of –

- (a) die bydraes van sekere werknemers aan die stabilisasiefonds;
- (b) alle rente uit beleggings van die stabilisasiefonds.
- (2) Die stabilisasiefonds staan onder beheer van die Namibia Bouwerkersonie en sy gelde word deur daardie vakvereniging aangewend vir die betaling van pensioenbydraes aan die pensioenfonds bedoel in klosule 5 ten behoeve van werknemers wat tydelik werkloos is.
- (3) Gedurende die tydperk wat op 30 April 1990 eindig, moet 'n werkgever op die skriftelike versoek van 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word 'n bedrag gelyk aan 4% van die loon wat aan sodanige werknemer verskuldig is, aftrek, welke bedrag die bydrae van daardie werknemer aan die stabilisasiefonds is.
- (4) 'n Werkgever moet nie later nie as die vyftiende dag van elke maand aan die vakvereniging vermeld in subklousule (2) die bedrae betaal wat hy ooreenkomstig die bepalings van subklousule (3) gedurende die vorige maand afgetrek het.

5. PENSIOENFONDS

- (1) Hierby word 'n fonds ingestel wat as die Namibia Bouwerkersonie Pensioenfonds bekend staan en bestaan uit –
 - (a) die voorgeskrewe bedrae wat werknemers aan die pensioenfonds betaal;
 - (b) die voorgeskrewe bedrae wat werkgewers aan die pensioenfonds betaal;
 - (c) enige ander bedrae wat die pensioenfonds toeval.
- (2) Elke lid van die klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet aansoek om lidmaatskap van die pensioenfonds doen op die wyse wat die administrateur van die genoemde fonds bepaal.

- (a) the contributions by certain employees to the stabilization fund;
 - (b) any interest from investments of the stabilization fund.
 - (2) The stabilization fund shall be under the control of the Namibia Building Workers Union and its funds shall be applied by that trade union to the payment of pension contributions towards the pension fund referred to in clause 5 on behalf of workers who are temporarily unemployed.
 - (3) For the period ending 30 April 1990, an employer shall, upon being requested by any employee for whom wages are prescribed in this Agreement to do so, deduct from the wages due to such employee an amount equal to 4% of such wages, which amount shall be the contribution by that employee to the stabilization fund.
 - (4) Not later than the fifteenth day of each month, an employer shall pay to the trade union mentioned in subclause (2) the amounts deducted by him in accordance with the provisions of subclause (3) during the proceeding month.
- ## 5. PENSION FUND
- (1) A fund is hereby established to be known as the Namibia Building Workers Pension Fund, which shall consist of –
 - (a) the prescribed amounts paid by employees to the pension fund;
 - (b) the prescribed amounts paid by employers to the pension fund;
 - (c) such other amounts as may accrue to the pension fund.
 - (2) Each member of the classes of employees for whom wages are prescribed in this Agreement shall apply for membership of the pension fund in the form and manner determined by the administrator of the said fund.

- (3) Lidmaatskap van die pensioenfonds is onderhewig aan reëls wat deur die administrateur van die genoemde fonds neergeleg word.
- (4) 'n Lid dra 4% van sy pensioengewende verdienste tot die pensioenfonds by vanaf die datum waarop hy 'n lid word, tot en met die datum waarop sy lidmaatskap eindig.
- (5) 'n Werkgewer moet 'n bydrae kragtens hierdie klousule van die lid se besoldiging aftrek en aan die pensioenfonds oorbetaal op die wyse en tye wat die administrateur van die genoemde fonds bepaal.
- (6) 'n Bedrag wat gelykstaan aan die bedrag wat 'n lid ingevolge subklousule (4) tot die pensioenfonds bydra of moet bydra, word deur die werkgewer van daardie lid aan die genoemde fonds betaal.

Aangegaan te Windhoek op hede die eerste dag van Februarie 1990 en onderteken vir en namens die partye.

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

E.G.C. SNYMAN
Vise-voorsitter van die Raad

E.G.C. SNYMAN
Sekretaris van die Raad

- (3) Membership of the pension fund shall be subject to rules laid down by the administrator of the said fund.
- (4) Any member shall contribute to the pension fund at a rate of 4% of his pensionable emoluments from the date on which he becomes a member up to and including the date on which his membership terminates.
- (5) Any contribution under this clause shall be deducted by the employer from the remuneration of the member and paid to the pension fund in such manner and at such times as the administrator of the said fund may determine.
- (6) An amount equal to the amount which a member contributes or shall contribute to the pension fund in terms of subclause (4), shall be paid to the said fund by the employer of that member.

Made and entered into at Windhoek on this the first day of February 1990 and signed for and on behalf of the parties.

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

E.G.C. SNYMAN
Vice-chairman of the Board

E.G.C. SNYMAN
Secretary of the Board