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Government Notice

MINISTRY OF LABOUR, INDUSTRIAL RELATIONS AND EMPLOYMENT CREATION

No. 319 2015

EXTENSION OF COLLECTIVE AGREEMENT TO CONSTRUCTION INDUSTRY: LABOUR ACT, 2007

Under subsection (5) of section 71 of the Labour Act, 2007 (Act No. 11 of 2007), and at the request of the Construction Industries Federation and the Metal and Allied Workers' Union, I extend the provisions of the collective agreement date 24 July 2015, as set out in the Schedule to all employers and employees in the Construction Industry.

E. NGHIMTINA
MINISTER OF LABOUR, INDUSTRIAL
AND EMPLOYMENT CREATION

Windhoek, 9 December 2015



AGREEMENT ON CONDITIONS OF EMPLOYMENT
ENTERED INTO BETWEEN
THE CONSTRUCTION INDUSTRIES FEDERATION OF NAMIBIA
CIF
AND
THE METAL AND ALLIED NAMIBIAN WORKERS UNION
MANWU

24 JULY 2015

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:

- A. that the Union and the Federation intend this agreement to be a binding contract.
- B. that both the Union and the Federation warrant that they are authorised to act and enter into this agreement on behalf of their members.
- C. that both parties agree that this is a collective agreement. All further negotiations on minimum wages and conditions of employment are to be channelled through the Federation / Union in accordance with the Labour Act of 2007 and the Labour Act of 1992 including the Regulations Relating to the Health and Safety of employees at work.
- D. that Government Notice No. 334 published in Government Gazette No. 5372 of 24 December 2013 be amended in accordance with this agreement.

1. IMPLEMENTATION DATE

The implementation date of this agreement will be effective from the date of the promulgation of this agreement. In line with the nature of the minimum wages, there are no restrictions for employers, who want to implement the agreement immediately after its signing.

2. APPLICATION

This Agreement will be submitted to the authorities for registration and an application will be made to the Minister of Labour and Social Welfare to, in terms of section 71(2) of the

Labour Act of 2007 and the Labour Act of 1992 including the Regulations Relating to the Health and Safety of Employees at work, declare by notice in the Government Gazette that all provisions of this Agreement to be binding upon every employer and employee in the construction industry.

3. DEFINITIONS

In this Agreement, unless the context otherwise indicates, a word or expression defined in the Labour Act, 2007 (Act No. 11 of 2007) has that meaning, and

“Artisan” generally describes a craftsman who works in a self-directed way under general guidance or supervision. An artisan is responsible for his own output, both in terms of quantity and quality. This may correlate to an NQF qualification at Level 3 or 4.

“Brickmaker” shall mean an employee who is operating a manual brick-making machine on the construction site specifically

“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 recognised 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, in terms of Government Gazette No. 2503 of 30 March 2001, regulation 3(e), in possession of at least a Code B or Code BE driver’s licence (holders of Code C, C1, C1E or CE driver’s licences also qualify);

“Construction driver (light vehicle)” shall mean an employee who is engaged in driving a motor vehicle and who is, in terms of Government Gazette No. 2503 of 30 March 2001, regulation 3(e), in possession of at least a Code B or Code BE driver’s licence (holders of Code C, C1, C1E or CE driver’s licences also qualify);

“Construction driver (heavy vehicle)” shall mean an employee who is engaged in driving a motor vehicle and who is, in terms of Government Gazette No. 2503 of 30 March 2001, regulation 3(e), in possession of at least a Code C or Code C1 or a Code C or Code C1 with N3 restriction driver’s licence (holders of Code C1E or CE driver’s licences also qualify);

“Construction driver (extra heavy vehicle)” shall mean an employee who is engaged in driving a motor vehicle and who is, in terms of Government Gazette No. 2503 of 30 March 2001, regulation 3(e), in possession of at least a Code C1E or Code CE or a Code C1E or Code CE with N3 restriction driver’s licence;

“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, 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, earth-moving 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, earth-moving equipment or similar equipment and who is in the possession of the relevant licences in terms of Government Gazette No. 2503 of 30 March 2001.

“Labourer/General worker” 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;

“Living away allowance” shall be payable to employees who are sent by the employer to a working site so far away from the base of employment that they have to stay away from the base overnight.

“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 No. 18 of 1994);

“Semi-skilled Artisan” shall mean any employee who has had formal or informal training in his trade, but did not conduct and pass a formal trade test as prescribed by the National Vocational Training Act, 1994 (Act No. 18 of 1994);

“Storekeeper Grade 1” shall mean an employee who is in possession of a Grade 12 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 Grade 12 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;

“Tally clerk Grade 1” shall mean an employee who is in possession of a Grade 12 certificate and who is responsible for record-keeping and who is engaged in clerical work in connection with the materials on site

“Tally clerk Grade 2” shall mean an employee who is not in possession of a Grade 12 certificate and who assists in record-keeping and clerical work in connection with materials on site.

“Timekeeper Grade 1” shall mean an employee who is in possession of a Grade 12 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 Grade 12 certificate and who assists the record-keeping of the working hours of employees and clerical work in connection with the payment of remuneration of employees.

4. MINIMUM WAGES

Applicable from 31 December 2015 until 30 December 2016.

CATEGORY	NS Rate per hour	
	Semi-skilled	Artisan
Labourer/General worker		14.59
Painter	16.70	23.34
VA Tiler / Carpet layer / Tiler	18.11	25.86
Plumber	19.42	29.46
Bricklayer / Plasterer	19.21	29.46
Concrete worker / Shutterer	19.27	30.12
Scaffolder	15.66	-
Electrician	21.04	30.78
Carpenter	21.49	32.41
Joiner	22.26	34.58
Welder	18.34	-
Steel fixer	16.86	-
Master Craftsman (incl. coded welder)		38.62
Leading hand plumber		40.04
Leading hand steel fixer and leading hand welder		42.87
Construction Driver (dumper)		14.63
Construction Driver (light vehicle: Code B or BE)		20.71
Construction Driver (heavy vehicle: Code C, C1 or C1E)		24.55
Construction Driver (extra heavy vehicle: Code C1E or CE)		25.42
Construction Plant Operator (heavy duty)		21.04
Construction Plant Operator (extra heavy duty)		27.28
Construction Mechanic (Gr 2 Incl. welder, mild steel)		27.06
Storekeeper Gr. 1		19.21
Storekeeper Gr. 2		15.49
Timekeeper/Tally Clerk Gr. 1		19.21
Timekeeper/Tally Clerk Gr. 2		17.45
Security Guard per 12 hour shift on site		109.76
Brickmaker (manual machine operator on site)		19.00
Clerk		20.08

Applicable as from 31 December 2016 until a new agreement is promulgated.

CATEGORY	NS Rate per hour	
	Semi-skilled	Artisan
Labourer/General worker		16.04
Painter	18.37	25.68
VA Tiler / Carpet layer / Tiler	19.92	28.45
Plumber	21.36	32.40
Bricklayer / Plasterer	21.13	32.40
Concrete worker / Shutterer	21.20	33.13
Scaffolder	17.23	-
Electrician	23.15	33.86
Carpenter	23.64	35.65
Joiner	24.49	38.04
Welder	20.17	-
Steel fixer	18.55	-
Master Craftsman (incl. coded welder)		42.48

Leading hand plumber		44.04
Leading hand steel fixer and leading hand welder		47.15
Construction Driver (dumper)		16.09
Construction Driver (light vehicle: Code B or BE)		22.78
Construction Driver (heavy vehicle: Code C, CI or CIE)		27.01
Construction Driver (extra heavy vehicle: Code CI E or CE)		27.96
Construction Plant Operator (heavy duty)		23.15
Construction Plant Operator (extra heavy duty)		30.01
Construction Mechanic (Gr 2 Incl. welder, mild steel)		29.77
Storekeeper Gr. 1		21.13
Storekeeper Gr. 2		17.04
Timekeeper/Talley Clerk Gr. 1		21.13
Timekeeper/Tally Clerk Gr. 2		19.19
Security Guard per 12 hour shift on site		120.73
Brickmaker (manual machine operator on site)		20.90
Clerk		22.08

5. MINIMUM PROTECTIVE CLOTHING

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

- Overalls: 2 issued free per year of good quality for the specific trade.
- Hard hats: 1 issued free in defined hard hat areas (as determined in compliance with Government Notice No 156 of 1997: "Regulations relating to the health and safety of employees at work").
- Gum boots: Would be supplied free for defined areas but to be returned to the employer after the relevant activity.
- Safety boots: To be issued in compliance with Government Notice No. 156 of 1997: "Regulations relating to the health and safety of employees at work". One pair of boots is to be issued free every two years, unless worn out within this period.
- Applicability: All categories of employees mentioned in clause 3 above employed on site will qualify for protective clothing.
- Rain protection: In addition to rain protection during normal working hours, rain protection is to be afforded to labourers being transported by way of canopies, rain suits or ponchos.
- Special protection: Safety glasses, earplugs, reflective vests and respirators are to be supplied to employees if working conditions require these protections.

6. MINIMUM PRODUCTIVITY LEVELS

Failure to maintain productivity levels will be addressed by additional training or disciplinary and incapacity procedures as the case may be. An employer must not reduce the pay of an employee if the minimum productivity levels are not reached without addressing the employee's performance and the employer has to firstly resort to providing additional training before initiating disciplinary and/or incapacity procedures. The minimum wage of "Labourer/General Worker" remains in any case the lowest pay, which must be granted.

Category			Unit
Labourer/General worker			
Excavations in pickable material (not exceeding 2 m deep)		2 to 7	m ³ /day
Filling under surface beds and plate-compacting		5 to 7	m ³ /day
Concrete (mix and place in team of 1 artisan / 10 labourers)		3 to 6	m ³ /day
	Skilled	Semi-Skilled	
Bricklayer / Plasterer			
Stock bricks	630	408	no/day
Face bricks	425	270	no/day
Plaster to horizontal soffits	22	14	m ² /day
Plaster to vertical surfaces	30	18	m ² /day
Carpenter			
Rough formwork to all structures		22.5	16 m ² /day
Smooth formwork to all structures	16.2	12	m ² /day
Hanging doors with furniture	8	5	no/day
Ceilings including brandering	27	20	m ² /day
Metal roof covering including purlins	67.5	48	m ² /day
Roof tiles including boarding and underlay	60	45	m ² /day
Tiler			
Glazed tiles to walls in glue	21	15	m ² /day
Ceramic tiles to floors in glue	25	20	m ² /day
Painter / Glazier			
Undercoat and two coats paint to walls incl. filling and sanding	41	28	m ² /day
Undercoat and two coats paint to ceilings incl. filling and sanding	35	25	m ² /day
Two coats varnish to wood incl. filling and sanding	32.4	22	m ² /day
Prime, first coat and two coats enamel to surfaces	32.4	22.6	m ² /day
VA Tile / Carpet Layer			
VA tiles to floor	72	58	m ² /day
Carpet plus underfelt to floors	67.5	61	m ² /day

7. PERFORMANCE STANDARDS

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 employers and the trade union for each individual construction project.

8. LIVING AWAY ALLOWANCE

Minimum living away allowances are calculated at twelve percent (12%) of the employee's hourly wage for the entire duration of this agreement inclusive of any overtime/Sunday time.

Employers have to provide accommodation conforming to generally accepted standards in the industry (minimum a tent of good quality for short term contracts) and ablution facilities.

The 12% are split as follows 50% (6%) for food and 50% (6%) for the inconvenience of staying away from home.

Traveling to and from home base exceeding 3 hours of real driving time per day has to be reimbursed by an allowance equal to 50% of the hourly wage rate of the employee for the exceeding time spend on travelling.

Traveling to and from home must be provided accommodating weather conditions.

9. SAFETY

Safety in accordance with Government Notice No. 156 of 1997: "Regulations relating to the health and safety of employees at work" requirements should be at all times the prime object on construction.

10. STOP ORDER FACILITIES

Stop order facilities to be arranged for payment of monthly subscription and details will be submitted to employers as proof of representation. The employees concerned must individually sign stop orders.

11. SERVICE ALLOWANCE

A service allowance will be paid to every employee equal to 150 (one hundred and fifty) hours of his / her 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 every fully worked month the employee was in service during that specific year.

Should the service of an employee be terminated before the end of the year, a pro-rata payment will similarly be due.

In case of a dismissal of an employee for gross misconduct, he/she is not entitled to any portion of a service allowance.

12. SHOP STEWARD TRAINING

Workplace Union Representatives, otherwise also known as shop stewards, as provided for in clause 67 of the Labour Act of 2007, will be entitled to seven working days paid and seven working days unpaid leave per year for specifically approved training courses. Any further extended unpaid leave shall be negotiated with the management of the employer. Such leave will be subject to availability of the employee and will have to fit in with the company activities but will not unreasonably be withheld.

13. FAIR PRACTICE

Retrenched employees, who are being re-employed by the same employer within six months of retrenchment, shall receive the same rate of remuneration as at the time of retrenchment.

14. PENSION FUND

The parties have agreed that for all employees for whom minimum wages are prescribed in this Agreement the employer must apply for membership with the "Namibia Building Workers Pension Fund" (NBWPF) as established in accordance with Notice No. AG. 25 in Extraordinary Official Gazette of South West Africa No. 5915 of 19 March 1990 except if the employer offers pension / retirement fund benefits that provide for the same or better benefits. Membership of the pension fund shall be subject to the rules and regulations as laid down by the administrator of the fund.

In case of retrenchment, the employer has to issue a benefit statement with the retrenchment package to every employee to allow the employee to decide if he wants to take his contribution out of the fund or keep it with the fund.

15. RESOLUTIONS OF DISPUTE ARISING UNDER THIS AGREEMENT

Any dispute concerning the interpretation, application or enforcement of this agreement that the parties are not able to resolve through negotiation shall be submitted to arbitration under the auspices of the Labour Commissioner.

16. GENERAL

The above agreement was signed by the duly authorised 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 this 24 July 2015

J. JONAS

(for and on behalf of)

METALAND ALLIED NAMIBIAN WORKERS UNION

As witnesses: N. KATJIINAMUNENE

R. SCHMIDT

(for and on behalf of)

CONSTRUCTION INDUSTRIES FEDERATION OF NAMIBIA

As witnesses: B. KIRCHNER
