



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

N\$4.00

WINDHOEK - 6 July 2012

No. 4986

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Government Notice

MINISTRY OF LABOUR AND SOCIAL WELFARE

No.166

2012

PUBLICATION OF REQUEST FOR AND INVITATION FOR OBJECTIONS TO EXTENSION OF COLLECTIVE AGREEMENT RELATING TO SECURITY INDUSTRY TO NON-PARTIES: LABOUR ACT, 2007

Under -

- (a) subsection (3) of section 71 of the Labour Act, 2007 (Act No. 11 of 2007), I make known that the Security Association of Namibia, Namibia Transport and Allied Workers Union, Namibia Security Guards and Watchmen's Union and Namibia Independent Security Union have made a request to me in terms of subsection 2 of that section to extend the Collective Agreement for a Minimum Wage on Entry Level for the Security Industry, set out in the Schedule, to all employers and employees in the security industry who are presently not parties to that agreement; and
- (b) subsection (3)(b) of the section referred to in paragraph (a), I invite any person who wishes to object the extension of the agreement referred to in paragraph (a) to deliver a written statement setting forth the reasons for the objection to the office of the Minister, Ministry of Labour and Social Welfare, 32 Mercedes Street, Khomasdal, within a period of 30 days from the date of publication of this notice, or to send a written statement by mail to the Minister

of Labour and Social Welfare, Private Bag 19005, Khomasdal or by facsimile to the Minister at 061 210047, to reach the Minister within 30 days of the date of publication of this notice.

I. NGATJIZEKO

MINISTER OF LABOUR AND SOCIAL WELFARE

Windhoek, 20 June 2012

SCHEDULE

COLLECTIVE AGREEMENT FOR A MINIMUM WAGE

ON

ENTRY LEVEL FOR THE SECURITY INDUSTRY

MADE AND ENTERED INTO BY AND BETWEEN

THE SECURITY ASSOCIATION OF NAMIBIA;

P. O. Box 50696, Bachbrecht, Windhoek, Tel: 061-229828, Fax: 061-230612
33 General Murtala Ramat Muhammed Street, Windhoek

AND

NAMIBIA TRANSPORT AND ALLIED WORKERS UNION

P. O. Box 7516, Katutura, Tel: 061-217244, Fax: 061-263767
Erf 8605 Mungunda Street, Katutura

AND

NAMIBIA SECURITY GUARDS AND WATCHMEN'S UNION

P. O. Box 22679, Windhoek, Tel: 061-303803, Fax: 061-212828
Erf 3930 Verben Street, Khomasdal

AND

NAMIBIA INDEPENDENT SECURITY UNION

P.O Box 23747, Windhoek, Tel/Fax: 061-220601

2012

PREAMBLE

The Security Association of Namibia

And

Namibia Transport and Allied Workers Union

And

Namibia Security Guards and Watchmen's Union

And

Namibia Independent Security Union

Being the Parties to this Collective Agreement,

Desiring to maintain labour peace in the security industry;

Realizing the need to curb and prevent exploitation of security officers; and

Having welcomed the principle of determining a minimum wage on entry level of security officers;

Now therefore the Parties agree as follows:

ARTICLE 1**DEFINITIONS**

For the purpose of this agreement the term “**Security Officers (Employee)**” has the same meaning as defined in the Security Legislation (Security Enterprises and Security Officers Act, 1998 (Act No. 19 of 1998).

“**Security Enterprise (Employer)**” has the same meaning as defined in the Security Legislation (Security Enterprise and Security Officers Act, 1998 (Act No. 19 of 1998).

“**Entry Level**” means the lowest level of remuneration of Security Officers.

“**Remuneration**” means the total hourly rate as agreed upon.

ARTICLE 2**RECOGNITION AS EXCLUSIVE BARGAINING AGENT**

For the purpose of this Agreement; the Parties recognise the Namibia Security Labour Forum, their bargaining forum, for minimum wage negotiation on entry level.

ARTICLE 3**PURPOSE OF MINIMUM WAGE DETERMINATION**

The purposes of this collective agreement for a minimum wage on entry level are:

- 3.1 To improve the living standard of security officers;
- 3.2 To reduce poverty;
- 3.3 To maintain social peace; and
- 3.4 To curb and prevent exploitation of employees.

ARTICLE 4**CRITERIA FOR DETERMINING MINIMUM WAGES ON ENTRY LEVEL**

The criteria to be used for a minimum wage determination on entry level should be, but not limited to:

- 4.1 The need of employees and their dependants;

- 4.2 The capacity of the employer to pay;
- 4.3 The level of wages in the country as a whole;
- 4.4 Existing social security benefits; and
- 4.5 Economic factors, including the requirements of the economic development.

ARTICLE 5

COVERAGE OF MINIMUM WAGES ON ENTRY LEVEL

- 5.1 The agreed minimum wage determines the wage for the entry level of security officers in the whole of Namibia;
- 5.2 Specific categories of security enterprises may be exempted temporarily from the whole agreement, or parts thereof; in accordance with the criteria to be determined by the Forum; and
- 5.3 All Parties to the Agreement must agree upon any exemption.

ARTICLE 6

MINIMUM WAGE DETERMINATION MACHINERY

Minimum wage determinations in the security industry are to be done through:

- 6.1 Collective agreements;
- 6.2 Collective bargaining using the Namibia Security Labour Forum as platform; and
- 6.3 Collective agreements are to be gazetted in terms of relevant applicable labour legislation.

ARTICLE 7

ADJUSTMENT OF MINIMUM WAGES

Adjustments of the minimum wage as established in the Security Industry must be:

- 7.1 Collectively negotiated by all Parties to the Agreement to be revised after two years of implementation;
- 7.2 The agreed criteria for determining a minimum wage in the Security Industry, as contained in Article 4 of this agreement, should be used when establishing an adjustment of the minimum wage on entry level;
- 7.3 Indicators and factors such as, but not limited to the current Consumer Price Index (CPI), inflation rate, economic growth rate, claims and the prevailing environmental conditions (drought, floods, bush-fires) should guide the Parties in the adjusting the minimum wage. The Forum should use an open door policy in considering all aspects; and
- 7.4 The Parties agree that the first priority should always be to ensure the continuity and ability of the security industry to operate as a commercial entity in order to enable it in fulfilling its obligations.

- 7.5 The Parties agreed that the second priority should always ensure the continuity creation of decent work in the security sector.

ARTICLE 8

ENFORCEMENT OF THE MINIMUM WAGE

The minimum wage in the Security Industry is to be implemented and enforced through:

- 8.1 Public education and information dissemination by the Parties to members and nonmembers of the Parties;
- 8.2 Inspections of the security enterprises and their wage registers by Labour Inspectors as provided for in the relevant labour legislations;
- 8.3 Ensuring compliance with relevant legal provisions;
- 8.4 Imposing of penalties for non-compliance with the minimum wage; and
- 8.5 Protection of security officers against victimization and unfair treatment.

ARTICLE 9

MINIMUM WAGE FOR ENTRY LEVELS OF SECURITY OFFICERS

- 9.1 The minimum wage for the entry level of security officers shall be increased from N\$3.80 per hour to N\$5.00 per hour and N\$4.00 shift bonus, whereby 10.5 hours and more will be regarded as a full shift. An employee not completing a full shift, or guilty of misconduct during such shift will forfeit the shift bonus payable for such shift.
- 9.2 The Employers shall provide all employees with uniforms on the following basis:
- 9.2.1 The employer shall retain from the employee N\$300.00 as deposit for the uniform;
- 9.2.2 The employer shall refund the N\$300.00 deposit to the employee at the time of the employee's termination of service and upon the employee's return of the full set of uniform to the employer;
- 9.2.3 Should an employee neglect to return his uniform in full then he/she will be held responsible for the total cost of the uniform pieces not returned. Failure to return any uniform piece can lead to legal action. The same apply to employers if he/she fails to refund in full the N\$300.00 deposit on uniform upon return of the full set;
- 9.2.4 The employer at his expense shall exchange the uniform of each employee as follows:
- (a) Two pairs of trousers yearly;
 - (b) Two shirts/blouse yearly;
 - (c) A hat/cap yearly when applicable
 - (d) A Tie every second year when applicable;
 - (e) Shoulder Flashes every second year when applicable;
 - (f) A Blazer every third year when applicable;
 - (g) A Jersey yearly when applicable;
- 9.2.5 The employee shall cover the full cost of shoes/boots and non-branded items such as jackets etc;

9.2.6 A uniform item stays the property of the Company.

ARTICLE 10

GENERAL PROVISION

- 10.1 This agreement comes into force on the 1 July 2012 until 1 July 2014;
- 10.2 This agreement shall cover the period of two years commencing from the date in the *Gazette*. This agreement will remain in force until a new agreement is reached.
- 10.3 Any dispute must be settled through conciliation or arbitration, as the Parties may agree and as provided for by relevant Namibian legislation;
- 10.4 It is agreed by the Parties that their respective addresses herein before set out shall be the address to which all notices or other documents may be sent in relation to those present;
- 10.5 Any notice communication required or permitted to be given in terms of this agreement shall be valid and effective only if in written but it shall be competent to give notice by facsimile.

Signed on the day of 2012, at Windhoek

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 Name Signature Capacity

ON BEHALF OF SECURITY ASSOCIATION OF NAMIBIA

Signed on the day of 2012, at Windhoek

.....
 Name Signature Capacity

ON BEHALF OF NAMIBIA TRANSPORT AND ALLIED WORKERS UNION

Signed on the day of 2012, at Windhoek

.....
 Name Signature Capacity

ON BEHALF OF NAMIBIA INDEPENDENT SECURITY UNION

Signed on the day of 2012, at Windhoek

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 Name Signature Capacity

ON BEHALF OF THE NAMIBIA SECURITY GUARDS AND WATCHMEN'S UNION

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ON BEHALF OF THE MINISTRY OF LABOUR AND SOCIAL WELFARE

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