



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

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MINISTRY OF LABOUR AND SOCIAL WELFARE

No. 229

2012

EXTENSION OF COLLECTIVE AGREEMENT RELATING TO SECURITY INDUSTRY: LABOUR ACT, 2007

In terms of section 71(5) of the Labour Act, 2007 (Act No. 11 of 2007), and at the request of the Security Association of Namibia (SAN), Namibia Transport and Allied Workers Union (NATAU), Namibia Security Guards and Watchmen's Union (NASGWU) and Namibia Independent Security Union (NISU), I extend the collective agreement for a minimum wage on entry level for the Security Industry, which is set out in the Schedule, to all employers and employees not presently parties to the agreement and who are in the security industry.

I. NGTITJIZEKO

MINISTER OF LABOUR AND SOCIAL WELFARE

Windhoek, 23 August 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, Act No. 19 of 1998).

“Security Enterprise (Employer)” has the same meaning as defined in the Security Legislation (Security Enterprise and Security Officers Act, 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 shall cover the period of two years commencing from the date as gazetted in the Government Gazette. This agreement will remain in force until a new agreement is reached.

10.2 Any dispute must be settled through conciliation or arbitration, as the Parties may agree and as provided for by relevant Namibian legislation;

10.3 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;

10.4 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.

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

J.N. KWEDHI

Windhoek, 3 August 2012

ON BEHALF OF NAMIBIA INDEPENDENT SECURITY UNION

S. KANDONDO

Windhoek, 3 August 2012

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

F. DAVID

Windhoek, 3 August 2012

ON BEHALF OF THE MINISTRY OF LABOUR AND SOCIAL WELFARE

B.M. SHINGUADJA

Windhoek, 3 August 2012