



# GOVERNMENT GAZETTE

## OF THE

# REPUBLIC OF NAMIBIA

N\$4.00

WINDHOEK - 14 August 2014

No. 5531

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## Government Notice

### MINISTRY OF LABOUR AND SOCIAL WELFARE

No. 121

2014

REQUEST TO EXTEND COLLECTIVE AGREEMENT AND INVITATION FOR OBJECTIONS TO EXTENSION OF COLLECTIVE AGREEMENT FOR MINIMUM WAGE AND ADJUSTMENT OF EXISTING LEVEL FOR SECURITY INDUSTRY: LABOUR ACT, 2007

In terms of-

- (a) subsection (3)(a) 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 Watchman's Union and Namibia Independence 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 and Adjustment of Existing 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 that section referred to in paragraph (a), I invite any person who wishes to object the extension of the agreement referred to in paragraph (a), in whole or in part, 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 30 days from the date of publication of this notice, or send the 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 from the date of publication of this notice.

**D. SIOKA**  
**MINISTER OF LABOUR AND SOCIAL WELFARE**

**SCHEDULE**

**COLLECTIVE AGREEMENT FOR A MINIMUM WAGE AND ADJUSTMENT OF  
EXISTING LEVEL**

**FOR THE SECURITY INDUSTRY**

**MADE AND ENTERED INTO BY AND BETWEEN**

**THE SECURITY ASSOCIATION OF NAMIBIA;**  
P. O. Box 50696, Bachbrecht, Windhoek, Tel: 064-407283, Fax: 064-407249  
3967 Einstein Street, New Industrial, Swakopmund

**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: 061-3103803, Fax: 061-212828  
Erf 3930 Verben Street, Khomasdal

**AND**

**NAMIBIA INDEPENDENT SECURITY UNION**  
P.O Box 23747, Windhoek, Tel/Fax: 061-220601

**2014**

**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 SECURITY INDUSTRY OF NAMIBIA**

For the purpose of this Agreement; the Parties recognize the Namibia Security Labour Forum (NSLF), as the bargaining forum for minimum wage negotiation on entry level and other negotiated levels in the security industry of Namibia.

## **ARTICLE 3**

### **PURPOSE OF MINIMUM WAGE DETERMINATION**

The purposes of this collective agreement for a minimum wage on entry level and other agreed 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 security officers (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 dependents;
- 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 and the adjusted level determine the wage for the entry and new level of security officers in 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 and extended to non-parties in terms of Section 71 of the Labour Act, 2007 (Act No. 11 of 2007). The extension and enforcement to non-parties to the agreement shall take effect from the date of gazetting, however, they shall be liable to pay back from 01 August 2014.

#### **ARTICLE 7**

##### **ADJUSTMENT OF MINIMUM WAGES**

Adjustments of the minimum wage and other existing level as established in the Security Industry must be:

- 7.1 Collectively negotiated by all Parties to the Agreement and 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, and other natural disasters) should guide the Parties in the adjusting the minimum wage. The Forum should use an open door policy in considering all aspects;

- 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; and
- 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 non-members 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 LEVEL OF SECURITY OFFICERS**

- 9.1 The minimum wage for the entry level of security officers shall be N\$5.30 per hour effective from 1 August 2014.
- 9.2 The current security guards on N\$5.00 per hour will be adjusted to N\$6.75 per hour from 1 August 2014.
- 9.3 The current minimum wage shall automatically be adjusted from N\$5.30 per hour to N\$6.75 per hour effective from 1 August 2015.
- 9.4 There shall be an automatic adjustment of the current agreed N\$6.75 to N\$7.00 for security guards at that level effective from 01 August 2015.
- 9.5 The shift bonus falls off and replaced with adherence to the provisions of the Labour Act, 2007 (Act No. 11 of 2007) in relation to payment of overtime (section 17) night work (section 19), Work on Sundays (section 21) and Public Holiday as required by the Act.
- 9.6 The Employers shall provide all employees with uniforms on the following basis:
- 9.6.1 The employer shall retain from the employee N\$300.00 as deposit for the uniform;
- 9.6.2 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;
- 9.6.3 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;

9.6.4 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;

9.6.5 The employee shall cover the full cost of shoes/boots and non-branded items such as jackets etc;

9.6.6 A uniform item stays the property of the Company.

## **ARTICLE 10**

### **GENERAL PROVISION**

- 10.1 Notwithstanding the gazetting of this agreement, the agreement shall cover the period of two years commencing from 15 August 2014 to 1 August 2016. Thereafter, it shall remain in force until a new agreement is reached;
- 10.2 Any dispute and /or violation of this agreement shall be reported to the parties, who in turn, shall refer the case for conciliation and arbitration as provided for in the Labour Act, 2007 (Act No 11 of 2007);
- 10.3 It is agreed by the Parties that their respective addresses herein, shall be the address to which all notices or other documents may be communicated; and
- 10.4 Any notice of 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.

## **ARTICLE 11**

### **DISPUTE RESOLUTION PROCEDURES**

- 11.1 In the event of a dispute, either party may declare a dispute / or aggrieved by other parties, the aggrieved party shall notify the other party in writing thereof stating the nature of the dispute;
- 11.2 Upon receipt of such notification, the parties shall meet within 15 working days to consider the dispute in an endeavor to reach an amicable resolution of the dispute;
- 11.3 In case that the parties are unable to resolve the dispute the provision of the Labour Act shall apply;
- 11.4 If it is a dispute of rights it should be referred to the arbitration process through the Office of the Labour Commissioner as provided for in the Labour Act, 2007 (Act No. 11 of 2007); and

- 11.5 If it is a dispute of interest it should be referred to conciliation and mediation process as provided for in the Labour Act, 2007 (Act No. 11 of 2007).

**ON BEHALF OF SECURITY ASSOCIATION OF NAMIBIA**

**L. SHIGWEDHA** Windhoek, 10 July 2014

**B.C. KOOPMAN** Windhoek, 10 July 2014

**ON BEHALF OF NAMIBIA TRANSPORT AND ALLIED WORKERS UNION**

**J.N. KWEDHI** Windhoek, 10 July 2014

**ON BEHALF OF NAMIBIA INDEPENDENT SECURITY UNION**

**S. KANDONDO** Windhoek, 10 July 2014

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

**D. FRANS** Windhoek, 10 July 2014

**ON BEHALF OF THE MINISTRY OF LABOUR AND SOCIAL WELFARE**

**F. MUSUKUBILI** Windhoek, 10 July 2014

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