



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

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Government Notice

MINISTRY OF LABOUR AND SOCIAL WELFARE

No. 131

2017

PUBLICATION OF REQUEST FOR, 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) section 71(3)(a) of the Labour Act, 2007 (Act No. 11 of 2007), I publish a request by the Security Association of Namibia, Namibia Transport and Allied Workers Union, Namibia Security Guards and Watchman's Union and Namibia Independence Security Union made in terms of section 71(2) of that Act, to extend the collective agreement set out in the Schedule to employers and employees in the security industry who are not parties to that agreement;
- (b) section 71(3)(b) of that Act referred to in paragraph (a), I invite any person who wishes to object to the extension of the agreement referred to in that paragraph, in whole or in part, to deliver a written statement setting forth the reasons for the objection to my office at the 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 my office within 30 days from the date of publication of this notice; and

- (c) section 71(3) of that Act referred to in paragraph (a), I withdraw Government Notice No. 84 of 13 April 2017.

**E. NGHIMTINA
MINISTER OF LABOUR, INDUSTRIAL
RELATIONS AND EMPLOYMENT CREATION**

Windhoek, 11 May 2017

SCHEDULE

**COLLECTIVE AGREEMENT FOR A MINIMUM WAGE AND ADJUSTMENT OF
EXISTING LEVEL 2016**

FOR THE SECURITY INDUSTRY

MADE AND ENTERED INTO BY AND BETWEEN

THE SECURITY ASSOCIATION OF NAMIBIA

P.O. Box 50696, Bachbrecht, BRB Building, 2nd Floor, c/o: Dr Bernard May and Gatenstrasse,
Aussplannplatz, Windhoek, Tel: +264 81 836 5566, email: admins@iway.na

AND

NAMIBIA TRANSPORT AND ALLIED WORKERS UNION

P.O. Box 7516, Katutura, Tel: 061-217244, Fax: 061-263767
Erf 8605 Mungunda Street, natau@mweb.com.na Katutura

AND

NAMIBIA SECURITY GUARDS AND WATCHMEN'S UNION

P.O. Box 70273, Khomasdal, Windhoek, Tel: 061-210754, Fax: 061-210717
Erf 4551 Dollar Street, Khomasdal nasgwu2015@gmail.com

AND

NAMIBIA INDEPENDENT SECURITY UNION

P.O. Box 95242, Soweto Market, Erf no 1011, Ondoto Street, Okuryangava, Katutura, Windhoek,
Tel: 061-301787; snamibiaindependent@gmail.com

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;

Realising 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), hereinafter the ‘SESORB’ Act).

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

“Basic Wage” has the same meaning as defined in Section 8 (1) (b) of the Labour Act, 2007 (Act No. 11 of 2007).

“Continuous Shift” means in a shift in a continuous operation, as permitted by the Minister in term of Section 15.

“Collective Agreement” means a written contract entered into by an employer or employers’ organisation on the one hand and the three referred Unions as per page 1.

ARTICLE 2

RECOGNITION AS BARGAINING PLATFORM FOR THE SECURITY INDUSTRY OF NAMIBIA

For the purpose of this Agreement; the Parties recognize the Namibia Security Labour Forum (NSLF), as the only bargaining forum for minimum wage negotiations 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;
- 4.5 Economic factors, including the requirements of the economic development; and
- 4.6 To develop and improve working conditions of Security Officers in line with the SESORB Act.

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 agreements may be gazetted and extended to non-parties in terms of Section 71 of the Labour Act, 2007 (Act No. 11 of 2007).

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 should be revisited after 18 months 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 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 mandate; and
- 7.5 The Parties further agree to always ensure the continuity of creating decent employment opportunities 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 such penalties to be in accordance of the Labour Act and SESORB Act of Namibia; 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\$8.75 per hour effective from 1 January 2017.
- 9.2 The wages of Security Officers who are currently earning N\$6.75 to N\$7.00 per hour will be adjusted to a minimum of N\$8.75 per hour as from 1 January 2017.
- 9.3 As from 1 July 2017 the minimum wage for all Security Officers who have, at that time, been employed with their current employer for a cumulative period of no less than 12 months, shall be N\$ 10.00 per hour.
- 9.4 The parties agree to commence with further discussions during March of 2017 on the following issues: housing allowances, transport allowances and pension fund contributions, as well as the implementation of the SESORB act and its regulations.
- 9.5 The Employers shall provide all employees with uniforms on the following basis:

- 9.5.1 The employer shall retain from the employee N\$300.00 as deposit for the uniform;
- 9.5.2 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, fair wear and tear expected;
- 9.5.3 Should an employee neglect to return his uniform in full and/or return it in a dilapidated condition, 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;
- 9.5.4 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;
- 9.5.5 The employee shall cover the full cost of shoes/boots and non-branded items such as jackets etc.
- 9.5.6 A uniform item stays the property of the Company.
- 9.6 Notwithstanding the gazetting of this agreement, it shall be effective from 1 January 2017 and shall remain in force until a new agreement is reached. The parties agree to commence with negotiations with the view to enter into a new collective agreement by no later than 1 August 2018.

ARTICLE 10

GENERAL PROVISION

- 10.1 Any dispute and /or violation of this agreement may be referred to as a dispute, by any party, in the manner provided for by Part C, Chapter 8, of 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 referred to in page 1 to which all notices or other documents may be communicated; and
- 10.3 Any notice of communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimiles, by hand delivered letters and/or by way of emails sent to the email addresses indicated herein above. Any emails sent to the addresses so elected shall be deemed to have

been received after three business days of same having been sent, whether actually received or not. By signing hereof the parties agree that their email addresses are in working order, that they regularly check their emails and that any changes to those addresses shall only be valid after the party making the changes have given the other parties five days written notice of said changes.

ARTICLE 11

DISPUTE RESOLUTION PROCEDURES

- 11.1 Either party may declare a dispute. The aggrieved party shall notify the other party in writing, 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 thereto;
- 11.3 In case the parties are unable to resolve the dispute, the complainant shall be entitled to refer a dispute to the Offices of the Labour Commissioner as per the provisions of Chapter 8, Part C of the Labour Act, 11 of 2007.

ON BEHALF OF SECURITY ASSOCIATION OF NAMIBIA

JH VISSER

Windhoek: 15 December 2016

ON BEHALF OF NAMIBIA TRANSPORT AND ALLIED WORKERS UNION

JN KWEDHI

Windhoek: 15 December 2016

ON BEHALF OF NAMIBIA INDEPENDENT SECURITY UNION

S KANDONDO

Windhoek: 15 December 2016

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

A HAUSIKU

Windhoek: 15 December 2016
