



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

N\$2.00

WINDHOEK - 22 July 2005

No. 3466

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Government Notice

MINISTRY OF LABOUR AND SOCIAL WELFARE

No. 90 2005

**NOTICE CALLING FOR OBJECTIONS IN TERMS OF SECTION 70(2)
OF THE LABOUR ACT, 1992: COLLECTIVE AGREEMENT BETWEEN
SAN, NATAU AND NASGWU**

In terms of section 70(2) of the Labour Act, 1992 (Act No. 6 of 1992), it is made known that -

- (a) the Security Association of Namibia (SAN), Namibia Transport Workers' Union (NATAU) and Namibia Security Guards and Watchmen Union (NASGWU) have requested the Minister, in terms of section 70(1) of that Act, to declare all provisions of the registered collective agreement set out in the Schedule and entered into between themselves to be binding on every employer and employee engaged in the security industry within the Republic of Namibia;
- (b) the collective agreement referred to in paragraph (a) will lie open for inspection during office hours at the Office of the Labour Commissioner: Room F13, 1st Floor, Borgward Street, Commissioner's Building, Khomasdal, Windhoek; and

- (c) any interested person who wishes to object to the proposed declaration referred to in section 70(1) of that Act or who wishes to make any objections to any provision of the collective agreement referred to in paragraph (a) must deliver such written objections to the Office of the Labour Commissioner: Room F13, 1st Floor, Borgward Street, Commissioner's Building, Khomasdal, Windhoek or must send such written objections for the attention of the Labour Commissioner: Private Bag 13367, Windhoek or transmit such written objections by way of facsimile to (061) 212334, so as to reach the Office of the Labour Commissioner within 30 days from the date of this notice.

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 1926, Windhoek, Tel: 061- 2052264, Fax: 061- 2052350

15 Luther Street, NamPower Centre, Windhoek

AND

NAMIBIA TRANSPORT AND ALLIED WORKERS UNION;

P O Box 7516, Katutura, Tel: 061-218154, Fax: 061-263767

Erf 8605 Mungunda Street, Katutura

AND

NAMIBIA SECURITY GUARDS AND WATCHMEN'S UNION

P O Box 1341, Walvis Bay, Tel/Fax: 064-205957

7th Road Nathaniel Maxuilili Street, Kuisebmond, Walvisbay

WINDHOEK

09 MARCH 2005

PREAMBLE

Whereas

The Security Association of Namibia

and

Namibia Transport and Allied Workers Union

and

Namibia Security Guards and Watchmen's 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 for 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 BARGAINING FORUM

For the purpose of this Agreement, the Parties recognize the Namibia Security Labour Forum their Bargaining Forum, for minimum wage negotiation on entry level.

ARTICLE 3 PURPOSE OF MINIMUM WAGE DETERMINATION ON ENTRY LEVEL

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 requirements of 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 this Agreement must agree upon any exemption.

**ARTICLE 6
MINIMUM WAGE DETERMINATION ON ENTRY LEVEL: MECHANISM**

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 the platform; and
- 6.3. Collective agreements are to be gazetted in terms of relevant applicable labour legislation.

**ARTICLE 7
ADJUSTMENTS OF MINIMUM WAGES ON ENTRY LEVEL**

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 one year of implementation thereafter every second year;
- 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 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.

ARTICLE 8
ENFORCEMENT OF THE MINIMUM WAGE ON ENTRY LEVEL

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. Inspection of security enterprises and their wage registers by Labour Inspectors as provided for in the relevant applicable 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.

ARTICLE 9
MINIMUM WAGE FOR ENTRY LEVEL OF SECURITY OFFICER

- 9.1. The Parties determined the minimum cash wage for the entry level of security officers at N\$2.09 per hour or N\$25.00 per 12-hour shift whereby 9-12 shift will be regarded as a full shift;
- 9.2. A shift consisting out of less than 9 hours will be paid actual hours worked per hourly rate;
- 9.3. The employee will be indebted to the employer for hours paid, but not worked for; and
- 9.4. One set of uniform consisting out of 1 trousers/skirt and 1 shirt/blouse shall be provided free of charge over a period of 12 months for all entry level employees as from implementation date of agreement. The remainder of uniforms will be issued according to Company Policy. All uniforms remain the property of the Company.

ARTICLE 10
GENERAL PROVISIONS

- 10.1. This Agreement comes into force on the 01st of March 2005;
- 10.2. This Agreement remains in force until it is amended or replaced by another written collective agreement of the Parties;
- 10.3. Any dispute must be settled through conciliation or arbitration, as the Parties may agree and as provided for by relevant applicable labour 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 presents.
- 10.5. Any notice or 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 facsimile.

Signed on the Day of 2005 at Windhoek

.....
 Name Signature Capacity
ON BEHALF OF SECURITY ASSOCIATION OF NAMIBIA

Signed on the Day of 2005 at Windhoek

.....
 Name Signature Capacity
ON BEHALF OF NAMIBIA TRANSPORT AND ALLIED WORKERS UNION

Signed on the Day of 2005 at Windhoek

.....
 Name Signature Capacity
ON BEHALF OF NAMIBIA SECURITY GUARDS AND WATCHMEN'S UNION

Witness 1..... Witness 2.....
