


SAFETY AND SECURITY SECTORAL BARGAINING COUNCIL

AGREEMENT NO:	2/2019
DATE:	17 DECEMBER 2019

LEVY AGREEMENT

1. Noting that if the Safety and Security Sectoral Bargaining Council, (hereafter Council) is to function efficiently and effectively, it needs funds to do so; and
2. Further noting that all employees in the Council and the state as Employer within the registered scope of the Council, benefit from the Council;
3. Therefore the parties to Council hereby resolve to conclude a Levy Agreement which agreement is attached as Schedule 1.
4. The parties to the Council hereby resolve to revoke SSSBC Agreement 1/2014 with effect from 1 December 2019.
5. This agreement binds the parties to the agreement and all employees who are not members of a registered trade union admitted to the Council, as well as members of registered trade unions admitted to this Council who are not parties to this agreement.
6. This agreement shall be subject to the provisions of any applicable Act of Parliament, or secondary legislation promulgated in terms thereof.
7. The representatives of all the parties concerned undertake to take every reasonable step necessary to ensure the implementation of this agreement.

-  Lt. Gen.
SOUTH AFRICAN POLICE SERVICE AS THE EMPLOYER

SSSBC Agreement 2 /2019

Schedule 1

LEVY AGREEMENT

1. The purpose of this agreement is to provide for a joint contribution by the *employer* and its employees to finance the expenditure of the *Council* and its *provincial chambers*.
2. This agreement applies to the *employer* and all its *employees* who fall within the registered scope of the *Council*.
3. Each month the *employer* must deduct a *levy* from the basic salary of each of its *employees*, to the following amount:
 - 3.1 As from 1 December 2019 an amount of R6.00; and
 - 3.2 As from 1 April 2020, the amount mentioned in paragraph 3.1 above will be adjusted on an annual basis linked to CPI as directed by the Minister of Public Service and Administration.
4. The employer must pay the amounts deducted for the month to the Secretary of the *Council* on or before the 14th day of the following month. The payment must be accompanied by a schedule stating the date of the deduction and the total amounts deducted.
5. On the same day that the *employer* pays the amounts referred to in clause 3, the *employer* must pay to the *Council* an amount equivalent to the total of the amounts referred to in clause 3 as the *employer's* contribution.
6. The Secretary of the *Council* must deposit all money received in terms of clauses 3 and 5 into the *Council's* bank account.
7. The money held in the account must be for the expenditure of the *Council* and *Provincial Chambers*, which expenditure includes-
 - 7.1 remuneration;

7.2 expenditure on-

- (a) dispute resolution functions;
- (b) collective bargaining; and
- (c) training.

8. The expenditure of the *provincial chambers* must be approved and agreed upon in the *Council*.

9. Any monies in surplus after payment of the Council's expenditure maybe invested in accordance with section 53(5) of the Labour Relations Act No. 66 of 1995, as amended.

10. The annual budget of the *Council must* be agreed upon by the parties to the *Council* at a duly constituted Council Meeting before the 1st of April each year.

11. The Secretary must, on a monthly basis, present to the *Executive Committee*, a statement of the *Council's* income and expenditure. The *Executive Committee* must report on these monthly statements to the *Council*.

12. The money received by the *Council* may not be used for expenditure that does not advance the interests of the *Council* or any of the parties to the *Council*.

13. This agreement may only be terminated by a decision of the *Council*.

14. If there is a dispute about the interpretation or application of this agreement any party may refer the matter to the *Council* for resolution in terms of the dispute resolution procedure of the *Council*.

15. For purposes of this agreement-

15.1 "levy" means the compulsory deduction from the basic salary of every *employee* by the employer for the purposes of financing the expenses of the *Council* and any *provincial chamber* in accordance with this agreement.

15.2 "employer contribution" means an amount paid by the employer equivalent to the amount paid by the employee as a levy to Council.

- 15.3** "*Council*" means the Safety and Security Sectoral Bargaining Council;
- 15.4** "*employee*" means employees of the employer within the registered scope of the *Council*;
- 15.5** "*employer*" means the State as employer within the registered scope of the Council;
- 15.6** "*Executive Committee*" means the executive committee of the *Council*;
- 15.7** "*LRA*" means the Labour Relations Act, No 66 of 1995
- 15.8** "*provincial chamber*" means a chamber-established by the *Council*, in terms of Clause 15 of its Constitution;
- 15.9** "*trade union*" shall carry the definition as set out in the Act and shall also mean:
- (i) a trade union having organisational rights with an employer falling within the registered scope of the Council; or
 - (ii) two or more registered trade unions having organisational rights with an employer falling within the registered scope of the Council, acting together as a single party.

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SECTORAL BARGAINING COUNCIL