

## **SAFETY AND SECURITY SECTORAL BARGAINING COUNCIL**

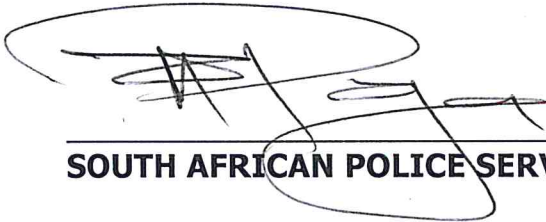
<b>AGREEMENT NO:</b>	<b>01/2014</b>
<b>DATE:</b>	31 March 2014

### **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 8/2001 with effect from 1 April 2014.
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.

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7. The representatives of all the parties concerned undertake to take every reasonable step necessary to ensure the implementation of this agreement.
8. Amendments to this agreement shall not be in force of effect unless they have been reduced to writing and signed by all the parties concerned.
9. This agreement shall be valid and implemented as from 1 April 2014.
10. This agreement is signed on behalf of the South African Police Service, as the Employer, and the relevant recognised employee organisations, all signatories being duly authorised thereto, at **CENTURION** on the 31<sup>st</sup> **MARCH 2014.**



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**SOUTH AFRICAN POLICE SERVICE AS THE EMPLOYER**



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**POLICE AND PRISONS CIVIL RIGHTS UNION**

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**SOUTH AFRICAN POLICING UNION**

## 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 April 2014 an amount of R2.50;
  - 3.2 As from 1 April 2015 an amount of R3.00;
  - 3.3 As from 1 April 2016 an amount of R3.50;
  - 3.4 As from 1 April 2017 an amount of R4.00;
4. The employer must pay the amounts deducted for the month to the Secretary of the *Council* on or before the 14<sup>th</sup> 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 1<sup>st</sup> 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.

*J.E.C.*