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DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 3446 OF 2025

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Private Security Sector**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and shall remain in force until 28 February 2027.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 22 August 2025

THE SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR

MAIN COLLECTIVE AMENDING AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995 (as amended),

made and entered into by and between the

Security Association of South Africa ("SASA")
South African National Security Employers Association ("SANSEA")
Consolidated Employers Organization ("CEO")
(hereinafter referred to as the "employers" or the "employers' organisation') of the one part,

and the

Abanqobi Workers Union ("AWU")
Democratic Transport Logistics and Allied Workers Union ("DETAWU")
Kungwini Amalgamated Workers Union ("KAWU")
National Security and Unqualified Workers Union ("NASUWU")
Professional Transport and Allied Workers' Union of South Africa ("PTAWU")
South African Algamated and Integrated Workers Union ("SAAIWU")
South African National Security and Allied Workers' Forum ("SANSAWF")
South African Transport and Allied Workers Union ("SATAWU")
(hereinafter referred to as the "trade union") of the other part, being the parties to the

National Bargaining Council for the Private Security Sector

herein agree to amend the Main Collective Agreement as published under Government Notice R. 4302 on 2 February 2024.

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1. SCOPE OF APPLICATION OF AGREEMENT

(1) This Agreement applies to all employers and all employees who are engaged in the Private Security Sector, as defined hereunder, in the Republic of South Africa.

"Private Security Sector" or "sector" means the sector in which the employers and employees are associated for the purposes of guarding or protecting fixed property, premises, goods, persons or employees, including monitoring and responding to alarms at premises which are guarded by persons or by electronic means, but excluding the assets-in transit to the extent that it falls under the registered scope of the National Bargaining Council for the Road Freight and Logistics Industry."

(2) (a) this agreement shall apply to employees for whom wages are prescribed in this agreement and to employers of such employees; and

(b) Other categories of employees , including car guards, sub-contractors and other employees employed on non-standard service arrangements including fixed term contract agreements and disguised employment relationship such as self-employed security officers, who are deemed to be employees in terms of clause 21 and employers of such employees.

(3) The provisions of this schedule shall not apply to:

(a) a manager as defined in clause 3; and

(b) any employer or employee who is subject to a Sectoral Determination or an agreement of another bargaining council in the terms the Labour Relations Act, 1995 as amended.

(4) For the purposes of determining the salary rate applicable to an employee, the area where the employee performs the employee's duties shall be the area contemplated in tables 1, 2, 3 and 4 irrespective of whether or not the employer has an establishment in that area or not.

(5) Subject to the provisions of the National Keypoint Act, 1980, this agreement shall apply to employers and employees in the Private Security Sector who provide security services at National Key Points, as defined.

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2. PERIOD OF OPERATION OF THE AGREEMENT

(1) This Agreement is binding on the parties to the Council and shall come into operation from the date as determined by the Minister and shall remain in force until 28 February 2027.

(2) Furthermore this agreement shall become binding and operational on non-party employees and employers once this agreement is extended by the Minister of Employment and Labour in terms of section 32 of the Act as determined by the Minister until 28 February 2027.

3. FORMER CLAUSE 30: PRIVATE SECURITY SECTOR PROVIDENT FUND

Substitute Clause 30 with the following:

" 30. PROVIDENT FUND

(1) Membership

(a) Each security officer, subject to the exclusions in clause 1(3), who falls within the definition of eligible employee as contained in the Fund Rules as approved by the Financial Services Conduct Authority (FSCA), shall, on or after coming into operation of this agreement, become a member of the Private Security Sector Provident Fund ("**PSSPF**").

(b) If a security officer to whom sub-clause (a) applies is not a member of the PSSPF on the date on which he/she becomes an employee falling within the scope of this Agreement, he/she shall be required to become a member of the PSSPF.

(c) If a security officer who has become a member of the PSSPF ceases to fall within the scope of this agreement owing to the security officer ceasing to be employed in the Private Security Sector or as a result of the employee no longer being classified as an eligible member, as defined, the security officer shall cease to be a member of the PSSPF. The payment of withdrawal benefit shall be made to such security officer as provided for in the PSSPF Rules.

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(2) Administration and provision of the Fund

(a) The period of operation of clause 30(3) shall apply to the parties from the date of signature, or date of publication of this Agreement.

(b) The Fund shall be administered in accordance with the Rules of the Fund as approved by the Financial Services Conduct Authority (FSCA) from time to time. Such Rules shall not be inconsistent with this Agreement or the Provisions of the Pension Funds Act, as amended from time to time.

(c) In order to realise the objects of the Fund the trustees shall –

(i) directly control and oversee the operation of the Fund in accordance with the Fund Rules as approved by the Financial Services Conduct Authority (FSCA) from time to time and the Pension Fund Act;

(ii) enter into an agreement with an administrator to administer the Fund; and

(iii) At their elections –

(i) enter into an agreement with a registered insurance company; or

(ii) establish a self-insurance arrangement or cell captive arrangement to provide Death, Disability and/or Funeral benefits.

(d) Notwithstanding the above, the Fund appoints the Council which will be responsible for the collection and allocation of the contributions in accordance with the Fund Rules as approved by the Financial Services Conduct Authority (FSCA) from time to time.

(e) The contributions collected by the Office of the General Secretary in terms of this clause shall be paid to the Fund in accordance with the rules of the Fund as approved by the Financial Services Conduct Authority (FSCA) from time to time which deals with the allocation of funds. On a month-to-month basis, the Office of the General Secretary shall be responsible for reporting to the Fund on matters relating to the administration of contributions.

(f) A service level agreement between the Office of the General Secretary and the Fund will determine the rates and costs associated with the administration of the contributions.

(g) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Board of Trustees of the Fund shall take over the functions of the Office of the General Secretary in respect of this section of the Agreement, and if for any reason the Board of Trustees should be unwilling to perform such duties, the Registrar of Pension Funds may appoint trustees to perform the Office of the Bargaining Council's functions. The Board of Trustees so appointed shall have all the powers vested in the Bargaining Council

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for purposes of this section. Payment, if any, for the services of the trustees shall be borne by the Fund.

(3) Contributions

(a) The employer shall each month deduct from the earnings of each security officer in respect of each month, or part thereof, an amount equal to the table set out below of the employees Fund Salary, being contributions to the PSSPF and employers shall also make an equal contribution to the PSSPF in line with the PSSPF Rules as approved by FSCA.

(b)

	Employer	Security Officer
Year 1	5%	5%
Year 2	6.5%	6.5%
Year 3	7.5%	7.5%
Year 4	7.5%	7.5%

(c) When a security officer is on approved leave with full pay, or with less than full pay, the security officer shall contribute to the Fund, in accordance with sub clause 30 (3)(a), and the employer shall continue to contribute in respect of the security officer, in accordance with sub clause 30 (3)(a), and all benefits under the Fund in respect of the security officer shall be maintained.

(d) If a security officer is on approved leave without pay, no contributions shall be made by the security officer in terms of sub clause 30 (3)(a), but the employer shall continue to contribute the employers' portion of the contribution, in order that the death, disability and funeral benefits shall continue to be payable –

(i) throughout the period of leave, if the security officer's leave is due to sickness; or

(ii) for not longer than six months, if the security officer's leave is due to reasons other than sickness.

(e) Notwithstanding the provisions of this clause, failure on the part of the employer to make deductions of employees' contributions which it is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and its own contributions to the Bargaining Council.

(f) The amount payable in each month in terms of this clause shall be deposited by the employer directly into the applicable section 13B account by no later than the 7th

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immediately following the month in which deductions and contributions were made and shall be as follows –

In South African currency;

(i) by direct deposit into the applicable Section 13B account ;

(ii) together with such particulars as are required in terms of the Retirement Funds Act and/or by the board of the PSSPF;

(iii) the contributions payable shall constitute an amount calculated at a rate of not less than the total contributions set out in clause (3)(a) of the employees' salary or as amended by the Board from time to time; and

(iv) such amount as referred to in sub-clause (3)(a) shall constitute an equal contribution by an employer and security officer.

(g) If any amount that falls due in terms of this clause is not received in full by the Bargaining Council by the seventh day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with following provisions

(i) The interest shall accrue on the balance of the amount outstanding from time to time from the 1st day until the full amount is received by the Bargaining Council.

(ii) The interest shall accrue at the effective rate and terms as prescribed by the Act and regulation to the Act.

(iii) All the other provisions of the Act that are relevant for purpose of calculating any interest payable by the employer in terms of this sub-clause shall mutatis mutandis apply for these purposes.

(iv) For purposes of this sub-clause, 'the Act' means the Pension Funds Act as amended from time to time.

(h) Contributions collected by the Bargaining Council and which are due to the PSSPF shall be paid to the PSSPF within seven (7) days of receipt of such monies by the Bargaining Council in line with the approved Rules of the Fund by FSCA..

(i) If any amount which falls due in terms of this clause is not received in full by the administrator of the Provident Fund by the 7th day of the month following the month for which the amount is payable, then the employer is liable to pay penalty interest in accordance with section 13A of the Pension Funds Act

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(j) Any deductions in terms of this clause will not be in violation of clause 6(10)(d) of this agreement.

(4) Fund Rules

(a) The Fund Rules constitute the rules that govern the Private Security Sector Provident Fund. In the event of any discrepancy between the Main Collective Agreement of the Bargaining Council and the Fund Rules, the Main Collective Agreement shall prevail in so far as any specific provisions as set out in the Pension Fund Act describes specific provisions and requirements as set out in the Fund Rules as approved by FSCA. "

4. CLAUSE 34: EXEMPTION AND APPEALS

Replace Clause 34 as follows:

(1) Any person bound by this Agreement may apply for exemption.

(2) The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.

(3) The Bargaining Council must determine its exemptions policy and process all exemption applications in terms of this policy.

(4) All applications for exemption must be made in writing on the appropriate application form, obtained from the Bargaining Council, setting out relevant information, including –

(a) the provisions of the agreement in respect of which exemption is sought;
(b) the number of persons in respect of whom the exemption is sought;
(c) the reasons why the exemption is sought;
(d) the nature and size of the business in respect of which the exemption is sought;
(e) the duration and timeframe for which the exemption is sought;
(f) the business strategy and plan of the applicant seeking the exemption;
(g) the applicants past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate.
(h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and
(i) Any other relevant supporting data and financial information the Council may prescribe from time to time.

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(5) The Bargaining Council shall decide on an application for exemption within 30 days of receipt.

(6) Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions panel which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

(7) An exemption panel appointed by the Council may request additional information from an applicant applying for exemption.

(8) In scrutinizing the application, the Exemption Panel or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in sub clause (14) below.

(9) The secretary must advise the applicant in writing of the decision of the exemptions panel within 15 days from the date of the decision, failing which the Bargaining Council shall be deemed to have refused the application for exemption.

(10) In the event of the exemptions panel granting, partially granting or refusing to grant an application, the applicant shall be informed of the reasons for the decision to the appeal in writing on the appropriate appeal application form against the decision to the Independent Exemptions Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.

(11) In the terms of section 32(3)(e) of the Labour Relations Act [as amended], the Bargaining Council must establish an independent Exemption Body to hear and decide as soon as possible any appeal brought against the exemption panel's refusal of a non-party's application for exemption for the provision of a collective agreement by the exemption panel or withdrawal of an exemption by the Bargaining Council.

(12) The Independent Exemption Body shall hear and decide and inform the applicant and the Bargaining Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemption panel.

(13) No representative, office-bearer, or official of a trade union or employer's organizations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Exemptions Body established by the Bargaining Council.

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(14) When considering an application, the Exemptions Panel or the Independent Exemptions Body whichever the case may be, must consider, in addition to sub clause 8, the following:

(a) Whether the granting of the exemption or appeal will prejudice the objectives of the Bargaining Council or contravene the provisions of any labour legislation or Collective Agreements;

(b) The circumstances prevailing in the Private Security Sector as a whole likely to be affected by the application and/or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;

(c) the nature and size of the business in respect of which the application is made;

(d) whether the duration of the exemption or appeal is for a limited or specified period;

(e) any representations made by the employees likely to be affected by the application and interest of employees as regards exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;

(f) whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;

(g) whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant; financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;

(h) whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;

(i) whether the granting of the exemption or appeal will impact negatively on parity agreements; and

(j) whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with a Collective Agreement; and

(k) whether the employees or their representatives have been consulted and their views recorded, and/or any agreement reached between the applicant and the workforce.

(l) Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the Applicant.

(15) In the event of the Independent Exemptions Body granting, partially granting or refusing to grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.

(16) The decision of the Independent Exemptions Body is final and binding upon the applicant and the Bargaining Council.

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(17) If an exemption or appeal is granted or partially granted, the Exemption Panel or the Independent Exemptions Body, shall issue a certificate, signed by Secretary, containing the following particulars:

(a) The full name of the applicant(s) or enterprise concern;
(b) The trade name;
(c) The provisions of the Agreement from which exemption or appeal has been granted;
(d) The period of which the exemption or appeal shall operate;
(e) The date of issue and from which day the exemption or appeal shall operate;
(f) The condition(s) of the exemption or appeal granted; and
(g) The area in which the exemption or appeal applies.

(18) An employer to whom a certificate has been issued shall at all times have the certificate available for inspection of the workplace.

(19) The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

(20) Specific to the Provident fund, the exemption process shall be:

(21) The following criteria for an exemption from the Private Security Sector Provident Fund will apply, provided that –

(i) If the employer, prior to the publication of Gazette Notice No. 306 of 30 March 2001, had an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in the Bargaining Council Main Collective Agreement, as amended or replaced.

(ii) If the employer, prior to the publication of Gazette Notice No. 306 of 30 March 2001, did not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in Bargaining Council Main Collective Agreement, as amended or replaced, but before 30 March 2001, the employer and its employees have consulted in writing to commence negotiations for the establishment of a pension or provident fund for such employees.

(a) Applications will be in writing and addressed to the Exemption Panel. Applications shall comply with the following:
(i) Be fully motivated;
(ii) Be accompanied by relevant supporting data and financial information;
(iii) Applications that affect employees' conditions of service will not be considered unless the employees or their representatives have been

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properly consulted and their views fully recorded in an accompanying document;

(iv) Indicate the period for which the exemption is required.

(v) the application shall be in compliance with clause 21(i) and (ii)

(b) In considering the application the Exemptions Panel shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:

(i) Any special circumstances that exist;

(ii) Any precedent that may be set;

(iii) The interest of the industry as regards –

(aa) Unfair competition,

(ab) Collective bargaining,

(ac) Potential for labour unrest,

(ad) Increased employment.

(iv) The interest of employees as regards:

(aa) Exploitation,

(ab) Job preservation,

(ac) Sound Conditions of Employment,

(ad) Possible financial benefits,

(ae) Health and Safety,

(ab) Infringement of basic rights.

(v) The interest of the employer as regards:

(aa) Financial stability,

(ab) Impact on productivity,

(ac) Future relationship with employees' trade union,

(ad) Operational requirements.

(c) If the application is granted, the Exemption Panel will issue an exemption certificate, signed by the secretary, containing the following particulars:

(i) The full name of the applicant;

(ii) The trade name of the applicant;

(iii) The period for which the exemption shall operate;

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(iv) The date of issue; and

(v) The conditions of the exemption granted.

(d) If the exemption is refused the Exemptions Panel shall specify its reasons for not granting the application, and which will be communicated to the applicant.

(e) The Exemptions Panel shall retain a copy of the certificate and number each certificate sequentially.

(f) An employer to whom a certificate of exemption has been issued shall at all times have the certificate available for inspection at his establishment.

(g) Any application by an employer for exemption shall in no way whatsoever affect the employer's obligations, nor his employees' rights, with regard to the payment of all contributions and benefits in terms of the rules of that employer's retirement fund and/or his employees' conditions of employment during any period that the application is under consideration.

(5) Waiting period

(a) An employee entering the private security sector for the first time and an employee who has been out of the sector for more than six months shall be required to wait for a period of four months before joining the fund.

(b) An employee with at least four months uninterrupted service in the private security industry, not necessarily with the same employer, shall join the fund immediately upon joining a new employer.

(6) Special provision during waiting period

(a) Every employee shall, during the waiting period set out in sub clause (6), enjoy risk cover in respect of death and disability benefits, as well as the fund funeral scheme, which contribution, totalling 5% (five percent) of the Fund Salary, per month shall be borne equally between the employer and the employee.

(b) This risk cover shall apply as from the first day of employment and shall be submitted to the fund administrators at the end of every month.

5. INSERT NEW CLAUSE: 35A TOTAL CONTRIBUTIONS COLLECTIONS

"35A. TOTAL CONTRIBUTION COLLECTION

(1) The following contributions shall be collected from employers and employees as set out in this Agreement and the Levy Agreement:

(a) Levy Contribution;

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(b) PSSPF Contribution; and

(c) The Health Insurance.

(2) The contributions shall be collected from a consolidated schedule and allocated to the respective institutions by the office of the General Secretary in line with the relevant requirements as set out in the respective regulations and legislation.

(3) The contributions as defined in 35A(1)(a) and (c) shall be paid into the bank accounts addressed to the Office of the Bargaining Council and 35A (1)(b) into the 13B account within seven (7) days.

(4) If any amount which falls due in terms of this clause is not received in full by the Office of General Secretary by the 7th day of the month following the month for which the amount is payable, then the employer is liable to pay penalty interest. "

DATED AT JOHANNESBURG ON THIS THE 31 DAY OF March 2025.

Chairperson of the NBCPSS	Signature	Name PHILEMON BHEMBE
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		

Deputy Chairperson of the NBCPSS	Signature	Name
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		

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General Secretary for the NBCPSS	Signature	Name Christiaan Oelofse
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		

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