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**DEPARTMENT OF EMPLOYMENT AND LABOUR**

**NO. R. 6544** **26 August 2025**

**LABOUR RELATIONS ACT, 1995**

**NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR: EXTENSION TO NON-PARTIES OF THE COUNCIL LEVIES 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 such time as amended or replaced from time to time.

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

## THE SCHEDULE

## NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR

## COUNCIL LEVIES 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 Amalgamated 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 and extend the Council Levies Collective Agreement as published under
Government Notice R.51 of 29 January 2020 under Government Gazette number 42975.



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1. **SCOPE OF APPLICATION OF AGREEMENT**

a) 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. **PERIOD OF OPERATION OF THE AGREEMENT**

This Agreement is binding on the parties and shall come into operation from the date as determined by the Minister and shall remain in force until such time as amended or replaced from time to time.

3. **FORMER CLAUSE 3: DEFINITIONS**

**a) Remove the word "learnerships from the definition of "employee"**

**"employee"** means any person who works for another person or who in any manner assist in carrying on or conducting a business of an employer, and who receives, or is entitled to receive any remuneration; and "**employ**" and "**employment**" has a corresponding meaning, which also includes: independent contractors, non-standard employees and fixed term contract employees."

**b) Remove the definition of "learner"**

4. **FORMER CLAUSE 5: LEVY**

**Replace Clause 5 with the following:**

**"5. LEVY**

The expenses of the council shall be obtained in terms of this clause.



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5.1 EMPLOYEES

a) The purpose of this Agreement is to ensure that all employees who falls within the registered scope of the Council contribute towards its costs.

b) Levies shall be raised as follows:

(i) from security officers working not less than 24 hours per month including non-standard employees working as security officers, independent contractors, and fixed term contract employees; and

(ii) other categories of employees-

1. Artisan
2. Clerical Assistant
3. Clerk
4. Driver
5. General Worker
6. Handyman

c) The categories of employees as defined in clause 5.1 (b) above shall contribute a total levy of R7.00 (seven rand) per month for the purposes of administration and dispute resolution until 28 February 2026.

d) Effective 01 March 2026 the categories of employees as defined in clause 5.1 (b) above shall contribute a total levy of R9.40 (nine rand and forty cents) per month for the purposes of administration and dispute resolution.

e) Categories of employees not defined in clause 5.1 (b) above, who fall within the registered scope of the council, shall contribute a levy of R2.00 (two rand) for the purposes of the Council's dispute resolution until 28 February 2026.

f) Effective 01 March 2026 categories of employees not defined in clause 5.1 (b) above, who fall within the registered scope of the council, shall contribute a levy of R2.50 (two rand and fifty cents) for the purposes of the Council's dispute resolution.

g) An inflation-based increase determined by the annual (12-month period) Consumer Price Index (CPI) up to December of the preceding year shall be applied on 5.1 (d) and 5.1 (f) effective 01 March 2027 annually.

5.2 EMPLOYERS

a) Every employer who is engaged in the industry as defined in the certificate of registration of the council , must pay a monthly levy to the Council.

b) Levies shall be raised as follows:



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(i) employers who employ categories of employees as defined in clause 5.1 (b) above, shall contribute a total levy of R7.00 (seven rand) per month for each employee for the purposes of administration and dispute resolution until 28 February 2026.

(ii) Effective 01 March 2026 the categories of employees as defined in clause 5.1 (b) above shall contribute a total levy of R9.40 (nine rand and forty cents) per month for the purposes of administration and dispute resolution.

(iii) employers who employ categories of employees not defined in clause 5.1 (b) above who fall within the registered scope of the council shall contribute a levy of R2.00 (two rand) for each employee for the purposes of the Council's dispute resolution until 28 February 2026.

(iv) Effective 01 March 2026 categories of employees not defined in clause 5.1 (b) above, who fall within the registered scope of the council, shall contribute a levy of R2.50 (two rand and fifty cents) for the purposes of the Council's dispute resolution.

c) An inflation-based increase determined by the annual (12-month period) Consumer Price Index (CPI) up to December of the preceding year shall be applied on 5.2 (b)(ii) and 5.2 (b)(iv) effective 01 March 2027 annually."

**5. FORMER CLAUSE 6: ADMIN**

**Replace Clause 6 with the following:**

**"6. ADMIN**

6.1 Every employer shall complete the levy return form in softcopy, electronically on a monthly basis, and to reach the Council by no later than close of business on the 7th (seventh) day of each month.

6.2 Every employer shall by no later than the 7th (seventh) of each month deposit all levy's deducted from employees, together with the employers levy contribution in terms of this Agreement , deposit such levy's into the Council's registered bank account.

6.3 The Council shall each month, deposit all monies received in terms of this Agreement into a separate bank account administered by the Council, or the appointed service provider.

6.4 A change in the levy shall be implemented by the employer in the pay period following receipt of the notification from the Council and shall not be retrospective.

6.5 The total amount of levies deducted from the earnings of employees and contributed by employers in terms of clause 5 above, shall be paid each month to the Council and shall be accompanied by an electronic schedule containing the following details;



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(a) The total number of employees employed and the total amount of levies remitted in respect of such employees; and

(b) In respect of all other employees provided for in terms of this agreement;

(i) The family name, initials, sex, date of birth, occupation and ID number (in the case of an employee who is not a south African citizen a passport number and a work permit number);

(ii) The amount of the levy remitted in respect of each employee and;

(iii) The date on which service began or the date on which service ended, in the case of employees whose employment began or ended since the details were last submitted.

6.6 A certificate of compliance shall be issued to all employers whom are compliant with the levies and a certificate of compliance shall not be issued by the Council to any employer who fails to pay over, and deduct any levies in terms of this agreement."

**6. FORMER CLAUSE 8: AGENTS**

**Replace Clause 8.3 with the following:**

"8.3 Every person upon whom the provisions of this Agreement are binding shall grant the designated agent any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions."

**7. FORMER CLAUSE 9: EXEMPTION AND APPEALS**

**Replace Clause 9 with the following:**

9. EXEMPTION AND APPEALS

9.1 Any person bound by this Agreement may apply for exemption.

9.2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.

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

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

9.4.1 the provisions of the agreement in respect of which exemption is sought;

9.4.2 the number of persons in respect of whom the exemption is sought;

9.4.3 the reasons why the exemption is sought;

9.4.4 the nature and size of the business in respect of which the exemption is sought;

9.4.5 the duration and timeframe for which the exemption is sought;

9.4.6 the business strategy and plan of the applicant seeking the exemption;

9.4.7 the applicants past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate.

9.4.8 The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and

9.4.9 Any other relevant supporting data and financial information the Council may prescribe from time to time.

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

9.6 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.

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

9.8 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 clause 9.14 below.

9.9 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.

9.10 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.

9.11 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 committee's refusal of a non-party's application for exemption for the provision of a collective agreement by the exemption committee or withdrawal of an exemption by the Bargaining Council.

9.12 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 committee.

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

9.14 When considering an application, the Exemptions panel or the Independent Exemptions Body whichever the case may be, must consider, in addition to Clause 9.8, the following:



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9.14.1 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;

9.14.2 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;

9.14.3 the nature and size of the business in respect of which the application is made;

9.14.4 whether the duration of the exemption or appeal is for a limited or specified period;

9.14.5 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;

9.14.6 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;

9.14.7 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;

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

9.14.9 whether the granting of the exemption or appeal will impact negatively on parity agreements; and

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

9.14.11 Whether the employees or their representatives have been consulted and their views recorded, and/or any agreement reached between the applicant and the workforce.

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

9.15 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.

9.16 The decision of the Independent Exemptions Committee is final and binding upon the applicant and the Bargaining Council.

9.17 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:

9.17.1 The full name of the applicant(s) or enterprise concern;

9.17.2 The trade name;



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9.17.3 The provisions of the Agreement from which exemption or appeal has been granted;

9.17.4 The period of which the exemption or appeal shall operate;

9.17.5 The date of issue and from which day the exemption or appeal shall operate;

9.17.6 The condition(s) of the exemption or appeal granted; and

9.17.7 The area in which the exemption or appeal applies.

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

9.19 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused."

**8. Add Clause 10:**

"10. Variation

Any amendments subsequent to this agreement, the Council Bargaining Forum ("CBF") mandates the Council to negotiate any such amendments under the auspices of the Council and not the CBF."

DATED AT JOHANNESBURG ON THIS THE 10th DAY OF June 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 R-Velca | Name Rodney Kelca |
|---|---|---|
| who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement. | | |

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



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