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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7318 **30 March 2026**

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: 27 March 2026

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.6544 of 26 August 2025 under Government Gazette number 53226.

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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. **CLAUSE 5: LEVY**

Replace Clause 5 with the following:

"5. LEVY

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

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

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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:

(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 each employee 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) per month 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) per month for each employee for the purposes of the Council's dispute resolution.

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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."

DATED AT JOHANNESBURG ON THIS THE 12 DAY OF MARCH 2026

Chairperson of the NBCPSS	Signature	Name
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.		

General Secretary for 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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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7319 **30 March 2026**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY: 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 Road Freight and Logistics Industry** 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, effective from the Second Monday after the publication of this Notice until **28 February 2027.**

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 27 March 2026

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT AND LOGISTICS INDUSTRY

AMENDMENTS TO THE MAIN COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the -

ROAD FREIGHT ASSOCIATION (RFA)

NATIONAL EMPLOYERS' ASSOCIATION OF SOUTH AFRICA (NEASA)

CONSOLIDATED EMPLOYERS ORGANISATION (CEOSA)

(hereinafter referred to in this Agreement as the "employers' organisations")
on one part, and the

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)

MOTOR TRANSPORT WORKERS' UNION OF SOUTH AFRICA (MTWU)

TIRISANO TRANSPORT & SERVICES WORKERS UNION (TASWU)

(hereinafter referred to in this Agreement as the "trade unions"), on the other part, being the parties to the National Bargaining Council for the Road Freight and Logistics Industry hereby agree to amend the Main Collective Agreement published under Government notice No. R.726 of 28 May 2016, as amended and extended by Government Notices No. R.422 of 12 May 2017, R.426 of 15 March 2019, R.1364 of 25 October 2019, Government Notice No. R.410 of 9 July 2021, Government Notice No. R.549 of 14 September 2021, and Government Notice No. R. 831 of 11 February 2022, Government Notice No. R.1692 of 23 March 2023, Government Notice No. R.3727 of 28 July 2023, Government Notice No. R. 4988 of 21 June 2024, and Government Notice No. R. 262 of 28 May 2025.

PART 1: APPLICATION AND DURATION OF AGREEMENT

1. Application of Agreement

(1) The terms of this Agreement shall be observed by employers and employees in the Road Freight and Logistics Industry as defined hereunder, in the Republic of South Africa:

"Road Freight and Logistics Industry" or "Industry" means the industry in which employers and their employees, as defined in Paragraph A hereunder, are associated for carrying on one or more of the following activities for hire or reward:

(i) The transportation of goods by means of motor transport;

(ii) The storage of goods, including the receiving, opening, unpacking, packing, despatching, and clearing or accounting for of goods where these activities are ancillary or incidental to paragraph (i); and

(iii) The hiring out by temporary employment services of employees for activities or operations which ordinarily or naturally fall within the transportation or storage of goods as contemplated by paragraphs (i) and (ii) of this definition.

The **"transportation of goods"** does not include the undertakings, industries, trades, or occupations in respect of which the following bargaining councils are registered:

(i) Transnet Bargaining Council; and

(ii) Motor Ferry Industry Bargaining Council of South Africa.

For the purposes hereof-

"Paragraph A" means those employees in the Road Freight and Logistics Industry, as defined above, in the categories as mentioned hereunder:

(a) Employees covered by the definition of the industry as defined above:

- Basic Rigger Driver;
- General workers;
- Security guards, security officers, custodians, vehicle guards, team

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leaders;

- Motor vehicle drivers;
- Artisan assistants, semi-skilled artisans, repair shop workers;
- Operators;
- Dispatch clerks, checkers, packers/loaders;
- Storemen;
- Personal assistants, receptionists, clerks, administrators, data capturers, chemical cleaners;
- Junior controllers, branch administrators, driver trainers;
- Box Room Marshalls (Cash in Transit);
- Radio Controllers (Security Officer III) (Cash in Transit);
- Tactical Support Officers / Team Leaders (Security Officer II) (Cash in Transit);
- Counting House Tellers (Cash in Transit);
- Box Staff (Cash in Transit);
- Key Marshalls (Cash in Transit);
- Cage Men (Cash in Transit);
- Client Liaison Officers (Cash in Transit);
- Training Officers (Cash in Transit);
- General Worker: Cleaners (Cash in Transit);
- Receptionist (Cash in Transit).

(2) Notwithstanding the provisions of sub-clause (1), this Agreement shall apply to:

(a) Employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees;

(b) other categories of employees, listed in schedule 7 who qualify for the across-the-board increases, as well as payments and benefits specified to the employers of such employees; and

(c) owner-drivers and their employees only insofar hours of work and limitations on hours of work and registration with the Council is concerned.

(3) Subject to clause (4), this Agreement applies to owner-drivers and the employees of owner-drivers.

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(4) An owner-driver –

(a) who is an employer must observe the same hours of work and limitations on hours of work that are prescribed in this Agreement for employees;

(b) who possesses only one motor vehicle and is the permanent driver of that vehicle is only required to comply with the requirements of subparagraph (a) of this clause and clause 45.

(5) Part 10 of this Agreement sets out provisions that apply to particular categories of employees. It –

(a) specifies categories of employees in respect of whom only particular provisions of this Agreement apply;

(b) provides provisions that apply to specific categories of employees in addition to the rest of the Agreement;

(c) modifies certain provisions of this Agreement for the purposes of specific categories of employees.

2. Duration of the agreement

(1) This Agreement is binding to employers and employees of the industry effective from 1 March 2025 or a date to be determined by the Minister, but not earlier than 1 March 2025, until 28 February 2027.

(2) This Agreement shall become binding on non-party employers and employees once it is extended by the Minister of Employment and Labour in terms of Section 32 of the Act from a date determined by the Minister, but not earlier than 1 March until 28 February 2027.

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1. **PART 3: LEAVE**

- **Clause 22 – Family responsibility leave**

Delete clause 22 subclause (3):

"(3) In case of the birth of a child, an employer must grant an employee parental leave as per section 25A of the Basic Conditions of Employment Act."

Remove the word "birth" from what was previously subclause (4).

"(4) The employee must provide his or her employer with satisfactory proof of each occurrence in the form of a death, medical, or birth certificate, as the case may be."

- The old subclause (4) is now subclause (3)
- The old subclause (5) is now subclause (4)
- The old subclause (6) is now subclause (5)

- **Clause 23 – Maternity leave**

- **Substitute clause 23 in its entirety as follows:**

Clause 23 – Parental Leave

(1) An employee who is a single parent or the only employed party in a parental relationship, such employee shall be entitled to at least four consecutive months parental leave.

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(2) A birth mother who has completed at least 6 months unbroken service with the employer as a class of employee specified in Schedule 5 in respect of whom minimum wages are prescribed is entitled to be paid 33 per cent of her normal basic wage while on maternity leave. This amount must be paid by the employer weekly on the usual pay day.

(3) In the case of birth, adoption, or commissioning of a child, every employee, regardless of gender or family structure, is entitled to parental leave.

(4) If both parties to a parental relationship are employed, the parties are entitled in the aggregate to four months and ten days' parental leave.

(5) A party shall be deemed to be a party to a parental relationship if such a party has assumed parental rights and responsibilities over the child as contemplated in the Children's Act, 2005 (Act No. 38 of 2005).

(6) A birth mother retains the statutory protection against performing work for four weeks before and six weeks after the birth of the child, unless certified fit to work by a registered medical practitioner or midwife.

(7) Parental leave may be taken by the parties in such manner as they may agree, including concurrently or consecutively, or partly concurrently and partly consecutively, save that any such parental leave must be taken by the party concerned in a single sequence of consecutive days.

(8) If the parties cannot agree on the manner in which the parental leave referred to in subsection (6) is to be taken, such parental leave shall be apportioned between the parents in such a way that each parent's total parental leave is as close as possible to half of four months and ten days, provided that such leave is completed within a period of four months from

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the birth of the child or, where applicable, from the date referred to for adoption or commissioning parent.

(9) An employee who suffers a miscarriage during the third trimester of pregnancy or bears a stillborn child shall be entitled to six weeks' parental leave immediately following the miscarriage or stillbirth, whether or not the employee had already commenced parental leave at the time.

(10) All categories of parents – biological, adoptive, or commissioning (surrogacy) – qualify for parental leave, and no distinction shall be made based on parental role, gender, or the age of the child.

(11) Parental leave shall commence on a date agreed between the employee and employer, which may not be later than the date of birth, adoption, or placement of the child.

(12) An employee intending to take parental leave must notify the employer in writing, unless the employee is unable to do so, at least one month before the expected date of birth, adoption, or commissioning of a child. The notice must indicate –

(a) the anticipated commencement date of the leave; and
(b) the portion of leave the employee intends to take and, where applicable, the portion to be taken by the other parent.
(c) A date to return to work after the leave.

(13) If an employee is unable to notify an employer at least one month before the expected date of birth, adoption, or commissioning of a child, he must do so as soon as is reasonably practicable.

(14) Parental leave may be taken as a continuous period or, by agreement between the employer and employee, in separate periods.

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(15) During parental leave, an employee is entitled to claim benefits from the Unemployment Insurance Fund. The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

(16) An employer may not refuse, obstruct, or penalise an employee for taking or sharing parental leave in accordance with this clause 23.

(17) For the purposes of this clause, the term "parental leave" replaces and consolidates all previous references in this Agreement to maternity, paternity or adoption leave.

(18) An employer may not require or permit an employee to work during paternity leave.

(19) An employee who returns to work after a period of parental leave is entitled to resume work in the same capacity and on the same terms and conditions that applied immediately prior to taking such leave if the employee—

(a) returns to work within six months of the commencement of parental leave; or

(b) in the case of a birth mother, furnishes a medical certificate confirming the need for a further period of absence.

2. PART 4 - BENEFIT FUNDS

- **Substitute clause 26 subclause (5) as follows:**

(5) The Council must appoint a registered auditor to –

(a) audit its books and records of accounts and its financial statements; and

(b) prepare a statement showing all money received and expenditure incurred under all headings for the financial year to the end of February together with a balance sheet showing its assets and liabilities as at that date.

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- **Substitute clause 26 subclause (6) as follows:**

(6) The audited statement and balance sheet of the Council, countersigned by the Chairperson of the Council, together with any reports made thereon by the auditor –

(a) must lie for inspection at the offices of the Council; and

(b) a certified copy thereof must be transmitted to the Registrar of Labour Relations within 30 days of receipt.

3. PART 11: ADMINISTRATION OF AGREEMENT

- **Delete Clause 70 in its entirety.**

4. SCHEDULE 4: WELLNESS FUND

- **Substitute Schedule 4 clause (1A) as follows:**

(1) The Wellness Committee will engage the current Service Provider on reviewing the existing benefit structure in an attempt to provide alternative options that will address specific needs of those contributing or to investigate any other alternatives in this regard, within the existing contribution rates.

The Wellness committee will report to EXCO in this regard within 6 months from the Agreement becoming effective in terms of the Council's Constitution, clause 20.

- **Delete Schedule 4 clause 4 subclause (4) in its entirety:**

- **The old Schedule 4 clause 4 subclause (5) is now sub-clause (4)**

- **The old Schedule 4 clause 4 subclause (6) is now sub-clause (5)**

- **Substitute Schedule 4 clause 5 subclause (2) as follows:**

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Withdrawals from the Fund must be by EFT or any other approved payment method and the Executive Committee must designate people as authorised signatories for this purpose.

- **Substitute Schedule 4 clause 5 subclause (4) as follows:**

The appointed auditor must –

(a) audit its books and records of accounts and its financial statements as part of the Main Council's consolidated financial statements, as no separate audit opinion is issued for the Wellness Fund; and

(b) prepare a statement showing all money received and expenditure incurred under all headings during the 12 months ended 28/29 February of the preceding year, together with a balance sheet showing its assets and liabilities as at that date.

- **Delete Schedule 4 clause 5 subclause (5) in its entirety:**

- **Substitute Schedule 4 clause 5 subclause (6)(d) as follows:**

Section 53(5) of the Labour Relations Act, 66 of 1995

- **The old Schedule 4 clause 5 subclause (6)(d) is now sub-clause (5)(e)**

- **The old Schedule 4 clause 5 subclause (6) is now sub-clause (5)**

- **The old Schedule 4 clause 5 subclause (7) is now sub-clause (6)**

- **Delete Schedule 4 clause 6 in its entirety:**

- **The old Schedule 4 clause 7 is now clause 6**

- **The old Schedule 4 clause 8 is now clause 7**

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Signed at Johannesburg, for and on behalf of the parties to the Council, this 06 day of March 2026.

J MAZIBUKO Chairperson of the Council	R REDDY Deputy Chairperson of the Council	CM NDLOVU National Secretary of the Council

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