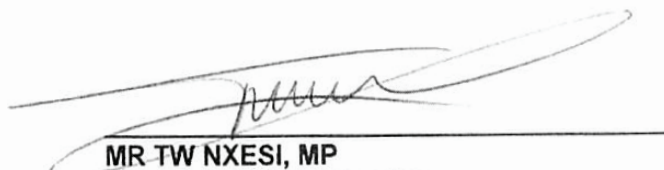

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR**NOTICE 334 OF 2021****LABOUR RELATIONS ACT, 1995****NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY
SECTOR: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE
AMENDING AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, 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 publication of this Notice and shall remain in force until 1 March 2023.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 21/05/2021

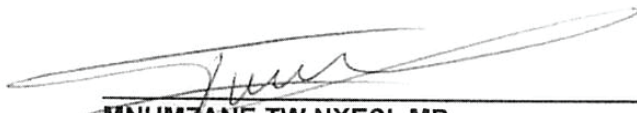
UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R.

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY
SECTOR: UKWELULELWA KWESIVUMELWANO PHAKATHI
KWABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO
ABANGEYONA INGXYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **kwiNational Bargaining Council for the Private Security Sector**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 1 kuNdasas 2023.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 21/05/2021

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")

(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

Hereby agree to amend and extend the Main Collective Agreement published under Government Notice
No. R.193 of 20 February 2020

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) Notwithstanding the provisions of subclause 1, 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 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 with the exception of clause 35; and
- (b) Any employer or employee who is subject to an agreement of another bargaining council in terms of the Labour Relations Act, 1995 as amended.
- (4) For the purpose of determining the salary rate applicable to an employee the rate applicable to an employee, the area where the employee performs the employee's duties shall be the area contemplated in sub-clause 1 irrespective of whether or not the employer has an establishment or not.

2 PERIOD OF OPERATION OF THE AGREEMENT

This Agreement is binding on the parties from date of signature until 1 March 2023.

This Agreement shall become binding and operational on non-party employees and employers once this Agreement is extended by the Minister in terms of section 32 of the Act and shall remain in force until 1 March*2023.

3. CLAUSE 4: REMUNERATION

1. Replace clause 4(1) with the following:

“(1) Minimum salary:

- (a) The ordinary salary which an employer shall pay employees shall be as specified in the tables listed below.
- (i) The hourly equivalents reflected in the table hereunder shall be used solely for the calculation of time worked in excess of the ordinary hours or for the deduction of monies from the ordinary salary for short time as defined or for any unauthorized absenteeism or any reduced ordinary hours of work as may be agreed between the employer and the employee in terms of sub clause 3(50).
- (b) Subject to sub clause (a)(i) above, an employer shall pay to each member of the undermentioned classes of employees, other than casual employees, the minimum monthly salaries specified hereunder in Table 1, 2, and 3 –

Table 1 – Monthly salary rate for year 1 as gazetted in Notice R. 193 of 20 February 2020

| MONTHLY SALARY RATES FOR YEAR 1 of operation of this agreement | | | |
|--|--|-----------------|---|
| | AREAS 1 AND 2 | AREA 3 | |
| In the Magisterial Districts of | Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg. | All other areas | Maximum permissible working hours per week for each respective category of employee, subject to clause 6(2), with regard to averaging of working hours. |
| | Monthly salary | Monthly salary | |
| Artisan | R7 840.00 | R6 845.00 | 45 |
| Clerical Assistant | R4 085.00 | R4 085.00 | 45 |
| Clerk | | | |
| During the first year of experience | R4 261.00 | R4 085.00 | 45 |
| During the second year of experience | R4 531.00 | R4 085.00 | |

| | | | |
|--|--|-----------|----|
| During the third year of experience | R4 765.00 | R4 085.00 | |
| Thereafter | R5 022.00 | R4 269.00 | |
| Control or Communication Centre Operator | As for relevant security officer grading | | 48 |
| Controller | As for a clerical assistant | | 45 |
| Driver of a - | | | |
| Light motor vehicle | R4 112.00 | R4 085.00 | 45 |
| Medium motor vehicle | R4 407.00 | R4 085.00 | |
| Heavy motor vehicle | R4 601.00 | R4 085.00 | |
| General Worker | R4 085.00 | R4 085.00 | 45 |
| Handyman | R4 549.00 | R4 085.00 | 45 |
| Security Officer | | | |
| Grade A | R5 766.00 | R4 811.00 | 48 |
| Grade B | R5 189.00 | R4 396.00 | |
| Grade C, D & E | R4 585.00 | R4 358.00 | |
| Employees not elsewhere specified | R4 095.00 | R4 095.00 | 45 |

Table 2 - Monthly salary rate for year 2 from date of operation of this agreement until 1 March 2022

| MONTHLY SALARY RATES FOR YEAR 2 of operation of this agreement | | | |
|--|--|-----------------|---|
| | AREAS 1 AND 2 | AREA 3 | |
| In the Magisterial Districts of | Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonia, Wonderboom and Wynberg. | All other areas | Maximum permissible working hours per week for each respective category of employee, subject to clause 6(2), with regard to averaging of working hours. |
| | Monthly salary | Monthly salary | |
| Artisan | R8 216.00 | R7 174.00 | 45 |
| Clerical Assistant | R4 281.00 | R4 281.00 | 45 |
| Clerk | | | |
| During the first year of experience | R4 466.00 | R4 281.00 | 45 |
| During the second year of experience | R4 748.00 | R4 281.00 | |
| During the third year of experience | R4 994.00 | R4 281.00 | |
| Thereafter | R5 263.00 | R4 474.00 | |

| | | | |
|--|--|-----------|----|
| Control or Communication Centre Operator | As for relevant security officer grading | | 48 |
| Controller | As for a clerical assistant | | 45 |
| Driver of a - | | | |
| Light motor vehicle | R4 309.00 | R4 281.00 | 45 |
| Medium motor vehicle | R4 619.00 | R4 281.00 | |
| Heavy motor vehicle | R4 822.00 | R4 281.00 | |
| General Worker | R4 281.00 | R4 281.00 | 45 |
| Handyman | R4 767.00 | R4 281.00 | 45 |
| Security Officer | | | |
| Grade A | R 5 986.00 | R5 020.00 | 48 |
| Grade B | R5 409.00 | R4 605.00 | |
| Grade C, D & E | R4 805.00 | R4 567.00 | |
| Employees not elsewhere specified | R4 292.00 | R4 292.00 | 45 |

Table 3 - Monthly salary rate for year 3 from 2 March 2022 until 1 March 2023

| MONTHLY SALARY RATES FOR YEAR 3 of operation of this agreement | | | |
|--|--|-----------------|---|
| | AREAS 1 AND 2 | AREA 3 | |
| In the Magisterial Districts of | Alberton, Bellville, Benoni, Bloemfontein, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuils River, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg. | All other areas | Maximum permissible working hours per week for each respective category of employee, subject to clause 6(2), with regard to averaging of working hours. |
| | Monthly salary | Monthly salary | |
| Artisan | R8 611.00 | R7 518.00 | 45 |
| Clerical Assistant | R4 487.00 | R4 486.00 | 45 |
| Clerk | | | |
| During the first year of experience | R4 681.00 | R4 486.00 | 45 |
| During the second year of experience | R4 976.00 | R4 486.00 | |
| During the third year of experience | R5 234.00 | R4 486.00 | |
| Thereafter | R5 516.00 | R4 689.00 | |
| Control or Communication Centre Operator | As for relevant security officer grading | | 48 |
| Controller | As for a clerical assistant | | 45 |
| Driver of a - | | | 45 |

| | | | |
|--|-----------|-----------|----|
| Light motor vehicle | R4 516.00 | R4 486.00 | |
| Medium motor vehicle | R4 841.00 | R4 486.00 | |
| Heavy motor vehicle | R5 054.00 | R4 486.00 | |
| General Worker | | | |
| During the first six months service with the same employer | R4 487.00 | R4 486.00 | 45 |
| Thereafter | R4 487.00 | R4 486.00 | |
| Handyman | R4 996.00 | R4 486.00 | 45 |
| Security Officer | | | |
| Grade A | R6 217.00 | R5 239.00 | 48 |
| Grade B | R5 640.00 | R4 824.00 | |
| Grade C, D & E | R5 036.00 | R4 786.00 | |
| Employees not elsewhere specified | R4 498.00 | R4 498.00 | 45 |

2 Replace clause 4(4) with the following:

“(4) Security Officer Premium Allowance:

A security officer premium allowance shall be applicable to all areas as defined in Tables 1,2 and 3 and shall be payable on a monthly basis. The security officer premium allowance shall however not be payable to the security officer during periods of unauthorised absence from work, to be calculated on a pro-rated basis. Permission for authorised absent shall not be unreasonably denied.

Year 1 of operation of this Agreement as gazetted in Notice R.193 of 20 February 2020: R175 per month

Year 2 of operation of this agreement : R270.00 per month until 1 March 2022.

Year 3 of operation of this agreement : R439.00 per month until 1 March 2023.

The rand value of the security officer premium allowance referred to in clause 4, shall be added to the basic salary at the end of year 3 of the agreement calculated from the effective date as envisaged in 2.2 *supra*.”

3 Replace clause 4(5) with the following:

“(5) Hospital Cover

- (i) In the second year of the operation of this agreement from the period of operation of the agreement until 1 March 2022, the employer shall contribute R100.00 for each security officer in its employ and the employee will contribute the balance of the total cost of the scheme, which allowance shall however not be payable during periods of unauthorised absence from work to be calculated on a pro-rated basis.


- (ii) In the third year of the operation of this agreement from 02 March 2022 until 1 March 2023, the employer shall contribute R150 for each security officer in its employ and the employee will contribute the balance of the total cost of the scheme, which allowance shall however not be payable during periods of unauthorised absence from work to be calculated on a pro-rated basis.
- (iii) Appointment of an appropriate service provider will be subject to the NBCPSS process prior to the implementation of the Hospital Cover in year 2, calculated from the period of operation of this Agreement.
- (iv) The hospital cover shall be applicable to all areas as defined in Tables 1, 2 and 3 and payable each month, which premium allowance shall however not be payable during periods of unauthorised absence from work to be calculated on a pro-rated basis. Permission for authorised absence shall not be unreasonably denied."

4 CLAUSE 9: COMPENSATION ON A SUNDAY

Replace clause 9(1) with the following:

"(1) An employer must pay an employee who works on a Sunday at double the employee's salary for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and a half times the employee's salary for each hour worked."

DATED AT JOHANNESBURG ON THIS THE 01 DAY OF APRIL 2021

| | | |
|---|--|-------------------------|
| Chair Lady for the NBCPSS | Signature  | Name ANNA D. MASHILO |
| who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement. | | |
| Postal address | | |
| Email address | | |

| | | |
|---|-----------------------------|------------------------------|
| Deputy Chairman for the NBCPSS | Signature <i>R. Keka</i> | Name <i>Rodney Kekana</i> |
| who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement. | | |
| Postal address | | |
| Email address | | |

| | | |
|---|---------------------------------------|----------------------------------|
| General Secretary for the NBCPSS | Signature <i>Christian Oelofse</i> | Name <i>Christian Oelofse</i> |
| who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement. | | |
| Postal address | | |
| Email address | | |