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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

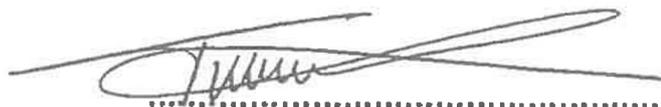
NO. 51

29 JANUARY 2020

LABOUR RELATIONS ACT, 1995

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

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2A) read with section 32(5) 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 such time as amended or replaced from time to time.

.....
MR TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: ..27/01/2020

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR:
UKWELULWA KWESIVUMELWANO SENTELA YOMKHANDLU SELULELWA
KULABO ABANGEYONA INGXYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi nezabasebenzi ngokwesigaba 32(2A) sifundwa nesigaba 32(5) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano phakathi kwabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa yi**National Bargaining Council for the Private Security Sector**, ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995, esibopha labo abasenzayo, sizobopho bonke abaqashi nabasebenzi kuleyo Mboni kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube yisikhathi lapho siguqulwa noma kufakwe esinye esikhundleni saso.



.....
MNUMZANE TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NABASEBENZI

USUKU: 27/01/2020.....

SCHEDULE

**NATIONAL BARGAINING COUNCIL FOR THE PRIVATE SECURITY SECTOR
COUNCIL LEVIES COLLECTIVE 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)

Kungwini Amalgamated Workers Union (KAWU)

National Security and Unqualified Workers Union (NASUWU)

Professional Transport and Allied Workers' Union of South Africa (PTAWU)

South African National Security and Allied Workers' Forum (SANSAWF)

South African Algamated and Intergrated Workers Union (SAAIWU)

South African Transport and Allied Workers Union (SATAWU)

Democratic Transport Logistics and Allied Workers Union (DTAWU)

(hereinafter referred to as the "trade union") of the other part, being the parties to the
National Bargaining council for the Private Security Sector

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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.
- (b) The Private Security Sector in the Republic of South Africa is defined as follows:
"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. DEFINITIONS

Any expression used in this Agreement which is defined in the LRA, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context-

"artisan" means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to the employee by the Registrar of Manpower Training and conferring Artisan status

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on the employee in term of that Act, and any other employee engaged in work normally performed by an Artisan except where specifically otherwise provided in this determination.

"act" means the Labour Relations Act as amended, 1995 (Act No.66 of 1995).

"council" means the National Bargaining Council for the Private Security Sector, registered in terms of section 29 of the Act.

"clerical assistant" means an employee who is engaged in any one or more of the following duties:

- (a) adding or subtracting, including making use of a machine;
- (b) checking attendance registers or entering particulars in connection with employees who are absent or present or the time spent by employees on different tasks at establishments or places of employment;
- (c) filing documents according to written instructions or a list, in any order;
- (d) interpreting or translating languages;
- (e) issuing passes or preparing certificates of service;
- (f) issuing time cards;
- (g) preparing wage or time cards;
- (h) recording particulars of annual or sick leave;
- (i) recording particulars in registers otherwise than by means of a typewriter;
- (j) recording the engagement, dismissal or resignation of employees, including any necessary entries in an employee's file or documents; or
- (k) transferring names and addresses from compiled documents to envelopes, labels or circulars otherwise than by means of a typewriter.

"clerk" means an employee who is engaged in writing, typing or filing or in any other form of clerical work and includes a cashier, storeman, a telephone switch-board operator, and who may make up money into specified amounts and place such money in envelopes or other containers, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work;

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"driver" means an employee, other than a security officer, grade A, B or C, who drives a motor vehicle, and for the purposes of this definition the expression "drives a motor vehicle" includes all periods during which an employee drives, all time spent of work connected with the vehicle or the load, and all periods during which the employee is obliged to remain at the post in readiness to drive;

"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, learnerships, non-standard employees and fixed term contract employees.

"general worker" means an employee who is engaged in any one or more of the following duties:

- (a) affixing postage stamps to letters, parcels or other articles;
- (b) affixing rubber stamps or serial numbers where discretion is not required;
- (c) assisting an Artisan by holding articles or tools or working with the Artisan without making independent use of any tools;
- (d) assisting on vehicles, otherwise than driving, guarding or repairing such vehicles, carrying, lifting storing, moving, loading, unloading, opening or closing goods or parcels and or;
- (e) cleaning or washing premises, doors, windows, equipment, tools, plant, machinery, furniture, vehicles, containers or other articles, and includes the polishing of floors, furniture or vehicles or the brushing of mats or the cleaning of mats by means of a machine;
- (f) cooking rations or making tea or similar beverages for employees, including serving them, or making tea or other refreshments for the employer or the employer's guests, including the serving thereof;
- (g) delivering or conveying messages, letters, goods, or parcels on foot, or by any means excluding motor vehicles;
- (h) feeding or tending animals;
- (i) filling fuel tanks or filling or draining oil sumps;
- (j) gardening

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- (k) oiling or greasing vehicles, plant or machinery;
- (l) opening or closing doors or windows;
- (m) pushing or pulling vehicles otherwise than by means of mechanical equipment;
- (n) removing refuse or ashes;
- (o) removing, replacing, changing wheels, tyres or tubes, or repairing or pumping tyres or tubes;
- (p) removing, topping up or replacing batteries;
- (q) replacing towels, soap or toilet paper;
- (r) stamping or stencilling containers or parcels where discretion is not required;
- (s) washing or ironing overalls, uniforms or protective clothing and;
- (t) whitewashing, cleaning or disinfecting kennels, stables, outbuildings or toilets.

"handyman" means an employee, other than an apprentice or a trainee, who is engaged in making minor repairs or adjustments to machinery or equipment, and who may also effect minor repairs or renovations to buildings, but who does not do any work normally performed by an artisan.

"levy" means the fee as set out in Clause 5 of this Agreement.

"learner" shall mean a learner who has concluded a learnership agreement in terms of the Skill Development Act 97 of 1998 as amended and who was not in the employment of the employer party to the learnership agreement when the agreement was concluded.

"security officer" means a security officer, grade A, B, C, D and E including those that performs armed response and national key point duties.

"Small Medium Enterprise (SME)" Means a separate and distinct business entity, together with its branches or subsidiaries, if any, including co-operative enterprises, who employs less than 100 employees irrespective of the annual turnover.

"wage" means the basic salary an employee earns or is payable to an employee excluding any hours to be paid at a premium rates.

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4. REGISTRATION OF EMPLOYERS AND EMPLOYEES

- 4.1 Every employer in the Private Security Sector to whom this Agreement is applicable, and who has not registered with the Council shall, within 30 days from the date on which this Agreement becomes effective, register with the Council and furnish the following particulars to the Secretary of the Council:
- 4.1.1 the employer's name and address;
 - 4.1.2 the business's name and address;
 - 4.1.3 the date of the start of the business;
 - 4.1.4 the nature of the business and product made;
 - 4.1.5 the names and ID numbers of all employees employed by the employer
- 4.2 Every employer shall notify the Council in writing of any change in particulars furnished on registration or of ceasing operations in the Industry, within 14 days of such change or of ceasing operations;
- 4.3 An employer shall comply with all the terms and provisions of this Agreement and if this Agreement is silent on a certain issue, also with the terms and provisions of any employment law;
- 4.4 Every employer shall keep employee records as specified by the Basic Conditions of Employment Act, No 75 of 1997 [as amended];
- 4.5 Each employer must submit updated information as and when required by the council in the prescribed formats by the required date as determined by the Council from time to time;
- 4.6 The Secretary of the Council must keep a register of all known employers and employees engaged in the Industry.

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 receive the benefits of the Council contribute towards its costs.
- b) Levies shall be raised as follows:

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- (i) from security officers working not less than 24 hours per month including non-standard employees working as security officers, learners, 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.
- d) 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.

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.
 - (ii) 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.

6. ADMIN

6.1 Every employer shall complete the levy return form in harcopy (Annexure A), delivered to the Council or electronically sent monthly, and to reach the Council at its office

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located at an address to be determined, 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 10th (tenth) 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.

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 a written or electronic statement containing the following details;

(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.

7. NON PAYMENT OF LEVIES

7.1 Parties binded by this agreement who has failed to make a payment referred to in clause 5 will be subject to enforcement proceedings and / or civil action in terms of relevant legislation and further pay to the Council;

(i) the levy concerned;

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- (ii) interest as determined in terms of the Prescribed Rate of Interest Act 55 of 1975 as amended, calculated upon the unpaid amount of the levy from the date that the levy becomes due and payable until the date that it is paid; and
- (iii) a penalty as prescribed by the Council.

7.2 If the Council is satisfied that the failure to comply with an obligation in terms of this clause was not as a result of an intention to postpone payment or to evade such obligation, it may remit the whole or part of the interest and penalty.

7.3 Any amount due to the Council in terms of this Act constitutes a civil debt that may be recovered by the Council in a competent court.

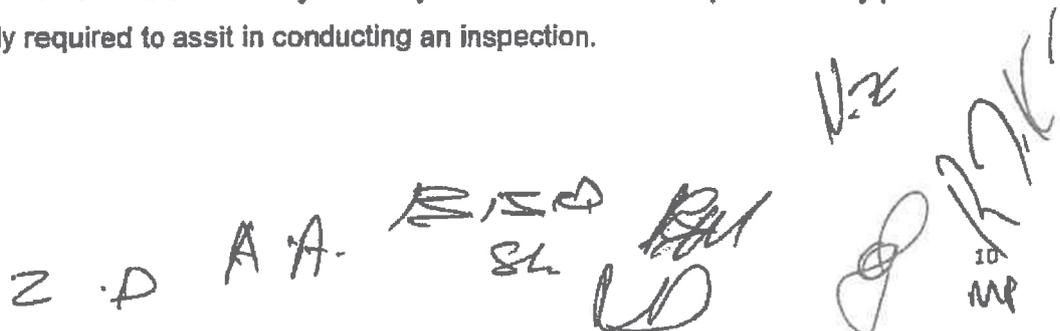
7.4 A certificate signed by the Council representative responsible for finance and administration, and submitted to court in any proceedings referred to in this agreement and same, constitutes provisional proof of the amount of any indebtedness in terms of this clause.

8 AGENTS

8.1 The Minister at the request of the council appoint one or more specified persons who shall be designated as agents in terms of section 33 of the LRA to assist in giving effect to the terms and conditions of this Agreement. The designated agents shall have the right to in terms of Section 33 of the Act read with Schedule 10 of the Act to :

- a) enter inspect and examine any premises or place, in which the agent suspect that private security services is carried on at any time when he has reasonable cause to believe that any person is employed therein
- b) orally examine, either alone or in the presence of any person, as the agent thinks fit, with respect to matters relating to this Agreement, every employee who is designated agent finds in or about the premises and require such employee to answer the questions put to him
- c) require the production of any notice, book, list, electronic file, computer or document which is by this Agreement required to be kept, or made and inspect examine and copy the same including all pay sheets.

8.2 The designated agent when entering inspecting or examining any such shall on request produce his certificate of authority and may take with him an interpreter or any person reasonably required to assist in conducting an inspection.



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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.

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 applicant's 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 committee 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 committee appointed by the Council may request additional information from an applicant applying for exemption.

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- 9.8 In scrutinizing the application, the Exemption Committee 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 8.14 below.
- 9.9 The secretary must advise the applicant in writing of the decision of the exemptions committee 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 committee 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 Committee or the Independent Exemptions Body whichever the case may be must consider, in addition to Clause 8.8, the following:
- 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;

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- 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.

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9.17 If an exemption or appeal is granted or partially granted, the Exemption Committee 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;
- 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.

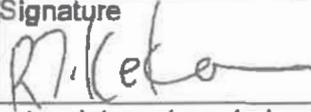
9.19 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

DATED AT JOHANNESBURG ON THIS THE 5th DAY OF August 2019.

For SASA	Signature 	Name Chris Lambekou
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address		
Fax number		

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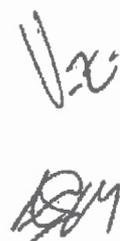
For SANSEA	Signature 	Name Rodney Tabo Kela
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address		
Fax number		

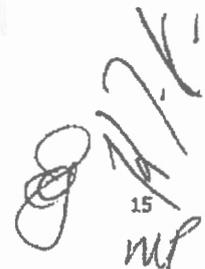
For SATAWU	Signature 	Name Philemon Shembe
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	117 De Koste STR. SATAWU HOUSE, BRANDENBURG	
Email address	philemon@satawul.org.za	
Fax number	086 602 2677	

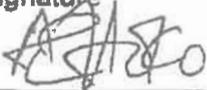
For NASUWU	Signature 	Name Bonginkosi Zwane
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	P.O. BOX 6305, BISHOPSGATE 4008	
Email address	bonginkosizwane15@gmail.com	
Fax number	031 305 9621	

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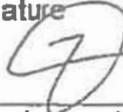
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For SAAIWU	Signature 	Name ANDREW STEK
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	P.O. Box 1191, RICHMOND 3780	
Email address	andrew@nbcpsj.org.za	
Fax number	086225-5339	

For KAWU	Signature 	Name Robert Dube
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	83 ALBERTINA STREET OFFICE NR 101-103 CBD JHB	
Email address	Admin@kawu.co.za	
Fax number	011 233-2752	

For AWU	Signature 	Name ZITHUISE D MQADI
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	503/504 SANDYD HOUSE 417 ANTON LEMBEKE	
Email address	Abungobinwoker@simon@gmail.com	
Fax number	031 304 9769	

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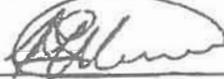
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For PTAWU	Signature 	Name Harrison Belayi
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	P O BOX 31415, Braamfontein, 2017	
Email address	belayiharrison4@gmail.com	
Fax number	086 546 1032	

For SANSWF	Signature 	Name ANNA MASHISO
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	P.O. BOX 13597, 0126	
Email address	ins@sonsouth-co-za	
Fax number	012 321 9845	

For DETAWU	Signature 	Name VUSI NISIHANCASE
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	P.O BOX 41461, Maitland	
Email address	vusi@detawu.org.za	
Fax number	011 338	

Z.D

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B.R.P.
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