



**NATIONAL BARGAINING
COUNCIL**
FOR THE PRIVATE SECURITY SECTOR

400 Central Office Park, Block J, 16th
Road, Randjespark, Midrand
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NATIONAL NEGOTIATION PROTOCOL AGREEMENT
FOR THE
NATIONAL BARGAINING COUNCIL PRIVATE SECURITY SECTOR
(NBCPSS)

Made and entered into between: -

The parties as indicated in Annexure A to this agreement who are registered employers organisations and registered trade unions who comply with the admission requirements as defined in the constitution of the NBCPSS and whose members are engaged or employed within the councils registered scope.

Employers Organisations and Trade Unions collectively referred to as
(“the Parties”)

1. Preamble

WHEREAS:

- 1.1 terms and conditions of employment within the Private Security Sector are determined by Main Collective Agreements concluded between parties to the National Bargaining Council for the Private Security Sector ("**NBCPSS**") and extended to non-parties.
- 1.2 the parties recognize that it is in their own interest as well as in the interest of relationships between them and sound industrial relations practice that negotiations which take place are properly regulated and the framework of such negotiations is understood by all parties thereto;
- 1.3 the parties further agree that the National Bargaining Council for the Private Security Sector ("**NBCPSS**") has been registered with effect from 21 June 2018 and therefore requires negotiations to be in line with the constitution of the NBCPSS and this Negotiation Protocol Agreement ("**NPA**"); and
- 1.4 the objectives of the NPA is to provide guidelines to regulate the collective bargaining process and to conclude collective substantive agreements on remuneration, benefits and other material terms and conditions of employment in the private security sector.

NOW THEREFORE:

The parties agree that in future, all national level negotiations on terms and conditions of employment and other related matters of mutual interest in the

private security sector will take place in accordance with this NPA and in line with the Constitution of the NBCPSS.

All negotiations on any material and substantive terms and conditions of employment for the Private Security Sector will take place and be conducted under the auspices of the Council Bargaining Forum (“**CBF**”) which shall be established for the purposes of collective bargaining.

2. Definitions

2.1. In this agreement and unless the context indicates to the contrary the words below will bear the meanings assigned to them:

2.1.1. **The parties** – shall be the registered employer’s organisations and the registered trade unions who comply with the admission requirements as defined in the clause 6.2.3, 6.4 and 6.5 of the constitution of the NBCPSS whose members are engaged or employed within the NBCPSS’ registered scope.

2.1.2. **The first meeting** – means, in relation to any round of negotiations, the first meeting of the parties during that round of negotiations as contemplated in clause 6.2.2.

2.1.3. **The LRA** – means the Labour Relations Act 66 of 1995 as amended.

2.1.4. **The Private Security Sector** – means the Sector, in which the employers and the employees are associated for the purpose 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.

2.1.5. **Round of negotiations** – means the period during which negotiations take place pursuant to the tabling of proposals and in respect of such proposals as envisaged in clause 7.

2.2. Unless the contrary appears from the context, words used in this agreement which are defined in the LRA shall bear the same meaning as in the LRA.

2.3. Any reference to the singular in this agreement includes a reference to the plural.

3. **The parties to the Council Bargaining Forum**

3.1. The parties to this agreement are the signatories to this agreement and as indicated in Annexure A which may change from time to time.

3.2. Any registered trade union or registered employers' organisation that is not a party to this agreement but has membership within the Private Security Sector may join as a party to this agreement for any round of negotiations if and only if the application process is followed as envisaged in the clause 6 of the constitution of the NBCPSS.

3.3. Save as set out above, no other natural or juristic person or entity will be a party to this agreement or to negotiations conducted in terms of this agreement.

3.4. The negotiations which take place pursuant to and in terms of this agreement will be known as CBF negotiations which falls under the auspices of the NBCPSS.

4. **Method of Appointment of Representatives**

4.1. The CBF will consist of:

- 4.1.1. Twelve representatives of the Employers Organisations that are parties to this agreement; and
- 4.1.2. Twelve representatives of the Trade Unions that are parties to this agreement.
- 4.1.3. The parties may, by unanimous vote of the parties, increase or otherwise vary the total number of representatives on condition that the total number of representatives of employers and employees on the CBF shall always be equal.
- 4.1.4. Union representation to the CBF shall be proportional according to the following formula -

$$S = \frac{M}{T} \times \frac{12}{1}$$

S = Number of representatives (Quotient only)

M = Number of members of the union

T = Total number of members of all party unions in the Sector.

- 4.2. The representation of employer organisations shall be proportional according to the following formula –

$$\frac{\text{Number of employees employed by members of the Employer organization}}{\text{Total number of employees employed by members of party employer's organization}} \times \frac{\text{TOTAL NUMBER OF EMPLOYEE REPRESENTATIVES}}{\text{TOTAL NUMBER OF EMPLOYEE REPRESENTATIVES}}$$

- 4.3. The representatives of the parties will act as spokespersons on behalf of those parties whom they represent during any round of negotiations for the purposes of conducting such negotiations and

communicating between the Employers' Organisations on the one hand and the Trade Unions on the other hand.

- 4.4. The Employers' Organisations will appoint the twelve representatives of the Employers' Organisations for the purposes of any round of negotiations at or before the first meeting in proportion to the voting rights of each Employer Organisation as outlined in Clause 5 of this Agreement and pursuant to a verification process as set out in Clause 6 of this Agreement if and where applicable.
- 4.5. The Trade Unions will appoint the twelve representatives of the Trade Unions for the purposes of any round of negotiations at or before the first meeting in proportion to the voting rights of each Trade Union as outlined in Clause 5 of this Agreement pursuant to a verification process as set out in Clause 6 of this Agreement.
- 4.6. The representatives appointed in terms of this clause will remain appointed as such representatives for the full period of any round of negotiations. However, any Employers' Organisation or Trade Union may, at its own discretion, appoint an alternate representative to substitute or replace any representative during the course of any or all round of negotiations. "Substitute" means to act as an alternative representative temporarily (i.e. for one or more meetings) but "replace" means to be the new appointed representative for the respective Employer organisation or Trade Union (i.e. to be the appointed representative for all subsequent meetings during the round of negotiations).
- 4.7. Each Employer Organisation and each Trade Union that is party to this agreement shall be permitted in addition to their nominated spokespersons to permit one observer to be present during any

around of negotiations. Any such observer shall not be permitted to have any speaking or voting rights in terms of this agreement.

- 4.8. The appointment of a mediator / facilitator may be appointed by the NBCPSS in appropriate circumstances. Should any party object to the appointment of the nominated mediator / facilitator, such party must submit their objections in writing to the General Secretary of the NBCPSS within 7 days of the announcement of the appointment.

5. **Representatives and Voting Rights**

- 5.1. The representatives of the Employers Organisations or Trade Unions as envisaged in Clause 4 shall be appointed prior to the commencement of any round of negotiations:

5.1.1. The Employer Organisations that are party to this agreement may, if they are in unanimous agreement, allocate the right to appoint representatives to each such Organisation in accordance with a formula agreed to between themselves. In such circumstances, each representative appointed shall be entitled to exercise a single vote.

5.1.2. The Trade Unions that are party to this agreement may, if they are in unanimous agreement, allocate the right to appoint representatives to each such Union in accordance with a formula agreed to between themselves. In such circumstances, each representative appointed shall be entitled to exercise a single vote.

5.1.3. However, should such unanimous agreement as set out in Clause 5.1 above not be possible the determination of the right to appoint representatives who will each be entitled to exercise a single voting right will, be determined by the following formula:

$$\frac{X}{X + 12y}$$

a) in the case of Trade Unions –

x = the number of members in the Private Security Sector in good standing that are paid up members of each trade union.

y = the total number of members in good standing that are paid up members of all trade unions that are party to this agreement.

b) in the case of Employers' Organisation -

x = the number of employees in the Private Security Sector of members in good standing of the Employers' Organisation.

y = the total number of employees in the Private Security Sector of members in good standing of all participating Employers' Organisation.

- 5.2. Each Trade Union that is subject to the verification process shall be required to have at least 5000 members in good standing engaged in the Private Security Sector in order to qualify to appoint a representative as set out in Clause 4.1.2.

6. Procedure for the negotiation of Collective Agreements

- 6.1. Any party to this agreement may introduce proposals for the conclusion of a Collective Agreement under the auspices of the CBF provided that:
- 6.1.1. Proposals by Trade Unions shall be submitted as a combined proposal by and on behalf of all the Trade Unions that are afforded voting rights in terms of Clause 5.
- 6.1.2. Proposals by Employers Organisations shall be submitted as a combined proposal by and on behalf of all the Employers Organisations that are party to this agreement.
- 6.1.3. The proposals relate to terms and conditions of employment that are the subject matter of the negotiations within the Private Security Sector.
- 6.1.4. Proposals by the parties shall be submitted to the General Secretary of the NBCPSS in writing who must serve copies of the proposals and/or demands on all relevant parties.
- 6.2. The CBF, from time to time, may determine the timetable for negotiations. However, the below serves as a guideline:
- 6.2.1. Proposals are to be submitted at least 12 months prior to the end of the term of applicability of wages, salaries and conditions of employment, in order to facilitate timely collective bargaining and submission of an agreement to the Minister of Labour for extension.

- 6.2.2. The first meeting of the CBF will take place at a date and time to be agreed between the parties which will be no later than thirty calendar days from the date on which such proposals have been made.
- 6.2.3. The negotiations will continue at such other dates, times and venues as the parties may agree from time to time provided that no less than two such further meetings take place within sixty days from the date on which proposals were made, at which meetings the parties may agree to the appointment of a mediator;
- 6.2.4. In the event of the parties failing to reach agreement on the proposals by the end of such sixty-day period, the parties will engage each other under compulsory mediation to assist with further meetings between them. Such further mediation may be conducted by an existing mediator or an alternative mediator that is agreed to between the parties. In the event of the parties failing to agree to the identity of such mediator, a mediator will be appointed by the General Secretary.
- 6.2.5. The parties will hold such further mediation meetings under the auspices of the appointed mediator at such dates, times and venues as they may agree from time to time provided that no less than 2 such mediation meetings take place prior the end of a ninety-day period from the date upon which proposals were submitted in terms of this clause.
- 6.2.6. If no agreement is reached by the end of such ninety-day period, the parties may agree to further meetings or the Trade Unions or Employers' Organisations may declare a dispute and refer the proposals or any outstanding and unresolved issues to the CCMA in accordance with the LRA,

in the absence of an established dispute resolution process within the NBCPSS.

- 6.3. Subject only to clause 8, the parties to any round of negotiations will be bound by any Collective Agreement entered into between them pursuant to such negotiations which is signed by representative(s) of those parties whom they represent:
- 6.3.1. At least 50% plus one of the votes accorded to the Employers' Organisations; and
- 6.3.2. At least 50% plus one of the votes accorded to the Trade Unions
- 6.4. Unless otherwise agreed, no party or member of the party to this agreement shall raise for negotiation with any other party or member of such party to this agreement any new issue or any issue that has previously been tabled, traded off or negotiated in the course of any round of negotiations until the commencement of the next round of negotiations in terms of this agreement.

7. Scope of Application, Effect and Duration of Collective Agreement reached in terms of Clause 6.4

- 7.1. In the event that negotiations result in a Collective Agreement between the parties as envisaged in clause 6.3 above, such Agreement shall have the application and effect set out in this clause.
- 7.2. The collective agreements concluded as envisaged in clause 7.3 of this agreement shall become binding on the parties only upon the extension to non-parties by the Minister of Labour as set out in section 32 of the Labour Relations Act.

- 7.3. In the intervening time period between the signing of the Collective Agreement and the extension thereof by the Minister of Labour as set out in section 32 of the Labour Relations Act, the parties shall continue to adhere to the provisions of the existing Main Collective Agreement for the Private Security Sector or the previous extended wage agreement as the case may be. In this regard, the parties will jointly apply, or support such application, for extension of the Collective Agreement and jointly lobby the office of the Minister for timely extension of the Collective Agreement to non-parties to ensure that any new Collective Agreement becomes effective at the date upon which the last year of the preceding determination or previously extended Collective Agreement lapses.

8. **Picketing Rules**

- 8.1. In the event of any strike or lockout occurring in respect of negotiations taking place before the CBF, whether such negotiations are taking place in accordance with or in breach of this agreement, the parties will be bound by the Picketing Rules set out in the Labour Relations Act if no picketing rules were concluded at the CBF.

9. **Duration**

- 9.1. This agreement will remain in effect and binding between the parties from the date of signature thereof and will continue thereafter indefinitely until varied or terminated.
- 9.2. No party to this agreement may withdraw from this agreement or terminate this agreement during any round of negotiations after the first meeting of such round of negotiations.

- 9.3. Subject to clause 10.2, any party to this agreement may withdraw from this agreement by giving not less than three (3) months written notice of intention to withdraw from this agreement to all the other parties.
- 9.4. The withdrawal of any party from this agreement will not terminate this agreement or affect the validity or binding nature of this agreement between any other parties.
- 9.5. Any Trade Union parties or any Employers' Organisation parties holding collectively more than 50% of the voting rights of the Trade Union parties or Employers' Organisation parties as the case may be, may terminate this agreement by giving not less than six (6) months notice of termination of this agreement to all the other parties.

10. **Notice and Addresses**

- 10.1. The parties to this agreement choose their respective addresses for the services of any notices in terms of this agreement at the addresses set out at the foot of this document.
- 10.2. Any notice required to be given in terms of this agreement shall be given in writing by e-mailing that notice to the e-mail address, telefaxing that notice to the telefax address, delivering that notice by hand to the physical address or posting that notice by pre-paid registered post to the postal address given by the other parties.
- 10.3. Any party may amend the address given in terms of this agreement by giving every other party to this agreement at least seven (7) days' notice of change of address.
- 10.4. Any notice given to the chosen address in terms of this agreement shall be deemed to have been received by the addressee on the

day of successful transmission of e-mail, telefax or hand delivery or on the 7th day after posting by pre-paid registered post of the notice to the address of such addressee.


- 10.5. Any notice which is required to be given to all the other parties to this agreement shall be deemed to have been received by all the other parties if such notice has been given to not less than one-half of the Employers' Organisations in number and not less than one-half of the Trade Unions in number.


11. Whole Agreement


- 11.1. This document constitutes the sole record of the agreement between the parties in relation to the subject matter hereof.
- 11.2. No party shall be bound by any express or implied term or representation, warranty, promise or the like not recorded herein.
- 11.3. No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 11.4. No indulgence which any party may grant to any other party shall constitute a novation of this agreement or a waiver of any rights in terms of this agreement.
- 11.5. The parties agree that should the need arise for the conclusion of a specific collective agreement that may require a lesser number of representatives or for purposes of achieving effective collective bargaining such variation of the method of calculating the number of representatives shall be agreed to between the parties. The voting rights shall remain as envisaged in clause 5.
- 11.6. In the event that a specific collective agreement pertaining to a specific demand and/or term and condition of employment that was submitted

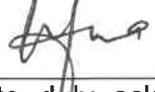
by any of the parties are required the parties may refer such specific collective agreement to an alternative process that shall be agreed to between the parties. The voting rights shall remain as envisaged in clause 5.


DATED AT JOHANNESBURG ON THIS THE 27 DAY OF June 2024.

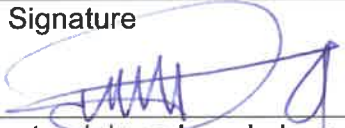
For SASA	Signature 	Name F. Verhulst
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the employer organisation.		


For SANSEA	Signature 	Name G.S. CURTINWIND
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the employer organisation.		

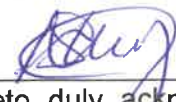
For CEO	Signature 	Name C. Oelbck
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the employer organisation.		


For SATAWU	Signature 	Name Patric Ufundo.
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the trade union.		

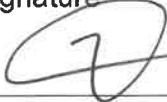
For NASUWU	Signature 	Name WONGA
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the trade union.		


For PTAWU	Signature 	Name Sh Babayi
Who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the trade union.		

For SAAIWU	Signature 	Name Andrew Shikw
Who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the trade union.		

For SANSAWF	Signature 	Name ANAND MASHIGE
Who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the trade union.		

For KAWU	Signature 	Name Kumbulani
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the trade union.		

For AWU	Signature 	Name ZITHYI SIB
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the trade union.		

For DETAWU	Signature 	Name VUSI
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement on behalf of the trade union.		



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Annexure A

Parties to the Agreement

1. Employers' Organisations –
 - a) Security Association of South Africa ("SASA"); and
 - b) South African National Security Employers Association ("SANSEA").
 - c) Consolidated Employers Organisation ("CEO")
2. Trade unions -
 - d) South African Transport and Allied Workers Union ("SATAWU");
 - e) Abanqobi Workers Union ("AWU");
 - f) Democratic Transport Logistics and Allied Workers Union ("DETAWU")
 - g) National Security and Unqualified Workers Union ("NASUWU");
 - h) Professional Transport And Allied Workers Union ("PTAWU");
 - i) South African Algamated and Integrated Workers Union ("SAAIWU");
 - j) South African National Security and Allied Workers Forum ("SANSAWF"); and
 - k) Kungwini Amalgamated Workers Union ("KAWU").



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RESOLUTION

APPROVAL OF NATIONAL NEGOTIATION PROTOCOL AGREEMENT ("NPA")

The objectives of the NPA is to provide guidelines to regulate the collective bargaining process under the auspice of the NBCPSS and to conclude collective substantive agreements on remuneration, benefits and other material terms and conditions of employment in the private security sector.

At the Council meeting of the National Bargaining Council for the Private security sector (NBCPSS) held on 27 June 2024, it was resolved by the parties to the NBCPSS to adopt and implement the NPA as presented to the Council with one minor amendment- removal of "insourced or in-house..." from clause 2.1.4.

DATED AT JOHANNESBURG ON THIS THE 27 DAY OF June 2024

Chairperson of the NBCPSS	Signature 	Name Rodney Kekana
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Deputy Chairperson of the NBCPSS	Signature 	Name Khumbulani Moyo
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CEO of the NBCPSS	Signature 	Name Christiaan Oelofse
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