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DEPARTMENT OF LABOUR**NO. 786****01 SEPTEMBER 2015****BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997****AMENDMENT OF SECTORAL DETERMINATION 6: PRIVATE SECURITY SECTOR,
SOUTH AFRICA.**

I, Mildred Nelisiwe Oliphant, Minister of Labour, in terms of section 56(1) of the Basic Conditions of Employment Act, No 75 of 1997, hereby amend Sectoral Determination 6: Private Security Sector, South Africa, published under Government Gazette No. 35633 of 28 August 2012, in accordance with the schedule hereto and fix the 1st September 2015 as the date on which this amendment shall become binding.



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M.N. OLIPHANT, MP
MINISTER OF LABOUR

DATE: *14/08/2015*

SECTORAL DETERMINATION 6: PRIVATE SECURITY SECTOR
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1. AREA AND SCOPE OF APPLICATION

- (1) This determination shall apply in the Republic of South Africa to every employer in the Private Security Sector as defined in sub clause (2), and to all employees in that sector, except those employers and employees referred to in sub clause (4).
- (2) The provisions of this determination shall apply to -
 - (a) every employer and employee in the private security sector that guards or protects fixed property, premises, goods, persons or employees including monitoring and responding to alarms at premises which are guarded by persons or by electronic means, including car guards as defined in sub clause (2)(12).
 - (b) disguised employment relationships such as self-employed security guards who are deemed be employees in terms of clause 18.
- (3) The provisions of this determination shall not apply –
 - (a) to a manager as defined in sub clause 2(40); or
 - (b) to any employer or employee who is subject an agreement of a bargaining council in terms the Labour Relations Act, 1995.
- (4) For the purposes of determining the salary 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 in that area or not.
- (5) Subject to the provisions of the National Keypoint Act, 1980, this determination shall also apply to employers and employees in the private security sector who provide security services at National Key Points.

2. DEFINITIONS

For the purposes of this determination, unless the context otherwise indicates, any expression used therein which is defined in the Basic Conditions of Employment Act, No 75 of 1997, has the same meaning as in that Act and an employee shall be deemed to be in that class in which the employee is wholly or mainly engaged.

- (1) **"Act"** means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997), as amended;
- (2) **"actuary"** means the actuary to the Fund appointed by the Board in terms of the rules;
- (3) **"administrator"** means an approved administrator of the fund in terms of section 13(b) of the Pension Fund Act, as amended from time to time and who has been appointed by the trustees of the fund in terms of the Pension Funds Act and the fund rules to administer the fund.
- (4) **"area"** includes any number of areas, whether or not closest;
- (5) **"armed response duty"** means the duty whereby a security officer, in the case of an emergency or alarm activation, may respond to a call from a client of a private security company, normally at the premises or property of the client.
- (6) **"armed response officer"** means a security officer who is remunerated at a minimum rate as for a Grade C security officer to conduct armed response duties, which shall include the driving of a motor vehicle in the performance of armed response duties.
- (7) **"armed security officer"** means a security officer who is remunerated at a minimum rate as for a Grade D security officer and who is required to utilise and is provided with a firearm in the course of his duties.
- (8) **"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 on the employee in terms of that Act, and any other employee engaged in work normally performed by an Artisan except where specifically otherwise provided in this determination;
- (9) **"basic condition of employment"** means a provision of the Basic Conditions of Employment Act, No 75 of 1997;
- (10) **"benefits"** shall mean the death, disability and funeral benefits provided to members of the fund in terms of the fund rules;

- (11) **"board"** means the board of trustees of the fund elected in accordance with its rules and the Pension Fund Act;
- (12) **"car guard"** means an employee who guards vehicles;
- (13) **"casual employee"** means an employee without a fixed contract of employment who works not more than 24 hours in any week.
- (14) **"child"** means a person who is under 18 years of age.
- (15) **"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 time cards;
 - (h) recording particulars of annual or sick leave;
 - (i) recording particulars in registers otherwise than by means of a typewriter or computer;
 - (j) recording the engagement, dismissal or resignation of employees, including any necessary entries in an employee's file or documents;
 - (k) transferring names and addresses from compiled documents to envelopes, labels or circulars otherwise than by means of a typewriter or computer;
- (16) **"clerk"** means an employee who is engaged in writing, typing or filing or in any other form of clerical work and includes a cashier, store man and 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;
- (17) **"contribution"** means the combined amount of the employer and employee contribution to the Private Security Sector Provident Fund, as per clause 27(2), payable monthly to the fund by each employer in the sector in respect of each of his or her employees whose conditions of employment are governed by Sectoral Determination 6: Private Security Sector, South Africa and who are members of the fund;
- (18) **"controller (stock)"** means an employee who controls or checks the issuing or receiving of uniforms, overalls, protective clothing, batons, handcuffs, flashlights, firearms, ammunition or other equipment and who may keep the necessary records;
- (19) **"Control Centre Operator"** and **"Communication Centre Operator"** means a security officer who is utilised in an administrative capacity in a control centre or communication centre and who may be called upon to perform any or all of the duties of a clerk.
- (20) **"day"** means a period of 24 consecutive hours reckoned from the time such employee usually commences work and daily has a corresponding meaning;
- (21) **"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 on 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;
- (22) **"emergency work"** means work that is required to be done without delay owing to circumstances for which the employer could not reasonably have been expected to make provision and which cannot be performed by employees during their ordinary hours of work.
- (23) **"employee"** means any person who works for another person or who in any manner assists in carrying on or conducting the business of an employer; and who receives, or is entitled to receive, any remuneration; and **"employed"** and **"employment"** have a corresponding meaning, and which also includes those persons who qualify to be deemed as employees in terms of clause 18 of this determination and who do not fall under the jurisdiction of any other sectoral determination or bargaining council agreement;
- (24) **"employer"** means any person (including created entities, corporate or un-incorporated) other than a person who is exempted in terms of clause 1(4) of the determination, who employs or provides work for

any person in the Private Security Sector and remunerates him or permits any person in any manner whatsoever to assist him in the carrying on or conducting of his business and "employ" and "employment" shall have corresponding meanings.

- (25) **"establishment"** means the premises from which an employer conducts his business;
- (26) **"experience"** means, in relation to –
- (a) a clerk, the total period or periods of employment which an employee has had as a clerk in any trade or industry or in the service of a local authority or the State;
 - (b) a clerical assistant, the total period or periods of employment which an employee has had as a clerical assistant in any trade or industry or in the service of a local authority or the State;
- (27) **"fund"** means the Private Security Sector Provident Fund (PSSPF), established in terms of Government Notice 306 of 13 March 2001, which is governed by the fund rules and the Pension Fund Act;
- (28) **"fund commencement date"** means 1 November 2002;
- (29) **"fund rules"** means the rules of the fund as amended by the trustees of the fund from time to time and registered with the registrar of pension funds in terms of the Pension Fund Act;
- (30) **"fund salary"** means the salary used for the calculation of employer and employee contributions to the fund and is calculated as follows:

A X B X 4.333

where

A = employee's ordinary hourly equivalent rate of pay, calculated in terms of clause 3(5)(b) and

B = the maximum number of ordinary hours an employee is permitted to work at the ordinary rate of pay as per Sectoral Determination 6, or such lesser hours as may be agreed in writing between the employer and the employee or any reduced maximum ordinary hours an employee may work that may be legislated in terms of a sectoral determination or the Basic Conditions of Employment Act, whichever is applicable.

- (31) **"general worker"** means an employee who is *inter alia* 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;
 - (e) cleaning or washing premises, doors, windows, equipment, tools, plant, machinery, furniture, vehicles, containers or other articles and including 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 of oils sumps;
 - (j) Gardening;
 - (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;
 - (t) whitewashing, cleaning or disinfecting kennels, stables, outbuildings or toilets;
- (32) **"goods"** means any movable property, including but not limited to, money and other valuables belonging to or in the custody of the employer, that has to be guarded, protected or transported under

guard;

- (33) **"gross vehicle mass"**, in relation to a motor vehicle, means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;
- (34) **"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;
- (35) **"heavy motor vehicle"** means a motor vehicle the gross vehicle mass of which exceeds 9,000 kg;
- (36) **"hourly wage"** means an employee's hourly equivalent wage, as calculated in terms of the formula set out in clause 3(5)(b);
- (37) **"law"** includes the common law;
- (38) **"light motor vehicle"** means a motor vehicle the gross vehicle mass of which does not exceed 3,500 kg;
- (39) **"local authority"** means any borough council, city council, municipal council, village management board, divisional council or any similar institution or body contemplated in section 84(1)(f) of the Provincial Government Act, 1961, or in any other parliamentary legislation;
- (40) **"manager"** means an employee who is charged by an employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment and the employees engaged therein, but does not include any employee in the same establishment who relieves or acts for a manager during the manager's absence;
- (41) **"medical practitioner"** means a person entitled to practice as a medical practitioner in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 50 of 1974);
- (42) **"member"** means an employee who, having been admitted to membership of the fund in accordance with the rules of the fund, has not ceased to be a member of the fund in terms of the rules;
- (43) **"midwife"** means a person registered or enrolled to practice as a midwife in terms of section 16 of the Nursing Act, 1978 (Act No. 50 of 1978).
- (44) **"medium motor vehicle"** means a motor vehicle the gross vehicle mass of which exceeds 3,500 kg but not 9,000 kg;
- (45) **"mobile supervisor"** means a security officer who is required to drive a motor vehicle between sites in the course of supervising, inspecting or controlling security officers.
- (46) **"motor vehicle"** means a self-propelled vehicle used for the transportation of goods, persons or dogs, and includes a motorcycle and a motorised three-wheeler;
- (47) **"night work"** means work which is performed between the hours of 18:00 on one day and 06:00 the next day.
- (48) **"ordinary hours of work"** means the hours of work prescribed in clause 5(1), but if by agreement between an employer and employee the latter works a lesser number of ordinary hours, it means such shorter hours, and excludes any hours paid at a premium for work performed on a Sunday, public holiday or in respect of overtime;
- (49) **"ordinary salary"** means the employee's salary in respect of ordinary hours worked, excluding any premium amount paid for work on a Sunday, public holiday or in respect of overtime payable to an employee, or any allowances; and **"monthly salary"** shall have the same meaning;
- (50) **"overtime"** means that portion of any period worked by an employee in any week or on any day which is longer than the maximum permissible weekly or daily ordinary hours of work, as the case may be, or in the case of averaging, the maximum average permissible hours of work over the period of the averaging.
- (51) **"Pension Fund Act"** means the Pension Fund Act No. 24 of 1956, as amended;
- (52) **"premises"** means any land and any building or structure above or below the surface of any land and includes any vehicle, aircraft or vessel;
- (53) **"Private Security Sector"** means the sector in which employers and 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;

- (54) **"public holiday"** means any day that is a public holiday in terms of the Public Holidays Act, 1994 (Act number 36 of 1994).
- (55) **"qualified"**, in relation to an employee referred to in sub clauses 2 (15) and 2 (16), means that the experience of an employee in the employee's class entitles the employee to the highest salary rate prescribed for that class of employee, and conversely, **"unqualified"** means that experience in the employee's class does not entitle the employee to such highest salary rate.
- (56) **"remuneration"** means any payment in money or kind, or both in money and kind, made or owing to any person in return for that person working for any other person, including the State, and **"remunerate"** has a corresponding meaning.
- (57) **"Retirement Fund Act"** means the Pension Fund Act, 1956 (Act No. 24 of 1956) and the regulations thereunder;
- (58) **"rules"** means the rules of the fund agreed by the board in accordance with the Retirement Fund Act;
- (59) **"salary"** means the amount of money paid or payable to an employee in respect of work performed; and have corresponding meaning "wages"
- (60) **"security officer"** means a Security officer, grade A, B, C, D or E, including those performing Armed Response and National Key Point duties.
- (61) **"security officer, grade A"** means an employee who performs any one or more of the following duties:
- advising or reporting on any matter affecting guarding or protection services;
 - assisting in the screening of candidates for employment;
 - assuming responsibility for staff training;
 - drawing money or cheques or taking possession of negotiable documents;
 - drawing money at banks or similar institutions;
 - guarding or protecting goods;
 - supervising subordinate staff;
 - who may drive a motor vehicle in the performance of any or all of the employee's duties; and
 - who may be called upon to perform any or all of the duties of a security officer, grade B.
- (62) **"security officer, grade B"** means an employee who performs any one or more of the following duties, namely, supervising, controlling, instructing or training security officers, grade C, D or E or general workers and reporting thereon to an employer or any other specified person, and who may –
- drive a motor vehicle in the performance of any or all of the employee's duties; and
 - Be called upon to perform any or all of the duties of a security officer, grade C.
- (63) **"security officer, grade C"** means an employee who performs any one or more of the following duties –
- supervising or controlling Security officers, grade D or E;
 - driving a motor vehicle in the course of supervising or controlling Security officers grade D or E;
 - driving a motor vehicle for the purpose of transporting Security officers;
 - armed response; and
 - who may be called upon to perform any or all of the duties of a security officer, grade D.
- (64) **"security officer, grade D"** means an employee who performs any one or more of the following duties –
- controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
 - searching persons and, if necessary, restraining them;
 - supervising or controlling Security officers, grade E;
 - searching goods or vehicles; and
 - who may be required to perform any or all of the duties of a security officer, grade E.
- (65) **"security officer, grade E"** means an employee, other than a Security officer, grade D, who performs any one or more of the following duties –
- guarding, protecting or patrolling premises or goods;
 - handling or controlling dogs in the performance of any or all of the duties referred to in (a).
- (66) **"spare and reliever"** means an employee –
- Who reports for duty at a specified place and time; and

- (b) Who must remain at the specified place for the duration of that shift, or who is required to replace any other employee who may be on scheduled time-off, annual leave or absent from duty, or who is required to perform duties at any place designated by the employer.
- (67) "**short time**" means a temporary reduction in the number of ordinary hours of work owing to a slackness of business in the trade, a breakdown of plant, machinery or equipment, or a breakdown or threatened breakdown of buildings.
- (68) "**storeperson**" means an employee, other than a controller (stock), who is in charge of incoming stock and who is responsible for receiving, storing, packing or unpacking stock in or for issuing stock from a store, warehouse or open stockyard.
- (69) "**Sunday work**" means any work performed where the relevant shift commences on a Sunday and where at least half of that shift is ordinarily performed on that Sunday.
- (70) "**trustee**" or "**trustees**" means a trustee or the trustees or their alternates elected or appointed in terms of the fund rules;
- (71) "**week**" in relation to an employee, means the period of seven days within which the working week of that employee ordinarily falls.

3. REMUNERATION

- (1) **Minimum salary:**
- (a) The ordinary salary which an employer shall pay employees shall be as specified in sub clauses (1)(b), (1)(c) and (1)(d).
- (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 unauthorised absenteeism or any reduced ordinary hours of work as may be agreed between the employer and the employee in terms of sub clause 2(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 –

Table 1: Monthly minimum salary for year 1

MONTHLY SALARY RATES FOR YEAR 1 (with effect from 1 September 2015)				
	AREA 1	AREA 2	AREA 3	
In the Magisterial Districts of	Alberton, Bellville, Benoni, Boksburg, Brakpan, Camperdown, Chatsworth, Durban, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg.	Bloemfontein, East London, Kimberley, Klerksdorp, Pietermaritzburg, Somerset West, Stellenbosch and Strand.	All other areas	Maximum permissible working hours per week for each respective category of employee, subject to clause 5(2), with regard to averaging of working hours.
	Monthly salary	Monthly salary	Monthly salary	
Artisan	R6,155	R5,603	R5,374	45
Clerical Assistant				
During the first year of experience	R3,068	R2,813	R2,544	45
During the second year of experience	R3,119	R2,852	R2,581	
Thereafter	R3,166	R2,908	R2,637	
Clerk				
During the first year of experience	R3,346	R2,918	R2,820	45
During the second year of experience	R3,553	R3,150	R2,992	
During the third year of experience	R3,741	R3,270	R3,181	
Thereafter	R3,943	R3,453	R3,351	
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	R3,229	R2,990	R2,707	45
Medium motor vehicle	R3,460	R3,197	R2,916	
Heavy motor vehicle	R3,612	R3,332	R3,051	
General Worker				
During the first six months service with the same employer	R2,511	R2,304	R2,067	45
Thereafter	R2,594	R2,391	R2,148	
Handyman	R3,571	R3,309	R3,044	45
Security Officer				
Grade A	R4,571	R4,177	R3,794	48
Grade B	R4,096	R3,739	R3,452	
Grade C	R3,545	R3,258	R2,948	
Grade D & E	R3,482	R3,162	R2,874	
Employees not elsewhere specified	R3,101	R2,850	R2,574	45

Table 2: Monthly minimum salary rates for year 2

(with effect from 1 September 2016)			
	Area 1 Monthly rate	Area 2 Monthly rate	Area 3 Monthly rate
Grade D & E	R3,792	R3,446	R3,133
An increase for all other categories of employee including Grade A, B and C, will be calculated by adding the annualised Consumer Price Index plus 1% (one per cent), with a minimum increase of 6% (six per cent) and a maximum of 8% (eight per cent) to the salary rates for Year 1.			
Note: * The CPI referred to shall be the annualised CPI that is available six weeks prior to the increase, as published by Statistics South Africa			

Table 3: Monthly minimum salary rates for year 3

(with effect from 1 September 2017)			
	Area 1 Monthly rate	Area 2 Monthly rate	Area 3 Monthly rate
Grade E, D & C	R4,102	R4,102	R3,414
An increase for all other categories of employee including Grade A and B, will be calculated by adding the annualised Consumer Price Index plus 1% (one per cent), with a minimum increase of 6% (six per cent) and a maximum of 8% (eight per cent) to the salary rates for Year 2.			
Note: * The CPI referred to shall be the annualised CPI that is available six weeks prior to the increase, as published by Statistics South Africa			

Note to Year 3 tables, above:

- i. The basic salary rate for Grade D and E will be equal to Grade C in the third year of the determination.
- ii. The basic salary rates in all categories including security officers for Area 2 will be the same as of Area 1 in the third year of the determination.

(c) Casual employees

An employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by the employee on any day other than a paid holiday or a Sunday not less than the hourly wage as calculated in terms of clause 3(5)(b) for an ordinary employee who in the same area performs the same class of work as the casual employee is required to do, plus 15 percent, or not less than the hourly wage or hourly equivalent of the salary actually being paid to the ordinary employee, whichever is the greater amount.

Provided that -

- (i) for the purposes of this paragraph the expression "the ordinary employee" means the employee who performs the particular class of work in the employer's full-time employ and who is being paid the lowest salary for that class of work;
- (ii) where the employer requires the casual employee –
 - (aa) to perform the work of a class of employee for whom salaries on a rising scale are prescribed, the expression "**hourly wage**" shall mean the hourly equivalent wage prescribed for a qualified employee of that class; and
 - (ab) to work for a period of less than four hours on any day, the employee shall be deemed to have worked four hours and remunerated accordingly.

(2) Area 3 Premium:

Every security officer in Area 3 shall be paid a monthly premium of R60.00.

Such Area 3 premium shall be reflected as an "Area 3 Premium" on the employee's salary advice.

(3) Basis of contract:

For the purposes of this clause, the contract of employment of an employee, other than a casual employee, shall be on a weekly basis.

(4) **Differential salary:**

An employer who requires or permits a member of one class of employee to perform for longer than one hour on any day, either in addition to the employee's own work or in substitution therefore, work of another class for which -

- (a) Salary is higher than that of the employee's own class is prescribed in sub clause (1), shall pay to such employee in respect of that day not less than the daily equivalent calculated at the higher rate; or
- (b) a rising scale of remuneration resulting in a salary higher than that of the employee's own class, as prescribed in sub clause (1), shall pay to such employee in respect of that day not less than the daily salary calculated on the notch in the rising scale immediately above the salary which the employee was receiving for the employee's ordinary work: provided that -
 - (aa) this sub clause shall not apply where the difference between the classes in terms of sub clause (1) is based on experience; and
 - (ab) unless expressly otherwise provided in a written contract between the employer and employee, nothing in this determination shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower salary is prescribed for such an employee.

(5) **Calculation of salary**

The ordinary salary, overtime and Sunday time of an employee, other than a casual employee, shall be calculated on a monthly basis and an employee shall be paid accordingly.

- (a) The monthly salary of an employee shall be as stipulated in the relevant column of the tables in sub clause 3(1)(b).
- (b) Any hours in excess of the maximum daily or weekly ordinary hours or, if applicable, average weekly ordinary hours, as well as any hours in respect of work performed on a Sunday or public holiday, shall be calculated by using the formula below to determine the "hourly equivalent" figure and applying the relevant premium:

$$\frac{x}{y} \times \frac{3}{13}$$

Where: x = monthly salary as per clause 3(1)(b)
and y = ordinary hours per week as per clause 5(1)

- (c) The "hourly equivalent" figure shall not be used to calculate the employee's remuneration in respect of ordinary hours worked, i.e., the employee's basic salary.

(6) **Night shift allowance:**

If at least half of the shift ordinarily falls between the hours of 18:00 on one day and 06:00 the next day that employee will be entitled to and shall receive an allowance in respect of each night shift worked, as follows:

R5.50 per shift as from 1 September 2015 till 31 August 2017, and
R6.00 per shift as from 1 September 2017

(7) **Special allowances**

The following allowances shall be paid, per shift, to each employee performing the following duties, on condition that no employee shall be entitled to accumulate more than any two of these special allowances in respect of any shift worked -

	Year 1	Year 2	Year 3
(a) Mobile supervisors:	R7.50	R8.00	R8.50
(b) Armed security officer:	R7.50	R8.00	R8.50
(c) Armed response officer:	R7.50	R8.00	R8.50
(d) National key point officer:	R7.50	R8.00	R8.50
(e) Control centre operator:	R7.50	R8.00	R8.50

(8) **Area 2 Premium**

All security officers in Area 2 will receive an Area 2 Premium of R150.00 per month

- (a) As from 1 September 2016 the Area 2 Premium will increase to R300.00 per month.
- (b) As from 1 September 2017 the Area 2 Premium will fall away, with Area 2 consolidating with Area 1.

4. PAYMENT OF REMUNERATION

- (1) For employees, other than casual employees, an employer must pay to an employee any remuneration –
 - (a) in South African currency;
 - (b) daily, weekly, fortnightly or monthly; and
 - (c) in cash, by cheque or by direct deposit in an account designated by the employee.
- (2) Any remuneration paid by cheque or by cash must be given to each employee –
 - (a) during the ordinary hours of work;
 - (b) within 15 minutes thereafter on the usual pay-day of the establishment for such employee, or
 - (c) at such time as may have been agreed upon between such employee and the employer, which time shall fall during the ordinary hours of work of the establishment, but not later than 48 hours after the usual pay-day, or
 - (d) within 48 hours of termination of employment, weekends and public holidays excluded.
- (3) Such amount shall be contained in a sealed envelope.
- (4) An employer must give an employee a salary advice on which the following information is included in writing on each day the employee is paid –
 - (a) the employer's name and address;
 - (b) the employee's name or his number on the payroll, the employee's job category and grade;
 - (c) the period for which payment is made;
 - (d) the amount and purpose of any deductions made from the remuneration;
 - (e) the nett amount paid to the employee;
 - (f) the employee's hourly rate of pay and overtime rate;
 - (g) the number of ordinary hours worked by the employee;
 - (h) the number of overtime hours worked by the employee;
 - (i) the number of hours worked by the employee on a Sunday during that period;
 - (j) the number of hours worked by an employee on a public holiday during that period; and
 - (k) the details of any other remuneration arising out of the employee's employment contract or in terms of an agreement to average working time in terms of the BCEA No 75 of 1997.
- (5) The written information required in terms of sub clause (4) must be given to each employee at the workplace or at a place agreed to by the employee and such salary advice on which these particulars are recorded or such statement shall become the property of the employee:
Provided that –
 - (a) the particulars prescribed above may be recorded on a salary advice or such statement in code which shall be fully set out and explained in an accompanying notice or in a notice kept posted in some conspicuous place in the establishment, accessible to all employees affected thereby;
 - (b) the amount due to the employee may be paid into the employee's nominated building society or bank account, by manual or electronic funds transfer, by the employer, who shall, however, deliver to the employee the aforementioned statement, by hand or electronically.
- (6) **Casual employees:**
An employer shall pay a casual employee the remuneration due to the employee in cash on completion of each day's work:
Provided that the employer may, at the request of such employee, pay the employee the remuneration at the end of that week or month, by mutual agreement.
- (7) **Premiums:**
Subject to any other law, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of that employee and

no employer shall require an employee to –

- (a) repay any portion of the remuneration which was due to that employee; or
- (b) acknowledge receipt of an amount greater than the remuneration actually paid to the employee.

(8) **Purchase of goods:**

An employer shall not require an employee to purchase any goods from the employer or from any shop, place or person nominated by the employer.

(9) **Accommodation, meals and rations and payment *in kind*:**

An employer shall not, as a condition of employment, require an employee to accept accommodation, meals or rations from the employer or from any person or at any place nominated by the employer. An employer shall not, as a condition of employment, require an employee to receive any *in kind* form of payment in lieu of salaries or a part thereof.

(10) **Spares or relievers:**

If an employee works as a "spare" or "reliever", the employee will be employed on a full time basis, at the rate for the relevant category of employment, and the employer must pay the employee the amount that the employee would ordinarily have earned even if that employee had not been placed at a post.

(11) **Deductions:**

An employer shall not levy any fines against an employee nor make any deductions from the employee's remuneration other than the following –

- (a) Other than clause 4(11)(c), by agreement with the employee in writing, in respect of a debt specified in the agreement, or
- (b) A deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (c) To reimburse the employer for loss or damage only if –
 - (i) the loss or damage occurred in the course of employment and was due to the fault of the employee,
 - (ii) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deduction should not be made,
 - (iii) the total amount of the debt does not exceed the actual amount of the loss or damage, and
 - (iv) the total monthly deductions from the employee's remuneration in terms of this sub clause do not exceed one quarter of the employee's gross monthly remuneration in money.
 Proviso (iv) shall not apply where the contract of employment is terminated.
- (d) With the written consent of the employee, a deduction for any medical, insurance, savings, provident or pension fund, or in respect of subscriptions to a trade union, other than compulsory statutory deductions and/or contributions;
- (e) Whenever the ordinary hours of work are reduced because of short time, a deduction not exceeding the amount of the employee's, other than a casual employee, hourly equivalent wage in respect of each hour of such reduction:

Provided that –

 - (i) such deduction shall not exceed one third of the employee's salary, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - (ii) no deduction shall be made in the case of short time arising from slackness of business, unless the employer has given an employee notice on the previous working day of the employer's intention to reduce the ordinary hours of work;
 - (iii) no deduction shall be made in the case of short time owing to a breakdown of plant or machinery or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer has given an employee notice on the previous day that no work will be available.
- (f) With the written consent of an employee, a deduction towards the repayment of any amount loaned or advanced to the employee by the employer.

Provided that –

- (i) any such deduction shall not exceed one third of the total remuneration due to the employee on the payday concerned;
- (ii) no such deduction shall be made in respect of any period during which the

employee's salary is reduced in terms of sub clause 11(e);
Sub clause 11(f)(i) and (ii) shall not apply where the contract of employment is terminated.

- (g) A deduction in accordance with the provisions of clause 9(9); and
- (h) any other deduction made at the written request of the employee and with the agreement of the employer: Provided that if the purpose of such deduction is the payment of any amount to any banking institution, building society, insurance business, registered financial institution, local authority, the State or any third party, the employer shall make such payment to such institution in accordance with the request of the employee within the timeframe indicated in such request, or where no timeframe is indicated, within one week.

5. ORDINARY HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

- (1) An employer shall not require or permit an employee to work more ordinary hours of work than provided for from the date of implementation of this determination –
 - (a) a security officer, -
 - (i) 48 in any week; and
 - (ii) Subject to sub-paragraph (i) 12 hours on any day.
 - (b) Any other category of employee; -
 - (i) 45 in any week; and
 - (ii) subject to subparagraph (i), in the case of an employee who normally works on –
 - (aa) not more than five days in a week, nine (9) on any day; and
 - (ab) more than five days in a week, eight (8) on any day.

(2) Averaging of Working Hours:

Despite sub clause (1), the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months, in terms of a written agreement.

- (a) An employer may not require or permit an employee who is a security officer to work more than –
 - (i) an average of 48 ordinary hours of work in a week over the agreed period; and
 - (ii) an average of ten hours overtime in a week over the agreed period .
- (b) Any employee whose hours are averaged in terms hereof must be paid at the premium hourly rate in respect of all work performed on a Sunday or public holiday, as per clauses 7 and 8.
- (c) Any employee whose hours are averaged in terms hereof will still take, and the employer shall grant, a weekly free period of at least 36 hours or a fortnightly free period of at least 60 hours in terms of sub clause (10).

(3) Compressed working week :

An agreement in writing may require or permit an employee to work up to 12 hours in a day, without receiving overtime pay. No such agreement may require or permit an employee to work –

- (a) more than 48 ordinary hours in any week, with the exception of the arrangements in respect of security officers in terms of sub clauses (1)(a);
- (b) more than 10 hours overtime in any week; or
- (c) on more than five days in any week.

(4) Meal intervals:

- (a) An employer must give an employee who works continuously for more than five hours a meal interval of at least one continuous hour.
- (b) During a meal interval an employee may be required or permitted only duties that cannot be left unattended and cannot be performed by another employee.
- (c) An employee must be remunerated –
 - (i) for a meal interval in which the employee is required to work or is required to be available for work; and

- (ii) For any portion of a meal interval that is in excess of 75 minutes, unless the employee lives on the premises at which the workplace is situated.
 - (d) For the purposes of sub clause (a), work is continuous unless it is interrupted by an interval of at least 30 minutes.
 - (e) An agreement in writing may –
 - (i) reduce the meal interval to not less than 30 minutes;
 - (ii) Dispense with a meal interval for an employee who works fewer than six hours.
 - (f) No deduction in respect of a meal interval shall reduce the employee's monthly salary, as specified in this determination or any amendment thereto.
- (5) **Rest intervals:**
An employer shall grant to each employee, other than a driver or a security officer, a rest period of not less than 15 minutes as practicable in the middle of the first and second work periods of the day, and during which intervals such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.
- (6) **Hours of work to be consecutive:**
Save as provided in sub clause (4), all hours of work of an employee on any day shall be consecutive.
- (7) **Night Work:**
- (a) An employer may only require or permit an employee to perform night work if –
 - (i) the employee is compensated by the payment of an allowance, as per clause 3(6); and
 - (ii) public or other transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.
 - (b) An employer who requires an employee to perform work on a regular basis after 23:00 and before 06:00 the next day must inform the employee in writing, or orally, if the employee is not able to understand a written communication, in a language that the employee understands –
 - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
 - (ii) of the employee's right to undergo a medical examination in terms of sub clause (7)(c).
 - (c) At the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards -
 - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
 - (ii) at appropriate intervals while the employee continues to perform such work; and
 - (d) Transfer the employee to suitable day work within a reasonable time if –
 - (i) the employee suffers from a health condition associated with the performance of night work; and
 - (ii) if it is practicable for the employer to do so.
 - (e) For the purposes of sub clause (7)(b), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or fifty times per year.
- (8) **Limitation of overtime:**
The need to work overtime shall be at the sole discretion of the employer and an employer shall not require or permit an employee to work overtime otherwise than in terms of an agreement concluded by the employer with the employee and such overtime shall not exceed –
- (a) 3 hours on any day; or
 - (b) 10 hours in any week.

Provided that the weekly limitation may be increased to 12 in terms of a written agreement between the employer and employee.

- (9) **Payment for overtime:**

An employer shall pay an employee who works overtime, of any nature, at a rate of not less than one and a half times the employee's hourly equivalent wage in respect of the total overtime period so worked by such employee.

(10) **Rest periods:**

- (a) An employer must allow an employee –
- (i) a daily rest period of at least 12 consecutive hours between the normal ending and recommencing work; and
 - (ii) a weekly rest period of at least 36 consecutive hours.
- (b) A daily rest period in terms of sub clause (10)(a) may, by written agreement, be reduced to 10 hours for an employee –
- (i) who lives on the premises at which the workplace is situated; and
 - (ii) whose meal interval lasts for at least three hours.
- (c) Despite sub clause (10)(a)(ii), an agreement in writing may provide for –
- (i) a rest period of at least 60 consecutive hours every two weeks; or
 - (ii) an employee's weekly rest period to be reduced by up to eight hours in any week; if the rest period in the following week is extended equivalently.

(11) **Exceptions:**

- (a) Sub clauses (4), (5), (6) and (8) shall not apply to an employee while an employee is engaged in emergency work.
- (b) Sub clause (4) shall not apply to an employee wholly or mainly engaged in the tending, feeding or cleaning of animals.

6. ANNUAL BONUS

- (1) An employer shall pay to every security officer, for each month that the employee was paid or entitled to be paid in respect of each completed 12 months of service with such employer, an annual bonus, subject to the conditions of sub clauses (2) and (3) below, calculated as follows:

$$\frac{A - (B \times C)}{12}$$

Where

- A = Security officer's monthly salary at the date upon which the bonus is payable
- B = Security officer's hourly equivalent rate of pay at the date upon which the bonus is payable
- C = The number of hours worked short due to absenteeism and/or latecoming; i.e. unauthorised absenteeism

Provided that –

- (i) only unauthorised hours of absence shall be used in determining the figure "C" in the above formula,
 - (ii) any period of approved absence, including but not limited to, annual leave, sick leave, maternity leave, study leave, family responsibility leave and protected industrial action shall not be used to reduce the bonus payable in terms of this clause, and
 - (ii) any employee who is scheduled to perform duties as a spare and is not utilised for that shift shall suffer no detriment for the duration of the shift in the accumulation of his/her annual bonus.
- (2) The annual bonus shall be paid on the anniversary of the security officer's date of employment with the employer unless the employer and a representative trade union and/or the security officer mutually agree in writing upon another date.
- (3) The annual bonus shall be calculated as per sub clause (1) at the ordinary salary rate as at the date that the annual bonus falls due and paid to the security officer as per sub clause (2).
- (4) In the event that the employee's contract of employment ends before the end of any subsequent 12 month cycle with then same employer, for any reason other than resignation or dismissal for misconduct, poor performance not related to incapacity or ill health, the employee must receive a prorated share of the bonus for the period of the year that he/she has worked.

7. COMPENSATION FOR WORK ON A PUBLIC HOLIDAYS

- (1) An employer may not require an employee to work on a public holiday except in accordance with an agreement.
- (2) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay –
 - (a) an employee who does not work on the public holiday, at least the salary that the employee would ordinarily have received for work on that day, already included in the monthly salary;
 - (b) an employee who does work on the public holiday-
 - (i) at least double the amount referred to in (a)
 - (ii) if it is greater the amount referred to in paragraph (a) plus the amount earned by the employee for the time worked on that day
- (3) If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to double the employee's ordinary salary for the period worked.
- (4) An employer must pay an employee for a public holiday on the employee's usual payday.
- (5) If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.
- (6) If the public holiday falls on a Sunday, the following Monday will be deemed to be the public holiday in lieu of the Sunday. The Sunday shall be remunerated at the relevant premium payment for that day.
- (7) In terms of Section 2(2) of the Public Holidays Act (Act 36 of 1994), a public holiday is exchangeable for any other that is fixed by agreement or agreed to between the employer and the employee.
- (8) Compensation to a casual employee for work on a public holiday:
 - (a) Whenever a casual employee works on a public holiday, the employer shall pay the employee in respect of the total period worked by the employee on such day an amount calculated at a rate of not less than double the hourly wage prescribed for a full-time employee in the same area who performs the same class of work as the casual employee is required to do.

Provided that where the employer requires a casual employee to –

 - (i) perform the work of a class of employee for whom salaries on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage for a qualified employee of that class as calculated in terms of clause 3(5)(b);
 - (ii) work for less than four hours on such a day, an employee shall be deemed to have worked for four hours

8. COMPENSATION FOR WORK ON A SUNDAY

- (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 one and a half times the employee's salary for each hour worked.
- (2) If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of sub clause (1) is less than the employee's ordinary daily salary, the employer must pay the employee the employee's ordinary daily salary.
- (3) Despite sub clauses (1) and (2), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of sub clauses (1) and (2).
- (4) An employer must grant paid time off in terms of sub clause (3) within one month of the employee becoming entitled to it.
- (5) An agreement in writing may increase the period contemplated by sub clause (4) to 12 months.
- (6) Compensation to a casual employee for work on a Sunday:

- (a) Whenever a casual employee works on a Sunday, the employer shall pay the employee in respect of the total period worked by the employee on such day an amount calculated at a rate of not less than double the hourly wage prescribed for a full-time employee in the same area who performs the same class of work as the casual employee is required to do.
Provided that where the employer requires a casual employee -
- (i) to perform the work of a class of employee for whom salaries on a rising scale is prescribed, the expression "hourly wage" shall mean the hourly equivalent for a qualified employee of that class as calculated in term of clause 3(5)(b);
 - (ii) to work for less than four hours on such a day, an employee shall be deemed to have worked for four hours.
- (7) **Payment :**
The remuneration payable in terms of this clause to an employee, other than a casual employee, shall be paid to the employee not later than the normal pay-day immediately after the day in respect of which such remuneration is payable.

9. ANNUAL LEAVE

- (1) In this clause "annual leave cycle" means the period of 12 months employment with the same employer immediately following –
- (a) an employee's commencement of employment; or
 - (b) the completion of that employee's prior leave cycle.
- (2) The employer must grant an employee at least 21 consecutive days annual leave paid in accordance with sub clause (14) below, in respect of each annual leave cycle.
- (3) The leave entitlement for any employee who has completed three years uninterrupted employment with the same employer, shall be increased to by three additional days paid annual leave.
- (a) As from the third year of effectiveness of this determination, 1 September 2017, this entitlement will come into effect after two three years uninterrupted employment with the same employer.
- (4) An employee is entitled to take leave accumulated in an annual leave cycle, in terms of sub clause (2), on consecutive days.
- (5) An employer must grant, and an employee must take, annual leave not later than six months after the end of the annual leave cycle.
- (6) An employer may not require or permit an employee to take annual leave during –
- (a) any other period of leave to which an employee is entitled in terms of this determination; or
 - (b) any period of notice of termination of employment.
- (7) Despite sub clause (6), an employer must permit an employee, at the employee's written request, to take paid leave during a period of unpaid leave, subject to availability.
- (8) An employer must pay an employee leave pay on the employee's usual payday.
- (9) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave, calculated at the employee's rate of remuneration, granted to the employee at the employee's request during that leave cycle.
- (10) An employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked.
- (11) An employer may not require or permit an employee to work for the employer during any period of annual leave.
- (12) Annual leave must be taken –
- (a) in accordance with an agreement between the employer and the employee; or
 - (b) if there is no agreement in terms of sub clause (12)(a), at a time determined by the employer in accordance with this section.
- (13) An employer may not pay an employee instead of granting paid leave in terms of this clause, except –

- (a) upon termination of employment; and
 - (b) in accordance with clause 23(9).
- (14) An employer must pay an employee leave pay at least equivalent to the ordinary salary payable to the employee for the ordinary hours the employee would normally have worked during the period of annual leave, calculated at the employee's rate of remuneration immediately before the beginning of the period of annual leave, as per the following formula:

$$\text{"A"} \times \frac{21 \text{ Consecutive days}}{7 \text{ days per week}} = \text{"B"}$$

Where -

- "A" equals the number of ordinary hours normally worked by the employee per week, and
- "B" equals the number of paid leave hours entitlement

- (15) An employee who has become entitled to a period of leave prescribed in sub clause (1), read with sub clause (9), and whose employment terminates before such leave has been granted and been taken, shall, upon such termination be paid the amount an employee would have received, in respect of the leave, had the leave been granted to the employee and taken by the employee as at the date of the termination, calculated in terms of sub clause (2).

10. SICK LEAVE

- (1) In this clause "sick leave cycle" means the period of 36 months uninterrupted employment with the same employer immediately following
- (a) an employee's commencement of employment; or
 - (b) the completion of that employee's prior sick leave cycle.
- (2) During every sick leave cycle an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.
- (3) Despite sub clause (2), during the first six months of employment, an employee is entitled to one day's paid sick leave for every 26 ordinary days worked.
- (4) During an employee's first sick leave cycle an employer may reduce the employee's sick leave entitlement to sick leave in terms of sub clause (2) by the number of days sick leave taken in terms of sub clause (3).
- (5) Subject to clause 10A, an employer must pay an employee for a day's sick leave –
- (a) the ordinary salary the employee would have received, excluding any allowances; and
 - (b) on the employee's usual pay day.
- (6) An agreement may reduce the pay to which an employee is entitled in respect of any day's absence in terms of this section if –
- (a) the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - (b) the employee's entitlement to pay –
 - (i) for any day's sick leave is at least 75 per cent of the salary payable to the employee for the ordinary hours the employee would have worked on that day; and
 - (ii) for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of sub clause (2)

10A. PROOF OF INCAPACITY

- (1) An employer is not required to pay an employee in terms of clause 10 if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.
- (2) A medical certificate in terms of sub clause (1) must be issued and signed by –
- (a) A medical practitioner; or
 - (b) Any other person who is certified to diagnose and treat patients and who is registered with a

professional council established by an Act of Parliament.

11. FAMILY RESPONSIBILITY LEAVE

- (1) This section applies to an employee –
 - (a) who has been in employment with an employer for longer than four months; and
 - (b) who works for at least four days a week for that employer.
- (2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, five days paid leave, which the employee is entitled to take –
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick; or
 - (c) in the event of the death of –
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, parent in law, grandparent, child, adopted child, grandchild or sibling.
- (3) An employer must pay an employee for a day's family responsibility leave –
 - (a) the ordinary salary the employee would have received for a day worked; and
 - (b) on the employee's usual payday.
- (4) An employee may take family responsibility leave in respect of the whole or part of a day.
- (5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub clause (2) for which the leave was required.
- (6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual cycle in which it accrues.

12. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive month's maternity leave.
- (2) An employee may commence maternity leave –
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (5) An employee must notify her employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
 - (a) commence maternity leave; and
 - (b) return to work after maternity leave.
- (6) Notification in terms of sub clause (5) must be given –
 - (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.
- (7) The payment of maternity benefits will be determined by the Minister subject to the provisions of the Unemployment Insurance Act, 1966 (Act No. 30 of 1966)
- (8) During the period of maternity leave the employer shall continue to contribute the provident fund monthly premium in respect of both the employer and employee contributions, the latter not to be recovered upon the return of the employee to work.
- (9) During the period of maternity leave the employer shall continue to contribute the employee's Private Security Industry Regulatory Authority monthly subscription fees, this not to be recovered upon the return of the employee to work.

12A. MATERNITY BENEFITS

A female security officer who remains in the permanent employ of the same employer for a period of at least three years shall be entitled to an amount equivalent to 34% (thirty four per cent) of her basic monthly salary for a period not exceeding four months during any period of maternity leave, as a supplement to her UIF benefits.

13. STUDY LEAVE

Every employee with a minimum of one year uninterrupted employment with the same employer shall be entitled to 6 (six) days paid study leave in any year, in respect of any study at a tertiary establishment, subject to acceptable proof of such studies being presented to the employer prior to the study leave being granted.

14. SERVICE BENEFIT

Each security officer shall, upon completion of the following period of uninterrupted service with the same employer, calculated from 19 February 2007, receive a once-off service benefit payment of not less than –

- (a) R500.00 (five hundred rand) after 5 (five) years,
- (b) R1,000.00 (one thousand rand) after 10 (ten) years, and
- (c) R5,000.00 (five thousand rand) after 20 (twenty) years.

15. TRANSFER ALLOWANCE

- (1) An employer shall pay a security officer a transfer allowance of not less than R100.00 (one hundred rand) per month under the following circumstances –
 - (a) If the transfer is permanent, the employee shall be entitled to the transfer allowance for a period of not more than 12 (twelve) months after the date of transfer;
 - (b) If the Employee is transferred for a period exceeding six months but not exceeding twelve months, he/she shall be entitled to receive the transfer allowance for the equivalent number of months as the transfer;
 - (c) All transfer allowance payments are subject to the following conditions:
 - (i) The employer requires the security officer to transfer on a permanent basis of for a period exceeding six months and;
 - (ii) The security officer is transferred to a site or other such business which is in excess of 60 kilometres away from the deployment of the security officer at the time of the transfer
 - (iii) This clause does not apply in the event of –
 - (aa) a transfer arising from an offer of alternate employment by the employer during a consultation process conducted in terms of Section 189 of the Labour Relations Act (Act 66 of 1995); or
 - (ab) that the transfer of an employee as a result of a request for such transfer by the employee.

16. WRITTEN PARTICULARS OF EMPLOYMENT

- (1) An employer must supply an employee, when the employee commences employment, with the following particulars in writing –
 - (a) the full name and address of the employer;
 - (b) the name and occupation of the employee or a brief description of the work for which the employee is employed;
 - (c) the places of work and, where the employee is required or permitted to work at various places, an indication of this;
 - (d) the date on which the employment began;
 - (e) the employee's ordinary hours of work and days of work;
 - (f) the employee's salary or the rate and method of calculating salary;
 - (g) the rate of pay for overtime work;
 - (h) any other payments to which the employee is entitled;
 - (i) how frequently remuneration will be paid;
 - (j) any deductions to be made from the employee's remuneration;
 - (k) the leave to which the employee is entitled;

- (l) the period of notice required to terminate employment, or if the employment is for a specified period, the date when employment is to terminate;
 - (m) a description of any council or sectoral determination which covers the employer's business;
 - (n) any period of employment with a previous employer that counts towards the employee's period of employment;
 - (o) a list of any other documents that form part of the contract of employment, indicating a place that is readily accessible to the employee where a copy of each may be obtained.
- (2) When any matter listed in sub clause (1) changes, the written particulars must be revised to reflect the change and the employee must be supplied with a copy of the document reflecting the change.
- (3) If an employee is not able to understand the written particulars, the employer must ensure that they are explained to the employee in a language and in a manner that the employee understands.
- (4) Written particulars of this section must be kept by the employer for a period of three years after the termination of employment.

17. KEEPING OF RECORDS

- (1) Every employer must for all employees in his current employ keep a record containing at least the following information –
- (a) the employee's name and occupation;
 - (b) the time worked by each employee;
 - (c) remuneration paid to each employee;
 - (d) the date of birth of any employee under 18 years of age; and
 - (e) any other prescribed information.
- (2) A record in terms of sub clause (1)(b) and (1)(c) must be kept by the employer for a period of three years from the date of the last entry in the record of which the most recent six months record must be hard copy and older may be kept electronically.
- (3) No person may make a false entry in a record maintained in terms of sub clause (1).
- (4) An employer who keeps a record in terms of this clause is not required to keep any other record of time worked and remuneration paid as required by any other employment law.
- (5) An employer must for all employees who have left his employ keep the above records for a period of three years of which the most recent six months records as per (1)(b) and (1)(c) must be hard copy.

18. PRESUMPTION AS TO WHO IS AN EMPLOYEE

- (1) Any person on contract performing the duties of a security officer, as defined in sub clauses 2(59) to 2(64), as well as any person on contract performing the duties of other categories, as defined herein, except for managers.
- (2) Until the contrary is proved, a person who works for, or provides services to, any other person is presumed, regardless of the form of the contract, to be an employee, if any one or more of the following factors are present –
- (a) the manner in which the person works is subject to the control or direction of another person;
 - (b) the person's hours of work are subject to the control or direction of another person;
 - (c) in the case of a person who works for an organisation, the person forms part of that organisation;
 - (d) the person has worked for that person for an average of at least 40 hours per month over the last three months;
 - (e) that person is economically dependent on the person for whom they work or provide services;
 - (f) the person is provided with their tools of trade or work equipment by that person; or
 - (g) the person only works for or supplies services to one person.

19. WEAPONS, UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

- (1) An employer shall –
 - (a) provide free of charge any weapon, ammunition, tool, whistle or other equipment which a security officer, in the performance of the employee's duties, needs or is required to use for self defence or apprehension;
 - (b) Provide, free of charge, new footwear and two sets of daily washable uniform items, as well as any other protective clothing which an employee is required by any law to provide for an employee.
- (2) Any article provided by an employer in terms of sub clause (1) shall remain the employer's property.
- (3) An employer who provides an employee with any such apparel, may require the employee to clean it in the employee's own time, in which event the employer shall pay the employee not less than R30.00 per month, which shall however not be payable during periods of absence from work.
- (4) No employer shall make any deduction from the salary of any employee in regard to any article provided to that employee in terms of sub clause (1): Provided that where an article is found by a fair procedure to have been lost or damaged by an employee, excluding damage arising from the performance of the employee's duties or normal wear and tear, an employer may, notwithstanding anything to the contrary in this determination, recover the replacement cost of such article from the employee by making a deduction over an appropriate period from that employee's salary. Further, provided that such monthly deduction shall not exceed one tenth of the employee's monthly remuneration, except upon termination of employment, when the full balance in respect of the replacement value of such missing or damaged items due to the employer shall be deducted.
- (5) No employer shall collect or deduct any form of uniform deposit from any employee.

20. TEMPORARY EMPLOYMENT SERVICES, LABOUR BROKERS AND INDEPENDENT CONTRACTORS

- (1) Employers shall abide by the provisions of the Labour Relations Act, Act 66 of 1995, as amended, in respect of Temporary Employment Services, Labour Brokers and Independent Contractors.
- (2) Notwithstanding the above, no employer may use the services of a Temporary Employment Services, Labour Brokers or Independent Contractors unless the Temporary Employment Service, Labour Broker or Independent Contractor provides the employer with satisfactory proof that it is in compliance with –
 - (a) Sectoral Determination 6;
 - (b) the Unemployment Insurance Act;
 - (c) the Compensation for Occupational Injuries and Diseases Act.
 - (d) the South African Revenue Services, and is in possession of an IT30 tax certificate; and
 - (e) the rules of the Private Security Sector Provident Fund.
- (3) The provisions of sub clause 20(2) shall not apply to Alarm Installers and Employment Agencies.
- (4) Disguised employment relationships, including those involving self-employed security guards, may be tested according to the factors in clause 18

21. PROHIBITION OF EMPLOYMENT OF CHILDREN

- (1) No person may employ a child –
 - (a) who is under 15 years of age; or
 - (b) who is under the minimum school-leaving age in terms of any law, if this is 15 or older.
- (2) No person may employ a child in employment –
 - (a) that is inappropriate for a person at that age; or
 - (b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.
- (3) A person who employs a child in contravention of sub clause (1) or (2) commits an offence.

22. PROHIBITION OF FORCED LABOUR

- (1) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.
- (2) No person may, for the employee's own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of sub clause (1).
- (3) A person who contravenes sub clauses (1) or (2) commits an offence.

23. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) Subject to sub clause (6)(b), a contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than –
 - (a) one week, if the employee has been employed for four weeks or less;
 - (b) two weeks, if the employee has been employed for more than four weeks but less than one year; and
 - (c) four weeks, if the employee has been employed for one year or more.
- (2) A collective agreement may not permit a notice period shorter than required by sub clause (1).
- (3) No agreement may require or permit an employee to give a period of notice longer than that required of the employer.
- (4)
 - (a) Notice of termination of a contract of employment must be given in writing, except when it is given by an illiterate employee.
 - (b) If an employee who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.
- (5) Notice of termination of a contract of employment given by an employer or an employee must not –
 - (a) be given during any period of leave to which the employee is entitled in terms of clause 9; and
 - (b) run concurrently with any period of leave to which the employee is entitled in terms of clause 9(1) except sick leave.
- (6) Nothing in this clause affects the right –
 - (a) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law; and
 - (b) of an employer to terminate a contract of employment without notice for any cause recognised by law.
- (7) Instead of giving an employee or employer notice in terms of sub clause (1), an employer may pay the employee the remuneration the employee would have received, calculated in accordance with sub clause (1), as if the employee had worked during the notice period.
- (8) If an employee gives notice of termination of employment and the employer waives any part of the notice, the employer must pay the remuneration referred to in sub clause (7), unless the employer and employee agree otherwise.
- (9) On termination of employment, an employer must pay an employee -
 - (a) remuneration in respect of –
 - (i) ordinary time worked, calculated in terms of clause 5;
 - (ii) overtime worked, calculated in terms of clause 5(9);
 - (iii) time worked on a Sunday, calculated in terms of clause 8; and
 - (iv) time worked on a public holiday or in respect of a public holiday on which the employee would normally have worked if it had not been a public holiday, in terms of clause 7;
 - (b) remuneration calculated in accordance with clause 9(15) for any period of annual leave due in terms of clause 9(2) that the employee has not taken;
 - (c) if the employee has been in employment longer than four months, in respect of the employee's annual leave entitlement during an incomplete annual leave cycle, at a rate of one day's remuneration in respect of every 17 ordinary days on which the employee worked or was entitled to be paid.

24. SEVERANCE PAY

- (1) For the purposes of this clause, “operational requirements” means requirements based on the economic, technological, structural or similar needs of an employer.
- (2) An employer must pay an employee who is dismissed for reasons based on the employer’s operational requirements severance pay equal to at least one week’s remuneration for each completed year of continuous service with that employer, calculated in accordance with clause 3.
- (3) An employee who unreasonably refuses to accept the employer’s offer of alternative employment with that employer or any other employer, is not entitled to severance pay in terms of sub clause (2).
- (4) The payment of severance pay in compliance with this clause does not affect an employee’s right to any other amount payable according to law.
- (5) If there is a dispute only about the entitlement to severance pay in terms of this section, the employee may refer the dispute in writing to –
 - (a) a council, if the parties to the dispute fall within the registered scope of that council; or
 - (b) the CCMA, if no council has jurisdiction.
- (6) The employee who refers a dispute to the council or the CCMA must satisfy it that a copy of the referral has been served on all other parties to the dispute.
- (7) If the dispute remains unresolved, the employee may refer it to arbitration.
- (8) If the Labour Court is adjudicating a dispute about a dismissal based on the employer’s operational requirements, the Court may inquire into and determine the amount of any severance pay to which the employee may be entitled and the Court may make an order directing the employer to pay that amount.

25. CERTIFICATE OF SERVICE

- (1) On termination of employment an employee is entitled to a certificate of service stating –
 - (a) the employee’s full name and identity number;
 - (b) the name and address of the employer;
 - (c) a description of any bargaining council or sectoral employment standard by which the employer’s business is covered;
 - (d) the date of commencement and date of termination of employment;
 - (e) the title of the job or a brief description of the work for which the employee was employed at the date of termination;
 - (f) the remuneration at date of termination; and
 - (g) if the employee so requests, the reason for termination of employment.

26. ATTENDANCE REGISTER

- (1) An employer shall maintain an attendance register, in which the employer shall record in ink or indelible pencil the name and class of each of the employees for each day worked and on that day make the necessary entries in respect of items (i) to (vi) of sub clause (3)(a).
- (2) An employer may, instead of an attendance register, provide an automatic or semi-automatic time recorder which records substantially the same information as is required to be kept in the attendance register specified in sub clause (1).
- (3) Every employer shall, in respect of each day worked by an employee on that day –
 - (a) record in ink, indelible pencil or electronically in such attendance register referred to in sub clause (1) –
 - (i) the day of the week;
 - (ii) the time an employee commenced work;
 - (iii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work;
 - (iv) the time of finishing work for the day;
 - (v) the time of commencement and termination of overtime worked for the day; and

- (vi) the total amount of hours worked for the day.
- (b) in an establishment where an automatic or semi-automatic time recorder is provided, make an entry by means of such recorder to show the following –
 - (i) the time of commencement of work;
 - (ii) the time of commencement and termination of all meal or other intervals which are not reckonable as ordinary hours of work; and
 - (iii) the time of finishing work for the day.
- (4) An employer shall retain such attendance register referred to in sub clause (1) or the information recorded by a semi-automatic time recorder referred to in sub clause (2), as case may be, for a period of not less than three years after the date of the last entry therein or thereon. Such register may be kept in electronic form.

27. PRIVATE SECURITY SECTOR PROVIDENT FUND

(1) Membership

- (a) Each employee, subject to the exclusions in clause 1(4), who falls within the definition of eligible employee as contained in the fund rules, shall, on or after coming into operation of this determination, become a member of the Private Security Sector Provident Fund (PSSPF).
- (b) If an employee who has become a member of the Fund ceases to fall within the scope of this determination owing to the employee ceasing to be employed in the Private Security Sector or as a result of the employee no longer being classified as an eligible member, as defined, the employee shall cease to be a member of the Fund and the payment of withdrawal benefit will be made to the member as provided for in the Fund Rules.

(2) Contributions

Contributions shall be made by employers and employees from the date of operation of this determination as specified hereunder –

- (a) The employer shall each month deduct from the earnings of each employee in respect of each month, or part thereof, an amount equal to 7.5% (seven and a half per cent) of the employees Fund Salary, being contributions to the Provident Fund, and employers shall make an equal contribution to the Provident Fund.
- (b) When an employee is on approved leave with full pay, or with less than full pay, the employee shall contribute to the Fund, in accordance with sub clause (2)(a), and the employer shall continue to contribute in respect of the employee, in accordance with sub clause (2)(a), and all benefits under the Fund in respect of the employee shall be maintained.
- (c) If an employee is on approved leave without pay, no contributions shall be made by the employee in terms of sub clause (2)(a), but the employer shall continue to contribute the employers portion of the contribution, in order that the death, disability and funeral benefits shall continue to be payable –
 - (i) throughout the period of leave, if the employee's leave is due to sickness; or
 - (ii) for not longer than six months, if the employee's leave is due to reasons other than sickness.
- (d) The amount payable in each month in terms of this clause shall be deposited by the employer directly into the Fund's bank account by no later than the 7th day of the month immediately following the month in which deductions and contributions were made and shall be as follows –
 - (i) in South African currency;
 - (ii) in cash, by cheque or by direct deposit into an account designated by the administrators; and
 - (iii) together with such particulars as are required in terms of the Retirement Funds Act and/or by the Board;
 - (iv) the contributions payable shall constitute an amount calculated at a rate of not less than the total contributions set out in sub clause (2)(a) of the employee's salary or as amended by the Board from time to time;
 - (v) such amount as referred to in sub clause (2)(b) shall constitute an equal contribution by an employer and employee.

- (e) If any amount which falls due in terms of this clause is not received in full by the administrator of the Fund by the 7th day of the month following the month for which the amount is payable, then the employer is liable to pay penalty interest in accordance with section 13A of the Pension Fund Act.
 - (f) Any deductions in terms of this clause will not be in violation of clause 4(11)(d) of this determination.
- (3) **Administration and provision of the Fund**
In order to realise the objects of the Fund the trustees shall –
- (a) directly control and oversee the operation of the Fund in accordance with the Fund Rules and the Pension Fund Act;
 - (b) enter into an agreement with an administrator to administer the Fund; and
 - (c) At their elections –
 - (i) enter into an agreement with a registered insurance company; or
 - (ii) establish a self-insurance arrangement or cell captive arrangement to provide Death, Disability and/or Funeral benefits.
- (4) **Fund Rules**
- (a) The Fund Rules constitute the rules that govern the Private Security Sector Provident Fund.
 - (b) In the event of any discrepancy between this sectoral determination and the Fund Rules, the Fund Rules will apply.
- (5) **Exemption Criteria**
- (a) The following criteria for an exemption from the Private Security Sector Provident Fund will apply, provided that –
 - (i) If the employer, prior to the publication of Gazette Notice No. 306 of 30 March 2001, had an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in Sectoral Determination 6, as amended or replaced.
 - (ii) If the employer, prior to the publication of Gazette Notice No. 306 of 30 March 2001, did not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees for whom minimum wages are prescribed in Sectoral Determination 6, as amended or replaced, but before 30 March 2001, the employer and its employees have consulted in writing to commence negotiations for the establishment of a pension or provident fund for such employees.
 - (b) The Board will consider all applications for exemption from the provisions of the Private Security Sector Provident Fund. In the event that there is a dispute, the matter will be referred to the Department of Labour to be dealt with in terms of section 50 of the Basic Conditions of Employment Act, 75 of 1997.
 - (c) Applications will be in writing and addressed to the Board of the Private Security Sector Provident Fund. Applications shall comply with the following:
 - (i) Be fully motivated;
 - (ii) Be accompanied by relevant supporting data and financial information;
 - (iii) Applications that affect employees' conditions of service will not be considered unless the employees or their representatives have been properly consulted and their views fully recorded in an accompanying document;
 - (iv) Indicate the period for which the exemption is required.
 - (d) In considering the application the Board shall take into consideration all relevant factors, which may include, but shall not be limited to, the following criteria:
 - (i) Any special circumstances that exist;
 - (ii) Any precedent that may be set;
 - (iii) The interest of the industry as regards –
 - (aa) Unfair competition,
 - (ab) Collective bargaining,
 - (ac) Potential for labour unrest,
 - (ad) Increased employment.
 - (iv) The interest of employees as regards:
 - (aa) Exploitation,
 - (ab) Job preservation,
 - (ac) Sound Conditions of Employment,

- (ad) Possible financial benefits,
- (ae) Health and Safety,
- (ab) Infringement of basic rights.
- (v) The interest of the employer as regards:
 - (aa) Financial stability,
 - (ab) Impact on productivity,
 - (ac) Future relationship with employees' trade union,
 - (ad) Operational requirements.
- (e) If the application is granted, the Board will issue an exemption certificate, signed by the chairperson, containing the following particulars:
 - (i) The full name of the applicant;
 - (ii) The trade name of the applicant;
 - (iii) The period for which the exemption shall operate;
 - (iv) The date of issue; and
 - (v) The conditions of the exemption granted.
- (f) If the exemption is refused the Board shall specify its reasons for not granting the application, and which will be communicated to the applicant.
- (g) The Board shall retain a copy of the certificate and number each certificate sequentially.
- (h) An employer to whom a certificate of exemption has been issued shall at all times have the certificate available for inspection at his establishment.
- (i) Any application by an employer for exemption shall in no way whatsoever affect the employer's obligations, nor his employees' rights, with regard to the payment of all contributions and benefits in terms of the rules of that employer's retirement fund and/or his employees' conditions of employment during any period that the application is under consideration.
- (6) **Waiting period**
 - (a) An employee entering the private security sector for the first time and an employee who has been out of the sector for more than six months shall be required to wait for a period of four months before joining the fund.
 - (b) An employee with at least four months uninterrupted service in the private security industry, not necessarily with the same employer, shall join the fund immediately upon joining a new employer.
- (7) **Special provision during waiting period**
 - (a) Every employee shall, during the waiting period set out in subclause (6), enjoy risk cover in respect of death and disability benefits, as well as the fund funeral scheme, which contribution, totalling 5% (five percent) of the Fund Salary, per month shall be borne equally between the employer and the employee.
 - (b) This risk cover shall apply as from the first day of employment and shall be submitted to the fund administrators at the end of every month.

28. EMPLOYERS TO KEEP A COPY OF THIS DETERMINATION

Every employer upon whom this Determination is binding must -

- (a) keep a copy of this Sectoral Determination available in the workplace at all times;
- (b) make a copy available for inspection by an employee; and
- (c) give a copy of this Sectoral Determination
 - (i) to an employee who has paid the prescribed fee; and
 - (ii) free of charge, on request, to an employee who is a trade union representative or a member of a workplace forum.

29. VARIATION BY THE MINISTER

The Minister may make a determination to replace or exclude any basic condition of employment provided for in this determination in terms of section 50 of the Basic Conditions of Employment Act, 1997, upon motivated application by an employer and/or an employers' association.

30 SUPERSEDING OF PREVIOUS GOVERNMENT GAZETTES

All the provisions of Sectoral Determination 6: Private Security Sector, South Africa published under Government Notice No. 32524 dated 25 August 2009, Government Notice No. 35633 dated 28 August 2012 will and Government Notice No. 36110 dated 30 January 2013 be superseded by this determination with effect from 1 September 2015.