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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR**No. R. 804****13 June 2003****BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997****AMENDMENT OF SECTORAL DETERMINATION 6: PRIVATE SECURITY
SECTOR, SOUTH AFRICA**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby 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, published under Government Notice R.22873 of 30 November 2001 as amended by Government Notice R22175 of 30 March 2001 in accordance with the schedule hereto and fix the first Monday after publication of the notice as the date on which this amendment shall become binding.



**MMS MDLADLANA
MINISTER OF LABOUR**

1. Substitute subclause 3(1) and the wage table in clause 3 as reflected in Government Notice No 22175 of 30 November 2001 with the wage tables below:

3. REMUNERATION
(1) Minimum salary :

- (a) The minimum salary which an employer shall pay employees shall be as specified in subclauses (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 short or in excess of the monthly ordinary hours.
- (b) An employer shall pay to each member of the under mentioned classes of employees, other than casual employees, cargo security officers or ship security officers, the minimum salary specified hereunder :

MONTHLY SALARY RATES FOR THE FIRST YEAR OF OPERATION OF THIS DETERMINATION

	AREA 1		AREA 2		AREA 3		AREA 4		AREA 5		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	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	
Artisan	R2,486	R12,75	R2,268	R11,63	R2,172	R11,14	R1,913	R9,81	R1,714	R8,79	45
Clerical Assistant -											
During the first year of experience	R1,238	R6,35	R1,139	R5,84	R1,026	R5,26	R969	R4,97	R869	R4,44	45
During the second year of experience	R1,287	R6,60	R1,176	R6,03	R1,063	R5,45	R1,000	R5,13	R895	R4,59	
Thereafter	R1,332	R6,83	R1,229	R6,30	R1,115	R5,72	R1,037	R5,32	R926	R4,75	
Clerk -											
During the first year of experience	R1,353	R6,94	R1,246	R6,39	R1,141	R5,85	R1,053	R5,40	R942	R4,83	45
During the second year of experience	R1,359	R7,89	R1,464	R7,51	R1,305	R6,69	R1,195	R6,13	R1,071	R5,49	
During the third year of experience	R1,724	R8,84	R1,580	R8,10	R1,482	R7,60	R1,332	R6,83	R1,193	R6,12	
Thereafter	R1,915	R9,82	R1,751	R8,98	R1,642	R8,42	R1,468	R7,55	R1,316	R6,75	
Control or Communication Centre Operator	As for relevant Security Officer grading										
Controller	As for a Clerical Assistant										
Driver of a -											
Light motor vehicle	R1,305	R6,69	R1,211	R6,21	R1,098	R5,63	R1,014	R5,20	R909	R4,66	45
Medium motor vehicle	R1,523	R7,81	R1,406	R7,21	R1,294	R6,64	R1,182	R6,06	R1,059	R5,43	
Heavy motor vehicle	R1,658	R8,50	R1,533	R7,86	R1,422	R7,29	R1,277	R6,55	R1,147	R5,88	
General Worker -											
During the first six months service with the same employer	R1,104	R5,20	R992	R4,78	R837	R4,29	R794	R4,07	R710	R3,64	45
Thereafter	R1,102	R5,65	R1,022	R5,20	R913	R4,68	R866	R4,44	R774	R3,97	
Handyman	R1,443	R7,40	R1,340	R6,87	R1,231	R6,31	R1,123	R5,76	R1,006	R5,16	45
Security Officer -											
Grade A	R2,533	R12,18	R2,315	R11,13	R2,103	R10,11	R1,951	R9,38	R1,751	R8,42	48
Grade B	R2,086	R10,03	R1,901	R9,14	R1,714	R8,24	R1,587	R7,63	R1,425	R6,85	
Grade C	R1,556	R7,48	R1,437	R6,91	R1,286	R6,23	R1,215	R5,84	R1,082	R5,20	
Grade D	R1,387	R6,67	R1,269	R6,10	R1,154	R5,55	R1,075	R5,17	R969	R4,66	
Grade E	R1,300	R6,25	R1,196	R5,75	R1,080	R5,19	R1,015	R4,88	R911	R4,38	
Employees not elsewhere specified	R1,254	R6,43	R1,154	R5,92	R1,041	R5,34	R987	R5,06	R881	R4,52	45

Refer also to subclauses (5) and (6)

MONTHLY SALARY RATES FOR THE SECOND YEAR OF OPERATION OF THIS DETERMINATION

	AREA 1		AREA 2		AREA 3		AREA 4		AREA 5		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	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	
Artisan	R2,677	R13,73	R2,441	R12,52	R2,340	R12,00	R2,057	R10,55	R1,843	R9,45	45
Clerical Assistant - During the first year of experience During the second year of experience Thereafter	R1,334 R1,383 R1,427	R6,84 R7,09 R7,32	R1,267 R1,264 R1,316	R6,29 R6,48 R6,75	R1,106 R1,143 R1,195	R5,67 R5,86 R6,13	R1,041 R1,073 R1,110	R5,34 R5,50 R5,69	R930 R959 R991	R4,77 R4,92 R5,08	45
Clerk - During the first year of experience During the second year of experience During the third year of experience Thereafter	R1,457 R1,652 R1,827 R2,018	R7,47 R8,42 R9,37 R10,35	R1,342 R1,560 R1,675 R1,847	R6,88 R8,00 R8,59 R9,47	R1,229 R1,392 R1,570 R1,730	R6,30 R7,14 R8,05 R8,87	R1,133 R1,275 R1,412 R1,548	R5,81 R6,54 R7,24 R7,94	R1,012 R1,141 R1,264 R1,386	R5,19 R5,85 R6,48 R7,11	45
Control or Communication Centre Operator	As for relevant Security Officer grading										
Controller	As for a Clerical Assistant										
Driver of a Light motor vehicle Medium motor vehicle Heavy motor vehicle General Worker - During the first six months service with the same employer Thereafter Handyman	R1,404 R1,622 R1,757	R7,20 R8,32 R9,01	R1,305 R1,500 R1,626	R6,69 R7,69 R8,34	R1,182 R1,379 R1,505	R6,06 R7,07 R7,72	R1,090 R1,258 R1,353	R5,59 R6,45 R6,94	R977 R1,127 R1,215	R5,01 R5,78 R6,23	45
Security Officer - Grade A Grade B Grade C Grade D Grade E Employees not elsewhere specified	R1,092 R1,170 R1,554	R5,60 R6,00 R7,97	R1,004 R1,086 R1,443	R5,15 R5,57 R7,40	R901 R977 R1,326	R4,62 R5,01 R6,80	R854 R926 R1,209	R4,38 R4,75 R6,20	R763 R827 R1,082	R3,91 R4,24 R5,55	45
Security Officer - Grade A Grade B Grade C Grade D Grade E Employees not elsewhere specified	R2,633 R2,186 R1,656 R1,487 R1,400 R1,349	R12,66 R10,51 R7,96 R7,15 R6,73 R6,92	R2,407 R1,993 R1,529 R1,360 R1,288 R1,242	R11,57 R9,58 R7,35 R6,54 R6,19 R6,37	R2,186 R1,797 R1,379 R1,238 R1,163 R1,121	R10,51 R8,64 R6,63 R5,59 R5,25 R5,75	R2,028 R1,664 R1,292 R1,152 R1,092 R1,053	R9,75 R8,00 R6,21 R5,24 R5,25 R5,40	R1,820 R1,493 R1,150 R1,038 R980 R948	R8,75 R7,18 R5,53 R4,99 R4,71 R4,86	48
Refer also to subclauses (5) and (6)											

MONTHLY SALARY RATES FOR THE THIRD YEAR OF OPERATION OF THIS DETERMINATION

	AREA 1		AREA 2		AREA 3		AREA 4		AREA 5		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	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	Monthly Salary	Hourly equivalent	
Artisan	R2,773	R14,22	R2,609	R13,38	R2,504	R12,84	R2,205	R11,31	R1,975	R10,13	45
Clerical Assistant - During the first year of experience	R1,429	R7,33	R1,310	R6,72	R1,184	R6,07	R1,115	R5,72	R996	R5,11	45
During the second year of experience	R1,478	R7,58	R1,347	R6,91	R1,221	R6,26	R1,147	R5,88	R1,026	R5,26	
Thereafter	R1,523	R7,81	R1,400	R7,18	R1,273	R6,53	R1,184	R6,07	R1,057	R5,42	
Clerk - During the first year of experience	R1,560	R8,00	R1,433	R7,35	R1,314	R6,74	R1,215	R6,23	R1,084	R5,56	45
During the second year of experience	R1,745	R8,95	R1,652	R8,47	R1,478	R7,58	R1,357	R6,96	R1,213	R6,22	
During the third year of experience	R1,931	R9,90	R1,767	R9,06	R1,656	R8,49	R1,494	R7,66	R1,336	R6,85	
Thereafter	R2,122	R10,88	R1,938	R9,94	R1,815	R9,31	R1,630	R8,36	R1,458	R7,48	
Control or Communication Centre Operator	As for relevant Security Officer grading										
Controller	As for a Clerical Assistant										
Driver of a - Light motor vehicle	R1,503	R7,71	R1,394	R7,15	R1,264	R6,48	R1,168	R5,99	R1,047	R5,37	45
Medium motor vehicle	R1,722	R8,83	R1,589	R8,15	R1,461	R7,49	R1,336	R6,85	R1,197	R6,14	
Heavy motor vehicle	R1,856	R9,52	R1,716	R8,80	R1,587	R8,14	R1,431	R7,34	R1,283	R6,59	
General Worker - During the first six months service with the same employer	R1,170	R6,00	R1,074	R5,51	R963	R4,94	R917	R4,70	R817	R4,19	45
Thereafter	R1,248	R6,40	R1,156	R5,93	R1,039	R5,33	R989	R5,07	R881	R4,52	
Handyman	R1,665	R8,54	R1,542	R7,91	R1,420	R7,28	R1,297	R6,65	R1,164	R5,97	45
Security Officer - Grade A	R2,733	R13,14	R2,515	R12,00	R2,267	R10,90	R2,107	R10,13	R1,891	R9,09	48
Grade B	R2,286	R10,99	R2,082	R10,01	R1,878	R9,03	R1,743	R8,38	R1,564	R7,52	
Grade C	R1,756	R8,44	R1,618	R7,78	R1,460	R7,02	R1,371	R6,59	R1,221	R5,87	
Grade D	R1,587	R7,63	R1,450	R6,97	R1,319	R6,34	R1,231	R5,92	R1,100	R5,33	
Grade E	R1,500	R7,21	R1,377	R6,62	R1,244	R5,98	R1,171	R5,63	R1,050	R5,05	
Employees not elsewhere specified	R1,445	R7,41	R1,328	R6,81	R1,199	R6,15	R1,129	R5,79	R1,016	R5,21	45

Refer also to subclauses (5) and (6)

2. **Substitute sub clause 3(4) with the following clause**

- (4) **Calculation of salary :** The salary, overtime and Sunday time of an employee, other than a casual employee, a ship security officer or a cargo security officer, shall be calculated on an monthly basis and an employee shall be remunerated accordingly.
- (a) The monthly salary of an employee shall be as stipulated in the relevant column of the table in sub clause 3(1)(b).
- (b) Any hours in excess of the maximum daily or weekly 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 "hourly equivalent" figure in the relevant column of the table in subclause 3(1)(b).

Substitute sub clause 3(5) with the following clause

- (5) **Night shift allowance :** If the major portion 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.
- (a) The night shift allowance for the first year after promulgation of this agreement shall be R 1.35;
- (b) The night shift allowance for the first year after promulgation of this agreement shall be R 2.00; and
- (c) The night shift allowance for the first year after promulgation of this agreement shall be R 2.50.

3. **Substitute sub clauses 5(1), 5(2) and 5(3) as reflected in Government Notice No 22873 with the following sub clauses**

- (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 subparagraph (i), 12 on any day;
- (b) a ship security officer or cargo security officer; 12 on any day;
- (c) any other class 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 on any day; and
 - (ab) more than five days in a week, eight on any day.
- (2) **Averaging of Working Hours :** Despite subclause (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 as from the date of effectiveness of this determination; 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 subclause (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 hours in any week, with the exception of the arrangements in respect of security officers in terms of subclause (1)(a);
 - (b) more than 10 hours overtime in any week; or
 - (c) on more than five days in any week.

4. Substitute clause 6 as reflected in Government Gazette no 22873 of 30 November 2001 with the following clause

6. ANNUAL BONUS

- (1) An employer shall pay to every employee, for every week that the employee was paid or entitled to be paid and in respect of each completed 12 months of service with such employer, an annual bonus calculated as follows:

$$\frac{\text{Employee's monthly actual ordinary hours of work}}{12} \times \frac{\text{"R"}}{100}$$

"R" being the ratio for the relevant year, viz.:

- (i) 100

- (2) The annual bonus shall be paid on the anniversary of the employee's date of employment with the employer unless the employer and a representative trade union and/or the employee mutually agree in writing upon another date.
- (3) The annual bonus shall be calculated monthly at the rate in effect during each relevant month and paid to the employee as per subclause (2).

5. Substitute clause 9 as reflected in Government Gazette no 22873 of 30 November 2001 with the following clause

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 -
- (a) 21 consecutive days annual leave on full remuneration, in respect of each annual leave cycle; or
 - (b) by agreement, one day of annual leave on full remuneration, for every 17 days on which the employee worked or was entitled to be paid;
 - (c) by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid.
- (3) An employee is entitled to take leave accumulated in an annual leave cycle, in terms of subclause (2), on consecutive days.
- (4) An employer must grant, and an employee must take, annual leave not later than six months after the end of the annual leave cycle.
- (5) 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.
- (6) Despite subclause (5), an employer must permit an employee, at the employee's written request, to take paid leave during a period of unpaid leave.
- (7) 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.
- (8) 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.
- (9) An employer may not require or permit an employee to work for the employer during any period of annual leave.
- (10) 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 subclause (a), at a time determined by the employer in accordance with this section.

- (11) 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 20(2).
- (12) An employer must pay an employee leave pay at least equivalent to the remuneration that the employee would have received for working for a period equal to the period of annual leave; calculated
 (a) at the employee's rate of remuneration immediately before the beginning of the period of annual leave; and
 (b) in accordance with sub clause 3(4)
- (13) An employer must pay an employee leave pay -
 (a) before the beginning of the period of leave; or
 (b) by agreement, on the employee's usual pay day.
- (14) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (7), 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 subclause (2).
- 6. Include the following sub clauses in clause 12 as reflected in Government Gazette no 22873 of 30 November 2001.**

12. MATERNITY LEAVE

- (8) During the period of maternity leave the employer shall continue 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 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.
- 7. Substitute clause 19 as reflected in Government Gazette no 22873 of 30 November 2001 with the following clause**

19. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) Subject to subclause (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 permit a notice period shorter than required by subclause (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(1), 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 or an employee 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 subclause (1), an employer may pay the employee the remuneration the employee would have received, calculated in accordance with subclause (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 subclause (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 3(4);
 - (ii) overtime worked, calculated in terms of clause 5(9);
 - (iii) time worked on a Sunday, calculated in terms of clause 8(3); 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 clauses 7(2) and 7(3);
 - (b) remuneration calculated in accordance with clause 9(1) 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.

8. Include the following clause in Government Gazette no 22873 of 30 November 2001.

24. STUDY LEAVE

Every employee with a minimum of one year uninterrupted employment with the same employer shall be entitled to study leave of a maximum of 3 (three) days in any year, in respect of any study at a tertiary establishment

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