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20 June 2018

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NATIONAL COUNCIL OF PROVINCES

PER E-MAIL: ndinizulu@parliament.gov.za

Dear Madam

WRITTEN SUBMISSIONS ON THE NATIONAL MINIMUM WAGE BILL

1. We act on behalf of the two largest employer organisations in the private security sector, SASA, the Security Association of South Africa, and SANSEA, the South African National Security Employers' Association. Our clients employ in excess of 176 000 security officers throughout the country.
2. Last week the Department of Labour drew it to our clients' attention that the NCOP had called for written submissions on the National Minimum Wage Bill ("the NMW Bill") by no later than Friday 8 June 2018. This call for comments was only opened on 5 June 2018 and consequently gave interested parties only three days to make representations on this significant legislation. As yet we do not know how this call for comments was advertised. Our clients were not aware of this call for comments notwithstanding their significant presence in the private security sector. This, respectfully, indicates the failure to properly facilitate public participation in the NCOP's consideration of this Bill. This call for comments does not constitute a reasonable opportunity to make submissions on this Bill to the NCOP. It does not comply with the NCOP's obligations to facilitate public involvement in terms of Section 72(1)(a) of the Constitution.
3. In the circumstances, we must reserve our clients' rights in respect of the above issue.
4. In the hopes, however, that notwithstanding this letter is reaching you after 8 June 2018, our clients' representations will still be considered, we furnish you herewith with our clients' submissions.
5. Our clients repeat to the NCOP the submissions it has already made to the Portfolio Committee. A copy of those submissions is attached hereto. We request the NCOP to have regard to the totality of those submissions.

 Partners SK Dewberry BProc (UFS) (Solicitor England and Wales) DE Arthur BA LLB (Wits) CS Beckenstrater BA LLB (Wits)
 A German BA LLB (Wits) (Solicitor England and Wales) MS Patterton LLB (UNISA) F A ARB

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 H Mokoena LLB (Wits)

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6. We take this opportunity of highlighting to the NCOP, the significant issues raised in our clients' submissions relating to the impact the NMW Bill will have on various provinces and, in particular, those with large rural areas.
7. Our clients' submissions set out how, historically, the terms and conditions of employment and wages in the private security industry have been set by Sectoral Determination 6: Private Security Sector. That Sectoral Determination has historically legislated for differential wages between urban and rural areas. A cause of this was the recognised inability of private security businesses in rural areas to afford the rates applicable in urban areas.
8. Our clients' submissions set out how a blanket wage rate applicable across all areas of the industry and, in particular, in rural areas will exacerbate job losses, increase the proliferation of non-complaint security service providers and lead to increased crime due to unprofessional and inadequate security services.
9. Against this background, our clients submit that security officers should, by way of a transitional arrangement, be provided for in a similar fashion to farmworkers and domestic workers.
10. Kindly acknowledge receipt of this correspondence. We require your confirmation that, notwithstanding the late submission of this document, it will be considered by the NCOP.

Yours faithfully



MR C S BECKENSTRATER
MOODIE & ROBERTSON

14 March 2018

The Portfolio Committee on Labour
Parliament of RSA
PO Box 15,
Cape Town
8000

E-mail: zsakasa@parliament.gov.za

Attention: Mr Zoloni Sakasa

RE: SUBMISSION IN RESPECT OF THE NATIONAL MINIMUM WAGE BILL

1. INTRODUCTION

This submission is made jointly by two Employers Organisations, on behalf of their members, namely:

- Security Association of South Africa (SASA)
- South African National Security Employers Association (SANSEA)

The two Organisations are the largest Employers Organisations in the Private Security Sector (PSS). Between the two Organisations, their members employ in excess of **176,000** Security Officers in South Africa. The Employers Organisations employ approximately 67% of the employees in the PSS as a percentage of active members in the compulsory Private Security Sector Provident Fund (PSSPF). **Annexure A** provides the last CCMA verification of organisational membership within the industry including Employers Organisations and Trade Unions.

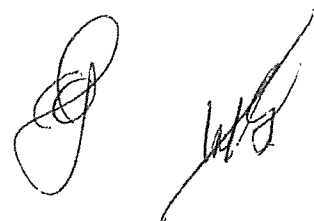
Both SASA (incorporating the old Employers Organisation SSEO) and SANSEA have been active in the private security for more than 25 years.

For more information about the Organisations, you are invited to visit their respective websites namely:

www.sasecurity.co.za
www.sansea.co.za

It is further the understanding of the two Organisations that the entire population of compliant and professional Employers within the PSS is in support of this application, the reasons for this understanding will become evident later in this submission.

We also herewith indicate our interest in making a verbal presentation to the Portfolio Committee on Labour in respect of this submission.



2. SUBMISSION

It is the submission of the two Employers Organisations that the PSS and in particular Security Officers, be included in the transitional provisions of the National Minimum Wage Bill, similar to that provided for Farm workers and Domestic workers.

3. BACKGROUND TO SUBMISSION

Historically, terms and conditions of employment and remuneration in the Private Security Industry have been determined through wage determinations and orders under the old Labour Relations Act 28 of 1956 and thereafter by way of Sectoral Determinations under the Basic Conditions of Employment Act.

In the circumstances, the historical practice has been that wage negotiations take place at a Central Bargaining Forum between Organised Labour and Organised Employers with the intent that, if wage agreements are reached, they are forwarded to the Minister of Labour as a joint recommendation with a view towards those agreed revisions then being incorporated into Wage or Sectoral Determinations. This practice has been in place for 20 years.

SANSEA, together with other smaller employer groups, have negotiated wages and other conditions of employment with those unions active in this sector on annual basis since 1993. The practice at that time was that in about October of each year the parties exchanged demands, commenced negotiations soon thereafter and attempted to conclude an agreement prior to the end of February the following year with a view to having the agreement gazetted in terms of Sections 51A of the 1956 Act and extended to all employers and employees in the PSS.

In 2008 negotiations at the National Bargaining Forum (NBF) became more sophisticated and the parties negotiated in terms of the Negotiation Framework Agreement (NFA) which was concluded between the parties and which expressly state that agreements reached would *"reflect a broadly held consensus and thus could be adopted by the Minister of Labour as their basis for Sector Determinations"*.

The significant influence that the parties to the NBF have on collective bargaining in the PSS is reflected by the fact that the agreements reached at the NBF have, for many years now, been encapsulated in the various amendments to Sectoral Determination 6 (SD6).

In 2009, 2012, and 2015 the Employment Conditions Commission (ECC) investigated various aspects of terms and conditions of employment in the Private Security Sector acting under the Basic Conditions of Employment Act. On each occasion the ECC recognised and endorsed the bargaining practices of the parties.

During Wage Negotiations in 2015 at the NBF, the parties again reached consensus and avoided industrial action through their bargaining practices.

We attach a copy of the collective agreement reached between the parties in 2015 as well as the subsequent SD6 marked **Annexure B and C**, for your convenience.

The collective agreements reached between the parties at the NBF have been as a result of robust negotiations which have not always been without conflict. The wage negotiations in

2006 led to one of the most violent national strikes in the history of South Africa with an estimated 100 Security Officers losing their lives as a result.

The negotiations are highly complex and require numerous trade-offs and compromises in order to reach agreement.

In line with and under prescript of the NFA for the Private Security Sector , the parties commenced with negotiations during the latter part of 2017. We attach for your convenience marked as **Annexure D** a copy of the Trade Union demands, which indicates the complexity of the negotiations. The demands presented by the Trade Unions are similar to demands received in previous years.

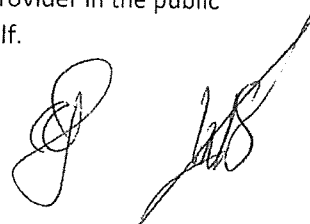
The effect of the Union opening demands on a Cost to Company basis is in excess of 220%.

A study of the SD6 and the collective agreement reached reveals a myriad of terms and conditions of employment in excess of the Basic Conditions of Employment Act and which directly impacts on the cost to company for the provision of a Security Officer to a client.

A brief summary of the terms and conditions of employment of a Security Officer in excess of the Basic Conditions of Employment Act follows:

- Area 3 Premium – R60.00 per month
- Night Shift Allowance – R6.00 per shift
- Special Allowances
 - Mobile Supervisors – R8.50 per shift
 - Armed Security Officer – R8.50 per shift
 - Armed Response Officer – R8.50 per shift
 - National Key Points Officer – R8.50 per shift
 - Control Centre Operator – R8.50 per shift
- Annual Bonus
- Annual leave increase by 3 additional days after 3 years of uninterrupted employment with the same employer.
- Five days family responsibility leave
- Maternity benefit of 34% of basic monthly salary after 3 years uninterrupted service with the same employer.
- Study leave of 6 days after 1 year of uninterrupted service with the same employer.
- Service Benefits
 - R500.00 after 5 years
 - R1000.00 after 10 years
 - R5000 after 20 years
- Transfer allowance of R100.00 per month subject to specific conditions
- Provision of free footwear, washable uniform, other equipment and protective clothing
- A compulsory industry wide Provident Fund with compulsory Employer contribution of 7.5% of the Security Officers salary and a compulsory deduction of 7.5% from the Security Officers salary.

The Private Security Industry Regulatory Authority (PSIRA) is the regulatory authority for the PSS. PSIRA's primary objectives are to regulate the private security industry and exercise effective control over the practice of the occupation of security service provider in the public and national interest and the interest of the private security industry itself.



PSIRA releases indicative pricing schedules for the provision of a Security Officer which we attach, marked **Annexure E**. The indicative pricing schedule provides a cost to company explanation per Security Officer Grade and Area.

Annexure F provides a summary of Security Sector increases on the minimum wage for Security Officers since 2006 as compared to CPI.

Annexure G provides the Minimum Wage increase since 2006 which indicates the increase from R1151.00 in 2006 to R3414.00 currently.

During 2017, the parties to the NBF submitted to the Department of Labour (DoL) its application for the establishment of the National Bargaining Council for the Private Security Sector (NBCPSS). Attached please find the resolution adopted by the Trade Unions and Employers Organisations, marked **Annexure H**. All the relevant documentation has been submitted and the parties are awaiting a final decision on the application from the DOL.

On 31 August, the employer organisations submitted its consolidated wage demands to the Unions. In the introduction to the demands, the Employers describe the current reality facing the Industry. For your convenience we insert this introduction into this submission.

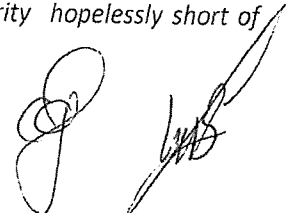
“Introduction

Compliant, Organised Employers in the Private Security Sector through their Employers Organisations embarked on a journey with Organised Labour to professionalise the industry and uplift the working conditions, remuneration and terms and conditions of employment of Security Officers. From a very low base an unorganised industry picked itself up from the ashes of the 2006 Industry strike and built a robust framework for negotiations and incrementally and drastically improved the working conditions, remuneration and conditions of employment of Security Officers for those employed at Organisations that comply with legislation.

Unfortunately, despite the best efforts of Compliant Companies and their Employers Organisations, non-compliance to the provisions of the Sectoral Determination has thrived and increased over time. The result of this is that a decreasing number of Compliant Employer’s very survival is being threatened. Yet at this very moment the few Compliant Companies are about to commence with another round of negotiations with Organised Labour which in the absence of a dramatic deviation of past negotiation trends, will again result in an incremental improvement in the working conditions, remuneration and terms and conditions of employment of Security Officers fortunate enough to be employed at a Compliant security Company.

Taking into consideration the level of non-compliance in the industry, the result of yet another round of negotiations will inevitably bring the Compliant Organisations closer to extinction at the expense of unscrupulous, non-compliant Security Service Providers.

The efforts by the Compliant Organised Employers and Organised Labour have unfortunately resulted in the unit price for a Security Officer becoming unaffordable for the market buckling under the pressure of a very difficult economy. The lure of cheaper prices offered by non-compliant, unscrupulous Security Service Providers is simply too great for the market, especially in the absence of any consequences and an Industry Regulatory Authority hopelessly short of



resources with a continuous focus on the already Compliant Service Providers in order to fulfil internal targets set for themselves.

It is also the opinion of Compliant Security Service Providers that Organised Labour has not been sufficiently committed to fighting the scourge of non-compliance and holds the perception that in certain instances Organised Labour even shields or protects non-compliant Security Service Providers.

Non-Compliant Companies have the illegal ability to remunerate Security Officers in such a way that their take home pay is competitive but the cost to the client is dramatically reduced.

Organised Employers remain committed to professionalising the industry and to uplift the working conditions, remuneration and conditions of employment of Security Officers but in order to be competitive with in the market and to compete against non-compliant providers, the price to the market must be dramatically reduced and the playing fields levelled.

We are committed to the process of establishing a Bargaining Council which we believe in the long term will have the effect of improving compliance and levelling the playing fields, but until such time compliant Security Companies must be protected and allowed to compete.

The impact and consequences of the intended national minimum hourly wage is also included in our demands.

This shall be a three year agreement effective as from 1 September 2018 until 31 August 2021.

The entire agreement reached, in conjunction with the balance of the conditions of the prevailing sectoral determination, will constitute the first main collective agreement of the National Bargaining Council for the Private Security Sector, in the event that such council is established during the negotiations or currency of the wage agreement.

Our demands are based on the current reality that exists in the market and the intention is to enable the survival of Complaint Companies with the resulting long term sustainable employment of Security Officers, the Professionalization of the Industry and the sustainable improvement of working conditions, remuneration and terms and conditions of employment of Security Officers specifically”.

In its presentation to organised labour at the commencement of the current round of negotiations, the Employers Organisations highlighted a number of factors which impact on the Sector. We highlighted a number of the factors presented.

- Significant economic pressure on the economy and the consumers of security services
- High levels of unemployment especially within the youth
- Rapid casualisation of the workforce and subversion of SD6 through amongst others:
 - Co-operative societies
 - Self-employed security officers
 - Leanships
- Extremely high levels of non-compliance especially within the state which have become the primary consumer of security services.
- PSS is in survival mode with compliant companies being in the minority of the sector.
- Compliance in respect of the compulsory Provident Fund, being at a very low level.
- Labour related statutory price increases cannot be recovered from consumers or the Private Security Services.

We attach for your convenience, marked **Annexure I**, An edited collection of material in support of the level and breadth of non-compliance in the industry, as presented to the Trade Union.

The PSIRA annual report 2016/2017 provides a comprehensive set of records of the Private Security Sector. While these records are valuable it must be noted that their records are notoriously (and admittedly) inaccurate. PSIRA is however in the process of improving their systems which will improve the accuracy and usability thereof. People joining the industry or in any way involved in the industry are required to register with PSIRA in terms of the Private Security Industry Regulatory Act 56 of 2001. Consequently PSIRA maintain records of all people registered under the Act. People registered with PSIRA remain registered on the PSIRA database long after they cease being active in the industry. Furthermore PSIRA registration is required of all people involved in the industry whether as employers, employees, managers or owners. Sectors falling outside the scope of the NBF also are reflected within the numbers captured by PSIRA such as Assets-in-Transit, leading to figures being overstated. Be that as it may, PSIRA provides the comparative number of Security Officers per province as indicated in **Annexure J**.

Statistics are not available to accurately establish the number of Security Officers employed in the "rural" areas of the country. Due to the efforts of the parties to the NBF, the disparity "urban" and "rural" areas have over time been reduced. Efforts have also been made to increase the absolute minimum wage, off a very low base. These efforts culminated in the incorporation of Area 2 into Area 1 concluded during the last round of negotiations and a payment of R60.00 in the form of an Area premium per month to Security Officers in Area 3.

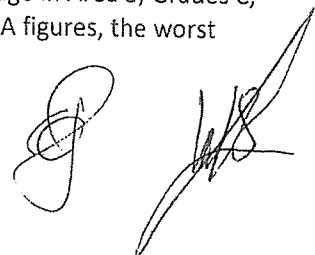
Taking into consideration the number of Security Officers employed per province, it can be derived that around 32% of Security Officers are employed in the "predominantly rural" provinces of Mpumalanga, Eastern Cape, Limpopo, North West, Free State and Northern Cape. As an assumption, if all employees employed in Gauteng, Western Cape and Kwazulu Natal (which includes a large portion of rural area) are counted as Urban, and then 32% could be a reasonable number of Security Officers employed in rural areas – Area 3 in terms of SD6.

It is important to note that certain industries, most notably the Mining and Farming Sector largely operates within Area 3 ("rural").

Feedback received from our members who have commenced with engagements with clients in respect of the upcoming implementation of the National Minimum Wage, in particular in the "rural" areas, have indicated that they cannot afford to pay the increase. Indications are that the clients will pay the increased cost per Security Officer but will require that the overall security cost to remain the same or alternatively they will seek new service providers that are able to provide the services at the same or reduced costs. This will unfortunately lead to either large scale employment loss or an increase in non-compliant, immoral, exploitative and illegal practices. Member's feedback also included that they will have to consider closing down their operations in rural towns such as Engcobo; Newcastle; Vryheid and Pongola. The knock on effect is that suppliers to these security businesses such as property rentals, fuel suppliers, motor repairs, stationary suppliers and the like will be negatively impacted.

According to the PSIRA Annual Report 2016 / 2017, there are 159168 registered Security Officers in the predominantly rural areas as described earlier.

The increase resulting from the implementation of the National Minimum Wage in Area 3, Grades C, D and E, (the vast majority of Security Officers), is 21.85%. Based on the PSIRA figures, the worst



case scenario is that around 33000 Security Officers could become unemployed in rural areas. Our estimate is that around 9000 Security Officers could more likely be affected in rural areas.

4. REASONS FOR SUBMISSION

Taking into consideration the background provided above, it is our submission that the Private Security Sector and in particular Security Officers, be included in the transitional provisions of the National Minimum Wage Bill similar to that provided for Farm workers and Domestic workers based on the following reasons:

4.1 Affordability

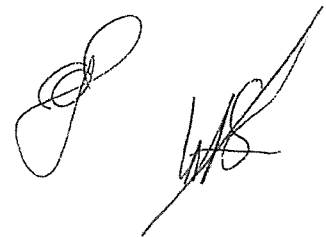
The impact of the National Minimum Wage on the PSS is reflected in the table below.

SECURITY OFFICERS AFFECTED	HOURLY EQUIVALENT RATE	NMW	PERCENTAGE INCREASE
Area 1 Grade C, D & E	R19.72	R20.00	1.41%
Area 3 Grade B	R18.91	R20.00	5.24%
Area 3 Grade C, D & E	R16.41	R20.00	21.85%

The increase, especially in rural areas, is not practical and affordable in the current economic environment.

Due to the nature of the industry, Security Officers are placed at the workplaces of consumers of private security services providers. Consumers of private security services include all sectors of the economy. In particular, rural consumers of private security services include marginal and under stress sectors such as Farming and Mining. Companies operating in these sectors and in the rural areas of the country in general, will not be able to absorb such large percentage increase.

The cost per Security Officer as per the PSIRA indicative pricing schedule below provides the actual costs for the provision of a Security Officer, which is substantially more than the minimum hourly wage as envisaged by the National Minimum Wage Bill.

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

Private Security Industry Regulatory Authority
 Contract Pricing Structure (with effect from 1 September 2017)
 (Based on the average month, 12 hour shifts every night of such month at a site)

Vers 2017.1

AREA 1

Calculations include a relief security officer

Description	Explanation	Grade			Calculations
		A	B	C/D/E	
MONTHLY SALARY		5209.00	4668.00	4102.00	PROMULGATED monthly salary
HOURLY EQUIVALENT RATE	Clause 3(5)(b) Sectoral Determination 6	Clause 3(5)(b)	Clause 3(5)(b)	Clause 3(5)(b)	$\frac{\text{Monthly salary}}{\text{hours per week}} \times (3/13)$
Ordinary time: i) Primary Sec Officer	4 shifts per week (48 hrs)	5209.00	4668.00	4102.00	Monthly salary as per Sectoral Det 6
ii) *Relief Sec Officer	2 shifts per week (24 hrs)	2604.30	2333.82	2050.84	hr x 24 x 4.333
Sunday pay premium	4.333 weeks p/m @ X1.5	1953.22	1750.37	1538.13	12 x 4.333 x hr x 1.5 (Sunday rate)
Public holiday premium	1 shift p/m @ X1	300.52	269.31	236.65	hr x 12 (1x portion already incl. in basic)
Leave provision	21 consecutive days leave	450.78	403.96	354.98	(hr x 12) x 1.5 (reliever)
Sick Pay	1 shift p/m	450.78	403.96	354.98	hr x 12 x 1.5 (reliever)
Study leave	6 days per annum	225.39	201.98	177.49	((hr x 12 x 6) / 12) x 1.5 (reliever)
Family respons. Leave	5 days per annum	187.82	168.32	147.91	((hr x 12 x 5) / 12) x 1.5 (reliever)
Night shift allowance	6 Rand p/night shift worked	182.50	182.50	182.50	(365 / 12) x 6
Provident fund	7.5 % of Fund Salary	586.01	525.15	461.48	Fund Salary X 7.5% x 1.5 (reliever)
Statutory annual bonus	Monthly salary	651.13	583.50	512.75	Monthly salary / 12 x 1.5 (reliever)
SUB TOTAL		12801.45	11490.86	10119.71	A
UIF	1 % of remuneration	113.96	102.36	90.23	(Total income: Primary + reliever) x 1%
COIDA/WCA	4.07 % of remuneration	463.84	416.62	367.23	(Total income: Prim + reliever) x 4.07%
Sets of uniform	1500 Rand p/p p.a	187.50	187.50	187.50	(Rand value - reliever(50%)) / 12
Training	1 % of remuneration (SDL)	113.96	102.36	90.23	(Total income: Primary + reliever) x 1%
Cleaning Allowance	30 Rand p/m	45.00	45.00	45.00	Allowance x 1.5 (reliever)
TOTAL DIRECT COST		13725.72	12344.72	10899.90	B
Share of overheads	40 % of direct cost (Economy of scale rule applies)	5490.29	4937.89	4359.96	B x 40%
TOTAL COST PER MONTH		19216.00	17282.60	15259.86	C

Private Security Industry Regulatory Authority
 Contract Pricing Structure (with effect from 1 September 2017)
 (Based on the average month, 12 hour shifts every night of such month at a site)

Vers 2017.1

AREA 2

Calculations include a relief security officer

Description	Explanation	Grade			Calculations
		A	B	C/D/E	
MONTHLY SALARY		4323.00	3934.00	3414.00	PROMULGATED monthly salary
HOURLY EQUIVALENT RATE	Clause 3(5)(b) Sectoral Determination 6	Clause 3(5)(b)	Clause 3(5)(b)	Clause 3(5)(b)	$\frac{\text{Monthly salary}}{\text{hours per week}} \times (3/13)$
Ordinary time: i) Primary Sec Officer	4 shifts per week (48 hrs)	4323.00	3934.00	3414.00	Monthly salary as per Sectoral Det 6
ii) *Relief Sec Officer	2 shifts per week (24 hrs)	2161.33	1966.85	1706.87	hr x 24 x 4.333
Sunday pay premium	4.333 weeks p/m @ X1.5	1621.00	1475.14	1280.15	12 x 4.333 x hr x 1.5 (Sunday rate)
Public holiday premium	1 shift p/m @ X1	249.40	226.96	196.96	hr x 12 (1x portion already incl. in basic)
Leave provision	21 consecutive days leave	374.11	340.44	295.44	(hr x 12) x 1.5 (reliever)
Sick Pay	1 shift p/m	374.11	340.44	295.44	hr x 12 x 1.5 (reliever)
Study leave	6 days per annum	187.05	170.22	147.72	((hr x 12 x 6) / 12) x 1.5 (reliever)
Family respons. Leave	5 days per annum	165.88	141.85	123.10	((hr x 12 x 5) / 12) x 1.5 (reliever)
Night shift allowance	6 Rand p/night shift worked	182.50	182.50	182.50	(365 / 12) x 6
Provident fund	7.5 % of Fund Salary	486.34	442.58	384.08	Fund Salary X 7.5% x 1.5 (reliever)
Statutory annual bonus	Monthly salary	540.38	491.75	426.75	Monthly salary / 12 x 1.5 (reliever)
Area 3 premium (applicable to Area 2)	60 p/m (All officers in Area 2)	90.00	90.00	90.00	60 x 1.5 (reliever)
SUB TOTAL		10745.09	9802.73	8543.01	A
UIF	1 % of remuneration	95.87	87.53	76.38	(Total income: Primary + reliever) x 1%
COIDA/WCA	4.07 % of remuneration	390.18	356.23	310.85	(Total income: Prim + reliever) x 4.07%
Sets of uniform	1500 Rand p/p p.a	187.50	187.50	187.50	(Rand value - reliever(50%)) / 12
Training	1 % of remuneration (SDL)	95.87	87.53	76.38	(Total income: Primary + reliever) x 1%
Cleaning Allowance	30 Rand p/m	45.00	45.00	45.00	Allowance x 1.5 (reliever)
TOTAL DIRECT COST		11559.51	10566.51	9239.12	B
Share of overheads	40 % of direct cost (Economy of scale rule applies)	4623.80	4226.61	3695.65	B x 40%
TOTAL COST PER MONTH		16183.31	14793.12	12934.77	C

It is clear from the PSIRA pricing tables that the costs associated with the provision of a Security Officer and the actual remuneration, terms and conditions of employment and benefits received by a Security Officer is much more than contemplated and envisaged by the National Minimum Wage Bill. The actual cost as charged to a client by a Private Security Service provider is already prohibitive and it will be extremely difficult to obtain in the current economic climate.

4.2 Job Losses / Business closures

As explained in the background it is expected that large scale job losses will be a result of the implementation of the National Minimum Wage, especially in rural areas. It is also envisaged that Security Businesses with a geographic spread will have to close operations in rural towns with a knock on effect on the economic activities of those towns and local Security Companies may have to close their doors completely.

4.3 Negative Impact on the Provision of Security Service / Increase in Crime

It is expected that consumers of private security services may be forced to reduce the spend on security to accommodate the increase due to the implementation of the National Minimum Wage. This could have a negative effect on the provision of private security services leading to an increase in crime and associated activities.

4.4 Increased in Levels of Non Compliance

As described in the background to the submission, levels of non-compliance in the industry is extremely high. Non-compliance is committed in many forms including but not limited to:

- The use of co-operative societies, self-employed Security Officers and learnerships to avoid employment related costs and terms and conditions of employment contained in SD6.
- Non-compliance with the provisions of SD6.
- Non registration (and payment) with the compulsory industry provident fund; deductions made from Security Officers remuneration but not paying the money over to the fund – effectively stealing 7.5% of employees remuneration; under declaration of employee numbers; sporadic payment to the fund; making use of alternative provident funds without exemption as required by SD6; falsifying Provident Fund compliance certificates.

Consumers of private security services are continually tempted by non-compliant service Providers due to their ability to provide services at costs below the minimums set by law. As such, it is our submission that the implementation of the National Minimum Wage Act, in tandem with the already strained economic environment, will increase the use of non-compliant Security Companies. With all its good intentions, PSIRA does not have the resources to deal with the scale and extent of these unscrupulous, immoral and illegal practices.

5. CONCLUSION

The PSS have been placed in an extremely precarious position due to the intended implementation of the National Minimum Wage Act. The parties commenced with negotiations in terms of the rules of the NFA during the latter part of 2017. An application for the establishment of a Bargaining Council was submitted to the DoL early in 2017 but no final decision has been taken by the DoL to date. As such, any agreement reached by the NBF will be

implementable should the amendments as contemplated in the BCEA come into effect. This has left the parties engaging on principles and what if scenarios rather than actual numbers and detail.

It is our view that Employers Organisations together with Organised Labour in the industry have substantially increased the working conditions, remuneration and benefits of Security Officers over the last few years, but from a low base. Security Officer is entitled to numerous terms and conditions of employment and benefits in excess of that provided for in the BCEA. It is our view that Security Officers enjoy benefits that far exceed other comparable vulnerable employees. The current situation in which the Industry finds itself where a specific group of Security Officers receive an hourly equivalent wage below the intended National Minimum Wage is as a result of compromises and trade-offs reached during robust negotiations. The industry faces many competing and divergent pressures, one of which is the ability of rural based clients to afford security costs and the temptation to utilise cheap non-compliant service providers. Our estimate is that the level of non-compliance in rural areas is already in excess of 80%.

The parties acknowledged, long before the drafting of the National Minimum Wage Bill, the disparity in payment between rural and urban areas and instituted an Area 3 premium payment of R60.00 per month in order to address this disparity. This premium payment was agreed to as a trade-off to achieve an overall balanced agreement.

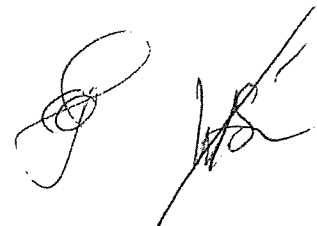
One unintended consequence of the implementation of the National Minimum Wage on the industry, if implemented without any change, will be that Security Officers in Area 3 will be remunerated more than their colleagues in urban areas. This situation is against the intention of the agreement at the time and may lead to labour conflict and further resistance by consumers as well as the other consequences described elsewhere in this submission.

In line with the objectives of the National Minimum Wage Bill, the industry rapidly during the last few agreements addressed the minimum wage of the most vulnerable employees by increasing the minimum wage of the lowest level and most vulnerable employees, effectively collapsing 3 Security Officer Grades into one. This was also part of the intention to professionalise the industry.

It is furthermore critical to note that the PSS, through the formation of the NBF, and possibly through the NBCPSS, if and when registered, is a highly structured and controlled industry with robust negotiation processes in place.

The practice over a long period in time has been that the industry increases took place in September each year. The last round of increases became effective in September 2017. Feedback from our members are that they were unable to obtain the statutory increases from their clients in September and that there were already placed under pressure to reduce their costs so that the client could achieve a savings. This pressure on private security companies in fact dates back long before the last round of increases last September.

Our members indicate that they are increasingly and actively investigating and implementing options to replace Security Officers with technology to at least be able retain clients and remain competitive against non-compliant competitors that are able to immorally and illegally provide security services at prices way below that that can be provided by compliant Companies. As stated in the background, non-compliant companies utilise many illegal and immoral methods to gain an advantage over their compliant rivals.

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As such we envisage that the implementation of the National Minimum Wage will substantially increase the trends already gripping the industry which include job losses, increased use of non-compliance security service providers leading to increased crime due to unprofessional and inadequate security services.

It is our submission that organised and compliant Employers in the PSS is committed to the professionalization of the industry and reducing exploitative practices while at the same time continuing to be a source of entry level employment and a pathway to improved career and other opportunities.

Organised Employers in the PSS are committed to achieve the objectives of National Minimum Wage but requires time to implement it. Consumers of private security services would have budgeted and planned for the annual escalation of security costs. In many instances, security services are one of the largest expense items for consumers. Security related increases have traditionally taken effect in September. In most instances escalation clauses are included in the contracts between consumers and private security companies. Our request therefore is that the industry be given an opportunity to implement the National Minimum Wage over a 3 year period.

It is our belief that this can be achieved during the current wage negotiations which is set to be concluded under the auspices of the NBCPSS. Our intention is that by the end of the 3 year term of the agreement that the industry will be fully in line with the National Minimum Wage.

The Employers Organisations have ventilated its position with Organised Labour during the current wage negotiation process. Due to the sensitive nature and stage of the negotiations, the Unions have not committed themselves to a position. They have not raised any objection to the Employers position either. It may be possible that the Trade Unions may join Employers at the verbal presentation to the Portfolio Committee.

Such a dispensation will allow the PSS to balance the numerous conflicting demands on the industry including the possible avoidance of job losses, smoothing the impact of the National Minimum Wage especially on clients in rural areas and mitigating the negative effect on the provision of security services and crime as well as limiting the increasing level of non-compliance.

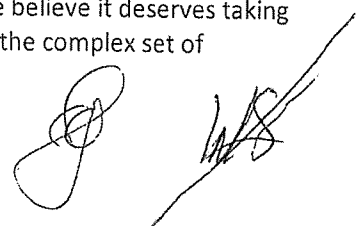
Therefore, SASA and SANSEA on behalf of its members reiterates its submission that the PSS and in particular Security Officers be included in the transitional provisions of the National Minimum Wage Bill, similar to that provided for Farm workers and Domestic workers.

Our submission to be included in the transitional provision is based on:

- Affordability
- Job losses
- Negative impact on Security Services/ increase in crime levels
- Increased levels of non-compliance

We further request to make a verbal submission to the Portfolio Committee on Labour, at the appropriate time and date to be set by the committee.

We humbly request that our submission will receive the attention we believe it deserves taking into consideration the precarious situation the PSS finds itself in and the complex set of competing factors impacting on the industry.

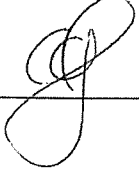


Thus signed on this the 16th day of March 2018 at 2018.

For and of behalf of SASA

Name in Print: Chris Laubscher

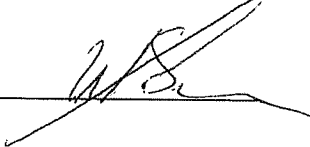
Designation: President

Signature: 

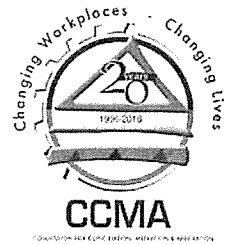
For and of behalf of SANSEA

Name in Print: W. S. CONRADIE

Designation: SECRETARIAT

Signature: 

"A"



**NATIONAL BARGAINING FORUM FOR THE PRIVATE SECURITY SECTOR
SEAT ALLOCATION FOR 2017**

TRADE UNIONS (ALL)

PARTY	REPR.	%
KAWU	26 328	20%
SATAWU	22 758	17%
DETAWU	13 528	10%
NASUWU	13 500	10%
AWU	11 800	9%
SANSAWF	9 955	7%
PTAWU	6 654	5%
SAA&IWU	5 917	4%
DUSWO	5 035	4%
AMCU	4 100	3%
PSWTU	3 651	3%
PATU	3 524	3%
SOCRAWU	2 337	2%
UPSWU	3 524	3%
NTM	1 993	1%
SAPSWU	1 655	1%
SACSAWU	759	0.56
UASA	652	0.48
UPSWU	531	0.39
NDCAWU	133	0.09
HOTELLICA	13	0
<u>TOTAL</u>	<u>134 823</u>	<u>100</u>

TRADE UNIONS (MEETING THRESHOLD)

PARTY	REPR.	%	SEATS
KAWU	26 328	22.80%	3
SATAWU	22 758	19.71%	2
DETAWU	13 528	11.72%	1
NASUWU	13 500	11.69%	1
AWU	11 800	10.22%	1
SANSAWF	9 955	8.62%	1
PTAWU	6 654	5.76%	1
SAA&IWU	5 917	5.12%	1
DUSWO	5 035	4.36%	1
<u>TOTAL</u>	<u>115 475</u>	<u>100.00%</u>	<u>12</u>

EMPLOYER ORGANISATIONS (ALL)

PARTY	REPR.	%
SASA	104 694	59%
SAIDSA	0	0%
SANSEA	71 995	40%
COSAPS	2 122	1%
<u>TOTAL</u>	<u>178 811</u>	<u>100</u>

EMPLOYER ORGANISATIONS (MEETING THRESHOLD)

PARTY	REPR.	%	SEATS
SASA	104 694	58.55%	7
SANSEA	71 995	40.26%	5
COSAPS	2 122	1.19%	0
<u>TOTAL</u>	<u>178 811</u>	<u>100.00%</u>	<u>12</u>

"B"

MEMORANDUM OF AGREEMENT

Made and entered into between:-

SECURITY ASSOCIATION OF SOUTH AFRICA (SASA)

SOUTH AFRICAN NATIONAL SECURITY EMPLOYERS ASSOCIATION (SANSEA)

CONGRESS OF SOUTH AFRICAN PRIVATE SECURITY (COSAPS)

("EMPLOYERS ORGANISATIONS")

and

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION (SATAWU)

KUNGWINI AMALGAMATED WORKERS UNION (KAWU)

NATIONAL SECURITY AND UNQUALIFIED WORKERS UNION (NASUWU)

PROFESSIONAL TRANSPORT AND ALLIED WORKERS UNION (PTAWU)

ABANQOBI WORKERS UNION (AWU)

DEMOCRATIC UNION OF SECURITY WORKERS (DUSWO)

SOUTH AFRICAN NATIONAL SECURITY AND ALLIED WORKERS FORUM (SANSAWF)

SOUTH AFRICAN PRIVATE SECURITY WORKERS UNION (SAPSWU)

SECURITY OFFICERS CIVIL RIGHTS AND ALLIED WORKERS UNION (SOCRAWU)

UNITED ASSOCIATION OF SOUTH AFRICA (UASA)

UNITED PRIVATE SECURITY WORKERS UNION (UPSWU)

SOUTH AFRICAN CLEANING SECURITY AND ALLIED WORKERS UNION (SACSAWU)

HOTEL, COMMERCIAL CATERING AND ALLIED WORKERS UNION OF SOUTH AFRICA (HOTELICA)

ASSOCIATION OF MINeworkERS AND CONSTRUCTION UNION (AMCU)

NATIONAL SECURITY WORKERS UNION (NASWU)

("TRADE UNIONS")

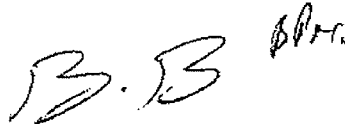
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1. Preamble

- 1.1 Terms and conditions of employment within the Private Security Sector have traditionally been determined by Sectoral Determinations published in terms of the Basic Conditions of Employment Act; and
- 1.2 Notwithstanding the above organized labour and organized employers, including the parties to this agreement have traditionally negotiated terms and conditions within the Private Security Sector at national level amongst each other so that any agreements reached between them would reflect a broadly held consensus and thus should be adopted by the Minister of Labour as the basis of future Sectoral Determinations; and
- 1.3 This Agreement is concluded in accordance with the stipulations of the Negotiating Framework Agreement for the National Bargaining Forum for the Private Security Sector;

2 Scope of Application, Effect and Duration of Collective Agreement

- 2.1 The parties agree that the Agreement shall be submitted to the Minister of Labour and the Employment Conditions Commission in order that she may, in accordance with the provisions of Chapter 8 of the Basic Conditions of Employment Act 75 of 1997, include the conditions of employment contained therein in the promulgation of a Sectoral Determination for the Private Security Sector thereby extending such conditions of employment to all participants in the said sector including but not limited to non-parties to this agreement, National Key Points, Armed Response, independent contractors, self-employed security officers, sub-contractors, car guards and labour brokers.
- 2.2 The parties agree that the Agreement and its provisions shall become effective only upon the promulgation of a Sectoral Determination.
- 2.3 In the intervening time period between the signing of the Agreement and the promulgation of a Sectoral Determination as envisaged in this clause, the parties shall continue to adhere to the provisions of the existing Sectoral Determination for the Private Security Sector. In this regard, the parties will jointly lobby the office of the Minister for the timely promulgation of the Sectoral Determination to ensure that any new Determination becomes effective at the date upon which the last year of the preceding determination lapses;
- 2.4 The Parties specifically record that all provisions of the Negotiating Framework Agreement are implied in this agreement.
- 2.5 The parties agree that this entire agreement in conjunction with the balance of the conditions of the prevailing Sectoral Determination will constitute the first main collective agreement of the National Bargaining Council for the Private Security Sector in the event that such a Council is established during the currency of this agreement.



E.A.

3 Basic Salaries

3.1 The parties agree that the monthly minimum salaries of all Security Officers as contained in Sectoral Determination 6 shall be increased as outlined in the tables below, subject to the explanations contained in this clause

3.2 Reference to CPI shall mean the annualised CPI as published by Statistics South Africa as at 30 June 2016 for purpose of calculating increases in the second year of this determination; and as at 30 June 2017 for the purpose of calculating increases in the third year of this determination;

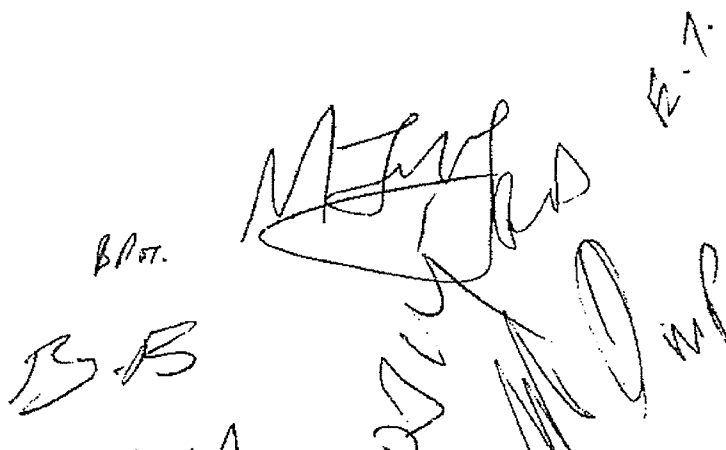
Area 1

	Year 1	Year 2	Year 3
Grade A	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)
Grade B	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)
Grade C	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	R4,102
Grade D	R3,482	R3,792	R4,102

Area 2

	Year 1	Year 2	Year 3
Grade A	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)
Grade B	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)
Grade C	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	R4,102
Grade D	R3,162	R3,446	R4,102

Area 3

B.P.T.
 BB

 E-1
 MP

	Year 1	Year 2	Year 3
Grade A	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)
Grade B	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)
Grade C	CPI + 1% (Min 6 Max 8%)	CPI + 1% (Min 6 Max 8%)	R3,414
Grade D	R2,874	R3,133	R3,414

3.3 Phasing out of Grade D

- 3.3.1 The basic salary of a Grade D employee will be equal to that of a Grade C with effect from the third year of this agreement.

3.4 Incorporation of Area 2 into Area 1

- 3.4.1 The wage rates of Area 2 will be gradually aligned to Area 1 over the currency of the agreement through the use of a premium payment to all employees in Area 2 in Year 1 and Year 2 as follows:

Year 1	Year 2	Year 3
R150 per month	R300 per month	Final incorporation and removal of the premium

4 Definition of Ordinary Hours of Work and Ordinary Salary

- 4.1 The parties agree that the definition of "ordinary hours of work" and "ordinary salary" that existed prior to the promulgation of the "Correction Notice" dated 30 January 2013 is adopted by them for the purposes of understanding and implementation of this agreement;
- 4.2 This clause 4 is a material and indivisible part of the overall agreement reached. The parties recognise that implementing the amended definition of "ordinary hours of work" would require the wages agreed to herein being decreased in Year 1 by approximately 5%.
- 4.3 The parties are furthermore in agreement that the resulting wage bargain means that the employee's ordinary hours of work, rest periods and annual leave are on the whole more favourable to the employee;

5 Removal of the Grade D Premium

Z.D.M

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The parties agree to the removal of the Grade D Premium with effect from the first year of the agreement

6 Night Shift Allowance

The parties agree that the night shift allowance will increase to R6 per shift in the third year of the agreement

7 Cleaning Allowance

The parties agree to increase the cleaning allowance to R30 per month from the first year of the agreement

8 Special Allowances

Special Allowances to increase as set out in the table below

Category	Shift Allowance Year 1	Shift Allowance Year 2	Shift Allowance Year 3
Mobile Supervisors	R 7.50	R8.00	R8.50
Armed Officer	R 7.50	R8.00	R8.50
Armed Response Officer	R 7.50	R8.00	R8.50
National Key Point	R 7.50	R8.00	R8.50
Controllers	R7.50	R8.00	R8.50

9 Transfer Allowance

Parties agree that the eligibility for a transfer allowance of R100 will be amended from 250 km to 60 km

10 New Footwear

Parties agree that security officers will be entitled to be issued new footwear as part of their uniform

11 Site Specific Contracts and Equal Pay for Equal Work

Parties agree that all issues concerning site specific contracts and equal pay for equal work are adequately addressed by the recent changes in labour legislation

12 Annual Leave

12.1 Parties agree to amend Clause (9) 14 of the Sectoral Determination to deal with issues of misinterpretation of annual leave pay entitlements as follows:

T.D.M

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B.P.C.
[Handwritten signature]

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E-1

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

12.2 Clause 9 (3) of the Sectoral Determination will be amended with effect from the third year of this agreement as follows:

"The leave entitlement for any employee who has completed two years uninterrupted employment with the same employer, shall be increased to three additional days paid annual leave"

13 Ship and Cargo Officers

Parties agree to abolish the definitions of ship and cargo officers and that these categories will be considered in line with the applicable grade of security officer.

14 Scope of Application

Parties agree to expand the scope of the Sectoral Determination to include Self Employed Security Officers, Temporary Employment Services and Labour Brokers

15 Task Team

Parties agree to set up a task team to deal with the matters listed below. The task team shall complete its work within 12 months of signature of this agreement.

- 15.1 Medical cover in the industry
- 15.2 Housing
- 15.3 8 hour shifts

16 Annual Bonus

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16.1 The parties agree to substitute the Clause of the Sectoral Determination with the clause that appears below.

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 late coming; 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 monthly as per subclause (1) at the ordinary salary rate and accumulated and paid to the security officer as per subclause (2).

17 Status Quo

17.1 The parties agree that the following conditions shall remain unchanged:

- 17.1.1 Leave entitlements
- 17.1.2 Provident fund
- 17.1.3 Maternity Leave
- 17.1.4 Service Benefit
- 17.1.5 Area 3 premium

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RM, BAC, SUB, AD, MP, and other illegible signatures.

18 Notice and Addresses

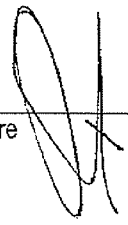
- 18.1 The parties to this agreement choose their respective addresses for the services of any notices in terms of this agreement at the addresses set out at the foot of this document.
- 18.2 Any notice required to be given in terms of this agreement shall be given in writing by e-mailing that notice to the e-mail address, telefaxing that notice to the telefax address, delivering that notice by hand to the physical address or posting that notice by pre-paid registered post to the postal address given by the other parties.
- 18.3 Any party may amend the address given in terms of this agreement by giving every other party to this agreement at least seven (7) days notice of change of address.
- 18.4 Any notice given to the chosen address in terms of this agreement shall be deemed to have been received by the addressee on the day of successful transmission of e-mail, telefax or hand delivery or on the 7th day after posting by pre-paid registered post of the notice to the address of such addressee.
- 18.5 Any notice which is required to be given to all the other parties to this agreement shall be deemed to have been received by all the other parties if such notice has been given to not less than one-half of the Employers' Organizations in number and not less than one-half of the Trade Unions in number.

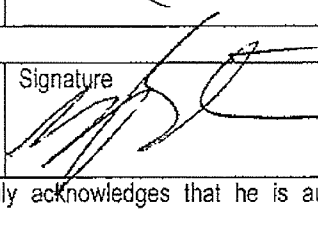
19 Whole Agreement

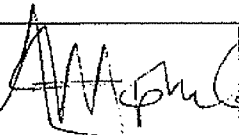
- 19.1 This document constitutes the sole record of the agreement between the parties in relation to the subject matter hereof.
- 19.2 No party shall be bound by any express or implied term or representation, warranty, promise or the like not recorded herein.
- 19.3 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 19.4 No indulgence which any party may grant to any other party shall constitute a negation of this agreement or a waiver of any rights in terms of this agreement.

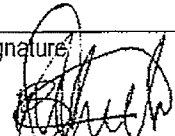
DATED AT JOHANNESBURG ON THIS THE 8TH DAY OF MAY 2015.

[Handwritten signatures and initials follow, including names like 'B. B.', 'M. M.', and 'D. D.']


For SASA	Signature 	Name <u>Diavastias</u>
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	<u>info@sasa.co.za</u>	
Fax number		

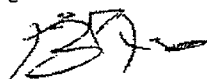
For SANSEA	Signature 	Name <u>W. G. Park</u>
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	<u>w.g.park@fidelitysecurity.co.za</u>	
Fax number		

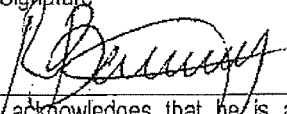
For COSAPS	Signature 	Name <u>P. J. Mphahlele</u>
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	<u>doublebarrelsecurity@vodamail.co.za</u>	
Fax number		

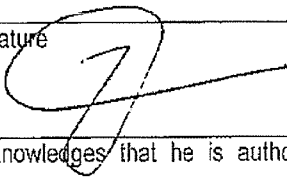
For SATAWU	Signature 	Name <u>Phillemon</u>
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	<u>phillemon@satawu.org.za</u>	
Fax number		

E.A.
 GPM BPL JS JS AD MP
 NATW

For KAWU	Signature 	Name ROBERT DUBE
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	admin@kawu.co.za	
Fax number	011 333-6551	

For NASUWU	Signature 	Name B. Q. Q.
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	NASUWU@TELKOMSA.NET	
Fax number		

For PTAWU	Signature 	Name RECKSON BALOYI
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	rcksnbaloyi6@gmail.com	
Fax number		

For AWU	Signature 	Name ZITHUISE MADI
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address	1206 SANGRO HOUSE 47 ANSAI LEMBEOE	
Email address	oamgobinwoke@gmail.com	
Fax number	031 3049769	

Z.D.M

GPM


B.P.

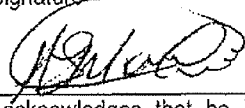
B.B

F.D

A.A. I. M. P.

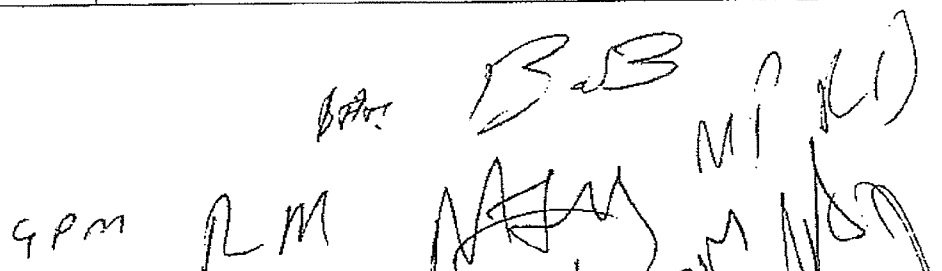
V.L.

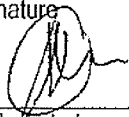
For DUSWO	Signature 	Name M.J. MABONGU
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	mabongu@duswo.co.za	
Fax number		

For SANSAWF	Signature 	Name ANNA MOKO
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	sawsawf02@wccmail.co.za	
Fax number		

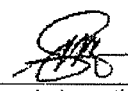
For SAPSWU	Signature	Name
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
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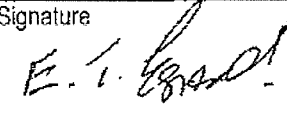
For SOCRAWU	Signature	Name
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address		
Fax number		



For UASA	Signature 	Name Vusi Muzi Nsecala
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	charlesngcala@yahoo.com	
Fax number		

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

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

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

Z.D.M 90m

BPM

BB

RM

Handwritten signatures and initials on the right side of the page, including a large signature that appears to be 'E.I. Gbad' and other illegible marks.

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

For NASWU	Signature	Name
who, by his signature hereto duly acknowledges that he is authorized and mandated to sign such agreement.		
Postal address		
Email address	NASWU@TULLCOMPA.NET	
Fax number		

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ALM. *B-B*
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Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
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September

No. 39156



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IMPORTANT

Information

from Government Printing Works

Dear Valued Customers,

Government Printing Works has implemented rules for completing and submitting the electronic Adobe Forms when you, the customer, submits your notice request.

Please take note of these guidelines when completing your form.

GPW Business Rules

1. No hand written notices will be accepted for processing, this includes Adobe forms which have been completed by hand.
2. Notices can only be submitted in Adobe electronic form format to the email submission address submit.egazette@gpw.gov.za. This means that any notice submissions not on an Adobe electronic form that are submitted to this mailbox will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
3. Notices brought into GPW by "walk-in" customers on electronic media can only be submitted in Adobe electronic form format. This means that any notice submissions not on an Adobe electronic form that are submitted by the customer on electronic media will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
4. All customers who walk in to GPW that wish to submit a notice that is not on an electronic Adobe form will be routed to the Contact Centre where the customer will be taken through the completion of the form by a GPW representative. Where a customer walks into GPW with a stack of hard copy notices delivered by a messenger on behalf of a newspaper the messenger must be referred back to the sender as the submission does not adhere to the submission rules.
5. All notice submissions that do not comply with point 2 will be charged full price for the notice submission.
6. The current cut-off of all Gazette's remains unchanged for all channels. (Refer to the GPW website for submission deadlines – www.gpwonline.co.za)
7. Incorrectly completed forms and notices submitted in the wrong format will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za)
8. All re-submissions by customers will be subject to the above cut-off times.
9. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
10. Information on forms will be taken as the primary source of the notice to be published. Any instructions that are on the email body or covering letter that contradicts the notice form content will be ignored.

You are therefore advised that effective from **Monday, 18 May 2015** should you not comply with our new rules of engagement, all notice requests will be rejected by our new system.

Furthermore, the fax number **012- 748 6030** will also be **discontinued** from this date and customers will only be able to submit notice requests through the email address submit.egazette@gpw.gov.za.

DISCLAIMER:

Government Printing Works reserves the right to apply the 25% discount to all Legal and Liquor notices that comply with the business rules for notice submissions for publication in gazettes.

National, Provincial, Road Carrier Permits and Tender notices will pay the price as published in the Government Gazettes.

For any information, please contact the eGazette Contact Centre on 012-748 6200 or email info.egazette@gpw.gov.za

Contents

<i>No.</i>		<i>Gazette</i>	<i>Page</i>
		<i>No.</i>	<i>No.</i>

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

Labour, Department of/ Arbeid, Departement van

786	Basic Conditions Of Employment Act (75/1997): Amendment Of Sectoral Determination 6: Private Security Sector, South Africa	39156	4
-----	--	-------	---

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

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.


 M.N. OLIPHANT, MP
 MINISTER OF LABOUR

DATE: 14/08/2015

ISAZISO SIKAHULUMENI**UMNYANGO WEZABASEBENZI****UMTHETHO WEZIMISELO EZIYISISEKELO EMISEBENZINI,
OKUNGUNOMBOLO 75 KA 1997****UKUCHIBIYELWA KWESINQUMO ZOMKHAKHA 6: UMKHAKHA WONOGADA BANGASESE
ENINGIZIMU NE AFRIKA**

Mina, Mildred Neliswe Oliphant, uNgqongqoshe Wezabasebenzi, ngokwesigaba 56(1) soMthetho Wezimisele Eziyisisekelo Emisebenzini, kaNombolo 75 ka, 1997, ngazisa ngokushicilelwa koshintsho Emkhakheni ka Nombolo 6: Emkhakheni woNogada Bangasese, eNingizimu Ne Afrika, eshicifelwe ngaphansi kwesaziso sikahulumeni kunombolo 35633 ngomhlaka 28 kuNhlanguvana 2012 ngokomgomo wezokulingiswa okhishwe ngomhlaka 01 kuMandulo 2015 njengosuku elabekelwa ukuqala koshintsho.


 M.N. OLIPHANT, MP
 UNGQONGQOSHE WEZABASEBENZI

DATE: 14/08/2015

SECTORAL DETERMINATION 6: PRIVATE SECURITY SECTOR**TABLE OF CONTENTS**

Section	Contents
1	Area and scope of application
2	Definitions
3	Remuneration
4	Payment of Remuneration
5	Ordinary Hours of Work, Overtime and Payment for Overtime
6	Annual Bonus
7	Compensation for work on a Public Holiday
8	Compensation for work on a Sunday
9	Annual Leave
10	Sick Leave
10A	Proof of Incapacity
11	Family Responsibility Leave
12	Maternity Leave
12A	Maternity Benefits
13	Study Leave
14	Service Benefit
15	Transfer Allowance
16	Written Particulars of Employment
17	Keeping of Records
18	Presumption as to who is an Employee
19	Weapons, Uniforms, Overalls and Protective Clothing
20	Temporary Employment Services, Labour Brokers and Independent Contractors
21	Prohibition of Employment of Children
22	Prohibition on Forced Labour
23	Termination of Contract of Employment
24	Severance Pay
25	Certificate of Service
26	Attendance Register
27	Private Security Sector Provident Fund
28	Employers to keep a copy of this Determination
29	Variation by Minister
30	Superseding of Earlier Government Gazettes

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 holidays 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:
- (a) advising or reporting on any matter affecting guarding or protection services;
 - (b) assisting in the screening of candidates for employment;
 - (c) assuming responsibility for staff training;
 - (d) drawing money or cheques or taking possession of negotiable documents;
 - (e) drawing money at banks or similar institutions;
 - (f) guarding or protecting goods;
 - (g) supervising subordinate staff;
 - (h) who may drive a motor vehicle in the performance of any or all of the employee's duties; and
 - (i) 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 –
- (a) drive a motor vehicle in the performance of any or all of the employee's duties; and
 - (b) 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 –
- (a) supervising or controlling Security officers, grade D or E;
 - (b) driving a motor vehicle in the course of supervising or controlling Security officers grade D or E;
 - (c) driving a motor vehicle for the purpose of transporting Security officers;
 - (d) armed response; and
 - (e) 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 –
- (a) controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
 - (b) searching persons and, if necessary, restraining them;
 - (c) supervising or controlling Security officers, grade E;
 - (d) searching goods or vehicles; and
 - (e) 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 –
- (a) guarding, protecting or patrolling premises or goods;
 - (b) 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 –
- (a) 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				45
During the first year of experience	R3,068	R2,813	R2,544	
During the second year of experience	R3,119	R2,852	R2,581	
Thereafter	R3,166	R2,908	R2,637	
Clerk				45
During the first year of experience	R3,346	R2,918	R2,820	
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 -				45
Light motor vehicle	R3,229	R2,990	R2,707	
Medium motor vehicle	R3,460	R3,197	R2,916	
Heavy motor vehicle	R3,612	R3,332	R3,051	
General Worker				45
During the first six months service with the same employer	R2,511	R2,304	R2,067	
Thereafter	R2,594	R2,391	R2,148	
Handyman	R3,571	R3,309	R3,044	45
Security Officer				48
Grade A	R4,571	R4,177	R3,794	
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.

WARNING!!!

To all suppliers and potential suppliers of goods to the Government Printing Works

The Government Printing Works would like to warn members of the public against an organised syndicate(s) scamming unsuspecting members of the public and claiming to act on behalf of the Government Printing Works.

One of the ways in which the syndicate operates is by requesting quotations for various goods and services on a quotation form with the logo of the Government Printing Works. Once the official order is placed the syndicate requesting upfront payment before delivery will take place. Once the upfront payment is done the syndicate do not deliver the goods and service provider then expect payment from Government Printing Works.

Government Printing Works condemns such illegal activities and encourages service providers to confirm the legitimacy of purchase orders with GPW SCM, prior to processing and delivery of goods.

To confirm the legitimacy of purchase orders, please contact:

Renny Chetty (012) 748-6375 (Renny.Chetty@gpw.gov.za),

Anna-Marie du Toit (012) 748-6292 (Anna-Marie.DuToit@gpw.gov.za) and

Siraj Rizvi (012) 748-6380 (Siraj.Rizvi@gpw.gov.za)

IMPORTANT

Information

from Government Printing Works

Dear Valued Customers,

Government Printing Works has implemented rules for completing and submitting the electronic Adobe Forms when you, the customer, submits your notice request.

Please take note of these guidelines when completing your form.

GPW Business Rules

1. No hand written notices will be accepted for processing, this includes Adobe forms which have been completed by hand.
2. Notices can only be submitted in Adobe electronic form format to the email submission address submit.egazette@gpw.gov.za. This means that any notice submissions not on an Adobe electronic form that are submitted to this mailbox will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
3. Notices brought into GPW by "walk-in" customers on electronic media can only be submitted in Adobe electronic form format. This means that any notice submissions not on an Adobe electronic form that are submitted by the customer on electronic media will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
4. All customers who walk in to GPW that wish to submit a notice that is not on an electronic Adobe form will be routed to the Contact Centre where the customer will be taken through the completion of the form by a GPW representative. Where a customer walks into GPW with a stack of hard copy notices delivered by a messenger on behalf of a newspaper the messenger must be referred back to the sender as the submission does not adhere to the submission rules.
5. All notice submissions that do not comply with point 2 will be charged full price for the notice submission.
6. The current cut-off of all Gazette's remains unchanged for all channels. (Refer to the GPW website for submission deadlines – www.gpwonline.co.za)
7. Incorrectly completed forms and notices submitted in the wrong format will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za)
8. All re-submissions by customers will be subject to the above cut-off times.
9. All submissions and re-submissions that miss the cut-off will be rejected to the customer to be submitted with a new publication date.
10. Information on forms will be taken as the primary source of the notice to be published. Any instructions that are on the email body or covering letter that contradicts the notice form content will be ignored.

You are therefore advised that effective from Monday, 18 May 2015 should you not comply with our new rules of engagement, all notice requests will be rejected by our new system.

Furthermore, the fax number 012- 748 6030 will also be **discontinued** from this date and customers will only be able to submit notice requests through the email address submit.egazette@gpw.gov.za.



eGazette



Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za

Organized Labour demands

Duration of agreement

- This should be a one-year agreement ending on from 01 September 2018- 31 August 2019.

SECTORAL DETERMINATION 6: PRIVATE SECURITY SECTOR

1 Area and scope of application	Status quo											
2 Definitions	<ul style="list-style-type: none"> • Clause 2(63) should read: <i>Security Officer, Grade C, D and E means ...</i> • Incorporate sub-clauses 2(64) and 2(65) into Clause 2(63) • National Key Point or Key Point – means any place or area or site of national strategic importance as declared by the Minister of Police in terms of section 2 of <i>The National key Point Act, 1980</i> • Screener Officer mean every officer or guard at an airport or any other place who checks passengers or their luggage at a security checkpoint • Screener officers to be given eye treatment once a year at the cost of the employer. 											
3 Remuneration	<table border="1" data-bbox="501 1391 1378 1682"> <thead> <tr> <th data-bbox="501 1391 1034 1440">Grade</th> <th data-bbox="1034 1391 1378 1440">New Basic Salary</th> </tr> </thead> <tbody> <tr> <td data-bbox="501 1440 1034 1489">A</td> <td data-bbox="1034 1440 1378 1489">R8 500</td> </tr> <tr> <td data-bbox="501 1489 1034 1538">B</td> <td data-bbox="1034 1489 1378 1538">R8000</td> </tr> <tr> <td data-bbox="501 1538 1034 1588">C</td> <td data-bbox="1034 1538 1378 1588">R7500</td> </tr> <tr> <td data-bbox="501 1588 1034 1682">Employees not elsewhere specified</td> <td data-bbox="1034 1588 1378 1682">Delete and incorporate to above Grades</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • Learner ship, youth wage subsidy program etc. – compulsory top up by an employer to not less than grade C • Abolishment of Area 2 		Grade	New Basic Salary	A	R8 500	B	R8000	C	R7500	Employees not elsewhere specified	Delete and incorporate to above Grades
Grade	New Basic Salary											
A	R8 500											
B	R8000											
C	R7500											
Employees not elsewhere specified	Delete and incorporate to above Grades											

	<ul style="list-style-type: none"> • R200 Night shift allowance (per shift) • Special allowances (per shift) <table border="1" data-bbox="593 439 1364 730"> <thead> <tr> <th>Types of allowance</th> <th>Year 1</th> </tr> </thead> <tbody> <tr> <td>Mobile supervisor</td> <td>R200</td> </tr> <tr> <td>Armed Security Officer</td> <td>R200</td> </tr> <tr> <td>Armed Reaction Officer</td> <td>R200</td> </tr> <tr> <td>National key point</td> <td>R200</td> </tr> <tr> <td>Control Centre operator</td> <td>R200</td> </tr> </tbody> </table> • All other allowance not included here, are to be negotiated at a plant level. 	Types of allowance	Year 1	Mobile supervisor	R200	Armed Security Officer	R200	Armed Reaction Officer	R200	National key point	R200	Control Centre operator	R200
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Armed Reaction Officer	R200												
National key point	R200												
Control Centre operator	R200												
4 Payment of Remuneration <i>(remove word "loss")</i>	Clause 4(11), (c), (i) the loss of damage to company property occurred in the course of employment and was due to the fault of the employee, it being understood that financial setbacks emanating from unauthorized absenteeism does not lead to deductions being made against an employee.												
5 Ordinary Hours of Work, Overtime and Payment for Overtime	<ul style="list-style-type: none"> • Basic salary based on 8-hour shift with free transport to and from work. • 5(7)Night Shift Transport Allowance (courts, airports and any other areas working for 8 hours p/shift): R1000 p/month for those working for 8-hour shift per day or provision of free transport by the company for employees who report off duty at 21h00. Such employees report shifts from 06h00 to 14h00, from 14h00 to 21h00, from 21h00 to 06h00, majority uses meter taxi to go home after 21h00. 												
6 Annual Bonus	<ul style="list-style-type: none"> • Annual Bonus to be 13th cheque from 01 September 2018 												
7 Compensation for work on a Public Holiday	<ul style="list-style-type: none"> • Status quo 												
8 Compensation for work on a Sunday	<ul style="list-style-type: none"> • Double payment 												

9 Annual Leave	<ul style="list-style-type: none"> • (9)(2) ...the employer must grant an employee at least 30days annual leave to be paid as Basic salary. • 9(3) An employee who has completed a year with the same employer shall be entitled for three additional paid days. 												
10 Sick Leave	10(1) in this clause “sick leave cycle” means the period of 18 months uninterrupted service with the same employer ...												
10A Proof of Incapacity	Status quo												
11 Family Responsibility Leave	<table border="1" data-bbox="523 779 1358 925"> <tr> <td data-bbox="523 779 1358 824">10 days per annum</td> </tr> <tr> <td data-bbox="523 824 1358 925">Amend 11(2)(b) to read, “when the employee’s child or spouse or life partner is sick”</td> </tr> </table>	10 days per annum	Amend 11(2)(b) to read, “ when the employee’s child or spouse or life partner is sick ”										
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12 Maternity Leave	<ul style="list-style-type: none"> • Maternity leave for 6 months paid on full pay 												
13 Study Leave	<ul style="list-style-type: none"> • Study leave - 6 days per module or subject 												
14 Service Benefit	<table border="1" data-bbox="504 1182 1361 1473"> <thead> <tr> <th data-bbox="504 1182 794 1227">Years</th> <th data-bbox="794 1182 1361 1227">Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="504 1227 794 1272">2 years</td> <td data-bbox="794 1227 1361 1272">R1500</td> </tr> <tr> <td data-bbox="504 1272 794 1317">5 years</td> <td data-bbox="794 1272 1361 1317">R2000</td> </tr> <tr> <td data-bbox="504 1317 794 1361">10 years</td> <td data-bbox="794 1317 1361 1361">R2500 and R500 every month thereafter.</td> </tr> <tr> <td data-bbox="504 1361 794 1406">15 years</td> <td data-bbox="794 1361 1361 1406">R4500</td> </tr> <tr> <td data-bbox="504 1406 794 1473">20 years</td> <td data-bbox="794 1406 1361 1473">R7500</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • R500 benefit for each completed year to be paid to the employee upon any termination. 	Years	Amount	2 years	R1500	5 years	R2000	10 years	R2500 and R500 every month thereafter.	15 years	R4500	20 years	R7500
Years	Amount												
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20 years	R7500												
15 Transfer Allowance	<ul style="list-style-type: none"> • Transfer allowance – reduce 60KM to 30KM and once off relocation fee of R3000 												
16 Written Particulars of Employment	Status quo												

17 Keeping of Records	Status quo
18 Presumption as to who is an Employee	Status quo
19 Weapons, Uniforms, Overalls and Protective Clothing	<ul style="list-style-type: none"> • 19(1)(b) provide, free of charge, two sets of footwear, a raincoat and two sets of daily washable uniform items ...per annum. • 19(3) ... R200 Cleaning Allowance
20 Temporary Employment Services, Labour Brokers and Independent Contractors	There shall be no “self-employed” security officers.
21 Prohibition of Employment of Children	Status quo
22 Prohibition on Forced Labour	Status quo
23 Termination of Contract of Employment	Status quo
24 Severance Pay	24(2) ...severance pay equal to at least 2 weeks for each completed year of continuous service ...
25 Certificate of Service	Status quo
26 Attendance	Status quo

Register	
27 Private Security Sector Provident Fund (PSSPF)/	<ul style="list-style-type: none"> • Provident fund (PSSPF), trustees to be Labour and 3 independent trustees • Increment of fund contributions to 8% and with an equal corresponding contribution from employer.
28 Employers to keep a copy of this Determination	Status quo
29 Variation by Minister	Status quo
30 Superseding of Earlier Government Gazettes	All previous Gazettes for Private Security Sector to be superseded by the new Gazette effective from 01 September 2018.

Demands to be incorporated to the SD 6

- Compulsory Medical Cover from 2018 with employer contributing 60% and employee contributing 40%
- Housing Allowance of R1800
- Paternity Leave – 10 days
- *Any other matter not included in these demands may be negotiated at a plant level.*

NB. These consolidated demands have been endorsed by all trade unions in the NBF. Wording contained herein are subject to changes as to give effect to intention, content and interpretation.