

REPUBLIC
OF
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REPUBLIEK
VAN
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Government Gazette Staatskoerant

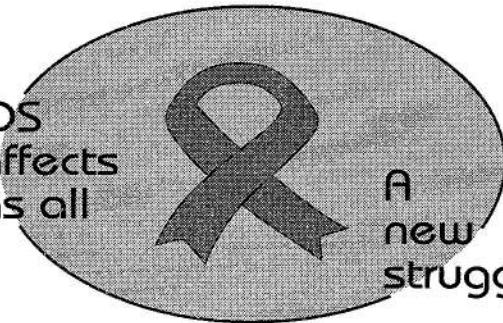
Vol. 416

PRETORIA, 25 FEBRUARY
FEBRUARIE 2000

No. 20933

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

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GOVERNMENT NOTICES
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DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 195

25 February 2000

BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997**SCHEDULE THREE**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, in terms of section 95(2) of the Basic Conditions of Employment Act No 75 of 1997 determine that schedule three of the Act, as applicable to security guards, be amended and be replaced by the schedule hereto and fix the date of publication as the date from which the amendment to the schedule shall be binding.

M M S MDLADLANA, MP

Minister of Labour

No. R. 195

25 Februarie 2000

WET OP BASIESE DIENSVOORWAARDES, NO 75 VAN 1997**SKEDULE DRIE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, bepaal ingevolge artikel 95 (2) van die Wet op Basiese Diensvoorwaardes, No 75 van 1997, dat skedule drie van die Wet, soos van toepassing op veiligheidswagte, verander en vervang word met die bylae by die Engelse kennisgewing hier by en bepaal die datum van publikasie van hierdie kennisgewing as die datum waarop die verandering van genoemde skedule bindend word.

M M S MDLADLANA, MP

Minister van Arbeid

**AMENDMENT TO SCHEDULE THREE OF THE BASIC CONDITIONS OF
EMPLOYMENT ACT**

SCHEDULE**Ordinary hours of work**

TABLE ONE

Security guards	For a period of 12 months after the commencement date of this Act, provided that the employee's ordinary hours of work do not exceed 55 hours per week; and thereafter for a further period of 12 months, provided that the employee's ordinary hours of work do not exceed 50 hours per week.
Security guards in the private security sector	Despite the preceding sentence, for a period of 12 months after the commencement date of a sectoral determination for the private security sector, provided that the employee's ordinary hours of work do not exceed 55 hours per week; and thereafter for a further period of 12 months, provided that the employee's ordinary hours of work do not exceed 50 hours per week.

No. R. 196

25 Februarie 2000

BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997**SECTORAL DETERMINATION 3: PRIVATE SECURITY SECTOR,
SOUTH AFRICA**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, in terms of section 51 (1) of the Basic Conditions of Employment Act, No 75 of 1997 make a Sectoral Determination establishing conditions of employment for employees in the Private Security Sector, South Africa, which appears in the schedule hereto and fix the second Monday after the date of publication of this notice as the date from which the provisions of the said Sectoral Determination shall be binding.

M M S MDLADLANA, MP
Minister of Labour

No. R. 196

25 Februarie 2000

WET OP BASIESE DIENSVORWAARDES, NO 75 VAN 1997**SEKTORALE VASSTELLING 3: PRIVAAT SEKURITEITSEKTOR
SUID-AFRIKA**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, maak ingevolge artikel 51 (1) van die Wet op Basiese Diensvoorwaardes, No 75 van 1997, 'n Sektorale Vasstelling met diensvoorwaardes vir werknemers ten opsigte van die Privaat Sekuriteitsektor, Suid-Afrika wat in die Engelse bylae hiervan verskyn en bepaal die tweede Maandag na datum van die publikasie van hierdie kennisgewing as die datum waarop die bepalings van die genoemde Sektorale Vasstelling bindend word.

M M S MDLADLANA, MP
Minister van Arbeid

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

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1. AREA AND SCOPE OF APPLICATION

- (1) This determination shall apply in the Republic of South Africa to every employer in the Private Security Sector as defined in subclause (2), and to all employees in that sector, except those employers and employees referred to in subclause (3).
- (2) "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.
- (3) The provisions of this determination shall not apply -
 - (a) to a manager as defined in clause 2(28); or
 - (b) to any employer or employee who is subject to an agreement of a bargaining council in terms of the Labour Relations Act, 1995.
- (4) For the purposes of determining the wage rate applicable to an employee, the area where the employee performs the employee's duties shall be the area contemplated in subclause (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 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) "area" includes any number of areas, whether contiguous or not;
- (2) "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;
- (3) "basic condition of employment" means a provision of the Basic Conditions of Employment Act, 1997;
- (4) "cargo security officer" means an employee who guards cargo on a ship;
- (5) "casual employee" means an employee without a fixed contract of employment who works not more than 24 hours in any week;

- (6) **"category A"** in relation to a security officer, means an employee whose ordinary hours of work, subject to subclause (7)(b), do not exceed 48 in a week;
- (7) **"category B"** in relation to a security officer, means an employee whose ordinary hours of work, subject to subclause (7)(a) and (b), do not exceed 55 in a week;
- (a) *With effect from one year after the implementation of this Determination the second transitional phase of schedule three of the Basic Conditions of Employment Act, Act No. 75 of 1997 as amended, comes into effect, from which time the maximum permissible weekly hours of work for a Category B security officer will be reduced to 50;*
- (b) *With effect from two years after the implementation of this Determination the third transitional phase of schedule three of the Basic Conditions of Employment Act, Act No. 75 of 1997 as amended, comes into effect, from which time the maximum permissible weekly hours of work for any security officer will be reduced to 45 and the terms "Category A" and "Category B" will be discontinued.*
- (8) **"child"** means a person who is under 16 years of age;
- (9) **"clerical assistant"** means an employee who is engaged in any one or more of the following duties:
- (a) Adding or subtracting, including making use of a machine;
- (b) checking attendance registers or entering particulars in connection with employees who are absent or present or the time spent by employees on different tasks at establishments or places of employment;
- (c) filing documents according to written instructions or a list, in any order;
- (d) interpreting or translating languages;
- (e) issuing passes or preparing certificates of service;
- (f) issuing time cards;
- (g) preparing wage or time cards;
- (h) recording particulars of annual or sick leave;
- (i) recording particulars in registers otherwise than by means of a typewriter 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;
- (10) **"clerk"** means an employee who is engaged in writing, typing or filing or in any other form of clerical work and includes a cashier, storeman, a telephone switch-board operator, and who may make up money into specified amounts and place such money in envelopes or other containers, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work may form part of such employee's work;

- (11) **"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;
- (12) **"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;
- (13) **"day"** means a period of 24 consecutive hours reckoned from the time such employee usually commences work;
- (14) **"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;
- (15) **"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;
- (16) **"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 -
- (a) the utilization of any person on contract performing the duties of a security officer, as defined in subclauses 2(41) to 2(46), and
 - (b) in-house security officers, performing the duties as defined in subclauses 2(41) to 2(46), who do not fall under the jurisdiction of any other wage determination, sectoral determination or bargaining council agreement;
- (17) **"establishment"** means the premises from which an employer conducts business;
- (18) **"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;
- (19) **"general worker"** means an employee who is engaged in any one or more of the following duties:
- (a) affixing postage stamps to letters, parcels or other articles;
 - (b) affixing rubber stamps or serial numbers where discretion is not required;
 - (c) assisting an artisan by holding articles or tools or working with the artisan without making independent use of any tools;

- (d) assisting on vehicles, otherwise than driving, guarding or repairing such vehicles, carrying, lifting, storing, moving, loading, unloading, opening or closing goods or parcels;
 - (e) cleaning or washing premises, doors, windows, equipment, tools, plant, machinery, furniture, vehicles, containers or other articles, and includes the polishing of floors, furniture or vehicles or the brushing of mats or the cleaning of mats by means of a machine;
 - (g) 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;
 - (h) delivering or conveying messages, letters, goods or parcels on foot, or by any means excluding motor vehicles;
 - (i) feeding or tending animals;
 - (j) filling fuel tanks or filling or draining oil sumps;
 - (k) gardening;
 - (l) oiling or greasing vehicles, plant or machinery;
 - (m) opening or closing doors or windows;
 - (n) pushing or pulling vehicles otherwise than by means of mechanical equipment;
 - (o) removing refuse or ashes;
 - (p) removing, replacing, changing wheels, tyres or tubes, or repairing or pumping tyres or tubes;
 - (q) removing, topping up or replacing batteries;
 - (r) replacing towels, soap or toilet paper;
 - (s) stamping or stenciling containers or parcels where discretion is not required;
 - (t) washing or ironing overalls, uniforms or protective clothing;
 - (u) whitewashing, cleaning or disinfecting kennels, stables, outbuildings or toilets;
- (20) "**goods**" means any movable property, 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;
- (21) "**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;
- (22) "**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;
- (23) "**heavy motor vehicle**" means a motor vehicle the gross vehicle mass of which exceeds 9 000 kg;
- (24) "**hourly wage**" means an employee's hourly wage in respect of ordinary hours worked, as set out in clause 3(1)(b), and in the case of a ship security officer and a cargo security officer it means the wage referred to in clause 3(1)(d);

- (25) *"law"* includes the common law;
- (26) *"light motor vehicle"* means a motor vehicle the gross vehicle mass of which does not exceed 3 500 kg;
- (27) *"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;
- (28) *"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;
- (29) *"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);
- (30) *"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);
- (31) *"medium motor vehicle"* means a motor vehicle the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg;
- (32) *"motor vehicle"* means a self-propelled vehicle used for the transportation of goods, persons or dogs, and includes a motor cycle and a motorised three-wheeler;
- (33) *"night work"* means work which is performed between the hours of 18:00 on one day and 06:00 the next day;
- (34) *"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;
- (35) *"ordinary wage"* means the employees ordinary remuneration excluding any premium for work on a Sunday or public holiday;
- (36) *"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;
- (37) *"premises"* means any land and any building or structure above or below the surface of any land and includes any vehicle, aircraft or vessel;

- (38) **"public holiday"** means any day that is a public holiday in terms of the Public Holidays Act, 1994 (Act No. 36 of 1994);
- (39) **"qualified"**, in relation to an employee referred to in subclauses (9) and (10), means that the experience of an employee in the employee's class entitles the employee to the highest wage 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 wage rate;
- (40) **"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;
- (41) **"security officer"** means a security officer, grade A, B, C, D or E;
- (42) **"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; and
 - (h) who may drive a motor vehicle in the performance of any or all of the employee's duties;
- (43) **"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;
 - (b) be called upon to perform any or all of the duties of a security officer, grade C;
- (44) **"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; and
 - (d) who may be called upon to perform any or all of the duties of a security officer, grade D;
- (45) **"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;
- (46) "*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);
- (47) "*spare and reliever*" means an employee who reports for duty at a specified place and time, and 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;
- (48) "*ship security officer*" means an employee who guards the entrance to or exit from a ship;
- (49) "*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;
- (50) "*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;
- (51) "*Sunday work*" means any work performed where the relevant shift commences on a Sunday and where the major portion of that shift is performed on that Sunday;
- (52) "*wage*" means that amount of money payable to an employee in terms of clause 3(1) in respect of ordinary hours of work;
- (53) "*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 wages* :
- (a) The minimum wages which an employer shall pay employees shall be as specified in subclauses (1)(b), (1)(c) and (1)(d).
 - (b) An employer shall pay to each member of the undermentioned classes of employees, other than casual employees, cargo security officers or ship security officers, the minimum wages specified hereunder:

HOURLY WAGE RATES						
	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	Maximum permissible working Hours per week for each respective category of employee, subject to clause 5(2), with regard to averaging of working hours.
	In the Magisterial Districts of Brakpan, Camperdown, Chatsworth, Durban, Germiston, Alberton, Bellville, Benoni, Boksburg, Goodwood, Inanda, Johannesburg, Kempton Park, Krugersdorp, Kuils River, Oberholzer, Mitchell's Plain, Nigel, Paarl, Port Elizabeth, Pinetown, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Springs, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg.	In the Magisterial Districts of Bloemfontein, East London, Kimberley, Klerksdorp, Pietermaritzburg, Somerset West, Stellenbosch, and Strand.	In the Magisterial Districts of Odendaalsrus, Potchefstroom, Virginia, Welkom and Witbank.	In the Magisterial Districts of Bethlehem, George, Hennenman, Highveld Ridge, King William's Town, Klip River, Knysna, Lower Tugela, Lower Umfolozi, Middelburg (Mpumalanga), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Queenstown and Umzinto.	All other areas	
Artisan	10,63	9,71	9,32	8,18	7,37	45
Clerical Assistant - During the first year of experience During the second year of experience Thereafter	5,29 5,52 5,72	4,88 5,05 5,29	4,41 4,58 4,82	4,14 4,28 4,45	3,73 3,86 4,01	45
Clerk - During the first year of experience During the second year of experience During the third year of experience Thereafter	5,79 6,63 7,48 8,36	5,34 6,34 6,87 7,65	4,90 5,65 6,46 7,20	4,50 5,15 5,78 6,41	4,05 4,64 5,21 5,77	45

Control or Communication Centre Operator	As for relevant Security Officer grading	As for relevant Security Officer grading	As for relevant Security Officer grading	As for relevant Security Officer grading	As for relevant Security Officer grading	As for Security Officers
Controller	As for a Clerical Assistant	As for a Clerical Assistant	As for a Clerical Assistant	As for a Clerical Assistant	As for a Clerical Assistant	As for Clerical Assistant
Driver of a - Light motor vehicle Medium motor vehicle Heavy motor vehicle	5,58 6,59 7,20	5,19 6,08 6,66	4,71 5,62 6,20	4,34 5,11 5,55	3,91 4,60 5,00	45
General Worker - During the first six months service with the same employer Thereafter	4,34 4,74	4,00 4,38	3,60 3,95	3,40 3,73	3,06 3,36	45
Handyman	6,17	5,74	5,28	4,81	4,33	45
Security Officer - Grade A Grade B Grade C Grade D Grade E <i>(Hourly wage scales for category A and category B security officers are identical)</i>	10,52 8,60 6,31 5,59 5,22	9,61 7,83 5,83 5,11 4,80	8,73 7,05 5,26 4,65 4,33	8,09 6,53 4,90 4,33 4,07	7,29 5,88 4,41 3,90 3,67	Hours of work as per clause 5 of this determination
Employees not elsewhere specified	5,37	4,95	4,47	4,22	3,80	45
Refer also to subclauses (5), (6), (7) and (8)						

- (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 prescribed in subclause (1)(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 wage 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 wage 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 wages on a rising scale are prescribed, the expression "hourly wage" shall mean the hourly wage prescribed for a qualified employee of that class;
 - (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.
- (d) **Ship security officers and cargo security officers:** A ship security officer and a cargo security officer shall be paid at least R4,33 for each hour or part of an hour of employment.
- (2) **Basis of contract:** For the purposes of this clause, the contract of employment of an employee, other than a casual employee, a ship security officer or a cargo security officer, shall be on a weekly basis.
- (3) **Differential wage:** 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 therefor, work of another class for which -
- (a) a wage higher than that of the employee's own class is prescribed in subclause (1), shall pay to such employee in respect of that day not less than the daily wage calculated at the higher rate; or
 - (b) a rising scale of wages terminating in a wage higher than that of the employee's own class as prescribed in subclause (1), shall pay to such employee in respect of that day not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for the employee's ordinary work: provided that -
 - (i) this subclause shall not apply where the difference between the classes in terms of subclause (1) is based on experience;

- (ii) 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 wage is prescribed.
- (4) **Calculation of wages:** The wage, overtime and Sunday time of an employee, other than a casual employee, a ship security officer or a cargo security officer, shall be calculated on an hourly basis and an employee shall be paid accordingly.
- (5) **Bicycle allowance:** An employer who requires an employee to use an employee's own bicycle in the performance of an employee's duties shall pay the employee, in addition to any other remuneration payable to the employee -
 - (a) in the case of a casual employee, a ship security officer and a cargo security officer, an allowance of not less than R1,00 per day;
 - (b) in the case of any other employee, an allowance of not less than R5,00 per week or, if the employee is required or permitted to use an employee's own bicycle on occasion only, an allowance of not less than R1,00 for each day on which an employee so uses the bicycle.
- (6) **Night shift allowance:** If the major portion of the shift ordinarily falls between the hours of 18:00 on one day and 06:00 the next day that employee will be entitled to and shall receive an allowance of R 1,35 per such night shift worked.
- (7) **Firearm allowance:** An employer shall pay an employee who is required to carry a firearm in the performance of an employee's duties at a rate of not less than that specified for a grade D security officer or at the rate which an employee normally receives, whichever is the higher.
- (8) **Dog allowance:** For every day or part of a day on which an employer requires or permits a security officer Grade C, D or E to use or be in charge of a dog in the performance of an employee's duties, an employer shall pay the employee an allowance of not less than R1,00 for such day.

4. PAYMENT OF REMUNERATION

- (1) For employees, other than casual employees, ship security officers and cargo security officers, 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, or
 - (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 7 days of termination of employment.
- (3) Such amount shall be contained in a sealed envelope.
- (4) An employer must give an employee a payslip 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 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 clause 4(4) must be given to each employee at the workplace or at a place agreed to by the employee and such payslip 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 payslip or in 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, hand to the employee the aforementioned statement.

- (6) **Casual employees, ship security officers and cargo security officers:** An employer shall pay a casual employee, a ship security officer or a cargo security officer 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 natura:** 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 natura form of payment in lieu of wages or a part thereof.
- (10) If an employee works as a "*spare/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) subject to 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 subclause do not exceed one quarter of the employee's monthly remuneration in money.

- (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.
- (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, a ship security officer or a cargo security officer's) hourly wage in respect of each hour of such reduction:
Provided that-
- (i) such deduction shall not exceed one third of the employee's wage 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 pay-day concerned;
 - (ii) no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of subclause (e);

Provisos (i) and (ii) shall not apply where the contract of employment is terminated.

- (g) A deduction in accordance with the provisions of clause 9(7); 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 during the –

(a) *first year from date of implementation of this Determination, in the case of –*

(aa) a security officer, category A,
(i) 48 in any week; and
(ii) subject to subparagraph (i), 12 on any day;

(ab) a security officer, category B,
(i) 55 in any week; and
(ii) subject to subparagraph (i), 12 on any day;

(b) *second year from date of implementation of this Determination, in the case of –*

(aa) a security officer, category A,
(i) 48 in any week; and
(ii) subject to subparagraph (i), 12 on any day;

(ab) a security officer, category B,
(i) 50 in any week; and
(ii) subject to subparagraph (i), 12 on any day;

(c) thereafter for all security officers
(i) 45 in any week
(ii) subject to subparagraph (i) 12 on any day

(d) a ship security officer or cargo security officer; 12 on any day;

(e) any other class of employee -
(i) 45 in any week; and
(ii) subject to subparagraph (i), in the case of an employee who normally works on-
(aa) not more than five days in a week, nine on any day; and
(ab) more than five days in a week, eight on any day.

(2) ***Averaging of Working Hours:*** Despite subclause (1), the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months.

(a) An employer may not require or permit an employee to work more than –

(i) an average of 55 ordinary hours of work in a week for the first year from date of implementation and 50 ordinary hours of work per week for the second year from date of implementation of this Determination over the agreed period and 45 ordinary hours per week thereafter; 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 clause 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 clause 5(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 45 hours in any week, with the exception of the arrangements in respect of security officers in terms of sub clauses 5(1)(a),(b) and (c);
 - (b) more than 10 hours overtime in any week; or
 - (c) on more than five days in any week.
- (4) **Meal intervals :** An employer shall not require or permit an employee, other than a casual employee, a security officer, a ship security officer or a cargo security officer, to work for more than five hours continuously without a meal interval of not less than one hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that -
- (a) such interval may be reduced to not less than half an hour by written mutual agreement between an employer and an employee;
 - (b) periods of work interrupted by intervals of less than one hour, except where proviso (a) or (e) applies, shall be deemed to be continuous;
 - (c) if such interval is longer than one hour, any period exceeding one and a quarter hours shall be deemed to form part of the ordinary hours of work;
 - (d) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;
 - (e) when on any day by reasons of overtime worked, an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes;
 - (f) a driver who during such interval does not work other than being or remaining in charge of the vehicle or its load shall for the purposes of this subclause be deemed not to have worked during such interval;
 - (g) in case of an employee who is wholly or mainly engaged in cleaning premises, if such interval is longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work.
- (5) **Rest intervals:** An employer shall grant to each employee, other than a driver, a security officer, a ship security officer or cargo security officer, a rest interval of not less than 15 minutes as practicable in the middle of the first and second work period of the day, and during such interval 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 subclauses (4) and (5), all hours of work of an employee, other than a ship security officer or a cargo security officer, 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 -
 - (aa) of any health and safety hazards associated with the work that the employee is required to perform; and
 - (ab) of the employee's right to undergo a medical examination in terms of subclause (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 -
 - (aa) before the employee starts, or within a reasonable period of the employee starting, such work; and
 - (ab) 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 -
 - (aa) the employee suffers from a health condition associated with the performance of night work; and
 - (ab) if it is practicable for the employer to do so.
 - (e) For the purposes of subclause (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:** 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, in the case of-
- (a) a casual employee, three hours on any day;
 - (b) any other class of employee, 10 hours in any week.
- (9) **Payment for overtime:** An employer shall pay an employee who works overtime, at a rate of not less than one and a half times the employee's hourly 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 subclause (10)(a) may, by written agreement, be reduced to 10 hours for an employee -
 - (i) who lives on the premises at which the work place is situated; and
 - (ii) whose meal interval lasts for at least three hours.

- (c) Despite subclauses (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) Subclauses (4), (5), (6) and (8) shall not apply to an employee while an employee is engaged in emergency work.
- (b) Subclause (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 employee, for every week that the employee was paid or entitled to be paid and in respect of each completed 12 months of service with such employer, an annual bonus calculated as follows:

$$\text{Employee's hourly wage X employee's ordinary hours of work} \quad \times \quad \frac{52}{12} \quad \times \quad \frac{\text{"R"}}{100}$$

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

- (i) 34 for the first year of operation of this determination;
- (ii) 56 for the second year of operation of this determination;
- (iii) 78 for the third year of operation of this determination;
- (iv) 100 thereafter.

- (2) The annual bonus shall be paid on the anniversary of the employee's date of employment with the employer unless the employer and a representative trade union and/or the employee mutually agree in writing upon another date.
- (3) The annual bonus shall be calculated monthly at the wage rate in effect during each relevant month and paid to the employee as per subclause 6(2).

7. PUBLIC HOLIDAY

- (1) All employees working on a Public Holiday will be remunerated in terms of the provisions of the Basic Conditions of Employment Act, No 75 of 1997, or any amendment thereto.
- (2) Compensation to a casual employee, a ship security officer or a cargo security officer 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 -

- (i) to perform the work of a class of employee for whom wages 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(4);
 - (ii) to work for less than four hours on such a day, an employee shall be deemed to have worked for four hours.
- (b) Whenever a ship security officer or a cargo security officer works on a public holiday, an 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.

(3) **Payment:** The remuneration payable in terms of this clause to an employee, other than a casual employee, a ship security officer or a cargo security officer, 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. A casual employee, a ship security officer or a cargo security officer shall be remunerated as set out in clause 4(6).

8. COMPENSATION FOR WORK ON A SUNDAY

- (1) All employees working on a Sunday will be remunerated in terms of the provisions of the Basic Conditions of Employment Act, No 75 of 1997, or any amendment thereto.
- (2) Compensation to a casual employee, a ship security officer or a cargo security officer 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 wages 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 term of clause 3(4);
 - (ii) to work for less than four hours on such a day, an employee shall be deemed to have worked for four hours.
 - (b) Whenever a ship security officer or a cargo security officer works on a Sunday, an 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.

(3) **Payment:** The remuneration payable in terms of this clause to an employee, other than a casual employee, a ship security officer or a cargo security officer, 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. A casual employee, a ship security officer or a cargo security officer shall be remunerated as set out in clause 4(6).

9. ANNUAL LEAVE

- (1) The employer shall grant to an employee, and the employee shall take, in respect of each completed period of 12 months of employment with the employer, one day of annual leave on full pay, for every 17 ordinary days on which the employee worked or was entitled to be paid.
- (2) An employer must pay an employee leave pay at least equivalent to the remuneration that the employee would have received for working for a period of annual leave, calculated at the employee's ordinary rate of remuneration immediately before the beginning of the period of annual leave; and in accordance with clauses 2(51) and 3(1).
- (3) An employee is entitled to take leave accumulated in an annual leave cycle on consecutive days.
- (4) An employer must grant annual leave not later than six months after the end of the annual leave cycle.
- (5) An employer may not require or permit an employee to take annual leave during-
 - (a) any other period of leave to which an employee is entitled in terms of this determination; or
 - (b) any period of notice of termination of employment.
- (6) Despite subclause (5), an employer must permit an employee, at the employee's written request, to take paid leave during a period of unpaid leave.
- (7) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave, calculated at the employee's rate of remuneration, granted to the employee at the employee's request during that leave cycle.
- (8) An employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked.
- (9) An employer may not require or permit an employee to work for the employer during any period of annual leave.
- (10) 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 18(9)(b).
- (11) An employer must pay an employee leave pay -
 - (a) before the beginning of the period of leave; or
 - (b) by agreement, on the employee's usual pay day.
- (12) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (7), and whose employment terminates before such leave has been granted and been taken, shall, upon such termination be paid the amount an employee would have received, in respect of the leave, had the leave been granted to the employee and taken by the employee as at the date of the termination calculated in terms of subclause (2).

10. SICK-LEAVE

- (1) In this clause "sick leave cycle" means the period of 36 months 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 subclause (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 entitlement to sick leave in terms of subclause (2) by the number of days sick leave taken in terms of subclause (3).
- (5) Subject to subclause (8), an employer must pay an employee for a day's sick leave -
 - (a) the ordinary wage 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 clause if the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and
 - (a) the employee's entitlement to pay -
 - (i) for any day's sick leave is at least 75 per cent of the wage 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 subclause (2).
- (7) An employer may, as a condition precedent to the payment by the employer of any amount claimed in terms of this clause by an employee require the employee to produce a certificate signed by a registered medical practitioner, or 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 stating the nature and the duration of the employee's incapacity: in respect of any absence from work -
 - (a) on more than two consecutive working days; or
 - (b) on the working day immediately preceding or the working day immediately succeeding, in the case of -
 - (i) a security officer a free period, public holiday or Sunday;
 - (ii) any other class of employee a Sunday or public holiday.
- (8) When an employee has, during any period up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, an employer may during the period of eight weeks immediately succeeding the last such occasion require the employee to produce such a certificate in respect of any absence from work.

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, three 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, grandparent, child, adopted child, grandchild or sibling.
- (3) An employer must pay an employee for a day's family responsibility leave—
 - (a) the ordinary wage the employee would have received for a day worked; and
 - (b) on the employee's usual pay day.
- (4) An employee may take family responsibility leave in respect of the whole or a 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 subclause (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 leave cycle in which it accrues.

12. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' 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 subclause (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) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child.
- (8) During an employee's pregnancy, and for a period of up to six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—
 - (a) the employee is required to perform night work, as defined in subclause 2(33) or if her work poses a danger to her health or safety or that of her child; and
 - (b) it is practicable for the employer to do so.

13. 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 begins;
 - (e) the employee's ordinary hours of work and days of work;
 - (f) the employee's wage or the rate and method of calculating wages;
 - (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 subclause (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.

14. KEEPING OF RECORDS

- (1) Every employer must keep a record containing at least the following information :
- (a) the employee's name and occupation;
 - (b) the time worked by each employee;
 - (c) the 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 subclause (1) must be kept by the employer for a period of three years from the date of the last entry in the record.
- (3) No person may make a false entry in a record maintained in terms of subclause (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.

15. 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) and shall in like manner provide the officer with, or ensure that an officer is provided with, a seat which has a proper back support;
 - (c) supply, free of charge, a jersey, coat or other suitable outer garment for the employee's protection against cold or wet weather, as well as any footwear, uniform, overall, or other protective clothing which an employer requires an employee to wear or which an employee is required by any law to provide for an employee. 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 R1,50 per week, which shall however not be payable during periods of absence from work.
- (2) Any article provided by an employer in terms of subclause (1) shall remain the employer's property.
- (3) No employer shall make any deduction from the wages of any employee in regard to any article provided to that employee in terms of subclause (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 cost of such article from the employee by making a deduction over an appropriate period from that employee's wage. Further, provided that such monthly deduction shall not exceed one tenth of the employee's monthly remuneration.

16. 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 of that age;
 - (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 subclause (1) or (2) commits an offence.

17. 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 subclause (1).
- (3) A person who contravenes subclauses (1) or (2) commits an offence.

18. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) Subject to subclause (6)(b), a contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less than -
 - (a) one week, if the employee has been employed for four weeks or less;
 - (b) two weeks, if the employee has been employed for more than four weeks, but not more than one year;
 - (c) four weeks, if the employee has been employed for one year or more.
- (2) A collective agreement may permit a notice period shorter than required by subclause (1).
- (3) No agreement may require or permit an employee to give a period of notice longer than that required of the employer.
- (4)
 - (a) Notice of termination of a contract of employment must be given in writing, except when it is given by an illiterate employee.
 - (b) If an employee who receives notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonably understands.
- (5) Notice of termination of a contract of employment given by an employer or an employee must not -
 - (a) be given during any period of leave to which the employee is entitled in terms of clause 9(1), and
 - (b) run concurrently with any period of leave to which the employee is entitled in terms of clause 9(1), except sick leave.

- (6) Nothing in this clause affects the right -
 - (a) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law, and
 - (b) of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law.
- (7) Instead of giving an employee or employer notice in terms of subclause (1), an employer may pay the employee the remuneration the employee would have received, calculated in accordance with subclause (1), as if the employee had worked during the notice period.
- (8) If an employee gives notice of termination of employment and the employer waives any part of the notice, the employer must pay the remuneration referred to in subclause (7), unless the employer and employee agree otherwise.
- (9) On termination of employment, an employer must pay an employee -
 - (a) remuneration in respect of -
 - (i) ordinary time worked, calculated in terms of clause 3(4);
 - (ii) overtime worked, calculated in terms of clause 5(9);
 - (iii) time worked on a Sunday, calculated in terms of clause 8(3); and
 - (iv) time worked on a public holiday or in respect of a public holiday on which the employee would normally have worked if it had not been a public holiday, in terms of clauses 7(1) and 7(2);
 - (b) remuneration calculated in accordance with clause 9(1) for any period of annual leave due in terms of clause 9(2) that the employee has not taken;
 - (c) if the employee has been in employment longer than four months, in respect of the employee's annual leave entitlement during an incomplete annual leave cycle, at a rate of one day's remuneration in respect of every 17 ordinary days on which the employee worked or was entitled to be paid.

19. 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 subclause (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 the CCMA.

20. CERTIFICATE OF SERVICE

- (1) On termination of employment an employee is entitled to a certificate of service stating –
- (a) the employee's full name;
 - (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.

21. ATTENDANCE REGISTER

- (1) An employer shall maintain an attendance register in any form of attendance documentation which is acceptable, 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 subclause (3)(a).
- (2) An employer may, instead of an attendance register, provide a semi-automatic time recorder which records substantially the same information as is required to be kept in the attendance register specified in subclause (1).
- (3) Every employer shall, in respect of each day worked by an employee on that day
- (a) record in ink or indelible pencil in such attendance register referred to in subclause (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 a 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 subclause (1) or the information recorded by a semi-automatic time recorder referred to in subclause (2), as the case may be, for a period of not less than three years after the date of the last entry therein or thereon.

22. 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.

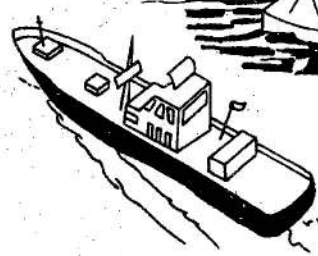
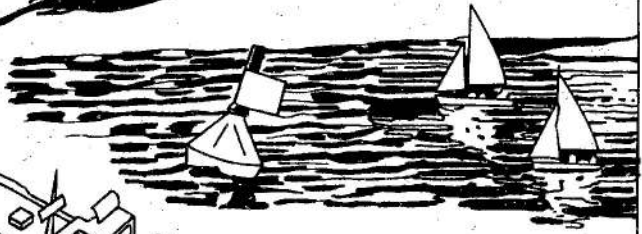
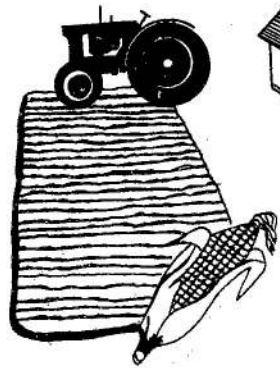
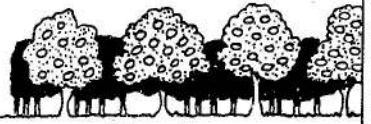
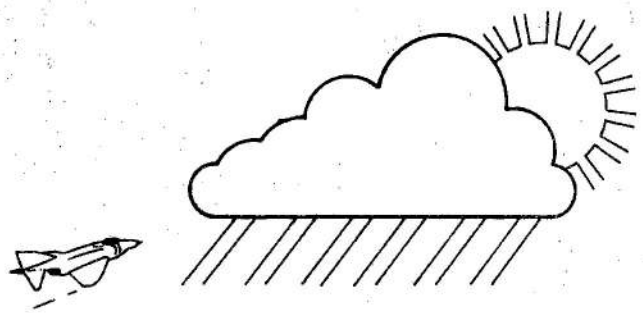
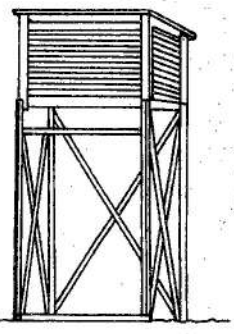
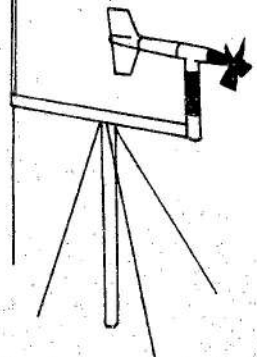
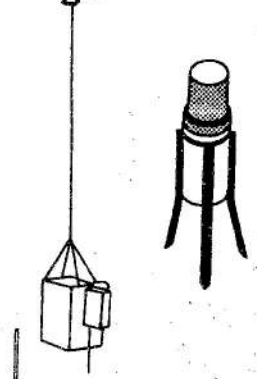
(All the provisions of Wage Determination 481: Security Services Trade, South Africa published under Government notice Nr 1187 of 18 September 1998 will be superseded by this determination with effect from the date of implementation)



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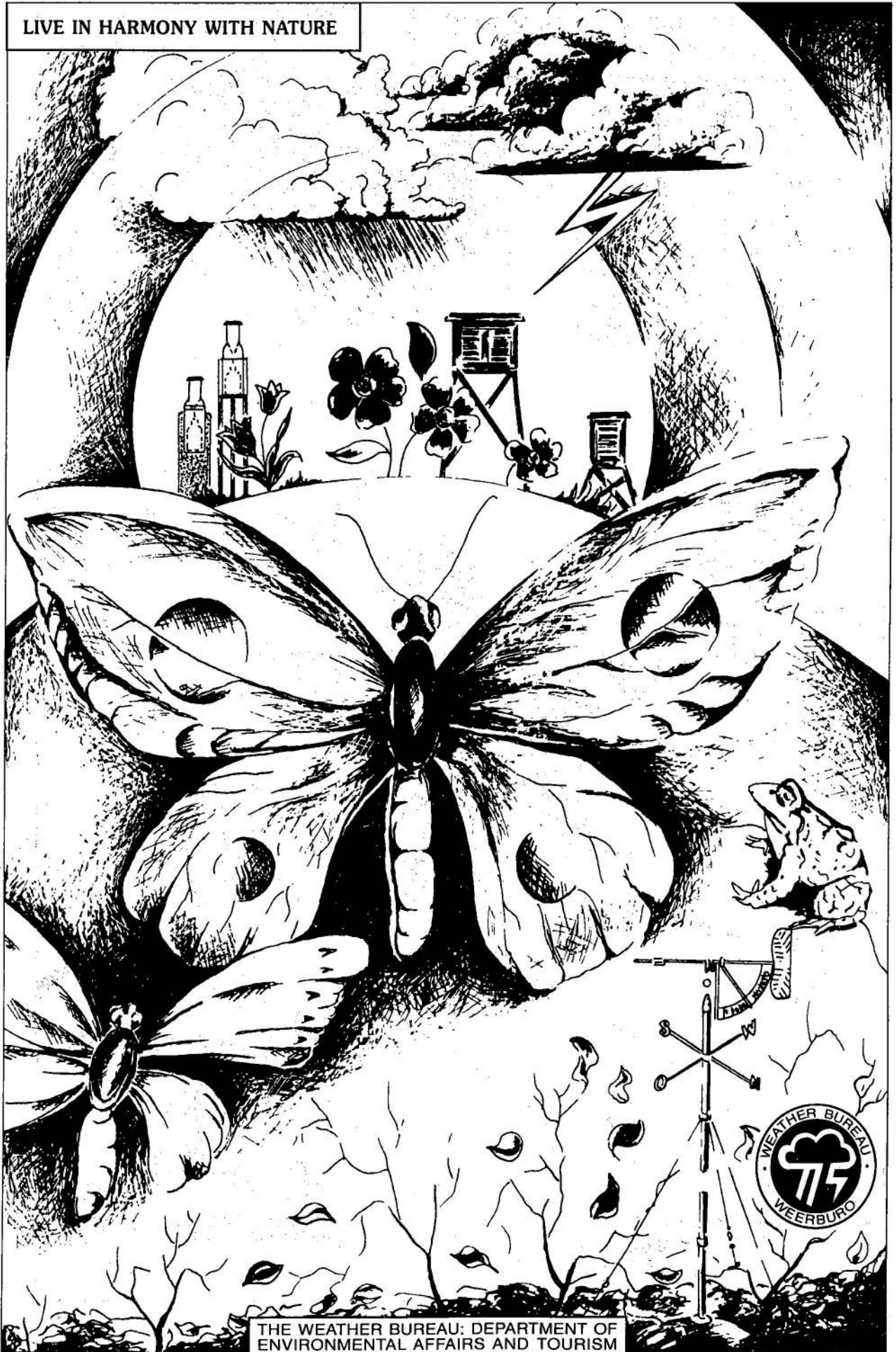
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THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Publications: Tel: (012) 334-4507, 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737
Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001
Publikasies: Tel: (012) 334-4507, 334-4508, 334-4509, 334-4510
Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504
Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737
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