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**GOVERNMENT NOTICE**  
**GOEWERMENTSKENNISGEWING**

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**DEPARTMENT OF LABOUR**  
**DEPARTEMENT VAN ARBEID**

No. R. 1250

30 November 2001

**BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997****SECTORAL DETERMINATION 6: 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. 1250

30 November 2001

**WET OP BASIESE DIENSVoorWAARDES, NO 75 OF 1997****SEKTORALE VASSTELLING 6: 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 bylae hier verskyn en bepaal die tweede Maandag na die 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**

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## 1. AREAS 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 (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 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 employer's duties shall be the area contemplated in clause 3 sub clause (1) irrespective of whether or not the employer has an establishment in that area.
- (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 herein 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 or not closest;
- (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, No 75 of 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 do not exceed 48 hours in a week;
- (7) "**category B**" in relation to a security officer, means an employee whose ordinary hours of

work do not exceed 50 hours in a week;

- (8) "**child**" means a person who is under 18 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;
  - (j) recording the engagement, dismissal or resignation of employees, including any necessary entries in an employee's file or documents; or
  - (k) transferring names and addresses from compiled documents to envelopes, labels or circulars otherwise than by means of a typewriter;
- (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 commences work and daily has a corresponding meaning;
- (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) in-house security officers, performing the duties as defined in sub clauses (41) to (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 that 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 that 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;
  - (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 oil 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 stenciling 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;
- (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 sub clause (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 sub clause (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 employer’s absence;
- (29) **“medical practitioner”** means (a) 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); or  
(b) a registered traditional healer;
- (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 motorcycle and a motorised three-wheeler;
- (33) **“night work”** means work that 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 sub clause (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 employee's 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 all public holidays declared as such in terms of the Public Holidays Act, 1994;
- (39) **"qualified"** in relation to an employee referred to in sub clauses (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 vehicle 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, 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 sub clause (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 that an employer shall pay employees shall be as specified in sub clauses (1)(b), (1)(c) and (1)(d).

(b) An employer shall pay to each member of the under mentioned classes of the 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, Middleburg (Mpumalanga), Mossel Bay, Nelspruit, Newcastle, Oudtshoorn, Pietersburg, Port Shepstone, Potgietersrus, Rustenburg, Queenstown and Umzinto.	All other areas	
<b>Artisan</b>	11.87	10.85	10.41	9.13	8.23	45
<b>Clerical Assistant -</b>						
During the first year of experience	5.91	5.45	4.92	4.62	4.16	45
During the second year of experience	6.16	5.64	5.11	4.78	4.31	
Thereafter	6.39	5.91	5.38	4.97	4.47	
<b>Clerk -</b>						
During the first year of experience	6.46	5.96	5.47	5.02	4.52	45
During the second year of experience	7.41	7.08	6.31	5.75	5.18	
During the third year of experience	8.36	7.67	7.22	6.45	5.81	
Thereafter	9.34	8.55	8.04	7.15	6.44	

<b>Control or Communication Centre Operator</b>	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
<b>Controller</b>	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 a Clerical Assistant
<b>Driver of a -</b> Light motor vehicle Medium motor vehicle Heavy motor vehicle	6.23 7.35 8.04	5.79 6.79 7.44	5.26 6.27 6.92	4.84 5.70 6.19	4.36 5.13 5.58	45
<b>General Worker -</b> During the first six months of service with the same employer Thereafter	4.84 5.29	4.46 4.88	4.01 4.40	3.79 4.16	3.41 3.74	45
<b>Handyman</b>	6.89	6.41	5.90	5.36	4.83	45
<b>Security Officer -</b> Grade A Grade B Grade C Grade D Grade E <i>(Hourly wage scales for category A and B security officers are identical)</i>	11.75 9.60 7.05 6.24 5.82	10.73 8.74 6.51 5.70 5.35	9.75 7.88 5.87 5.19 4.83	9.04 7.29 5.47 4.83 4.54	8.14 6.57 4.92 4.35 4.10	Hours of work as per clause 5 of this determination
<b>Employees not elsewhere specified</b>	5.99	5.52	4.99	4.71	4.23	45
Refer also to clauses (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 sub clause (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 R4.83 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 employees 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) a wage 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 wage calculated at the higher rate; or

(c) a rising scale of wages terminating in a wage 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 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 sub clause shall not apply where the difference between the classes in terms of sub clause (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 for such employee.

- (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) **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.
- (6) **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 highest.

#### 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 if paid manually, 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 net 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 Basic Conditions of Employment Act 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 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 payslip or in such statement in codes that 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, training or any form of uniform deposit of that employee and no employer shall require or permit an employee by any means 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 the 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 payment in kind in lieu of wages or a part thereof.
- (10) If an employee works as a "spare/relieve", 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 :
- (a) subject to sub clause (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 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, 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 sub clause (e);

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

(g) a deduction in accordance with the provisions of clause 9 sub clause (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 –

(a) from the date of implementation of this Determination, up to and including 5 March 2002 in case of-

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

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

(b) thereafter for all security officers

(i) 45 hours in any week  
(ii) subject to subparagraph (i) 12 hours on any day

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

(d) any other class of employee -

(i) 45 hours in any week; and  
(ii) subject to subparagraph (i), in the case of an employee who normally works -

(aa) not more than five days in a week, nine hours on any day;

(ab) more than five days in a week, eight hours on any day.

(2) **Averaging of Working Hours:** Despite sub clause (1), the 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 50 hours ordinary hours of work in a week from the date of effectiveness of this determination up to and including 5 March 2002 and 45 hours of work in a week thereafter; and

(ii) an average of 10 hours overtime in a week over the agreed period; and

(iii) 12 hours on any day.

(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 clause 5 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 45 hours in any week, with the exception of the arrangements in respect of security officers in terms of clause 5 sub clause (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 provision (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 sub clause 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 sub clauses (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 sub clause (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 sub clause (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 sub clause (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 -
- (a) 3 hours on any day;
  - (b) 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 ending and recommencing work provided that the rest period must be completed within 24 hours of the employee commencing work; and
    - (ii) a weekly rest period of at least 36 consecutive hours.
  - (b) A daily rest period in terms of sub clause (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 sub clauses (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 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 employee, for every week 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 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) 56 from the date of this determination up to and including 5 March 2002;
  - (ii) 78 from 6 March 2002 until 5 March 2003; and
  - (iii) 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 sub clause (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 thereof.
- (2) The following compensation shall be payable 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 sub clause (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 sub clause (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 employees 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 sub clause (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 sub clause (6).

## 9. ANNUAL LEAVE

1. An employer must grant an employee at least –

- (a) 21 consecutive days’ annual leave on full remuneration in respect of each annual cycle; or
- (b) by agreement, one day of annual leave on full remuneration for every 17 days on

- which the employee worked or was entitled to be paid;
- (c) by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid.
2. An employee is entitled to take leave accumulated in an annual leave cycle in terms of sub clause 1 on consecutive days.
  3. An employer must grant annual leave not later than six months after the end of the annual leave cycle.
  4. An employer may not require or permit an employee to take annual leave during
    - (a) any other period of leave cycle to which the employee is entitled in terms of this determination; or
    - (b) any period of notice of termination of employment.
  5. Despite sub clause (4), an employer must permit an employee, at the employee's written request, to take annual leave during a period of unpaid leave.
  6. An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle.
  7. An employer must grant an employee an additional day of paid leave if a public holiday falls on the day during an employee's annual leave on which the employee would ordinarily have worked.
  8. An employer may not permit or require an employee to work for the employer during any period of annual leave.
  9. Annual leave must be taken –
    - (a) in accordance with an agreement between the employer and employee; or
    - (b) if there is no agreement in terms of paragraph (a), at a time determined in accordance with this clause.
  10. An employer may not pay an employee instead of granting paid leave in terms of this clause except-
    - (a) on termination of employment; and
    - (b) in accordance with section 40 (b) and (c) of the Basic Conditions of Employment Act, No. 75 of 1997.
  11. An employer must pay an employee leave pay at least equivalent to the remuneration that the employee would have received for working for a period equal to the period of annual leave, calculated-
    - (a) at the employee's rate of remuneration immediately before the beginning of the period of annual leave;
    - (b) in accordance with section 35 of Basic Conditions of Employment Act 75/1997.

**12. 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 payday.

**10. SICK-LEAVE**

- (1) In this clause "sick leave cycle" means the period of 36 months of 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 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 section 23 of Basic Conditions of Employment Act, No. 75 of 1997, an employer must pay an employee for a day's sick leave -
  - (a) the wage the employee would ordinarily have received for work on that day, and
  - (b) on the employee's usual payday.
- (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 percent 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 sub clause (2).

**11. FAMILY RESPONSIBILITY LEAVE**

- (1) This clause 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 payday.
- (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 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 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 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)

### **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 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 clause 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 sub clause (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 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.

## 15. PRESUMPTION AS TO WHO IS AN EMPLOYEE

- (1) Until the contrary is proved, a person who works for, provides services to, any other person is presumed 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 organization, the person forms part of that organization;
  - (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 dependant on the person for whom he or she works or provides service;
  - (f) the person is provided with his or her tools of trade or work equipment by another person; or
  - (g) the person only works or supplies services to one person.

## 16. 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) in like manner provide the officer with, or ensure that an employee 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 employer 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 sub clause (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 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 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 employees monthly remuneration.

#### **17. 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, spiritual, moral or social development.
- (3) A person who employs a child in contravention of sub clauses (1) or (2) commits an offence.

#### **18. 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.

#### **19. 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 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 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 (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 sub clause (1), either party may pay the other party the remuneration the employee would have received, calculated in accordance with that clause, 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 3 (4);
    - (ii) overtime worked, calculated in terms of clause 5 (9);
    - (ii) time worked on a Sunday, calculated in terms of clause 8 (3); and
    - (iii) 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 (2);
  - (b) if the employee has been in employment for longer than four months, remuneration calculated in accordance with clause 9 (2) for any period of annual leave due in terms of clause 9 (2) that the employee has not taken.

## 20. 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 clause, 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 the 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) The council or the CCMA must attempt to resolve the dispute through conciliation.
- (8) If the dispute remains unresolved, the employee may refer it to arbitration.
- (9) 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.

## 21. CERTIFICATE OF SERVICE

- (1) On termination of employment an employee is entitled to a certificate of service substantially in the form of annexure "A" stating –
  - (a) the employee's full name;
  - (b) the name and address of the employer;
  - (c) a description of any 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 date of termination;
  - (f) the remuneration at date of termination; and
  - (g) if the employee so requests, the reason for termination of employment.

## 22. ATTENDANCE REGISTER

- (1) An employer shall maintain an attendance register in any form of attendance documentation which is acceptable substantially in the form of annexure "B", 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 a 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 or indelible pencil 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 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 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.

### 23. VARIATION BY MINISTER

The Minister may, if it is consistent with the purpose of the Basic Conditions of Employment Act No. 75 of 1997, make a determination to replace or exclude any basic condition of employment provided for in this Determination in terms of section 50 of that Act, on the advise of the Commission.

**All the provisions of Sectoral Determination 3: Private Security Sector, South Africa published under Government notice Nr 196 of 25 February 2001 and clarification notice published under Government notice Nr 45 of 19 January 2001, will be superseded by this determination with effect from the date of implementation.**

**ANNEXURE "A"**

**CERTIFICATE OF SERVICE**

**PRIVATE SECURITY SECTOR,  
SOUTH AFRICA  
READ THIS FIRST**



**WHAT IS THE PURPOSE OF THIS FORM?**

This form is proof of employment with an employer.

**WHO FILLS IN THIS FORM?**

The employer.

**WHERE DOES THIS FORM GO?**

To the employee.

**INSTRUCTIONS**

This form may be issued upon termination of employment.

**NOTE**

The reason for termination of employment must only be given if requested by the employee.

*This is only a model and not a prescribed form. Completing a document in another format containing the same information is sufficient compliance with the clause 21.*

I .....  
**(Name and designation of person)**

of

.....  
**(Full name of employer)**

**Address:** .....

in the ..... **(Trade)**

**declare that**

.....  
**(Full name of employee)**

.....  
**(I.D. no.)**

**was in employment**

**from** ..... **until** .....

**as**

.....  
**(Type of work/occupation)**

any other information.....

**On termination of service this employee was earning:** R.....

**(Amount in words)**

per hour  per day  per week  per fortnight  per month  per year

.....  
**Employer's signature**

.....  
**Date**







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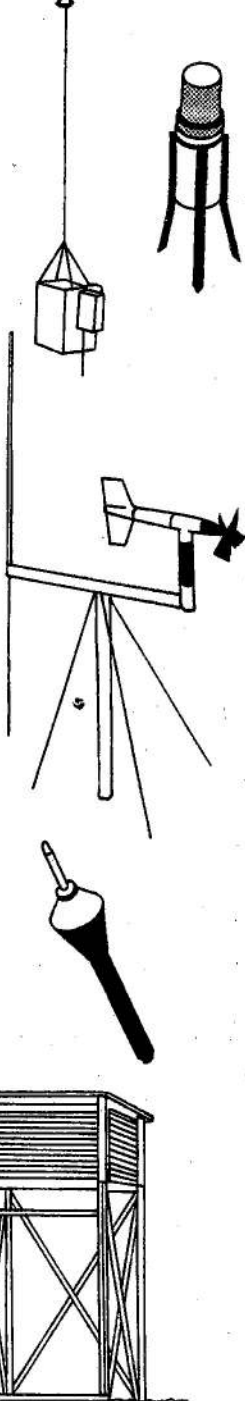
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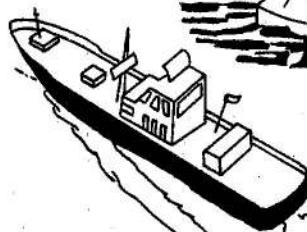
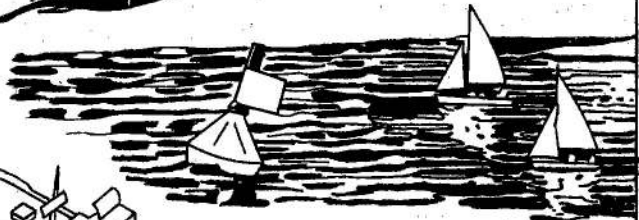
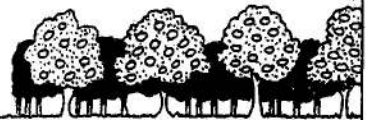
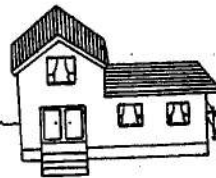
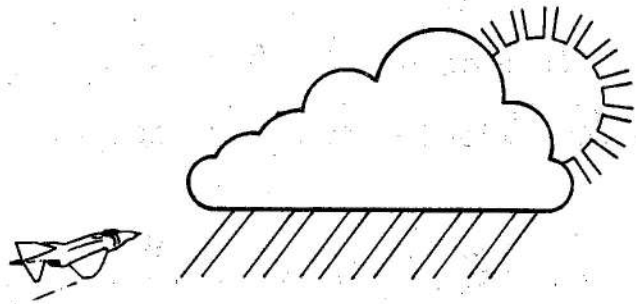
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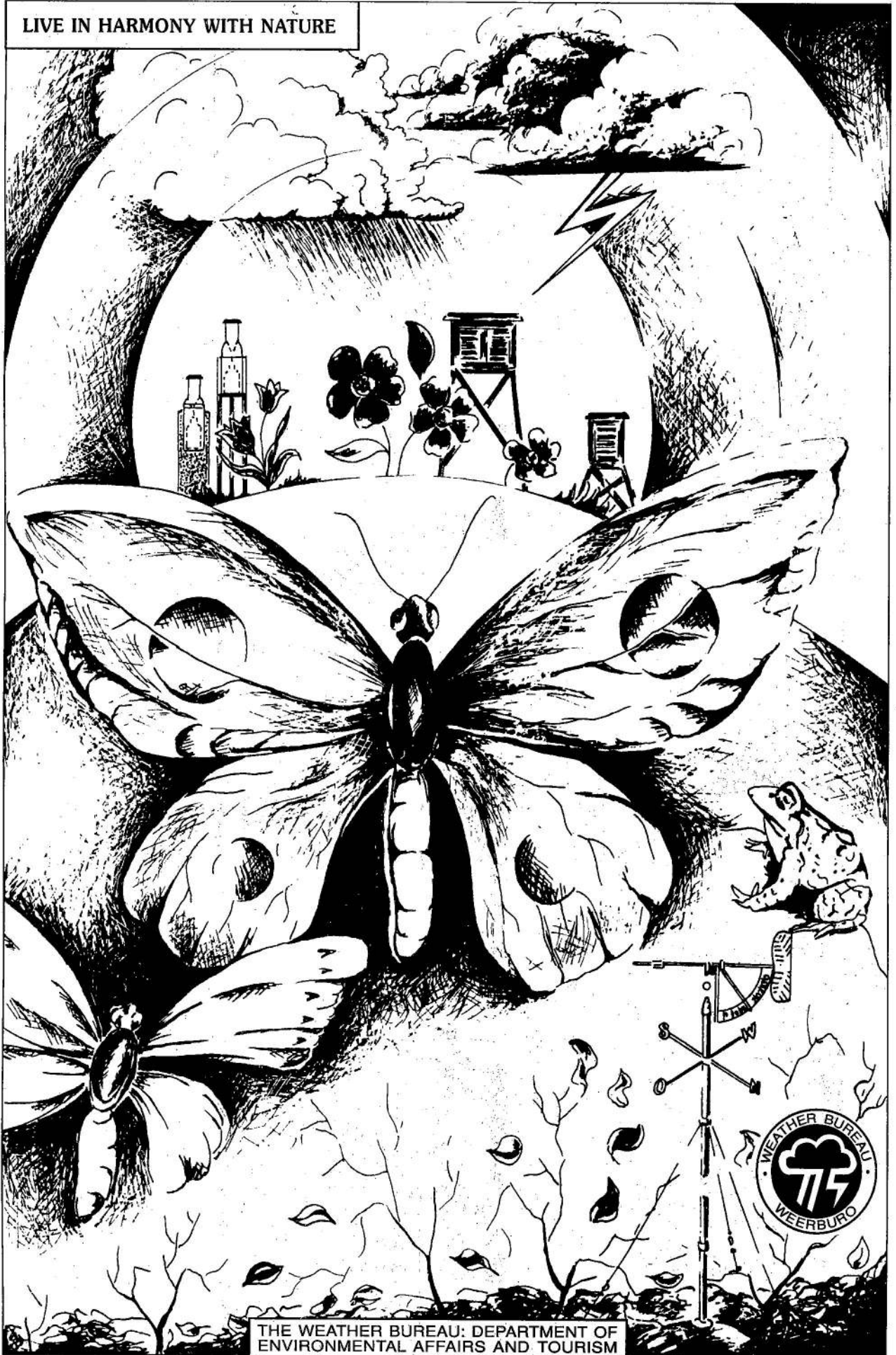
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