

Salary and Amendments Proposals for 2011

Amendment to Sectoral Determination 6: Private Security Sector, South Africa, published under Government Gazette No. 29142 and any subsequent amendment thereof.

- New clause 2 (18) “**continuous employment**” means unbroken service with the same employer which include employees reinstated by the employer or the employer is required to reinstate by the arbitration award or judgement of any Court with jurisdiction or any manner permissible in terms of the law.

Move the current 2 (18) to clause 2 (19) and the numbering of the rest of the clauses under the definition shall be amended and numbered as follow:

- 2 (19) “**contribution**” means the combined amount of the employer and employee contribution as per clause 27 (3) payable monthly to the fund by each employer in the sector in respect of each of his or her employees who are employed in the sector.
- 2 (25) “**employee**” means any person who is employed by or who works for another person or who in any manner assist in carrying on or conducting the business of another person, or working under the control of another person, including any person whom by the directive of the Minister of Labour or the Regulatory Authority may be regarded as an employee, and who receives or is entitled to receive any remuneration and who works under the direction and supervision of an another person and “**employ**” and “**employment**” shall have corresponding meanings, and which also include-
 - (a) those persons who qualify to be deemed as employees in terms of clause 18 of this determination.
- 2 (26) “**employer**” means any person, institution or organisation, (including government, created entities, corporate, un-incorporate or users of services) who directly or indirectly employs and permit any person in any manner whatsoever to assist him/her in carrying on or conducting of his/her business and “**employ**” and “**employment**” shall have corresponding meaning. This include any other person, directly or indirectly supervises, remunerates or tacitly or expressly undertakes to remunerate or permits any person in any manner whatsoever to rendered services or assist him/her in the carrying on or conducting of his/her business.
- 2 (31) “**Fund Salary**” means the salary used for the calculation of employer and employee contributions to the fund and calculated as per table provided under clause 3 of this determination and as provided by the Fund.
- Delete the formula currently underneath clause 2 (31)
- 2 (38) “**hourly salary**” means an employee’s hourly equivalent salary, in respect of ordinary hours of work, as set out in clause 3 (1) (b), and in the case of Ship Security Officer and a Cargo Security Officer it means the wage or salary referred in clause 3 (1)

(d) . This shall solely be used for the calculation of overtime and short pay worked as provided for in this determination.

- Delete the current 2 (58), as is addressed in current clause 2 (51)
- Delete the current 2 (73), addressed in current clause 2 (51)

3 SALARY

3.1 Minimum salary

- 3.1 (a) the ordinary salary which an employer shall pay employees shall be as specified in sub clauses (10 (b) (c) and (1) (d).
- 3.1 (d) Ship security officers and Cargo security officers:
- A ship security officer and a cargo security officer shall be paid as per the applicable agreement of a bargaining council or applicable statutory law, which shall not be less than the amounts as specified in the schedule or table of this determination.

3.2 Basic of Contract

- For the purpose of this clause, the contract of employment of an employee, other than a casual employee, a ship security officer or cargo security officer, shall be indefinite.
- 3.3 (a) Salary is higher than that of 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 salary calculated at the higher rate; or
- 3.3 (b) a rising scale of salary resulting in a salary higher than that of the employee's own class as prescribed in sub clause (1) shall pay to such employee in respect of that day not less than the daily salary calculated on the notch in the rising scale immediately above the salary which the employee was receiving for the employee's ordinary work: provided that-
- 3.4 © The "hourly equivalent" figure shall not be used to calculate the employee's salary in respect of ordinary hours worked i.e. the employee's basic salary.

4. PAYMENT OF SALARIES

- 4.1 For employees, other than casual employees, ship security officers and cargo security officers, an employer must pay to an employee any salary-
- © by cheque, electronically or direct deposit in an account designated by the employee
- 4.2 any salary paid by cheque, electronically or by direct deposit must be given to each employee-
- 4.4 (d) the amount and purpose of any deduction made from the salary

- 4.4 (k) the details of any other payment 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.
- 4.7 (a) repay any portion of the salary which was due to that employee; or

4.11 Deductions:

- An employer shall not levy or fine against an employee nor make any deductions from the employee's salary other than the following-
- 4.11 (iv) the total monthly deductions from the employee's salary in terms of this sub clause do not exceed one quarter of the employee's gross monthly salary in money.
- 4.11 (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, a ship security officer or a cargo security officer's) hourly salary in respect of each hour of such deduction: provided that-
- 5.4 © An employee must be paid an extra hourly salary or time not taken-
- 5.4 © (i) for a meal interval in which the employee is required to work or is required to be available for work; and

5.9 Payment of overtime

- An employer shall pay an employee who works overtime, at a rate of not less than one and half times the employee's hourly equivalent salary in respect of the total overtime period worked by such employee.
- 7.6 if the public holiday falls on a Sunday, the following Monday will be deemed to be public holiday in lieu of the Sunday. The Sunday shall be paid at the relevant premium for that day.
- 7.8 (a) Wherever 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 salary prescribed for full-time employees in the same area who performs the same class of work as the casual employee is required to do.
- 7.8 (i) perform the work of a class of employee for which salaries on a rising scale are prescribed, the expression "hourly salary" shall mean the hourly salary for a qualified employee of that class as calculated in terms of clause 3 (4);
- 7.8 (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 equivalent salary.
- 8.6 (a) Wherever 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 salary prescribed for full-time

employees in the same area who performs the same class of work as the casual employee is required to do.

- 8.6 (a) (i) to perform the work of a class of employee for which salaries on a rising scale are prescribed, the expression “hourly salary” shall mean the hourly salary for a qualified employee of that class as calculated in terms of clause 3 (4);
- 8. 6 (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 equivalent salary.

8.7 Payment

- The salary 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 salary is payable.
- 9.2 (b) by written agreement, one day of annual leave on full salary for every 17 days on which the employee worked or was entitled to be paid; or
- 9.2. © by written agreement, one hour on annual leave on full salary for every 17 hours on which the employee worked or entitled to be paid.
- 9.9 An employer may reduce an employee’s entitlement to annual leave by the number of days of occasional leave, calculated at the employee’s rate of salary, granted to the employee at the employee’s request during that leave cycle.
- 9.14 (a) at the employee’s rate of salary immediately before the beginning of the period of annual leave.
- 14.3 The increase of the service benefit will be calculated by adding the annualised Consumer Price Index plus 12% (twelve percent) to the service benefit rate for the year 2.
- 14.4 The increase of the service benefit will be calculated by adding the annualised Consumer Price Index plus 12% (twelve percent) to the service benefit rate for the year 3.
- 16.1 (i) how frequently salary will be paid
 - (j) any deductions to be made from the employee’s salary
- 17.1 © salary paid to each employee
- 17.4 An employer who keeps a record in terms of this clause is not required to keep any other record of the worked and salary paid as required by any employment law.
- 19.1 (a) provide free of charge any weapon, ammunition, tool, whistle or other equipment which an employee in the performance of his/her duties, needs or is required to use for performing of his/her duties, self defence or apprehension.
- 19.1 (b) provide, free of charge, two sets of daily washable uniform items, as well as protective clothing which an employer needs or is required by any law to provide to an employee.
- 19.1 © provide, free of charge any other uniform items, as well as protective clothing which an employee needs or is required by any law to provide to an employee.
- 19.4 No employer shall make any deduction for whatsoever from the salary of any employee or require the employee to pay a deposit or any form of payment in regard to any article provided or to be provided to that employee in terms of sub clause (1) : provided that where an article is found by fair procedure to have been lost or damaged by

an employee, excluding damage arising from the performance of the employee's duties or normal wear and tear, an employer may, notwithstanding anything to the contrary in this determination, recover the replacement cost of such article from the employee by making a deduction over an appropriate period from that employee's salary subject to compliance with due processes as required in terms of this determination. Further provided that such monthly deduction shall not exceed one tenth of the employee's monthly salary, except upon termination of employment, when the full balance in respect of the replacement value of such missing or damage items due to the employer shall be deducted.

- 23.7 instead of giving an employee or employer notice in terms of sub clause (1), an employer may pay the employee the salary the employee would have received, calculated in accordance with sub clause (1), as if the employee had worked during the notice period.
- 23.8 if an employee gives notice of termination of employment and the employer waives any part of the notice, the employer must pay the salary referred to in sub clause (7), unless the employer and employee agree otherwise.
- 23.9 (a) salary in respect of-
- 23.9 (b) salary calculated in accordance with clause 9 (14) for any period of annual leave due in terms of clause 9 (2) that the employee has not taken.
- 23.9 © if the employee has been in employment longer than four months, in respect of the employee's annual leave entitlement during an incomplete annual cycle, at a rate of one day's salary in respect of every 17 ordinary days on which the employee worked or was entitled to be paid.
- 24.2 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 salary for each completed year of continuous service with that employer, calculated in accordance with clause 3.
- 25.1 (f) the salary at date of termination; and
- 27.1 (a) each employee, subject to the rules of the Fund, shall, on or after the coming into effect of this determination become a member of the Private Security Sector Provident Fund.
- 27.2 (a) During the first year of this determination, the employer shall each month deduct from the monthly salary of each employee in respect of such month, or part thereof, an amount equal to 8% (eight percent) of the employee's salary, being contributions to the Provident Fund and the employer shall make an equal contribution to the Provident Fund.
- 27.2 (b) From the second year of this determination, the employer shall each month deduct from the salary of each employee in respect of such month, or part thereof, an amount equal to 8.5% (eight and half percent) of the employee's salary, being contributions to the Provident Fund and the employer shall make an equal contribution to the Provident Fund.
- 27.2 © During the third year of this determination, the employer shall each month deduct from the salary of each employee in respect of such month, or part thereof, an amount equal to 9% (nine and a half percent) of the employee's salary, being contributions to the Provident Fund and the employer shall made an equal contribution to the Provident Fund.
- 27. 2 (f) (iv) the contribution payable shall constitute an amount calculated at a rate of not less than the total contribution as set out in sub clause 2 (a), (b) and (c) of the employee's salary or as amended from time to time; and

- 27.5 (a) (i) if the employer, prior to the publication of Government Notice No. 306 of 30 March 2001, had an existing pension or provident fund registered with the Registrar of Pension Funds covering employees in the sector.
- 27.5 (a) (ii) if the employer, prior to the publication of Government Notice No. 306 of 30 March 2001, did not have an existing pension or provident fund registered with the Registrar of Pension Funds covering employees in the sector but before 30 March 2001, the employer and its employees have consulted and agreed in writing to commence negotiations for the establishment of a pension or provident fund for such employees.
- 28.6 Any person found to have contravened clause 28.2 of this determination shall be liable to a jail sentence of not less than 5 years or a fine of not less than R25 000.00 or both.
- Delete the rest of the sub clauses
- 29.1 Any conduct, practice or activities that in any law including common law can be regarded to mean or constitute temporary employment service, labour broker and independent contractors whatsoever phrase that is use, is prohibited in terms of this determination.

Year 1

- Scrap area 3 on the year 1 of the determination
- Scrap grade D on year 1 of the determination
- Scrap area 2 on the year 2 of the determination

Salary

Area 1

- Grade C R3 149.28. Grade B R3 757.68 and Grade A R4 381.02
- All other employees across the board must receive 17% salary increase

Area 2

- Grade C R2 721.42. Grade B R3 251.43 and Grade A R3 735.81
- All other employees across the board must receive 17% salary increase

Year 2

- Monthly salary rates for year 2, the increase for Security Officers and other categories of employees in all areas will be calculated by adding the annualised Consumer Price Index plus 15 % (fifteen percent) to the Grade C salary rates for the year 2, with a minimum increase of 15% (fifteen percent) for such entry levels.
- Monthly salary rates for year 3, the increase for Security Officers and all other employees in all areas will be calculated by adding the annualised Consumer Price Index plus 15 % (fifteen percent) to the Grade C salary rates for the year 2, with a minimum increase of 15% (fifteen percent) for such entry levels.
- 3. 5 (a) The night shift allowance for the first year of effectiveness of this determination (i.e. from 01 September 2012) shall be R15 per shift.

- 3.5 (b) the night shift allowance for the second and third years of effectiveness of this determination shall be at R25 and R35 per shift respectively.
- 19.3 An employer who provide 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 R25 per month.
- 19.3 (a) the amount as contained in terms of clause 19.3 above, shall increase to not less than R35 in year 2 and not less than R50 in year 3 of this determination.
- 1% contribution payable by employers to the HIV/AIDS project
- 6. 1 An employer shall pay to every employee, in respect of each completed 12 months of service with such employer a 13th cheque bonus, subject to the conditions of clauses 6.2 and 6.3 below.
- Delete the formula and sub clauses (i) and (i)
- 6.1 (ii) any employee who is scheduled to perform duties as a spare and not utilised for any period, shall suffer no detriment for the duration of the period of 13th cheque bonus.
- 6.2 The 13th cheque shall be paid at 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.
- 6.3 The 13th Cheque shall be equal of the employee rising salary. Where an employee's salary was reduced in the period of the 13th cheque for whatever reason, the employee shall be paid at the amount applicable prior to his/her salary was reduced.
- R1 500 per month housing subsidy to employees more than 3 years of service in the industry, payable by the employer.
- 11.2 An employer must grant an employee, during each annual leave cycle, at the request of the employee, ten days paid leave, which the employee is entitled to take-
- 11.2 © (ii) the employee's parent, parent in law, adoptive parent, grandparent, child, adoptive child, grandchild or sibling.
- 11.4 This entitlement shall increase to 15 days paid leave as from the second year of effectiveness of this determination.
- 9.2 (a) 30 consecutive days annual leave paid in accordance with sub clause (14) below and as explained in the note hereunder, in respect of each annual leave cycle; or
- 15.1 An employer shall pay an employee a transfer allowance of not less than R300 (three hundred rand) per month under the following circumstances-
- 15.1 (a) if the transfer is permanent, the employee shall be entitled to the transfer allowance for a period of not less than 24 (twenty four) months after the date of transfer;
- 15.1 (b) if the Employee is transferred for a period exceeding one month but not exceeding twenty four months, he/she be entitled to receive the transfer allowance of for the equivalent number of months as the transfer;
- 15.1 © (ii) the employee is transferred to a site or other such business which is in excess of 50 kilometer away from the deployment of the employee at the time of the transfer. Where it can be reasonable established that it has become impossible for an employee to commute or travel between the residential and site or business, no matter the distance, the employee shall be entitled to transfer allowance.
- R350 Traveling allowance
- 12A.1 A female employee who has been in the uninterrupted service of the same employer for a period of not less than two years shall be entitled to an amount equivalent to 60% (sixty percent) of her basis salary for a period not less than four months during

any period of maternity leave, as a supplement to the UIF. On second year and third year of this determination, the employee shall be entitled to an amount equivalent of 85% (eighty percent) and 100% (hundred percent) respectively.

- Reduce the period of entitlement from 5 years to 3 years and increase the benefit as follow:

- 14 SERVICE BENEFIT

Each employee shall, upon completion of the following period of uninterrupted service with the same employer, as per the service benefit commenced from 19 February 2007, receives a service benefit payment of not less than-

(a) Not less than R2 000.00 (two thousand rand) after 3 (three) years

(b) Not less than R4 000.00 (four thousand rand) after 10 years

(c) Not less than R7 000.00 (seven thousand rand) after 20 years

14.2 In the event that the employee's contract of employment terminate before the end of the subsequent period of entitlement with the same employer for any reason, the employee must receive a prorated share of the service benefit for the period of the year/s that he/she has worked.

14.3 Long service benefit of R1000 per month and an increase rate for year 2 and year 3 calculated by adding the annualised Consumer Price Index plus 15 % (fifteen percent) calculated at an amount equivalent to the Grade C Security Officer's salary.

14.4 All Special Allowances to increase to R15 in respect of any shift worked, R25 on year 2 and R35 on year 3.

14.5 Any matter not negotiated in these negotiations or not part of the Sectoral Determination including matters that did not form part of the demands for the current negotiation commenced in 2011, any party may raise such demands at workplace level.

Please note that the wording in terms of the proposals as contained herein may be changed or corrected as to give effect to the intent or purpose.