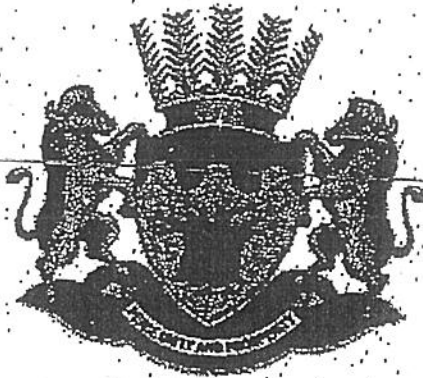


**CO-ORDINATING CHAMBER OF THE PSCBC IN  
LIMPOPO PROVINCE (CCPLP)**

**RESOLUTION NO.1 OF 2006  
PROVINCIAL OVERTIME AGREEMENT**



**LIMPOPO**

**PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA**

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### 1. Scope of application

This agreement shall apply to the employer as the Limpopo Provincial Administration and employees who-

- (a) are employed by the Limpopo Provincial Administration under the Public Service Act 1994(Proclamation No. 103 of 1994), as amended; and
- (b) fall within the registered scope of the Coordinating Chamber of the PSCBC in the Province.

### 2. Objective

The objective of this agreement is to-

- (a) provide a framework for the compensation of employees for additional duties they perform in specific circumstances in excess of their prescribed hours of work by order of an Executing Authority or Executing Authority's delegate;
- (b) regulate the performance of overtime duty and the condition under which remunerative overtime should be performed; and
- (c) generally regulate all issues pertaining to overtime in the Provincial Administration.

### 3. Definitions

In this Agreement, unless the context indicates otherwise-

"day of rest" means -

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(a) a Sunday or a public holiday in the case of an employee who normally does not work on such a day;

(b) in case of an employee who normally works on a Sunday or public holiday, such other day the employee is normally released from duty;

"night overtime work" means overtime an employee performs between 20H00 and 06H00;

"overtime work" means additional official work an employee performs in excess of the employee's normal working hours;

"Province" means Limpopo;

"remunerative overtime" means compensation for additional official work that an employee performs under specific circumstances in excess of the employee's normal working hours by order or permission of the Executing Authority or Executing Authority's delegate. Compensation can be monetary, time off or any other compensatory measure that the Executing Authority or the Executing Authority's delegate may deem appropriate and reasonable;

"Sunday overtime work" means additional official work that an employee performs on a Sunday or public holiday if the employee does not normally work on such a day; and

"this agreement" means the Provincial Overtime Agreement.

4. Legislative framework

- (1) Basic Conditions of Employment Act, 1997( Act No. 75 of 1997)( as amended);
- (2) Labour Relations Act, 1995(Act No. 66 of 1995) (as amended);
- (3) Public Service Co-ordination Bargaining Council(PSCBC) Resolution No. 3 of 1999;

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(4) Public Service Act, 1994 (Proclamation no. 103 of 1994) (as amended); and

(5) Public Service Regulations, 2001(as amended).

5. Authorized remunerative overtime work

(1) For overtime work to be regarded as remunerative, the Executing Authority or the Executing Authority's delegate must authorize the overtime in advance;

(2) when considering overtime work, the Executing Authority or the Executing Authority's delegate must take into account the following factors:

(a) ~~The circumstances that necessitated the performance of overtime work;~~

(b) the steps that the Supervisor took to prevent the performance of overtime work for example reallocation of staff, temporary utilization of staff in other divisions or any other relevant factors; and

(c) if no voluntary overtime work has been performed, the reasons why the overtime work was not performed.

(3) If an employee needs to travel to or from home to the workplace at a time that the employee would not normally travel-

(a) if the employee was not on authorized standby, the journey counts as an official journey but the time spent on the journey does not count as overtime work; and

(b) if the employee was on authorized standby duty, the time spent on the journey counts as overtime work.

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**6. Conditions for overtime work**

- (1) An employee may perform overtime work to a maximum of three hours on a working day or eight hours on weekends and Public holidays.
- (2) An employee may not work more than ten hours' overtime a week.
- (3) An employee may work overtime on a Sunday or public holiday, if an Executing Authority or Executing Authority's delegate requires the employee to work-
  - (a) on those days that the employee does not normally work; or
  - (b) if the employee normally works on those days, the employee is off from work;

**7. Compensation for overtime work**

The employer may grant an employee time off equal to the time worked within one month of the employee becoming entitled to it or compensate authorized overtime work by paying an employee in case of -

- (a) Sunday overtime work, two times the employee's normal hourly remuneration;
- (b) ordinary overtime work, one and one third times the employee's normal hourly remuneration; or
- (c) night overtime, two times the employee's normal hourly remuneration.

**8. Control of remunerative overtime work**

- (1) In order to exercise proper control on remunerative overtime work,

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the supervisor must -

- (a) minimize overtime work;
- (b) ensure that there are adequate supervision and control measures at all times during the performance of remunerative overtime work in order to ensure high productivity;
- (c) review the authorization for overtime when the employee reaches the time frame or limit of overtime in order to avoid exceeding the amount or time allocated;
- (d) postpone overtime work for trifling periods;
- (e) ensure that overtime remuneration is cost-effective;
- (f) keep records of all overtime work;
- (g) keep and monitor an attendance register and ensures that employees and the supervisor duly sign;
- (h) make funds available to finance the expenditure that will be incurred as a result of the approval of rendering remunerative overtime work;
- (i) ensure that employees are not employed on overtime work to such an extent that the overtime work adversely affects the quantity and quality of work employees perform during normal working hours;
- (j) if possible employees perform all overtime at the employee's normal place of work; and
- (k) clearly motivate reasons for remunerative overtime work.

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(3) In order to improve control, the supervisor must determine in advance the number of hours for overtime that an employee has to perform each day and, as far as possible, set production targets;

(4) the Senior Manager responsible for Human Resources in a Department must quarterly provide the Head of the Department with information regarding the number of hours for authorized overtime work employees have performed and expenditure involved;

(5) Employees in the Senior Management System -

(a) may not request or claim remunerative overtime work, unless approved by the Executing authority or Executing Authority's delegate, provided that it is in the national or international interest. Management must in this respect make a submission in writing;

(b) must before requesting authority for overtime work, consider employees who will work overtime on an individual basis according to the merit of each case;

(c) consider the numbers and ranks of the employees who will be required to perform overtime work; and

(d) must make an estimation of the duration of and the costs involved in the overtime work;

9. Date of implementation

The date of implementation is the date of signing.

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- (1) In the event of any dispute as to the interpretation of this agreement, either party may utilize the dispute resolution procedures of the Public Service Co-ordinating Bargaining Council; and
- (2) This agreement shall come into effect on the date of signing of this agreement.

**11. Monitoring**


The Co-ordinating Chamber of the PSCBC in Limpopo Province shall monitor the implementation of this agreement.

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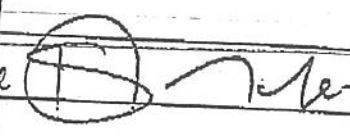
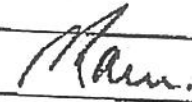
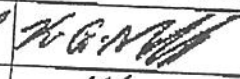
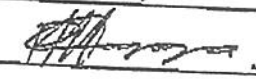
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Thus done and signed at Polokwane on this the 20 <sup>June</sup> day of ~~May~~ 2006.

ON BEHALF OF THE EMPLOYER PARTY

NAME <u>W. E. P. HOPE</u>	SIGNATURE 
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ON BEHALF OF TRADE UNIONS

TRADE UNION	NAME	SIGNATURE
1. DENOSA		
2. HOSPERSA		
3. NEHAWU	<u>Khomoiso Mkgapela</u>	
4. POPCRU		
5. PSA	<u>P. W. KOEN</u>	
6. SADTU	<u>N.G. NABUUNELA</u>	
7. NAPTOSA	<u>M. P. MANYAGA</u>	
8. SAPU		

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N.G. NABUUNELA  


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