# OVERTIME AGREEMENT ENTERED INTO BETWEEN

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(The Employer)

#### And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(The Employee)

Now whereas the Basic Conditions of Employment Act of 1997 (‘the Act”) specifies certain terms and conditions of employment which require to be agreed between an employer and his employees, the parties have entered into agreement in respect of the following:

1. **Work on Public Holidays (section 18)**
   1. An employer may not require an *employee* to work on a *public holiday* except in accordance with an agreement*.* (Section 18 (1)).
   2. Due to the business and operational requirements of the company, employees will be required to work on Public Holidays.
   3. In terms of the Public Holidays Act (Act No. 36 of 1994), the following days are regarded as Public Holidays;-

01 January - New Years Day

21 March - Human Rights Day

March /April - Good Friday

March /April - Family Day

27 April - Freedom Day

01 May - Worker’s Day

16 June - Youth Day

09 August - National Women’s Day

24 September - Heritage Day

16 December - Day of reconciliation

25 December - Christmas Day

26 December - Day of Goodwill

* 1. The employee hereby agrees to work on any Public Holiday he or she is rostered to work in accordance with the business and operational requirements of the employer.

1. **Exchange of public Holidays**
   1. In terms of section 2 (2) of the Public Holidays Act, 1994 (Act No. 36 of 1994), a public holiday is exchangeable for any other day which is fixed by agreement or agreed to between the employer and the employee.
   2. The employee and employer hereby agree to exchange the following Public Holiday for an alternative day off:

01 January - New Years Day - ……………20…

21 March - Human Rights Day - ……………20…

March /April - Good Friday - ……………20…

March /April - Family Day - ……………20…

27 April - Freedom Day - ……………20…

01 May - Worker’s Day - ……………20…

16 June - Youth Day - ……………20…

09 August - National Women’s Day - ……………20…

24 September - Heritage Day - ……………20…

16 December - Day of Reconciliation - ……………20…

25 December - Christmas Day - ……………20…

26 December - Day of Goodwill - ……………20…

* 1. The employee shall be remunerated for any such alternative days off as if it were a Public Holiday in terms of the Public Holiday Act, 1994.

1. **Night work**
   1. In this section “night work” means work performed after 18:00 and before 06:00 the next day.
   2. An employer may only require to permit an employee to perform night work, if so agreed, and if:
      1. the employee is compensated by the payment of an allowance, which may be a shift allowance, or by a reduction of working hours; and
      2. transportation is available between the employee’s place of residence and the workplace at the commencement and conclusion of the employee’s shift.
   3. Due to the business and operational requirements of the company, employees will be required to perform night work.
   4. The employee hereby agrees to perform night work for which night work, the employee will be compensated by an allowance of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_per month, alternatively, by a reduction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_working hours per month.
2. **Work on Sundays**
   1. An employee’s day off, unless otherwise agreed, must include Sunday.
   2. Due to the business and operational requirements of the company, the employee hereby consents to work on Sundays
   3. The employee will be compensated for work on Sundays in accordance with the provisions of the Basic Conditions of Employment Act 75 of 1997. For the purposes of this Act, the employee will be deemed to occasionally / ordinarily work on a Sunday ( see Regulation 3 BCEA 1A-Summary to be kept by an employer in terms of section 30)
3. **Overtime**
   1. Subject to chapter 2 of the Act, an employer may not require or permit an employee, to work overtime except in accordance with an agreement.
   2. Due to the business and operational requirements of the company, employees may be required to work overtime.
   3. The employee hereby agrees to work overtime in accordance with the business and operational requirements of the company.
   4. The employee will be compensated for overtime work in accordance with the provision of the Act, alternatively, be granted paid time off within twelve months of the employee becoming entitled to it;
   5. The agreement concluded in terms of this section with an employee when the employee commences employment or during the first three months of employment lapses after one year, and may be renewed thereafter for a further period of one (1) year. The terms of this agreement lapse twelve (12) months from date of signing this Agreement.

I, the undersigned, have read and understood the contents of this agreement, and agree to the terms and conditions thereof. I am furthermore aware, that the terms and conditions of this agreement constitute material terms and conditions of my contract of employment with the company, and any failure to comply with such terms or conditions may result in the termination of my contract of employment, whether it be on grounds of misconduct, incapacity or operational requirements of the company. This agreement has been entered into freely and voluntarily and without duress.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this the \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_\_

### Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note:** The parties to the Agreement may be extended to include a Trade Union, in which the appropriate amendments must be made, and references to the Trade Union included*.*

If the employer party is a Close Corporation, Partnership, or Sole Proprietor, amend the reference to the word “Company” to reflect the correct juristic persona of the employer.