

OVERTIME POLICY

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1. SCOPE OF POLICY

2. DEFINITIONS

3. OBJECTIVES

4. PERIOD OF OPERATION

5. HOURS OF WORK

6. OVERTIME POLICY

RENEWAL AGREEMENT IN RESPECT OF OVERTIME WORK

Agreement entered into between

..... ("the employer /
company")

and

1. ("the employees")
2.
3.
4.
5.

NOW WHEREAS the Basic Conditions of Employment Act 75 of 1997 ("the Act") specifies certain terms and conditions of employment which require to be agreed between an employer and his employees, and that any agreement so reached lapses after a period of twelve (12) months, the parties have entered into an agreement whereby the employee(s) agree to work overtime for a period of twelve (12) months from date of signing this Agreement.

1. Overtime

- 1.1 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*.
- 1.2 Due to the business and operational requirements of the company, employees may be required to work overtime.
- 1.3 The employee hereby agrees to work overtime in accordance with the business and operational requirements of the company.
- 1.4 The employee will be compensated for overtime work in accordance with the provisions of the Act, alternatively, be granted paid time off within twelve months of the *employee* becoming entitled to it;
- 1.5 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 _____

Employee(s):-

Signature _____ Witnesses _____ 1	Signature _____ Witnesses _____ 1
Witnesses _____ 2	Witnesses _____ 2
Date _____ of _____ Signature _____	Date _____ of _____ Signature _____
Signature _____ Witnesses _____ 1	Signature _____ Witnesses _____ 1

Witnesses _____ 2	Witnesses _____ 2
Date _____ of _____ Signature _____	Date _____ of _____ Signature _____
Signature _____	Signature _____
Witnesses _____ 1	Witnesses _____ 1
Witnesses _____ 2	Witnesses _____ 2
Date _____ of _____ Signature _____	Date _____ of _____ Signature _____

Signed at _____ on this the _____ day of _____

Employer:-

_____(Pty) Ltd

 For the Company, in his capacity as _____ of the Company,
 he being duly authorised to sign this Agreement
 on behalf of the Company by a resolution of the
 Board of Directors passed on the _____
 day of _____ 200__

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.