

## Feedback: Department Bargaining Chamber - 22 March 2023

### Agreement on the arrangement on working time for employees employed in Security, Workshops and the Call Centre: National Department of Public Works and Infrastructure

The employer tabled a draft collective agreement for labour inputs, the PSA request the affected members to provide inputs by close of business on **30 March 2023** to [Natasha.Visagie@dpw.gov.za](mailto:Natasha.Visagie@dpw.gov.za) or [Aubrey.Mabotsa@psa.co.za](mailto:Aubrey.Mabotsa@psa.co.za).

### Salary Disparities

The employer indicated that a eprogress report will be presented in the next meeting after the PSA pushed for the same.

### Wastewater Treatment Plant Report

Members are aware that the matter pertaining to poor conditions of employees was tabled by the PSA which led to establishment of the Task Team from various Watercare Treatment Plants. Subsequently, a meeting was held with the Acting DG and the following was reported to the DBC:

- DPWI's organisational structure will be reconfigured with the creation of additional positions to ensure best service in accordance with the need of clients in various Water Treatment Facilities.
- Regional Managers were committed to improve on management and supervision of all facilities in order to address the lack of supervision that has been raised by labour. Managers must just do their job.
- The procurement of the PPE, tools, and equipment remains the direct responsibility of the Regional Offices. The management of the process lies squarely on their shoulders and on the management team.
- Mpumalanga Tourism and Park Agency visited the Barberton Plant to remove crocodiles.
- Cutting of grass has commenced in Limpopo and Mpumalanga where crocodiles and snakes were hiding.
- Fences will be upgraded by the Engineering Services in the Region and Head Office to deal with reptiles, crocodiles, pythons, etc.
- Consultation will be conducted under the leadership of Regional Manager Kimberley to address the apparent dangers of army activity to which DPWI staff are exposed.

- Two officials based at Macadamia Base partially lost their eyesight and will be examined by the relevant medical specialists and the DPWI with a view to consider the treatment required.
- All employees working at Wastewater Treatment Plants are to be vaccinated. It must be noted that all employees working with Chlorine must be vaccinated every 6 months.

The PSA noted the report, however, the Union requested to study it before commenting as it was only circulated to labour during the meeting.

### **New Online Application: Travelling**

System implemented although the PSA is concerned about the excessive delays in the processing of applications which is attributed to intermittent network problem.

### **Policies**

The Policy Task Team will meet on 20 and 21 April 2023 to deal with the following policies: E-Leave System, Sexual Harassment, Recruitment and Selection, Parking, Job Evaluation, Debt Management and Claims, and Employee Health and Wellness Policies.

Members will be kept informed of the developments.

Employees who want to join the PSA can visit the PSA's website ([www.psa.co.za](http://www.psa.co.za)), send an email to [ask@psa.co.za](mailto:ask@psa.co.za), or contact the PSA Provincial Offices.

GENERAL MANAGER

# AGREEMENT

**GENERAL PUBLIC SERVICE SECTORAL BARGAINING COUNCIL**

<b>AGREEMENT NO:</b>	
<b>DATE:</b>	

**AGREEMENT ON THE ARRANGEMENT ON WORKING TIME FOR THE**

# **AGREEMENT ON THE ARRANGEMENT ON WORKING TIME FOR EMPLOYEES EMPLOYED IN SECURITY, WORKSHOPS AND THE CALL CENTRE IN THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

## **1. OBJECTIVE**

The objective of this agreement is to provide a basis for the regulation working time and related matters of Security Officers employed in the National Department of Public Works and Infrastructure (DPW & PMTE) with due consideration of the operational needs of the department.

## **2. SCOPE**

2.1. This agreement binds the –

2.1.1. Employer; and

2.1.2. Employees of the employer who are members of the security personnel

## **3. DEFINITIONS**

3.1. 'BCEA' means the Basic Conditions of Employment Act, 1997, as amended;

3.2. 'Employer' means the National Departments of Public Works (DPW & PMTE) and

3.3. 'PSCBC' means the Public Service Co-ordinating Bargaining Council.

## **4. LEGAL FRAMEWORK**

4.1. Parties note that the-

4.1.1. Authority is by virtue of Regulation 51 of the Public Service Regulations, 2016 vested in the Head of Department to determine the work week and daily hours of work for employees; and the opening and closing times of places of work under her or his control, taking into account the needs of the public in the context of the department's service; delivery improvement programme; and the needs and circumstances of employees, including family obligations and transport arrangements;

4.1.2. Minister for Public Service and Administration by virtue of the authority vested in him in terms of the provisions contained in the Public Service Act, 1994, as amended and the Public Service Regulations determined variations on among other specific issues related to the arrangement of working time and related compensatory rates by virtue of sec 49 of the Basic Conditions of Employment Act, 1997, as amended and as encapsulated in the

Determination on Working Time, read with PSCBC Resolution 1 of 2007;

4.1.3. Provisions related to working time contained in the BCEA, not varied as contemplated in clause 4.1.2 would apply; and

4.1.4. Working time arrangements of the Security, Workshop and Call Centre staff have to be arranged and agreed to within the parameters of the legal framework referred to above.

**5. THE PARTIES TO THE DEPARTMENTAL CHAMBER AGREE AS FOLLOWS:**

**5.1. ORDINARY WORKING HOURS FOR SECURITY**

5.1.1. With due consideration to the provisions on the averaging of working hours as determined in par 1 of Part II of the Determination on Working Time the security officers shall -

- (a) Work shifts of 12 hours each for a continuous period of three consecutive days followed by three days of rest;
- (b) Work their shifts of three days 12 hour day shifts from 06H00 to 18H00 and three days 12 hour night shifts from 18H00 to 06H00 and
- (c) Work on average over a four month period a maximum of 45 hours per week.

**5.2 ORDINARY WORKING HOURS FOR WORKSHOP STAFF**

5.2.1 With due consideration to the provisions on the averaging of working hours as determined in par 1 of Part II of the Determination on Working Time the Workshops Staff shall be 07:30 to 16:00.

- (a) Work shifts of 8 hours each for a continuous period of three consecutive days followed by 1 day of rest;
- (b) Work their shifts of three days 8 hour day shifts from day shift 06:00 to 14:00, night/day shift 14:00 to 22:00 and night shift 22:00 to 06:00.
- (c) Work on average over a four month period a maximum of 45 hours per week.

**5.3 ORDINARY WORKING HOURS FOR CALL CENTRE STAFF**

5.3.1 With due consideration to the provisions on the averaging of working hours as determined in par 1 of Part II of the Determination on Working Time the Call Centre Staff shall –

- (a) Work shifts of 8 hours each for a continuous period of five consecutive days followed by two days of rest;
- (b) Work their shifts of five days 8 hour day shifts from 06h00to 18H00and five days 8 hour night shifts from 18H00to 06H00and
- (c) Work on average over a four month period a maximum of 45 hours per week.

#### **5.4 NIGHT WORK**

- 5.4.1 With due consideration to par 4.1 of Part II of the Determination on Working Time, night work for purposes of the Employer shall be deemed work performed between 18H00 and 06H00.
- 5.4.2 Employees performing an ordinary shift during the hours contemplated in clause 5.2.1, above, shall receive the night shift allowance provided for in the Determination and Directive on Working Time.

#### **5.5 MEAL INTERVALS**

- 5.5.1 Staff in Security, Workshops and Call Centre shall be entitled to a meal interval of 30 minutes after a continuous period of 5 hours of work.
- 5.5.2 The meal intervals shall be staggered during day shifts between 10:00 to 12:00 and 22:00 and 24:00 to avoid stations being left unattended.

#### **5.6 WEEKLY AND DAILY REST PERIODS**

- 5.6.1 The security personnel shall have a daily rest period of 12 hours between the ending and recommencement of work.
- 5.6.2 The security personnel shall have a weekly rest period of four consecutive days between shifts on four consecutive days.
- 5.6.3 The Workshop personnel shall have a daily rest period of 12 hours between the ending and recommencement of work.
- 5.6.4 The Workshop personnel shall have a weekly rest period of 1 day between shifts on every 3rd day.
- 5.6.5 The Call Centre personnel shall have a daily rest period of 12 hours between the ending and recommencement of work.

5.6.6 The Call Centre personnel shall have a weekly rest period of two consecutive days between shifts on five consecutive days.

## **5.7 OVERTIME**

Employees shall work overtime as and when required and will be paid in accordance with the Determination and Directive on Working Time issued by the Minister for Public Service and Administration.

## **5.6 COMPENSATION**

### **5.7.1 PAY FOR ORDINARY WORK ON SUNDAY**

A security officer who ordinarily works on a Sunday (i.e. an ordinary shift) shall receive the compensation at the rates and on the terms determined by the Minister for Public Service and Administration in the Determination and Directive on Working Time.

### **5.7.2 PAY FOR ORDINARY WORK ON PUBLIC HOLIDAYS**

A security officer who ordinarily works on a Public Holiday (i.e. an ordinary shift) shall receive the compensation at the rates and on the terms determined by the Minister for Public Service and Administration in the Determination and Directive on Working Time.

## **6 HEALTH AND SAFETY**

The Department must ensure that employees who are regularly working between 23:00 and 06:00 is subjected to a medical examination and to be made aware of the hazards of working at night.

## **7 DISPUTE RESOLUTION**

Any dispute about the interpretation and application of this agreement will be referred to the Council for resolution in terms of the Council's dispute resolution procedure.

## **8 DATE OF IMPLEMENTATION**

This agreement shall come into effect on \_\_\_\_\_.

## **6. SIGNATURES**

THIS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_.

ON BEHALF OF THE EMPLOYER

	NAME	SIGNATURE

ON BEHALF OF TRADE UNION PARTIES

	NAME	SIGNATURE
PSA		
NEHAWU		