****

**GAUTENG DEPARTMENT OF HEALTH**

**CONTRACT TO PARTICIPATE IN THE COMMUTED OVERTIME SYSTEM FOR MEDICAL**

**AND DENTAL PERSONNEL**

NAME: ………………………………………………… PERSAL NUMBER: …………………………………...…

RANK: ……………………………….………………… DEPARTMENT: ……………………………………...…...

ID NO: …………………………………………………. HPCSA NO: ……………………………………………..

INSTITUTION: …………………………………………………………………………...……………....

**CONDITIONS**

1. This contract is only applicable to full-time medical and dental practitioners, employed by the Gauteng Provincial Health Department, who perform clinical, patient related work on an organised basis.

2. STANDARD OVERTIME REMUNERATION

2.1 GROUP 1

 Individuals who do not participate in the commuted overtime remuneration system but perform clinical, patient related work in excess of 40 hours per week which is less than 5 hours overtime per week may submit claims for overtime remuneration in terms of the measures and criteria contained in Resolution 3 of 1999 as well as the Provincial Government: Gauteng Department of Health (PGWC) Collective Agreement P6 of 2002. (Copies of the aforementioned documentation can be obtained from staff offices). The standard overtime application form and time sheets must be completed on a monthly basis and forwarded to the head of institution via the clinical head of department or supervisor of the individual.

2.2 GROUP 4

 Individuals who participate in the commuted overtime system in Group 3 (as indicated in paragraph 3.2 below) but who perform necessary overtime duties in excess of 20 hours per week, may claim for hours worked in excess of 20 hours per week to a maximum of 32 hours per week. Claims for every hour worked in excess of 20 hours per week to a maximum of 32 hours per week will be dealt with in terms of the measures and criteria contained in Resolution 3 of 1999. The maximum of 32 hours may only be exceeded in exceptional, fully motivated circumstances. The usual application forms and time sheets must be completed on a monthly basis and forwarded to the head of the institution via the clinical head of department or supervisor of the individual.

3. COMMUTED OVERTIME SYSTEM

 The contract is based on a uniform system of commuted overtime for certain minimum hours worked, in excess of 40 hours per week. Payment according to this system is limited to a commuted rate equivalent to 8, 12 or 16 hours overtime at 4/3 x basic salary for the commuted overtime system. The attached schedules reflect the applicable rates payable. The categories for commuted overtime remuneration are as follows:

3.1 GROUP 2

5 to 12 hours per week commuted overtime remuneration at

(average of not less than a commuted rate equivalent to 8 hours per

 8 hours per week) week

3.2 GROUP 3

13 to 20 hours per week commuted overtime remuneration at a

(average of not less than commuted rate equivalent to 16 hours per

16 hours per week) week

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3.3 Post classes Head Clinical Unit commuted overtime remuneration at a

 and Head Clinical Department commuted rate equivalent to 12 hours per

 week

3.4 Occupational class: Manager: Medical Services

3.4.1 Manager: Medical Services commuted overtime remuneration at a

 commuted rate equivalent to 8/12 hours per

week.

3.4.2 Manager: Medical Services commuted overtime remuneration at a

 **ONLY** when rendering actual commuted rate equivalent to 16 hours per

 clinical duties week

1. Commuted overtime remuneration is payable to medical and dental personnel who participate in the commuted overtime system during their annual (vacation) leave within each calendar year (i.e. from the 1 January of a year to 31 December of that year) on the following basis:

4.1 22 working days in respect of employees with less than 10 years’ service;

4.2 30 working days in respect of employees with more than 10 years’ service;

Should any individual not be able to utilise such leave during a specific year, the leave may be carried over to the next year on condition that the leave is utilised within the first six months of that year (i.e. before 30 June).

1. Commuted overtime remuneration **is not payable** during **sabbatical leave** and in respect of absence on leave without pay, on **special leave or maternity leave**. The commuted overtime rate will be reduced accordingly should such absences occur during a month.

6. Commuted overtime will not be paid during periods of sick leave, family responsibility leave and special leave for study purposes (prep and exam) in cases where the individual due to his/her absence on such leave is not in a position to fulfill his/her commuted overtime contractual obligation (i.e. the hours overtime contracted for) during a specific month. In such instances the commuted overtime rate must be reduced on a pro-rata basis. Carry-over of rostered after-hour commitments to another month is not allowed.

7. No deduction of commuted overtime must take place in cases where an individual for the reasons as set out hereunder is **able to fulfill his/her commuted overtime contractual obligation during that specific month**:

7.1 With regard to periods of sick leave, family responsibility leave and special leave for study purposes (prep and exam) where an individual is absent on the day(s) where he/she is not rostered to perform after-hour duties;

7.2 With regards to periods of sick leave, family responsibility leave and special leave for study purposes (prep and exam) where the individual is rostered to perform after-hours duties, but is able to meet his/her after-hour commitment by interchanging (swopping) his/her after-hour duties with other doctors/dentists **in that specific month**. This arrangement must be approved by the supervisor (clinical manager).

8. Certain periods of “on call/standby” may be classified as commuted overtime and will be taken into account in calculating the number of hours of commuted overtime rendered.

9. Time spent on teaching and research may be included in the fulfillment of the normal 40-hour week to a maximum of 14 hours per week i.e. 33% of the 40 hours may be utilised for teaching, training and research, but may **not** be included in overtime calculations.

10. If the needs of a clinical department/institution do not require that medical/dental staff perform regular overtime duties, individuals who wish to participate in the commuted overtime system can make up the requisite time in other clinical departments in the same institution or in another provincial health facility. In such cases there must be mutual agreement and arrangements in this regard between the heads of both clinical departments/institutions involved.

**AGREEMENT**

INDICATE WITH X IN APPROPRIATE

i) I agree to perform the standard 40-hour workweek and not to participate in the commuted overtime system. I accept that I will not be entitled to claim payment of the commuted overtime allowance although I may be called on to perform sporadic overtime, in which case payment may be claimed as provided for in Resolution 3 of 1999.

ii) I accept that I am obliged to be on call/standby and need not necessarily be at the facility all the time but must be available to attend to emergency cases or respond to being called out. I accept that payment will be made on a claim basis for actual hours performed up to a maximum of 4 hours, as provided for in paragraph 2 (Group 1) above.

iii) I agree to participate in the commuted overtime system as indicated in paragraph 3 above. My choice is indicated with a X in the appropriate

 Group 2 (paragraph 3.1) Group indicated in paragraph 3.3

 Group 3 (paragraph 3.2) Group indicated in paragraph 3.4.1

 Group indicated in paragraph 3.4.2

1. I am willing to work additional overtime for remuneration as provided for in paragraph 2.2 above (Group 4). I accept that only actual hours performed in excess of 20 hours overtime to a maximum of 32 hours per week will be remunerated in terms of Resolution 3 of 1999 on an individual claim basis, subject to prior approval of the delegated authority. I accept that I may only claim for overtime remuneration in excess of 32 hours per week in exceptional cases such as due to a severe shortage of staff or in a crisis situation.
2. My average duties **(including commuted overtime)** per week, excluding on call duties, are made up as follows:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Own clinicaldepartment/ area (1) | Other clinicaldepartment/ area (2) | Total |
| Clinical patient related hours **including commuted overtime**  |  |  |  |
| Formal teaching and research |  |  |  |
| Remunerative Work outside the Public Service |  |  |  |
| **OVERTIME DUTIES RENDERED AT OTHER INSTITUTION(S)** |
| Clinical patient related hours |  |  |  |
|  | **GRAND TOTAL** |  |

 NOTES:

1. own clinical department/area is the component at your own institution where most of your time is spent (e.g. internal medicine)
2. other clinical department/area is the component/s at your own institution where the rest of the time is spent (e.g. gynecology)
3. time spent on call/standby may be reflected in the section below

|  |  |
| --- | --- |
| Average hours spent “on call”/standby (for record purposes only) (3) |  |

vi) I undertake to assist my clinical department/area in meeting its overtime commitments which includes being on call (standby) as scheduled.

vii) Any other remunerative work which I perform will not interfere with my commitment to the hospital/clinic for the services described above and will not take place during the hours I am required for duties as agreed in this contract. I understand that any such remunerative work must be approved by the head of the institution/region where I am employed.

1. Three month’s written notice must be given by either party, if they wish to withdraw from or cancel this agreement.

ix) I accept that I may be excluded from further participation in the dispensation in the event of any unreasonable refusal or failure on my part to perform overtime duties. I undertake to ensure that services rendered during any period of overtime duties will comply with acceptable quality standards.

x) I accept that the present commuted overtime system is subject to revision at a national level from time to time.

1. I understand that the Gauteng Department of Health reserves the right to claim back any monies which are incorrectly paid or which cannot be justified by periodic audit.

Signature of Applicant Date

**APPROVALS**

\* 1. I have reviewed the needs of the department and certify that with effect from the ………………………….of ………………….20………..to the ………………………of ……………………………20……. it is necessary for Dr. ……………………….……… to work ….… hours overtime as stated *(Group …….)*. I accept responsibility for ensuring that the applicant meets the terms of the contract.

Signature: Head of Clinical Department (1) Date

Signature: Head of Clinical Department (2) Date

(where applicable)

2. I have reviewed the needs of the clinical department/institution and certify that with effect from the……………………………….of …………………..20…….to the …………………………of…………………………20……….., it is necessary for

 Dr. …………………………………. to work ….…. hours overtime as stated *(Group…...…)*. I accept responsibility for ensuring that the applicant meets the terms of the contract.

APPROVED/NOT APPROVED

Signature: Head of Institution (1) Date

Signature: Head of Institution (2) Date

(where applicable, i.e. cases where applicant

renders overtime duties at other institution)