



**THE GPSSBC DEPARTMENTAL BARGAINING CHAMBER FOR THE DEPARTMENT OF
ENVIROMENTAL AFFAIRS AND TOURISM**

RESOLUTION NO 1 OF 2009

**INTRODUCTION OF A SEA – GOING ALLOWANCE FOR EMPLOYEES AT THE MARINE AND
COASTAL MANAGEMENT (MCM) BRANCH**

1. Scope:

This agreement binds:

the Employer party to the Chamber;

the Employees of the Employer (excluding senior management services) who undertake research, monitoring, control and surveillance expeditions at sea in the Marine Coastal Management (MCM) branch and are members of the trade union parties to this agreement; and

the Employees of the Employer who undertake research, monitoring, control and surveillance expeditions at sea in the MCM branch and who are not members of any trade union party to this agreement, but who fall within the scope of the Chamber.

2. Purpose:

Noting that employees of the MCM branch are required to perform duties at sea, such duties being outside of normal office hours and for continuous periods longer than a normal working day.

And noting that the Department is required to manage the remuneration of MCM branch Employees in such a manner that a balance between Labour legislation and the achievement on the execution of its mandate is reached.

And further noting that the Minister for the Public Service and Administration has determined in terms of section 3(5)(a) of the Public Service Act 1994, as amended, that a sea going allowance for the Department may be introduced.

3. Agreement:

Therefore, the Parties resolve that –

- a. The Department will pay a sea going allowance with effect from 1 March 2009 to all employees in the MCM branch who undertake research, monitoring, control and surveillance expeditions at sea.
- b. The allowance will be paid *in lieu* of overtime and therefore the provisions of overtime as encapsulated in the Basic Conditions of Employment Act and/or PSCBC Resolutions, and/or Departmental Policies will no longer be applicable to the identified employees, except where specifically stated to the contrary within the agreement.
- c. The allowance is not intended to imitate any clauses and or provisions of PSCBC Resolution 1/2007; furthermore this agreement does not purport to establish and/or create an Occupation Specific Dispensation for MCM branch employees.

- d. The allowance will be inclusive of; overtime payment, night shift allowance and standby allowance.
- e. The allowance will not include S&T payments as these are regulated elsewhere.
- f. The allowance will be paid for sea expeditions in excess of 16 hours, where the hours worked will be determined from the time the employee reports for duty, until he/she knocks off at the conclusion of the expedition and will include instances where employees are expected to perform specific duties after an expedition that may not necessarily be "on the sea".
- g. In instances where less than 16 hours are worked, such period in excess of a normal 8 hour workday will be regarded as normal overtime and payment of overtime and allowances will be done as prescribed by PSCBC Resolution 1/2007.
- h. Where an expedition lasts between 16 hours and up to 24 hours, a daily allowance will be paid. The allowance will be calculated as follows:
 - For every completed day (i.e. a complete 24 hour cycle):
 - the first 8 hours of the 24 hour period are calculated at the normal work rate of that employee, while
 - the remaining 16 hour period is subject to the daily allowance based on the flat rate principle.
 - Where an expedition is out on sea and does not complete a 24 hour cycle, a pro-rated payment per hour for the incomplete period will apply (i.e. the daily allowance divided by 24 x actual hours)
- i. The allowance will be adjusted on an annual basis equal to the annual wage increase percentage as determined in the Public Service Coordinating Bargaining Council.
- j. The Department will pay daily allowance, based on a flat rate principle to all employees equal to the amount R560.00

4. Review date:

This agreement will be terminated on the signing of an Occupation Specific Dispensation for MCM branch employees or reviewed after 24 months of the ratification of this agreement, whichever occurs first.

5. Implementation date:

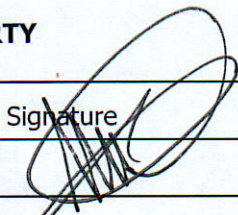
This agreement will come into effect on the date of ratification by Council in terms of the Governance Rules of Council.

6. Dispute resolution:

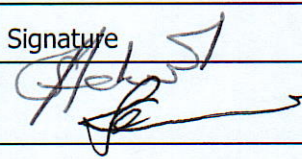
If there is a dispute about the interpretation or application of this agreement any party may refer the matter to the Council for resolution in terms of the dispute resolution procedure of the Council.

THIS DONE AND SIGNED AT CAPE TOWN ON THE 13th
DAY OF FEBRUARY 2009.

ON BEHALF OF THE EMPLOYER PARTY

	Name	Signature
Department as Employer	<u>AM MAFANELE</u>	

ON BEHALF OF TRADE UNION PARTIES

Trade Union	Name	Signature
NEHAWU	<u>GERTRUDE ABDOL</u> <u>FRANCIS HENRICH</u>	
POPCRU		
PSA		