

RESOLUTION NO 2 OF 2021

SEA-GOING ALLOWANCE FOR EMPLOYEES EMPLOYED BY THE DEPARTMENT OF
FORESTRY, FISHERIES AND THE ENVIRONMENT

1. SCOPE OF APPLICATION

- 1.1. This agreement applies to the employer and employees employed by the Department of Forestry, Fisheries and the Environment who undertake research, monitoring, control and surveillance expeditions at sea.

2. NOTING

2.1. Noting that –

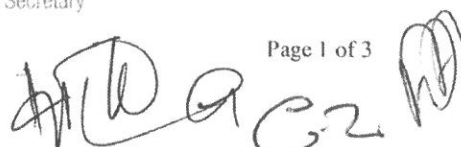
- 2.1.1. employees of the Department of Forestry, Fisheries and the Environment is required to undertake research, monitoring, control and surveillance expeditions at sea which duties are being performed in excess of a normal working day; and
- 2.1.2. the Department referred to in clause 1.1, above, are obliged to manage the remuneration of the employees concerned *viz á viz* the requirements contained in labour legislation and the achievement on the execution of their mandates.

3. THE PARTIES TO THE COUNCIL AGREE TO THE FOLLOWING

3.1. Therefore, the Parties agree that-

- 3.1.1. The Department, referred to in clause 1.1, above, will pay a sea-going allowance in accordance to this agreement to those employees who undertake research, monitoring, control and surveillance expeditions at sea.
- 3.1.2. The sea-going 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.
- 3.1.3. The sea-going allowance is not intended to imitate any clauses and/or provisions of PSCBC Resolution 1 of 2007. Furthermore, this agreement does not purport to establish and/or create an Occupational Specific Dispensation for the affected employees within the Department referred to in clause 1.1, above.
- 3.1.4. The sea-going allowance will be inclusive of overtime pay, night shift allowance and standby allowance.
- 3.1.5. The sea-going allowance will not include travel and subsistence payments (also referred to as S&T payments) as these are regulated elsewhere.
- 3.1.6. The sea-going 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

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duty, until s/he 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".

- 3.1.7. 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 of 2007.
- 3.1.8. Where an expedition lasts between 16 hours to 24 hours, a daily sea-going allowance will be paid. The allowance will be calculated as follows:
- (a) For every completed day (i.e. a completed 24 hour cycle):
 - (i) The first 8 hours of the 24 hour period are calculated at the normal work rate of that employee, while
 - (ii) The remaining 16 hour period is subject to the daily allowance based on the flat rate principle.
 - (b) 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).
- 3.1.9. The sea-going allowance will be adjusted annually on 1 April of each year based on the average CPI of the previous year as obtained from StatsSA. The sea-going allowance will be reviewed w.e.f. 1 April 2018 and annually thereafter. Any discrepancies that might exist will be dealt with through transitional arrangements determined by the Minister for Public Service and Administration.
- 3.1.10. The Department referred to in clause 1.1 above, will pay a daily sea-going allowance, based on a flat rate principle to all employees referred to in clause 1.1 above, equal to an amount of R1 006.00.
- 3.1.11. GPSSBC Resolution 1 of 2009 is therefore repealed.

4. DATE OF IMPLEMENTATION

This agreement shall be implemented retrospectively with effect from 1 April 2017.

5. DISPUTE RESOLUTION

Any dispute about interpretation or application of this agreement shall be dealt with according to the dispute resolution procedure of the GPSSBC.

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THIS DONE AND SIGNED AT Batho Pele OF THIS 21 DAY OF 06 2021

ON BEHALF OF EMPLOYER

	Name	Signature	Date
STATE AS EMPLOYER	Willie Nukela	[Signature]	20/6/21

ON BEHALF OF TRADE UNION PARTIES

Trade Union	Name	Signature	Date
NEHAWU	Casper Ntsho	[Signature]	20/07/2021
POPCRU	NOMALAMBA MABOKELA	[Signature]	20.21-07-27
PSA	Astrid Al-anani	[Signature]	21/07/21

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