



RESOLUTION NO 8 OF 2009

**AGREEMENT ON THE IMPLEMENTATION OF AN OCCUPATION SPECIFIC DISPENSATION  
FOR ENVIRONMENTALIST AND BIODIVERSITY OFFICERS**

**1. PURPOSE**

This agreement gives effect to clause 4.14.3.3 of the PSCBC Resolution 1 of 2007 in providing an Occupation Specific Dispensation (OSD) for Environmentalist and Biodiversity Officers.

**2. OBJECTIVES**

2.1. To introduce an OSD for Environmentalist and Biodiversity occupations, which provide for-

- 2.1.1 a unique salary structure;
- 2.1.2 career-pathing opportunities based on competencies, experience, performance and scope of work;
- 2.1.3 adequate pay progression and accelerated pay progression;
- 2.1.4 grade progression and accelerated grade progression based on performance;
- 2.1.5 recognition of appropriate experience;
- 2.1.6 increased competencies;
- 2.1.7 the introduction of differentiated salary scales for different categories of Environmentalist and Biodiversity Officers; and
- 2.1.8 a change in the pensionable composition of the total cost to employer which will now be a 70/30 split.

**3. SCOPE**

3.1 This agreement binds –

- 3.1.1 the Employer;
- 3.1.2 the employees of the employer who are members of trade union parties to this agreement;

3.1.3 the employees of the employer who are not members of trade union parties to this agreement, but who fall within the registered scope of the Council.

3.1.4 Employees who fall within the following occupational categories, including SMS members, and are required to be registered with an appropriate professional council:

3.1.4.1 Coastal Management

3.1.4.2 Environmental Impact Assessment

3.1.4.3 Pollution and Waste Management (PWM)

3.1.4.4 Air Quality and Enforcement (AQE)

3.1.4.5 PWM & AQM and Planning and Co-ordination

3.2 The agreement is not applicable to employees covered by other occupation specific dispensations and Clause 5 referred to in PSCBC Resolution 1 of 2007.

**4. PARTIES TO COUNCIL AGREE TO THE FOLLOWING:**

4.1. The occupation specific dispensation of Environmentalist and Biodiversity Officers shall provide for the following:

**4.1.1. Unique Remuneration Structures**

The introduction of unique remuneration structures per occupation with 1.5% increments between notches as indicated in Annexure A to this agreement.

**4.1.2 Differentiated Dispensation**

Differentiated salary structures for Environmentalist and Biodiversity Officers are attached as Annexure A1 (year 1), A2 (year 2) and A3 as summarized here under:

### 4.1.3 Different Career Streams

No	WORK STREAM	DSD BAND	OCCUPATIONAL GROUPS INCLUDED
<b>ENVIRONMENTAL AND BIODIVERSITY OFFICERS</b>			
1	<b>Environmental/Biodiversity Officers</b>	Normal and advanced Production Grades A, B	Normal and advanced production in the following areas: <ul style="list-style-type: none"> <li>• Coastal Management;</li> <li>• Environmental Impact Assessment (EIA);</li> <li>• Pollution and Waste Management (PWM);</li> <li>• Air Quality Management (AQM)</li> <li>• Education and Awareness;</li> <li>• Compliance, Monitoring and Enforcement (CM &amp; E)</li> <li>• PWM + AQM;</li> <li>• Planning and co-ordination; and</li> <li>• Biodiversity</li> </ul>
2	<b>Specialised Environmental/Biodiversity Officers</b>	Specialised Production Grade C	Specialised production in the following areas: <ul style="list-style-type: none"> <li>• Coastal Management;</li> <li>• Environmental Impact Assessment (EIA);</li> <li>• Pollution and Waste Management (PWM);</li> <li>• Air Quality Management (AQM)</li> <li>• Education and Awareness;</li> <li>• Compliance, Monitoring and Enforcement (CM &amp; E)</li> <li>• PWM + AQM;</li> <li>• Planning and co-ordination; and</li> <li>• Biodiversity</li> </ul>
3	<b>Control Environmental/Biodiversity Officers (supervisory/middle management)</b>	Supervisory/management Grades A and B	Specialised production in the following areas: <ul style="list-style-type: none"> <li>• Coastal Management;</li> <li>• Environmental Impact Assessment</li> </ul>

No	WORK STREAM	OSD BAND	OCCUPATIONAL GROUPS INCLUDED
			(EIA); <ul style="list-style-type: none"> <li>• Pollution and Waste Management (PWM);</li> <li>• Air Quality Management (AQM)</li> <li>• Education and Awareness;</li> <li>• Compliance, Monitoring and Enforcement (CM &amp; E)</li> <li>• PWM + AQM;</li> <li>• Planning and co-ordination; and</li> <li>• Biodiversity</li> </ul>

4.2 The specialist stream is created to assist departments to attract and retain specialists in engineering and as scientists. No employee may translate, in terms of this agreement, to any post in the specialist streams. Posts in these streams must be created and filled through the normal budgetary and prescribed recruitment and selection processes.

**5. APPOINTMENT REQUIREMENTS**

5.1. Appointments will be subject to:

5.1.1. An employee meeting the appointment requirements, inclusive of but not limited to possessing the relevant qualification (s), prescribed years of experience, registration with an appropriate professional council.

5.1.2. Availability of posts; and

5.1.3. After appointment the employee must perform the functions of the new post (job).

**6. PAY PROGRESSION**

6.1. The relevant qualifying periods and criteria for pay progression are prescribed for each stream and post.

6.2. Annual pay progression opportunities of 1.5% shall apply on condition that the relevant employee has maintained a satisfactory level of performance as set out in the

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performance management system of the department that shall be applicable at the time when such employee becomes eligible for pay progression.

- 6.3. Accelerated pay progression will be introduced for the top performers on the grade B of the supervisory streams and specialist streams.
- 6.4. A maximum of 20% of employees on these grades may be awarded 2 notches for good performance and 10% may be awarded 3 notches for excellent performance per year.
- 6.5. Annual pay progression shall be awarded to these employees with effect from 1 July of the year in which the employee has complied with the prescribed requirements for such pay progression.
- 6.6. The 1<sup>st</sup> annual pay progression cycle for these employees, in terms of this OSD, shall commence on 1 April 2010 and shall run until 31 March 2011; therefore the awarding of the first pay progression in terms of this OSD shall be 1 July 2011.

#### 7. **IMPROVEMENT IN CAREER PATHS**

- 7.1. Career paths are improved through the introduction of a set of salary grades attached to the posts in identified categories.
- 7.2. The salary grades provide for longer career progression opportunities, as part of the defined career path, in order to recruit and attract these professionals.
- 7.3. OSD provides for career paths that facilitate progression through appointment to higher posts subject to the requirements and conditions for such progression being met.

#### 8. **GRADE PROGRESSION: PRODUCTION LEVEL**

- 8.1. The production stream allows for a single post to be linked to more than one salary grade (scale) to facilitate grade progression.
- 8.2. Progression to the next salary grade attached to the production post is subject to the employee meeting the progression requirements for the higher grades.
- 8.3. The OSD provides for differentiated periods for grade progression, based on performance at production level, to enable employees, **who have distinguished**

**themselves from their peers in terms of performance**, to progress faster to higher salary grades on the relevant production level.

8.4. For the environmentalist officers and biodiversity officers, top performers may grade progress after 4 years and average performers may grade progress after 8 years. Only 20% of top performers may grade progress in any given year.

8.5. The 1<sup>st</sup> grade progression cycle for these employees in terms of this OSD shall commence on 1 April 2010 and shall run until 31 March 2014; therefore the awarding of the first grade progression in terms of this OSD shall be 1 July 2014.

9. **GRADE PROGRESSION: IDENTIFIED SUPERVISORY AND MANAGEMENT LEVELS**

9.1. Progression to the next salary grade attached to the supervisory and management posts is subject to the employee meeting the progression requirements for the relevant higher grades.

9.2. The OSD provides for differentiated periods for grade progression, based on performance at supervisory and management levels, to enable employees, **who have distinguished themselves from their peers in terms of performance**, to progress faster to higher salary grades on the relevant supervisory and management levels.

9.3. For all the supervisory and management streams, top performers may grade progress after 5 years and average performers may grade progress after 10 years. Only 20% of top performers may grade progress in any given year.

9.4. The 1<sup>st</sup> grade progression cycle for these employees in terms of this OSD shall commence on 1 April 2010 and shall run until 31 March 2015; therefore the awarding of the first grade progression in terms of this OSD shall be 1 July 2015.

10. **RECOGNITION OF RELEVANT EXPERIENCE ON APPOINTMENT FROM OUTSIDE THE PUBLIC SERVICE**

To enhance the recruitment of these professionals, the employer will introduce a basis for salary recognition for relevant experience on appointment from outside the Public Service in production posts and identified grades in supervisory posts.

**11. RECOGNITION OF RELEVANT EXPERIENCE OF SERVING EMPLOYEES ON TRANSLATION TO THE OSD**

- 11.1. The recognition of relevant experience of employees will be implemented with effect from 1 July 2010 for employees who are in service as at 30 June 2010.
- 11.2. The recognition of relevant experience shall be based on 1 notch for every 2 full years of continuous service achieved after full registration with a professional council (after successful completion of the candidate programme), calculated from the first notch of the relevant production salary notch. Experience not reflected on the existing personnel record will be based on verified proof of such experience.
- 11.3. Employees must submit to the employer proof of such relevant experience by no later than 31 March 2010. Any submission received after this date will not be considered.
- 11.4. The verification of experience will be undertaken by the Employer.
- 11.5. Notch movement based on the recognition of experience shall be limited to the maximum notch of the relevant production grade.

**12. SALARY ALLOCATION UPON APPOINTMENT TO A HIGHER POST**

Employees who are appointed to a higher post shall be placed at the minimum of the commencing notch of that higher post, or shall gain two (2) notches on such appointment if their current notch is equal to or higher than the minimum notch of the higher post.

**13. TRANSLATION MEASURES**

- 13.1. Employees will translate to appropriate posts and salary grades in accordance with the posts that they occupy at the time of translation.
- 13.2. Measures to facilitate translation from the existing dispensation to appropriate salary scales attached to the OSD based on the following principles:

13.2.1. No person will receive a salary (notch or package) that is less than what he/she received on 30 June 2009, i.e. prior to the implementation of the OSD.

13.2.2. Translation will be done in three phases, namely:

**(i) 1st Phase**

Minimum translation from the current post as at 30 June 2009, to the appropriate post and salary grade, as contained in Annexure A1.

**(ii) 2nd Phase**

Minimum translation from the current post as at 30 June 2010, to the appropriate post and salary grade, as contained in Annexure A2

**(iii) 3<sup>rd</sup> Phase**

Re-calculation of relevant experience obtained by an employee who occupies a post on production level after obtaining the relevant qualification and complying with the relevant registration requirement, as at 30 June 2011. The experience will be calculated and implemented with effect from 1 July 2011.

13.2.3. For employees on the Environmentalists and biodiversity work streams who are permanently appointed and have been performing the duties of the post satisfactorily as at 30 June 2009, but are not registered with the relevant Council upon the implementation of the OSD will as a once-off provision translate to the OSD in terms of phases 1 and 2 translation measures.

13.2.4. These employees shall be allowed to progress by means of grade progression to the higher grades attached to the specific post without first having obtained the relevant qualification. However, upon applying for a higher post, or upon horizontal movement within the OSD, the employee does not retain this once-off special translation measure and must first obtain the required qualification, as determined by this OSD and prescribed by the relevant Council/trade.

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13.2.5. Employees who are translated to total cost packages, shall have their benefits protected (employees shall not be worse off).

**14. PERFORMANCE MANAGEMENT SYSTEM**

The performance management system for this OSD shall be based on the existing departmental performance management and development system.

**15. IMPLEMENTATION**

15.1. The provisions of this agreement shall take effect as follows:

15.1.1. First year minimum translation with effect from 1 July 2009 (Phase 1).

15.1.2. Second year minimum translation with effect from 1 July 2010 (Phase 2).

15.1.3. Recognition of experience with effect from 1 July 2011 (Phase 3).

**16. STRUCTURING OF SALARY PACKAGES**

16.1. The pensionable income of the cost-to-employer salary package where applicable for all the categories covered by this agreement constitutes 70% of the basic salary.

16.2. The measures for the structuring of salary packages will be similar to those of the Middle and Senior Management Services.

**17. INTERPRETATION AND APPLICATION**

17.1. In the event of any conflict between the provisions of this agreement and any other agreement of the Council pertaining to the substance of this agreement, the provisions of this agreement shall take precedence.

17.2. No amendments to this Agreement shall be of force or effect unless reduced to writing and agreed upon by the parties to the Council as a Resolution of the Council.

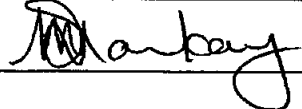
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18. DISPUTE RESOLUTION

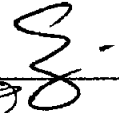

Should there be a dispute about the interpretation or application of this agreement any party may refer the matter to the Council for resolution in terms of the dispute resolution procedure of the Council.

This was done at CENTURION on this the 13<sup>th</sup> day of APRIL 2009

ON BEHALF OF THE EMPLOYER

	Name	Signature
State as employer	M. Ntshikela	

ON BEHALF OF TRADE UNION PARTIES

TRADE UNION	NAME	SIGNATURE
NEHAWU	CLEMENT MAKULE	
POPCRU	Rafli MABWIDA	
PSA		