



PHSDSBC

**PUBLIC HEALTH AND SOCIAL DEVELOPMENT
SECTORAL BARGAINING COUNCIL**

**RESOLUTION 4 OF 2017: AGREEMENT ON THE PAYMENT OF A
SPECIAL ALLOWANCE AND A DANGER ALLOWANCE**

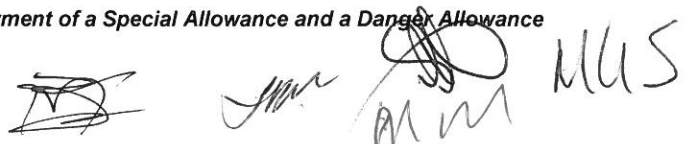
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1. NOTING

- 1.1. That, the Forensic Pathology Services were transferred from South African Police Services ("the SAPS") to the Department of Health ("the DoH"). The transfer was effected according to the signed Memorandum of Understanding among the National Department of Health ("the NDoH"), Department of Public Works and the SAPS, in 2006.
- 1.2. That, the DoH recognises the need to introduce the danger allowance to the employees operating in the forensic pathology services within the Health sector.
- 1.3. That, the DoH recognises the need to introduce a special allowance for qualifying Forensic Pathology Officers ("the FPOs") and other employees who were and/or are performing the same functions under the direct supervision and direction of the responsible medical officers.
- 1.4. That, the DoH recognises the conditions under which employees in the forensic pathology services work, which requires protective clothing and uniform.
- 1.5. That, the DoH commits to providing ongoing counselling and debriefing services to employees operating in the forensic pathology services.

2. OBJECTIVES

- 2.1. To provide for the payment of a danger allowance to the employees operating in the forensic pathology services within the Health sector.
- 2.2. To provide for protective clothing and uniform to employees working in the forensic pathology services within the Health sector.
- 2.3. To provide ongoing counseling and debriefing services to employees operating in the forensic pathology services within the Health sector.

The bottom of the page features several handwritten signatures and initials. On the left, there is a signature that appears to be 'MUS'. In the center, there is a signature that looks like 'MUS' with a large flourish. To the right, there are initials 'MUS' written in a large, bold, sans-serif font.

- 2.4. To provide a special allowance for qualifying FPOs and other employees who were and/or are performing the same function under the direct supervision and direction of the responsible medical officers within the Health sector.

3. SCOPE

This agreement applies to the following parties:

- 3.1. Employer in the DoH and all its provincial departments.
- 3.2. Employees who are members of the trade unions admitted to the Council, and who fall within the scope of the Council.
- 3.3. Employees who do not belong to a trade union, and who fall within the scope of the Council.

4. PARTIES THEREFORE AGREE AS FOLLOWS:

- 4.1 To introduce a standard danger allowance to the amount of **R 397.00** (three hundred and ninety seven rands) per month, to qualifying FPOs and other employees who operate in the forensic pathology services and implement it with effect from 01 April 2017.
- 4.2 To pay a remedial once-off, non-pensionable amount of **R 4 800.00** (four thousand and eight hundred rands) to qualifying FPOs and other employees who are and/or were performing the same functions.
- 4.3 To provide for appropriate protective clothing and uniform, to qualifying FPOs and other employees working in the forensic pathology services, on an annual basis.
- 4.4 To provide ongoing counseling and debriefing services to qualifying FPOs and other employees operating in the forensic pathology services, as and when requested to do so.




4.5 To introduce a provisional special allowance to the amount of **R 594.00** (five hundred and ninety-four rands), pending the finalisation of the process, entailed in clause 4.5.2 of this agreement, with effect from 01 April 2017, as follows:

4.5.1 The FPOs and other employees who are and/or were performing the same functions will be authorised to perform dissecting work under the direct supervision and direction of the responsible pathologists or medical officers; and

4.5.2 Parties agree to negotiate and conclude a sustainable model to allow the FPOs to register with a statutory body as professionals, to have career pathing and job evaluation within six (6) months after this agreement attains majority signature.

5. INTERPRETATION AND APPLICATION

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

5.2 No amendments to this agreement shall be of force or effect unless reduced to writing and agreed to by both parties to the Council, as a resolution of Council.


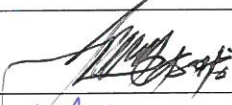


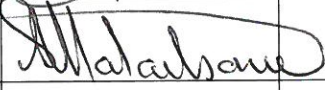
6. DISPUTE RESOLUTION PROCEDURE

Should there be a dispute regarding the interpretation and application of this agreement, any party may refer such dispute to the Council which will be dealt with in terms of the dispute procedure of the Council.

7. IMPLEMENTATION OF THE AGREEMENT

The provisions of this agreement shall take effect from the date it attains majority signature.

THUS, DONE AND SIGNED AT CENTURION ON THIS ²⁹ DAY OF
 JUNE2017.

ON BEHALF OF STATE AS EMPLOYER			
	NAME	SIGNATURE	
STATE AS THE EMPLOYER	MT - J. GALE		
ON BEHALF OF ADMITTED TRADE UNIONS			
TRADE UNION	NAME	SIGNATURE	
DENOSA	Modselele		
NEHAWU	Mike Shingirai		
HOSPERSA	Masale Selematsele		
NUPSAW	Success MATAITSIANE		
PSA			