



ARBITRATION AWARD

Case No: **PSHS771-19/20**

Commissioner: **Vusi Moyo**

Date of award: **30 June 2022**

In the matter between:

PSA obo Moeletsi Ramatsa and 3 others

Applicants

and

Department of Health – Gauteng

Respondent

DETAILS OF HEARING AND REPRESENTATION

1. This arbitration award is rendered pursuant to an arbitration process held over 5 days under the auspices of the PHSDSBC.
2. Moeletsi Ramatsa, Izak Louw, Stephen Madibane and Andre Van der Merwe (the Applicants) were represented by Mr Bongani Qankase, the Labour Relations Officer of the PSA. Department of Health-Gauteng (the Respondent) was represented by Mr Steven Mpyana (Labour Relations Officer). These proceedings were conducted in English. Submissions were both digitally and manually recorded.

ISSUE TO BE DECIDED

3. To determine the correct interpretation or application of Resolution 4 of 2017 on the agreement on the payment of a special allowance and a danger allowance.

RELIEF SOUGHT

4. The Applicants sought payment of the danger allowance as well as the remedial, once-off, non-pensionable amount of R4 800, 00.

BACKGROUND TO THE ISSUE

5. The Applicants are currently appointed as Deputy Directors in their respective clusters under Forensic Pathology Services. They are also commonly referred to as Cluster Managers.
6. With the assistance of their preferred trade union, PSA, they referred the matter to the PHSDSBC claiming entitlement to the allowances specified above in paragraph 4.
7. The Respondent is Department of Health- Gauteng. Bundles of documents were exchanged by the parties. The authenticity and veracity of these documents was not disputed.

SURVEY OF EVIDENCE AND ARGUMENT

8. As noted above in paragraph 2, these proceedings were digitally recorded, what appears hereunder constitutes a summary of the evidence deduced by the parties in so far as is relevant for the purpose of this arbitration; it is by no means a comprehensive minute of what transpired in the course of these proceedings. **Section 138(7)(a) of the LRA** stipulates that within 14 days of conclusion of the arbitration proceedings the Commissioner must issue an arbitration award with brief reasons. What follows underneath accordingly serves as my brief reasons:
9. For the Applicants' case, four witnesses were called to lead evidence. The first witness was Mr Izak Jacobus Louw. His testimony under oath is summarised as follows:

10. Mr Louw introduced himself as a Deputy Director, also referred to as Cluster Managers, and is one of the Applicants. They all share the same job title. Their jobs entail dealing with unnatural deaths. Mr Louw explained that the Applicants' roles are more operational than administrative. He stated that Forensic Pathologists conduct post-mortems and autopsies while the Applicants duties in the process are to ensure that bodies are stored correctly in body bags and fridges, to put other bodies in long term storage until identification, to conduct inspections, to look after equipment, to attend to motor vehicle accidents and disasters, to assist in the collection of bodies, the other two Applicants conduct body dissections, they all look after equipment such as body bags, body trolleys, knives, scalpels, loadox machines for X-rays and so forth. He went into minute detail on what their positions entail in terms of going into dissection areas to ensure that correct PPE (personal protective equipment) is worn and that there is Occupational Health and Safety Act compliance while ensuring that the dissection area of the mortuary is clean. He detailed the hazards thereof, operational issues they are involved in, trainings attended, legislative compliance, and the fact that they report to Director of Operations not Corporate Service.
11. Mr Louw declared that the entire dissection area is a biohazardous area as there are bacteria and viruses from bodies such as HIV and decomposition odours. There are also bodily fluids leaking from body bags. Blood also runs all over the area and they all have to wear PPE as opposed to a hospital theatre area which is clean and sterile. There is also debris around as bodies are cut and opened up, hence there are biohazards.
12. Mr Louw specified that they also get non-viable fetuses and these are declared as medical waste. In their positions the Applicants are then tasked with identifying and placing the medical waste in buckets and to register the tissue. They also check what is in the freezers. The Applicants also assist to ensure that pictures are taken, bodies are registered and are transported properly. They also ensure that the medical waste is handled correctly, complies with legal prescriptions in terms of ensuring that the wastage is sealed and is in designated areas before being collected by the appropriate external waste management company. In this process they also handle blood soaked clothes of the deceased bodies. Their inspections are about ensuring that all these processes are done properly and that temperatures are at appropriate levels.
13. Mr Louw drove the point home that they are employed operationally as he has gone to pick up bodies from scenes and has helped to load bodies. He described an incident whereby they went to Nigeria Synagogue to repatriate bodies and fly them back home to South Africa with other peers, Facility

Managers and Forensic Pathology Officers after the tragedy of the church collapse. He further revealed that he has been exposed to all operational issues such as when he was involved in the exhumation of a deceased body that was incorrectly buried. He therefore made it graphic that they touch things and bodies as they move them around to check for numbers, etc. The area is also slippery and he has also experienced a slippage.

14. Mr Louw highlighted that they are appointed at same levels as their peers in other provinces where the once-off and danger allowances are paid. Mr Louw argued that if the Respondent believes that they do not qualify for the danger allowance then they must be withdrawn from Operations and be placed under Corporate Services so that their roles can be purely administrative. He made it clear that the danger allowance is for employees that go into and perform duties in biohazardous, operational areas of the mortuary. In his view, all the Applicants qualify for these allowances as they are covered by clause 4.1 in the resolution when it refers to "other employees". The Applicants are also provided with protective uniforms such as jumpsuits, boots and so forth. These are for operational activities. Mr Louw further argued that if they were purely administrative, they would not be provided with these uniforms as PPE.
15. Mr Louw testified that there is already compliance with Clause 4.3 and 4.4 of the resolution as they also go for counselling and debriefing sessions due to their exposure to trauma in their workspaces. It was therefore mind boggling to him why there was reluctance to also implement clause 4.1 and 4.2 which is the subject of this dispute.
16. Under cross examination, Mr Louw repeated the risks that the Applicants are exposed to. He argued that he finds it strange that Gauteng Province is not paying these allowances. In his view, the Respondent needs to look at this matter broadly as it is not only about the duties performed but the exposure to risks. A comparison was made that their duties are not that much different from Facility Managers in terms of overseeing but they are receiving the danger allowance. He questioned the rationale thereof. When challenged on the frequency of exposure, Mr Louw responded that even if they were to go into the biohazardous area once a month, they would still be exposed to the danger and get infections. Hence, his testimony that they also qualify for the danger allowance.
17. When re-examined, Mr Louw made it clear that the criteria of who qualifies or not was never discussed and the resolution provides no detailed information on who qualifies and what is a danger allowance.

18. The second witness was Mr Andre van der Merwe. He testified under oath and his evidence is summarised as follows:
19. Mr Van der Merwe as one of the Applicants, also went into minute detail on what his position entails. He testified that he goes into the theatre daily to ensure that everything functions optimally. He argued that all employees working in a mortuary environment do qualify for the danger allowance as well as the once-off payment.
20. Mr Van Der Merwe read the letter he furnished to the CEO of Forensic Medical Service, Dr Morule. This letter was in regards to these allowances as well as the motivation on why he believes that they do qualify for the danger allowance. He read the response of the CEO sent via email in which the CEO was in concurrence with his view.
21. In reference to clause 2.1 and 2.2 in the resolution, Mr Van Der Merwe testified that there is no difference between "working in" and "operating in". He emphasised that he is exposed to all the pathogens and dangers of the facility. Hence, he qualifies for the danger allowance. On clause 4.1, Mr Van Der Merwe testified that the clause does not express a limitation on whether one is working in the office or not but rather covers everyone that is in forensic pathology services.
22. For clause 4.2, Mr Van Der Merwe testified on the performance standards of a Forensic Officer Grade 1 to show that they do performs the tasks as well in terms of gathering evidence at crime scenes, putting bodies in body bags, loading bodies onto stretchers and into the vehicle and so forth. On the main objectives for the Forensic Officer position, Mr Van Der Merwe testified that he has performed all the tasks stated in the job description. To him, these are the same functions stated in the resolution. In concluding his evidence in chief, he made it clear that he works in an environment that is a danger to his health and can cause bodily injury and can also cause his death.
23. Under cross examination, Mr Van Der Merwe conceded that certain functions were performed when required such as when there was a strike. However, he added that sometimes he assists on his own free will. In emphasizing his point, he stated that during the strike in 2017, he cut open and performed dissections on about 600 bodies without any assistance from anyone and only got a thank you for his efforts.

24. When challenged that he does not perform forensic pathology duties, he responded that the operational area is a danger to him as he still takes bodies and moves them in fridges. Furthermore, as part of his maintenance duties, he unblocks human remains from drains when post mortems are conducted.
25. With regards to clause 4.2, Mr Van Der Merwe testified that he started as a Forensic Pathology Officer (hereafter referred to as FPO) and the clause is specific that the once-off payment is for "qualifying FPOs and other employees who are and/ or were performing the same functions". With these specific words, it means that he is also included and should receive the once-off payment.
26. Evidence was also adduced that Assistant Directors also received their danger allowance after following a similar process to the current Applicants.
27. The third witness was Mr Brett Jonker. He testified under oath and his evidence is summarised as follows:
28. Mr Jonker is based in the Western Cape in a similar position to the Applicants. He quoted his written statement in full. He testified that in the Western Cape, the danger allowance and once-off payment were paid with no qualms. He also went through his functions in detail as well as the exposure to biohazardous areas.
29. He conceded under cross examination that he does not perform the Forensic Pathology Officer duties daily but only if necessary and when there are staff shortages. He specified how going to attend a scene can be one of the most dangerous things due to crime as well.
30. Mr Jonker testified that he went with Mr Louw to Lagos, Nigeria to collect bodies after the tragedy of the church collapse. He stated that he has performed about 4 dissections and facial reconstructions since he was appointed as a Deputy Director.
31. The fourth witness was Mr Corrie Peters. He testified under oath and his evidence is summarised as follows:
32. Mr Peters is based in Mpumalanga province. He is in a similar position to the Applicants. He also quoted his written statement in full. He led evidence on his functions as similar to the other witnesses.

33. Under cross examination, he responded that he has performed Forensic Pathology Officer duties due to staff shortages and not on a daily basis. He also assists with over time. He revealed that he put up a big fight before his danger allowance and once-off payment were paid to him.
34. In showing that they are hands-on as Managers, Mr Peters made an example that the weekend prior arbitration, he took 30 pictures out of fridges for repairs. He detailed that collection of bodies are done monthly, he goes into fridges daily and inspects vehicles daily. Moreover, he is on stand-by 24-7 for when disaster strikes in order to assist to pick up bodies and attend to serious incidents. He specified that on the weekend prior, they collected 15 bodies when he was on stand-by in Witbank. The bodies were taken to the facility, booked in, put in fridges, prepared for viewing, identification and he attended to families.
35. Mr Peters made it clear that he believes that the Gauteng Department of Health is unfair not to pay the danger allowance and the once-off as they used to receive it at SAPS and continued with the same functions in the Department because they still go into facilities, do inspections, liaise with stakeholders and are exposed to the same elements as they are in Mpumalanga. There is therefore no reason why they should not qualify.
36. The Respondent called two witnesses to adduce its evidence. The first witness was Mr Ramotsoge Mabula. He was sworn in and testified under oath. His evidence is summarised below as follows:
37. Mr Mabula introduced himself as the National Deputy Director of Dispute Resolution. He reports to the Chief Negotiator and works closely with the Deputy Director of Collective Bargaining. He is also a Committee Member of the Council and sits on FinCo. He explained the generic process of Collective Bargaining in detail.
38. With regards to the resolution, Mr Mabula explained the background of how the agreement came into being. He testified that he was there at the time and played a key role in the agreement. He attested that the payment of danger and special allowance was introduced by the organised labour. There was concurrence by his Principals that Forensic Pathology Officers need to be given an allowance. For that purpose, costing needed to be done. They then went to facilities and sourced a Persal report with all FPOs and others performing FPO services but not appointed as such. Mr Mabula affirmed that this is where the word "others" came from in the resolution and informed how they negotiated.

39. Mr Mabula testified that on clause 1.3 of the resolution, the word "qualifying" was inserted because they were informed that there were Forensic Pathology Officers that were dissecting bodies which is what was supposed to be the duty of Medical Officers. An agreement was then reached that they will need to be paid a special allowance but only when they perform dissections under direct supervision of Medical Officers. They were also made aware that there were other employees that were not appointed as Forensic Pathology Officers but were also performing these specialised services.
40. Mr Mabula asserted that on clause 4.1 and 4.2, the words "other employees" emphasizes or means that they were aware of others not appointed as Forensic Pathology Officers and not having the title but also rendering Forensic Pathology Officer services. For this reason, they did not want to disadvantage those "others" that are rendering forensic pathology services. Three categories were then created:
- a) Forensic Pathology officers who were appointed and perform the responsibilities of Forensic Pathology Officers.
 - b) Forensic Pathology Officers who were appointed as such but for various reasons were no longer performing the responsibilities of the Forensic Pathology Officers. For instance, they have moved to Finance or Logistics, etc.
 - c) Staff members who were not appointed as Forensic Pathology Officers but perform the functions of Forensic Pathology Officers.
41. Mr Mabula explicated that the clause is specific in referring to who "renders services" not who "operates in a facility". There is therefore a difference between operating there and rendering services. If one does maintenance, they are not rendering FPO services. On Occupational Health and Safety duties, Mr Mabula affirmed that this is not what the resolution caters for and should not be married to the resolution. Allowances are based on what one does not on whether you are working there.
42. In responding to the Applicant's repatriation of bodies from Nigeria and on high profile cases where they go and assist and handle responsibilities of FPOs, Mr Mabula stated that:
- a) In events of repatriation, those are special projects and clear conditions are outlined, for example, with regards to travelling and danger allowances that come with the project. This is not catered for in the resolution.
 - b) Ad hoc functions are managed through the Performance Management Development System as they would have performed outside their scope and there are rewards for such occasions.

43. In responding to the witness from Western Cape that already enjoys the benefits in dispute, Mr Mabula stated that the allowance is for services of an FPO that are being rendered so they would qualify if they were rendering FPO services not on the basis on their job titles.
44. Mr Mabula agreed that Deputy Director from Mpumalanga was entitled to the special allowance as this is an allowance he used to have at SAPS. However, he disagreed that the provision of uniforms, counselling and debriefing in terms of clause 4.3 and 4.4 to Applicants signals that they are also entitled to benefits in clause 4.1 and 4.2. In contesting this position, Mr Mabula stated, "It does not work like that, it is all about whether you perform the forensic pathology services or not."
45. Mr Mabula revealed under cross examination that he has never asked if the Applicants are performing FPO services or not. He did not have minutes of Council meetings where these clauses were discussed. While Mr Mabula stated that the danger allowance was for FPOs, he could not recall the reasons nor motivation for the danger allowance.
46. Mr Mabula conceded that protective clothing is meant to protect you from occupational hazards. He admitted that this is informed by the work environment. He also saw the Applicants wearing their protective uniforms during arbitration.
47. Further concessions were made by Mr Mabula that:
- Yes, FPOs load bodies at a scene.
 - Yes, bodies are put into fridges or shelves at the morgue by FPOs
 - Yes, some bodies have diseases and some are found decomposed,
 - Yes, one cannot enter the forensic pathology services in private clothing
 - Yes, the uniform would be for the dangers that the area might pose.
 - Yes, there might be blood when body is dissected.
 - When opening the fridge, the FPO and the Applicants are exposed to the same diseases.
 - Nature of environment qualifies you for counselling and briefing.
48. However, Mr Mabula qualified his concessions by indicating that if Mr Louw is checking compliance, he is not dissecting, thus not performing FPO services. When asked whether if he would not be exposed to the same danger/ diseases, he could not answer.

49. Mr Mabula further responded that infrastructure and unblocking is not part of FPO services. When challenged on the exposure to diseases and dangers, he responded that he cannot equate the exposure to the services of an FPO as the resolution does not determine the extent of exposure to danger. This was followed by his failure to point out in the resolution where it is stated that the allowance is for employees performing functions of an FPO only. Mr Mabula could also not point out a clause that said if you perform FPO services on an ad hoc basis you would not qualify for this allowance.
50. The second and final witness for the Respondent's case was Mr Salathiel Tsimane. He was duly sworn in and testified under oath. His evidence is summarised below as follows:
51. Mr Tsimane is the Director of Operations. Two of the Applicants report to him as Cluster Managers. In turn, he reports to the CEO. Mr Tsimane confirmed the responsibilities of Cluster Managers. He clarified that Cluster Managers do not perform duties of FPOs but rather oversee the collection of bodies, document the process, do spot checks within response times and so forth. Mr Tsimane confirmed that Mr Van Der Merwe partly reports to him and assists in forensic services with infrastructure challenges in the facilities.
52. Under cross examination Mr Tsimane responded that what would qualify the Applicants is whether they are directly involved in theatre, evisceration and dissection according to the policy or resolution. These would be FPO functions.
53. Mr Tsimane confirmed that he signed a recommendation for Lab Technicians to receive the disputed danger allowance. He read the motivation thereof onto the record. He agreed that Lab Technicians are exposed to dangers and diseases even though they are not FPOs. It was also confirmed that the recommendation was approved by the CEO. A concession was made that Mr Louw goes in to check compliance and that fridges are at the correct temperature to hold bodies and that human tissues and medical waste are handled properly. He surmised that, "My comment is what he is exposed to as I am also exposed to these but it is not the same exposure with Forensic Pathology Officers. So it differs in terms of frequency of the exposure." When confronted with the resolution, Mr Tsimane conceded that the word frequency does not appear in the resolution. He also conceded that the word qualifying in clause 4.1 needs to be clarified.
54. Mr Tsimane made further concessions that:

- Mr Van Der Merwe is exposed to danger when he performs maintenance duties.
- He knows about the repatriation of bodies from Nigeria.
- He does not doubt Mr Louw's submission that he loads bodies.
- He knows Mr Van Der Merwe has dissected bodies during the strike.
- He knows that both Mr Louw and Mr Van der Merwe have attended scenes.
- He agreed that overseeing means being physically there in person at the scene thus being exposed to danger.
- The Applicants have offices and work in the premises of the facilities despite the proximity.
- He also conceded that the functions of FPOs and Cluster Managers may at times overlap.

55. He was however not sure about:

- Mr Louw loading bodies as he is a Manager.
- He is not sure about the other times that Mr Van Der Merwe has dissected bodies.
- He does not know if they assist in the loading of bodies but then that would depend on frequency.
- He does not remember talking to the Applicants about loading of bodies.
- He does not know about the Applicants doing videography and attending court cases about the evidence they collected at scenes.
- He cannot say that he has witnessed the loading of bodies onto trays by the Applicants.

56. Mr Tsimane responded that he cannot comment on the submission made by Mr Van Der Merwe that Facility Managers do, in fact, receive the danger allowance as well as the special allowance as stated in clause 4.1 and 4.2 of the resolution.

57. Under re-examination, Mr Tsimane made further concessions that:

- ❖ He has not seen anything that talks to exposure in the resolution
- ❖ The Applicants do attend to high profile accident scenes. However, he qualified the concession by stating that this can be seen as going the extra mile and that would qualify them for an incentive and can be claimed as overtime.

58. In conclusion, Mr Tsimane could not comment when asked by the Commissioner on what his position is on the question of whether the Applicants qualify for the danger and special allowance or not. This was vital as he is their direct line Superior and is in a prime position to motivate for them. Instead he referred to it as a difficult question and left it unanswered.
59. Closing arguments were presented in writing by the Respondent. The Applicant party failed to submit its papers.

ANALYSIS OF EVIDENCE AND ARGUMENT

60. I have taken the full body of evidence before me into account as per the elucidation held in **IBM South Africa (Pty) Ltd v CCMA & Others [ZALACJHB] 15 (handed down on 19 April 2016)** but shall only refer to salient submissions crucial for my findings and determination of the dispute.
61. As a legal document, Resolution 4 of 2017 does not have definitions. This is an oversight that has opened this can of worms. More importantly, there is nothing that specifically excludes the Applicants from these benefits. Clause 4.1 and 4.2 extend the benefit beyond just FPOs to "other employees" and this is where the Applicants fit into the description.
62. Another factor that benefits the Applicants' case is that they are also exposed to same dangers and diseases. As part of the four Applicants in the matter, both Messrs Louw and Mr Van Der Merwe's graphic testimony of what they are exposed to and what they touch was not disputed.
63. Terms such as "danger allowance is for performing FPO duties only", "frequency of exposure", "extent of exposure", "FPO projects" or "ad-hoc performance of FPO duties", "directly involved in theatre, evisceration and dissection" and "proximity of Cluster Manager's office to mortuary" do not appear in neither clauses nor anywhere in the resolution. There is therefore no reason to fight tooth and nail to exclude employees that are exposed to dangers from a danger allowance created to cater to the same dangers.
64. I find it mysterious that the Gauteng Department of Health would rather go on lengthy semantic battles instead of providing benefits for these deserving workers as it is also already implemented in the other provinces. This is a sign of poor and disjointed governance in our country. These provincial departments are clearly not talking to each other, operate in silos and fail to speak with one coherent voice.

65. Sufficient evidence was adduced to prove that from time to time, these Applicants do perform some of these FPO services. They are thus fully deserving of the danger allowance. Mr Mabula's steadfast argument that the allowance is only for employees performing services of an FPO could not be sustained as he failed to point out a specific clause that stated this position. This illuminated the glaring fact that what he was testifying to and arguing about is not what is stated in the resolution. He further argued that clause 4.3 and 4.4 do not have any bearing on the allowances stated in 4.1 and 4.2. I found this submission to be incomprehensible and illogical.
66. I find it bizarre that Mr Mabula has never enquired whether the Applicants perform FPO services or not. This was illogical as he had clearly outlined the three categories they discovered when they were doing costing research for their Principals during negotiations. It is absurd as he would have discovered that all these Applicants do, in fact, sometimes perform these FPO tasks and therefore fall into one of the categories. This would have cleared the confusion and averted getting the dispute this far.
67. Moreover, if one was to adopt Mr Mabula's interpretation, the allowance would be called Forensic Pathology Officers allowance. The words "other employees" would also have to be erased from clauses 4.1 and 4.2. His submissions emphasized the function of Forensic Pathology Officer services over and above the danger faced by FPOs as well as other employees who are exposed to danger within the forensic pathology service. Minutes of the Council meeting/s would have assisted to clear the mystery on this disjuncture between the concepts of "working in a dangerous area" and "performing/ operating in forensic pathology service functions".
68. It is common cause that Mr Mabula is best placed to testify on the origins of the danger allowance and the collective thinking of the negotiating parties at Council level. However, under cross examination, Mr Mabula could not provide the reason for the adoption of the danger allowance. I found this to be ridiculous for someone that sat in those key meetings and is at his level because this is first and foremost the *raison d'être* of this allowance.
69. Mr Mabula argued fervently that the entire focus of the allowance was on Forensic pathology Officers being granted an allowance for their services. Under such circumstances, it would have been anomalous for the allowance to be termed or named as "danger allowance" instead of an "FPO allowance". If Mr Mabula's assertion is correct, then the term "danger allowance" would have been a misnomer that created a genesis of this dispute. However, sufficient evidence was led to refute his claim and to prove that his

summation is misleading as this allowance was extended to other employees beyond FPOs due to the dangers in their work within forensic pathology services. The Lab Technicians example is a good case in point in this regard. On this basis, his submissions are inconsistent with the meaning of what it means to be compensated for working in an area where one is exposed to some form of danger/s.

70. The reason for the introduction of the danger allowance was properly applied when recommendations were made by Mr Tsimane and other seniors for the CEO to approve payment of the danger allowance to Lab Technicians. For ease of reference, the second paragraph of the background to the motivation for Lab Technicians to receive the danger allowance reads as follows:

"Their daily work involves hazardous chemical that are harmful to their health. PHSDSBC resolution 4 of 2017 page 2 Section 4 (4.1) approves the payment of standard danger allowance to Forensic Pathology Officers and other employees who operate in the Forensic Pathology Services. Should the motivation be approved Lab Technicians will be paid standard danger allowance an amount of R499, 00 in compliance to PCM 27 of 2022. See attached Motivation from the Cluster Manager, PCM 27 of 2022 and PHSDSBC resolution 4 of 2017".

71. The above motivation by Mr Tsimane and others makes it clear that the danger allowance for Lab Technicians was approved by the CEO because their work exposes them to hazards that are harmful to their health. The CEO previously agreed with Mr Van Der Merwe that they are also exposed to hazards and deserve the danger allowance. The same motivation and approval must therefore be applied to the Applicants and they must be granted their danger allowance.
72. It was also not disputed that the Applicants used to receive the danger allowance when they were still working under SAPS. As a successor employer, respondent has no sensible reason to deny payment of these allowances. I find it incongruous that the Respondent's witness who was involved in the negotiations could not even recall the reason/s why this danger allowance was introduced.
73. In black and white, the CEO of Forensic Medical Service agreed with Mr Van Der Merwe's motivation that the Applicants qualify for these allowances. This should have been the end of the matter. It also points to the reality that this entire dispute was an unnecessary waste of government resources. The Applicants must be paid their danger allowances and the once-off payment as they are indeed exposed to dangers in working with dead bodies from scenes and inside the mortuary.

74. I find it preposterous that the Department provides counselling and debriefing to the Applicants for their trauma experienced in their work as well as PPE in the form of jumpsuits, boots and so forth to the Applicants but claims that they are purely in administrative functions.
75. I found Mr Tsimane's reluctance to respond frankly on whether his subordinates qualify for the allowances or not to be telling on the implicit fear to be open on his take. I concluded that he may not be at liberty to declare that the Respondent has manifestly adopted the fallacious and indefensible interpretation of the Resolution. In my view, there is no doubt that the Applicants do fall within the description of "other employees who operate in forensic pathology service" in Clause 4.1 and 4.2.
76. In the premise, I render the award as follows:

AWARD

77. The Respondent has interpreted and/ or applied Resolution 4 of 2017 in an incorrect manner. The Applicants are entitled to the payments stated in Clause 4.1 and 4.2 of this Resolution.
78. For this reason, the Respondent, Gauteng Department of Health, is directed to pay each Applicant the allowances outlined in Clause 4.1 and 4.2 of Resolution 4 of 2017. These allowances must be paid retrospectively from 01 April 2017 to date. The Applicants are Messrs Moeletsi Ramatsa, Izak Louw, Stephen Madibane and Andre Van Der Merwe. The total amount due to each of these listed individuals is R30 605, 00. These amounts must be paid to each Applicant by no later than 31 August 2022.
79. In case of non-payment, this amount shall begin to accrue interest from the 01 September 2022 in terms of Section 143 (2) of the Labour Relations Act 66 of 1995 as amended, read with the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975).

A handwritten signature in black ink, appearing to read 'Vusi Moyo', is written over a horizontal line. The signature is stylized with large, sweeping loops and a final flourish.

Vusi Moyo