

PSA addresses Forensic Pathology matters

A facilitation meeting was held on 27 March 2026 as communicated in the previous *Informus* after parties reached impasse in the last meeting.

Forensic pathology matters

Members are aware that three matters are on the agenda of the Council, namely amendment of Resolution 4/2017 (agreement on payment of special allowances and danger allowance), amendment of Resolution 2/2010 (OSD for therapeutic, diagnostic, and allied professional), and salary disparity: Forensic Pathology Managers were put under one item, Forensic pathology matters. Members were informed that labour has demanded the removal of the FPOs on the occupational-specific dispensation (OSD), which proved to disadvantage them, increment of dissection allowance to R5 000 seeing that the employer had failed to come with a sustainable model for professionalisation of FPOs within six months as per clause 4.5.2 of Resolution 4/2017, and addressing the salary disparity for Forensic Pathology Managers. Failure to ensure availability of the expert in numerous meetings and lack of urgency in dealing with these issues led to labour declaring a dispute and agreeing on the facilitation meeting. The matter was facilitated by Senior Commissioner Abdool Osman, one of the PHSDSCB panelists.

Although the Agenda included all three matters under the Forensic pathology matters, the employer objected to the facilitation of all three matters owing to their differences hence the facilitation focused on amendment of PHSDSBC Resolution 4/2017.

Labour presented their case wherein they indicated that the employer's failure to negotiate and conclude the sustainable model for the FPOs as per clause 4.5.2, within six months, provides that the said clause has lapsed and is no longer valid. Additionally, clause 4.5.2 cannot be read in isolation as clause 4.5 is pending the fulfillment of clause 4.5.2. The view of labour remains that the introduction of a provisional special allowance of R594 at the time was to allow for the finalisation of the sustainable model, which owing to employer's failure, is no longer binding to the employees, hence it will be within their rights to stop dissecting as the employer has not fulfilled the requirements of the Agreement. Labour further maintained the call to increase said allowance to R5000.

The employer argued that when the Agreement was concluded, it focused on two allowances, namely standard danger allowance and special danger allowance which are also transversal matters. Furthermore, it was clarified that the dissection allowance paid to employees who are dissecting is R994.65. The employer also argued that the non-conclusion of a sustainable model cannot be attributed to employer's failure as the same was tabled at the very council, however parties could not agree. The employer also indicated their lack of appetite to negotiate on the demand for increment of a special allowance to R5000 as they believe that the matter of special danger allowance is regulated by the PSCBC Resolution.

Labour reminded the employer that the matter was arbitrated and even heard at Labour Court where the employer was directed to table the model, however the employer opted to table the same without prejudice. Thus, it must be recorded that the employer failed to table the sustainable model. Labour argued that provisional special allowance is not the same as special danger allowance as provided for in the PSCBC Resolution 1/2025, however the former is peculiar to the Department of Health and for the FPOs. If labour had intention to negotiate special danger allowance, they would have used the same terminology in the Agreement.

The Commissioner tried to establish whether it was discretionary for the FPOs to conduct the dissection, of which the employer was not clear, although labour answered on the positive noting that not all the FPOs are dissecting and receiving the said allowance. It remains the view of labour that the dissecting function is not compulsory and the FPOs who are no longer interested can opt out and the employer simply had to stop the payment of allowance.

Labour further presented that FPOs were added on the Annexure A of PSCBC Resolution 4/2015 for them to get danger allowance through a negotiation process. The failure to conclude the sustainable model has taken us back to 2017 where the FPOs are still disadvantaged. Subsequently, it became clear that the issue of interpretation and application arises as the employer does not agree that clause 4.5 is pending the finalisation of 4.5.2 despite clear usage of 'pending' on clause 4.5. The parties could still not find each other, and it was resolved that labour must advise the Council on or before Tuesday, 7 April 2026 whether there is a need for extension of facilitation to deal with the impasse, or to exercise the right to declare a dispute of application and interpretation.

Employees who want to join the PSA can visit the PSA's website or contact PSA Provincial Offices.

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