**REPUBLIC OF SOUTH AFRICA**

**THE LABOUR COURT OF SOUTH AFRICA ,JOHANNESBURG**

**JUDGMENT**

Reportable

Case number: J 920/2013

In the matter between:

**PIKITUP JOHANNESBURG (SOC) LTD** **Applicant**

**and**

**THE SOUTH AFRICAN MUNICIPAL WORKERS UNION** **First Respondent**

**EMPLOYEES WHO ARE MEMBERS OF SAMWU** **Second Respondent**

**Heard:** **5 and 10 May 2013**

**Delivered:** **15 May 2013**

**Summary:** **Strike—Unilateral change in terms and conditions of employment-Section 64(3)(e), 64(4) and 64(5) of the Labour Relations Act**

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**JUDGMENT**

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**PRINSLOO AJ**

Introduction:

[1] On 5 May 2013, this Court granted the Applicant an interim interdict prohibiting the Respondent union and its members employed by the Applicant from participating in unprotected strike action, which was to commence on 6 May 2013 and from interfering with and disrupting the business of the Applicant. At

that stage the matter was unopposed. The return day was 10 May 2013 when the matter came again before this Court. The matter is now opposed.

Brief history:

[2] Prior to the establishment of the Applicant, a number of employees were employed by the Greater Johannesburg Metropolitan (or other municipal entities) in the waste management department.

[3] In 2001, the City of Johannesburg established the Applicant to provide refuse related services to its ratepayers and the employees who were working in the refuse collection section were transferred to the Applicant. Employees so transferred were assured that their conditions of employment would not be altered in any way.

[4] It is not in dispute that employees were historically allowed to leave earlier on payday in order to allow them to cash their cheques. This was prior the establishment of the Applicant. The employees were also provided with free transport.

[5] On 26 April 2013, the Applicant's management informed the Respondent union that it would no longer provide transport to employees and that it would no longer allow employees to leave at 12h00 on the last Friday of the month. According to the Applicant, it has been engaged over time in discussions with the Respondent at the Local Labour Forum to discuss the withdrawal of the transport and half day off. A meeting to discuss the withdrawal of the transport and half day off was set for 28 March 2013 but the Respondent failed to attend. The Applicant consequently took a decision to withdraw the half day off as it became irrelevant because employees are now paid by way of EFT and no longer need to cash their salary cheques at a bank. The provision of transport had been withdrawn as the Applicant does not have a transport fleet that could provide transport to employees, but owns a fleet of waste collection vehicles not designed to convey persons. Transportation of employees on the waste collection vehicles may have safety and legal consequences.

[6] On 30 April 2013, the Respondents referred a dispute in respect of 'unilateral change to terms and conditions' to the Commission for Conciliation, Mediation and Arbitration ('CCMA'). It is evident from the referral document that it was

faxed to the Applicant only at 20h03 on 30 April 2013. The issues in dispute were defined as 'unilateral change of employment conditions concerning transport to and from work and half day on pay day'. In the referral form, the Respondents required the Applicant not to implement the proposed changes for a period of 30 days, alternatively to restore the terms and conditions of employment that applied before the change.

[7] On 3 May 2013, the Applicant wrote a letter to SAMWU confirming that two separate disputes had been referred to the CCMA, including the dispute about transport and half day work after pay day. The Applicant confirmed its commitment to engage and co-operate with SAMWU on all matters and requested that SAMWU confirm the 'rumoured illegal industrial action slated for Monday 6 May 2013'. It was specifically recorded that confirmation of 'rumoured' industrial action was sought from the SAMWU representative, who was unable and or unwilling to confirm the rumour. It was specifically recorded that the rumoured industrial action would be unlawful.

[8] Subsequent to the correspondence and at 16h43 on 3 May 2013, the Applicant received a strike notice, indicating that the strike action would embark on 6 May 2013 at 06h00. The strike would be based on two specified issues to wit transport and half day off on pay day.

[9] On 4 May 2013, the Applicant's attorney of record addressed a letter to SAMWU indicating *inter alia* that the strike notice was received at 16h43 and that the notice did not afford the Applicant 48 hours notice as required by section 64(5) of the Act. It was further stated that the issues in dispute related to transport and half days off are disputes relating to benefits and should be adjudicated in terms of section 186(2)(a) of the Act. The Applicant sought an undertaking from SAMWU that strike action would not commence on 6 May 2013, but in the absence of such an undertaking this Court was approached on an urgent basis on 5 May 2013.

<u>The urgent application</u>

[10] The Applicant approached the Court on an urgent basis and averred that the intended strike action, which was to commence on 6 May 2013, would be unprotected for a number of reasons. Firstly, the dispute had not been set

down for conciliation and no certificate of non-resolution had been issued. Secondly, the issues in dispute relating to transport to and from home and half day work on pay day are unfair labour practice disputes relating to benefits and should be referred for conciliation and arbitration. Those are not disputes the Respondents could strike about. Thirdly, the notice was given in terms of section 64(5) of the Act and therefore the Respondents were obliged to give the Applicant 48 hours notice. The notice was only received at 16h43 on Friday 3 May 2013, Saturday 4 May and Sunday 5 May 2013 are weekend days and the notice does not afford the Applicant with the requisite 48 hours notice to prepare itself and to consider its position.

[11] The Respondents are opposing the application and stated that free transport to and from work along specified routes and at specified pick up points is a term and condition of employment. Another term and condition of employment is that employees are permitted to leave at 12h00 on the last Friday of the week in which the workers were paid. These terms were not re-negotiated in 2001 when the Applicant was established and the employees transferred from the previous municipal entities and since 2001 the Applicant provided free transport and permitted them to leave at 12h00 on the last Friday of a month.

[12] The Respondents' case is that these longstanding practices of providing free transport and permitting employees to take a half day off on the last Friday constitute terms and conditions of employment and the Applicant is seeking to unilaterally change those terms and conditions of employment.

Common cause and disputed facts

[13] It is common cause that the half day off on the last Friday after payday and provision of transport were long standing practices. Whether those practices became and constitute terms and conditions of employment is seriously disputed.

[14] The Respondents' case is that those were part of terms and conditions that existed prior to the creation of the Applicant and when they were transferred, they were transferred to the Applicant on the same terms and conditions and it was never re-negotiated until April 2013 when the Applicant unilaterally stopped the existing practices.

[15] The Applicant on the other hand disputed that those are terms and conditions of employment vested by law or by policy and stated that those were no more than practices and never became terms and conditions of employment.

[16] The Applicant submitted that it does not own a transport fleet for the legal transportation of passengers, but owns a fleet of waste collection vehicles, designed for waste collection and not for the conveyance of employees.

[17] The applicable terms and conditions are set out in a collective agreement and no mention is made of the provision of transport as a term and condition of employment. It provides further for a 40 hour work week and no mention is made of half day off on the last Friday of a month. There was no evidence before this Court to show that the cancellation of half day off on the last Friday of the month would result in the employees working more than the 40 hours work week as per the collective agreement.

[18] The Applicant submitted that the issues in disputes are unfair labour practice disputes relating to an unfair labour practice in respect of benefits and it should be conciliated and arbitrated. The Respondents deny that there is a dispute about an unfair labour practice relating to benefits and stated that the changes will negatively affect their remuneration. In the opposing papers the Respondents did not explain how the fact that a half day off has been stopped will negatively affect their remuneration. The Applicant argued that the employees' remuneration would remain as it is and will therefore not be negatively affected.

[19] It is common cause that a dispute related to unilateral change in terms and conditions had been referred to the CCMA, that the dispute has not been conciliated and that no certificate of outcome was issued. It is disputed whether those are requirements for a protected strike. The Applicant's view is that the dispute had to be conciliated and a certificate of non-resolution had to be issued before the strike action could commence. The Respondents' view is that those are not requirements for a protected strike in relation to a unilateral change to terms and conditions of employment, the Respondents required the Applicant not to implement the changes and the strike is thus protected.

[20] It is not disputed that the strike notice was issued to the Applicant at 16h43 on Friday 3 May 2013. The Respondents' case is that no strike notice was required as the dispute relates to unilateral change in terms and conditions of employment and the Applicant has failed to comply with the Respondents' requirement not to implement the changes for a period of 30 days, alternatively to restore the terms and conditions of employment that applied before the change.

The arguments

[21] The Applicant argued that the issue in dispute pertains to transport and half day off and submitted that those are not terms and conditions of employment. The Applicant does not have a fleet of vehicles to provide free transport to employees and transporting employees on the waste management vehicles, not only has a cost implication but also poses a safety risk and potential legal consequences. The parties, in a collective agreement, agreed to terms and conditions of employment and no reference is made to free transport and half day off in the agreement. The hours of work are specified in the collective agreement and it is agreed that employees would work 40 hours a week.

[22] The half day off has a historic background and is nothing more than a practice, so is the provision of free transport. The Applicant has not changed any existing terms and conditions of employment, it merely changed a past practice. Nothing has changed in the way the employees are expected to do their work and nothing changed in respect of the terms and conditions of employment. The dispute is not a one that entitles the Respondents to embark on industrial action.

[23] Mr Nalane, for the Applicant, submitted that the Respondents have not made a demand requiring the Applicant not to implement the changes or if it has already done so, to restore pre-existing conditions for the duration of the conciliation period. As no such demand was made, the Respondents do not fall within the ambit of section 64(3)(e) of the Act. He further submitted that the provisions of section 64(3),(4) and (5) of the Act do not apply.

[24] The Respondents are opposing the application is because the dispute revolves around terms and conditions of employment and there is no need to

issue a strike notice. Section 64(5) allows the Respondents to strike even if the matter was not referred for conciliation and no certificate had been issued. Mr Brickhill for the Respondents submitted that the issues relating to free transport and half day off are terms and conditions of employment. The question is whether these issues are terms and conditions of employment or merely practices and this is a factual question. It is common cause that the practices had been in place for many years and the only relief the Respondents seek, is to restore those terms and conditions of employment.

[25] Section 64(4) of the Act creates a special short term remedy and is triggered only when an employer makes a unilateral change to terms and conditions of employment. Section 64(4) provides a limited purpose remedy for a limited period to allow employees to embark on immediate strike action.

The issue

[26] There are three issues to be decided in this application. The first is whether the strike notice issued on 3 May 2013 by the Respondent was valid and the second is whether, assuming the notice to be valid, whether the issues in dispute are terms and conditions of employment. Thirdly, whether the proposed strike is protected or unprotected.

Was the strike notice issued on 3 May 2013 valid

[27] The Applicant's case is that the strike notice was not valid for two main reasons. Firstly, the dispute had not been set down for conciliation and no certificate of non-resolution had been issued. Secondly, the notice was given in terms of section 64(5) of the Act and therefore the Respondents were obliged to give the Applicant 48 hours notice, which was not done.

[28] The Respondents' case is that no strike notice was required as the dispute relates to unilateral change in terms and conditions of employment and the Applicant has failed to comply with the Respondents' requirement not to implement the changes for a period of 30 days, alternatively to restore the terms and conditions of employment that applied before the change. The Respondents are entitled to embark on immediate strike action and they did so in terms of the provisions of section 64(5) of the Act.

[29] In *Swissport (SA) (Pty) Ltd v SA Transport and Allied Workers Union and Others*[1] this issue was considered and the Court held that:

> 'The requirements for protected strike action under the Labour Relations Act are well-known. Compared to the regime under the old Labour Relations Act 28 of 1956, the requirements are relatively simple. The trade union must refer the issue in dispute to the CCMA or relevant bargaining council; the CCMA must issue a certificate that the matter could not be resolved at conciliation, or a period of 30 days (or a longer period agreed between the parties) must elapse; and the trade union must then give the employer 48 hours' notice of the commencement of the strike, in writing.
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> But even these requirements do not apply to a strike if the employer has failed to comply with subsections (4) and (5) of s 64. These subsections provide as follows:
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> "(4) Any employee who or any trade union that referred the dispute about a unilateral change to terms and conditions of employment to a council or the Commission in terms of subsection (1)(a) may, in the referral, and for the period referred to in subsection (1)(a) -
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> (a) require the employer not to implement unilaterally the change to terms and conditions of employment; or
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> (b) if the employer has already implemented the change unilaterally, require the employer to restore the terms and conditions of employment D that applied before the change.
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> (5) The employer must comply with a requirement in terms of subsection (4) with in 48 hours of service of the referral on the employer."
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> As Clive Thompson points out:
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> "In order to qualify for this release from the statutory requirements, the would-be strikers or their union, at the time of referring the dispute about the unilateral alteration to the council or CCMA, must require the employer not to implement the change (or if it has already done so, to restore the pre-existing conditions) for the duration of the conciliation period. If the employer fails to comply with this requirement within 48

[1] (2011) 32 ILJ 1256 (LC) at paras 13-16.

> hours, a protected strike can commence without adherence to any further statutory procedures."
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> There was no need for SATAWU to give 48 hours' notice of the intended strike action - even though it did do so, ex abundante cautela - and, contrary to the averments of the applicant's Mr Moodley in his founding affidavit, the proposed strike action was neither 'illegal' (as he termed it) or unprotected."

[30] It is evident from the referral form that the Respondents indeed made a demand requiring the Applicant not to implement the proposed changes for 30 days or if it has already done so, to restore pre-existing conditions. I am of the view that the Respondent did not have to give 48 hours' notice of the intended strike action and for this reason the strike notice is not invalid.

[31] The issue therefore is not the validity of the strike notice, but whether the nature of the dispute is such that section 64 applies.

Are the issues in dispute terms and conditions of employment

[32] In *Cape Clothing Association v SA Clothing and Textile Workers Union and Another,*[2] the Court held that:

> 'In *Ceramic Industries Ltd t/a Betta Sanitary Ware v National Construction Building and Allied Workers Union* (2)(1997) 18 ILJ 671 (LAC), Froneman JA dealt with the characterization of a dispute for the purposes of strike action. In that case, a union had referred a dispute to the CCMA concerning the harassment of its officials and members by certain members of management. Rejecting a characterization by this court that the subject-matter of the dispute included a demand for the dismissal of the latter, Froneman JA said at 677J-678A:
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> > "Even it was open to approach the matter on the basis of a characterization of the issue as one involving a specific demand, there are compelling reasons why it would not in any event not affect the eventual outcome of the present case. The union's initial complaint was the alleged harassment of union officials and employees. For the reasons already stated that was a justiciable rights dispute with a specific remedy to be pursued at the Labour Court. The union could not convert the nature of that underlying dispute into a non-justiciable one simply by adding a demand for a remedy falling outside those

[2] (2012) 33 ILJ 1643 (LC) at paras 9-10.

> provided by the Act. The tail cannot wag the dog. If such an approach is allowed, an underlying rights dispute normally justiciable or arbitrable in terms of the Act could be transformed into a strikeable issue simply by adding a demand for a remedy not provided for in the Act. That would not be acceptable."
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> This has been interpreted by the Labour Appeal Court to mean that it is this court's duty to ascertain the true or real issue in dispute (see *Coin Security Group (Pty) Ltd v Adams and Others* (2000) 21 ILJ 924 (LAC) at 930B). In doing so, the court is obliged to look at the substance of a dispute, and not the form in which it is presented. Nor is the characterization of a dispute by any of the parties decisive.'

[33] It is this Court's duty to ascertain the real issue in dispute, irrespective of how it was characterised by the Respondents.

[34] The Applicant's case is that the issues in dispute are unfair labour practice disputes relating to an unfair labour practice in respect of benefits and it should be conciliated and arbitrated. It is denied that that half day off and free transport are terms and conditions of employment. The Applicant's case is that those are merely practices and the practices had been stopped and there was no change to terms and conditions of employment.

[35] The Respondents on the other hand submitted that the practices were longstanding and constitute terms and conditions of employment. There was a unilateral change and hence the Respondents are entitled to strike when the Applicant failed to comply with their demand not to implement the changes for a period of 30 days, alternatively to restore the terms and conditions of employment that applied before the change.

[36] Is this a unilateral change to terms and conditions of service? If so, SAMWU is entitled to call its members out on a protected strike. If not, their intended strike is unprotected and stands to be interdicted, as the limitation provisions of section 65(1) (c) will apply.

[37] The Applicant disputes that the issues relating to transport and half day off are terms and conditions of employment and submitted that those are merely practices. In its founding affidavit, the Applicant averred that a half day off on the last Friday of the month and the provision of free transport were issues

related to benefits and therefore an unfair labour practice route has to be followed as contemplated in section 186(2)(a) of the Act. In its replying affidavit, the Applicant contended that it was in fact not even a benefit, but merely a gesture or practice that had been observed over time. It is accepted by the Respondents that those are indeed long standing practices, but that is why it became part of terms and conditions of employment, so goes the Respondents' case.

[38] John Grogan, writing in *Collective Labour Law* (Juta 2007) notes that the precise limits of s 64(1)*(a)* have not yet been determined, but expresses the view that it must concern the terms under which employees work, or their benefits, rather than a mere 'working practice' (at 145). He continues:

> 'The difference between "terms and conditions of employment' and working practices is generally determined by whether the employees are able to demonstrate that the changes affect their contractual rights, whether emanating from their individual contracts of employment or from a collective agreement.'

[39] Determining whether a particular aspect of an employment relationship constitutes a condition of service or a work practice requires an examination of:

39.1 the employees' contracts of employment;

39.2 any other document regulating the relationship such as collective agreements;

39.3 any additional terms that can be implied from the parties' conduct or from custom and practice in the workplace.

[40] In summary before this Court are the following undisputed facts:

40.1 There are long standing practices permitting workers to take a half day off on the last Friday of the month and the provision of free transport;

40.2 These practices are in place before the establishment of the Applicant in 2001 and persisted until April 2013, when the Applicant decided to stop the half day off and the provision of free transport;

40.3 The employees' letters of appointment made no mention of a half day off on the last Friday of the month and the provision of free transport;

40.4 There is no allegation that the employees' contracts of employment provided for a half day off on the last Friday of the month and free transport, nor is such a contract appended to the papers before Court;

40.5 There is a collective agreement in place between the Applicant and the two representative unions, SAMWU and IMATU, and the agreement specifically sets out the conditions of service;

40.6 The collective agreement stipulates hours of work (40 hours per week) and makes no provision for free transport to be provided by the Applicant;

40.7 There was no evidence before this Court to show that the cancellation of half day off on the last Friday of the month would result in the employees working more than the 40 hours work week as per the collective agreement;

40.8 The Applicant averred that the essential terms and conditions and functions of the employees are not affected by the discontinuation of the practice as they are still required to fulfil the same functions as before and the terms and conditions of employment as set out in the collective agreement, remained unchanged. Apart from stating that their half day off on the last Friday of the month and free transport had been stopped, the Respondents did not refer to specific terms and conditions as provided for in a contract of employment or collective agreement or applicable legislation that had been changed;

40.9 The Respondents averred that the changes to half day off on the last Friday of the month and free transport will negatively affect their remuneration and remuneration always forms part of terms and conditions of employment. The Respondents provided no detail of how their remuneration will be negatively affected.

[41] There is no evidence to show that the Respondent employees would be paid less or that the essential terms and conditions and functions of the employees will be affected by the discontinuation of half day off on the last Friday of the

month and free transport, as they are still required to fulfil the same functions as before and the terms and conditions of employment as set out in the collective agreement, remained unchanged.

[42] I am not convinced that the longstanding practice of half day off on the last Friday of the month and free transport became a term and condition of employment. It is not provided for in a contract of employment or in the collective agreement regulating terms and conditions of employment between the Applicant and its employees. Although the half day off on the last Friday of the month and free transport had been longstanding practices, I am not convinced that it is anything more than a longstanding practice.

[43] Counsel for both parties referred the Court to authorities they were of the view would support their respective arguments. I have considered the authorities I was referred to and it is not necessary to deal in much detail with the authorities. The following remarks, however, are to be made. In *Staff Association for the Motor and Related Industries (SAMRI) v Toyota of SA Motors (Pty) Ltd,*[3] the Court dealt with a matter where there was a motor vehicle benefit policy in existence and the employer sought to unilaterally amend the terms of the policy. The employees who benefited from the terms of the motor vehicle benefit policy, would have been prejudiced in that they would have to downgrade the models they were able to use under the previous scheme. The employer was ordered to not to implement the proposed changes as the matter was referred to the CCMA for conciliation and as provided for in section 64(4) of the Act. This case is to be distinguished from the matter *in casu* – there is no policy on the provision of transport and from the papers before Court it appears that transport was provided along specified roads and pick up points with vehicles designed for municipal waste collection and there was not a fleet for transportation of employees ever made available.

[44] In *SAMWU v Matjibeng Local Municipality,*[4] the Court dealt with a matter where the employer and trade union agreed upon an expansion of routes and the introduction of new pick up points after the union requested an improvement of the existing transport arrangements. There was a joint exercise between the union and employer in which agreement was reached on

[3] (1997) 18 ILJ 374 (LC).
[4] (2011) 3 BLLR 299 (LC).

the extended routes and new pick up points were introduced. An agreement was subsequently signed, setting out the transport arrangements. The employer subsequently withdrew the transport benefit. The Court held that when the parties entered into an agreement setting out the transport arrangements, it brought a contractual term into existence and the employer was ordered to resume providing transport for employees. This case is also to be distinguished from the current application. There is no evidence that the Applicant and Respondent entered into any formal agreement, setting out transport arrangements, and that a contractual entitlement to free transport came into existence.

Is the proposed strike unprotected because the substantive limitations on the right to strike established by section 65 of the Act apply

[45] In *Cape Clothing Association v SA Clothing and Textile Workers Union and Another,*[5] the Court held that:

> 'To invoke the remedy established by s 64, it is necessary to establish both an existing term and condition of employment and the fact of a variation of that term and condition by the employer, in circumstances where the employee has not consented to the variation.'

[46] I already found that half day off on the last Friday of the month and free transport, do not constitute terms and conditions of employment. It follows that the discontinuation thereof does not amount to a unilateral change to terms and conditions of employment.

[47] In *Maritime Industries Trade Union of SA and Others v Transnet Ltd and Others,*[6] the Labour Appeal Court held that:

> 'It is clear that s 64(4) relates to a dispute about a unilateral change to terms and conditions of employment. It is also clear that it affirms that such a dispute can be the subject of a referral in terms of s 64(1) which is a referral of a dispute that can be the subject of a strike. Accordingly, it can be accepted that a strike is competent in respect of a dispute about a unilateral change to terms and conditions of employment. However, if a dispute about a unilateral change of conditions of employment can properly fall within the provisions of item

[5] Above n 2 at para 12.
[6] (2002) 23 ILJ 2213 (LAC) at paras 106-108.

> 2(1)(b) of schedule 7, it will nevertheless be arbitrable. 'Strikeable' and arbitrable disputes do not necessarily divide into watertight compartments. Although in relation to dispute resolution the Act contemplates the separation of disputes into those that are resolved through arbitration, those that are resolved through adjudication and those that are resolved through power-play, there are disputes in respect of which the Act provides a choice between power-play, on the one hand, and, arbitration, on the other, as a means for their resolution. This is the case, for example, with disputes about organizational rights…
>
> A dispute about a unilateral change to terms and conditions of employment, which, as already stated above, is a dispute in respect of which a strike is competent, may, arguably also be said to fall within the ambit of an unfair labour practice as defined in item 2(1)(b), especially in relation to training, demotion and the provision of benefits to an employee. A dispute falling under item 2(1)(b) is, of course, subject to arbitration in terms of item 3(4)(b).
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> It is therefore clear from the above that the fact that a strike is competent in respect of a dispute does not mean necessarily that it is not arbitrable in terms of the Act. What needs to be done in each case is to examine the provisions of the Act to determine whether such a dispute is, indeed, not arbitrable. Where the court a quo seems to have gone wrong, in my view, is that it adopted the attitude that, because the Act has provisions which made a strike competent in respect of a dispute about a unilateral change of conditions of employment, such a dispute could not be arbitrable. That, as I have shown above, does not follow under the Act.'

[48] In *SA Airways (Pty) Ltd v SA Transport and Allied Workers Union,*[7] it was found that:

> 'In the absence of any evidence of any change that affects any of the union's members' terms and conditions of employment, s 64(4) has no application in the present instance. It follows that the procedural limitations of any right to strike that may be acquired consequent on the referral of this matter to conciliation on 5 October 2009 (and I make no finding as to whether such a right does accrue) continue to apply.'

[49] I am of the view that the same applies in this matter and that section 64(4) has no application in the present instance. It follows that the procedural limitations

[7] (2010) 31 ILJ 1219 at para 32.

of any right to strike that may be acquired consequent on the referral of this matter to conciliation on 30 April 2013 continue to apply.

[50] I am also inclined to the view that there should be no order as to costs, having regard to the on-going collective bargaining relationship between the parties, and the prospect of prejudice to that relationship and the successful resolution of outstanding issues should an order for costs be made.

Order

[51] In the premises, I make the following order:

1. The rule nisi issued on 5 May 2013 is confirmed;
2. No order as to costs.

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Prinsloo, AJ

Acting Judge of the Labour Court

APPEARANCES:

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|---|---|
| For the Applicant: | Advocate Nalane |
| Instructed by: | Tshiqi Zebediela Attorneys |
| For the Respondents: | Advocate Brickhill |
| Instructed by: | Cheadle Thomson and Haysom Attorneys |