



REPUBLIC OF SOUTH AFRICA

Reportable
Of interest to other judges

THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG
JUDGMENT

Case no: JS 758/10

In the matter between:

NUMSA obo its members

Applicant

and

STEINMULLER AFRICA (PTY) LTD

First Respondent

INTERVALVE (PTY) LTD

Second Respondent

BHR PIPING SYSTEMS (PTY) LTD

Third Respondent

STRATEGIG HUMAN RESOURCES

Fourth Respondent

TQA TRADING ENTERPRISES (PTY)

Fifth Respondent

LTD

Heard: 3 February 2012

Delivered: 16 February 2012

Summary: Joinder – rule 22 – joinder of parties to dispute where those parties were not part of conciliation.

JUDGMENT

STEENKAMP J

Introduction

- 1] The applicant employees are members of the National Union of Metalworkers of South Africa (NUMSA). They were dismissed after they had taken part in strike action. They referred an unfair dismissal claim against the first respondent, Steinmuller Africa (Pty) Ltd (“Steinmuller”). Subsequently, it became apparent that some of the more than 200 former employees who had been dismissed, were in fact employed by other entities, albeit on the same premises. Those entities did not participate – at least not as parties directly cited – in conciliation proceedings. Can they be joined to the dispute before this court in circumstances where the dispute with Steinmuller had been conciliated, but the dispute (arising from the same dismissal) in respect of the other entities sought to be joined had been referred late and the bargaining council refused condonation?
- 2] The crisp question in this application is thus whether the following entities should be joined to the pending unfair dismissal proceedings against Steinmuller in this court:
 - 2.1 Intervale (Pty) Ltd (“Intervale”) as the second respondent;
 - 2.2 BHR Piping Systems (Pty) Ltd (“BHR”) as the third respondent;
 - 2.3 Strategic Human Resources (“Strategic HR”) as the fourth respondent; and
 - 2.4 TQA Trading Enterprises (Pty) Ltd (“TQA”) as the fifth respondent.
- 3] Intervale and BHR, like Steinmuller, are engineering companies with their premises at the same location in Pretoria West. Strategic HR and TQA are temporary employment services as defined in section 198 of the Labour

Relations Act.¹

- 4] Intervale and BHR oppose the joinder application. Although they are represented by the same attorneys as Steinmuller, Mr *Fourie* made it clear from the bar that he is only instructed to represent Intervale and BHR in this joinder application. The application is not opposed by the other respondents.

Background facts

- 5] More than 200 employees were dismissed after strike action at the shared premises of Steinmuller, Intervale and BHR. The strike was handled, from the employer side, by the shared HR services of the three companies.
- 6] NUMSA, on behalf of its dismissed members, referred an unfair dismissal dispute to the Bargaining Council, citing Steinmuller as the employer party. Conciliation failed and the union referred the matter to the Labour Court for adjudication.
- 7] At conciliation, Steinmuller - represented by the shared HR services of Steinmuller, Intervale and BHR – raised the point that it was not the employer of some of the dismissed employees.
- 8] Steinmuller's attorneys – who also represent Intervale and BHR in this application – furnished the union's attorneys with documentary records drawn from the shared HR services and with lists, which they amended from time to time, identifying the correct employer of each of the individual applicants.
- 9] The union and its attorneys undertook the process of verification of the records and lists provided by Steinmuller's attorneys. This process involved contacting each of the more than 200 dismissed employees, many of whom returned to their home states in rural areas after their dismissal; and consultations with NUMSA officials in attempts to verify the information regarding its members' employers.

¹ Act 66 of 1995 ("the LRA").

- 10] At the end of the verification process, NUMSA and its attorneys generated a new list of employees with their respective employers.² BHR and Intervale deny that the list is correct in all respects.
- 11] NUMSA referred a fresh dispute to the Bargaining Council vis-à-vis BHR and Intervale as employers. The referral was late and they sought condonation, which was refused. NUMSA did not review that ruling of the Bargaining Council.
- 12] Mr *Brickhill*, for the applicants, argues that the second referral was not necessary as “the dispute” had already been conciliated; and the shared HR services of Steinmuller, BHR and Intervale were present at conciliation. That argument will be considered more extensively later on.
- 13] Nevertheless, having reached the end of that road, NUMSA then sought to join BHR and Intervale in these proceedings by way of a joinder application in terms of Rule 22 of the Labour Court rules (“the rules”).
- 14] The basis for the application is that BHR and Intervale have a substantial interest in the dispute. In this regard, the following facts are not in dispute:
- 14.1 BHR, Intervale and Steinmuller form part of the same group of companies and have certain directors and shareholders in common.³
- 14.2 BHR and Intervale employed some of the individual applicants at the time of their dismissal.
- 14.3 BHR, Intervale and Steinmuller are all concerned with the manufacturing of different components later assembled to form a power generating plant. They do so in terms of a contract (to which they are apparently all parties). BHR, Intervale and Steinmuller therefore operate from the same premises.
- 14.4 BHR, Intervale and Steinmuller have a number of “shared services”,

2 The list was annexed as an annexure (“RD3”) to the founding affidavit in this application.

3 All three companies are subsidiaries of Bilfinger Berger Power Holdings (Pty) Ltd. That entity has the majority shareholding in each of the three companies; in the case of Steinmuller and BHR, a shareholding of 74.9%.

which include:

14.4.1 Payroll administration;

14.4.2 Purchasing of materials;

14.4.3 Quality control;

14.4.4 Heat treatment; and, significantly,

14.4.5 HR services.

14.5 The dismissal of the individual applicants was on the basis of a strike action at the shared premises of Steinmuller, Intervolve and BHR. The strike was handled, from the employer side, by the shared HR services of the three companies.

14.6 The shared HR Services of the three companies communicated with employees using a document bearing a letterhead including the names of Steinmuller, BHR and Intervolve and signed by a single member of management, Mr J Abert, under the designation "General Manager".

14.7 An addendum to the standard contract of employment reflects the names of both Steinmuller and Intervolve. In that addendum, the employee accepts that "the Steinmuller group of companies" bargains at national level at the Metal and Engineering Industries Bargaining Council.

15] BHR and Intervolve did not answer the following averments, which accordingly stand to be accepted:

15.1 Certain employees among the individual applicants were "transferred" from one of the three companies (Steinmuller, Intervolve or BHR) to another at different times. These transfers did not involve the termination of one employment contract and the conclusion of a fresh contract, nor the cession and assignment of contractual

obligations.⁴

15.2 NUMSA has provided several examples of individual applicants who were subjected to such transfers, which have not been denied or answered by BHR and Intervale.

15.3 The shared HR Services of Steinmuller, Intervale and BHR maintain a single system of records in respect of their employees working at their shared premises.

15.4 There are superintendents who perform management functions across all the bays of the premises shared by Steinmuller, Intervale and BHR, without distinction as to employees of the different entities.

15.5 Some employees of Steinmuller, Intervale and BHR, including some of the individual applicants, have been required to sign an addendum to their employment contracts reflecting the names of all these entities, regardless of the identity of the employer.

15.6 Steinmuller, Intervale and BHR acted with a single voice and face throughout the events that culminated in the dismissal of the individual applications, in particular in effecting their dismissals.

15.7 The shared HR Services prepared and issued identical letters of dismissal to all employees, regardless of employer. The letter, addressed to “all employees participating in the unprotected strike action at the Pretoria workshop”, bears the logos of Steinmuller Africa and Intervale and is signed by the “Managing Director”, S von Neuberg.⁵ Von Neuberg is the CEO of Bilfinger Berger Power Holdings (Pty) Ltd. In a code of conduct applicable to the Steinmuller Group, he refers to the “Steinmuller Group of Companies (including Bilfinger Berger Power Holdings, BHR Piping Systems, Intervale and Kog)”.

4 For example, the payslips of a number of employees indicated that they were paid by either Steinmuller or Intervale within months of each payment.

5 A somewhat ironic pay-off line appears at the bottom of the letter, stating: “One Team – One Target”.

15.8 No distinction was drawn between the three entities prior to the referral to the dismissal claim. For example, a “management brief” dated 11 March 2010 and addressed to “all employees at the Pretoria workshop” regarding the planned strike appears on the letterhead of Steinmuller, BHR and Intervale. It is signed by the “General Manager”, J Abert.

15.9 Those employees who were re-employed were re-employed without distinction as to their employer.

15.10 BHR and Intervale have not denied the following averments supporting the contention that they will suffer no prejudice if joined:

15.10.1 Because they have shared HR Services, BHR and Intervale in reality already have full knowledge of the proceedings to date;

15.10.2 BHR and Intervale have full and ready access to the shared records in respect of the individual applicants as employees.

15.11 In light of their shared HR Services, Intervale and BHR have effectively been represented throughout the events leading to the dismissals.

15.12 The complaint that the individual applicants were not all employed by Steinmuller was raised for the first time by the shared HR Services at conciliation.

15.13 The attorneys for Steinmuller (who also act for Intervale and BHR) furnished the applicant’s attorneys with documentary records drawn from the shared HR services and with lists, which they amended on more than one occasion, purporting to identify the correct employer of each of the individual applicants.

Joinder: Rule 22 and the jurisprudence of this court

16] Rule 22 of the Labour Court Rules governs joinder.⁶ In terms of Rule 22(2) (a), a party may apply on notice to every other party for an order joining any person as a party in the proceedings if the party to be joined has a *substantial interest in the subject matter of the proceedings*.

17] BHR and Intervale resist their joinder on three main grounds:

17.1 First, on the basis that they do not have a substantial interest in the subject matter of the proceedings;

6 Rule 22 provides:

“22 Joinder of parties, intervention as applicant or respondent, amendment of citation and substitution of parties

- 1) The court may join any number of persons, whether jointly, jointly and severally, separately, or in the alternative, as parties in proceedings, if the right to relief depends on the determination of substantially the same question of law of facts.
- 2) (a) The court may, of its own motion or on application and on notice to every other party, make an order joining any person as a party in the proceedings if the party to be joined has a substantial interest in the subject matter of proceedings.

(b) When making an order in terms of paragraph (a), the court may give such directions as to the further procedure in the proceedings as it deems fit, and may make an order as to costs.
- 3) Any person entitled to join as a party in any proceedings may, on notice to all parties, at any stage of the proceedings, apply for leave to intervene as a party and the court may make an order, including any order as to costs, or give such directions as to the further procedure in the proceedings as it deems fit.
- 4) If a party to any proceedings has been incorrectly or defectively cited, the court may, on application and on notice to the party concerned, correct the error or defect and may make an order as to costs.
- 5) If in any proceedings it becomes necessary to substitute a person for an existing party, any party to such proceedings may, on application and on notice to every other party, apply to the court for an order substituting that party for an existing party and the court may make such order, including an order as to costs, or give such directions as to further procedure in the proceedings as it deems fit.
- 6) An application to join any person as a party to the proceedings or to be substituted for an existing party must be accompanied by copies of all documents previously delivered, unless the person concerned or that person's representative is already in possession of those documents.
- 7) No joinder or substitution in terms of this rule will affect any prior steps taken in the proceedings.”

17.2 Secondly, on the procedural ground that it is not competent to join them to the proceedings in the Labour Court at this stage, after conciliation and referral of the dispute; and

17.3 Thirdly, on the basis that a range of pending or completed interlocutory, ancillary or otherwise related legal proceedings constitute a barrier to the joinder of BHR an Intervolve.

In oral argument, Mr *Fourie* relied mainly on the second ground. I will nevertheless deal with the first ground briefly. The third one was not pressed in oral argument.

The substantive requirement: a sufficient interest:

18] It is necessary for the applicant to demonstrate that each of the entities sought to be joined has a substantial interest in the subject matter of the underlying proceedings.

19] The substantive requirements for joinder and the nature of the interest required have been developed by the High Court:

19.1 The test for joinder requires a legal interest in the proceedings, and not merely a financial interest.⁷

19.2 A party has a right to ask that someone be joined as a party “if such a person has a joined propriety interest with one or either of the existing parties to the proceedings or has a direct and substantial interest in the Court’s order.”⁸

19.3 The court will exercise its discretion to order joinder to ensure that all persons interested in the subject-matter of the dispute and whose rights may be affected by the judgment of the Court are before it to avoid a multiplicity of actions and to avoid a waste of costs.⁹

⁷ *Hartland Implemente (Edms) Bpk v Enal Eiendomme BK en andere* 2002 (3) SA 653 (NC) 663E-H.

⁸ *Harding v Basson and Others* 1995 (4) SA 499 (CPD) at 501C.

⁹ *Harding (supra)* at 501J.

20] In the present matter, BHR and Intervale contend – without substantiation – that “the fact that a proposed respondent was the employer of a dismissed employee is emphatically not a basis justifying its joinder in these proceedings”.

21] I must agree with Mr *Brickhill*, though, that the fact that an entity was the employer of a dismissed employee in proceedings in which that dismissal is challenged quite obviously constitutes a sufficient legal interest in the proceedings.

22] The fact that BHR and Intervale employed some of the dismissed employees and that they had a hand – through the shared HR Services – in their dismissal must be a sufficient basis to justify their joinder.

23] The union has gone further, however, to:

23.1 explain how it came to pass that BHR and Intervale were not initially joined, and in particular how the conduct of Steinmuller, Intervale and BHR contributed to the lack of clarity as to the identity of each individual applicant’s true employer; and to

23.2 demonstrate that the underlying unfair dismissal claim constitutes a single dispute in which Steinmuller, Intervale and BHR acted jointly, without distinction as to employee, to dismiss the individual applicants by way of a single “process” and for the same reason.

24] The union, apparently on legal advice, did refer another dispute to the bargaining council once it had been alerted to the fact that some of its members were in fact employees of BHR and Intervale rather than Steinmuller. Perhaps that was an unnecessary step; to proceed with separate actions arising from exactly the same dismissal for the same reason would, it seems to me, lead to precisely the multiplicity of actions and waste of costs that joinder is meant to prevent. It is clear that the dispute involves Steinmuller, BHR and Intervale as employers; and that BHR and Intervale have a substantial interest in the proceedings arising from that dispute.

The procedural objection: joinder after conciliation and referral:

- 25] The main objection raised by Mr *Fourie* on behalf of BHR and Intervale is the procedural complaint that joinder is not appropriate at this stage of the proceedings, in particular because conciliation has already taken place.
- 26] The argument has been considered and rejected by the Labour Court on at least two occasions; although a subsequent judgment may be read to hold otherwise, albeit without reference to either of the two earlier judgments. None of the trio has apparently been decided on appeal.
- 27] The High Court has confirmed the general principle that it has the power to order the joinder of a further party to an action that has already begun.¹⁰ That Court has said the following of this power:
- “The power of the Supreme Court to order the joinder of further defendants in an action which has already begun is undoubted and, as I have said, it has been exercised in many cases. The reason for the existence of such power is that the Court is enabled to ensure that persons interested in the subject-matter of the dispute and whose rights may be affected by the judgment of the Court shall be before the Court, and it also enables the Court to avoid multiplication of actions and to avoid waste of costs.”*¹¹
- 28] The Labour Court has unequivocally held that it has the power to join additional employer parties to an unfair dismissal claim even after conciliation has taken place.
- 29] In *Selala v Rand Water*, Pillay J held that the Labour Court “has a discretion to join a person as a party to these proceedings even if such person was not joined at the time of conciliation.”¹² The matter concerned the appointment of an employee to a position within Rand Water. Ultimately, Pillay J held that SAMWU should not be joined as it did not

10 *Ploughman NO v Pauw and Another* 2006 (6) SA 334 (C) at 341E.

11 *SA Steel Equipment Co (Pty) Ltd v Lurelk (Pty) Ltd* 1951 (4) SA 167 (T) 172H-173A.

12 *Selala & Another v Rand Water* (2000) 21 ILJ 2102 (LC) para 8.

have the necessary substantial interest, and that the second applicant for joinder need not be joined because he had agreed to abide the outcome of the proceedings. However, Pillay J held that joinder was procedurally competent provided that the requisite substantial interest was present.

30] The matter of *Mokoena v Motor Component Industry (Pty) Ltd*¹³ confirms this principle in the context of an unfair dismissal dispute more closely analogous to the present matter.

30.1 In *Mokoena*, the applicants in an unfair dismissal claim sought to join three respondents who were not cited in the dispute referral and did not participate in conciliation.¹⁴

30.2 The respondents opposed their joinder on that basis. The court, approving the dictum in *Selala*, emphatically rejected the argument:

“It is immediately apparent that the court’s powers of joinder would, in dismissal proceedings, only be exercised after the conciliation proceedings in terms of s 134 of the Act have been exhausted. Before that occurs, the Labour Court is not seized with the matter at all. Rule 22 therefore clearly allows for applications for joinder after conciliation proceedings, and it is significant that rule 22 nowhere specifies that a party may only be joined if that party was also a participant in the conciliation proceedings.

In my view, this court has a discretion to join parties to a matter, even if they did not participate in the preceding conciliation proceedings (*Selala & another v Rand Water* (2000) 21 1LJ 2102 (LC) at 2104-5). While statutory conciliation is one of the jurisdictional facts that must be present before an unfair dismissal dispute may be dealt with by the Labour Court, or by arbitration, one must not regard the dispute and the parties to the dispute in synonymous terms. Situations may be conceived where there is a dispute between the immediate disputant parties, in which other parties also have an interest. As long as the dispute has been the subject of proper conciliation, even if all the parties thereto did not participate in such conciliation proceedings, the aforesaid jurisdictional requirement is

13 *Mokoena & Others v Motor Component Industry (Pty) Ltd & Others* (2005) 26 ILJ 277 (LC).

14 *Mokoena (supra)* at 279A.

satisfied.”¹⁵

30.3 The court went on to note that the door to conciliation was not necessarily closed to respondents joined at this stage, as they may employ the mechanism of a pre-trial conference to seek conciliation or may ask the court not to deal with the merits until there have been further attempts at conciliation in terms of s 157(4)(a) of the LRA.¹⁶

31] The facts of the present matter – in respect of BHR and Intervale – are indeed more strongly in favour of joinder than the facts of *Mokoena*, in that:

31.1 BHR and Intervale participated in all the meetings and engagements during the strike action and dismissal process;

31.2 BHR and Intervale have the same knowledge of the proceedings as Steinmuller;

31.3 BHR and Intervale did, in effect, participate in conciliation through the shared HR Services;

31.4 BHR and Intervale are represented by the same attorneys as Steinmuller, a further demonstration of their parity of interest in the underlying proceedings and of their readiness to participate in them.

32] BHR and Intervale have not expressed any interest in re-opening conciliation. However, Mr *Brickhill* made it clear that the applicant has no objection to doing so should they so request. However, the stage which proceedings have reached – well before trial -- constitutes no obstacle to their joinder.

33] In *SACCAWU v Entertainment Logistics Service (a division of Gallo Africa Ltd)*¹⁷ this court again discussed the principles relating to joinder in terms

¹⁵ *Mokoena (supra)* at 279AC-G.

¹⁶ *Mokoena (supra)* at 279H-I.

¹⁷ (2011) 32 *ILJ* 410 (LC); [2011] 2 *BLLR* 206 (LC).

of rule 22. In that case, neither party appears to have referred the court to the earlier decisions in *Selala* or *Mokoena* ; the court did not refer to them and expressed no view that they had been wrongly decided.¹⁸

- 34] In *Entertainment Logistics Service*, the applicant union sought to join some 70 of its members to a referral made in respect of the dismissal of a single employee. In the course of his judgment, Van Niekerk J held¹⁹:

“[9] The three acts of dismissal that gave rise to the three disputes referred to the CCMA share a limited factual commonality. The high point for the applicant is that some of the individual employees were dismissed for participation in same unprotected industrial action for which Mazibu was dismissed. Even then, Mazibu and the individual employees dismissed for the same misconduct occupied different positions (Mazibu was a shop steward), and were dismissed after differently constituted disciplinary enquiries (a separate enquiry was convened for Mazibu and other shop stewards). The remaining individual employees, ie those not dismissed for participation in the same misconduct as Mazibu) were dismissed at a different time, for participation in a different form of industrial action, ie participation in an overtime ban as opposed to a strike. The applicant does not dispute that in these circumstances, the sanction of dismissal imposed in each case may have been influenced by different aspects in respect of each applicant. What is particularly significant for present purposes is that the dismissals gave rise to separate and independent disputes, each of which was processed separately through the statutory dispute resolution mechanisms. Separate conciliation meetings were held in respect of each, and separate certificates of outcome were issued in respect of each dispute.

[10] In my view, what the structure and wording of section 191 demonstrates, consistent with the manner in which the applicant had processed them, is that in the present instance, separate disputes had to be referred to this Court. What the applicant might then have sought after the referral is a joinder or more correctly, a consolidation of the disputes in terms of rule 23. It is not open to the applicant to use the process of joinder to circumvent the provisions of section 191(5) and (11) in respect of each

18 Neither *Selala* nor *Mokoena* appears to have gone on appeal.

19 At paragraphs [9] – [11].

dispute. These provisions require, in peremptory terms, that each of the disputes had to be referred to this Court by way of the filing of a statement of case. Just as a plaintiff in a civil claim in the high court cannot, through a belated process of joinder, join a defendant against whom a claim has prescribed (see *Waverley Blankets Ltd v Shoprite Checkers (Pty) Ltd & another* 2002 (4) SA 166 (C) [also reported at [2002] JOL 9331 (C) – Ed]), an applicant in this Court cannot rely on a joinder in terms of rule 22 to avoid its obligations to comply with section 191 of the LRA.

[11] Even if I am wrong in coming to this conclusion, the application stands to fail on the basis that in the present circumstances, condonation is a prerequisite for joinder. The granting of the application for joinder would have the effect of the individual employees coming party to Mazibu's statement of case with effect from the date of the order, with the result that Mazibu's referral would serve as their referral to this Court. Seen thus, the individual applicants cannot escape their obligation to comply with the 90-day time limit in terms of section 191(11)(a), and their obligation to seek condonation in terms of section 191(11)(b)."

- 35] It must be clear from the above extract that the facts in *Entertainment Logistics* are quite distinct from those in the case before me. In that case, three acts of dismissal gave rise to three disputes; the employees occupied different positions; they were dismissed after separately and differently constituted disciplinary enquiries; and they were dismissed for participation in different types of industrial action. The dismissals, in the words of Van Niekerk J, gave rise to "separate and distinct disputes."
- 36] In the present case, all of the employees were dismissed for participation in the same strike. Importantly, they were dismissed pursuant to collective disciplinary procedures handled by the shared HR services of Steinmuller, BHR and Intervale. Identical letters of dismissal were prepared by the shared HR services. And those employees who were re-employed, were re-employed without distinction as to their employer.
- 37] In short, unlike the scenario in *Entertainment Logistics*, the NUMSA members in the case before me were all dismissed pursuant to exactly the same set of facts. They referred an unfair dismissal dispute arising from

that dismissal. That dispute has been conciliated.

38] It is difficult to conceive of the purpose of rule 22 if it were not to be applicable to the current set of circumstances. If NUMSA had to refer separate disputes to conciliation vis-à-vis each employer, only to apply for consolidation of proceedings afterwards, it would obviate the need for joinder. It would also lead to costly and unnecessary duplication of processes. It would go against the grain of the LRA's stated aim of the effective resolution of labour disputes.²⁰

39] Rule 22(6) clearly envisages that parties may be joined to proceedings that are already in progress. It provides that:

“An application to join any person as a party to proceedings ... must be accompanied by copies of all documents previously delivered, unless the person concerned or that person's representative is already in possession of those documents.”

40] In the present case, both the legal representatives of Steinmuller, BHR and Intervale, as well as their HR services, have been in possession of all pleadings and documents previously delivered; and furthermore, they took part in the conciliation proceedings.

41] In these circumstances, it would, in my view, be overly formalistic and against the spirit and stated purpose of the LRA to refuse joinder on the basis that BHR and Intervale were not parties to the conciliation. The objection of those parties – represented by the same attorneys as Steinmuller – to the joinder smacks of a cynically opportunistic approach in an attempt to avoid dealing with the merits of the dispute at trial.

Conclusion

42] I am satisfied that, on the facts of this case, the requirements for joinder as set out in rule 22 have been met.

43] The application has been opposed only by BHR and Intervale. The other

²⁰ LRA s 1(d)(iv).

two entities that did not oppose the application, viz Strategic HR and TQA, should similarly be joined.

- 44] This is not the end of the dispute. In these circumstances, neither party should pay the other's costs.

Order

- 45] Rule 22(2)(b) enjoins the court to "give such directions as to the further procedure in the proceedings as it deems fit". I will do so in terms of the following order:

45.1 The following parties are joined as respondents in these proceedings:

45.1.1 Intervolve (Pty) Ltd as the second respondent;

45.1.2 BHR Piping Systems (Pty) Ltd as the third respondent;

45.1.3 Strategic Human Resources as the fourth respondent;

45.1.4 TQA Trading Enterprises (Pty) Ltd as the fifth respondent.

45.2 The applicant is granted leave to amend its statement of claim insofar as may be necessary as a result of the joinder.

45.3 The first respondent, Steinmuller Africa (Pty) Ltd, is granted leave to amend its statement of defence, and the second to fifth respondents may file statements of defence, if any.

45.4 There is no order as to costs.

Anton Steenkamp
Judge of the Labour Court of South Africa

APPLICANT:

Jason Brickhill

SECOND AND THIRD
RESPONDENTS:

Instructed by Cheadle Thompson & Haysom.

Greg Fourie

Instructed by Anton Bakker Inc.