



REPUBLIC OF SOUTH AFRICA

IN THE LABOUR COURT OF SOUTH AFRICA, DURBAN

JUDGMENT

Reportable

Case No: D397/10

In the matter between:

KHULULEKILE ANDREW GAGA

Applicant

and

ETHEKWINI MUNICIPALITY

First Respondent

COMMISSIONER, BENITA WHITCHER

Second Respondent

THE SOUTH AFRICAN LOCAL

GOVERNMENT BARGAINING COUNCIL

Third Respondent

Heard: 30 April 2013

Delivered: 30 September 2013

Summary: Review application – a gross irregularity as contemplated by s145(2)(a)(ii), is committed when the arbitrator has misconceived the nature of the inquiry or arrived at an unreasonable result - a result will only be unreasonable if it is one that a reasonable arbitrator could not reach on all the material that was before the arbitrator – the applicant failed to demonstrate the

commission of any gross irregularity by the second respondent – review dismissed.

JUDGMENT

CELE,J

Introduction

- [1] In this application it is intended to review and set aside an arbitration award dated 02 March 2010 issued by the second respondent under the auspices of the third respondent. The application before me is one in terms of section 158 (1) (g) of the Act¹. The applicant simultaneously seeks condonation for the late filing of the review application. The application was opposed by the first respondent, the Municipality as an erstwhile employer of the applicant and in whose favour the arbitration award in this matter was issued.

Factual Background

- [2] The applicant was an employee of the first respondent, employed as an artisan plumber, with two general workers assigned to assist him in carrying out his duties. Also assigned to him was an official light delivery vehicle with its trailer, and working equipment or machinery. The applicant was also responsible for the supervision of the general workers assisting him on site.
- [3] On 16 October 2008 in the afternoon the applicant drove back from the site he had been working at. On his arrival at the depot he did not drive straight into where he would ordinarily park the work's van. He instead parked the van alongside his private motor vehicle in a public parking outside of the depot gate. There were two employees with him who worked as general workers.

¹ The Labour Relations Act No 66 of 1995

He then offloaded a breaker, a heavy power tool, from the van and put it into the boot of his motor vehicle and he closed the boot. The breaker was normally transported in a trailer and it would be locked therein for safe keeping. It was worth about R52,000.00

- [4] The then Regional Engineer for water operations, Mr Nandlal was in the vicinity at the time and because he became suspicious of the activities of the applicant, he called a security guard with whom he approached the applicant, who when initially confronted said that he had put papers in the boot. Mr Nandlal had formulated an opinion that whatever was put in the boot by the applicant must have been pretty heavy because the car sagged in when the boot was loaded. The boot of the applicant's private car was opened and a breaker was found inside it. A cellular telephone was used to capture photographs of the breaker in the boot and to capture the scenery around. The motor vehicle of the applicant was parked at an angle from the security hut and was therefore not very easily visible from that hut. The applicant explained that he wanted to take the breaker for repairs at Springfield. Mr Nandlal instructed the applicant to take the breaker inside the depot for testing if it was in a working mode. He said that he waited with a plumber to test the breaker but the applicant did not bring it in at that time. Mr Nandlal observed that when the breaker was finally brought in it had no plug. Otherwise it evinced no signs of any apparent defects.
- [5] The first respondent had a working policy that an incident report form had to be completed to report any tool that had become defective. The applicant had not yet completed the incident report when he loaded the breaker into his motor vehicle. He had however given Mr Allan, a supervisor, a missed call, hoping that Mr Allan would call him back, at which instance, according to him, he would have reported the defective breaker. He did not resort to the use of his two-way radio to report the defect as Mr Allen did not have a radio in his work-car. Nor did he see it fit to call the control room for people there to call Mr Allen for him. He believed that sending a miss call was one of the permissible options open to him to use. As he arrived at the front parking outside the depot he saw that motor vehicles used by his seniors were not

parked on the yard. He concluded then that the seniors had left the depot and so he could not go to them to report the broken breaker.

- [6] The matter was reported to the South African Police Services, the SAPS, who on 20 October 2008 arrested the applicant for a criminal case emanating from this incident. On the following day he was released on bail and on 22 October 2008 he resumed his regular work pattern for which he was supplied with another breaker to work with. Also on 22 October he completed such a report, putting the date of the incident as 16 October 2008. The criminal charge was later withdrawn for lack of evidence. The first respondent also charged him with two counts of misconduct, described as:

- '1. Failure to conduct himself with honesty and integrity by removing without authority an electric breaker belonging to the Employer;
2. Failure to report, follow all lawful job instruction given by personnel having authority to do so, by failing to submit an incident report indicating that the electric breaker was faulty.'

- [7] The applicant was found guilty of the first charge and he was dismissed by the first respondent on 30 March 2009 following that disciplinary hearing. This was some five months after the commission of the alleged misconduct. By then he had been employed by the first respondent for a period of about nine years, with a clean disciplinary record. The applicant took the matter to conciliation by the third respondent, where the issue in dispute was whether the dismissal was substantially fair. Conciliation failed to resolve the dispute and he referred it to arbitration. The second respondent found that applicant's dismissal was fair and dismissed his claim. The applicant initiated the present application.

Chief findings of the second respondent

- [8] The second respondent found, inter alia, that:

'It is important to note that the charge against the employee was that he failed to conduct himself with honesty and integrity by removing without authority an electric breaker, serial number CSH27 belonging to the respondent

‘Accordingly, the respondent was not obliged to prove attempted theft or even the actual intended dishonest purpose on the part of the employee; merely that the employee removed the electric breaker in dishonest circumstances. In the context of this, it is my finding that the following salient facts were proved by the respondent:

- (a) It was common cause that the employee attempted to remove the breaker.
- (b) There were no justification at all for the employee to take the breaker in his private vehicle and at the time he attempted to do so. He was only due to return to work on the Monday night and so the respondent would have had a number of days available to it to repair or exchange the breaker for the employee. The employee was well aware that there were procedures to be followed in the case of damaged and defective equipment and he did not attempt to follow any these procedures. He was also aware that the procedures precluded him from taking the breaker in his personal vehicle to Springfield.
- (c) The employee lied about the contents of his boot when confronted by Nundlall (sic). If his intentions had been honest, why did he attempt to hide the fact that he had just loaded the breaker into his boot by claiming he had only loaded paper into his boot. Moreover, he continued to lie about his actions. His claims that he had called Allen to inform him about his intentions just before he got to the depot in the afternoon and that he checked to see if Allen was in the depot by looking over the wall of the car park into the depot, were shown to be highly improbable by the respondent.
- (d) It was more probable than not that the breaker was not innocently damaged. Nxumalo testimony that they did not use the machine that day and that it was not defective the last time they used it was not challenged.

In the light of all these surrounding circumstances, taken collectively and cumulatively, I have to accept the inference sought by the respondent, namely that the employee was attempting to remove the breaker for dishonest reasons. As I stated, the respondent was not obliged to prove attempted theft. Accordingly, the employee’s contention that it was highly improbable that he was attempting to steal the breaker because he loaded it in full view of his assistants and

there were easier alternative ways for him to steal it does not assist him. I also stated that the respondent was not obliged to prove a specific dishonest purpose on the part of the employee. However, as an aside, the most logical conclusion that arises from the surrounding circumstances in this case is that the employee was not attempting to steal the breaker but to remove it temporarily for other dishonest purposes (probably to use it for personal purposes or to outsource it temporarily) and return it on the Monday. That is why he blatantly removed it in full view of his assistants he intended to bring it back.

The next inquiry is whether it was fair to dismiss the employee and the key question here is whether the trust relationship has been irretrievably broken. ...the question whether the dismissal was fair must be judged in the context in which the misconduct occurred and the impact this had on the employment relationship.all relevant factors must be considered and weighed up. Case law has held that these factors include the nature of the misconduct, the context in which it was committed, and the nature of the employee's job: whether he occupied a position of trust and was required to work independently and unsupervised, his service and the parties' assessment of the relationship. ...not all dishonesty related offences automatically attract dismissal. Each case must be determined on their own merits, including the nature and extent of the dishonesty, the value involved, whether the employee showed remorse or continued to lie and whether the employer can objectively trust him again considering these factors.

Nundall testified that if the employee returned to work they would have an operational relationship because he is the area engineer and oversees the operational running of the depot. He said if the employee was found guilty he would not be able to trust him. Especial if I find that the employee had in fact lied when first confronted and had continued his lies. He said "Why didn't he come clean when I first asked him about what's in his boot", in his view the employee's long service would not make a difference to his feelings because 'with long service he should know better'. Allen testified that he had only known the employee for a year (the employee had worked in another respondent service unit before this) and he would not be able to trust him again considering he had broken the trust within the year. The

employee contended that the respondent cannot claim that the trust relationship has been destroyed because he was permitted to work as usual until his dismissal and he has 9 year service. The employee further contended that the dismissal was not justified because another departmental employee was found guilty of dishonesty but only given a final written warning. The other employee was found guilty of performing a private job for a metro client and charging the client R300.00.

Clearly, the nature and extent of the dishonesty in the other employee's case is not comparable to, and is therefore distinguishable from, the nature and extent of the employee's dishonesty in this case. The fact that the employee continued to work does not cancel the fact that his operational managers, that is the people he has to work with daily and who are in charge of him, feel they are in a situation where they will have to continually scrutinize all his future averments and actions closely. In any event, the employee was found to have lied and continued to lie in this process and showed no remorse for his actions. Accordingly, the fact that the employee continued to work for a while before his services were terminated does not establish that the trust relationship was not destroyed. The nature of the employee's job was such that he works unsupervised and thus a lot of trust is placed in him. He himself showed that the nature of his work lent itself to dishonest opportunities (his description of the alternative scheme that was available to him).

In light of all these circumstances I find that the trust relationship has destroyed the employee's service was not sufficient to outweigh or rehabilitate this. If the employee had come clean, admitted his real intention, shown remorse and not put the respondent through this process, maybe the outcome would have been different and an alternative sanction may have been more appropriate. But he did not bring me or the respondent into his confidence; and I was not able to assist him, despite the very competent efforts on the part of his representative.'

Grounds for review

[9] It was the applicant's submission that the second respondent's award was irrational and one which a reasonable decision maker could not reach, *inter alia*, for the following reasons:

1. She failed to draw the necessary adverse inference from the contradictory evidence that was tendered by the employer's main witness, Mr. Nandlal with regards to whether the breaker was tested or not. The evidence that was placed before second respondent indicated that Mr. Nandlal had in the criminal case told the Court that he tested the machine and found it to be in working order. When he gave evidence, both in the internal disciplinary hearing and during the arbitration hearing his version changed to that he could not test the breaker to establish if it was working or not because it had no plug. Had the second respondent considered this material contradiction she would have had no option but to find that Mr. Nandlal was an untrustworthy witness and that his version should have been rejected.
2. The second respondent further failed to take into account that evidence of the photographs indicated that the breaker had no plug and consequently applicant's version that it was faulty was true.
3. The second respondent drew unreasonable inferences regarding the purpose for which applicant removed the breaker. She suggested that the purpose of removing the breaker was to use it for personal purposes or to outsource it temporarily and return it on Monday. No evidence was led to suggest that a faulty breaker could be used for personal purposes or could be outsourced at all. Even worse, second respondent in her award seems to admit that the breaker was removed in full view of applicant's assistants and yet the employer's main witness contended that applicant had hidden from the other fellow employees what he was doing in the boot of his vehicle. It is therefore an irregularity that second respondent would in one breathe find that applicant removed the breaker for dishonest needs whilst on another finding that the breaker was removed in full view of applicant's fellow employees.

4. It is the applicant's contention that the breaker was removed in order to be sent for repairs and that he had no intentions of dishonestly dealing with the machine in any other way.
5. The second respondent dismally failed to deal with the inconsistency aspect that was raised by the applicant. The nature of applicant's case was that two of his fellow employees were charged with a similar offence but received final written warnings and salary suspensions instead of dismissal.
6. The First Respondent did not dispute by leading of evidence or by argument the fact that a similar offence in its employ is not met with a sanction of dismissal.

The condonation application

[10] The review application was filed some 14 days out of time. The explanation for the delay is that the applicant relied on his trade union to initiate the review application after the union had represented him at the arbitration hearing. When he realised that the union did not file the review application he instructed his current attorneys and the application was filed with no further delay. The matter of the applicant is somewhat arguable. No litigant stands to suffer any prejudice as a result of the review application filed late. As a matter of fact the condonation application is not opposed by the first respondent. The interests of justice are not averse to the application being granted. Condonation for the late filing of the review application is granted.

Opposition to the review application

[11] Considering the grounds of the review application, the first respondent submitted that this application was ill founded, unsubstantiated, without merit, and that therefore the applicant was not entitled to any of the orders sought in the notice of motion. It was said that the second respondent dealt fully with the evidence presented by the parties and the issues raised in argument. There was overwhelming evidence of dishonesty in the manner in which the applicant conducted himself on the 16 and 22 of October 2008. The submission said that the second respondent adopted a proper and fair

arbitration procedure. The arbitrator was said to have correctly pointed out that a trust relationship between the applicant and the second respondent had been destroyed and that the applicant's long service was not sufficient to outweigh the incident. The position held by the applicant was said to demand nothing less than honesty, and absolute transparency as the applicant was entrusted with the first respondent's valuable property and responsible to supervise junior staff. The first respondent contended that there was no evidence led in arbitration proceedings to support the allegation that the first respondent was inconsistent in applying dismissal as a sanction. Even if there was evidence led in that regard the claim of inconsistency would have failed.

Analysis

- [12] The award being assailed was issued by the third respondent which is a bargaining council. The review application is accordingly one in terms of section 158 (1) (g) of the Act which reads:

'The Labour court may, subject to section 145, review the performance or purported performance of any function provide for in this Act on any grounds that are permissible in law.'

- [13] Section 145 of the Act then lists the grounds of review subject to which this Court may review the performance or purported performance of any function provided for in this Act and to the extent relevant it reads:

'Any party to a dispute who alleges a defect in any arbitration proceedings under the auspices of the Commission may apply to the Labour Court for an order setting aside the arbitration award.

(2) A defect referred to in subsection (1) means –

(a) that the commissioner-

(i) committed misconduct in relation to the duties of the commissioner as an arbitrator;

- (ii) committed a gross irregularity in the conduct of the arbitration proceedings; or
 - (iii) exceeded the commissioner's powers; or
- (b) that an award has been improperly obtained.'

[14] In *Sidumo and Another v Rustenburg Platinum Mines Ltd and Others*,² the Constitutional Court set a standard for review by holding, inter alia, that section 145 of the Act was suffused by the standard of reasonableness. That standard lay in asking whether the decision reached by the commissioner was one that a reasonable decision maker could not reach. In *Herholdt v Nedbank Ltd*³, the Supreme Court of Appeal held, with respect to what constitute a gross irregularity in the conduct of the arbitration proceedings, that:

'A review of a CCMA award is permissible if the defect in the proceedings falls within one of the grounds in s 145(2)(a) of the LRA. For a defect in the conduct of the proceedings to amount to a gross irregularity as contemplated by s 145(2)(a)(ii), the arbitrator must have misconceived the nature of the inquiry or arrived at an unreasonable result. A result will only be unreasonable if it is one that a reasonable arbitrator could not reach on all the material that was before the arbitrator. Material errors of fact, as well as the weight and relevance to be attached to particular facts, are not in and of themselves sufficient for an award to be set aside, but are only of any consequence if their effect is to render the outcome unreasonable.'

[15] In *Fidelity Cash Management Services v CCMA and Others*⁴ the LAC had an occasion to resound the following warning to review Courts:

'It will often happen that, in assessing the reasonableness or otherwise of an arbitration award or other decision of a CCMA commissioner, the Court feels that it would have arrived at a different decision or finding to that reached by the commissioner. When that happens, the Court will need to remind itself that the task of determining the fairness or otherwise of such a dismissal is in terms of the Act primarily given to the commissioner and that the system

² [2007] 12 BLLR 1097 (CC) and (2007) 28 ILJ 2405 (CC) at para 106 to 109.

³ (701/2012) [2013] ZASCA 97 (5 September 2013). at para.25.

⁴ [2008] 3 BLLR 197 (LAC) at para 98, and also (2008) 29 ILJ 964 (LAC).

would never work if the Court would interfere with every decision or arbitration award of the CCMA simply because it, that is the Court, would have dealt with the matter differently...'

- [16] In *Ellerine Holdings Ltd v CCMA and Others*,⁵ the Labour Appeal Court had occasion to expand on the meaning of 'gross irregularity' as expounded in the *Sidumo* test in the following terms:

'When all of the evidence is taken into account, when there is no irregularity of a material kind in that evidence was ignored, or improperly rejected, or where there was a full opportunity for an examination of all aspects of the case, then there is no gross irregularity'.

- [17] Then in *Betel v Astral Operations Ltd*,⁶ the Court commenting on an appropriate approach to review applications also said that:

'[T]he ultimate principle upon which a review is based is justification for the decision as opposed to it being considered to be correct by the reviewing court; that is whatever this Court might consider to be a better decision is irrelevant to review proceedings as opposed to an appeal. Thus, great care must be taken to ensure that this distinction, however difficult it is to always maintain, is respected.'

- [18] In these proceedings it has to be determined whether the second respondent failed to have regard to material facts of this matter as that would constitute a gross irregularity in the conduct of the arbitration proceedings as contemplated in section 145 (2) (a) (ii) of the Act. For a defect in the conduct of the proceedings to amount to a gross irregularity, the second respondent must have misconceived the nature of the inquiry or arrived at an unreasonable result. Also, should this Court, in assessing the reasonableness or otherwise of the assailed award, feel that it would have arrived at a different decision or finding to that reached by the second respondent, the Court will bear in mind that the task of determining the fairness or otherwise of dismissal is primarily given to the second respondent and that the system would never work if the Court were to interfere with every decision or arbitration award of

⁵ 2008) 29 ILJ 2899 (LAC) at 2906E-F.

⁶ [2011] 2 BLLR 129 (LAC) at para 18.

the commissioners simply because the Court, would have dealt with the matter differently.

- [19] In respect of the first and second review grounds the applicant said that if the second respondent had considered material contradiction in the evidence of Mr Nandlal, she would have had no option but to find that Mr Nandlal was an untrustworthy witness and that his version should have been rejected. He said further that the second respondent failed to take into account that evidence of the photographs indicating that the breaker had no plug and consequently applicant's version that it was faulty was true. The applicant however, failed to demonstrate the relevance of such material contradictions when such evidence is seen against that his admissions together with evidence of the first respondent that:

Upon arrival at the depot the applicant went to park the work-van at a staff parking bay instead of driving into the depot

He off-loaded the breaker from the trailer where it would be lawfully carried and he stored it into the boot of his car;

The breaker was very heavy and the first respondent had its general workers who could attend to the transportation, if needs, be of the breaker;

There was an operational agreement of the plumbers regulating the reporting, repair and replacement of defective breakers;

In his own evidence the applicant says that all senior personnel who could authorise him to take the breaker for repairs were all gone. He could not therefore do it lawfully;

He had not used the breaker for the last three days. He would not use it on the next day as he would be off-duty and there was a weekend after that;

There were instances of electricians coming to the depot or even on site to effect repairs to tools. By the time he came back to work, the breaker could have been repaired or replaced with no hustle, and

When confronted by Mr Nandlal he allegedly gave a false explanation of what was loaded into the boot of his vehicle. He was quoted as having said that he had loaded papers in the boot.

[20] When all the evidence was seen together and not in peace-meal fashion the second respondent could not find that Mr Nandlal was an untrustworthy witness and that his version should have been rejected. To the contrary, the second respondent was faced with probabilities overwhelmingly favouring the acceptance of the evidence of the first respondent. When considering the alleged failure to take into account that evidence of the photographs indicating that the breaker had no plug and consequently applicant's version that it was faulty was true, it had to be considered as well that the applicant was the last person to have used the breaker. He was also its custodian as he had to lock it in the trailer at the end of the day. He had then to explain the circumstances leading to the disappearance of the plug and not just to mention it as a *fact accompli*. He should have known then when the plug went missing and why he never reported it even before 16 October 2008. In my view, these two grounds of review have no merits.

[21] For the third ground of review, the second respondent is said to have drawn unreasonable inferences regarding the purpose for which applicant removed the breaker. She suggested that the purpose of removing the breaker was to use it for personal purposes or to outsource it temporarily and return it on Monday. It was said that no evidence was led to suggest that a faulty breaker could be used for personal purposes or could be outsourced at all. It is necessary to refer to the exact words of the second respondent who said that:

'However, as an aside, the most logical conclusion that arises from the surrounding circumstances (my underlining) in this case is that the employee was not attempting to steal the breaker but to remove it temporarily for other dishonest purposes (probably to use it for personal purposes or to outsource it temporarily) and return it on the Monday. That is why he blatantly removed it in full view of his assistants he intended to bring it back.'

[22] The finding on probabilities here was an aside issue as clearly stated in the award. The possible reason for the removal of the other than for repairs had

to be explored to see if such removal was perpetuated with 'honesty and integrity' as was alleged in the charge sheet. An enquiry into the honesty and integrity of a person somehow involves a determination of what goes on in the mind of that person. It is the outward manifestation of what one does which gives an indication of what might be in the mind of a person at a given time. The second respondent was faced with such an enquiry. As to whether the breaker was removed in full view of applicant's assistants or that the applicant had hidden from the other fellow employees what he was doing in the boot of his vehicle, is not an essential issue as the applicant was not charged for theft of the breaker. The second respondent has thus committed no reviewable irregularity, in my view.

[23] The fourth submission by the applicant was that the breaker was removed in order to be sent for repairs and that he had no intentions of dishonestly dealing with the machine in any other way. In her award, the second respondent listed alphabetically four of what she called salient facts as having been proved by the first respondent. She held that in the light of all those surrounding circumstances, taken collectively and cumulatively, she had to accept the inference sought by the first respondent, namely that the applicant was attempting to remove the breaker for dishonest reasons. She then concluded that the employee's contention that it was highly improbable that he was attempting to steal the breaker because he loaded it in full view of his assistants and there were easier alternative ways for him to steal it did not assist him. The applicant has not demonstrated why it is that, in his view, a reasonable decision maker could never have arrived at a similar conclusion. The submission by the applicant in this regard belongs to the appeal and not the review process. Accordingly it must fail as a ground for review.

[24] The final submissions by the applicant are that the second respondent dismally failed to deal with the inconsistency aspect that was raised by the applicant, it being the nature of applicant's case that two of his fellow employees were charged with a similar offence but received final written warnings and salary suspensions instead of dismissal. He contended that the first respondent did not dispute by leading of evidence or by argument the fact

that a similar offence in its employ is not met with a sanction of dismissal. Having outlined the versions of the parties on the applicability of the parity principle the second respondent said that:

‘Clearly, the nature and extent of the dishonesty in the other employee’s case is not comparable to, and is therefore distinguishable from, the nature and extent of the employee’s dishonesty in this case. The fact that the employee continued to work does not cancel the fact that his operational managers, that is the people he has to work with daily and who are in charge of him, feel they are in a situation where they will have to continually scrutinize all his future averments and actions closely. In any event, the employee was found to have lied and continued to lie in this process and showed no remorse for his actions. Accordingly, the fact that the employee continued to work for a while before his services were terminated does not establish that the trust relationship was not destroyed. The nature of the employee’s job was such that he works unsupervised and thus a lot of trust is placed in him. He himself showed that the nature of his work lent itself to dishonest opportunities (his description of the alternative scheme that was available to him).

In light of all these circumstances, I find that the trust relationship has destroyed the employee’s service was not sufficient to outweigh or rehabilitate this. If the employee had come clean, admitted his real intention, shown remorse and not put the respondent through this process, maybe the outcome would have been different and an alternative sanction may have been more appropriate. But he did not bring me or the respondent into his confidence; and I was not able to assist him, despite the very competent efforts on the part of his representative.’

[25] It is manifestly clear from the award that the second respondent did not dismally fail to deal with the inconsistency aspect that was raised by the applicant. On the contrary, the applicant dismally failed to demonstrate how a reasonable decision maker could have arrived at a conclusion different to that reached by the second respondent, all evidence led considered. The applicant made a bold but unsubstantiated allegation against the second respondent. This ground will suffer the same fate as others.

[26] Accordingly, the second respondent has not been proved to have failed to have regard to material facts of this matter. The second respondent has not been shown to have committed a gross irregularity as contemplated by s145 (2)(a)(ii), as she has not been shown to have misconceived the nature of the inquiry or arrived at an unreasonable result. The result she reached is not unreasonable because it is not one that a reasonable arbitrator could not reach on all the material that was before her. Therefore the following order will issue:

1. The review application in this matter is dismissed.
2. No costs order is made.

Cele, J

Judge of the Labour Court of South Africa.

Appearances:

For the applicant: Mr S Mhlanga of Mhlanga Incorporated, Durban

For the first respondent: Ms S Jikela

Instructed by: Hughes-Madondo Incorporated, Durban.

LABOUR COURT