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THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Reportable

Case no: JR 375/12

In the matter between:

EZEKIEL MASHABA

Applicant

and

TELKOM SOUTH AFRICA

Respondent

Heard: 2 and 3 November 2017

Delivered: 11 January 2018

Summary: Automatically unfair dismissal - section 187(1)(d) of the LRA – executing activities as a union official – the manner in which union activities are carried out is immaterial to the decision as to whether they are in fact trade union activities, save in cases where it can be shown that the way in which they are carried out is such as to be in bad faith or carried out for some other

organisation or cause so as to remove them from the scope of what can properly be called trade union activities.

JUDGMENT

NKUTHA-NKONTWANA, J

Introduction

- [1] In this matter, the applicant (Mr Mashaba) alleges that he was victimised and dismissed for undertaking his duties as a shop steward and as deputy secretary of the of the Communications Workers Union (the CWU) Tshwane Central Local (the Tshwane Local) by distributing a document referred to as the 'dossier' which contained the allegations of irregular conduct by the respondent's (Telkom) executives as per the instruction by the CWU provincial secretary (Mr Lepheane). His main claim is that his dismissal was automatically unfair in terms of section 187(1)(d) of the Labour Relations Act (the LRA).¹
- [2] Mr Mashaba also pleaded that his dismissal was automatically unfair in terms of section 187(1)(h) of the LRA as he had made a protected disclosure in terms of the Protected Disclosures Act (PDA)². However, this was abandoned in evidence when Mr Mashaba explicitly stated that he was not purporting to be making a protected disclosure when he distributed the dossier. Despite, his counsel submits in her closing heads of arguments that the Court should, alternatively, find that he had made a protected disclosure.

Background facts

- [3] Mr Mashaba had been in the employ of Telkom from 1990 until September 2011 when he was dismissed after a disciplinary hearing which found him guilty of the following charge:

'Misconduct in that you did not act in Telkom's best interest by circulating a damning dossier to the individuals (Telkom and non-Telkom's persons) of which the contents of the dossier can or would have the potential to incite

¹ Act 66 of 1995, as amended.

² Act 26 of 2000.

other employees against the company as well as tarnish the image of the company and bring it into disrepute.'

- [4] On 15 November 2010, Mr Mashaba, acting in his capacity as the Deputy Secretary of the CWU Tshwane Central Local, sent a memorandum to the Telkom's Employee Relations (ER) department. The memorandum raised a number of grievances as well as allegations about alleged corruption by some of Telkom's senior executives. These included alleged irregularities in relation to Multilinks, a Nigerian subsidiary of Telkom. The memorandum called for Telkom to address the alleged grievances and irregularities. Telkom, through its investigation department, TARPS, responded to this memorandum on 2 December 2010 and stated, in relation to alleged irregularities at Multilinks, that it was awaiting a directive from its Board of Directors (the Board) on how to deal with them.
- [5] Mr Mashaba was never disciplined nor threatened with any disciplinary action for sending this memorandum. In fact, he acknowledged that sending the above memorandum to the Telkom's ER department was the appropriate way of bringing any concerns that the CWU might have had to the attention of Telkom. Mr Mashaba also acknowledged that the company forum created by the Recognition Agreement (the RA) was the proper forum to table the CWU concerns.
- [6] On 25 November 2010, an email was sent from [-\[I...\]](#) to Mr Thabang Motheo (Mr Motheo), a Telkom employee, a member of CWU and an office-bearer of its Tshwane Central Local, Mr Mutuku, the then Telkom's ER Manager and Roche Grebe, a Telkom employee and member of the CWU. The email was copied to Mr Thabiso Dakeda, of Telkom's ER department, and Mr Jeffrey Herdberg, Telkom's then Acting Chief Executive Officer (ACEO). Attached to the email were two documents.

6.1 The first document, which is undated, was prepared by a Mr Lionel Shunmugam, Telkom's employee, seemingly addressed to the Public Protector of South Africa (the PPSA) and intended to be a protected disclosure of alleged irregular conduct by Telkom's executives in

respect of one of Multilinks contracts. It called for an investigation to be conducted into these alleged irregularities.

6.2 The second document, dated 24 November 2010, a 25 page-long document, commonly referred to as “the dossier”, was purportedly from ‘Concerned Citizens’ and was addressed to, *inter alia*, the PPSA, Minister of Finance, Minister of Communications, Standing Committee on Public Accounts (the SCOPA) and the Telkom’s Board. The document purported to disclose irregular conduct by some of Telkom’s senior executives in relation to, *inter alia*, Multilinks, contracts awarded by Telkom, alleged kick-backs and unfair treatment of some of Telkom’s employees. It called for an investigation into the allegations, none of which had been tested or proven. Some of these allegations were the same as those contained in the memorandum that Mr Mashaba had sent to the Respondent’s ER department on 15 November 2010.

- [7] It is common cause that Mr Mashaba was not a recipient of the email, either directly or by carbon-copy.
- [8] On 26 November 2010, Mr Motheo sent an email to South Africa Press Association (the SAPA) and the CWU GP (the Gauteng Provincial Office email address), headed ‘Unprecedented High Level Corruption in Telkom’, attached thereto was the dossier. The email stated, *inter alia*, that the CWU had received information about corruption in Telkom. Once more, Mr Mashaba was not a recipient of the email, nor was he carbon-copied.
- [9] In response, on 2 December 2010, Telkom addressed a letter to Mr Mothelo in which it condemned the distribution of the dossier through media as its contents contained untested and unproven allegations which were potentially defamatory of Telkom’s employees mentioned. As a result, Mothelo was suspended.
- [10] On 3 December 2010, Mr Mashaba sent an email containing the dossier that had been put on the CWU’s letterhead to the CWU’s National Spokesperson,

Mantakana Mothapo, using his Gmail address. The email was carbon-copied to CWU GP where Mr Lepheane was based.

- [11] 4 December 2010, Mr Mashaba, sent an email to some individuals with CWU email addresses and carbon-copied to other individuals, including the Congress of South African Trade Unions (the COSATU), the union federation, officials or office bearers and respondent's employees. Attached to the email was the dossier, the memorandum that Mr Mashaba had sent to Telkom's ER department on 15 November 2010, the letter dated 2 December 2010 from Telkom's Mrs Ouma Rasethaba addressed to Mr Mothelo and a communication from Telkom to its employees concerning the dossier. The subject of the email was 'Issues which led to the immediate suspension of Mr Thabang Mothelo' and in the opening paragraph he states the following:

'This email serves as clarity or to inform the beloved progressive labour movement leadership of CWU National, Provincials and Gauteng locals about the critical issue which led to the immediate suspension of Tshwane Central Local Sector Coordinator Mr Mothelo. It appeared that his suspension emanated from the whistle blowing document attached...'

The evidence

- [12] Mr Mashaba's evidence is essentially that he received a telephone call from Mr Lepheane, enquiring about the dossier. He was on leave at the time. As a result of this request and because he did not have access to his emails, he returned from leave to look for the dossier. Whilst waiting to send the dossier to Mr Lepheane, Mr Mothelo was suspended.
- [13] He had access to the dossier because Mr Mothelo had sent it to the CWU National Spokesperson on 26 November 2010 and carbon copied to the CWU GP office where Lepheane was based.
- [14] Mr Lepheane instructed him to send the dossier to the CWU or executive members of the CWU and COSATU leadership, which he did on 4 December 2010. He was merely complying with an instruction from his union senior, Mr

Lepheane who had sternly warned him of serious repercussions for noncompliance. Mr Lepheane denied having threatened Mr Mashaba.

- [15] Mr Mashaba was categorical that when he was distributing the dossier on 4 December 2010 he did not purport to be making a protected disclosure in terms of the PDA.
- [16] Mr Mashaba conceded during cross examination that the original email of 25 November 2010 that had been sent from [\[...\]](#) email address to which the dossier was attached was addressed to the relevant persons and entities in so far as it was intended to be a disclosure in terms of the PDA and it would have taken time to investigate the allegations. He was also forced to concede that he was aware that Telkom was against the distribution of the dossier and had suspended Mr Mothelo for distributing it to the media.
- [17] Mr Lepheane was called to testify on Mr Mashaba's behalf and he was adamant that he did instruct Mr Mashaba to distribute the dossier. Since Mr Mashaba was about to submit his Tshwane Region monthly report, he, Mr Lepheane, instructed him to include the dossier. All the recipients of Mr Mashaba's email were the union officials within the CWU and COSATU structures. However, he was forced to concede during cross examination that some of the recipients of Mr Mashaba's email had already received the dossier from Mr Mothelo.
- [18] Mr Lepheane further testified that, on 3 December 2010, the CWU Head Office had issued a directive wherein it took responsibility for the contents of the dossier and all related matters. Henceforth, the dossier was the CWU's organisational document. There were other documents attached to Mr Mashaba's email other than the dossier. Mr Mashaba was not acting as an employee of Telkom but as a union official when he distributed the dossier. As such, he did not contravene any Telkom policy as they were not applicable to him at that time. He denied that he had access to the dossier prior to 4 December 2010.

[19] Ms Abigail Manzi, Telkom's Senior Manager ER and Telkom's only witness, testified that Mr Mashaba and all shop stewards, including Mr Lepheane who was a fulltime shopsteward at that time, are bound by Telkom's Code of Business Ethic which stipulates that:

'Clause 5.1. Respect for the individual

- a. Mutual understanding is built on respect for the individuals' rights, dignity, aspirations and interest. We therefore treat each other with respect and dignity, whilst valuing diversity...
- b. ...

Clause 5.8 Improper conduct

- a. Employees are required to behave properly, respectfully and with the appropriate diligence towards customer, competitors or anybody that may have an interest in engaging the company irrespective of the forum where representation takes place. Appropriate conduct is corner stone of the Respondents value system and any transgression is therefore viewed as a serious breach.'

[20] The relationship between Telkom and the CWU is regulated by the Recognition Agreement concluded in 2004 and the following are the pertinent clauses thereof:

'5.5.1 Recognition of Shop stewards

- (a) the Company recognises Shop stewards, elected in terms of the Union's constitution, to represent employees who are members of the Union within the Bargaining Unit and to make representation on their behalf, in accordance with the law and the terms of this agreement.
- (b) the company undertakes that no shop steward shall be victimised as a result of exercising his/her right as a shop steward in good faith and in pursuance of his/her duties as a

shop steward in accordance with this agreement, and neither will the company victimised any employee by virtue of his Union membership.

5.5.3 Rights and duties of shopstewards

(a)...

(b) The Parties accept that Shopstewards are employees bound by the Company's rules and regulations prevailing from time to time. Their rights should be exercised as laid down in this Agreement and any other agreement entered into by the Parties.' (Emphasis added)

[21] Telkom views the conduct of Mr Mashaba seriously as the allegations contained in the dossier tarnished its reputation. Mr Mashaba as an employee of Telkom had to comply with its policies. He showed no remorse whilst his conduct damaged the employment relationship irretrievably.

Legal principles in relation to automatically unfair dismissals

[22] In order to determine whether the dismissal was automatically unfair, one must establish the real reason for Mr Mashaba's dismissal. In terms of section 187(1)(d) and (h) of the LRA, a dismissal is automatically unfair if the employer, in dismissing the employee, acts contrary to section 5 or, if the reason for the dismissal is:

'(a)-(c) ...

(d) that the employee took action, or indicated an intention to take action, against the employer by –

(i) exercising any right conferred by this Act; or

(ii) participating in any proceedings in terms of this Act.'

(e)-(g) ...

- (h) a contravention of the Protected Disclosures Act, 2000, by the employer, on account of an employee having made a protected disclosure defined in that Act.'

[23] Ordinarily, where it is common cause that there was a dismissal, the employer bears the onus to prove that the dismissal was for a fair reason permitted in section 188 of the LRA. However, where an employee alleges that a dismissal was automatically unfair, it is incumbent upon that employee to demonstrate, *prima facie*, the said claim. In *Kroukam v SA Airlink (Pty) Ltd*,³ the LAC as per Davies AJA, as he was then, stated that:

'In my view, s 187 imposes an evidential burden upon the employees to produce evidence which is sufficient to raise a credible possibility that an automatically unfair dismissal has taken place. It then behoves the employer to prove to the contrary, that is to produce evidence to show that the reason for the dismissal did not fall within the circumstance envisaged in s 187 for constituting an automatically unfair dismissal.'

[24] When examining whether an automatically unfair reason was the "dominant" or "more likely" reason for the dismissal of the employee, the test is one of causation. Both factual and legal causation must be satisfied.⁴

Analysis

[25] Applying the test of factual causation (the 'but for' test) in this case, to succeed in his claim, Mr Mashaba must at least show that he was victimised for exercising any right to participate in the CWU's lawful activities in contravention of sections 4 and 5 of the LRA.⁵

[26] The courts have tritely recognised that the shop stewards do indeed enjoy some indemnity from discipline for the conduct ancillary to the exercise of

³ (2005) 26 ILJ 2153 (LAC) at para 28.

⁴ *SA Chemical Workers Union and others v Afrox Ltd* (1999) 20 ILJ 1718 (LAC) at para 32.

⁵ Section 4(2)(a) states that every member of a trade union has the right, subject to the constitution of that trade union to participate in its lawful activities. Section 5(1), on the other hand, states that no person may discriminate against an employee for exercising any right conferred by the LRA.

their functions as representatives of a union.⁶ Parallel to that is a stern warning that such a privilege must not be allowed to operate as a canopy or an excuse for conduct which ordinarily would justify dismissal.⁷ In essence, the right to take part in the affairs of the trade union must not be obstructed by too easily finding acts done for the purpose to be a justification for dismissal. As such, robust union activism is acceptable.

[27] The marks are easy to describe, but the channel between them is difficult to navigate, especially in borderline cases such as this one. In *NUM and Others v Black Mountain Mining (Pty) Ltd*⁸, referred by Telkom in its submissions, faced with the same challenge the court remarked as follows:

'It is, therefore, in the borderline situations (excluding obviously situations which involve violence, intimidation or racism) involving insolent or even disrespectful behaviour that it is left to the court or to the arbitrator to make a value judgment between what is considered to be tolerable conduct during negotiations (especially during a strike situation as in the present case) and what is not. In making this value judgment, all the circumstances of each particular case will have to be taken into account. This was recognised by the LAC in *Adcock* as follows:

"[17] It may be accepted that an employee enjoys greater leeway than normal when he acts as a negotiator. This flows from his dual capacity (as an employee and as negotiating representative). But it would be wrong to lay down that he has free rein to do or say whatever he wants. He remains an employee, and that relationship has to be taken into account as well."⁹

[28] Telkom's attorney, Mr Maserumule, submitted that Mr Mashaba was enjoined by the Recognition Agreement to exercise his rights as a shop steward in good faith. To respect fellow employees' dignity and treat them with respect as

⁶ *Kroukam supra* n 2; *Adcock Ingram Critical Care v CCMA and Others* [2001] 9 BLLR 979 (LAC); *BIFAWU and another v Mutual and Federal Insurance Company Ltd* [2006] 2 BLLR 118 (LAC); *CEPPWAWU and others v Metrofile (Pty) Ltd* [2004] 2 BLLR 103 (LAC); *NUM and others v Black Mountain Mining (Pty) Ltd* [2010] 3 BLLR 281 (LC); *Mondi Paper Co Ltd v Paper Printing Wood and Allied Workers Union and Another* (1994) 15 ILJ 778 (LAC).

⁷ *Adcock* at para 15; *v Black Mountain Mining* at paras 42 and 43.

⁸ [2010] 3 BLLR 281 (LC).

⁹ *Black Mountain Mining* at para 43.

required by the Business Code of Ethics. Where there are allegations of wrongful activities the Whistle Blowing Policy must be followed in bringing same to the attention of management or use PDA.

- [29] Mr Mashaba acknowledged that the contents of the dossier made defamatory statements against the employees named therein, who had not yet been given an opportunity to respond thereto, it simply is untenable that the Mr Mashaba can claim to have been acting as a shop steward when he distributed the dossier. Even if he was, he could not have been acting in good faith as required by the Recognition Agreement, so it further submitted on behalf of Telkom.
- [30] On the other hand, Mr Mashaba's counsel, Ms Mankge, submitted that the CWU, through Mr Lepheane, issued an instruction to him to distribute the dossier as part of his monthly report. The dossier and the suspension of one of its shopstewards, Mr Mothelo, were the issues that directly affected the members of CWU hence there was a need for engagement within the structures. The CWU took ownership of the dossier and in distributing it, Mr Mashaba was performing his functions as a union official.
- [31] I have perused the ruling by the chairperson of the disciplinary hearing and it is clear that he rejected Mr Mashaba's version of defence mainly on the basis that there was no evidence before him that the CWU had taken ownership of the dossier. As such, Mr Mashaba breached Telkom's rule in terms of the Business Code of Ethics.
- [32] In these proceedings, it is not in dispute that the CWU took ownership of the dossier. In fact, that happened on 3 December 2010, a day before Mr Mashaba circulated the dossier. By the time Mr Mashaba sent the email with various attachments, including the dossier, the dossier was the CWU organisational document as testified by Lepheane. Also, it was not disputed that the recipients of Mr Mashaba's email were persons within the organisational structures of the CWU and COSATU.

[33] In my view, Mr Mashaba was indeed exercising his trade union duties when he circulated the dossier to his fellow CWU and COSATU officials as part of the internal communication, particularly since a fellow shop steward, Mr Mothelo had been suspended for the very same dossier. The opening paragraph of Mr Mashaba's email is instructive:

'Comrades

This email serves as clarity or to inform the beloved progressive labour movement leadership of CWU National, Provincials and Gauteng locals about the critical issue which led to the immediate suspension of Tshwane Central Local Sector Coordinator Mr Thabang Mothelo. It appeared that his suspension emanated from the whistle blowing document attached. The document was also submitted by e-mail to Mr Ouma Rasethaba acting GCEO as Jeffrey Hedberg is on leave. There has been a telephonic discussion between Mrs Ouma Rasethaba and Mr Mothelo prior to the [sic] Mr Thabang Mothelo's suspension.'

[34] I am not, however, asserting that every such act is protected. In fact, I acknowledge that the contents of the dossier may have been defamatory against Telkom's senior executives as contended by Mr Maserumule. However, for the union activities to constitute a ground of dismissal which would not be automatically unfair, it must, at least, be shown that the manner in which they are carried out is such as to be in bad faith, or carried out for some other organisation or cause so as to remove them from the scope of what can properly be called trade union activities.

[35] However, given the context of this case (the seriousness of the allegations contained in the dossier, the CWU document, which had already been published by the media) the internal union communication could not have been injurious to Telkom. As correctly submitted by Ms Mankge, the CWU and members had an interest in the contents of the dossier and so, I would imagine, was COSATU. In fact, the CWU clearly took the dossier seriously and tabled it for discussion in a meeting with the then Minister of Communications, the late

Mr Roy Padayachie, held on 17 December 2017. In any event, even if the distribution of the dossier by Mr Mashaba was done in bad faith, Telkom's recourse could not have been against Mr Mashaba, but the CWU since it had taken ownership of the dossier.

[36] Nothing turns on the manner in which the trade union activities were carried out as that is immaterial to the decision as to whether they are in fact trade union activities, save in cases where, as stated above, it can be shown that the way in which they are carried out is such as to be in bad faith or carried out for some other organisation or cause so as to remove them from the scope of what can properly be called trade union activities. In this case the converse is true and for that reason the judgment in *Black Mountain Mining*, relied upon by Telkom, is distinguishable.

[37] In view of the above, Mr Mashaba successfully discharged the evidential burden by placing sufficient evidence to show that the dominant or more likely reason for his dismissal was consequent to the exercise of his duties as a shop steward of the CWU in contravention of section 4 and 5 of the LRA and as such automatically unfair in terms of section 187(1)(d) of the LRA. Put differently, it is clear that 'but for' exercising his union activities and distributing the dossier, Mr Mashaba would not have been dismissed.

[38] Given the findings that I have come to above, it is not necessary to deal with Mr Mashaba's alternative claim that his dismissal amounts to an occupational detriment in terms of PDA and therefore automatically unfair in terms of section 187(1)(h) of the LRA. In any event, this claim had been abandoned by Mr Mashaba in evidence.

Relief

[39] Mr Mashaba seeks retrospective reinstatement and compensation for loss of salaries and benefits for the periods of dismissal. On the other hand, Telkom submitted that the employment relationship it had with Mr Mashaba has been irretrievably damaged. Mr Mashaba showed no remorse.

[40] In *Equity Aviation Services (Pty) Ltd v Commission for Conciliation, Mediation and Arbitration and Others*,¹⁰ the Constitution Court reaffirmed reinstatement as 'the primary statutory remedy in unfair dismissal disputes...aimed at placing an employee in the position he or she would have been but for the unfair dismissal... by restoring the employment contract...The extent of retrospectivity is dependent upon the exercise of a discretion by the court or arbitrator. The only limitation in this regard is that the reinstatement cannot be fixed at a date earlier than the actual date of the dismissal. The court or arbitrator may thus decide the date from which the reinstatement will run, but may not order reinstatement from a date earlier than the date of dismissal.'

[41] The awarding of compensation over and above an order of reinstatement as sought by Mr Mashaba is impermissible. In *Equity Aviation*¹¹, the Constitutional Court stated further that '...the sum of money paid to an unfairly dismissed employee subsequent to an order of reinstatement with retrospective effect is not compensation as contemplated in section 193(1)(c) or section 194. The remedies in section 193(1)(a) are thus in the alternative and mutually exclusive.'

[42] Having found that Mr Mashaba's dismissal was automatically unfair, there are no compelling reasons proffered by Telkom to strip Mr Mashaba of the primary remedy reinstatement. I endorse the following pertinent sentiments expressed by the LAC in *Kroukam*¹² that:

'To accept an argument that reinstatement was an inappropriate remedy because of a broken working relationship would, in the circumstances of this case, work significantly to the prejudice of appellant who had been automatically unfairly dismissed. No compelling reasons, other than a broken relationship caused by factors which did not relate to appellant's proficiency as a pilot, were offered by respondent as to why this Court should not order reinstatement. In short, on the evidence, the working relationship had broken

¹⁰ [2008] ZACC 16; [2008] 12 BLLR 1129 (CC); 2009 (1) SA 390 (CC); (2008) 29 ILJ 2507 (CC); 2009 (2) BCLR 111 (CC) at para 36.

¹¹ *Supra*.

¹² *Supra* at para 41.

down because of activities of appellant which are statutorily protected in terms of section 187 of the Act; hence reinstatement was clearly an appropriate remedy in this case.'

[43] Regrettably, there has been a delay of almost 6 years in the finalising of this case, an issue that is not addressed in pleadings nor in evidence. However, from the perusal of the file, one gathers that at some stage Mr Mothelo was a co-applicant and on 19 February 2014, by agreement between the parties, Prinsloo J ordered a withdrawal of that application and that the applicants file a new statement of claim using the same case number. The statement of claim was delivered on 11 June 2014, with Mr Mashaba as the only applicant. On 17 February 2015, the parties appeared before Gush J for a pre-trial conference and were ordered to file a pre-trial minute by 27 February 2015. There was another set down for a pre-trial conference before Van Niekerk J on 12 November 2015. The matter was removed from the roll on 20 May 2016 and postponed by agreement between the parties on 2 March 2017.

[44] Clearly, the delays in this case cannot be blamed on the Court. In the absence of any submission as to which of the parties is responsible for the delays, the blame must be apportioned between the parties. However, Mr Mashaba must take more responsibility as *dominus litis*. He ought to have ensured that his claim is prosecuted expeditiously especially since he has been unemployed for the past 6 years or so.

[45] Having considered the above delays and the fact that Mr Mashaba has been out of employment for the past 6 years or so, I deem it just and equitable to order a reinstatement with a backdated period of 24 months from the date of this judgment.

Conclusion

[46] It follows that Mr Mashaba's dismissal is automatically unfair in terms of section 187(1)(d) of the LRA.

[47] A reinstatement with a backdated period of 24 months from the date of this judgment is accordingly a just and equitable order.

Costs

[48] In her order dated 9 February 2014, Prinsloo J ordered, *inter alia*, as per the agreement between the parties, that 'in the event that the applicants [Mr Mashaba] are successful in the proceedings, that parties agree that the applicants [Mr Mashaba] will only be entitled to the costs from the initiation of trial proceedings'. Clearly, the parties unreservedly accepted that costs would follow the result.

[49] In the circumstances, I make the following order:

Order

1. The dismissal of the Mr Mashaba on 21 September 2011 is declared to be automatically unfair in terms of section 187(1)(d) of the LRA.
2. Mr Mashaba is reinstated in his employment with Telkom with effect from 11 January 2016.
3. Telkom is ordered to pay the costs from the date of the initiation of these proceedings.

P. Nkutha-Nkontwana

Judge of the Labour Court of South Africa

Appearances

For the Applicant: Mr P Maserumule
Attorney from: Maserulule Attorneys
For the Respondents: Advocate TM Mangke
Instructed by: Ramphele Attorneys