



- (1) Reportable: Yes/NO
(2) Of interest to other Judges: Yes/No
(3) Revised

Signature

Date

19/Dec/25

THE LABOUR COURT OF SOUTH AFRICA, CAPE TOWN

Not Reportable

Case no: C385/2023

In the matter between:

SEPHIRI STOFFEL MAKHALE

Applicant

and

HOD : FREE STATE DEPARTMENT OF EDUCATION

First Respondent

THE EDUCATION LABOUR RELATIONS COUNCIL

Second Respondent

GERT VAN DER BERG N.O

Third Respondent

Heard: 17 September 2025

Delivered: 19 December 2025

Summary: Public service employment law – education labour relations council - jurisdiction point *in limine* – raised by first respondent, that second respondent lacked jurisdiction, applicant was dismissed by operation of law, in terms of section 14 (1) (a) of the Employment of Educators Act 76 of 1998, a deemed discharged – No dismissal as per Labour Relations Act 66 of 1995 (LRA) triggered. Purpose by applicant: to set aside order by third respondent, that second respondent lacked jurisdiction to determine the applicant's unfair dismissal dispute, no dismissal per LRA but deemed discharge per EEA. Even then rationality

of the first respondent would be challenged under section 158(1)(h) of LRA –powers to review decisions where State is employer.

JUDGMENT

GURA, AJ

Introduction

[1] The First Respondent's point of departure in relation to this point *in limine* it has raised, in a nutshell, is that the provisions of the Labour Relations Act¹ (LRA) have not at all been triggered, as the Applicant has not been dismissed, but has been deemed discharged. Thus, the Second Respondent still awaits the Applicant's address since 2021, under the auspices of the Employment of Educators Act² (EEA) particularly section 14(2) provision, in 2025.

[2] Section 14(2) of the EEA Provides that:

'If an educator who is deemed to have been discharged under paragraph (a) or (b) of subsection (1) at any time reports for duty, the employer may, on good cause shown and notwithstanding anything to the contrary contained in this Act, approve the reinstatement of the educator in the educator's former post or in any other post on such conditions relating to the period of the educator's absence from duty or otherwise as the employer may determine. . '

[3] Thus, the First Respondent's simple English and even during oral arguments by Advocate Nhlapo-Merabe, who represented the State Attorney's Office in Bloemfontein, on instructions by Mrs T. Moleko, confirmed same. That the Applicant never made any representations to the Head of Department, which is the Applicant's remedy, on a deemed discharge and further argued that the Applicant reported to a school of his preference and not where he was appointed; he was notified of same, however, still absconded. The Applicant

¹ Act 66 of 1995, as amended.

² Act 76 of 1998.

was represented by Advocate du Preez on the instructions of Kramer Weihmann.

Background

- [4] The Applicant placed on record that he was employed by the First Respondent as a Post Level 1 Educator at Seemahale Secondary School from October 2015, Botshabelo, Motheo District, where he was employed as a senior school mathematics teacher, teaching grades 8 to 10. In April 2019, the Applicant was transferred from Seemahale Secondary School to Senakangweni Secondary School, where he worked from 12 June 2019 to 8 March 2021. A decision was made to reduce the number of teaching staff at Senakangweni. The Principal, Mr Diphagoe, thus made a decision that the Applicant had to report back to Seemahale Secondary School, as that was the Applicant's school that he was registered at. When the Applicant reported back at Seemahale Secondary School, the Principal at the time, Mr Nkokoto, informed the Applicant that he would be transferred to Amohelang Primary School. The Applicant's case is that he was then unilaterally transferred from Seemahale Secondary School to Amohelang Primary School. The First Respondent argued same as material common cause and undisputed facts recorded these dates as 17 March 2021, transferred to Amohelang, and continued to report there until 29 April 2022. 8 June 2022, as per the First Respondent, the Applicant was instructed by senior management to report to Amohelang Primary School the following day, but did not do as instructed. The Applicant thus continued to be away from work without consent from the employer, for a continuous period in excess of 14 days.
- [5] Further, the Applicant argued that he was not allowed to sign a time register sheet during this time. The Applicant reiterated that it has always been his case that he tendered his services at Seemahale Secondary School, where he was officially appointed. The Applicant was refused entry to the Seemahale Secondary School, and his various enquiries to the First Respondent remained unanswered. The Third Respondent failed to take this into account, misconceived the nature of the enquiry and failed to determine the factual question of whether the Applicant tendered his services during the period in question. Thus, the Third Respondent's conclusion that the Second

Respondent lacks jurisdiction was wrong. The First Respondent's argument, being that the Applicant was not transferred back to Seemahale Secondary School, nor given permission to report back there. The Applicant has not made representations that would show cause why the First Respondent ought to reinstate him, as per the provisions of section 14 (2) of the EEA.

- [6] The Applicant's case further being that upon his arrival at Amohelang Primary School, he became aware of a 'cross transfer' between the two schools, involving him and another staff member, Mr Ntsane. Argued further that this cross-transfer was done without his prior knowledge or consent. Argued further that Applicant attended at the Free State Department of Education's HR Department to enquire about the cross-transfer and was informed that there were no records of any transfer and that, according to the online staff establishment system, the Applicant was registered at Seemahale Secondary School. The Applicant placed on record that he, on 28 April 2022, wrote a letter to the principal at Amohelang, Mr Khakhau, stating that he was going to report to Seemahale Secondary School, as this was the school at which the Applicant was registered. A decision which the Principal, Mr Khakhau, announced to all the staff members during a meeting and the Applicant thus accordingly started to report back to Seemahale Secondary School. It is the Applicant's further case that he then, accordingly, on 3 May 2022, reported back to Seemahale Secondary School, wherein he spoke to the new Principal, Ms Lekata, the latter informed the Applicant that she had spoken to his former principal, Mr Nkokoto, who stated to her that the Applicant had to report to Amohelang Primary School. Placed on record that Mr Nkokoto informed the security guards to deny the Applicant the opportunity to sign the time register when reporting for duty, and also the Applicant was refused entry to the premises.

- [7] The Applicant's case is that he then, on 6 May 2022, reported the matter to the Free State Department of Education's HR Department in person and telephonically to SADTU during May 2022, with no success. The Applicant also referred the matter to the Free State Department of Education's Labour Relations Department, where he was advised to refer the matter to the District Director, Mr D.S. Moloi. It is the Applicant's case that he sent an email to Mr

Moloi, but no response was received. The Applicant thereafter received a letter of Termination of Service from the Department of Education. The same was dated 11 November 2022 but was received by the Applicant only on 7 December 2022.

Point in *limine* raised by the First Respondent

- [8] The First Respondent, as a point of departure, placed on record that the issues to be determined by this court herein fall within the provisions of section 14(1) of the EEA. Thus, the provisions of the LRA are not engaged as there was no dismissal of the Applicant, which may fall within its ambit. Further, that even the referral of an alleged unfair dismissal was premature without the Applicant having exhausted the provisions of section 14(2)³ of the EEA. The First Respondent argued further that the Third Respondent does not generally have jurisdiction to entertain matters that fall within the ambit of section 14⁴ of the EEA. That the deemed discharge and any resultant decision taken by the First Respondent would have been a consideration that is within the jurisdiction of the Labour Court, under section 158(h)⁵, read together with section 1 of the Constitution⁶. The First Respondent submitted thus correct that the jurisdictional ruling by the Third Respondent that they lacked the requisite jurisdiction to entertain the matter was thus correct.

Parties' submissions

- [9] What is central to the issue concerns, as argued by the First Respondent, is the application of subsection (1) of section 14 of the EEA, which reads as follows :

'(1) An educator appointed in a permanent capacity who—

- (a) is absent from work for a period exceeding 14 consecutive days without permission of the employer;
- (b) ...

³ Abscondment that exceeds 14 consecutive days.

⁴ Head of Department.

⁵ Power of the Labour Court to review where the state is the employer.

⁶ Values of the Constitution.

(c) ...

(d) ...

Shall, unless the employer directs otherwise, be deemed to have been discharged from service on account of misconduct, in the circumstances where—

- (i) paragraph (a) or (b) is applicable, with effect from the day following immediately after the last day on which the educator was present at work...

Applicant's submissions

[10] The Applicant's argument is that the Third Respondent failed to embark on a factual enquiry to determine whether the jurisdictional requirements of section 14(1)(a) and (2) of the EEA were met. That Third Respondent never required any of the parties to lead evidence under oath, or in any other manner, which would have enabled the Third Respondent to determine the factual questions relevant to the matter.

[11] The Applicant argued that an arbitration award or jurisdictional ruling issued in the absence of evidence being presented or the parties agreeing to a stated case, constitutes a nullity. The Applicant proceeded to cite *Kgoale v Thaba Cheu Local Municipality and Others*⁷:

'In the absence of facts, in the form of evidence, being presented, what is there to evaluate? Nothing.'

[12] The Applicant quoted further the case of *SA Social Security Agency v National Education Health & Allied Workers Union on behalf of Punzi & Others*⁸, wherein the Labour Court held that :

'[5] I fail to comprehend how a dispute which hinges on the fairness of the conduct of an employer can be decided (in the absence of a stated case) without parties giving oral evidence. A decision made in such a

⁷ [2021] JOL 53305 (LC) at para 18.

⁸ (2015) 36 ILJ 2345 (LC).

way means that the Labour Court must answer all the following questions in the negative ...'

- [13] The Applicant quoted the Labour Appeal Court in *Arends & others v SA Local Government Bargaining Council & others*⁹ where it said the following:

[11] The decision of the representatives of the parties to limit themselves to providing the arbitrator with a verbal account of the background relevant to the conclusion of the collective agreement, as a basis for the parties arguing the matter without leading oral testimony, was ill-advised ...

...

[15] The appellants are to some extent the authors of their own misfortune. They placed the matter before the arbitrator as if there was a simple, single issue capable of resolution with the barest minimum of factual matter. Their approach was neither prudent nor correct. When parties desire to proceed without oral evidence in the form of a special case, it is imperative that there should be a written statement of the facts agreed by the parties, akin to a pleading. Otherwise, the presiding officer may not be in a position to answer the legal question put to him... The stated case must set out agreed facts, not assumptions.'

- [14] The Applicant further quoted *Solidarity and Another v Public Health and Welfare Sectoral Bargaining Council and Others*¹⁰, a matter which involves section 17 of the Public Service Act¹¹. The Supreme Court of Appeal held that the bargaining council did have jurisdiction to determine a matter in which the employer was not able to establish that the jurisdictional requirements of the "deeming provision" were met.

- [15] The court held that:

[15] It must follow that the Commissioner's conclusion and also the conclusions by the LC and LAC that the Council lacked jurisdiction cannot be sustained. Accordingly, the appeal must succeed. Counsel for the appellants urged upon us that in that event, given the time that

⁹ [2015] 1 BLLR 23 (LAC).

¹⁰ 2014 (5) SA 59 (SCA).

¹¹ Proclamation 103 of 1994, as amended.

has elapsed, we should order the employee's reinstatement. I do not believe that we can accede to counsel's request. The effect of the Council's order was to dismiss the employee's claim (that he had been unfairly dismissed) for want of jurisdiction. Having taken the view that it lacked jurisdiction — erroneously as it now turns out — the council did not enter into the merits. Nor could it. (See *Makhanya v University of Zululand* 2010 (1) SA 62 (SCA) ([2009] 4 All SA 146; [2009] 8 BLLR 721).) That it must now do. The matter must thus be remitted to it.'

- [16] The Applicant quoted from *Nkabinde v Public Health Social Development Sectoral Bargaining Council & others*¹² wherein the Court held that:

'[23] Where, on the other hand, the employer erroneously regards employment as having been terminated in terms of s 17(3)(a)(i) when the jurisdictional requirements have not been met, the employment relationship obviously does not terminate *ex lege*. Instead, it is effectively terminated (brought to an end) by the employer's refusal to pay the employee. This was articulated as follows by Murphy AJA in his minority LAC judgment in *Solidarity*, which carried the day in the SCA:

"Effectively, by terminating the payment of remuneration to the second appellant, albeit on the incorrect categorization of his conduct as a deemed discharge, the third respondent refused the implicit tender of his available services and terminated the contract."

First Respondent's submissions

- [17] The First Respondent argued that the facts in *Mogola and Another v Head of Department: Department of Education* NO¹³ (*Mogola*) are similar to this case, where in *Mogola*, the Labour Court emphasised that:

'...it is now trite that termination of employment in terms of section (14)(1) of the EEA does not amount to a dismissal as envisaged under section 186 read with section 191 of the Labour Relations Act (the "LRA").'

¹² (2025) 46 ILJ 173 (LC).

¹³ [2012] 6 BLLR 584 (LC) at para 28.

[18] The First Respondent argued that *Mogola* was also discharged from service in terms of section 14(1)(a); however, he had made representation in terms of section 14(2). The bargaining council, in a ruling dated 6 July 2010, found that it did not have the jurisdiction to entertain the dispute as a termination was by operation of law.¹⁴ The Court therein further reasoned that the jurisdiction of the court in matters involving section 14 of the EEA is founded in the provisions of section 158 (1)(h) of the LRA, read together with section 1 of the Constitution, on the principles of legality.¹⁵

[19] The First Respondent argued, and same is common cause, that the Third Respondent, in paragraph 14 of the arbitration ruling, observes the above principle in his analysis by stating that :

‘14. As the information was given by both parties as a preliminary issue, I was not able to make an ex tempore decision, and therefore, I will make a jurisdictional ruling in writing. I must therefore decide whether the ELRC has jurisdiction to deal with this dispute during arbitration. I must first decide whether the applicant's dismissal is a deemed dismissal or a dismissal as envisioned by section 186 (1) of the Labour Relations Act as amended. According to the Education Labour Relations Council dated 26 May 2021 and part C about Dispute Resolution Procedures in clause 17.8 it states: 'If at any stage during arbitration proceedings it becomes apparent that there is a jurisdictional issue that had not been determine, the panelist must require the referring party to prove that the Council has the necessary jurisdiction to resolve the dispute through arbitration.'

[20] Paragraphs 15 and 16 of the award, the First Respondent argued, are evidence that the Third Respondent proceeded to embark on this exercise and correctly determined that all the jurisdictional requirements of section 14(1) have been met, and what was referred to the Second Respondent was in actual fact a deemed discharge and not a dismissal under the LRA. That the statute does not afford the Second Respondent any jurisdiction to entertain matters of deemed discharge by operation of law, based on the principle of legality. Even

¹⁴ Ibid at para 20.

¹⁵ Ibid at para 33.

if the Third Respondent had embarked on an exercise complained of by the Applicant, it lacks jurisdiction to entertain any matter under the EEA.

[21] The First Respondent argued in their heads of argument that it is undisputed that the Applicant was transferred to Amohelang Primary School. I proceed to quote Third Respondent's arbitration award, which reads :

6. The principal of Amohelang Primary School sent a letter under the heading 'abscondment ' to the applicant on 20 July 2022 stating to the applicant that:" It has come to my attention that you have not reported for duty since our meeting with the District Officials on the 07 June 2022 as you were instructed to report to the school the following day. You have now exceeded fourteen (14) days without reporting. This is regarded as abscondment according to the Employment Educators Act 1998 (Act 76 of 1998). If there is any report, I am left with no option but to recommend abscondment '.The applicant received the letter and did not report until he received a letter from Head Office that he was dismissed.
7. The termination of service was signed on 07 November 2022 but he only according to him received it on 07 December 2022. He responded in writing on 09 December 2022. His services were terminated in terms of section 14 (1) (a) of the Employment of Educators Act 1998 (No 76 of 1998)... He was further notified that he has the right to refer the matter within 30 days from receipt of this letter to the Director: ER & PM in Bloemfontein.'

[22] In *Phenithi v Minister of Education & others*¹⁶, Mpati DP (as he then was), faced with a more similar situation, held that:

'The upshot of all this, in my view, is that it may still be open to the appellant to attempt reinstatement by showing good cause why she should be reinstated in terms of s14(2).'

¹⁶ (2006) 27 ILJ 477 (SCA) at para 29.

- [23] The Supreme Court of Appeal in *Minister of Defence and Military Veterans and Another v Mamasedi*¹⁷ reiterated that:

'It has been held by this court, dealing with similar provisions in other employment-related legislation, that dismissal follows absence in excess of the prescribed period by operation of law, consequently no decision is taken to dismiss the employee that is susceptible to review, but that thereafter a decision may be taken to reverse a dismissal if good cause for doing so is shown.'

- [24] The First Respondent placed on record that, till this day, the Applicant is yet to trigger the provisions of section 14(2) of the EEA, which may complete his cause of action in challenging any decision that is to be made by the First Respondent. There is thus no dismissal to invoke the jurisdiction of any Court.

- [25] The Constitutional Court in the matter of *Gcaba v Minister for Safety and Security and Others*¹⁸, in the context of the court's jurisdiction being challenged, Justice van der Westhuizen, who wrote the unanimous judgment of the Court, found as follows :

'...[T]he applicant's pleadings are the determining factor. They contain the legal basis of the claim under which the applicant has chosen to invoke the court's competence.'

- [26] I turn now to consider the applicant's referral.

Applicant's referral

- [27] The Applicant, in his referral, being an alleged unfair dismissal as per the First Respondent, seeks the relief of reinstatement and compensation.

- [28] This Court thus examines the Applicant's referral for arbitration, at which, in paragraph 3, the Applicant ticks the block for '*Alleged Unfair Dismissal*'.

- [29] Given the importance of the referral with respect to the question of jurisdiction, it is necessary to reproduce it herein:

¹⁷ 2018 (2) SA 305 (SCA) at para 3.

¹⁸ (2010) 31 ILJ 296 (CC) at para 75.

- ...
- 3(c) Reason for dismissal unknown -spoke to Director Labour Relations 11 Jan 2023, said will revert, no feedback
- ...

6. RELIEF SOUGHT: Reinstatement plus compensation.

7. SPECIAL FEATURES /ADDITIONAL INFORMATION

...

(b) Special Features

Briefly outline any special features that the ELRC needs to note
: No feedback from Director Labour Relations on 11 Jan 2023,
no reason for dismissal.

PART B

...

2 NOTICE OF DISMISSAL

Please give date of your dismissal : 11/ 1/2023

3 DISCIPLINARY HEARING: NO REASON FOR DISMISSAL:
UNKNOWN

...

5 FAIRNESS /UNFAIRNESS OF DISMISSAL

(a) Procedural Fairness=No Procedures

(b) Substantive Issues =No Reason.'

[30] Attached to the Applicant's referral form, I see two certificates of indisposition. One is from Motheo Pharmacy from 24 May 2021 to 25 May 2021. The second certificate is from Dr L E Kodisang, consultation having taken place on 25 August 2021, in terms of which the Applicant was booked off until 31 August

2021. Mr Khakhau confirms receipt of Abscondment Letter and that same has been referred to the HOD Office, as per Human Resource Molehe MB.

- [31] Of utmost importance is page 36 of the award, containing the Applicant's response to the termination of services:

'... I have never been appointed at Amohelang Primary School by the Department of Education

I have raised and discussed my decision to stop reporting at Amohelang Primary School with the SMT of the school before leaving the School...

I have been denied to report on duty at Seemahale School from 3 May 2022 where I am still appointed by the Department of Education

I have also brought this matter to the Motheo District Director for intervention and I have noticed that my demand will never be met if I CONTINUE TO REPORT AT Amohelang Primary School.

- [32] Page 35 of the award referral form attachment is a termination of service in terms of section 14 (1) (a) of the EEA document, which provides that '*... If you are not satisfied, you have the right to refer the matter to the Director Labour Relations ... WITHIN 30 DAYS FROM THE RECEIPT OF THIS LETTER. Signed by Adv Malakoane SG EDUCATION, on 7 November 2022.*'

- [33] This letter is dated 7 December 2022, and was received by the Applicant on even date, thus the 30-day period expired on 7 January 2023.

- [34] Thus, the First Respondent's Counsel's argument that, to date, the Director still awaits the Applicant to come and make representations is thus unfounded. The First Respondent acknowledged during argument that yes, indeed, the Applicant did report for duty, but at a school of his own choice. The Applicant's argument being that he reported and or wanted to report to the school he was appointed at and registered at, being Seemahale Secondary School and not Amohelang, which, as per the Applicant's argument, he was unlawfully and unilaterally moved to.

[35] The Pre-Arbitration Minute confirm, as per the Applicant, that:

'8 EVIDENCE ON AFFIDAVIT

8.1 None. Page 24 of the Paginated Bundle evidences Personnel Administrative Measures (PAM), 2016 -Annexure A2), that indeed Applicant was appointed for SEEMAHALE SECONDARY SCHOOL, SUPERVISOR BEING MS MBOTHO. Nowhere in these proceedings has the First Respondent nor at the sitting of Second and Third Respondent mention of Ms Mbotho nor her input. On Page 36 of the Applicant's RESPONSE TO THE TERMINATION he writes: '...I have never been appointed at Amohelang Primary School by the Department of Education ...I have raised my decision to stop reporting at Amohelang Primary School with my SMT of the School before leaving the School...I have been denied to report on duty at Seemahale School from 3 May 2022 where I am still appointed by the Department of Education ...I have also brought the matter to the Motheo District Director for intervention and I have noticed that my demand will never be met If I continue to report at Amohelang Primary School".'

The law

[36] In *SA Broadcasting Corporation v Commission for Conciliation, Mediation & Arbitration & others*¹⁹, the Labour Court held that desertion (or absconding) constitutes a breach of employment contract by repudiation of the contract. Repudiation does not bring about the termination of the contract .It simply entitles the innocent party (the employer in this instance) to acknowledge the repudiation and then to accept it. By electing to accept the repudiation , the contract terminates , but this is a juridical act of the employer. When the employer terminates the contract in this way , the termination amounts to a dismissal , and section 188 applies. The dismissal must therefore comply with the requirements of substantive and procedural fairness (par 492-493 of the judgment).

¹⁹ (2001) 22 ILJ 487 (LC).

[37] In the Labour Court judgment of *SAMWU v Dyasi*²⁰, the court held that the dismissal of a deserting employee was procedurally unfair, because the employee was not afforded a disciplinary inquiry prior to the dismissal. In this case the whereabouts of the employee were known to the employer. Concerning a deserting employee who cannot be traced, the Labour Court (albeit in obiter) opined as follows:

'When the employee deserts and cannot be traced, the employer has no practical choice other than to accept the repudiation. Where there is no real choice, it can probably be argued that the employer did not terminate the contract.'

[38] Since the termination of employment is not based on the employer's decision, there is no dismissal and the employee is thus not entitled to a disciplinary enquiry. The termination of employment is also not subject to judicial review, since no discretion is exercised by a public authority. However, if one is to interpret the phrase "*unless the employer directs otherwise*" in section 14(1) to mean that a discretion is introduced, then the judicial review process ought to be open for the employee. In all other circumstances, the termination of employment takes place automatically, by the operation of law.²¹

[39] It is an objective question whether the requirements of the statutory provision are satisfied. If a factual dispute arises in relation to the objective jurisdictional facts, then such a dispute is justiciable by a court of law. In *HOSPERSA and Another v MEC for Health*²², the Labour Court expressed concern about these provisions, and the court referred to the 'draconian procedure'²³. It was the court's view that reliance on the applicable disciplinary code was a less restrictive method of achieving the same objective of enquiring into and remedying an employee's absence from work, and that the sections must be invoked sparingly, and particularly where the employer has no other alternative.

²⁰ 2001 7 BLLR 731 LAC 735

²¹ See: *Mahlangu v Minister of Sport and Recreation* [2010] 5 BLLR 551 (LC) at para 14.

²² [2003] 12 BLLR 1242 (LC).

²³ Ibid at 1249E.

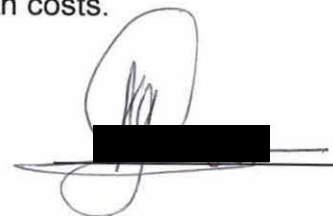
For example, where the Respondent was unaware of the whereabouts of the employee, or could not contact her or him.²⁴ These were *obiter* remarks, and the South African courts continue to give effect to these provisions.²⁵

[40] The jurisprudence above is to the effect that the Third Respondent was to have heard evidence to make a determination if the jurisdictional requirements for the deeming provision existed and if the Applicant was, in fact, dismissed by operation of law. Moreover, the Respondents knew of the Applicant's whereabouts. Respondents argued that Applicant did report for duty, however, at a school of his own choice. The common cause being that Applicant reported at the school he was appointed at, albeit being refused to sign a register. Representations had been made by the Applicant to the First Respondent's representatives, who are to have escalated the same, to the ultimate relevant HOD: Free State Department of Education. Moreover, the 30 day period long lapsed. Thereby, the First Respondent's point in limine is dismissed. Applicant's case is not at all premature before this Court.

[41] In the premises, the following order is made:

Order

1. The First Respondent's point in limine is dismissed with costs.



L Gura

Acting Judge of the Labour Court of South Africa

²⁴ Ibid at 1249 F-G.

²⁵ A. van der Walt, D. Abrahams & T. Qotoyi, "Regulating the Termination of Employment of Absconding Employees in the Public Sector and Public Education in South Africa: A Preliminary View", *Obiter*, 37(1) (2016) 140–146,

Appearances:

For the applicant: T. Du Preez

Instructed by: Kramer Weihmann Attorneys

For the first respondent: Adv. K Nhlapo-Merabe

Instructed by: State Attorney - Bloemfontein

LABOUR COURT