



- (1) Reportable: Yes
(2) Of interest to other Judges: Yes

Signature

31 August 2026

Date

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

Case : JS 496/2021

In the matter between:

**NATIONAL UNION OF
METALWORKERS OF SOUTH
AFRICA obo L LEBESE & 6 OTHERS**

Applicant/Plaintiff

and

**SODEXO SOUTHERN AFRICA (PTY)
LTD**

Respondent/Defendant

Summary: (Dismissal for operational reasons – Court not having jurisdiction over procedural fairness of dismissal - dismissal substantively unfair – Section 189(7)(b) of the LRA – ILO Recommendation 166 - employer failing to show that LIFO with horizontal bumping would have caused material disruption to operations – reinstatement not reasonably practicable – compensation awarded)

JUDGMENT

LAGRANGE J

Introduction

- [1] This matter originally concerned the alleged substantively and procedurally unfair retrenchment of certain members of the union, NUMSA by the respondent ('Sodexo') in 2021. NUMSA is the applicant and is acting on behalf of the members concerned.
- [2] Evidence for the employer was given by Ms A Makhubela ('Makhubela'), the HR manager, and the employer's attorney Mr K McAdam ('McAdam'), who had represented the employer during retrenchment consultations. Evidence for the applicants was given by Mr S Mabasa ('Mabasa'), a union organizer attached to NUMSA's head office, and Mr S Sibiya ('Sibiya'), one of the retrenched employees.

The union's locus standi to represent the employees

- [3] At the commencement of the trial proceedings, the employer raised an *in limine* objection to the union's locus standi to represent the individual members. It was contended that because the type of work in which the individual members were engaged allegedly made them ineligible to be union members in terms of the membership provisions of the union's constitution that the union could not represent them in these proceedings. After hearing the argument, the objection was dismissed, and the trial proceeded. The following reasons were given *ex tempore* for the ruling.
- [4] Essentially, the objection was dismissed on the basis that the union was entitled to represent its members in these proceedings following the authority of the Labour Appeal Court decision in *MacDonald's Transport Upington (Pty) Ltd v Association of Mineworkers & Construction Union & others* (2016) 37 ILJ 2593 (LAC), in which it held that when it came to the question of a union representing employees, the union membership status of those employees was a matter between the union and the individuals and the employer had no legal right to challenge their membership status¹. The LAC matter is distinguishable from the situation the Constitutional Court in the case of *National Union of Metalworkers of SA v Lufil*

¹ At paragraphs [39] to [44].

Packaging (Isithebe) (A Division of Bidvest Paperplus (Pty) Ltd) & others (2020) 41 ILJ 1846 (CC) on which the employer relied. *Lufil* concerned the union's entitlement to organisational rights under Chapter III of the Labour Relations Act, 66 of 1995 ('the LRA'), in which the union membership status of employees was central to the determination of whether organisational rights should be awarded to the union.

Second Jurisdictional Issue: Section 189A status of the retrenchments

- [5] The pleaded case is that the retrenchments were both procedurally and substantively unfair. During the hearing of evidence, the court raised the question whether the dispute fell under the ambit of s 189A as a so-called 'large-scale' retrenchment. As the leading of evidence was at an advanced stage, the parties were invited to file affidavits and written submissions on this question, to be decided after the oral evidence had been concluded. By agreement, an interlocutory order to this effect was issued on 2 November 2023.
- [6] On 28 June 2024 an interlocutory ruling, with reasons, was issued. The ruling determined that the retrenchments fell within the ambit of section 189A, and accordingly, the applicants could not pursue a claim of procedural fairness.
- [7] Accordingly, this judgment only deals with the substantive fairness of the dismissals.

Background events leading to the retrenchments

- [8] To contextualise the dispute, a brief background of events is useful
- [9] The employer, a multinational company, is in the business of facility management. One of its clients was Procter & Gamble ('P&G'), another multinational. The employer had been providing staff to perform various functions in different departments of P&G, such as catering and cleaning for approximately ten years.
- [10] In April 2018, Sodexo engaged a number of new staff, including the applicants, to perform functions in so-called 'end of line' (EOL) operations of P&G. They were recruited to perform this work because of an extension

of the type of services the employer provided to P&G, namely EOL functions. Before they were assigned to perform their duties at P&G, they spent a couple of months working for Sodexo, after which they started working at P&G, where they received training to enable them to perform their EOL roles. The applicants were allocated work in the EOL splicing department of P&G from August 2018 where they received further training of two or three weeks according to MA.

- [11] The majority of fixed-term contract employees and permanent employees assigned to work in EOL services of P&G were employed by Sodexo *after* the applicants were employed. According to Mabaso, about 90 % of those employed after the group employed in April 2018, were general workers. He was not challenged on this estimate.
- [12] Towards the end of September 2020, P&G gave notice to the employer to terminate the contract under which staff were engaged in the splicing department as P&G was going to perform that work in-house. The contract would terminate on 22 October 2020. Once work in the splicing department ended, the employees who had been working there were assigned to other work, filling in for absentee employees, to keep them busy as they were still being paid while the consultation process with the union was supposed to be taking place.
- [13] Makhubela claimed the union had been sent a Section 189A notice on 18 September 2020. She found support for this in a reference to such a letter contained in the letter from the firm's attorneys on 25 November 2020, in which it confirmed the withdrawal of the CCMA referral and invited the union to consultations under s 189A of the LRA.
- [14] On 1 October 2020, the employer issued workers engaged in the splicing department of P&G with a notice entitled "In Compliance With Sections 189 And 189A Of The Labor Relations Act". It notified them of the termination of the splicing function at P&G which would take effect on 22 October 2020. It further advised that it contemplated retrenchments as a result of that decision. It identified three measures it considered as alternatives before proposing dismissal:

"[a] The company will endeavour to redeploy your services to other business units subject to the availability of suitable vacancies.

[b] Appointment to the alternative positions will be based on the candidate meeting the minimum competency requirements of the position.

[c] The company will however consider any proposals received from you as an alternative to the proposed retrenchment. You are required to consider alternatives and submit same at the follow up meeting as scheduled below."

- [15] The notice identified 16 employees who were likely to be affected by any possible retrenchment. These were all the Sodexo employees engaged in the splicing department. The notice envisaged that any retrenchments would take place within 60 days and the recipients were invited to attend a facilitation session at the CCMA. The employees contacted the union via their shop stewards. Mabasa advised them that the notice should have been issued to the union in terms of section 189 of the LRA.
- [16] As mentioned, Makhubela claimed that firm had notified the union at the end of September, but Mabasa denied having received such a notice and claimed he had queried the company's failure to address the notice to the union in an e-mail, but did not receive a response. Subsequently, he attended the s 189A facilitation meeting scheduled held on 17 November 2020. He testified that he had raised the failure of the firm to notify the union with the CCMA commissioner and this led to the firm withdrawing the section 189A referral. McAdam testified that the firm was of the view that because notices had been given to the applicants, which included shop stewards, the union had received the notice at that time. Nevertheless, the withdrawal was confirmed in a letter from the firm's attorneys on 25 November 2020, which also advised that the attorneys had been instructed to invite the union to consult with it under section 189A of the LRA.
- [17] The first consultation meeting was scheduled for 4 December 25 November, but was postponed at the employer's request to 11 December. At that meeting, the union made a number of proposals. It proposed increasing any severance pay at four weeks' pay per year of service and treating any period of service of six months or more as a year. As an

alternative to retrenching the employees in the splicing section, it was proposed that LIFO should be applied across the board to all employees of Sodexo working for P&G. Further, it was suggested that fixed-term contract employees should be retrenched before permanent employees were retrenched. In this regard, the union asked for a list of the 147 permanent employees and the 36 casual, or fixed term employees. The lists were provided.

- [18] Makhubela agreed that the majority of both categories of employees who were assigned to work at P&G were employed after 2018. A meeting scheduled near the end of December 2018 did not take place owing to the employer's representative needing to obtain a mandate.
- [19] Makhubela testified that the firm conveyed to the union that it could not replace fixed term contract employees with permanent employees, because the fixed term contracts were due to expire. Other permanent employees were performing different EOL services. The applicants were selected for retrenchment on the basis that they worked in the splicing section, and P&G no longer required their services following the termination of Sodexo's contract with P&G to supply workers for that department. For this reason, the firm regarded LIFO as 'irrelevant'. McAdam also testified that the 'scope of the retrenchment was narrow'. It was confined to employees in the splicing department, which had nothing to do with the rest of the employees working at P&G.
- [20] Makhubela testified that three months after the applicants' retrenchment, there were no longer any fixed-term contract working at P&G because P&G terminated all the remaining EOL services which Sodexo's staff had fulfilled. She also testified that within two years of the dismissal Sodexo's contracts with P&G were terminated and a new firm replaced Sodexo as a provider of labour services.
- [21] The next meeting that took place was at 09h00 on Friday 29 January 2021. At 19h55 the previous evening the company sent the union a draft settlement agreement. Essentially, the agreement differed from the company's original wishes by increasing the severance pay to two weeks' pay per year of service. The effective date of termination was stipulated

as 1 February 2021, but with payment of notice pay. McAdam said he told Mabasa that they had reached a point where either the company would issue notices of retrenchment or the parties should conclude the settlement agreement.

- [22] There is some controversy about what transpired at the meeting that Friday morning. Makhubela said that they asked the union to revert to the firm by close of business that day. She did not concede that Mabasa said he needed to obtain a mandate from his members, but only that he said he needed to 'hear from' his members. Makhubela testified that the company was anxious to wrap the process up, otherwise the firm would have to continue to employ the applicants while the consultations carried on. As far as the firm was concerned, consultations had gone on long enough. When there was no response received from NUMSA by the end of that day, the applicants' services were terminated by SMSs sent on 30 January 2021.
- [23] Mabasa testified that he requested to be given an opportunity to meet with the applicants on Saturday 30 January and revert to the company by Monday 1 February 2021.
- [24] Makhubela claimed the applicants could not be placed in other P&G departments because they had always worked in the splicing section. She could not demonstrate that the applicants' contracts of employment were any different from the other EOL general workers employed by Sodexo. She also testified that the splicing department workers could not be placed in the shoes of fixed term contract employees as their services were coming to an end too. She could not give an exact date when that happened, but said there were no fixed term contract employees by the end of 2021. There was no evidence led to suggest the other permanent Sodexo staff at P&G had their services terminated at any stage.
- [25] Both Makhubela and McAdam testified that a couple of years later Sodexo's remaining contracts with P&G were transferred to another labour service provider and there was no longer any connection between Sodexo and P&G.

- [26] Apart from splicing, the other Sodexo workers assigned to EOL work were working in packing and waste departments of P&G. Makhubela disputed the suggestion that if the employer had engaged with the union more, other alternatives to retrenching the applicants could have been found. Her response was that other employees at P&G were not working in the splicing section. When asked if other EOL general workers who were employed *after* the applicants could have been considered for retrenchment instead, she gave the same response.
- [27] Another area of controversy was SMS messages sent to the applicants notifying them of their termination. Makhubela thought they were sent out on Sunday 31 January 2021, but the applicants maintained that they received them before the union could obtain a mandate from them on the settlement agreement proposal. However, in the union's statement of claim it was alleged that the union only heard of the SMS's sent to members on Monday, 1 February 2021 and not before FM could meet with workers on Saturday 30 January.
- [28] The crux of the dispute before the court concerns the fairness of the selection of retrenchees. In the evidence of both Makhubela and McAdam they both stressed that the basis of the selection was dictated by the redundancy of the whole compliment of staff working in the splicing department caused by the termination of the contract to supply staff for that department. As McAdam put it, it was an operational decision based on the splicing decision which had nothing to do with rest of the P&G work done by Sodexo. This made the scope of the retrenchment narrow. Sodexo saw the scope of the retrenchment exercise as coinciding with and confined to the work area where the redundancy arose.
- [29] In answer to the union's suggestion that the splicing staff could have taken the positions of other Sodexo employees performing work at P&G, the response was two-fold: the splicing staff were unsuited to other general work because they had become specialized and they could not place permanent staff in fixed-term contract positions which were due to terminate in a few months.

- [30] As far as the consultation process went, it was limited and the parties might have benefitted from more engagement. Be that as it may the narrow dispute here concerns the selection criteria adopted.

Contesting versions on the substantive fairness of the dismissals

NUMSA's submissions

- [31] NUMSA argued that the retrenchment was substantively unfair on the grounds that dismissal was not a measure of last resort, the selection criteria were impermissibly narrow, and a genuine operational rationale across the business did not exist.
- [32] Relying on *NUM v Black Mountain Mining (Pty) Ltd*, the union argued that retrenchment must be an operational last resort. The employer failed to establish a justifiable rationale for refusing to terminate fixed term contract employees before dismissing permanent employees or should have applied LIFO to select candidates for retrenchment from across the entire Sodexo workforce engaged at P&G, which comprised both fixed term contract employees and permanent employees.
- [33] The union contended that restricting selection strictly to the splicing department was arbitrary. The splicing employees were originally designated as end-of-line general workers and had the ability to do that type of work. NUMSA proposed applying LIFO company-wide or across general workers, which Sodexo rejected without valid operational justification.
- [34] NUMSA pointed out that employee list disclosed by Sodexo, proved that the business engaged 36 casual employees and 147 permanent employees, including junior permanent workers employed *after* the applicants in 2018 who were retained. This was not disputed.
- [35] The individual applicants relied on the concession made by Makhubela during cross-examination that Sodexo's broader service contract with P&G continued after their own dismissals, and other general workers (both permanent and fixed-term) continued performing work on the same client site after the applicants were retrenched.

- [36] The union relied on the testimony of Sibiya and the initial employment records which demonstrated that the workers were recruited as general workers, contradicting the employer's claim of specialized, non-transferable roles.

Sodexo's argument

- [37] Sodexo contended that the retrenchments were fully operationally justified, rational, and substantively fair.
- [38] The operational requirement was directly precipitated by P&G terminating the splicing service contract to insource the function, entirely eliminating the splicing department.
- [39] Citing *Yeko v Red Mining South Deep (Pty) Ltd*, Sodexo argued that splicing department staff had acquired distinct operational skills involving specific machinery, forklifts, and specialized equipment. Consequently, they were not interchangeable with general end-of-line workers in other departments, making cross-departmental LIFO inappropriate and unworkable.
- [40] The employer heavily relied on the cross-examination and re-examination of NUMSA's own witness, Mr. Sibiya, who conceded under oath that he was strictly employed in the splicing department and could not perform work in other departments. As mentioned elsewhere, he also testified that he was initially trained as an EOL general worker, so his testimony in this regard is equivocal.
- [41] Sodexo argued that fixed-term employees could not simply be substituted with permanent splicing staff. Furthermore, the company demonstrated that all fixed-term contracts at the P&G site were allowed to lapse without renewal, meaning no temporary workers remained at the site by the end of 2021.
- [42] Sodexo argued it genuinely considered the union's input, which it demonstrated by it amending its offering by enhancing the severance package in the draft settlement agreement. Because the business could not absorb the wage cost of an obsolete department into yet another payroll month, that is February 202, while discussions were going

nowhere, retrenching the redundant unit was an operationally rational decision.

Evaluation

- [43] The unilateral termination of Sodexo's contract with P&G to supply workers to work in its splicing operation meant, on any calculation, that the total complement of Sodexo staff required by P&G had fallen by the number employed in that section. NUMSA did not dispute the general need to reduce the complement of Sodexo employees working for Sodexo on account of P&G's termination of the labour contract connected with the splicing department.
- [44] Where the parties differ, is whether it was fair to simply retrench those whose work at P&G had come to an end, or whether Sodexo should first retrench other workers engaged in P&G work who were employed by Sodexo after the group engaged in splicing work.
- [45] The thrust of the union's proposals was that fixed-contract employees of Sodexo working as general workers at P&G, more particularly those who had been employed after those working in the splicing department, should have been the first selected for retrenchment and the workers engaged in the splicing department could take their place. Such a selection would also satisfy LIFO as a selection criterion. More broadly, NUMSA had proposed that permanent Sodexo workers in other departments with shorter service than the permanent workers in the splicing department should be replaced by the splicing department employees. Although the term was not used, the union was effectively referring to LIFO across the board, which would entail 'bumping' out employees in other departments.
- [46] Sodexo rejected this on the basis that the workers in the splicing department had become specialised and could not perform general worker tasks. Sodexo insisted that the redundancy did not affect other Sodexo employee who were working in other departments of P&G and there was no reason to include them in the pool of affected employees. In effect it took the view that the department in which redundancy arose also circumscribed the scope of any retrenchment discussions. On the question

of the substitutability of the splicing workers for other Sodexo workers performing general work, Sodexo argued that the situation was analogous to that in *Yeko v Red Mining South Deep (Pty) Ltd*². In support of its argument, it cited the following extract from the judgment:

'[20]...Red Mining was faced with operational requirements (loss of business), which justifies the fairness of the dismissal of Yeko and others. It can only justify the dismissal of Yeko using those operational requirements. There was nothing that would have saved the dismissal of Yeko. The rail contract ended, inevitably, the employment of Yeko had to end.

'[21] With regard to the selection of Yeko and application of LIFO, the contention of Red Mining is that the employees that Yeko compares himself with were employed in another shaft, which was unrelated to the rail contract. That project required different skills and at the time of the dismissal of Yeko, there were no vacancies in that project. It would not have been possible to apply LIFO in respect of the rail contract because everyone was terminated. Yeko was employed in that contract and not the other contract that required mining skills as opposed to engineering skills'

- [47] In this case however, as NUMSA pointed out, the workers assigned to splicing work were originally engaged as general workers and performed general work from their employment in April 2018 until they were assigned to work in the splicing department in August that year. Moreover, in the period following the termination of the splicing work in October 2020, they were used to fill in for other workers who were absent until their retrenchment at the end of January 2021.
- [48] Sodexo argued that the evidence of Sibiya, who was one of the workers in the splicing department who was retrenched, supported its version that he could not do other work in other departments. Sibiya even testified that he worked in the splicing department from November 2020 until he was retrenched in January 2021. However, that simply could not have been possible because all Sodexo workers in the splicing department ceased working there on 22 October 2020 in accordance with the termination of

² (JS 633/18) [2022] ZAGPJHC 74 (25 March 2022)

P&G contract with Sodexo. Later when he was asked about testimony that from April to August 2018, he was not in the splicing department, he said that was true. Earlier under re-examination he confirmed that he started in April 2018 and was underwent training as an EOL general worker before moving to the splicing department in late 2018.

- [49] In any event, it appears to have been common cause that most, if not all, of the workers who were working in the splicing department began working at P&G and were trained as general workers in EOL tasks, before being moved to the splicing department to perform more specialised work. Moreover, there was no dispute that the sixteen affected employees who had worked in splicing were used, after their removal from the splicing department, as replacements for workers in other departments who were absent for one reason or another.
- [50] In Yeko's case, the alternative jobs were ones that specifically required mining skills which he did not have. In this case, the affected employees had done general work before and there was no suggestion that general work in other departments required skills the splicing workers did not have. If it did not require special skills, the question arises - What prevented Sodexo from substituting redundant splicing department employees for Sodexo employees with less service in the other departments of P&G?
- [51] What emerges from this is that it is improbable there was a skill barrier to the splicing workers being substituted for fixed-term contract or permanent general workers in other departments of P&G.
- [52] Sodexo argues that ultimately the decision lay with it, as long as it was open minded to consider and be persuaded on alternative proposals. In so doing it relies on a decision of this court in *National Union of Metal Workers of South Africa (NUMSA) and Others v Feltex Automotive Trim (Pty) Ltd*³, in which the court held that:

'[42] The employer is not bound to accept the suggestions; they must merely be seriously considered and consultation will not necessarily be held to be a mere pretence if the employer approaches the matter with a

³ (JS413/09) [2013] ZALCJHB 107 (5 June 2013)

pre-disposition to a particular solution: the test is whether management retained a sufficiently open mind to be persuaded by practical and rational alternatives. The final decision, whether to retrench rests with the employer, but the ultimate decision on whether that decision was fair rests with the court.'

It should be mentioned that in *Feltex* the company did concede to a number of the union's demands such as reducing the number of contract staff and staff provided by labour brokers, offering those jobs to affected employees.

- [53] The LAC went beyond the narrow approach of *Feltex* in *National Union of Mineworkers & Another v Black Mountain Mining (Pty) Ltd*⁴, in which the LAC emphasised that retrenchment was an absolute measure of last resort, strictly curbing unilateral managerial discretion:

"[3] ...In our view, dismissals for operational requirements must be a measure of last resort, or at least fair under all of the circumstances. A dismissal can only be operationally justifiable on rational grounds if the dismissal is suitably linked to the achievement of the end goal for rational reasons..."

[37] It is not enough for an employer to simply go through the motions of consultation and then assert its managerial prerogative. Where viable alternatives to avoid job losses are raised, the employer must demonstrate with concrete evidence why those alternatives are not feasible."

- [54] It is difficult to discern any open-mindedness on the part of Sodexo to entertain the lateral 'bumping' proposal of the union. It approached the retrenchment exercise with a fixed objective in mind, namely to retrench the employees made redundant by the termination of the splicing contract. It collapsed the scope of redundancy affecting its workforce at P&G, with the scope of the retrenchment. As discussed above, it failed to provide to NUMSA with concrete reasons, and the court with evidence, why the affected employees in the splicing department could not do the work of other Sodexo employees engaged in general work in other P&G departments. Sodexo's reliance on *Yeko* is not appropriate because in that case the skill mismatch of mining and rail expertise was readily apparent.

⁴ (2015) 36 ILJ 1206 (LAC)

- [55] The crux of the substantively unfair dismissal dispute lies in the failure to agree on selection criteria. Section 189(7)(b) of the Labour Relations Act, 66 of 1995 requires that where the consulting parties cannot agree on retrenchment criteria, those adopted must be objective and fair. Therefore, to succeed Sodexo needed to demonstrate its selection criteria was objective and demonstrably more fair than that proposed by NUMSA, which can be characterised as 'LIFO with bumping'.
- [56] Case law provides some guidance here. Referring to the seminal judgment on LIFO and bumping, this court found in *NUMSA & Others v Timken South Africa (Pty) Ltd*⁵ that:

'[32] The principle of bumping and its limitations were clearly set out by the Labour Appeal Court in Porter Motor Group v Karachi (2002) 23 ILJ 348 (LAC), where the court held that:

'To determine whether bumping should be applied, and how far it should extend, the court must balance the interests of the affected employee against the operational needs of the business. An employer is not required to apply bumping where it would result in undue operational disruption, substantial inefficiency, or commercial prejudice.'

On the facts of this matter, the respondent failed to lead evidence establishing that accommodating the applicants through horizontal bumping would have caused such disruption.'

(emphasis added)

- [57] The principle that the criteria should attempt, where possible, to balance the interests of the affected employees and needs of the business, is also in conformity with the ILO Termination of Employment Recommendation 1982 (No. 166)⁶, which states *inter alia*:

'CRITERIA FOR SELECTION FOR TERMINATION

23

⁵ (2009) 30 ILJ 2771 (LC)

⁶ Adopted by the General Conference of the ILO on 2 June 1982,

Webpage reference:

https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:0::NO:12100:P12100_INSTRUMENT_ID:312504:NO

- (1) *The selection by the employer of workers whose employment is to be terminated for reasons of an economic, technological, structural or similar nature should be made according to criteria, established wherever possible in advance, which give due weight both to the interests of the undertaking, establishment or service and to the interests of the workers.*"
- (2) *These criteria, their order of priority and their relative weight, should be determined by the methods of implementation referred to in Paragraph 1 of this Recommendation.*⁷

Although not binding, the Recommendation has persuasive value.

- [58] As in the *Timken* case I am not satisfied that Sodexo led sufficient evidence to show that accommodating the applicants in this case by placing them in other end of line general work positions occupied by other permanent Sodexo employees working at P&G would have cause any significant operational disruption. In the circumstances the retrenchment of the individual applicants in this matter was substantively unfair.

Relief and costs

- [59] It was not in dispute that when the matter came to trial, Sodexo no longer had any contracts with P&G and that any remaining labour contracts it did have had been transferred to another labour service provider who succeeded Sodexo as the provider of labour services to P&G a considerable time back.
- [60] In the circumstances, reinstatement as a remedy is not practical, and compensation must suffice. As it is in lieu of reinstatement, twelve months' remuneration is appropriate.
- [61] There is no reason, in law or fairness, why either party should be awarded costs in this matter.

⁷ '1. The provisions of this Recommendation may be applied by national laws or regulations, collective agreements, works rules, arbitration awards or court decisions or in such other manner consistent with national practice as may be appropriate under national conditions.'

Order

1. The dismissals of individual applicants, whose names appear on Annexure "A" to the Applicant's statement of claim, by the Respondent was substantively unfair.
2. The Defendant must pay each of the individual applicants, whose names appear on Annexure "A" to the Applicant's statement of claim, twelve months' remuneration as compensation, calculated at same monthly rate of pay they were receiving at the date of their dismissal.
3. No order is made as to costs.



Lagrange J
Judge of the Labour Court of South Africa

Appearances:

For the Applicant:

T Modisane of Modisane AT Attorneys

For the Respondent:

A J Nel, instructed by Lee & McAdam
Attorneys