THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Reportable

Case no: J718/21

In the matter between:

MONARENG JEFFREY MOHLWAADIBONA **Applicant**

and

DR JS MOROKA MUNICIPALITY **Respondent**

Heard: **16 March 2022**

Delivered: **18 March 2022**

Summary: Urgent application – seeking a declaratory relief that the applicant remains an employee of the Municipality. Order reinstating his salary and full benefits. Interim relief – can only live until the return day and not final in nature. It cannot be rescinded but only confirmed or discharged on the return date. Resignation is a unilateral act, which ends an employment relationship upon its communication. Once communicated, it cannot be withdrawn. Consenting to a withdrawal of a resignation after it had been communicated is equivalent to being re-employed. Rehire and or re-employment by a person with no authority to do so is ineffective in law and unenforceable. The interim order is accordingly discharged. Held: (1) The application is dismissed. (2) There is no order as to costs.

JUDGMENT

MOSHOANA, J

Introduction

[1] On 2 July 2021, this Court made an interim order. The essence of the interim order was that Mr Monareng Jeffrey Mohlwaadibona (Monareng) was declared to be still an employee of Dr JS Moroka Municipality (Moroka). For that interim period, Monareng's terminated salary was declared invalid and set aside. His full salary was reinstated effective 24 May 2021. That order was returnable on 2 December 2021. On the return day, the learned Acting Justice Tulk extended the order to 16 March 2022. On this day, Monareng sought a final confirmation of the order and Moroka sought a discharge of the order and costs. This Court was advised that the interim order was not complied with and Monareng launched contempt proceedings for that. In my view, it is a waste of judicial resources to seek a contempt order for an order that is susceptible to being altered. Given the view I take at the end of this matter, it must follow that Monareng must withdraw the contempt proceedings. Moroka is to blame. Instead of anticipating the return date, it got involved in a number of unnecessary applications. In all probabilities, this matter could have been finalised in the Labour Court shortly after 2 July 2021.

Background facts

[2] To a large degree, the facts appertaining this matter are common cause. Thus, it is accordingly unnecessary in this judgment to traverse the facts in full. It suffices to mention that in February 2019, Moroka employed Monareng as a Deputy Financial Officer. On 17 January 2020, Moroka was placed under administration in terms of the provisions of section 139 (1) (b) of the Constitution of the Republic of South Africa, 1996. Resultantly, Mr B M Mhlanga (Mhlanga) was appointed as an administrator of Moroka effective 17 January 2020. Prior thereto, on 08 January 2020, the municipal council of Moroka had resolved to terminate the employment contract of its municipal manager. On appointment, Mhlanga was bestowed with the powers of the municipal manager of Moroka.

[3] On 1 April 2021, Monareng tendered his resignation with immediate effect due to ill health. The resignation letter was addressed to Mhlanga. On 15 April 2021, Monareng sought to withdraw the resignation. He awaited the acceptance of his withdrawal in order for him to resume his duties on 19 April 2021. On 15 April 2021, Mhlanga responded to Monareng and informed him that his withdrawal is not accepted and that he should not present himself on 19 April 2021. On Monareng's version, he only received the response dated 15 April 2021 on 23 April 2021 after he had reported for duty on 19 April 2021 without any objection from Mhlanga.

[4] On 25 April 2021, the usual payday at Moroka, Monareng received his salary. Monareng opted to take legal advice after receiving the letter of response on 23 April 2021. His attorneys addressed correspondence to Mhlanga and made certain demands. On 30 April 2021, the municipal council of Moroka resolved to appoint one Mr Segoane (Segoane) as an acting municipal manager. It is apparent that Segoane declined the appointment, as a result of which, the Executive Mayor appointed one Mr Monkoe (Monkoe) as an acting municipal manager from 6 May 2021.

[5] On 11 May 2021, the municipal council resolved to ratify the appointment of Monkoe for the period 6 – 11 May 2021. Further, it resolved to appoint Mhlanga as an acting municipal manager effective from 12 May 2021. A day before the appointment of Monkoe is ratified by the municipal council, on 10 May 2021, Monkoe in his capacity as an acting municipal manager, advised Monareng that he has accepted his withdrawal of the resignation.

[6] Monareng was not paid in full for May 2021. In the meanwhile, Mhlanga instructed payroll to terminate Monareng from the payroll of Moroka. Monareng put up a solid fight with regard to the turn of events and his lawyers and those of Moroka exchanged correspondence regarding the termination from the payroll. Ultimately, on 25 June 2021, Monareng launched the present application seeking an interim order on 2 July 2021. As indicated above, the interim order was issued.

Evaluation

[7] In opposing this application, Moroka raised a preliminary point effectively seeking a rescission of the interim order on the basis that it was erroneously granted. The power of this Court to rescind its orders or judgments emanates from section 165 of the Labour Relations Act[1] (LRA). Such power only applies to final orders and judgments. An interim order is not final in nature. Its lifespan is until the return day as set by the Court issuing it or an anticipated day. Once Moroka became aware of the order, its options were (a) to anticipate the return day; or (b) to await the return day as set by the Court, in order to challenge the validity of the interim order. Interim orders are issued based on a *prima facie* right even if the right is open to some doubt. Moroka did not anticipate the return day. Instead, on 2 December 2021, the order was extended to enable the parties to file the relevant affidavits. Monareng contends that the order is not rescindable because Moroka failed to comply with the 15 day prescribed period. I agree that the order is not rescindable but not on this basis. The conclusion I reach is that the point *in limine* is bad in law and it is accordingly not upheld.

[8] Monareng, in turn raised preliminary points relating to the *locus standi* of Mhlanga as well as lack of authority to oppose the granting of the final order. In law *locus standi in iudicio*, simply means the right or capacity to bring an action. A witness does not require a *locus standi* to testify. Mhlanga is a witness in this application. He is not a party and did not institute an action against anybody. He is the municipal manager and the accounting officer of Moroka. He testified that by virtue of his position as the municipal manager, he is authorised to oppose the application on behalf of Moroka as a party to this litigation.

[9] The real point is whether Mhlanga is authorised to oppose the application on behalf of Moroka. Moroka is a legal entity under the control of a municipal council. A municipal council is statutorily authorised to delegate its powers to

[1] No. 66 of 1995, as amended.

a municipal manager[2]. On Mhlanga's version, in his capacity as a municipal manager it is his delegated function to oppose litigation matters. Monareng's contention is that Mhlanga was not appropriately appointed as a municipal manager. On the objective evidence, Mhlanga is the municipal manager of Moroka and as such, he is authorised to oppose this application. Mr Maluleke appearing for Monareng argued that placing a municipality under section 139 (1) (b) of the Constitution, does not divest the municipal council and the municipal manager of its powers. He cited two authorities in support of this argument. I have no qualms with those authorities. Mhlanga was appointed as an administrator and in terms of the terms of reference, he assumed the role of the municipal manager. In terms of the delegations of authority, which were adopted by Moroka, the municipal manager is delegated with the powers to initiate and defend legal proceedings on behalf of the municipality. Upon production of the delegation of authority document, Mr Maluleke kicked up a tremendous fuss and suggested that the delegation of authority has expired because it ought to be reviewed yearly and there is no evidence that a copy produced in Court was the reviewed and applicable one. This was viewed by the Court as an act of kicking the can down the road. The fact that a municipality reserves to itself the power to review delegations of authority does not suggest that every year the delegations must change. Some delegations may remain for years for as long as the need to review them within the contemplation of section 59 (2) (f) of the Municipal Systems Act[3] does not arise. When a party is challenged to prove authority, such party is entitled to at any time during the proceedings prove its authority. Once proof is submitted, it is not incumbent on the other party, who called for it, to say that the proof is unacceptable. It becomes the duty of the Court to decide whether the authority as challenged has been proven. In this regard, this Court is satisfied that Mhlanga in his capacity as a municipal manager is duly authorised to defend this application on behalf of Moroka. There is no doubt in the Court's mind that it is dealing with Moroka as a municipality and not some passer-by.

[2] See: Section 59 of the Municipal Systems Act No.32 of 2000.
[3] No. 32 of 2000.

[10] Turning to the merits of this application. It is common cause that Monareng resigned on 1 April 2021. Resignation as a voluntary act is a unilateral act that ends the employment relationship. Resignation takes effect once communicated to an employer and it is incapable of being withdrawn unless an employer consents thereto. Mr Maluleke argued that Mhlanga is not the employer to whom the resignation must be communicated. The employer is the municipal manager of which Mhlanga was not in his submission. Therefore, the resignation does not take effect because it was not communicated to the employer, so went the submission. In support of that argument, he placed reliance on the decision of *ANC v Municipal Manager, George Local Municipality and others*[4]. In the Court's view, this is a misguided reliance. That case dealt with a resignation of a councillor in terms of section 27 (a) of the Municipal Structures Act[5]. The section specifically required that a resignation must be in writing. Owing to the fact that the section did not specify as to whom should the written resignation be directed, Maya JA writing for the majority had the following to say:

> "Regarding the question of a proper recipient, the Legislature has not identified the party within the municipal council upon whom the resignation must be served to be effective. It seems to me that there may well be a strong case for the submission that the municipal manager is such a party considering the functions and powers of this functionary…it is the municipal manager who is statutorily tasked to attend the immediate consequences of a councillor vacancy. In addition, notification of a councillor's resignation has historically been given to the municipal manager's counterpart, the town clerk…But regardless of these strong indicators, I will assume without deciding that here the municipal manager upon whom notice of the resignation was served was indeed the proper recipient of such notice."

[11] Therefore, I reject the argument that a resignation by an employee of a municipality only takes legal effect if communicated only to a municipal manager. In my view anyone superior to an employee is sufficient. He or she represents an employer one way or another. Imagine a cleaner at the

[4] [2010] 2 All SA 108 (SCA)
[5] No. 117 of 1998.

municipal offices bypassing his or her supervisor and shooting straight to the head of administration to deliver a resignation notice. Such will not make sense. Ironically, Monareng himself communicated his resignation letter to Mhlanga although; he now contends that he was not the representative of Moroka. He justifies that action by stating that at the time there was no municipal manager – taken to the submission by Mr Maluleke – there was no employer. This does not make sense and it appears to be an afterthought in order to suit an argument belatedly developed by the legal team. This Court must reject this. There is no doubt that Mhlanga read the resignation letter. Having read it, communication to an employer has happened. Accordingly, the resignation was effective on 1 April 2021. The veritable question in this matter is whether the employer, Moroka has consented to the withdrawal or not. It is common cause that on 15 April 2021, Mhlanga in his capacity, as a municipal manager did not consent to the withdrawal. Thus, Monareng was bound to leave the employ of Moroka by 1 April 2021. Monareng contends that he only had to know about the refusal to consent on 23 April 2021. Even if this Court were to accept that, fact remains that Moroka did not consent to the withdrawal.

[12] Did Moroka consent on 10 May 2021? Monkoe represented the employer on 10 May 2021. At that time, Mhlanga had already refused to consent to the withdrawal. In my view, where an employee withdraws a resignation, all it means is that such an employee is seeking to be rehired or re-employed. On Monareng's own version, his resignation took effect on 01 April 2021. This in simple terms means that an employer and employee relationship ends and in this instance, it ended on 1 April 2021. A strange submission, which was supposedly, predicated on the Labour Appeal Court judgment of *Standard Bank of South Africa Ltd v Chiloane*[6] was made to the effect that since Monareng failed to serve the notice period – an act of breach – then the resignation did not take effect. I disagree. Reliance was placed on paragraph 22 of the *Chiloane* judgment, which stated that the contract and the reciprocal obligations contained in it only terminate or take effect when the specified

[6] (2021) 42 ILJ 863 (LAC).

period runs out. This statement was unashamedly taken out of context. The *Chiloane* case dealt with the taking of disciplinary steps and it concluded that during the notice period an employer is free to proceed with the disciplinary steps.

[13] This is of course different to the question whether resignation is a unilateral act that ends an employment relationship once communicated to the other party to the relationship; namely the employer. To my mind, a *plethora* of authorities supports a view that resignation takes effect once communicated. This is so even if an employee is contractually obligated to serve a notice period and does not serve it.

[14] Most authorities that dealt with the issue of consent to withdraw a resignation did not expatiate on the question how such a consent must be expressed and what it effectively meant in law. Does it mean the resignation did not take effect and it is wished away? Does it mean, it took effect, but a new contract of employment is entered into or not when its effect – ending the employment relationship - is unravelled? In my view, once resignation has taken its legal effect, which was the case in this matter, consent to withdraw it means re-employment or rehire. Re-employment and or rehiring requires compliance with certain statutory requirements in the context of the local government. On proper reading of the judgment by Murray J in *Rustenburg Town Council v Minister of Labour and Others*[7], what emerges is that a permission of the town council was required to consent to the withdrawal of a resignation. In precise terms, the learned Justice said:

> "In the present case the position was undisputed and I think undisputable, the town clerk is the authorised agent of the applicant council empowered to receive communications to it: once therefore the resignation in question had been lodged with him, it constituted a final act of termination by the third respondent, the effects whereof he could not avoid without the permission of the applicant council…But on general principles it seems to me that it is only with the consent of the party receiving notice that a notice of termination may

[7] 1942 TPD 220.

be abandoned or withdrawn during its currency – *Hailsham* (vol 20 sec 153) states this to be the position in regard to leases, and letting of services stands in my opinion upon the same footing."

[15] It seems to me that the withdrawal must be made during the currency of the notice period for it to be consented to. Thus, at the time the consent was purportedly given by Monkoe, a month had elapsed – the notice period capable of being given by Monareng in terms of his contract of employment. What then was left was for the effects of voidance to be permitted by Moroka. The consent referred to by Murray J is one applicable in a lease and letting of services situation[8]. In *Rosebank Television and App. Co. v Orbit Sales Corp Ltd*[9], Nicholas J hinted that once a party resigns what will bring him or her back is a re-appointment. In precise terms he said:

> "The fact that the resignation was not accepted until 25th October 1966 is accordingly irrelevant. It became effective when it was communicated to the defendant, and in terms of art. 66 of the company's articles of association, Ginsberg's office as a director was vacated *ipso facto* on the giving of the notice of resignation. In my view, therefore, Ginsberg resigned as a director on the 4th March 1966. There is no evidence that he was subsequently **re-appointed**. "

[16] This Court in *Phokwane Local Municipality v Mabusela and others*[10] had the following to say:

> "Lack of authority to contract vitiates a contract. In the local government sphere, the authority to contract is circumscribed by legislation. In terms of section 55 (1) (e) of the Local Government: Municipal Systems Act (Systems Act)[11], a municipal manager, subject to the policy directions of the municipal council is responsible and accountable for the appointment of staff. In terms of section 55 (2) (c), a municipal manager in his capacity as an accounting officer is responsible and accountable for proper and diligent compliance with

[8] See: AJ Kerr *The law of Sale and Lease*, Third Edition, Butterworths, 2004 at pages 489.
[9] 1969 (1) SA 300 (T).
[10] Unreported decision. Case No: JR1044/20. Delivered: 07 March 2022.
[11] Act 32 of 2000 as amended.

the Municipal Finance Management Act (MFMA).[12] In terms of section 15 of the MFMA, a municipality may incur an expenditure only in terms of an approved budget and within the limits. In terms of section 16, the municipal council approves budgets. This function is non-delegable in terms of section 160 (2) (b) of the Constitution. In terms of section 66 (1) of the Systems Act, a municipal manager is obligated to develop a staff establishment acting within the policy framework determined by the municipal council and submit it to the municipal council for approval.

Regard being had to the provisions of the Systems Act read with the MFMA, it is apparent that the Municipal Manager of a Municipality does not have unfettered powers to have a changed staff establishment[13] and to incur and attract expenses on behalf of the Municipality. Phokwane, specifically challenged Marima to show that Lenkoe had the power to contract with him over the car allowance."[14]

[17] Assuming for now that Monkoe appropriately consented to the withdrawal, in my view, given the fact that the resignation had taken effect on 1 April 2021, Monkoe effectively rehired Monareng on 10 May 2021. Any other view will bring about chaos, particularly in the local government sphere. Imagine a situation where a bosom friend of a municipal manager or somebody superior resigns and after several months, he or she returns to his bosom friend and ask to withdraw the resignation and the friend obliges and consents. Then if no statutory requirements are to be followed, the fact that the friend representing the employer consented is enough to bring a staff back to the administration of the municipality at a cost for that matter. To my mind, this is a recipe for disaster and it makes a mockery of the recruitment policies put in place by a municipal council. The question then becomes, did Monkoe comply with the statutory requirements in rehiring Monareng. The short answer is no. Mr Maluleke argued that the provisions of section 55 (1) (e) of the Systems Act finds no application. Ms Makhajane, appearing for Moroka disagreed with the argument. I, agree with Ms Makhajane. It being a statutory mandate, non-

[12] Act 56 of 2003 as amended.
[13] See: *Charity Nthembi Pule and 8 Others v Phokwane Local Municipality* (C133/2020) dated 17 August 2021.
[14] Ibid at para 12 and 13 of the judgment.

compliance with such a mandate leads to a nullity[15]. More recently, the Constitutional Court under the hand of Madondo AJ in *NEHAWU and others v Minister of PSA and others*[16] confirmed that:

> "[73] It is also a fundamental principle of our law that an actor must be legally empowered to perform any act in question and that public power can only be exercised by a lawfully constituted authority.
>
> [89] The end result is that the State's failure…to comply with the requirements of regulations…renders the resultant collective agreement entered into between the parties under the LRA invalid and unlawful…
>
> [108] …The general rule is that if an invalid agreement is void, it gives rise to no legal obligations, which means that the State cannot be ordered to comply nor can it be ordered to perform, as there is nothing in the eyes of the law to be complied with nor enforced…"

[18] Therefore, in the eyes of the law, the rehiring of Monareng, in the manner in which it happened, cannot be enforced. Just as a side comment, when Monkoe corresponded with the attorneys of Monareng, it is clear he was not acting in the best interests of Moroka. Nonetheless, the above being the legal position, this Court cannot confirm an order declaring that Monareng is still an employee of Moroka and that his salary and benefits should be reinstated. He resigned and his resignation took effect and incapable of being withdrawn. It seems to be the case of Monareng that the fact that he returned to work on 19 April 2021 without any objection, implies consent. Silence, although golden, does not mean acquiescence. The fact that Mhlanga did not object does not imply consent. This Court in *SAMWU obo Hlonipho MM v SALGBC and others*[17] had the following to say:

> "[19] …At that time, Hlonipho herself had terminated the employment relationship. The fact that, whilst her attempt to withdraw her resignation was being considered, she continued with her work does not detract from the fact that she terminated her employment…"

[15] See: *Wilken v Kohler* 1913 AD 135; *Magwaza v Heenan* 1979 (2) SA 1019 (A); and *Milner Street Properties (Pty) Ltd v Eckstein Properties (Pty) Ltd* 2001 (4) SA 1315 (SCA).
[16] (CCT21/21, 28/21, 29/21 and 44/21) [2022] ZACC 6 (28 February 2022).
[17] Unreported decision. Case no: JR 2159/09. Delivered: 22 March 2013.

[19] A similar approach was taken in *SJBRWDSUL v Canada Safeway Limited*[18] where the following was said:

> "The Union made it clear that it was not trying to vitiate the grievor's resignation. Rather, it was basing this grievance on the fact that the grievor continued to be employed after the Employer received notice of her resignation that she continued to be employed after she had withdrawn her resignation, and that her resignation had never been accepted by the Employer in writing or by any act or action.
>
> In our view, this argument fails. The grievor's resignation took the form of a notice that she was terminating her employment. Her last day of work was to be two weeks later. In these circumstances, the Employer was obligated to treat her as an employee…until the effective date of her resignation. Her attempt to withdraw her resignation did not change this obligation. As to the argument that her resignation had never been properly accepted, we point out that the Employer had no choice but to accept the resignation. It had no right to refuse to accept it. No formal action by the Employer was required to make it effective.
>
> …The grievor had effectively resigned from her position with the Employer, and that is the end of it."

[20] Monareng puts high premium on the fact that on 25 April 2021, he received his salary. In my view, that does not imply that Moroka consented to his withdrawal of the resignation. On 15 April 2021 or 23 April 2021, the accounting officer, Mhlanga unequivocally stated that the purported withdrawal of resignation is not accepted. Ordinarily, payrolls are prepared sometimes on a specific day. If by 1 April 2021, the person responsible for payroll of Moroka was not informed that Monareng has left without even serving a notice period, it may happen that Monareng was paid in error.

[21] The resignation of Monareng did not happen in the heat of a moment. He provided reasons why he was resigning. It was due to ill health. He had a

[18] 2007 CanLII 71031 (SKLA).

subjective intention to quit and his conduct of continuing to not report for duty from 1 April 2021 to 18 April 2021, objectively confirms his subjective intention to quit.[19] Therefore, unless he can demonstrate "*special circumstances*"[20] he cannot by law be allowed to approbate and reprobate at the same time. The doctrine of election is very much part of our law. He consciously elected to resign. He must be allowed to remain in that freely chosen path. In *Z v European Patent Organisation*[21]*,*the Administrative Tribunal of the ILO, constituted by Judges Barbagallo, Hansen and Moore had the following to say:

> "[9] The complaint is unfounded. The complainant offered to resign and the offer was accepted. The legal effect was a resignation from which the complainant could not resile and which cannot now be voided."

[22] Monareng in seeking to retract his resignation stated that, *"It gives me pleasure that my health as prompted resignation has* ***miraculously*** *improved that I am normal to endure the temperature in the area*". It is indeed a miracle that on 1 April 2021, he resigns due to undisclosed illness and 15 days later the undisclosed illness suddenly dissipates.

[23] As at 1 April 2021, Monareng has by word shown a clear and unambiguous intention not to go on with his contract of employment[22]. It must have been clear to the reader, Mhlanga in this instance that Monareng does not intend to fulfil his part of the contract. It must be presumed that once Mhlanga received the resignation letter on 1 April 2021 and having not objected immediately, he accepted the resignation of Monareng. In any event, there is no legal requirement that the resignation must be accepted. The only thing that would save the resignation is when Moroka consents to the withdrawal – a rehire and or re-employment. As indicated above, in my view, in the local government sphere, the consent must be made in line with the statutory

[19] See: *Newfoundland Association of Public Employees v Health Care Corporation of St Johns* 1999 CanLII 20361 (NLLA).
[20] See: *Kwik-Fit (GB) Limited v Lineham* [1992] IRLR 156.
[21] Judgment No. 4053 Session 126th ILO Administrative Tribunal (26 June 2018)
[22] See: *Sihlali v SABC Ltd* [2010] 5 BLLR 542 (LC) para 11-14.

requirements. Mhlanga actually made the point in his letter of 15 April 2021, when he said:

> "6 Furthermore, in the Section 106 Forensic Report, the Report made adverse findings against a practice of reinstatement of employment following voluntary resignation by officials. The report determined that such conduct is irregular in breach of the law and policy provisions of the Municipality…"

[24] I plentifully agree with the above advice. Once the statutory requirements are not met, then the rule of law suggests a nullity. My colleague Van Niekerk J in *Sihlali v SABC Ltd*[23] had the following to say:

> "[15] …In the email subsequently addressed to Mpofu, the applicant contended that his contract remained in existence not on account of any diminished capacity at the time he sent the sms, but because after a lengthy period of reflection he considered his continued employment a means to the end of his restored reputation. However noble this motive may be, *it cannot in law serve as a basis to resurrect the applicant's contract of employment* some six weeks after its termination in circumstances where the demise of the contract was brought about by his applicant's voluntary and deliberate conduct."

[25] A contract of employment can only be brought back from the ashes in the same way it is conceived; namely offer and acceptance. In *Chelmsford College Corporation v Teal*[24], Judge Birtles had the following to say:

> "[18] …She allowed the grievance and in her letter of 16 December 2009 said that "[…] the College will allow you to rescind your resignation". In that context, the word 'rescind' can only mean that the resignation was withdrawn by consent.
>
> [19] The Claimant in her letter of reply dated 23 December said "I am grateful to the College that they agree to rescind my resignation". This

[23] [2010] 5 BLLR 542 (LC)

[24] [2011] UKEAT 0277 (17 February 2012)

was a clear case of an effective resignation being withdrawn with the consent of the college.

[25] For reasons I have given earlier in this Judgment, there was a contract of employment because the resignation was withdrawn by consent. The withdrawal of the resignation meant that the resignation was never effective…"

[26] Since a contract of employment is reformed in my view, the offeror must have the necessary legal capacity and authority to make the offer. It is perspicuous to me that Monkoe lacked the authority and legal capacity to consent, in the circumstances where there was already a rejection of the withdrawal.

[27] For all the above reasons, the interim order cannot be confirmed and must be discharged.

[28] In the results, the following order is made:

Order

1. The order of 2 July 2021 is hereby discharged.
2. There is no order as to costs.

G. N. Moshoana
Judge of the Labour Court of South Africa

Appearances:

For the Applicant : Mr M D Maluleke
Instructed by : Mr M M Baloyi of M M Baloyi Attorneys, Johannesburg

For the Respondents : Ms C Makhajane
Instructed by : SSM Attorneys Randburg.