VIC & DUP/JOHANNESBURG/LKS

IN THE LABOUR COURT OF SOUTH AFRICA

HELD AT JOHANNESBURG

DATE: 18 AUGUST 1999 CASE NO. J1497/98

In the matter between:

K LEBUSA AND OTHERS Applicants

and

KLOOF GOLD MINE Respondent

J U D G M E N T

NGWENYA, AJ: Although this matter was set down for five consecutive days starting from yesterday, it became necessary on the first day that certain points in limine be disposed of first. I will deal with each point raised in the course of my judgment but before I do so I wish to sketch a brief background of this matter to the extent that it is relevant for the purposes of the decision that I have arrived at today.

This is the brief background of this matter. This first applicant is an individual ex-employee of the respondent. It is not apparent either on paper or from the argument what the exact number of those approaching this court as applicant in this matter is. I am saying this because of the reasons that would become clear in the course of this judgment.

Firstly/..

Firstly, in the relevant portion of the statement of claim by the applicants, and for purposes of applicants herein to state that, I am referring to the people whose names appear in the statement of claim without deciding at this stage what their exact status is. In other words, whether they are properly before me or not but for purposes of convenience I am referring to those people as applicants.

This is what then is stated in the relevant portion of the statement of claim:

"The first applicant is an individual employee who is appointed by the other applicants to be on their behalf."

I am sure it is quite evident that there is a word missing there, it could well be that either to bring the application before this court on their behalf or to be their representative. The impression I gained during the argument was that it could mean both. It may not be significant under certain circumstances, it may be significant as well under given circumstances. I believe at this stage and for purposes of convenience what was intended to mean here was that the first applicant is authorised to represent further applicants in this matter. And further it is stated that the respondent is Kloof Gold Mine, P O Box 190, Westonaria, 1780. That is the end of the extract from the relevant portion of the statement of claim for now.

I must also mention that in the statement of claim the applicants are not numbered and nevertheless I took time to count them and number them and in the least they appear to be 327 individual applicants whose name is prefaced in this statement of claim and evidently these are further

applicants/..

applicants. I must obviously state that it is significant on reading

the statement of claim that applicant number 1 is cited as Kgotso Lebusa and Others and then there are further applicants as one goes further.

Out of these 327 applicants there are 127 confirmatory affidavits filed by some of them. Again I must say that this number of 127 is derived from physical counting of the confirmatory affidavits by myself.

The essential contents of these affidavits, other than particulars of each deponent, are the following:

"I have read the founding statement of claim of Kgotso Lebusa and Others and wish to confirm and corroborate same in so far as it relates to me."

Most of these affidavits were attested to on 24 June. There is a minute number which was attested to during July but that was during 1998. In the heading or on the citation on these affidavits the applicants are cited as Kgotso Lebusa and 405 Others.

It is alleged in the statement of claim that some of the respondent's employees were members of UPUSA Trade Union and that they were paying subscriptions directly to UPUSA offices. It is not evident from the statement of claim as to how many of the applicants were members of UPUSA. The gravamen of applicants' claim is that they were all retrenched by the respondent on 23 April 1998. It is further claimed that the applicants were not consulted prior to the retrenchment taking place, so much so that they were not aware they had to report on duty, some working night duty and they had to be remove from their work station when the respondent was effecting the retrenchment exercise.

It/..

It is contended further that respondent refused to give the applicants any reasons even when approached personally by individual applicants as to the retrenchment. It is claimed that the respondent merely held that everything has been finalised with the majority trade union.

In response to these claims respondent has raised a number of points in limine which I will deal with today but on merit the respondent's response is briefly as follows. I will just read the entire extract of the respondent's response, I consider it to be relevant at this stage of the background of this case. The material response by the respondent is contained in paragraph 4 of its statement of case and it reads as follows:

"1. Respondent denies that the applicant have correctly set out the material and relevant facts. Respondent avers that the following are material and correct facts. During or about January 1998, and as a result of the dire financial position of the respondent which has been caused by a significant drop in gold price, respondent entered into consultation with a number of trade unions, including National Union of Mine Workers ("the NUM") in order to determine alternatives to the retrenchment of workers employed by the respondent.

2. On about the 9th March 1998 and in an attempt to secure contributions from employees who did not belong to the said trade unions, the respondent issued a notice calling upon such employees to nominate representatives in order to consult with

the/..

the respondent about the alternatives to avoid retrenchment.

3. No such representatives were forthcoming, nor did any employee advise the respondent that he wished to enter into such consultation with the respondent. On about the 24th March 1998 and pursuant to a number of consultations with the said trade unions, including the NUM, the respondent entered into an agreement to regulate compulsory retrenchment, avoidance measures within NUM ("the agreemment") being the

majority union. In terms of the agreement all employees over the age of 55 years would go on compulsory early retirement with effect from a date to be determined by the respondent. The agreement further provided that all employees in the age group of 50 to 54 years could volunteer to go on early retirement. The agreement further provided for the payment of a retirement package which was in excess of the severance pay contemplated in section 196(1) of the Act. Respondent, as it was entitled to do, decided to implement compulsory early retirement with effect from the 31st March 1998. On or about the 31st March 1998 the respondent received a letter from the United People's Union of South Africa ("UPUSA") advising the respondent that certain of its employees were members of UPUSA. The said letter is listed 21 members. Upon receipt of the said letter, the personnel department of the respondent

investigated/..

investigated the names listed in the letter and ascertained the following:

(a) Only three of the employees were affected by the compulsory early retirement. Two of these three employees were members of the NUM and were therefore bound by the provisions of the agreement.

3. The remaining employees had agreed to accept a voluntary retrenchment package. The other 18 employees were not affected by the agreement and was still in the employ of the respondent. In the premises the respondent addressed a letter to UPUSA, inter alia, advising UPUSA that it did not need to consult to UPUSA about the retirement in terms of the agreement. The respondent therefore avers that UPUSA and/or the first applicant has no locus standi to institute these proceedings on behalf of the second to further applicants who were not members of UPUSA at the time of the implementation of the agreement."

That ends what I consider to be the material response to the background and the respondent's statement of case that is filed in court is dated the 6th day of August 1998. This sums up the relevant background as far as today's judgment is concerned.

I have indicated clearly that it is not clear as to the exact number of applicants. Respondent's counsel attempted to classify the applicants in at least two, three components, if not four, and indicated the reasons thereof and also gave the number as 318 as far as the respondent is

concerned/..

concerned. On the other hand, I could not get a definite answer from applicant's counsel as to how many people he is in fact representing.

Of significance, therefore, I need to sketch the brief legal background in terms of dealing with the matters of this nature before this court.

Section 1 of the Act sets out the purpose of the Act as follows: "The purpose of this Act is to advance economic development, social justice, labour peace and the democratisation of the workplace by fulfilling the primary objects of this Act which are to give effect to and regulate the fundamental rights conferred by section 27 of the Constitution [that refers to the previous interim Constitution]; to give effect to the obligation incurred by the Republic as a member state of the International Labour Organisation; to provide a framework within which employees and their trade unions, employers and employers' organisations can collectively bargain to determine wages, terms and conditions of employment and other matters of mutual interest and formulating industrial policy and to promote (1) orderly collective bargaining, (2) collective bargaining at central level, (3) employee participation in decision-making in the workplace and (4) effective

resolution of labour dispute."

Section 3 is also relevant:

"Any person applying this Act must interpret its provision to give effect to its primary object in compliance with the Constitution and in compliance with the/..

the public international law obligation of the Republic."

It therefore goes without saying already it is now settled that labour law must be interpreted within the constitutional context.

Section 7 deals with the protection of the employee's rights and I do not need to read that in detail. And section 12 deals with trade union access to the workplace and I do not need to deal with this in detail. And section 13 deals with deduction of trade union and subscription levies and I wish to read section 13. Subsection (1) reads as follows:

"(1) An employee who is a member of a representative trade union may authorise the employer in writing to deduct subscription or levies payable to the trade union from the employee's wages.

(2) An employer who receives an authorisation in terms of subsection (1) must begin making the authorised deduction as soon as possible and must remit the amount deducted to the representative trade union by not later than the 15th day of the month following the date each deduction was made.

(3) An employee may revoke an authorisation given in terms of subsection (1) by giving the employer and the representative trade union one month's written notice or, if the employee works in the public service, three months' written notice.

(4) An employer who receives a notice in terms of sub-section (3) may continue make the authorised deduction until the notice period has expired and then must stop making the deductions.

(5)/..

(5) With each month's remittance to the employer must give the representative trade union (a) a list of the names of every member from whose wages the employer has made the deductions that are included in the remittance; (b) details of the amount deducted and remitted and the period to which the deductions relate and (c) a copy of every notice of revocation in terms of subsection (3)."

It is evident from section 13 that there is an obligation on an employee to advise the employer that he or she is a member of the trade union and that the employer must make trade union deductions. In the absence of that it is unthinkable on what basis an employer could assume that this employee is a member of the trade union and therefore I must make deductions or not make deductions.

On the papers before me on file there is a bundle – the file is Exhibit B – which is particulars of applicants. Apparently some of them applied as far back as December 1997 to be members of UPUSA. Mr Shakoane, for the applicant, argued forcefully quoting me an extract from the application form where it says:

"I hereby revoke any previous authorisation for deduction in respect of any other union. This authorisation shall not be revocable unless I give four weeks prior written notice to the union."

And he says on the strength of these I must infer that the applicants resigned from NUM, those who of course allege to have been members of the NUM, and that I must accept that they were members of UPUSA. It is evident that this is insufficient for purposes of the Act that I could have

accepted/..

accepted this as <u>prima facie</u> proof that those people who claimed to be UPUSA members and who at the same time claimed of the NUM, that I could find that they were members of UPUSA because they did not comply with

section 13 of the Act which is very clear.

Therefore to the extent that there is a dispute of fact as to who were UPUSA members and who were NUM members, I will find, and I am compelled to do so, that UPUSA has failed on paper at this stage to discharge the onus that those people who are claimed to have been members of NUM were also members of UPUSA at the relevant time.

The next phase that I now need to deal with is the phase of Mr van As argued that the amendment to the Act, in particular to section 138 and section 161, was amended after a dispute had arisen and therefore he was of the view that in the light thereof he would be prepared to make a concession that if those applicants whom I will find to be properly before me were to take oath and confirm their authority to Mr Lebusa, that this matter could proceed on that strength. But let me then look back into the relevant section of the Act as to who the employee was.

The first applicant, Mr Lebusa, is himself an applicant in these proceedings but section 161 of the Act provides as follows:

"Representation before Labour Court

In any proceedings before the Labour Court, a party to the proceedings may appear in person or be represented only by a legal practitioner, a co-employee or by a member, an office bearer or an official of that party's trade union or employer's organisation and if the party is a juristic person by a director or employee."

In/..

In short, Mr van As, accepted that first respondent is a co-employee. Section 186 of the Act which deals with meanings:

"Dismissal

(a) that an employer has terminated a contract of employment with or without notice;

(b) an employee reasonably expected the employer to renew a fixed term of contract of employment on the same or similar terms but the employer

offered to renew it on less favourable terms or did not renew it.

(c) an employer refused to allow an employee to resume work after she took maternity leave in terms of any law, collective agreement or her contract of employment of has been absent from work for up to four weeks before the expected date and up to eight weeks after the actual date of birth of a child;

(d) an employer who dismissed a number of employees for the same or similar reason has offered to re-employ one or more of them but had refused to re-employ another or an employee terminated a contract of employment with or without notice because the employer made continued employment intolerable for the employee."

Section 213 of the Act define an employee as –

"(a) Any person excluding an independent contractor who works for another person or for the State and who receive or is entitle to receive any remuneration; and

(b)/..

(b) any other person who in any manner assist in carrying on or conducting the business of an employer."

And in terms of Part B of Part 2 of Schedule 7 which deals with ... (inaudible) .. "employee" includes an applicant for employment.

And section 78 is a special definition of an employee which reads as follows:

"An employee means any person who is employed in a workplace except a senior managerial employee whose contract of employment or status confers the authority to do any of the following in the workplace"

and those instances are mentioned.

And the amendment to section 161 reads as follows:

"The following section is hereby substituted for section 161 for the

principal Act.

Representation before Labour Court:

In any proceedings before the Labour Court a party to the proceedings may appear in person or be represented only by –

(a) a legal practitioner;

(b) A director or employee of the party;

(c) any member office bearer or official of that party's registered trade union or registered employer's organisation;

(d) a designated agent of counsel;

(e) an official of the Department of Labour."

In all these definitions it is evident to me that the first applicant at this stage is not an employee, whether one looks at the amended version of section 161 or the

unamended/..

unamended version of 161. He is currently a dismissed person on his own version and for that reason it is my view that even if further applicants were to take oath and say they have given him authority to act on their behalf he is excluded from acting on their behalf because he is not a co-employee, even in the unamended version of the Act. But it goes further than that. It is evident that first applicant himself has engaged the services of counsel who appears on his behalf here today. If that be the case, what kind of representation will I be dealing with here where you got a person who has been given authority to act on behalf of a group of other people and he in turn engages the services of counsel. This may sound slightly narrow and rigid but I cannot find any other interpretation that I can ascribe to the scenario given to me. So at this stage then we are then dealing with the question of whether the first applicant can represent further applicants, forgetting for a moment what their number is or not. I have

already indicated that in my view he is not one of the persons referred to there. I am saying even if one were to give such broad interpretation in the unamended version but the way the Act is couched it would appear that that right would in any event have been limited to the proceedings prior to today. Otherwise what could happen would be that simply because a dispute arose before the amendment of the Act, and therefore a co-employee had authority to act, that that authority continues in spite of the amended portion of the Act.

Having said that, that to a certain extent also deals with the initial point in limine that was raised on the

papers/..

papers as they originally stood wherein Mr Shakoane on the one hand argued in his heads of argument that the correct meaning to be ascribed to the contents of the confirmatory affidavit was that further applicants have authorised first applicant to bring these proceedings on their behalf and in which Mr van As, on the other hand, said that was an inadequate authority unless supplemented orally. I therefore say that even if that was to be orally supplemented, it would not take this case any further for they would be confirming authority to a person who is excluded in terms of the Act.

There are further points in limine that were raised and I wish now to deal with the second one. According to respondent's counsel an approximate number of 166 ex-employees who are among the further applicants did not refer their dispute for conciliation first and therefore they are not properly before this court. In this regard Mr Shakoane referred me to two cases, one is Afrox Ltd v South African Chemical Workers Union (1997) ILJ 399. In this instance I must say that there are two Afrox cases, the one he referred me to is Afrox (1) and I

just wish, because he read me the headnote, but I need to give the context in which that headnote comes from by Zondo AJ, as he then was, at 403 H-J to 404. This is what the learned Judge had to say:

"In my judgment once a dispute exists between an employer and a union and a statutory requirement is laid down in the Act to make a strike a protected strike have been complied with, the union acquires the right to call all its members who were employed by the employer out on strike and its members so employed

acquire/..

acquire the right to strike. Once SACWU acquired the right to call a strike against the applicant in respect of the dispute, its members who are employed by the applicant acquire the right to strike if called upon by SACWU to strike. Once in that situation, a union is under no obligation to call its members out on strike at the same time and it is free to commence the strike with a small group of members and increase the numbers of its members participating in the strike as and when it considers that to be appropriate unless it has waived such right. In this case the union started by calling out on strike its members who are employed by the applicant in its Pretoria West branch. Now it has called its members in the other branches out on strike."

So essentially this dealt with a different context of the case and the other case I was referred to was the case of Lomati Mill Barberton v Paper, Printing, Wood and Allied Workers Union (1997) ILJ 178. Again the headnote was read there in a judgment of Landman J but I need obviously to say what is relevant there. Essentially what is relevant in that case is that the headnote, what is said is that -

"The Court found that while it is true that CCMA had not attempted to conciliate the dispute, the Labour Court was empowered to dispense with this requirement in terms of section 157(4). In cases of proven urgency

it was desirable to do so and the Court condoned the absence of conciliation by the CCMA."

In the case of Theron and Others v FAWU and Others, a judgment by Mlambo J, dealing with section 158(1), is

concerned/..

concerned the judge held as follows at 531C-E:

"It would be illogical to deny legitimate applicants interdictory relief simply because a dilatory procedure for the resolution of their disputes exist which has not been followed. On the basis of the parties' agreement to transfer the matter to this Court, and on the basis of the nature of the proceeding and relief sought, nothing precludes this Court from entertaining the applications. However, there is another issue that is relevant in matters of this nature and where arguments such as these are raised. This is to be found in section 157(4) of the Act which gives this Court a discretion to refuse to determine a dispute if the Court is not satisfied that there has been an attempt at conciliation. In my opinion this section equally applies to interdict applications where the issues should be referred to conciliation before adjudication. For the above reasons I am not convinced that I should not hear both applications."

In the unreported judgment of the Labour Appeal Court of 1 June 1999, it is Case No. JA51/98 between Gobila v BP Southern Africa (Pty) Ltd and Others, the court held that:

"While the ...(indistinct) .. is the importance of attempted conciliation before adjudication, the employer could not be said to be obliged to attend to conciliate a dispute before approaching the Labour Court for a declaratory and interdict."

What is then before me in this matter? For purposes of this point raised I will confine it and accept as the correct number that those

people who did not conciliate are

166/..

166. I have 166 people represented by the union. The matter was referred to conciliation more than a year ago in respect of others and not in respect of the others. I have indicated that some have signed a declaratory affidavit some time in June and July last year. Without any reasons explained to me I find those are people who did not even conciliate, there is no explanation by the union which is quite evident that the union was preparing the documents and representing all the applicants throughout this case. Now I am asked that I must deal with this matter and they only attempt at explanation by Mr Shakoane was that the applicants come from rural remote areas of Southern Africa and therefore they are hard to find. That is the only reason before me. It is not a question of exercising discretion here because this is an attempted joinder of parties and short-circuiting the Act and I hold therefore that I am persuaded that I do not have jurisdiction in respect of those applicants who are said not to have conciliated their matter before.

I must also stress that the fact that parties are said not to be properly before this court does not mean that they do not have a relief. They may have a relief provided they address the shortcoming to their locus standi at this stage. The third point in limine raised was that out of the 152 applicants who are said to have properly conciliated, 107 of them, and again for purposes of dealing with this point I accept that 152 people were party to the conciliation process. I further accept, as I have already indicated, the requirements of section 13, that to the extent as to which union those applicants belong to, that

they/..

they belong to NUM. Now the point in contention at this stage is that

107 of the applicants were members of the NUM and therefore they were party to the agreement which is a collective agreement signed on 24 March 1998 and therefore that they cannot approach this court. I disagree maybe with the reasons and the point argued on that. The fact that the applicants have already settled the matter through the union is no bar for them to approach this court provided their locus standi is not lacking. What possibly may be argued is whether they would be entitled to relief. For what I have said in respect of the first point, that the first applicant does not have locus standi to represent any party before this court, I will deal with this point along those lines and I need to add nothing further on that.

And then the fourth point – before I deal with the fourth point I propose to deal with the fifth point. The fifth point deals with the fact that some of the applicants did not sign a confirmatory affidavit and then there was an application by Mr Shakoane over and above that to hand in certain affidavits in respect of those applicants who are said not to have signed their confirmatory affidavits and I propose to deal with this together. Firstly, I will deal with the argument that they did not sign a confirmatory affidavit and therefore that they are not properly before this court. I am not sure at this stage, nor has it been made clearer to me at any given time, what the purpose of this confirmatory affidavits would have been save that the contents thereof – I have already cited it – would have been that it confers authority on the first applicant and possibly therefore that they associate themselves with the contents/..

contents of the statement of claim and that the statement of claim must be read as if filed by each and every one of those applicants.

For the reasons that I have already indicated, (1) that first applicant cannot represent any further applicants and, (2) that if an

applicant has not conciliated, he cannot approach this court directly unless there are exceptional circumstances and it would appear so far on the cases cited that the court has only condoned non-conciliation, only where there was an urgent relief sought, not for purposes of making a final relief.

At this stage I can only rely on the respondent's version that indeed these were the applicants who were parties to CCMA but who did not make a direct referral of this matter to this court. In other words, if the argument is that I must treat confirmatory affidavits as a referral of this matter to this court, I have difficulties again. I have asked this question to both counsel yesterday whether would it have made a difference if UPUSA was a party to conciliation. This is very significant, if UPUSA was a party to conciliation, it would have made a difference to the applicants' case provided, obviously, UPUSA could prove that these were its members because it would have been representing their interest at conciliation.

So as far as the evidence before me goes, the indication is that each of the applicants was on his own save that some of them must have approached CCMA as a collective group but not as members of the union. The union might have been assisting them but nothing more than that. It did not take the risk of putting itself on record and

therefore/..

therefore it is my ruling that even if those applicants have signed the confirmatory affidavits, that would not have constituted a referral to this court. It is even worse when this court is approached late and therefore to the extent that there was an application for the filing of confirmatory affidavits at this late stage, firstly there is no good cause shown from the indication that I have from the affidavit that were

signed in 1998. A year has elapsed, no good cause has been shown and all the same I am saying even if good cause was shown, it would still have not served any purpose for the essence of the affidavits would have only been to confer authority to a person that cannot represent a person.

And I will deal with the fourth point in limine. The argument basically is that a number of applicants were not dismissed because in terms of the collective agreement reached with NUM the retirement age was reduced from 63 to 55 and therefore that either the remaining applicants outside the category classified by Mr van As is that they are either 55 years and above which means that they had reached retirement age which made it compulsory for them to be placed on retirement; alternatively, that they accepted voluntary retrenchment because they are between the ages of 50 and 54. That matter, in my view, cannot be dealt with without further evidence. But in order to do so one needs now to say how many applicants need to lead evidence without deciding who has the duty to begin.

The effect of my ruling is the following, that out of, depending which number one chooses to take, whether you take 405, you take 327 or you take 318, the fact of my order is that/..
that provided Mr Kgotso Lebusa was one of the applicants who referred the matter to conciliation, he is the only applicant that is properly before this court and therefore, to the extent that this matter will go on merit, at this stage there is only one applicant before me.

As I have indicated, the fact that I have ruled that further applicants have got shortcomings in their papers does not mean that they may not be entitled to the relief. All it requires that that must be cured first before they could approach this court.

There is one aspect of this case that I also need to deal with and

that deals with the status of the file and how this matter has been handled. If one looks at Rule 22B, the party who initiate proceedings to this court has got the obligation to ensure that the file is indexed and paginated. And further, in terms of the rules of this court, a party who represents any party who approaches this court, has got an obligation to notify the Registrar of the full details of his address where all other processes should be served. In this case, although UPUSA is not on record, but it is evident that it provided its address as the address of service of other processes and then nevertheless shouldered the responsibility to Mr Kgotso Lebusa. I want to believe that because at the commencement of this hearing there was counsel, that counsel must have been instructed by an attorney. That that firm of attorneys is failing in its duties to place itself on record before this court. That firm of attorneys is also guilty of dereliction of its duties by failing to properly paginate the file before this court, by failing to properly index the file before this

court/..

court. It would be appropriate for me possibly to read an extract from the decision of the Labour Court and an .. (indistinct) .. decision of this court and just to demonstrate the attitude that this court is now taking in matters of this nature. It is an unreported case dated 24 June 1988 in Chemical Workers Union and Another v PVC Compound (Pty) Ltd, Case No. DA33/97 dealing with matters of procedure. Conradie JA had the following to say:

"I should, like so many of my brethren before me, sound a note of warning. Practitioners should not for a moment believe that strong, even overwhelming prospects of success on appeal, will necessarily compensate for long delays. Where culpability on the part of a litigant or its representative reaches an intolerable level, this court will

refuse condonation no matter how strong the prospects of success are."

In a judgment that is yet to be reported, Case No. D135/98, the current Acting Judge President, as he then was, had the following to say at page 3 of his typed report.

"I would be failing in my duty if I did not show my strong disapproval of this kind of conduct by an appropriate order of costs against both the applicant and its attorneys. Although the applicant is not entitled to a judgment on the merits of the review application, it seems to me that because, having heard argument on the merits already, I am of the view that applicant's on the merits is hopeless, the order that would serve the interests of justice best would be one dismissing the application altogether."

And when the learned judge made the order, the applicant's

attorneys/..

attorneys were ordered to pay 20% of the costs of the matter.

I am just raising this because it is quite evident that this file, not only did UPUSA fail its members in not approaching this matter properly. It also failed this court. From the reading of the judgment that I made today it is quite evident that I had to deal with a fair amount of issues that could have been dealt with by attorneys of record. And further, it is deplorable that a firm of attorneys will instruct counsel without proper instructions as to how many people he is really representing. This was one of the basic issues that could have been easily resolved to understand exactly because notwithstanding the calculation by the respondent as there are 318 people affected, the records reflect a number of people whose status remain unclear. One had to work by a process of elimination, that is how far I wish to go with this matter and the matter is proceeding tomorrow for trial. Until then this court stands adjourned.

ACTING JUDGE NGWENYA

LABOUR COURT OF SOUTH AFRICA

ON BEHALF OF APPLICANTS: ADV G SHAKOANE
Instructed by :
ON BEHALF OF RESPONDENT : ADV M J VAN AS
Instructed by : Kathleen Holmes
DATE OF JUDGMENT : 18 AUGUST 1999