IN THE LABOUR COURT OF SOUTH AFRICA
(HELD AT CAPE TOWN)

In the matter between: **Case number: C 600/98**

INSURANCE BANKING STAFF ASSOCIATION (ABSA) First Applicant

INDIVIDUAL APPLICANTS Second to Thirteenth Applicants
(Listed in Annexure "A")

and

THE SOUTHERN LIFE ASSOCIATION LIMITED Respondent

JUDGMENT

BASSON, J

[1] The individual applicants (the second to thirteenth applicants) contended that their retrenchment by the respondent with effect 31 August 1998 was both substantively and procedurally unfair. Two of the individual applicants withdrew at the start of the hearing and of the remaining applicants only three sought reinstatement and seven claimed compensation.

[2] The respondent contended that the Labour Court did not have the necessary jurisdiction to hear the matter as the unfair dismissal dispute was referred to conciliation on behalf of the individual applicants by the first applicant (the Insurance Banking Staff Association of ABSA or "IBSA") at a time when some of the individual applicants were not as yet members of this union but of another staff association, the Southern Employees Committee or "SEMCO", and some applicants allegedly never became members of IBSA.

[3] In this regard forms indicating either membership of "IBSA/SEMCO" or of IBSA only (with effect 1 October 1998) were attached to the heads of argument of the respondent.

[4] The referral document (exhibit "B" - LRA Form 7.11) was also handed up to Court,

indicating that the party referring the dispute was IBSA and apparently also signed on behalf of IBSA (on 29 September 1998). A list of the individual applicants was attached as additional information.

[5] This issue was not raised by the respondent as a point *in limine* in terms of the pre-trial minutes (although it was referred to in the pleadings at paragraph 4 of the respondent's response). In fact, it was only properly raised for the first time during argument by the respondent. The respondent also did not take any steps to review the decision of the Commission for Conciliation, Mediation and Arbitration ("the CCMA") to accept the referral of this dispute and to conciliate the dispute. The applicants' statement of case declared that on 21 October 1998 a meeting between the parties was held in an attempt to resolve the dispute and on 28 October 1998 a conciliation meeting was held under the auspices of the CCMA but the parties were unable to resolve the dispute (paragraphs 4.16 and 4.17). The respondent admitted the contents of these paragraphs.

[6] In this regard, the certificate of outcome of dispute referred to conciliation (LRA Form 7.12 - annexure "A" to the applicants' statement of case) stated that: "I certify that the dispute between IBSA **(Visagie and 11 others)** and Southern Life Association (Ltd) referred for conciliation on 28 September 1998 and concerning [an] **unfair dismissal dispute - Retrenchment** remains unresolved as at 28 October 1998" (emphasis supplied).

[7] I am of the view that this certificate constitutes proof that the unfair dismissal or retrenchment dispute *in casu* was properly conciliated as is required in terms of section 191(1) and (4) (read together with section 135) of the Labour Relations Act, 66 of 1995 ("the Act"). In this regard section 157 (4)(b) of the Act also declares that a certificate issued by a commissioner stating that the dispute remains unresolved is sufficient proof that an attempt has been made to resolve that dispute through conciliation. In fact, it was common cause *in casu* that the unfair retrenchment dispute had been subjected to conciliation before it was referred to adjudication by the Labour Court (*supra*). In the event, the purpose of section 194(4) namely to subject all unfair dismissal disputes to conciliation before adjudication by the Labour Court has been complied with *in casu*.

[8] In my view, the *onus* of rebuttal shifted to the respondent to show that the dispute *in*

casu has not been properly conciliated in terms of section 191(4) of the Act because, as the respondent now contends, it was never properly referred to conciliation in terms of section 191(1) of the Act.

[9] The respondent did not lead *viva voce* evidence in this regard and issues such as what had transpired at the conciliation proceedings (for instance, was the issue of IBSA's status as representative addressed or not) and what the relationship between IBSA and SEMCO is (they appear to have combined membership forms - *supra*) were not cleared up by the documentary evidence referred to above (for instance, copies of the constitutions of the two staff associations were not made available). After all, the membership forms create the impression that there is some dual relationship and *ex facie* the certificate of outcome of dispute (*supra)* it appears that the individual applicants ("Visagie and 11 others", listed in the referral document) were indeed considered to be parties to the conciliation.

[10] In the event, I am still, at the very least *prima facie*, of the view that proper conciliation proceedings preceded the proceedings in the Labour Court as is required in terms of section 191(4) of the Act. In other words, I am satisfied on the evidence that the necessary jurisdictional facts are present *in casu* and that the individual applicants are, at the very least, applicants in their own name before Court. It also needs to be reiterated that the respondent never took these conciliation proceedings on review to allow the Court to properly deal with its objections and to grant the CCMA the opportunity to respond to its allegations. Neither did the respondent, as would have been the proper procedure, raise its contention as to the absence of jurisdiction as a point *in limine*. It follows from the foregoing that the respondent has failed to satisfy its *onus* to rebut the presence of the necessary jurisdictional facts.

[11] The consultative process which resulted in the retrenchment of the individual applicants started on 27 March 1998 (see exhibit A48) when the issue came up inadvertently during a discussion with the security staff (the individual applicants were employed as security guards at the respondent's Great Westerford premises). The individual applicants did not put forward any proposals but expressed an interest in hearing management's proposals (exhibit A49). Management made it clear that no decision on the future of the security department had been taken at the time (exhibit A50).

[12] The first proper step was a letter dated 24 April 1998 sent to Mr Kurt Petersen ("Petersen") the chairman of SEMCO, the staff association which represented the individual

applicants during the consultative process (also referred to above).

[13] Mr D Holmes ("Holmes") who was the respondent's main witness and who was at the time the senior manager of corporate facilities under which the security department fell, wrote the following in regard to the reasons for the proposed retrenchment of SEMCO's members in the security department: "As you are aware the support services workstream of CATT has been looking at ways of reducing costs. One of the ways to do this within corporate facilities is to **outsource** various services. We have investigated the **potential costs savings** of outsourcing security and have determined that some **R500 000** per annum could be saved by outsourcing this function at Great Westerford. Enclosed please find quotations of two reputable security companies together with an audited statement of salary and related costs of the security department for the financial year ending 31 March 1998" (emphasis supplied).

[14] One of the "alternatives considered" before proposing the retrenchments was (according to the letter) to reduce pay and benefits of all security staff but it was stated that this meant that a 40% reduction in pay would have to be made and that "we do not believe that this is viable". Other alternatives mentioned were to terminate the services of mail room employees (which would have involved a significant reduction in salary) and redeployment as well as "offer alternative employment to affected employees with the appointed security company". In regard to this last-mentioned option it was stated that "both security companies that have quoted are prepared to consider any candidate for appointment" and added "[i]f selected, it would mean that the affected staff would work at another contract other than Great Westerford on the terms and conditions of the appointed contractor". More about this alternative later. The target date for retrenchment and/or outsourcing was given as 1 July 1998.

[15] The two main contenders for the said outsourcing contract were Gray Security Services ("Gray") and Sabre Security ("Sabre").

[16] SEMCO raised the issue of a staff tender for the said outsourcing contract at the first proper meeting in the consultation process on 7 May 1998 (exhibit A64). SEMCO wrote to Mr A Mofokeng ("Mofokeng", the head of human resources) on 11 May 1998 requesting assistance with such tender (exhibit A65). Mofokeng offered such assistance in a letter dated 13 May 1998 (exhibit A66).

[17] At the next meeting on 21 May 1998 the tender by the security staff (the individual applicants) for the outsourcing contract was discussed in regard to especially the timing thereof (exhibit A94). Holmes wanted the staff tender by 29 May 1998 but Mr Ndlovu of SEMCO stated that he needed a week to come up with a timetable. In a memorandum of 22 May 1998 Holmes wrote to Petersen: "Should SEMCO wish to submit a proposal on behalf of the security staff for consideration, the broad principles of what they envisage together

with the financial implications must be submitted to me by Friday 5 June. If the proposal is competitive we can then enter into further negotiations" (exhibit A100 to A101).

[18] No response was received from SEMCO and the next meeting took place on 4 June 1998. At this meeting SEMCO raised as an alternative to the proposed retrenchments the possibility of a 20% cap on future salary increases of the security staff (the individual applicants). It was common cause that this alternative was not financially viable as the break-even point would have taken too long to achieve (see also exhibits A109 to A111). Nothing was, however, said about the tender proposal or the looming deadline of the next day. In fact, 5 June 1998 came and went without a proposal from the individual applicants being received by the respondent.

[19] In view of the foregoing, Holmes advised Sabre on 11 June 1998 that it had been awarded the contract for the outsourcing of the security function (exhibit A127). Holmes followed this up with a retrenchment notice to SEMCO on 12 June 1998 stating that SEMCO "have *(sic)* not come up with any viable alternative to the outsourcing of the security function and that it is my intention to proceed with effect from 1 July 1998" (exhibit A114).

[20] The individual applicants, having decided to utilise the services of an outside consultant (the Hope of Africa Foundation) on 10 June 1998 (exhibit A112), submitted a tender dated 17 June 1998. However, Holmes stated in giving evidence that this tender was a mere copy of the Gray tender and was, in any event, not the proper business plan that he had requested. In the absence of any contradictory evidence (the applicants closed their case without calling any witnesses) I accept the validity of Holmes' criticism of the applicants' proposal (submitted by the Hope of Africa Foundation - exhibit A115 to A122).

[21] At a meeting of 18 June 1998 it was agreed that the process of submitting a staff tender could be re-opened (exhibit A125 to A127). At a meeting planned for 29 June 1998 no presentation could be made as the presenter was not available at the right time and agreement was reached that the tender would be faxed to Holmes and to the respondent's Mr A van der Zwan (the executive director in charge of the corporate facilities division - "Van der Zwan") the next day (exhibits A 130 and A131).

[22] The proposal was not so faxed. There was no evidence of any further activity until a letter was written by Petersen on 6 July 1998, making enquiries. Holmes answered that the "decision to outsource the security function to Sabre Security was temporarily put on hold pending your submission of a proposal" and extended the deadline for the staff proposal to 17H00 on 7 July 1998.

[23] A proposal was faxed by the Hope of Africa Foundation at 21H00 on 7 July 1998. However, Holmes testified that this tender was still not the required business plan. In fact, the document stated that "a full business plan" was still to be prepared (exhibit A140).

[24] A meeting scheduled with Van der Zwan for 10 July 1998 was called off due to bereavement in his family. In any event, it was clear from memo's written by Holmes to Van

der Zwan (exhibits A143 and A146) that the respondent had decided to call a halt to all presentations on the staff proposal. In a letter drafted by Holmes for the signature of Van der Zwan (dated 10 July 1998 - exhibit A144 to A 145) the respondent informed Petersen that the staff proposal "leaves a number of questions unanswered with regard to structure, management and financial aspects of the proposed company".

[25] The letter continued: "As you are aware a major focus of the company at present is to reduce costs. The Hope of Africa Foundation proposal is considerably more expensive than an alternative quotation that we have from Sabre Security who we are satisfied can meet the requirements of the contract".

[26] This letter was eventually signed by Van der Zwan on 22 July 1998 (exhibit A153 to A154) and on 23 and 24 July 1998 SEMCO and the individual respondents were informed by letter signed by Holmes that they were to be retrenched with effect 31 August 1998 (exhibits A155 to A161).

[27] Mr T Coulter ("Coulter"), the regional manager of human resources at the time, was the other witness on behalf of the respondent. He explained the process of "CATT" (the Change and Transformation Team or exercise at the respondent). An outside consultant, Gemini, was brought in to assist in the process and a "strawmodel" was drawn up (exhibit A7).

[28] As part of this process, the decision was taken to outsource the "non-core" functions of the respondent (exhibits A8 and A9). A merger took place at approximately the same time but this did not influence the retrenchment of the applicants in any real sense. Coulter stated that the reason for this decision to save costs by outsourcing was the fact that the respondent was not competitive enough in the financial market in which it operated and needed to cut back on costs.

[29] A "workstream" was set up under Van der Zwan to look at outsourcing in the corporate services area. Information was sent out to the employees during this process. As will appear more fully later, the CATT process played only a peripheral part in the downsizing in the present matter as the retrenchment of the applicants was decided upon by Van der Zwan on the advice of Holmes and there was no clear evidence that this decision was ever fed back into the CATT process as such.

[30] Coulter stated that the security department had "problems". The staff did not get on with the manager of the department or with the senior manager (Holmes). Attempts at addressing these problems were unsuccessful and the situation did not improve.

[31] Coulter testified that he attended the consultative process (referred to above) at which the line manager (Holmes) presided as it was his area of management. Coulter merely monitored the process. However, the role of the human resources department was also to assist Holmes in drawing-up the letters during the consultative process (referred to above).

[32] The correspondence between members of management behind the scenes of the consultation process painted a different picture to the external commitment to consultations expressed in the letters to the representative of the individual applicants (referred to above).

[33] In this regard an important communication took place between Holmes and Coulter before the consultations even started.

[34] On 27 February 1998 Holmes sent the following memo to Coulter. Under the heading "outsourcing of security", Holmes expressed the following "concerns" about the individual applicants: "Negative reaction on being advised of potential outsourcing and during consultation process. This could include: tampering with the data on the system; ignoring of alarms; theft; non-performance of duties and either actively or passively assisting others to commit theft; adopting an 'otherwise attitude' with customers - internal and public". The letter ended with the heading "actions": "Is there any way the agreed process of letters of intent, consultation etc can be altered so that the decision to outsource is only advised to staff once the appointed contractor is in a position to take over? Should we as part of awarding the contract, get the contractor to agree to employ our staff, not necessarily on our site?" (exhibit A16 to A17).

[35] In a follow-up memo dated 5 March 1998 (exhibit A20) Holmes stated that the company could be at risk and suggested that "the following recent occurrences support this argument": "1. Two years ago both the security manager and his deputy were dismissed for non performance of their duties and theft respectively. 2. Over the years there have been a number of incidents that suggest that relationships between shift members and between shifts are strained. These include arguments around religious beliefs; refusals by certain staff to work with other staff; [and] accusations and counter accusations between controllers and threatened legal action. All these instances have required management intervention to resolve them. In my opinion, the occurrence of this sort of disagreement in the security department is higher than one would expect in a typical work environment. 3. Approximately six months ago major differences of opinion between staff and the manager of the department surfaced. This required my intervention and the involvement of other parties such as Semco and human resources to resolve. Agreement was reached on 3 March that the situation had 'normalised' and that the monthly meetings between me and controllers could be discontinued. 4. While the working relationships now appear to be satisfactory it is in *(sic)* my opinion that they could easily deteriorate. 5. There have been instances of unauthorised changes to access levels on the access control system. All staff have denied any knowledge of making the changes".

[36] The individual applicants who were at that stage being engaged in the consultation process (*supra*) knew absolutely nothing about the above two memo's.

[37] Coulter stated that he had phoned Holmes to respond to the memo's and had advised him "to let the consultation process deal with these matters or concerns". He warned that the "consultation process could not be short circuited".

[38] Coulter also admitted that these concerns meant that Holmes had introduced an element of fault into the equation. However, as disciplinary action could not be taken, it was Coulter's advice that these "serious concerns" must be made part of the consultation process. Holmes conceded that there were certain "performance issues" in regard to the security staff (the individual applicants), referring to the concerns raised in his memo's (*supra*).

[39] However, Holmes admitted that these concerns were never raised during the consultation process and the minutes of the meetings were likewise silent on this issue.

[40] Coulter admitted that the respondent did not discourage the individual applicants from advancing a proposal on outsourcing the security function to them and that the respondent knew that they were not experienced business people. Holmes went further and admitted that the individual applicants were indeed encouraged that they would have a good chance if they got their act together.

[41] Even before the second consultative meeting Holmes already had a meeting with Sabre and on 14 May 1998 Sabre wrote a letter to Holmes offering to give the individual applicants "first preference" for the positions under the outsourcing agreement (exhibit A80). Revealingly, Holmes answered this offer as follows in a letter to Sabre dated 18 May 1998 (exhibit A82 paragraph 3): "While we are appreciative of your offer of employment to our existing staff subject to the criteria detailed in your letter, we are of the opinion that it might be better not to have our former staff on the premises and you therefore need to consider alternative staffing for the various positions". This letter was written at a stage when the respondent was supposed to have been seriously considering the outsourcing of the security function to these very same employees (as the said letter also indicated).

[42] Coulter admitted that the question of who would get the outsourcing contract was part and parcel of the consultation process. However, Holmes did not consider these employees (the individual applicants) fit to serve on the respondent's premises, even under the control of an outside company. Moreover, this crucial fact was never disclosed to the individual applicants during the consultation process.

[43] This leaves me with serious doubt as to the *bona fides* of the respondent when it consulted on this alternative to mitigate the adverse effects of the retrenchment on the individual applicants, that is, the outsourcing of the security contract to them. In fact, the respondent has failed to convince me that it ever intended to outsource the contract to the individual applicants provided that a cogent business plan was put forward. I therefore reject,

on the probabilities, Holmes' averment that the staff would have been favoured had they come up with a cogent business plan.

[44] In fact, Holmes admitted that even if there was a cogent business plan he would "probably not" have outsourced to persons he did not regard as "honest, reliable or efficient". He also conceded that it would have been better in retrospect to have raised his concerns about what had happened in the past during the consultation process and that this was a factor relevant to the decision not to award the tender to the individual applicants.

[45] Further, Coulter stated that Holmes had to make the decision on outsourcing "together with" Van der Zwan. Van der Zwan had followed Holmes' advice on the letter sent out to the individual applicants on 22 July 1998 (*supra*). In the event, I am also not persuaded by the argument that Holmes who was, after all, the senior line manager intimately involved in the consultation process, was only a "small cog" and did not influence the outcome of the process.

[46] In fact, Holmes admitted that it was "unlikely" that the outsourcing to the individual applicants would have taken place, given his views on the risk that this posed to the respondent. In the event, I reiterate that I am not persuaded that the respondent ever seriously considered outsourcing the security function to the individual applicants. As outsourcing was an alternative to minimize or mitigate the adverse effects of the retrenchment, due and proper consideration should have, in all fairness, been given to the staff proposal or tender.

[47] Section 189(2)(a)(iv) of the Act states clearly that the consulting parties must attempt to reach consensus on, *inter alia*, appropriate measures to mitigate the adverse effects of the retrenchment dismissals.

[48] Although not to be treated as a checklist item, this statutory obligation is important because the retrenchees concerned are losing their jobs through no fault of their own and there is thus a definite need to consult on alternatives to avoid the adverse effects of their dismissal.

[49] In terms of the facts which presented themselves *in casu* the individual applicants were encouraged to put forward a proposal for outsourcing the security function to them and they were made to believe that they stood a good chance in doing so.

[50] In these circumstances the said obligation becomes even more important. Further, the individual applicants were employees of long standing (average length of service was 13,5 years) and their misguided belief resulted in them pursuing a red herring whilst their energies

could have been more properly spent on investigating other alternatives to dismissal.

[51] See also in this regard section 2 of the Code of Good Practice for Dismissals Based upon Operational Requirements (Notice 157 of 1999) which provides as follows:

> "Dismissals for operational requirements have been categorized as 'no fault' dismissals. In other words, it is not the employee who is responsible for the termination of employment. Because retrenchment is a 'no fault' dismissal and because of its human cost, the Act places particular obligations on an employer, most of which are directed toward ensuring that all possible alternatives to dismissal are explored and that employees to be dismissed are treated fairly".

[52] The respondent brought fault into the equation when considering alternatives to alleviate the adverse effects of the retrenchment. More importantly, this important fact was never disclosed to the individual applicants even when their proposal for outsourcing was placed on the consultation table. In the event, this constituted a serious breach of the respondent's obligation in terms of section 189(2)(a)(iv) of the Act (*supra*). In fact, these actions or omissions by the respondent make the retrenchment procedurally unfair. In other words, the respondent has failed to show that the retrenchment process was procedurally fair in terms of its *onus* contained in section 192(2) of the Act.

[53] In this regard it may also be mentioned that other relevant information was never given to the individual applicants.

[54] The "scope of works document" which stated what the parties were tendering for was never seen by Coulter. Holmes admitted that such document should in principle have been made available to level playing fields (exhibit A22 to A26).

[55] Moreover, on 23 March 1998 Holmes sent his "business plan" to Coulter (exhibit A41 to A47). Interestingly, the outsourcing decision appears to have been taken even before this business plan was drawn up.

[56] Holmes admitted that this document formed the basis of the economic rationale for outsourcing the security department and that a consulting party would have needed the business plan to ascertain how the calculations were made. However, Holmes stated that he could not remember it being given to SEMCO and conceded that it should have been given to them. This matter was, however, discussed at the consultative meeting of 14 May 1998.

[57] Further, a "streamlining option" had been identified but rejected as an alternative to retrenchment (exhibit A3) but this alternative and the reasons for rejecting it (including the fact that this option was apparently tried out and failed) were not disclosed in terms of the

obligation contained in section 189(3)(b) of the Act.

[58] In spite the serious procedural irregularities discussed above, I am satisfied that a commercial rationale existed to outsource the security function.

[59] The calculations eventually put to Holmes indicated an annual saving of about R450 000 (see also the calculations attached to the respondent's heads of argument). I accept that the outsourcing was accordingly financially viable and that (although there were no consultations on this issue *per se)* security was regarded by all as a non-core function of the respondent. Further, although the decision to outsource the security department was made in principle before the advent of the consultation process, it was clear that the decision to outsource was merely being contemplated at the start of the consultation process.

[60] The question of outsourcing was also never really questioned during consultation process and the only real alternative to outsourcing that was proposed by the individual applicants (reducing the future annual salary increases by 20%) was never a viable alternative.

[61] The fact that the Sabre contract was put on hold after 11 June 1998 resulting in the respondent having to pay for personnel already appointed by Sabre to the tune of R26 220 per month (exhibit A147A) was, in my view, not an indication that the consultations took place against a *fait accompli* although it may be frowned upon as merely being another ruse in view of the finding that the respondent had never seriously contemplated giving the outsourcing contract to the individual applicants in the first place (for the reasons discussed above). Although it appeared that the tender of Sabre was not the cheapest tender (the cheapest was that of Gray) the fact that Sabre already had a contract to provide some of the security services appeared to have played an important role in awarding the contract to Sabre.

[62] In the event, I find that the retrenchment was procedurally unfair but substantively fair.

[63] I accordingly exercise my discretion in terms of section 193(2)(d) of the Act not to make an order as to reinstatement in the case of the three individual applicants who claim such relief but to award compensation to all of the ten individual applicants in terms of section 194(1) of the Act (their monthly remuneration was set out in exhibit "C").

[64] I am of the view that such compensation is capped at an amount of no more than 12 month's remuneration calculated at the employee's rate of remuneration at the date of dismissal in the light of the provisions of section 194(2) of the Act (dealing with the more

serious finding of substantive unfairness and introducing the said cap on compensation).

[65] A further consideration is that the outsourcing of the whole security department did in fact take place on the basis of an acceptable economic rationale (*supra*). Further, when Holmes also left the respondent's services (on 31 October 1998) the corporate facilities department was no more and no in-house security function or department to reinstate the individual applicants into was left as this function had already been outsourced to Sabre.

[66] It is a *solatium* that I am awarding in terms of the judgment in *Johnson & Johnson (Pty) Ltd v Chemical Industrial Workers Union* (1999) 20 *ILJ 89* (LAC) at paragraph [41]. Accordingly, I need not investigate whether the individual applicants should have mitigated their losses.

[67] In terms of this judgment I only have a discretion to award the maximum compensation allowed or nothing. In my view, this fettering of the discretion of the Labour Court which is, after all, also a Court of equity, is undesirable. Parliament should therefore consider amending the Act in this regard to make provision for a discretion to award compensation that must be just and equitable in the circumstances of every individual matter.

[68] The present matter is a case in point. Although it would clearly not be just to award nothing to the individual applicants in the light of the seriousness of the procedural unfairness, it may likewise not be entirely just or equitable to award the maximum amount of compensation. Especially in the light of the fact that the consultation process during retrenchment exercises is a two-way street and the individual applicants have not been forthcoming with a proper business plan, I would have preferred not to award the maximum amount of compensation. As it happens, I am restricted by this very narrow discretion which I decide *in casu* to exercise in favour of awarding compensation (in the form of a *solatium*) for the serious procedural irregularity.

[69] In exercising my wide discretion to make an order as to costs in terms of section 162(1) of the Act, I consider it fair, taking into account the above deficiencies in the conduct of the individual applicants during the consultation proceedings, to make no order as to costs.

[70] In the event, I make the following order:

1. The dismissal of the individual applicants by the respondent with effect 31 August 1998 was procedurally unfair.

2. The respondent is to pay the following amounts as compensation to the individual applicants in terms of section 194(1) of the Act within 14 days of the date of this order:

2.1	Mr R Skrikker (R8 210 x 12)	=	R 98 520.00
2.2	Mr J Visagie (R8 102 x 12)	=	R 97 224.00
2.3	Mr I Jacobus (R8 640 x 12)	=	R 103 680.00
2.4	Mr J Isaacs (R7 235 x 12)	=	R 86 820.00
2.5	Mr R Vlotman (R3 943 x 12)	=	R 47 316.00
2.6	Mr J Williams (R4 551 x 12)	=	R 54 612.00
2.7	Mr B Brandt (R4 428 x 12)	=	R 53 136.00
2.8	Mr A Hendricks (R4 662 x 12)	=	R 55 944.00
2.9	Mr P Theron (R 4 747 x 12)	=	R 56 964.00
2.10	Mr D Adams (R4 110 x 12)	=	R 49 320.00

3. No order is made as to costs.

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BASSON, J

On behalf of the applicants:	Adv CS Kahanovitz instructed by Cheadle Thompson & Haysom
On behalf of the respondent:	Adv SC Kirk-Cohen instructed by Perrott Van Niekerk & Woodhouse
Dates of proceedings:	22, 23, 24 and 26 November 1999
Date of judgment:	1 December 1999