

SOUTH AFRICA / JUDGMENT

Dube and Others v Commission for Conciliation Mediation and Arbitration and Others (JR 1896/2021) [2023] ZALCJHB 351 (8 March 2023) [2023] ZALCJHB 351

COURT

Labour Court Johannesburg

BEFORE

Prinsloo

CASE / FILE NUMBER

JR 1896/2021

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THE

LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Not

Reportable

Case

no: JR 1896/2021

In

the matter between:

NOMKHOSI
DUBE
First Applicant
MANDISA
SIXABAYI-MDALA
Second Applicant
MALOSE
DOLO
Third Applicant
MUZIWAKHE
NGWANE
Fourth Applicant
SYLVIA
SIBIYA
Fifth Applicant
THEMBELA
LINGANI
Sixth Applicant
AMANDA

ERNSTZEN
Seventh Applicant
MOHAU
TSOTSETSI
Eighth Applicant
CHRISS
WIEGAND
Ninth Applicant
THEMBEKILE
MAVUSO
Tenth Applicant
ZIBELE
TSHONGWENI
Eleventh Applicant
and
COMMISSION
FOR CONCILIATION, MEDIATION
AND
ARBITRATION
First
Respondent
PAT
STONE N.O.
Second
Respondent
PARLIAMENT
OF THE REPUBLIC OF SOUTH AFRICA
Third
Respondent

Heard: 28 February 2023

Delivered: 8 March 2023
This
judgment was handed down electronically by consent of the parties'
representatives by circulation to them via email.
The date for
hand-down is deemed to be 8 March 2023.

JUDGMENT

PRINSLOO, J

Introduction

- [1] The Applicant filed an application to review and set aside a condonation ruling dated 26 July 2021 and issued under case number HO45-21. The Second Respondent (arbitrator) refused to grant condonation for the late referral of the Applicants' unfair dismissal dispute.

[2] The Third Respondent (Respondent) opposed the application.

Material background facts

[3] The Applicants were employed by the Respondent on fixed-term contracts as project managers and project co-ordinators, in the division strategy management and governance (division). They were employed for different periods ranging from 8 – 17 years, as their

fixed-term contracts were extended on multiple occasions since their appointment. Their last fixed-term contracts expired on 31 March and 1 April 2021.

[4] The Applicants' trade union (NEHAWU) referred an unfair dismissal dispute to the First Respondent (CCMA) on 12 April 2021. The dispute was set down for conciliation and on 6 May 2021, the CCMA issued a certificate of outcome, indicating that the dispute remained unresolved and that it could be referred for arbitration. On 12 May 2021, the parties were notified that the dispute was set down for arbitration on 10 June 2021.

[5] On 7 June 2021, the Respondent filed a point in limine that the CCMA did not have jurisdiction to arbitrate the dispute. The Respondent submitted that the Applicants' referral form

indicated that the date of dismissal was 31 March 2021, but in fact, their fixed-term contracts automatically terminated in accordance

with its terms on 31 March 2021 and that does not constitute the date of dismissal. The Respondent referred to the provisions of section 190(2) of the Labour Relations Act[1] (LRA) which provides that if an employer has failed to renew a fixed-term contract of employment, the date of dismissal is the date on which the employer notified the employee of the intention not to renew the contract. As such, the date of dismissal was not 31 March 2020, as that was merely the date the contracts automatically terminated. As the Applicants were informed of the Respondent's intention not to renew or extend their fixed-term contracts on 29 September 2020, they had to apply for condonation for the late

referral of their dispute.

[6] The Applicants subsequently filed an application for condonation for the late referral of their dispute, which application was opposed.

[7] The arbitrator refused to grant condonation and the condonation ruling is the subject of this review application.

The condonation application

[8] In order to assess the arbitrator's findings and the ruling he ultimately issued, it is necessary to consider the evidence that was placed before him.

- [9] The Applicants submitted that they were issued with 2-year fixed-term contracts in March 2019. The contracts were due to expire on 31 March 2021 and on 29 September 2020, the Respondent indicated that it had no intention to renew the Applicants' fixed-term contracts.
- [10] The degree of lateness was to be calculated from the end of October 2020 until 12 April 2021, which is five and a half months.
- [11] The explanation for the lateness is that the Applicants' fixed-term contracts were renewed continuously over the years and at no time was there any doubt that as per the norm, towards the expiry of the contracts, it would be renewed. The conduct of continuously renewing the Applicants' fixed-term contracts created a huge expectation that they would be renewed again. The Applicants explained that they were still confident of:
- '...internal procedures in addressing internal disputes before the matter can be referred to the CCMA. This included writing to the Presiding Officers requesting their intervention to get their contracts extended. The employees' belief was influenced by the employer's past practices when renewal of fixed term contracts upon their expiry were made. In certain instances, the contracts would be extended after the involvement of the Presiding Officers. It is on this basis that the employees had a reasonable and legitimate expectation that their contracts would be renewed. Based on the abovementioned past practices, the employees acted in good faith as they honestly believed that notwithstanding the announcement that their contracts won't be renewed, the management was going to renew their contracts as it has been doing for the past 8 (eight) to 17 (seventeen years) during which these employees were employed by Parliament.'
- [12] The Applicants further submitted that they did not want to submit a referral of a dispute at the time when NEHAWU appeared to be having promising and progressive discussions with the Respondent's management on the renewal of their contracts. Submitting a referral at a time when the stakeholders were engaged in progressive discussions, would be premature and in bad faith. This would have meant that they had no confidence in the ability of their union and management to resolve the issue.
- [13] The Applicants explained that there was a meeting on 15 October 2020 between management and NEHAWU to discuss the contracts and the restructuring of the Enterprise Project Management Office (EPMO) and it was resolved to have another meeting before the December closure of Parliament. NEHAWU continued to engage the management regarding the EMPO restructuring and the Applicants' contracts in January and February 2021. The explanation for the lateness was the fact that there were ongoing engagements between the parties and at no point did any of the parties indicate a disinterest in continuing with engagement. When there was no progress in March 2021, the union wrote to the Presiding Officers to request their intervention.

[14] In its opposing affidavit, the Respondent disputed that there were ongoing discussions between management and the union and stated that no specific facts were pleaded as to the ongoing negotiations, nor is there any evidence to support such a contention. The Applicants filed a replying affidavit but did not, in answer to the Respondent's contention, provide details of the ongoing discussions.

[15] The Respondent disputed that there was a reasonable explanation for the late referral of the Applicants' dispute.

[16] A memorandum addressed to the Presiding Officers requested the Executive Authority (EA) on 28 October 2020 to intervene in the decision not to renew the fixed-term employment contracts of employees of the EMPO (where the Applicants were employed) as well as to intervene in the decision to abolish the EMPO. It was recorded that a meeting was held with the EMPO employees on 29 September 2020 and they were informed that a decision was taken not to extend the EMPO employees' contracts beyond the end of March 2021, that the EMPO would cease to exist as an institutional structure as of the end of March 2021 and that there would be a restructuring of the division strategy and governance. The EMPO employees requested the EA to afford them an opportunity to engage and address the matters they had raised with the EA. The request for an opportunity to discuss the matter with a view to reaching an amicable solution.

[17] When the EA did not intervene, as requested, another similar memorandum was addressed to the Presiding Officers on 5 February 2021,

requesting the same intervention by the EA. There was no intervention and the Applicants' fixed-term contracts terminated on 31 March 2021.

[18] On 13 April 2021, after the termination of the Applicants' fixed-term contracts, NEHAWU wrote to the Presiding Officers, requesting intervention after the termination of the contracts. The Respondent submitted that the said letter was sent after the

termination of the Applicants' fixed-term contracts and is not an acceptable reason for the delay.

[19] The Respondent denies that the Applicants could have harboured any expectation that there would have been an extension of their

fixed-term contracts when they wrote to the Presiding Officers, more so when they received no response and they should, at that stage already, have been fully aware that the intervention they had sought from the EA would not result in any positive outcome for them. The Respondent further submitted that the Applicants could not have been influenced by any past practices, as it was the first time that the employer gave them a 6-month advance notice of the fact that their fixed-term contracts would not be renewed. The same advance notice was not given on the previous occasions when the fixed-term contracts were renewed.

- [20] The Respondent disputed that there were any promising or progressive discussions between NEHAWU and the Respondent's management. In fact, in their memorandum to the EA in October 2020, the Applicants stated that there was no real progress made in the meeting other than to have a follow-up meeting. The Respondent submitted that the mere fact that a meeting was held does not mean that there would be a positive outcome, especially in light of the fact that it was management's decision to give the employees the 6-month advance notice and that no further extensions would.
- [21] The Applicants submitted that they have "a huge prospect of a successful and positive outcome in arbitration if we are granted condonation". Their case is that the Respondent created a reasonable expectation of renewal on similar terms and conditions by the multiple renewals of their fixed-term contracts. They dispute the Respondent's position that the budget was cut and submitted that Parliament is an important institution funded by Treasury, as its work is of national importance.
- [22] The Respondent's case was that the objective facts were that the Applicants were employed in the EMPO, which was responsible for the implementation of projects and projects are by their very nature, of limited duration. In 2018, when the Respondent implemented a policy change, employees in bands E and D, who were on contract, were made permanent but it was made clear to the Applicants that their employment would not be made permanent under any circumstances. This must have dispelled any notion of an expectation of permanent employment. The Applicants were provided with fixed-term contracts ending on 31 March 2021 and even if there was any lingering thought that there would be an extension of their contracts beyond 31 March 2021, this was dispelled when the Respondent gave them 6 months' notice of the fact that there would be no renewal of their contracts beyond 31 March 2021.
- [23] The EMPO, where the Applicants were employed, was closed after the termination of their contracts and the work done by the EMPO is done by the available resources within the relevant line department. This was the result of severely curtailed funding for projects and line departments could no longer outsource their responsibilities and initiatives to the EMPO – each department had to work within the budgetary constraints brought about by the reduced financial allocation from the Government.
- [24] The Applicants submitted that Parliament is an important institution, central to democratic values, it is one of the three spheres of Government and it is in the public interest for it to be seen to be championing the democratic values expected by the public and to exude the democratic values it purports to stand for – the promotion of justice and fairness, employment and job security. If condonation was denied, Parliament would escape answering on the lack of fairness which it subjected the Applicants to.
- [25] The Respondent submitted that it is an employer that has obligations not only towards its employees but also the general public and that it has the same rights and obligations that all other employers in the country have. It is responsible for arranging its operations within the

allocated resources and the financial prudence of Parliament is coupled with the fact that it operates on public funds. The Applicants' argument that the Respondent must employ employees simply to create employment, irrespective of whether there is an operational need or financial justification for such employment, is untenable.

[26] The Respondent's position is that there is no public interest in an internal employer/employee dispute of this nature, but instead, it is in the public interest that the Respondent acts within its allocated financial resources.

[27] The Applicants submitted that they would suffer immeasurable and untold prejudice if condonation was not granted considering that the majority of them remained unemployed. With the outbreak of COVID, there were no prospects that they could get jobs elsewhere, if condonation was not granted, given the negative impact of COVID on the economy.

The test for the grant of condonation

[28] The relevant legal principles to be applied in an application for condonation, are well established. The court or relevant tribunal has a discretion, which must be exercised judicially on a consideration of the facts of each case and in essence, it is a matter of fairness to both sides.[2]

[29] In *Melane v Santam Insurance Co Ltd*[3] (Melane), it was held that:

'... Among the facts usually relevant are the degree of lateness, the explanation therefor, the prospects of success, and the importance of the case. Ordinarily these facts are interrelated: they are not individually decisive, for that would be a piecemeal approach

incompatible with a true discretion, save of course that if there are no prospects of success there would be no point in granting

condonation... What is needed is an objective conspectus of all the facts.'

[30] Condonation for delays in all labour law litigation is not simply there for the taking. The starting point is that an applicant in an application for condonation seeks an indulgence and bears the onus to show good cause.

[31] In *Toyota SA Motors (Pty) Ltd v Commission for Conciliation, Mediation and Arbitration and others*,[4] the Constitutional Court emphasised that one of the fundamental purposes of the LRA was to establish a system for the simple, quick,

cheap and informal adjudication of labour disputes. When it assesses the reasonableness of a delay, the court must not lose sight of this purpose.

[32] The approach that, in the absence of a satisfactory explanation for a delay, the applicant's prospects of success are ordinarily

irrelevant, has been conventionally applied[5] and was confirmed in National Education Health and Allied Workers Union on behalf of Mofokeng and others v Charlotte Theron Children's Home[6] where the Labour Appeal Court (LAC) held that without a reasonable and acceptable explanation for a delay the prospects of success are immaterial.

[33] In *Colett v Commission for Conciliation, Mediation and Arbitration and others*,[7] the LAC confirmed that without a reasonable and acceptable explanation for the delay, the prospects of success are immaterial and without good prospects of success, no matter how good the explanation for the delay, an application for condonation should be refused.

[34] It is evident that the Courts have endorsed the principle that where there is a delay with no reasonable, satisfactory and acceptable

explanation for the delay, condonation may be refused without considering prospects of success and to grant condonation where the

delay is not explained, may not serve the interests of justice. This was also confirmed in *Grootboom v National Prosecuting Authority and another*,[8] where the Constitutional Court has held that:

'The interests of justice must be determined with reference to all relevant factors. However, some of the factors may justifiably be left out of consideration in certain circumstances. For example, where the delay is unacceptably excessive and there is no explanation

for the delay, there may be no need to consider the prospects of success. If the period of delay is short and there is an unsatisfactory explanation but there are reasonable prospects of success, condonation should be granted. However, despite the presence of reasonable prospects of success, condonation may be refused where the delay is excessive, the explanation is non-existent and granting condonation would prejudice the other party.'

[35] An applicant in an application for condonation bears the onus to satisfy the court or tribunal that condonation should be granted and it is incumbent upon such applicant to provide a full explanation for every period of the delay. The explanation for the delay must be both comprehensive and persuasive and should cover every period of the delay.

[36] In *Independent Municipal & Allied Trade Union on behalf of Zungu v SA Local Government Bargaining Council and others*,[9] the principle was confirmed that it is not sufficient simply to list significant events that occurred during the period in question as that does not assist the court (or a tribunal) properly to assess the reasonableness of the explanation.

The condonation ruling

[37] The issue to be decided by the arbitrator was whether condonation should be granted for the late referral of the Applicant's unfair dismissal dispute.

[38] In his analysis of the evidence and argument, the arbitrator referred to the provisions of section 190(2)(a) of the LRA and found that the Applicants were aware that the Respondent did not intend to renew their fixed-term contracts on 29 September 2020. He recorded that the referral was 164 days late, which he found to be considerable.

[39] In respect of the explanation for the delay, the arbitrator summarised the reasons as the history of renewal of fixed-term contracts

previously experienced by the Applicants and the confidence the Applicants had in the Respondent's internal procedures to

resolve their grievance without the necessity of a 'premature' referral to the CCMA. He found that the previous practice in respect of the renewal of fixed-term contracts cannot constitute a reason for late referral of the dispute, but would be applicable in considering the prospects of success. The arbitrator found no compelling evidence that the Respondent's internal procedures were conducted in a manner which gave the Applicants encouragement that their dispute might be resolved internally, in any event not so to justify a five-month delay in referring this matter to the CCMA.

[40] The arbitrator recorded that, without a reasonable explanation for the delay, the prospects of success are immaterial and the prejudice to the Respondent in granting condonation is unreasonable.

The test on review

[41] I have to deal with the merits of the review application within the context of the test this Court must apply in deciding whether the arbitrator's decision is reviewable. The test has been set out in *Sidumo and Another v Rustenburg Platinum Mines Ltd and Others*[10] as whether the decision reached by the commissioner is one that a reasonable decision maker could not reach. The Constitutional Court very clearly held that the arbitrator's conclusion must fall within a range of decisions that a reasonable

decision maker could make.

[42] The review test is a stringent and conservative test of reasonableness. The Applicant must show that the arbitrator arrived at an unreasonable result.

[43] In *Bestel v Astral Operations Ltd and others*[11] (*Astral*), the LAC considered the limited scope possessed by this Court to review an arbitration award and accepted that an arbitrator's

finding would be unreasonable if the finding is unsupported by any evidence, if it is based on speculation by the arbitrator, if it is disconnected from the evidence, if it is supported by evidence that is insufficiently reasonable to justify the decision or if it was made in ignorance of evidence that was not contradicted.

[44] The LAC in Gold Fields Mining SA (Pty) Ltd (Kloof Gold Mine) v Commission for Conciliation, Mediation and Arbitration and others,[12] affirmed the test to be applied in review proceedings and held that:

‘In short: A reviewing court must ascertain whether the arbitrator considered the principal issue before him/her; evaluated the facts presented at the hearing and came to a conclusion that is reasonable.’

[45] The review Court must consider the totality of the evidence and then decide whether the decision made by the arbitrator is one that a reasonable decision maker could make based on the facts placed before him/her.

[46] In Parliament of the Republic of South Africa v CCMA and others,[13] it was held that:

‘[13] This Court accepts that when considering applications for condonation, Commissioners enjoy a wide discretion and the Courts should be cautious when interfering with decision arrived at by Commissioners in the light of that wide discretion.

[14] The applicable test before the Court can interfere with a Commissioner’s discretionary decision is whether or not it can be said that the discretion was exercised “capriciously, or upon a wrong principle, or in a biased manner, or for insubstantial reasons. Thus, the test is whether the Commissioner committed a misdirection, an irregularity, or failed to exercise his or her discretion, or exercised it improperly or unfairly.’

[47] In Cowley v Anglo Platinum and others,[14] it was held that:

‘When a commissioner is endowed with a discretion this Court will be very slow to interfere with the exercise of that discretion. The commissioner's exercise of discretion will be upset on review if the applicant shows, inter alia, that the commissioner committed a misdirection or irregularity; or that he/she acted capriciously, or upon a wrong principle, or in bad faith, or unfairly, or that in exercising the discretion the commissioner reached a decision that a reasonable decision-maker

could not reach. If it is clear that the commissioner exercised such discretion judiciously and fairly after taking into consideration all the relevant facts this Court will not interfere with the exercise of such discretion.’

[48] The ultimate question is whether holistically viewed, the decision taken by the arbitrator was reasonable based on the evidence placed before him. I have to consider this question taking into account the evidence that was placed before the arbitrator, the ruling he had issued and the grounds for review raised by the Applicant.

Grounds for review and analysis

[49] It is evident from the Applicants’ founding affidavit, setting out the grounds for review, that it is interspersed with allegations that the arbitrator exceeded his powers in arriving at certain conclusions or findings.

[50] There is no merit in this, as there are two broad categories of excess of power – absence of jurisdiction and excess of powers within jurisdiction. The first is where an arbitrator acts in the absence of jurisdiction, that is where the necessary jurisdictional facts are not in existence, such as the existence of an employment relationship or a dismissal. The second category is where an arbitrator, having jurisdiction, exceeds the limits of his/her powers, for example where an arbitrator orders reinstatement of an employee whose dismissal was found only to be procedurally unfair, or grants more than the maximum permissible compensation or decided an issue which the parties have not placed in dispute.[15]

[51] The Applicant submitted that the arbitrator exceeded his powers in arriving at certain conclusions or findings. The arbitrator is

duty-bound to make findings on the evidence before him and by doing so, he carries out his mandate – whether the findings are reasonable is an entirely different question. The Applicants' averments do not support any ground for review relating to the exceeding of powers by the arbitrator and are ill-advised.

[52] In the Applicants' heads of argument, it is submitted that there are two questions for determination to wit whether the condonation

application was even necessary and if condonation was necessary, whether the refusal of condonation was reasonable.

[53] The Applicants' argument that there was no need to apply for condonation in the first place cannot be accepted. Such an argument

contradicts the Applicants' own case before the CCMA and what was stated in their founding affidavit. The Applicants conceded in their founding affidavit (in the condonation application) that their referral was five months late and they cannot now, in their heads of argument in a review application, contend that there was no late referral and therefore no necessity for condonation.

[54] This argument also ignores the provisions of section 190(2)(a) of the LRA, which fixes the date of dismissal as being the date on which the employer notified the employee of the intention not to renew the contract. It is common cause that the Applicants were notified of the Respondent's intention on 29 September 2020 and the argument that the date of dismissal should be regarded as 31 March or 1 April 2020 is bad in law.

[55] The question to be decided by this Court is whether the refusal of condonation was reasonable.

[56] The Applicants raised a number of issues as grounds for review, but the gist of the Applicants' grounds for review is that the arbitrator misconducted himself by failing to appreciate that when considering condonation, the grounds are to be considered in totality, he did not consider the Applicants' prospects of success and the fact that the Applicants had first exhausted all internal remedies.

- [57] In my view, there is no merit in any of the grounds raised by the Applicants.
- [58] It is evident from the arbitration award that the arbitrator considered the fact that the Applicants attempted to exhaust internal remedies, and he found that there was no evidence that the Respondent's internal procedures were conducted in a manner which gave the Applicants encouragement that their dispute might be resolved internally, so as to justify a five-month delay in referring their matter to the CCMA. The arbitrator indeed considered the issue of internal remedies but found that it did not justify the delay.
- [59] I already alluded to Astral where the LAC held that an arbitrator's finding will be unreasonable if it is unsupported by any evidence, based on speculation, disconnected from the evidence, supported by evidence that is insufficiently reasonable to justify the decision or if it was made in ignorance of evidence that was not contradicted. A perusal of the record and the evidence that was placed before the arbitrator showed that the arbitrator's findings relating to the internal remedies and that it did not justify the lengthy delay of 164 days, are not unsupported by or disconnected from the evidence that was placed before him.
- [60] The Applicants' complaint that the arbitrator did not consider their prospects of success is also without merit.
- [61] The arbitrator recorded that without a reasonable explanation for the delay, the prospects of success are immaterial. This position has been confirmed by the Courts, as alluded to in the authorities referred to supra.
- [62] In casu, the delay was excessive and the explanation for the delay was far from compelling or comprehensive and the courts have endorsed the position that where the delay is excessive, the failure to provide a reasonable and acceptable explanation for the delay renders prospects of success immaterial. The fact that the arbitrator did not consider the Applicants' prospects of success, after finding that the delay was considerable and the explanation not compelling, is not unreasonable and does not render the ruling reviewable.

Conclusion

- [63] I have to consider the grounds for review within the context of the test this Court must apply in deciding whether the arbitrator's

decision is reviewable. The arbitrator exercised his discretion and he refused condonation. No case has been made out that the exercise of his discretion was not done judicially or fairly.

- [64] The ultimate question is whether holistically viewed, the decision taken by the arbitrator was reasonable based on the evidence placed before him. I have considered this question and I conclude that the arbitrator's findings fall within a band of reasonableness

based on the evidence that was placed before him and are not to be interfered with on review.

Costs

[65] In so far as costs are concerned, this Court has a broad discretion in terms of section 162 of the LRA to make orders for costs according to the requirements of the law and fairness.

[66] In *Zungu v Premier of the Province of KwaZulu-Natal and Others*,^[16] the Constitutional Court confirmed that the rule that costs follow the result does not apply in labour matters. The Court should seek to strike a fair balance between unduly discouraging parties from approaching the Labour Court to have their disputes dealt with and, on the other hand, allowing those parties to bring to this Court (or oppose) cases that should not have been brought to Court (or opposed) in the first place.

[67] This is a case where the Court has to strike a balance, considering the requirements of law and fairness. In my view, this is a case where the interests of justice will be best served by making no order as to cost.

[68] In the premises, I make the following order:

Order

1. The application for review is dismissed;
2. There is no order as to costs.
- 3.

Connie Prinsloo

Judge of the Labour Court of South Africa

Appearances:

For the Applicant:

Advocate A Granova

Instructed by:

P Mavuso Attorneys Inc

For the Third Respondent:

Advocate A Redding SC

Instructed by:

Webber Wentzel Attorneys

[1] Act 66 of 1995, as amended.

[2] D Harms, 'Civil Procedure in the Superior Court', LexisNexis South Africa at B27.6.

[3] 1962 (4) SA 531 (A) at 532C - F.

[4]

[2015] ZACC 40; (2016) 37 ILJ 313 (CC).

[5] See: NUM v Council for Mineral Technology [1999] 3 BLLR 209 (LAC).

[6] (2004) 25 ILJ 2195 (LAC) at para 23.

[7]

[2014] ZALAC 1; [2014] 6 BLLR 523 (LAC).

[8]

[2013] ZACC 37; (2014) 35 ILJ 121 (CC) at para 51.

[9]

(2010) 31 ILJ 1413 (LC) at para 13.

[10]

[2007] ZACC 22; (2007) 28 ILJ 2405 (CC) at para 110.

[11]

[2010] ZALAC 19; [2011] 2 BLLR 129 (LAC) at para 18.

[12]

[2013] ZALAC 28; (2014) 35 ILJ 943 (LAC) at para 16.

[13] (C646/16)

[2018] ZALCCT 12 (24 April 2018) at paras 13 - 14.

[14] [2016] JOL 35884 (LC) at para 21.

[15] C Bosch, A Mybrugh, 'Reviews in the Labour Courts', LexisNexis at p107 – 117.

[16]

(2018) 39 ILJ 523 (CC) at para 24.

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