

SOUTH AFRICA / JUDGMENT

Smart v Bytes Managed Solutions, A Division of Bytes Technology Group of South Africa (Pty) Ltd (JS986/10) [2014] ZALCJHB 59 (10 March 2014) [2014] ZALCJHB 59

COURT

Labour Court Johannesburg

BEFORE

R Lagrange

CASE / FILE NUMBER

JS986/10

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REPUBLIC OF SOUTH AFRICA

THE LABOUR COURT OF SOUTH AFRICA,

IN JOHANNESBURG

JUDGMENT

Case no: JS 986/10

Of interest to other judges

In the matter between:

GRETA JOANNE SMART Applicant

and

BYTES MANAGED SOLUTIONS, Respondent

a Division of BYTES TECHNOLOGY

GROUP OF SOUTH AFRICA (PTY) LTD

RULING

ON REQUEST TO DETERMINE INTEREST ON QUANTUM

LAGRANGE, J

[1] It was brought to my attention that the parties have an unresolved issue between them as to the payment of interest due on the quantum of the applicant's standby duty and overtime allowance, which the respondent was ordered to pay in terms of the judgement. Unfortunately the file was archived in error and has only recently been placed before me again.

[2] In my judgment, part of the order read:

"[45] The respondent is ordered to pay the applicant the difference between the actual payment made to her for being on standby duty and for overtime worked and what she would have received had the formulas in 44.1 and 44.2 being applied, for the period commencing 8 December 2007 and ending 31 July 2010.

[46] The parties are directed to seek consensus on the amount due to the applicant in terms of paragraph [45] above within 15 days of the date of this order, and any amount so agreed upon in writing must be paid to the applicant within 15 days thereafter, unless the parties agree in writing to extend the payment period to another specified date.

[47] In the event the parties are unable to agree on the amount due to the applicant in terms of paragraph [45] above, either party may refer the determination of the amount to this Court, subject to such directions the Court might make as to the procedure to be adopted."

[3] I understand that there is no dispute over the amount to be determined by the parties in terms of paragraph [46] of the judgement, but only over any interest due on that amount. In terms of paragraph [47] of the judgement, limited scope for the Court's further deliberation in the matter was provided for only in the event that the parties could not agree on the amount due in terms of paragraph

[45] of the judgement.

[4] The judgement did not specify the date from which interest on the unpaid portion of the applicant's standby allowance and overtime should be calculated. Although it is regrettable that the parties are unable to agree on this between themselves, it is not a matter which falls within the scope of the sole issue which was reserved for subsequent determination by the court under paragraph [47]. In respect of any other issues beside that one, the Court is functus officio.

[5] Accordingly, I am unable to pronounce on the question of the date from which interest due on the unpaid portion of overtime pay and standby allowance should run.

R LAGRANGE, J

Judge of the Labour Court

Date issued: 10 March 2014

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