Contemporary Labour Law

December 1994 Vol 4 No 5

The striking value of interdicts

by A A Landman

Our system of collective bargaining allows for a party to back-up the functionality of the process by a resorting to power play by way of industrial action - a lock-out in the case of an employer and a strike in the case of a trade union or group of employees. The rules relating to strikes and lock-outs are largely statutory in origin but have been considerably embellished by the courts. The rules are designed primarily to ensure that industrial conflict is not the weapon of first resort. Rather, our law requires a strike or lock-out to be the culmination of efforts aimed at ventilating issues and conciliating the underlying dispute at an appropriate statutory forum.

A fairly typical response to a strike is for the employer to seek an interdict in the industrial court or, more frequently, in the Supreme Court forbidding the trade union concerned from inciting the strike and the members and employees from participating in the strike. In this contribution we intend exploring the value of such an interdict in a strike situation including the premise on which it is based, strategy and tactics, its effect in law and practice and some avenues for development.

There are two types of interdicts available. The one is a common law remedy which can only be sought in the common law courts such as the Supreme Court. The other is a statutory remedy available in terms of s 17(11)(aA) of the LRA restraining unlawful industrial action which can only be granted by the industrial court. It may possibly be imprecise to speak of the s 71(11)(aA) remedy as an interdict but it so analogous that this terminology makes it usage acceptable. For an outline of the subject see Catherine O'Regan *"Interdicts restraining strike action - Implications of the Labour Relations Amendment Act 83 of 1988"* 1988 **ILJ** 959 and B P S Van Eck *"Bevoegheid van die nywerheidshof om interdikte te verleen"* 1992 **THHRR** 67- 74.

A common law interdict may be an interim interdict of a final interdict. The tests for an interim and a final interdict are different. A final interdict results in a final and binding order to cease the unlawful action. An interim interdict is supposed to be an order temporarily restoring the status quo and ordering the respondent to refrain from committing unlawful action pending the final determination of the matter by the court.

In practice interim interdicts are almost always final. They are final because they rarely followed up by further litigation especially as far as strikes are concerned. In law an interim interdict restrains the union from instigating the strike; not forever and a day, but until the law has been complied with. However once a strike has been stopped it can only be restarted

Managing Editor Prof. P.A.K. le Roux
Contributing Editor Andre van Niekerk
Consulting Editor Prof. A.A. Landman

Published by
Gavin Brown & Associates Box 4506 Rivonia 2128
Subscription Enquiries Tel: (011) 803-1008

difficulty. In most cases this is impossible. This explains why the interim interdict is a tactic favoured by some management lawyers.

Unlawfulness

An interdict is an order of a competent court forbidding the respondent named in the application from instituting or, if instituted, from continuing with any unlawful action. Before issuing an interdict the court must be satisfied that the conduct or threatened or anticipated conduct of the respondent infringes a right of the applicant. If the employer elects to go for an interdict in the common law courts the employer, in the case of a strike, has to show that the strike action or contemplated strike infringes his or her rights eg that it is a breach of contract or a delict or the breach of a statutory right. If the industrial court is chosen to interdict a strike, the employer would be obliged to show that the strike is unlawful in terms of our statute law.

It is not possible in terms of our law to interdict a lawful strike. Section 79 of the LRA forbids the institution of civil legal proceedings during a lawful strike unless some unlawful action whic constitutes a criminal offence is being pursued. Equally s 17(11)(aA) only kicks into action if the applicant can show that the industrial action, including a strike, is unlawful.

The need to show that the strike is unlawful causes the employer to scrutinise the conduct of the union or the group of employees with a magnifying glass. It is only if some legal technical deficiency is uncovered that the employer can hope to succeed. Of course various tactics come into play so that sometimes reliance is placed on an arguable case as opposed to a undeniable defect.

This tactic is assisted by the requirement that the facts establishing the underlying right of the employer need only be prima facie established and, more importantly, the facts may be open to some doubt although not to serious doubt.

In addition interim interdicts are brought on a minimum of notice to the other side and to the courts. This meant that the presiding officer is under a degree of pressure so that, contrary to the best of intentions, a more mature reflection and investigation of the issues may not take place.

The respondent is usually similarly disadvantaged. In a bid to deal with this problem Parliament enacted s17D which forbids the courts to grant an interdict or any other order to restrain any person, trade union or employer from instigating, inciting or participating in a strike or lock-out unless 48 hours notice of the application for such interdict or other order has been given to the respondent. Section 17D does allow for a shorter period than the 48 hours if :

(a) the applicant has given notice to the respondent in the prescribed manner of the applicant's intention to apply for the issuing of an interdict or other order;

(b) the respondent is given a reasonable opportunity to be heard before a decision regarding that application is taken; and

(c) the applicant has shown good cause why a shorter period than the period of 48 hours should be permitted.

There is also a special provision which requires 5 days notice of the intended application for an interdict to be given to a respondent. If at least 10 days prior to the commencement of a proposed strike or lock-out notice of the proposed strike or lock-out has been given to the applicant in the prescribed manner, the applicant is obliged to give at least 5 days' notice to the respondent of an application for an interdict or other order.

The restrictions do not apply in the case of an employer or an employee referred to in section 46 (1) ie a local authorities and their employees and farmers and their employees.

Onus to prove illegality

Until the advent of the Constitution our statutory law forbad some strikes absolutely and forbad other strikes until the statutory procedure had been followed. The starting point of the legislature and therefore that of the courts was that strikes are prima facie unlawful. See **National Automobile and Allied Workers Union (now known as NUMSA) v Borg-Warner SA (Pty) Ltd** (1993) 15 **ILJ** 509 (A) at 517F.

This is evident from the way in which s 65(1) of the LRA is framed. It states:

> *(1) No employee or other person shall instigate a strike or incite any employee to take part in or to continue a strike or take part in a strike or in the continuation of a strike.....*

The section goes on to state what steps may be taken under certain circumstances which will allow this prohibition to be overcome. See the law as laid down in the LRA, the PSLRA and the ELRA. A strike may be absolutely unlawful but others be lawfully conducted if certain steps are followed. It would therefore seem that although formally the employer bore the onus of showing that the strike is lawful because strikes were forbidden either absolutely or conditionally, it may be said that the union in turn bore an informal onus, more correctly an evidential onus, of showing that the strike was in compliance with the law.

Purists may argue that in law this is not the correct position as the actions of everybody are presumed to be lawful until the contrary is proved. As a matter of practice courts were and are inclined to view strikes as prima facie unlawful and to require a union and the strikers to prove the lawfulness of the strike or contemplated strike.

The requirement of a prima facie (a clear right) is easily met in so far as the employer is assisted by the statutory law which forbids strikes. See C B Prest **Interlocutory Interdicts** 47, 56.

The onus revisited

It is suggested that the LRA, PSLRA and ELRA may undergo some modification if this aspect were to be considered by the Constitutional Court (see 1994 **CLL** 75 on the insulation of our labour laws from constitutional scrutiny). In terms of the Constitution workers have the right to strike (see s 27(4)). A prohibition on this basic right would seem to be in conflict with the Constitution. It would seem to be permissible for a law to regulate the right to strike but it would not be permissible for this regulation to begin with a prohibition and then seek to afford a limited right to strike. It is suggested that now-a-days the onus on the employer would be, if not stronger, then less easily shrugged off. An employer who seeks to interdict a strike would have to prove that the strike is unlawful. He or she would be saddled with the burden of showing the illegality of the action. Assuming this to be so. The interdict, as a tactic of employers, becomes less useful than it has hitherto been.

The value of an interdict

The theoretical legal effect of an interdict is to cause the court to issue an order forbidding the conduct mentioned in the order or interdict. The interdict has the force of law. An interdict of a common law court can be enforced either by the authorities ie the police if it orders immediate and what may be termed police action. More usually those who offend against the order will be summoned to appear in the court issuing the interdict to show cause why they should not be committed for contempt of court.

An interdict in the industrial court occupies a far less certain and indeed a most unsatisfactory enforcement mechanism. An applicant who seriously wishes to enforce an interdict would be better advised to proceed in the Supreme Court rather than in the industrial court.

See the analysis of the enforcement of orders of the industrial court in **CWIU v Price Candles SA**

(unreported) and the discussion of the case in "*Treated with Contempt*" in 1994 **Employment Law** 16.

The value of an interdict, even one granted by the industrial court, should not be under estimated or evaluated solely on the basis of its formal legal value or its enforceability. There has and still prevails in our industrial society a habit of obedience and a respect for authority including the authority of the industrial court. This habit or respect for authority does not spring from fear of the legal consequences of disobeying the court. That is not respect but fear. Instead it comes from an acknowledgement of the credibility and the legitimacy of the institution and its role in society.

There were signs prior to 1991 that this respect was crumbling. This state of affairs was in no small measure due to the regular and unjustified use of applications for strike interdicts by some lawyers who saw the interdict as the main, if not sole, means of conducting labour relations on behalf of their clients. The situation has greatly improved.

The value of an application for an interdict is not always to be found in the relief which it gains or even may gain. The interdict has been used time and time again, especially in the industrial court, as a process which signals to the other party the urgency of situation. In the case of a wild cat strike or in the case of a strike or a threatened strike which is being handled incompetently, an interdict usually succeeds in getting the attention of a union official or a union lawyer.

It creates an opportunity, backed up by the possibility of a legal sanction if the opportunity is not utilised, for high level union intervention. Experience has shown that a meeting of the minds frequently ensues which often results in a mutually acceptable solution or accommodation of some kind or another.

There is another cogent, tactical, reason for seeking an interdict which deserves attention. In this case the primary purpose of obtaining an interdict is not so much the legal enforcement of the interdict as the fact that the successful party is placed by a credible institution of society, i.e., a court, in occupation of what has become known as the high moral ground. The interdict vindicates the winner. The loser is said authoritatively to be in breach of the law. In the conventional world this carries some weight. It can and sometimes does receive publicity and may have something of a propaganda value. The possessor of the interdict may use it to convince consumers and the public at large of the rightfulness of its case and to portray the loser as the transgressor of the law.

An interdict may order and require a union or strikers to desist from the performance of certain conduct or the interdict may even require them to do something. The ordinary interdict will not usually explicitly order the strikers to resume their employment. The question may be asked but if this is so why would an employer seek an interdict?

The reasons for wanting an interdict may extend beyond the immediate value of an interdict. It may also be in contemplation of possible action which the employer may consider if the illegal strike were to persist. The declaration of illegality could be the foundation of an action for the dismissal of the strikers on the basis that their participation in an illegal strike amounts to misconduct or, it may be founded on operational requirements linked to an economic crisis precipitated by the illegal strike.

The court which grants the interdict ought not to grant an advance approval for the dismissal of the striker in the event that they disobey the interdict. Such orders were sought prior to 1991 and have again surfaced in one guise or another. In **Rainbow Farms (Pty) Ltd v FAWU and others** (unreported NH 12/3/953) the industrial court was asked to grant a declarator that the strikers' demand (for the dismissal of three employees) which was the focal point of the strike was an unfair labour practice. The court noted:

"*Applicant argues that it would be open to this*

forum when dealing with the dismissal pursuant to a strike, to inquire into the reasons for the strike. If I am able to make that enquiry at that stage, there is no reason, so the argument runs, to inquire into the same question before any such strike. The benefit to be derived from this is that a declarator that the reason for the strike was unlawful or unfair, or that it showed that the strike would not be functional to collective bargaining, would effectively (or perhaps, hopefully) "nip it in the bud", and avoid possible dismissals...."

The court responded as follows:

"Though this is an attractive argument, I cannot leave out of account that a strike that complies with s 65 cannot be an unfair labour practice. There has not been any suggestion that the strike will not comply with that section; the indications are to the contrary...

I agree with the applicant that the declarator it seeks is not an interdict; respondents could still strike in the face of any such declarator. I consider however that an union, would, rationally, have to take the view that its teeth had been drawn. In my judgment a declarator (particularly - but not only - in the absence of a suggestion of mala fides) would amount to an unwarranted interference in powerplay."

The court displayed a proper appreciation for its role in power play. A strike in order to induce the reinstatement of employees is currently a lawful objective. The fact that from a juridical perspective the grievance had been attended to by means of a disciplinary hearing does not mean that the employees may not try by the exercise of power to address the situation to their satisfaction. The exercise of power play is a process, the result of which ought not to be anticipated by a forum such as a court.

The other principal reason why such an order (an interdict or declarator) cannot be granted is because dismissal is not merely a function of the law. It involves fairness and equity and a process of investigation which must be carried out by the employer and indeed it is, and should be, the employer's responsibility for the termination of employment. This responsibility cannot and should not be palmed off onto a court; particularly on an urgent basis, with truncated evidence and little time for reflection.

In a very real sense the employer who brings a successful application for an interdict obtains from the courts an authoritative advance ruling on the validity of the strike action. The court must consider the legality of the strike before making its order. Most often a declaration to this effect is embodied in the court's order. The declaration by an authoritative institution such as a court about the correct legal construction of the situation is important. It removes what uncertainty there may be. It is an opinion which is binding on both parties to the dispute.

Even if it is not in strict law binding on every employee taking part in the strike it is in our view sufficient that it binds the main protagonists. It removes the possibility that any further participation in the strike be carried on on the basis of a bona fide, albeit mistaken, belief that the strike or the continuation of the strike is valid.

If this is the case, as it is submitted it is, then there are powerful reasons why not only appropriate weight should be attached to the declaration of the court but also why the issue of the validity of the strike should, subject to a right of appeal against that order, be decisive of the issue. This raises the question of issue estoppel.

Issue estoppel

Issue estoppel is a rule of law which prevents a litigant from rearguing a point of law decided in a previous decision if:

(a) the same parties were involved;

(b) the same issue was involved.

The issues must be precisely the same e.g., the validity of the strike may be in issue. It has been noted by Hoffman **South African Law of Evidence** 244 that the rule does not apply to precisely similar issues.

(c) there must be no collateral issues. This means that the point in issue must have been essential for the delivery of the decision.

The rule of issue estoppel does not seem to have been raised pertinently in out strike law but it is submitted that it could be successfully raised. In practice the parties have often agreed to accept the verdict of a previous court as binding in a subsequent cases between the same or virtually the same parties.

Detrimental aspects of an interdict

From the strikers or would be strikers point of view an interdict is an undesirable feature because of the limited time afforded to respond to the application and because the balance of convenience usually, but not inevitably, favours the applicant, in these cases the employer. Possibly it would do our courts well to take into account the practical realities of the situation as was done by Lord Diplock in **NWL Ltd v Nelson** [1979] **IRLR** 478 HL. He said, referring to the applicable statute and English precedent:

> *My Lords, when properly understood, there is in my view nothing in the decision of this House in* **American Cyanamid Co v Ethicon Ltd** *to suggest that in considering whether or not to grant an interlocutory injunction [an interdict] the judge ought to give full weight to all the practical realities of the situation to which the injunction will apply...*

One of the practical realities to which Lord Diplock referred is that fact that an interim interdict may well be final.

The exercise of a discretion to grant or refuse an interim interdict is not subject to appeal. However the decision of the industrial court on application for an interdict can be reviewed. A decision by the Supreme Court can be appealed against and will succeed if there is an error of law as was the case in **Steel and Engineering Industries Federation and others v National Union of Metalworkers of SA (1)** (1992) 13 ILJ 1416 (T).

A A Landman

Bills, bills and still more bills

Parliament has been extremely busy on the labour front. Four bills were adopted which affect the labour community to a greater or lesser degree. Here follows a synopsis of the most important features of the Bills.

Agriculture

The amendments brought about to the Agricultural Labour Act are in the main technical amendments. All the amendments need not be mentioned here.

The Act now makes in clear that the Rules Board which makes rules for the industrial court may make rules for the agricultural labour court. The rules board is however expanded for this purpose to include representatives of employers and employees engaged in farming activities. The rules board may now also make rules regarding the right of representation in the court. A time limit has been introduced in regard to the referral of alleged unfair labour practices to the court. Such referral must be made within 180 days of the commencement or cessation of the alleged unfair labour practice. The court may, on good cause shown, condone the non-compliance with this provision.

The powers of the industrial court when dealing with an appeal from the agricultural labour court has been spelt out in more detail.

A potentially important, but probably ineffective amendment, provides that an order of the agricultural labour court may be enforced as if it were a decision of the Supreme Court. Previously the Act only dealt with the enforcement of orders sounding in money. The effectiveness of this amendment is doubtful in the light of the limited interpretation which the Supreme Court has given to the similar provision in the LRA regarding orders of the industrial court.

It has now also been made clear that an unfair labour practice should be dealt with by the agricultural labour court or the industrial court unless the parties have agreed that it be referred to arbitration.

The Act has been amended to allow an employer and employees who have agreed to contract out of compulsory arbitration to strike and to engage in lock-outs.

Certain oversights regarding the applicability of the Basic Conditions of Employment Act of 1983 have been rectified. A "farm worker" now includes an employee who wholly or mainly performs domestic work on dwelling premises on a farm. The farmer and his farm workers are authorised to conclude a written agreement in terms of which the ordinary working hours are extended for a period not exceeding 4 months but not by more than 8 hours per week. The ordinary working hours for the balance of the year must be reduced as provided.

Public Holidays

The Public Holidays Bill operates in two ways. It repeals or amends part of the Basic Conditions of Employment Act of 1983 and the Mines and Works of 1956. It also overrides these Acts and indeed all other legislation including wage determinations and industrial council agreements. See s 5.

Twelve public holidays are introduced. If a public holiday falls on a Sunday the following Monday is to be a public holiday. In a concession to labour and management the bill provides that any public holiday is exchangeable for any other day which is fixed by agreement or agreed to between an employer and an employee. The limitation being that the employee is still entitled to 12 public holidays but the timing may be altered by individual agreement. It is considered that a collective agreement between employees and an employer or employers would also be enforceable.

Every employee is entitled to at least the number of public holidays provided for in the Public Holidays Act. This of course means that additional holidays may be negotiated. Every employee is also entitled to payment for every public holiday. This payment is to be at least as favourable as the payment provided for by s 11 of the Basic Conditions of Employment Act of 1983. Basically an employee must be paid the usual remuneration if he or she does not work on a public holiday which falls on a day which is otherwise and ordinary working day. If the employee however works on the public holiday, and there is no prohibition on this being done, then additional remuneration is payable. Note that there is a special provision dealing with employees engaged in activities which are declared to be continuous activities.

The Act also provides that where an employee is entitled in terms of a wage regulating measure, agreement or contract of employment to more than the number of public holidays as provided for in the Act, the wage regulating measure, agreement or contract is not effected by the Act. This means that the obligation on the employer are not to be increased by virtue of the Public Holidays Act.

The Basic Conditions of Employment Act as applied by the Agricultural Labour Act of 1993 are also affected by this new Act.

NEDLEC

The National Economic, Development and Labour Council Bill proposes the absorption of the NMC into the newly created NEDLEC, a body which will also

perform the functions hitherto performed by the National Economic Forum (the NEF). NEDLEC is to consist of four chambers, namely a public finance and monetary chamber, a trade and industry chamber, a labour market chamber and a development chamber.

The council is to consist of members who represent organised business, members who represent organised labour, members who represent organisations of community and development interest and members who represent the State.

NEDLEC is enjoined to pursue five main goals including the consideration of all proposed labour legislation relating to the labour market before it is introduced in Parliament. Effectively this seems to mean that no labour law bill may be tabled in Parliament without it having been considered by NEDLEC.

Reports of NEDLEC including its annual report are to be submitted to the Minister of Labour and thereafter laid on the table of the Senate and the National Assembly.

Integration of labour laws

In terms of the Constitution all the Acts and decrees of the former TBVC countries and self-governing territories remain valid until repealed. The Integration of Labour Laws Bill empowers the Minister of labour to repeal the labour laws and decrees of the former TBVC countries and self-governing territories and to apply the labour laws of the Republic in those areas.

Labour Law Reform

The Department of Labour intended to publish the negotiating document (in bill form) and the memorandum of the ministerial drafting committee in October, subsequently in November 1994. The publication of these documents has again been delayed. It is expected that these documents will be published late in January or in February 1995. **CLL** will be devoting an issue to a discussion of the proposed changes.

AAL

From the Courts

Not seeing eye to eye - non-disclosure of facts by an employee:

W A Norval v Vision Centre Optometrists (unreported: NH 11/2/18218)

Norval was a student optometrist. He was employed on a casual basis in the respondent's practice where he worked under the supervision of a registered optometrist. When a vacancy occurred at the respondent's Randburg branch she offered the appointment to Norval. He was provided with a letter of employment. The respondent stated that she had assumed that Norval was a registered and qualified optometrist in terms of the Medical and Dental and Supplementary Health Service Professions Act.

The respondent at the behest of the Optometric Association provided them with a list of all optometrists employed by her. Included in the list was Norval's name. The association advised the respondent that Norval was neither registered nor qualified to practice as an optometrist. The respondent was prohibited from employing him.

The respondent then informed Norval that she was dismissing him because he was unqualified. The respondent did not demur. He was paid a sum of money. Subsequently he complained that his dismissal had been unfair.

The respondent stated that she believed that Norval was deceitful in that he posed as a qualified

optometrist whilst he knew that he was not qualified and that he was awaiting his results for an examination he had rewritten. Until he received his results he could not be registered nor practice.

It was put to the respondent that she had dismissed Norval because he was in financial difficulties. She denied this saying that her husband had made arrangements to assist Norval in this regard.

The respondent emphasised that as a result of Norval's conduct and representations she had assumed that he was qualified to practice. She conceded that she did not ask him any questions nor did she require any documentary proof. She stated that she was not in the habit of asking for certificates and that Norval should have communicated to her that he was awaiting the results of a supplementary examination.

Norval, in his evidence stated that he had advised the respondent that he was writing examinations in November 1993. Norval wrote the examinations. He passed three subjects at RAU and obtained a supplementary examination in one subject at UNISA. This he wrote on 13 January 1994. On 14 January he met the respondent and according to him he informed her that he believed he would pass. He said he had no knowledge that the law required him to be registered in order to practice. He denied that when the respondent dismissed him that she had told him of the reason for his dismissal. Norval did not approach the respondent when he received his results from UNISA. The court, referring to Le Roux and Van Niekerk **The South African Law of Unfair Dismissal** 90-91 said that where a contract has become permanently and objectively impossible to perform and this is not due to a fault of the parties the contract comes to an end automatically.

In addition if a statute expressly states that a contract will be void unless a prescribed condition is fulfilled and it is not fulfilled then the parties may resile from the contract or it may mean that the contract is unenforceable pending the fulfillment of the condition and they may not resile from it. The court had regard to the Medical and Dental and Supplementary Health Service Professions Act 56 of 1974 and came to the conclusion that as Norval was not qualified the contract was null and void.

The court concluded that as no employment relationship had come into being there could be no unfair labour practice and the application was dismissed.

Juggling arbitration and adjudication?

M N Mapu and others v Fastlane - Port Elizabeth Branch (Subdivision of Grinrod (Pty) Ltd) (unreported NHE 11/2/807)

Fastlane dismissed several of its employee. A dispute had arisen between them and Fastlane. The dispute had been referred to arbitration in terms of a voluntary agreement. The arbitrator was required to determine whether the dismissal of the employees was procedurally fair and substantively valid. The arbitration took place in November 1992. The arbitrator reported and made an award. The arbitrator ordered the reinstatement of the employees but required the employer to hold an appeal in regard to a final warning and if this warning was confirmed, Fastlane was required to reconstitute the disciplinary hearing and to hear new evidence and submissions and to reconsider a penalty.

Fastlane complied with the award and after consideration imposed a penalty of dismissal. An appeal, required by the award, was also held but the dismissal was upheld. The employees who were still aggrieved referred an alleged unfair labour practice dispute arising out of the "second" dismissal for the same offence to the industrial court for determination. The crisp question before the industrial court was

whether the arbitrator's award had finally determined the whole or any part of the dispute referred to the court.

The court held that it was clear from the award that the arbitrator had merely dealt with the procedural deficiencies which had occurred. The court pointed out that arbitration agreement was in terms of the Arbitration Act 42 of 1965 still valid and binding because a party could not unilaterally terminate an arbitration agreement. The court held that the employees should have remitted the matter to the arbitrator for a decision on the substantive validity of the dismissal.

The court held that itself did not have jurisdiction to remit the matter to the arbitrator as it was not a court referred to in the Arbitration Act of 1965. It also said that it had no jurisdiction because of the subsistence of the arbitration agreement.

The court, without expressing or articulating its reasoning, accepted that a submission to arbitration was binding on the industrial court. In terms of s 6 of the Arbitration Act of 1965 the proceedings in any court including an inferior court are stayed by means of a submission to arbitration. The question is whether the industrial court, which is not a court of law, is bound this provision. The court apparently held that it was.

AAL

Contemporary Labour Law is published every month from August to July of each year. Subscription fee R312-30 including VAT and storage binder. A limited number of previous volumes are still available.

Subscription Enquiries Tel : (011) 803-1008

The Industrial Court - Some facts and figures

The following statistics for the year ending October 31st 1994 give some idea of the extent to which parties, almost exclusively in the private sector, have used the Industrial Court to adjudicate on labour disputes.

COURT	Pta	Dbn	PE	CT	Total
Cases on hand ; October 1993	2659	1658	542	217	**5076**
Inflow	5339	1802	362	897	8400
Outflow	4602	2525	402	914	8443
Cases on hand ; October 1994	3396	935	502	200	**5033**

The backlog, including about 2000 cases which are not yet ready for trial, has remained constant at about 5033. In the year under review the court disposed of 2443 more cases than it did in the previous year. Had this not been done the backlog would have obviously increased by the same number.

A A Landman