



**IN THE CONCILIATION, MEDIATION AND ARBITRATION
COMMISSION (CMAC)**

HELD AT MBABANE

SWMB 233/2013

In the matter between:-

SIBUSISO N. MTHUPHA

Applicant

And

EDGARS ACTIVE MBABANE

Respondent

CORAM:

Arbitrator : Commissioner Siphon Nyoni

For Applicant : Dumisani Mabuza

For Respondent : Bonsile Kojane

ARBITRATION AWARD

Venue : 1st Floor Asakhe House Mbabane

Dates of Arbitration : 11th February, 2014, 3rd March 2014, 10th
March 2014, 17th March 2014 & 28th March
2014

Nature of Dispute : Unfair Dismissal

1. Details of Parties and hearing:

- 1.1** The Applicant is Sibusiso N. Mthupha an adult Swazi male of Mbabane. The Applicant was represented by Dumisani Mabuza a Labour Consultant during the arbitration proceedings.
- 1.2** The Respondent is Edcon (PTY) Ltd t/a Edgars Active a company duly registered and incorporated in terms of the law and having its principal place of business in Mbabane within the District of Hhohho.
- 1.3** The arbitration hearing was held at CMAC- Offices Mbabane Asakhe House.

2. Issue to be decided:

- 2.1** The issue for determination is whether the dismissal of the Applicant was procedurally and substantively fair.

3. Background to the dispute:

- 3.1** The Applicant is an ex-employee of the Respondent having been employed by the Respondent in the capacity of Permanent Stock Room Associate.
- 3.2** The Applicant was dismissed by the Respondent pursuant to a disciplinary hearing on the 18th of January, 2013.
- 3.3** The Applicant challenges the dismissal and alleges that same was procedurally and substantively unfair.
- 3.4** The dispute was conciliated upon and certified as an unresolved dispute at the conclusion of the conciliation process. The certified issues in dispute which appear from the

certificate of unresolved dispute are the following: Reinstatement or alternatively, notice pay E3,631.00(three thousand six hundred and thirty one Emalangi), severance pay E 11,619.20 (eleven thousand six hundred and nineteen Emalangi and twenty cents), additional notice E4,468.92 (four thousand four hundred and sixty eight Emalangi and ninety two cents) and compensation for unfair dismissal E43,572.00 (forty three thousand five hundred and seventy two Emalangi).

3.5 The parties subsequently agreed to refer the dispute to arbitration and duly signed **CMAC Form 8 Request for Arbitration** and I was appointed to arbitrate over the dispute.

4. Issues not in dispute:

4.1 A pre-arbitration meeting was held for the purpose of narrowing down the issues in the dispute. The parties agreed on the following issues:

- a) It was agreed that the Applicant was an employee to whom the provisions of **Section 35 of the Employment Act of 1980** applied.
- b) It was further agreed that the Applicant's claim for unfair dismissal with regard the procedural fairness would be confined to the alleged denial of the right to cross examine witnesses, the denial of the right to appeal and further the failure to suspend the Applicant prior the hearing so as to enable him to prepare for the hearing.
- c) With regards the substantive element of the dismissal, the Applicant admits committing the incident giving rise the dismissal but states in his defence that the rule contravened was not known to him.

5. Summary of the evidence:

5.1 Applicant was the only witness who testified in support of his case. A summary of the most important aspects of the Applicant's evidence influencing the outcome of this matter are detailed herein below.

Sibusiso N Mthupha (AW1):

5.2 The Applicant testified that he was employed by the Respondent in April, 2004 in the capacity of permanent Stock Room Associate. The Applicant stated that before he was employed on a permanent basis by the Respondent he had worked as a casual employee from 2003.

5.3 The Applicant stated that when he was employed permanently he was given a contract to sign and also received a hand book which contained the work place rules and regulations. He stated that the documents were not read and explained to him.

5.4 The Applicant stated that the handbook contained issues relating to the benefits he was entitled to by virtue of being a permanent employee of the Respondent. The Applicant explained that the benefits he was entitled to include being entitled to have and open a staff account. He explained that as a permanent staff member he was only allowed to purchase from the Respondent's stores using the staff account and could not purchase items on a cash basis.

5.5 The Applicant testified that during his induction course he was only taught on issues relating to customer service and the history of the Edgars Stores. He stated that he only attended

the induction course after having worked for a few years. It was the Applicant's testimony that during the induction course he never received any documents relating to company policies.

- 5.6** It was the Applicant's further evidence that during the trainings which were conducted by the Respondent on Tuesday's at the store that the only thing that they were taught on related to changes which the store was implementing.
- 5.7** The Applicant stated that the staff card policy was never given to him and that he only became aware of the policy after he had been charged.
- 5.8** The Applicant detailed the events leading up to his dismissal. He stated that on or about the 3rd of October, 2012 he had been put in charge of the store as the manager was in South Africa. He testified that he made a purchase for his brother in-law using the staff card. The Applicant stated that he used the staff card to make the purchase because he considered his brother in law as being part of his family.
- 5.9** The Applicant stated that his wife was also employed by the Respondent and that at the time he made the purchase for his brother in law his wife was on maternity leave. The Applicant testified that his brother in law was looking after their children and that he and his wife had decided to buy him a gift as a token of appreciation for looking after their children.
- 5.10** The Applicant testified that on the day he made a purchase for his brother in law his wife notified him in advance that her brother would be coming to the store. The Applicant stated that before his brother in law arrived at the store he duly

notified the security officer at the store. The Applicant stated that when his brother in law arrived at the store he duly proceeded to the point of sale to make the purchase. He stated that before making the purchase he first obtained a purchase slip which was a procedure antecedent to making a purchase on a staff account.

5.11 He stated further that the security officer was supposed to sign the purchase slip but that when he requested the security to sign the purchase slip he refused to do so and advised him that the slip was supposed to be signed by the Manager.

5.12 The Applicant testified further that since his staff account did not have sufficient credit he first paid an amount of E300.00 (three hundred Emalangen) which he took from his brother in law. He stated that after making the payment he proceeded to make the purchase. It was the Applicant's further evidence that after making the purchase he duly registered same in the staff account register book.

5.13 The Applicant conceded that in terms of the company procedure he was supposed to notify his manager if he intended to make a purchase using the staff account. He stated that he was not able to notify the manager before he made the purchase as she was not in store. The Applicant stated that he eventually called his manager and notified her of the purchase that he had made. He stated that his manager only enquired if the purchase had been a gift and if he had notified the security about the purchase

5.14 The Applicant testified that what he understood regarding the staff account was that it was permissible for employees to make purchases on the staff account for their children and wives. He testified further he had been told by his Manager

that he could also make purchases for his brothers if they were unemployed. The Applicant stated that other employees in the store also purchased items for their relatives using the staff accounts.

5.15 Applicant stated that it was only after his Manager returned that he was advised that the purchase he had made was against company policy. Applicant testified that it was his first time making a purchase for a relative using the staff account.

5.16 Applicant testified that he was requested by his manager to write a statement on what had happened regarding the purchase he had made.

5.17 It was the Applicant's evidence that he was only notified of the charges that he faced during the disciplinary hearing and that he had not been notified in advance.

5.18 The Applicant testified that during the disciplinary hearing he was advised of his rights and in particular of his right to appeal if he was not satisfied with the decision of the hearing. He stated after having been found guilty, he duly noted his appeal but he was not given an opportunity to make representations on the appeal he had noted.

5.19 The Applicant was crossed examined extensively by the Respondent and the following exchange took place; it was put to the Applicant that after he had noted his appeal that he was later given a document in response. The Applicant conceded that he did receive a document from the Respondent advising him that the decision of the disciplinary hearing was being upheld. It was further put to the Applicant that in terms of the Respondent's internal procedures there was no appeal but what was provided for was a review. The

Applicant responded by stating that he was not aware of the review procedure.

5.20 The Applicant was further asked how he had become aware of the disciplinary hearing since he had testified that he had not received the charges. The Applicant subsequently conceded that he had been given the charges before the disciplinary hearing

5.21 It was further put to the Applicant that the purchase he had made was not his first purchase but that it was his second purchase. It was put to the Applicant that he had on the 15th of September, 2012 made a purchase for a certain Mcebisi. The Applicant conceded that he had made the said purchase but argued that he had not been questioned regarding that purchase before.

5.22 The Applicant was also asked about the procedure to be followed when making a purchase. The Applicant was asked as to who was supposed to sign the purchase slip for him. The Applicant responded by stating that since he was acting manager at the time he made the purchase it was any staff member who could sign for him. He however stated that all the staff members that he had requested to sign for him had refused.

5.23 The Applicant further conceded under cross examination that when making a purchase a staff member was supposed to personally open a terminal and ring the purchase for him or herself. He further admitted that this rule also applied to purchases made on behalf of relatives.

5.24 The Applicant further stated under cross examination that staff were entitled to a (30%) thirty per cent discount when

purchasing using the staff account and a 20 per cent discount if the item purchased had already been discounted.

5.25 It was further put to the Applicant that his contract of employment contained all the details on how to use the staff account card. The Applicant disputed this and stated that it did not.

5.26 The Applicant further confirmed under cross examination that he had received the disciplinary handbook/code, the workplace regulations and the code of ethics.

5.27 It was also put to the Applicant that by making the purchase for his brother in law he had made someone who was not entitled to receive the staff discount to benefit from such.

5.28 Under re-examination the Applicant maintained that he was not aware of the rule that he had been charged with and further that it was a dismissible offence. He further stated that he did not know that it was his duty to read and understand the company policies.

6. Respondent's case/version:

6.1 The Respondent led three witnesses in evidence to support its case. A summary of the most important aspects of the Respondent's witnesses evidence influencing the outcome of these proceedings is detailed herein below;

Baby Malindzisa 'RW1'

6.2 She testified that she is employed by the Respondent in the capacity of Store-Manager for the Mbabane Edgars Active branch. She confirmed that the Applicant had been employed

by the Respondent in the capacity of permanent stock room associate.

- 6.3** The witness explained that when a person is employed by the Respondent such person as part of his or her induction is taught about the benefits of the staff account. The witness explained further that when the Applicant was employed he was also taught about the staff account. It was the witness's testimony that she had also personally taught her subordinate staff about the operation of the staff accounts and also about who was entitled to benefit from the discounts offered.
- 6.4** The witness stated that the only people who were entitled to benefit from the staff account were children and spouses of the particular employee. She further explained that staff was however also allowed to purchase bona fide gifts for relatives and friends. She referred to the staff card policy which was submitted as part of the Respondent's evidence.
- 6.5** The witness explained the procedure followed before a purchase was to be made using a staff account by an employee. She stated that the employee was required to first obtain authorisation from a line manager who will issue a purchase slip.
- 6.6** The witness stated that in the case of the Applicant since his Manager was not in the store and he was acting manager albeit being assisted by a lady named Nomsa, he should have consulted her if he wanted to make a purchase.
- 6.7** It was the witness's evidence that a staff member was not allowed to process a transaction on another employee's terminal. She stated that employees were further not allowed to serve themselves or serve their relatives. With reference to

the present case the witness stated that the Applicant failed to follow all the stated procedure. She testified that the Applicant when making the purchase had served himself and had also used another employee's terminal.

- 6.8** The witness testified that the Applicant had on the two occasions on which he had purchased items for people who were not entitled to benefit from the staff account discounts robbed the Respondent of profits. She stated that as a company they had certain values which they subscribed to. She stated that those values were integrity, performance, professionalism, people and leadership. The witness stated that in the present case the Applicant had tampered with the value of integrity. The Applicant stated that the Applicant knew what he was supposed to do when making a purchase but failed to follow procedure. The witness stated that the Applicant had taken advantage of the powers that were given to him when he was appointed to act as manager.
- 6.9** It was also the evidence of the witness that the offence which the Applicant had committed warranted a dismissal in terms of the company's disciplinary code. The witness referred to the disciplinary code which was also submitted as part of the Respondent's documents in support of her evidence.
- 6.10** The witness was cross examined briefly. The witness was asked if she was present when the Applicant underwent his induction course. The witness responded by stating that she was not present. The witness however stated that from time to time staff attended refresher courses and that she had personally discussed the procedures that the Applicant was supposed to follow.

Nonhlanhla Nxumalo 'RW2':

- 6.11** This witness testified that she is employed as the Store Administration Manager. She stated that she had worked with the Applicant since from 2011 up until January 2013.
- 6.12** The witness stated that during the period when the Applicant made the purchase for his brother in law she was in Johannesburg South Africa and that she received a text message from Nomsa informing her that the Applicant had made a purchase for his brother in law. The witness further confirmed that whilst she was on her way back to Swaziland she had received a call from the Applicant notifying her that he had made a purchase for his brother in law and that the purchase was a gift.
- 6.13** The witness stated that before making a purchase the Applicant was supposed to get permission first. The witness further stated that in the present case the Applicant had taken money from the relative before making the purchase. The witness explained that with regard to gifts employee is supposed to personally pay for the item and not take money from anyone.
- 6.14** The witness testified that when a person is employed by the Respondent there is an induction course and that during the induction the first policy you are trained upon is the staff card policy.
- 6.15** It was the witnesses' evidence that the Applicant had also made a purchase on or about the 15th of October 2012 and that when making that purchase the Applicant had taken money from relatives who were in the shop. The witness explained that staff purchases were only done for dependants. The witness as part of her evidence also submitted the

purchase slips for the items that had been bought by the Applicant. The witness stated that the Respondent had incurred a loss of E158.98 (one hundred and fifty eight Emalangeneni and ninety eight cents) as a result of the purchase that was made by the Applicant.

6.16 The witness further stated that during the disciplinary hearing she was appointed as initiator. She stated that during the hearing after the chairperson had explained the rights which the Applicant had and had also read out the charge, that the Applicant had entered a plea of guilty. She stated that after the Applicant had entered the plea of guilty the hearing proceeded with the hearing of submissions in mitigation and aggravating factors. The witness stated that the Applicant pleaded guilty to the charge and not that he was denied the right to cross examine.

6.17 This witness was cross examined very briefly. She was asked to confirm whether she had received a call from the Applicant notifying her of the purchase that the Applicant had made. The witness confirmed having received the call from the Applicant. The witness was further asked if the Chairperson had the background information or facts into the matter before proceeding with the aggravating and mitigating factors. The witness stated that the Chairperson did not know the back ground of the matter.

Nomsa Hlophe 'RW3'

6.18 She testified that she is employed by the Respondent as a Service Centre Operator. She stated that with regards to the first purchase which was made by the Applicant, that she was at the Service Centre on that day and the Applicant requested her to ring an item for him and that the Applicant was with

two guys. The witness stated that she refused to ring the item for the Applicant as it was against company policy.

6.19 The witness stated that with regard to the second purchase the Applicant was in the company of a male person and requested her to ring an item for him. The witness stated that even with this purchase she refused to ring the item for the Applicant. The witness stated that when she refused to ring the item, the Applicant proceeded to personally ring the item for himself. The witness stated that the Applicant was supposed to get authority first before purchasing the items.

6.20 It was the Applicant's testimony that on both occasions which the Applicant had requested she to ring items for him the Applicant had taken money from the people he was with.

6.21 She stated that she never reported the first transaction but when the Applicant did it again she decided to report the Applicant's transactions to her manager as she felt that she may be implicated.

6.22 The witness stated that she knew the company policies from the starter packs that she got when she was employed. She further stated that she had undergone numerous trainings and an induction course.

6.23 During cross examination the witness was asked if she had ever signed a document as proof that she had received the Respondent's policies. The Witness confirmed that she had signed to acknowledge that she had received the policies.

7. Analysis of the evidence and arguments:

- 7.1** I have in this award considered all the evidence and arguments advanced by the parties. In view of the requirements of **Section 17(5) Industrial Relations Act 2000(as amended)** I herein below set out concise reasons to substantiate my findings.
- 7.2** From the outcome of these proceedings the Applicant seeks the following relief: Re-instatement or alternatively, notice pay E3,631.00(three thousand six hundred and thirty one Emalangeni), severance pay E 11,619.20 (eleven thousand six hundred and nineteen Emalangeni and twenty cents), additional notice E4,468.92 (four thousand four hundred and sixty eight Emalangeni and ninety two cents) and compensation for unfair dismissal E43,572.00 (forty three thousand five hundred and seventy two Emalangeni).
- 7.3** The Applicant claims that his dismissal was procedurally and substantively unfair. It was agreed as common cause at the beginning of these proceedings that the Applicant was an employee to whom the provisions of **section 35 of the Employment Act of 1980** applied. The onus placed upon the Applicant by **section 42(1) of Employment Act 1980** to prove that he was an employee to whom section 35(supra) applied has therefore been discharged.
- 7.4** The Respondent however, bears the onus of proving that the termination of the Applicant's employment was for a fair reason and that it was reasonable in the circumstances of the case, see **Section 42 (2) Employment Act 1980**.
- 7.5** With regards to the procedurally aspect of the Applicant's case, the Applicant's initial argument as advanced during the pre-arbitration hearing was that his dismissal was procedurally unfair because he had been denied the right to cross examine

witnesses, that he had been denied the right to appeal and because he had not been suspended prior to the disciplinary hearing so as to enable him to prepare for his hearing. I shall accordingly deal with each of the grounds mentioned before moving to address the substantive element of the dismissal.

7.6 With regards to the denial of the right to cross examine witnesses, the Applicant in the presentation of his case either in evidence or during submission failed to address the basis of this allegation. It was however the Respondent who addressed the issue through the evidence of RW2. The witness stated that no witnesses were called during the disciplinary hearing because the Applicant had pleaded guilty to the charge. The general rule is that any witness who has been sworn and called to give evidence in chief is liable to be cross-examined. See; **DT Zeffert, The South African Law of Evidence 2nd Edition at page 907.** In the present case no witness gave evidence in chief and therefore the Applicant's argument has no basis.

7.7 The Applicant also argued that his dismissal was procedurally unfair because he had not been suspended prior to the disciplinary hearing and could therefore not prepare for his hearing. The Applicant did not refer me to any legal authority for the proposition that failure to suspend an employee prior to a disciplinary hearing constituted a procedural irregularity. I could also not find any legal authority to support the Applicant's argument. Neither did the Applicant submit that prior to the hearing or at the hearing, he made a request for more time to prepare for the case and that such permission was unreasonably refused.

7.8 The Applicant further argued that the dismissal was procedurally unfair because he had been denied the right to

appeal. The evidence of the Applicant was to the effect that upon receiving the ruling of the disciplinary hearing that he noted an appeal but was not given an opportunity to make representations before the appeal board. The Respondent however argued that in terms of the internal policies of the Respondent there was no appeal procedure but what was provided for was a review procedure.

7.9 The Applicant in support of this argument referred to the decided case of **Nhlengethwa vs. Standard Bank of Swaziland Ltd Industrial Court case 288/2002** wherein the court stated that unless a party has waived his right to appear before the Appeals hearing or the agreed procedure code precludes such appearance, it is most imprudent for an employer to determine the appeal without hearing the employee.

7.10 Upon perusal of the documents filed it is evident that the Applicant did not note an appeal but filed a notice of review. The Applicant further conceded under cross examination that he had received a document notifying him of the outcome of the review application.

7.11 Accordingly **John Grogan, Dismissal, at page 247** states that there is no rule as to the form an appeal should take. Some judges and arbitrators have held that it is sufficient for an appeal tribunal merely to review the procedures of the disciplinary inquiry and the appropriateness of the penalty imposed by the presiding officer. The author also goes on to state that the employer's disciplinary code procedure maybe relevant in determining the form of appeal.

7.12 The distinction between an appeal and a review does not depend on whether or not the employee is allowed to make

representation before the appeal or review board. The distinction is purely based on the subject matter of reviews and appeals. In review, the subject matter is generally restricted to the manner in which the lower tribunal reached its decision. A reviewing tribunal will only interfere with the lower tribunal's decision if it has committed some grave error or there was a manifest error in the reasoning by which it reached its conclusion. The subject matter of an appeal is generally an incorrect factual finding or the wrong application of the law by the lower tribunal.

7.13 In the present case the Applicant noted a review and the review was considered by the Respondent without allowing the Applicant to make representations. In essence the Applicant was excluded from the review. The Respondent did not submit or refer to any provision of its disciplinary code which provides for the exclusion of the Applicant. In the case of **Mekgoe vs. Standard Bank SA [1997] 4 BLLR** and **Nhlengethwa vs. Standard Bank of Swaziland Ltd Industrial Court case 288/2002**, the judgment of the respective courts was that an appeal hearing from which the employee was excluded is unfair unless the exclusion is provided for in terms of the disciplinary code. The Respondent has not referred us to any provision of its disciplinary code providing for the exclusion of the Applicant in the review.

7.14 I therefore find that the exclusion of the Applicant from the review to constitute a procedural irregularity.

7.15 On the question of substantive fairness, the principle contention of the Applicant is that he was not aware of the rule which he was alleged to have contravened.

- 7.16** The Applicant was charged with 'failure in your duty to demonstrate acceptable conduct in that on the 15th of September 2012 and October 3rd 2012 you abused your staff account by purchasing merchandise for your relatives at Edgars Active Mbabane. such action resulted in an unjustified gain to those people'
- 7.17** The Applicant admits that he purchased the items alleged for his relatives on the dates mentioned but in his defence pleads ignorance of the rule prohibiting such purchases.
- 7.18** 'It is generally accepted that employees may be disciplined for contravening rules only if they knew, or ought to have known of the existence of the rules', see **John Grogan Dismissal 2010 at page 149**. The issue therefore that calls for determination is whether the Applicant knew or ought to have known of the existence of the rule which he was charged of contravening. See also **The Code of Good practice: Termination of Employment**.
- 7.19** The evidence of the Respondent was that in terms of its staff account policy employees were not allowed to purchase merchandise on account for relatives and friends with the exclusion of the employees spouses and children. The Respondent's witnesses testified that a further exception was to the purchasing of bona fide gifts. It was the Respondent's witness's evidence ('RW1' and 'RW2') that they were allowed to purchase bona fide gifts for friends and relatives with the prior authorisation of a manager. The staff card policy was also submitted as evidence to prove the existence of the rule.
- 7.20** 'RW3' testified that the Applicant had made both purchases at instances when he was put in charge and when the substantive manager was not in the store. She testified that

on both instances she had refused to ring the items for the Applicant when requested by him because she knew that the purchases were against company policy. The evidence of this witness was not challenged in any respect by the Applicant.

7.21 The evidence of 'RW1' was also to the effect that she had personally taught her subordinate staff which included the Applicant on the staff card policy. She stated that all employees were familiar with the rules regulating purchases on staff accounts and that they all knew the classification of people who were entitled to benefit from the staff account discounts. The evidence of this witness was also not challenged by the Applicant.

7.22 By his own admission the Applicant stated that the security guard had advised him that the purchase which he made required the prior authorisation of his manager and that notwithstanding such advice the Applicant proceeded to make the purchase in the process thereby enabling persons who were not entitled to benefit from the staff discounts to benefit .

7.23 On the totality of all the evidence I find that the Respondent has on a balance of probability proved that the Applicant ought to have reasonably known about the rule which he contravened. The evidence of RW 1 to the effect that she had personally taught the Applicant on how the staff account operates was not challenged by the Applicant. RW 2 also testified that the Applicant had pleaded guilty to the charge during the disciplinary hearing and this evidence was also not challenged by the Applicant.

7.24 Under cross examination the Applicant conceded that he was aware of the Respondent's disciplinary code. The said code

stipulates that the appropriate sanction for abuse of staff account privileges thereby resulting in parties not entitled to such discount to benefit there from as a dismissal at first instance.

7.25 The length of service of the Applicant and his previous clean record cannot override the gravity of the offence he committed. See **Nkosinathi Ndzimandze & Another vs. Ubombo Sugar Ltd 476/2005. Section 36 of the Employment Act 1980** permits the dismissal of an employee who is found to have committed an act of dishonesty. Dishonesty cuts to the root of the trust in the employment relationship and warranting a summary dismissal.

7.26 The attitude of the courts with regards to dismissals is that a dismissal is not an expression of outrage or is it an act of vengeance. It is and should be a sensible responsible response to risk management in the particular enterprise; a dismissal has everything to do with the operational requirements of the employer's enterprise, see: **De Beer Consolidated Mines Ltd vs. CCMA & Others 2000 ILJ 1051.**

7.27 The Respondent suffered a loss as a result of the Applicant's conduct. The Respondent carries on the trade of a retail business. The Applicant committed the offences at a time when the Respondent had put him in a position that required utmost good faith.

7.28 I therefore find that the dismissal of the Applicant was substantively fair. I have already found that the dismissal of the Applicant was procedurally unfair by reason that the Applicant was excluded from the appeal hearing. Having taken into consideration all the factors surrounding the Applicant's

dismissal I order that the Respondent pays the Applicant compensation equivalent to one month's salary calculated at the rate of remuneration of the Applicant at the time of his dismissal.

8 AWARD/ ORDER

- 8.1 The award that I make is as follows:
- 8.2 The dismissal is held to be substantively fair.
- 8.3 The Applicant's dismissal is held to be procedurally unfair.
- 8.4 The Respondent is to pay compensation to the Applicant in the sum of E3,631.00(three thousand six hundred and thirty one Emalangi) being in respect of the procedurally unfair dismissal
- 8.5 No order for costs is made.
- 8.6 The Respondent shall pay the total amount of E3,631.00(three thousand six hundred and thirty one Emalangi) at CMAC Offices- Mbabane on or before the 30th of June 2014.

DATED AT MBABANE ON THE __ DAY OF MAY 2014

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SIPHO M NYONI
CMAC ARBITRATOR