

IN THE INDUSTRIAL COURT OF SWAZILAND

HELD AT MBABANE

CASE NO. 100/2001

In the matter between;

ELDER GULE AND ANOTHER

APPLICANT

and

GUARD ALERT SECURITY

SERVICES (PTY) LTD

RESPONDENT

CORAM

KENNETH NKAMBULE

: JUDGE

DAN MANGO

: MEMBER

GILBERT NDZINISA

: MEMBER

FOR APPLICANT

: MS. K. DLAMINI

FOR RESPONDENT

: MR. MADAU

JUDGMENT

30/5/03

The applicant an employee of the respondent Guard Alert Security Services was employed by the respondent on the 16th July 1992 and remained in continuous employment until she was dismissed in writing in August 2000. Annexure "EG1" of the application is the letter terminating the services of the applicant.

According to the respondent's reply, the applicant's employment was terminated on the grounds of redundancy as the applicant has refused suitable alternative employment, that of night shift.

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The applicant's evidence is that she did not receive her terminal benefits. This was not denied by the respondent. The respondent told the court that he does not recall what was paid to the applicant. Annexure "EG1", the letter terminating applicant's employment reads in part:

"The company regrets in informing you that due to the fact that it has lost its contract with the owners of the premises where you were attached it is obliged to terminate your employment contract. You are given a month's notice from the date of receipt of this letter 26th July 2000. Your last day at work is the 24th August 2000".

Respondent's representative in arguments told the court that the applicant was not dismissed but she absconded. He says there was a verbal retraction of this letter. He states that even if there was no retraction of this letter the applicant refused to sign acknowledging receipt of the letter and that as such the contents of the letter are not binding.

This is a total misunderstanding of reasons behind such a signature. In signing such documents the employee merely acknowledges receipt of such a document. A refusal to sign does not affect validity of

such a document. See also John Grogen, in RIECKET'S EMPLOYMENT LAW, 2nd EDITION (1993) at page 95.

The action of the respondent is not consistent with his submissions. On the one hand respondent allege that they offered the applicant to work at night and on the other hand they repossess her uniform on the morning of the 25th August 2000, the day he was ordered to work a night shift.

The court finds the applicant story more probable. The court therefore Retects the submissions by the respondent that the applicant absconded. The opinion of the court is that the

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applicant's services were terminated by the respondent as a result of redundancy.

The following will be paid to the applicant on or before 15th June 2003:

Severance pay	E1527-49
Additional notice	610-00
Overtime pay	12,579-84
TOTAL	14,718-32

No order as to costs. Members concur.

KENNETH P. NKAMBULE

JUDGE - INDUSTRIAL COURT

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