IN THE INDUSTRIAL COURT OF SWAZILAND

HELD AT MBABANE **CASE NO. 587/2006**

In the matter between:

MYENGWA SIBANDZE Applicant

and

NATIONAL FOOTBAL ASSOCIATION OF SWAZILAND Respondent

Neutral citation: *Myengwa Sibandze v National Football Association of Swaziland (587/2006) [2016] SZIC 50 (October 14 2016)*

Coram: N. Nkonyane J
(Sitting with G. Ndzinisa and S. Mvubu
Members of the Court)

Heard submissions **30/09/2016**

Delivered judgement: **14/10/2016**

SUMMARY---Labour Law---Employee engaged in terms of a two-year fixed term contract---Parties failing to renew the contract when it lapsed but allowing the Applicant to work uninterrupted.

Held---The employee having continued to work uninterrupted after the lapse of the contract, the fixed term contract was tacitly renewed on the same terms and conditions.

JUDGEMENT

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1. This is an application for determination of an unresolved dispute brought by the Applicant against the Respondent in terms of Section 85 (2) of the Industrial Relations Act No.1 of 2000 as amended.

2. The Applicant is an adult Swazi male of Mbabane in the Hhohho Region.

3. The Respondent is a National Football Association duly established and registered in terms of the laws of the Kingdom of Swaziland, having its principal place of business at Sigwaca House, Mbabane Industrial Site in the Hhohho Region.

4. The Applicant was employed by the Respondent in terms of a fixed term contract for an initial period of two (2) years with effect from 01st August 2000, until 30th July 2002. The employment contract was signed by the parties on 27th November 2000. When this contract of employment came to an end on 30th July 2002, the Applicant remained in continuous employment with the Respondent until his dismissal by letter dated 03rd March 2006. The Applicant did not accept the dismissal and he reported the matter to Conciliation Mediation and Arbitration Commission (CMAC) as a dispute. The dispute could not be resolved and a certificate of unresolved dispute was accordingly issued by the Commission. Thereafter the Applicant instituted the present legal proceedings and is claiming that his dismissal by the Respondent was both substantively and procedurally unfair.

5. The Applicant's case on the papers before the Court is that;

5.1 The Respondent did not have fair reasons for terminating the services of Applicant.

5.2 The Respondent did not afford the Applicant an opportunity to present his case before a properly constituted disciplinary panel prior to the decision to dismiss him.

5.3 The reason for the Applicant's dismissal is not permitted by the provisions of the Employment Act.

6. The Respondent is opposed to the Applicant's application. In its reply the Respondent stated its defence as follows;

6.1 The Applicant refused to sign the renewed contract after the expiration of the initial contract.

6.2 Having failed to sign the renewed contract, the Applicant started to engage in various acts and conduct which constituted a repudiation of the employment contract.

6.3 Attempts to remedy the employment situation of the Applicant failed because of the Applicant's persistence in the repudiation. The Respondent then accepted the repudiation and terminated the services of the Applicant.

6.4 The cumulative effect of the Applicant's conduct, including correspondence, amounted to a repudiation of the contract of employment and the Respondent accepted such repudiation.

6.5 The termination of the Applicant's services was both lawful and fair given his act of repudiation.

7. The Applicant testified before the Court and also called a second witness, Patrick Ndumiso Kunene. On behalf of the Respondent one witness testified, being RW1, Adam Bomber Mtsetfwa who is the current President of the Respondent.

8. The Applicant's evidence revealed that he was employed by the Respondent to fill the post of Director of Coaching. He was employed in terms of a two year contract which commenced on 01st August 2000 until 30th July 2002. His basic salary was fixed at E9, 928.00 per month plus (10%) ten per cent housing allowance based on the basic salary. The Applicant was also entitled to a motor vehicle for his use in the execution of his duties in line with the Respondent's Motor Vehicle Policy. He was also entitled to medical cover, personal insurance cover, twenty working days leave in each year, sick leave, compassionate leave and gratuity calculated at (25%) twenty five per cent of his normal earnings.

9. The last clause of the contract of employment provided that the parties may renew the agreement for a further period of two years from the date of termination of the initial period at a salary agreed upon by both parties.

10. The Respondent failed to provide the motor vehicle to the Applicant. The parties agreed that the Applicant was going to use his own motor vehicle and the Respondent was going to pay for mileage, petrol and service in terms of the Respondent's Motor Vehicle Guidelines. This document was produced in Court and it was marked **Exhibit A.**

11. The contract came to an end on 30th July 2002. It was not renewed. The Applicant however continued to be under the employment of the Respondent. After February 2002 the Respondent failed to pay some

of the benefits due to the Applicant in terms of the contract of employment. The Applicant reported a dispute with CMAC. The dispute was referred to arbitration. The Applicant was successful. The Respondent failed to pay immediately, but it later paid after the Applicant had registered the arbitration award in Court.

12. During April 2003, the former President of the Respondent Patrick Kunene forwarded a new contract for the period 2002 to 2004 for the Applicant to sign. The Applicant refused to sign the renewed contract because it had reduced terms and conditions. This document was produced in Court and marked **Exhibit C**. The Applicant said when he tried to engage the Respondent about this issue, the Respondent decided to dismiss him. The Applicant said he was called to a meeting by the Executive Committee of the Respondent on 07th April 2003. The issue was not resolved. Applicant said thereafter on 30th July 2003, the former Chief Executive Officer (CEO) of the Respondent, Kenneth Makhanya, came to his office and told him that the Executive Committee had decided to terminate his employment contract and that he would be paid his terminal benefits.

13. The Applicant reported the matter of his termination to CMAC as a dispute. At CMAC the parties agreed to have the dispute withdrawn in order to have the matter settled internally. The memorandum of agreement to that effect was signed by both parties at CMAC and was presented in Court and marked **Exhibit H**. The Applicant said the parties never met to discuss the issue. The Applicant continued to

render services to the Respondent and the Respondent continued to pay the Applicant his monthly salary.

14. During 2005 a new Executive Committee took the reigns at the Respondent's establishment. A new President was elected, being the incumbent, Senator Adam Bomber Mthethwa, RW1 herein. Mthethwa focused his attention at trying to resolve the issue of the employment status of the Applicant.

15. The first meeting between the parties was on 13th October 2005. RW1 also held meetings with the Executive Board of the Respondent, and also with the Emergency Committee to try to resolve the issue. Various correspondence was also exchanged between RW1 and the Applicant. In one of the correspondence written by the Applicant to the Respondent, the Applicant told RW1 that his Executive Committee had no legal and/or constitutional powers to deal with the issue of his employment status since the Executive Committee was in office illegally. The Applicant escalated this issue of the illegality of the Respondent's Executive Committee to the world governing body, FIFA, asking it to intervene.

16. The culmination of the correspondence and meetings between the parties was the letter of dismissal dated 03rd March 2006. The Respondent accused the Applicant of being insolent and insubordinate. The Respondent concluded that the Applicant's conduct during the process of attempting to normalize employment contract was obstructive and amounted to repudiation of the

employment contract. The Respondent said it was therefore accepting the repudiation by the Applicant and was therefore terminating the employment contract with immediate effect. The Applicant was asked to vacate his office by close of business on that same day that the letter was written.

17. During cross examination the Applicant told the Court that as far as he was concerned the Respondent's constitution was violated when the general elections were conducted in 2005. The Executive Committee that the Applicant was part of was voted out of office. The Applicant denied that he was raising the issue of the illegality of the present Executive Committee because he was unhappy about that. The Applicant insisted that in his view the current Executive Committee had no mandate to deal with his employment status as it was not in office legally. The Applicant also agreed that he owed a duty to act honestly towards The Executive Committee as the employer. He also agreed that at some point he was appointed to the position of Acting Chief Executive Officer of the Respondent. The Applicant said he refused to sign the new contract because there were clauses that he did not agree with. The Applicant said he continued to render his service to the Respondent uninterrupted even after the lapse of the initial contract of employment and that he considered it to have been renewed automatically. He said he thought that the renewed contract was for an indefinite period. He said that he continued to work for the Respondent on the basis that he was then a permanent employee. The Applicant also told the Court that he discovered that he was left out

when the other employees of the Respondent had their salaries reviewed. He denied that he committed any act of insubordination towards the Respondent.

18. AW2, Patrick Kunene's evidence was short. He told the Court that he was the President of the Respondent from 2001 until January 2004. He said the Applicant was on secondment from the Ministry of Education. He said when the Applicant's initial contract of employment lapsed, the Applicant continued to work for the Respondent and the Respondent continued to pay him his salary. He said that at some point the Applicant reported the matter of his employment status at CMAC and he was called by telephone to appear. He said at CMAC they were advised that the Applicant having been allowed to continue to work even after the expiration of the fixed term contract, he was therefore a permanent employee.

19. During cross examination AW2 told the Court that the former CEO Kenneth Makhanya prevented him from discussing the Applicant's contract when it came to an end in 2002. AW2 also said the Executive Committee met to discuss the issue of the lapsed contract and it was agreed that it was going to be renewed until 2004. He said the Applicant however refused to sign the contract as he alleged that it was not preceded by negotiations between the parties and had the terms and conditions of service reduced. AW2 said they then asked the General Secretary to look into the issue. He said he was not aware of any official response by the Respondent at that time. AW2 said when he was called to appear at the CMAC offices, there was no

formal report of dispute that had been filed by the Applicant. He said when he left the Respondent's employment the issue had not yet been resolved.

20. On behalf of the Respondent RW1, Senator Mveli Adam Bomber Mthethwa testified and told the Court that he is the current President of the Respondent. He said the Applicant once acted as the Vice President and also as the CEO of the Respondent. He said it was him who signed the contract of employment of the Applicant in 2000. He said when the contract lapsed in July 2002, he was not in office as he was re-elected in 2005. He said when he returned he found four members of staff having been placed on suspension. He met with the CEO and the Applicant to ask about the suspensions. He said the position of the Applicant was unclear to him and the Executive Committee mandated him to normalize the situation. He said there was no document in place showing that the Applicant's contract was reviewed.

21. RW1 and the Applicant had occasion to meet and discuss the issue. After the first meeting on 13th October 2005, RW1 wrote a letter to the Applicant dated 02nd November 2005 to the effect that since the initial contract was not expressly renewed, it meant that the Applicant was on an "indefinite tacit contract" since August 2004, and that the Respondent's view was that the current contract was going to terminate on 30th July 2006. RW1 said he did not find any document indicating

that the matter was reported to CMAC. RW1 said the Applicant was claiming payment of terminal benefits yet he was still employed by the Respondent.

22. RW1 said the Applicant was insolent and committed insubordination by saying that he could not discuss the issues in question because the committees that he was dealing with were not properly elected into office. RW1 said during the 2005 election the Applicant was contesting for the position of Vice President. He said after the Applicant lost, he then began to raise the issue of the validity of the election process.

23. During cross examination RW1 told the Court that he was never told by anyone that CMAC had advised that the Applicant's employment had become permanent on account of having been allowed to continue to work even after the term of the employment contract had come to an end. RW1 said the position of the Respondent was that the contract was tacitly renewed every two years. He said in one meeting the Applicant showed disrespect by banging the table. He said the Applicant was insolent because he was not prepared to respect authority. RW1 further said anyone would be disturbed by the allegations of illegality. He confirmed that the reasons for the dismissal of the Applicant are the ones that appear in the letter of dismissal.

24. **ANALYSIS OF EVIDENCE AND THE LAW APPLICABLE:-**

It is not in dispute that the Applicant was employed by the Respondent with effect from 01st August 2000 and remained in continuous employment until he was dismissed on 03rd March 2006. It is also not in dispute that during this period of employment the Applicant signed only one fixed term contract of employment on 27th November 2000. The contract of employment that the Applicant signed in 2000 was for a period of two years. In terms of that document, **Exhibit D,** the employment contract was going to lapse on 30th July 2002. Clause 2 of the contract of employment provided that;

"…either party may terminate the employment agreement prior to the end of the contract as provided for in the Employment Act No.5 of 1980 or any other law applicable in Swaziland."

It is common cause that the contract was not terminated by any of the parties, but it expired by effluxion of the agreed period.

25. The parties did not renew the contract or enter into a new contract. The Applicant continued to render his services to the Respondent and the Respondent continued to pay the salary for the services rendered. It was only between March and April 2003 that the Respondent approached the Applicant to have him sign a new contract for another two years from 2002 until 2004. The Applicant refused to sign the new contract as he was of the view that there was a variation of the terms and conditions that he enjoyed in the previous contract. This document was produced in Court and marked **Exhibit C**. There was indeed clear evidence that it offered reduced terms and conditions than the previous contract. The Applicant therefore acted within his rights

when he refused to sign the contract. It was clearly unlawful for the employer to unilaterally and negatively change the terms and conditions of the Applicant. This conduct by the Respondent was also in violation of the terms of the contract, in particular clause 7.1 relating to the renewal of the contract. This clause provided that:

"The Association and the Employee may renew this agreement for a further period of two years from the date of termination of the initial period of two (2) years at a salary agreed upon by both parties"

The evidence revealed that there was no agreement by the parties.

26. The Applicant wrote a letter to the Respondent's CEO requesting that a meeting be held to negotiate the terms of the new contract, **Exhibit E.** The outcome of that meeting was that the former CEO, Kenneth Makhanya, went to the Applicant's office to tell him that the Executive Committee had decided to terminate his contract of employment. The Applicant lodged a dispute with CMAC. The matter was not resolved by conciliation but the parties agreed to withdraw the matter and have it resolved through the internal structures of the Respondent. That never happened. There was a suggestion that an arbitrator be appointed. That suggestion was also not followed through.

27. When the new President of the Respondent assumed his position, he set out to deal with this issue. After consulting with the Applicant and the other members of the Executive Committee, he wrote a letter

dated 14th November 2005 directed to the Applicant. That letter in part reads as follows:

"The Respondent on the other hand argued that they have not dismissed you and that you were still on their payroll with no reduction in salary….. Your feeling/position on the issue was that we cannot discuss your employment because it was terminated in 2003.

…..You have continued to work for the NFAS for over 2 years since that decision was taken. The current administration of the NFAS have no reason to pursue or effect such a decision. This means therefore that you are still an employee of the association."

At this point, the position of the Respondent was clear; the Applicant was still its employee. The question that arises is whether the Applicant was a permanent employee of the Respondent.

28. Employment contracts are generally of two types, fixed term or indefinite period. In a fixed term contract the parties specify the period of the engagement. Dealing with this subject ***John Grogan: "Workplace Law" 8th edition at page 45*** stated the following:

"If after the agreed date for the termination of the contract the employee remains in service and the employer continues to pay the agreed remuneration, the contract is deemed to have been tacitly renewed, provided that an intention to renew is consistent with the parties' conduct…."

In the present case the Applicant remained in service and the employer continued to pay the agreed remuneration. This conduct by the parties therefore evinced a clear intention to continue to be bound by the terms of the lapsed contract. The contract was therefore tacitly renewed.

29. The learned author continued to state on the same page that;

"The relocated contract will continue on exactly the same terms and conditions as the previous fixed term contract, except that the duration of the contract need not be the same as that of the original contract; the life of the relocated contract must be determined in the light of the ***particular circumstances of each case****…" (Underlining for emphasis only)*

The particular circumstances of the present case are that it was not in dispute that the policy of the Respondent is that all management positions are on fixed term contract basis. It should follow therefore that although the contract of employment was tacitly renewed, it could not have been the intention of the parties to have the Applicant employed for an indefinite period in violation of the Respondent's policy that all Management positions are tenable only in terms of fixed term contracts.

30. In the circumstances of this case, the Applicant's contract was tacitly renewed at the expiry of each two year period. The last contract was therefore to subsist until 30th July 2006.

31. The next enquiry is whether the termination of the contract prior to the date of expected termination on 30th July 2006 was lawful.

32. The Respondent's position was that the contract was terminated because of the Applicant's repudiation of the employment contract. The Respondent in its letter of dismissal narrated certain acts or conduct by the Applicant which it said had the cumulative effect of repudiation of the contract.

33. In ordinary parlance to repudiate is to disown, disavow or reject ***(See: The Concise Oxford Dictionary of Current English, 9th edition, page 1168)*** In essence, the Respondent's argument was that it merely cancelled or terminated the contract because the Applicant disavowed or rejected the contract by his conduct of being insolent or insubordinate towards the employer.

34. The learned author, ***John Grogan*** (supra), at page 84 cited the case of ***Council for Scientific & Industrial Research V. Fijen (1996) 17 ILJ 18*** (A) where it was stated by the Appellate Division that;

"Repudiation in the narrow sense occurs when the repudiating party evinces a clear and unambiguous intention not to go on with his contract of employment (this is normally referred to as dismissal or resignation). Repudiation in the wide sense takes the form of a

material breach of [the] contract [by one of the parties] ….that entitles the [Other] to cancel it”.

The learned author stated that in the Fijen case the Court accepted that the employee’s repeated statements to the effect that he regarded the employment relationship as ‘finished’ as repudiation in the wide sense, which entitled the employer to cancel the contract by dismissing him. The learned author also went on to state that;

“It seems that on this view any form of serious and continuing misconduct constitutes ‘repudiation in the wide sense’ by the employee or employer.”

35. From the evidence led before the Court, the Court is unable to come to the conclusion that there were serious and continuing acts of misconduct by the Applicant that constituted repudiation of the contract of employment.

36. In paragraph 7 of the Respondent’s heads of argument, it is stated that the crisp issue for determination in this matter is whether the Applicant by his conduct and correspondence repudiated the terms of his contract of employment and thereby giving rise to the employer’s decision to terminate his services. The Court will address these in the following paragraphs;

36.1 **Refusal to sign the new contact of employment:**

It was argued on behalf of the Respondent that the Applicant was well aware of the Respondent's policy of engaging managerial employees on fixed term contracts, his refusal to sign the new contract therefore amounted to a repudiation of the contract. This submission will be dismissed by the Court. The evidence before the Court revealed that the new contract had reduced terms and conditions of employment. The Applicant was therefore justified in rejecting or refusing to sign the new contract of employment which had terms and conditions that were unilaterally varied by the employer to his prejudice.

36.2 **Persistent demand for the payment of terminal benefits:**

It was argued on behalf of the Respondent that the Applicant's persistence that his contract of employment was terminated in July 2003 when the Respondent's executive committee adopted a resolution that the position of Director of Couching which was occupied by the Applicant would be made redundant, was not justified as that decision was never carried out and he remained in employment. The Court will dismiss this submission. It was not in dispute that the former CEO of the Respondent, Kenneth Makhanya, conveyed the message of dismissal to the Applicant in July 2003 but the Applicant was not paid his terminal benefits. By demanding the payment of terminal benefits the Applicant simply wanted a clarification, that is, if he had been dismissed he should be paid his terminal benefits and released; if he was an employee he should be paid his benefits in terms of the lapsed contract in particular his gratuity which was payable upon the completion of the two-year contract period. To argue that this action by the Applicant amounted to repudiating his contract of employment is far fetched and is to ignore the reality of the situation.

36.3 Report of a dispute based on termination notwithstanding the fact that he remained in employment:

The Respondent also argued that the act of reporting the dispute even years after the event, constituted repudiation as the Applicant remained in the service of the Respondent. Again the Court will dismiss this argument. Each case must be determined in terms of its own peculiar facts and circumstances. In the present case the Applicant was frustrated and desperate. Desperate times call for desperate measures. The Applicant remained in the service of the Respondent but he was not enjoying all the benefits in terms of the contract.

36.4 **Reliance on confidential information and advice in his personal file:**

It was further argued that the Applicant became privy to confidential information during his stint as the Acting Chief Executive Officer of the Respondent, and used such information to persue a dispute against the Respondent. It was argued that this conduct amounted to repudiation. There was no evidence however that the Applicant came across this information through unlawful means. There was no evidence that in his time as the Acting Chief Executive Officer the Applicant was barred from accessing certain information and he violated that restriction by the employer. This argument is accordingly dismissed.

36.5 **Refusal to engage with the Respondent's Executive Committee**: _

It was argued that the Applicant refused to engage in discussions with the Respondent's Executive Committee in circumstances that constituted insubordination and repudiation of the contract. This argument will be dismissed by the Court. The Applicant believed that the Executive Committee was in office unconstitutionally. There was no evidence that such belief by the Applicant through his interpretation of the Respondent's constitution was absurd, far-fetched or irrational.

36.6 **Applicant's persistent insolence and disregard for authority:-**

It was argued that the Applicant demonstrated serious insolence and disregard for authority. It was argued that this amounted to a repudiation of the contract of employment. This argument will also be dismissed by the Court. As already pointed out in the preceding paragraph, it was not demonstrated that the Applicant's conduct of raising the issue of the constitutionality or otherwise of the Executive Committee was irrational and only meant to spite the Executive Committee. There was no evidence that no reasonable person reading the constitution of the Respondent would come to the conclusion that the Applicant came to.

37. It was argued on behalf of the Respondent that the cumulative consequence of the Applicants actions gave a valid basis for the

employer to terminate the contract. The Court is unable to agree with the Respondent's submission. The Court, taking into account all the evidence before it, and also taking into account the prevailing circumstances at the time, is unable to come to the conclusion that there was a repudiation of the contract of employment by the Applicant.

38. The Applicant was not charged with insolence or insubordination. There was no evidence that the Applicant refused to tender his service in terms of the contract of employment. The present case is therefore distinguishable from the case of MEC for Department of Health, Eastern Cape v Odendaal & Others (2009) 30 ILJ 2093 where the Court pointed out at paragraph 55 that;

"In light of the fact that the new contract of employment amended or replaced the new contract, Odendaal's conduct of refusing to sign the amended contract and tender his services in terms of the new contract amounted to a repudiation of his new contract of employment".

In the present application although the Applicant refused to sign the new contract, he continued to tender his services.

39. It was argued on behalf of the Respondent that there was no obligation to conduct a disciplinary hearing in respect of an issue of repudiation. The Court has however come to the conclusion that the conduct of the Applicant viewed in context did not amount to

repudiation. The Applicant was therefore, entitled to procedural fairness before his dismissal.

40. The Court will therefore come to the conclusion that the Respondent has failed prove on a balance of probabilities that the dismissal of the Applicant was fair, and that taking into account all the circumstances of the case, it was reasonable to terminate the service of the Applicant.

Relief:

41. The Applicant applied for re-instatement or alternatively payment of terminal benefits. In the light of the evidence before the Court that the Applicant is challenging the legality of the current Executive Committee, it will clearly not be in his best interest that he be reinstated. The Applicant was employed in terms of two year fixed term contracts. He was therefore entitled to the benefits as stated in the contract. In the letter of termination, the employer mentioned in the last paragraph that:

"Pertaining to your other claims relating to the motor vehicle petrol allowance and gratuity, these are being looked into and will be dealt with under separate cover. The claim for personal accident cover has no merit and accordingly is refused."

42. The evidence was not clear whether these claims have since been paid or not. If they have not been paid yet, they are clearly due and payable in terms of the contract of employment.

43. In his application the Applicant made a claim for terminal benefits as if he was a permanent employee. The Applicant however corrected this in his heads of argument and made his claims in terms of the written contract of employment. The Applicant did not apply to the Court to amend his prayers. At this point of the proceedings the Applicant had no legal representative. He was appearing in person. It may well be that he did not know the procedures to follow. The Court will consider the prayers as amended in the heads of argument. The Court is of the view that the failure of the Applicant to apply to amend his prayers in the pleadings was a technical irregularity that is not likely to result in a miscarriage of justice. There was, in any event, no objection from the Respondent that the Applicant had amended his prayers in the heads of argument. In terms of Section 11 of the **Industrial Relations Act No.1 of 2000 as amended**, the Industrial Court is not strictly bound by the rules of evidence or procedure which apply in civil proceedings and it may disregard any technical irregularity which does not, or is not likely to result in a miscarriage of justice.

44. The Applicant prayed for payment of arear salaries and accruals at the rate of 11.5% from 2004. The Applicant did not state the basis of the percentage rate. The parties did not fix any escalation rate in the contract of employment.

45. The Applicant was dismissed on 03rd March 2006. His last fixed term contract was supposed to come to an end on 30th July 2006. The

Applicant is therefore entitled to be paid the salaries that he would have been paid up to 30th July 2006. We do not think that it will be fair to order the Respondent to pay for the other benefits like car mileage, periodic car services and petrol limit because these were dependent on the Applicant having actually travelled and incurred the expenses for which he was compensated. From 4th March 2006 up to 30th July 2006 the Applicant had been dismissed, so he did not travel with his motor vehicle to carry out any work of the Respondent.

46. In the circumstances, the Court will make an order that the Respondent pays the following amounts to the Applicant in terms of the contract of employment;

a) Salary for March 2006 to July 2006 less any amount that may have already been paid by the Respondent.

b) Gratuity from August 2000 to July 2006, less any amount already paid by the Respondent.

c) Car mileage claim from March 2003 to 03rd March 2006, less any amount already paid by the Respondent.

d) Housing allowance, less any amount already paid by the Respondent.

e) Accrued leave days, less any amount already paid by the Respondent.

f) The Respondent is to pay the costs of suit.

The members agree.

N.NKONYANE

JUDGE OF THE INDUSTRIAL COURT OF SWAZILAND

For Applicant: In Person

For Respondent:	Mr. Z.D. Jele
	(Robinson Bertram)