

# Tutorial letter 101/3/2016

**Labour Law**

**MRL3702**

**Semesters 1 & 2**

**Department of Mercantile Law**

**IMPORTANT INFORMATION:**

This tutorial letter contains important information  
about your module.

BAR CODE

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## 1 INTRODUCTION

Dear Student

We are pleased to welcome you as a student of Labour Law (**MRL3702**) and hope that you will find it interesting and rewarding. We shall do our best to make your studies of this module successful. You will be well on your way to success if you start studying early in the semester and resolve to do the assignments properly.

This tutorial letter (**MRL3702/101/2016**) contains important information concerning this module. We urge you to read it carefully and to keep it at hand when working through the tutorial material, preparing the assignments, preparing for the examination, and addressing questions to your lecturers.

In this tutorial letter you will find the two assignments for semesters 1 and 2 and instructions on the preparation and submission of the assignments (**See 7.2.1 below regarding the importance of the assignments for admission to the examination and their contribution towards a year mark for the module**).

This tutorial letter also provides all the information you need with regard to the prescribed tutorial material and how to access it.

Further, we include in this tutorial letter certain general and administrative information concerning this module. Please study this information carefully and make sure that you have access to the prescribed material as soon as possible. Apart from this Tutorial Letter, other Tutorial Letters will be made available to you on **myUnisa** during the course of the semester. These Tutorial Letters will not necessarily all be available at the time of registration. You will be notified about when specific Tutorial Letters will be available on **myUnisa** during the course of the semester. You will receive announcements on anything about the module from the lecturers through an '**Announcement Tool**' on **myUnisa** on the module site. You are advised to frequently visit your module site to keep yourself up to date about any developments in your module.

You are therefore required to register on **myUnisa**, a tool which will enable you to access study material, communicate with other students and lecturers, submit assignments, access library resources and download study material. You can access **myUnisa** on <http://my.unisa.ac.za>.

Your study material for **MRL3702** will consist of a **prescribed textbook which you must purchase**. The university will provide the following on **myUnisa**: a **study guide (tutorial letter 501) and other tutorial letters** (namely, tutorial letters 101 (this tutorial letter); 102 (in which we confirm your lecturers); 201 and 202 (which contain the memoranda and commentaries on the assignments). **You will find all your study material under 'Study Material' and any other additional study material (only if available) can be accessed under 'Additional Resources' on the module site.**

Right from the start we would like to point out that **you must read all the tutorial letters issued** during the semester **immediately and carefully**, as they always contain important and, sometimes, urgent information.

We hope that you will enjoy this module and wish you all the best!

## **2 PURPOSE OF AND OUTCOMES FOR THE MODULE**

### **2.1 Purpose**

The aim of this module is to provide you with a general understanding of the South African principles of individual and collective labour law and to equip you with knowledge and skills to analyse and solve well-defined problems relating to the general principles of individual and collective labour law.

The following knowledge will be assessed directly or indirectly:

- An introduction to labour law

#### **Individual labour law:**

- A study of the contract of employment, including concepts such as the definition of an employee in terms of labour laws, the contractual duties of the employer and the employee, typical terms and conditions of employment, breach and termination of employment contracts;
- An introduction to the Basic Conditions of Employment Act, 1997;
- An introduction to the Employment Equity Act, 1998;
- An introduction to unfair labour practices in terms of the Labour Relations Act, 1995; and
- A study of the law of dismissal in terms of the Labour Relations Act, 1995, including the definition of dismissal, automatic unfair dismissal, dismissal for misconduct, incapacity and operational requirements.

#### **Collective labour law**

- An introduction to collective labour law and associated concepts such as collective bargaining and collective agreements;
- A study of freedom of association in the context of collective bargaining, as well as the constitutional protection thereof;
- A study of organisational rights, their importance and acquisition;
- A study of strikes and lock-outs, including prohibitions, procedural requirements, secondary strikes and legal consequences of protected and unprotected strikes and lock-outs; and
- A study of pickets and protest action.

### **2.2 Outcomes**

In this module you will be required not merely to memorise the prescribed tutorial matter but also, throughout, to make sure that you understand the legal principles involved and you are able to evaluate them critically.

After studying this module you should be able to use your knowledge of the general principles of labour law in order to analyse and evaluate problem situations, identify relevant legal issues, apply the relevant legal principles to those issues, suggest solutions and provide responsible advice.

### 3 LECTURERS AND CONTACT DETAILS

#### 3.1 Lecturers

The lecturers responsible for this module are:

NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Mr KL Kubjana	(012) 429 6179	kubjakl@unisa.ac.za
Prof ME Manamela	(012) 429 8490	manamme@unisa.ac.za

Any other queries relating to the module may be posted on the discussion forum and lecturers will respond to them as quickly as possible.

#### 3.2 Department

You may, alternatively also contact the departmental secretary at (012) 429 8460.

#### 3.3 University

If you need to contact the University about matters not related to the content of this module, please consult the publication *my Studies @ Unisa*. This booklet contains information on how to contact the University (e.g. to whom you may write, important telephone and fax numbers, addresses and details of the times certain facilities are open).

Always have your **student number** at hand when you contact the University.

### 4 MODULE-RELATED RESOURCES

The tutorial material for **MRL3702** consists of the following:

#### 4.1 Tutorial letters

All tutorial letters are accessible on *myUnisa*.

#### 4.2 Prescribed book (which you must purchase)

The **prescribed textbook** for **MRL3702** is *Labour Law Rules! M McGregor & AH Dekker (eds) 2ed (2014) Siber Ink*. The prescribed textbook can be obtained from the University's official booksellers. If you have difficulty finding the book at these booksellers, please contact the Prescribed Books Section at 012 429 4152 or e-mail [vospresc@unisa.ac.za](mailto:vospresc@unisa.ac.za).

For this module you must study the following chapters in your prescribed book:

**Chapter 1: (for background information)**

**Chapter 2**

**Chapter 3**

**Chapter 4**

**Chapter 5**

**Chapter 6**

**Chapter 8**

**Chapter 9**

**Chapter 10**

**Chapter 11**  
**Chapter 12**  
**Chapter 13 and**  
**Chapter 14**

### **4.3 Recommended books**

There are no recommended books for this module.

### **4.4 Electronic Reserves (e-Reserves)**

There are no e-Reserves for this module.

## **5 STUDENT SUPPORT SERVICES FOR THE MODULE**

For information on the various student support systems and services available at Unisa (e.g. student counselling, tutorial classes, language support), please consult the publication ***my Studies @ Unisa***.

### **5.1 Information on tutorial offerings at Unisa**

Please be informed that, with effect from 2013, Unisa offers online tutorials (e-tutoring) to students registered for certain modules at NQF levels 5, 6 and 7. This relates to first year, second year and third year modules that qualify. Please communicate with your module leader to find out if any of the modules that you have registered for falls in this category.

Once you have been registered for a qualifying module, you will be allocated to a group of students with whom you will be interacting during the tuition period as well as an e-tutor who will be your tutorial facilitator. Thereafter you will receive an SMS informing you about your group, the name of your e-tutor and instructions on how to log onto *myUnisa* in order to receive further information on the e-tutoring process.

Online tutorials are offered free of charge and are conducted by qualified e-tutors who are appointed by Unisa. All you need to be able to participate in e-tutoring is a computer with internet connection. If you live close to a Unisa regional centre or a telecentre contracted with Unisa, you are welcome to visit any of these to access the internet. E-tutoring takes place on *myUnisa* where you are expected to connect with other students in your allocated group. It is the role of the e-tutor to guide you through your study material during this interaction process. In order to get the most out of online tutoring, you need to participate in the online discussions that the e-tutor will be facilitating.

Other modules are allocated face-to-face tutors and tutorials for these modules take place at the Unisa regional centres. Although free of charge, it is important that you register at your nearest Unisa regional centre to secure attendance of these classes.

## **6 MODULE-SPECIFIC STUDY PLAN**

Please see the storyboard for this module on the module site which will direct you on how to approach your studies. You may also refer to ***my Studies @ Unisa*** for general time management and planning skills. Please make an immediate note of the closing dates for assignments. **We shall not grant extensions for the submission of assignments and failure to submit assignment 01 will mean that you do not have admission to the examination.**

**7 ASSESSMENTS****7.1 ASSIGNMENTS****7.1.1 Assignments and learning**

Assignments are part of the learning material for this module. As you work on the assignments, study the prescribed material, and discuss the work with fellow students or tutors. Looking at the assessment criteria given for each assignment will help you to understand what is required of you more clearly.

In some cases, additional assessment might be available on the **myUnisa** site for your module. For students attending tutorial sessions, tutors may also set additional tasks and give feedback in class.

**7.1.2 General remarks**

Your assignments must **reach** us on or before the due dates. Detailed information and requirements on the handling of assignments appear in **my Studies @ Unisa**.

**NB: ASSIGNMENTS RECEIVED AFTER THE FINAL SUBMISSION DATE WILL NOT BE MARKED**

***No extension for the submission of the assignments will be given. Please do not approach your lecturers with such requests, as we are unable to grant extensions. Multiple-choice assignments are marked by computer immediately after the due date, and late submissions cannot be marked.***

**7.1.3 Format of assignment and number of assignments**

- (a) You will write two assignments in this module during the semester. **Please note that there are different assignments for semesters 1 and 2.**
- (i) ***Assignment 01*** for the ***first semester*** consists of ***multiple-choice questions*** while ***assignment 02*** is made up of ***discussion questions***.
  - (ii) ***Assignment 01*** for the ***second semester*** consists of ***discussion questions*** while ***assignment 02*** is made up of ***multiple-choice questions***.
- (b) Your answers to the two assignments must be submitted **on myUnisa** on or before the closing dates given in **paragraph 7.1.5 below**.
- (c) When answering problem type questions, it is important to clarify for yourself the area of the work which contains the answer. Always identify and answer the legal question with reference to applicable legislation or common law. Use the correct terminology and deal only with those principles that relate to the given facts. Apply the legal principles to the particular set of facts. Finally, state your conclusion or provide advice. Also remember that the facts are merely there to illustrate the legal issues we want you to address. In order to answer problem-type questions satisfactorily, you must work through the prescribed tutorial material (study guide, prescribed textbooks and tutorial letters) carefully.

Restrict the length of your assignment answers to teach yourself to write concise and logical legal arguments. This will also teach you to give similar answers in an examination.

- (d) For detailed information and requirements as far as assignments are concerned, see the publication ***my Studies @ Unisa***.
- (e) To submit an assignment **via myUnisa**, do the following:

Go to *myUnisa*:

- Log in with your student number and password.
- Select the module.
- Click on assignments in the left-hand menu.
- Click on the assignment number you want to submit.
- Follow the instructions on the screen.

- (f) Please remember to allocate the same unique number to the assignment as the one given in the tutorial letter. Remember that your first assignment must be numbered 01 and your second assignment must be numbered 02.
- (g) Please ensure that your student number, module code, assignment number and unique number for the assignment (**see 7.1.5 below**) are correctly entered when submitting the assignment.
- (h) Do not submit the same assignment a second time. The computer will simply reject it as a duplicate assignment.
- (i) Soon after the marking of the assignment is completed you will receive your marks and credits.
- (j) **Plagiarism** is the act of taking words, ideas and thoughts of others and passing them off as your own. It is a form of theft which involves a number of dishonest academic activities.

**PLEASE NOTE:** Each student must submit his or her own work. It is unacceptable for students to submit identical assignments on the basis that they worked together. That will amount to plagiarism and none of these assignments will be marked. Furthermore, these students may be penalised or subjected to disciplinary proceedings of the University.

#### 7.1.4 Commentaries and feedback on assignments

The commentaries on the two compulsory assignments **will be made available on myUnisa in the form of Tutorial Letters 201 and 202.**

Please check your assignments answers against the commentaries as soon as the commentaries are made available on **myUnisa**. The assignments and the commentaries on the assignments constitute an important part of your study material for the examination.



### 7.1.5 Assignments submission dates and Unique numbers

The closing dates and unique numbers for the submission of the assignments are:

#### FIRST SEMESTER

The first semester assignments can be found under Appendix A.

Assignment number	Submission date	Unique number
Assignment 01	11 March 2016	743041
Assignment 02	01 April 2016	832007

#### SECOND SEMESTER

The second semester assignments can be found under Appendix A.

Assignment number	Submission date	Unique number
Assignment 01	02 September 2016	732947
Assignment 02	23 September 2016	835597

## 7.2 EXAMINATIONS

For general information and requirements about examinations, see *my Studies @Unisa*.

### 7.2.1 Examination admission

Submission of the first compulsory assignment will give a student admission to the examinations. The marks for this assignment will contribute **10%** to the student's final marks. The marks a student obtains for the second compulsory assignment, will contribute another **10%** to the student's final marks. The examination will then contribute **80%** towards a student's final marks.

Consequently, students who **only** submit the first compulsory assignment will have admission to the examination, but will lose the opportunity of adding the marks to be obtained for the second compulsory assignment to their final marks. They will nevertheless be admitted to the examination.

The marks obtained for the assignments will - provided you obtain an examination mark of at least **40%** - count **20%** of your final mark. You need to obtain a subminimum of **40%** in the examination before your year mark will be taken into account. This means that a student who has obtained at least **40%** in the examination and who has a good year mark will have a great advantage above another student who has no year mark or a poor year mark.

### 7.2.2 Examination period

This module is a semester module. This means that if you are registered for the first semester, you will write the examination in **May/June 2016** and the supplementary examination will be written in **October/November 2016**. If you are registered for the second semester you will write the examination in **October/November 2016** and the supplementary examination will be written in **May/June 2017**.

During the course of the semester, the Examination Section will provide you with information regarding the examination in general, examination venues, examination dates and examination times.

### 7.2.3 Examination paper

In **May/June 2016** or **October/November 2016** (depending on the semester for which you are registered) you will write a **two-hour paper** on Labour Law (**MRL3702**).

**PLEASE NOTE:** *Although your assignment questions are multiple choice; theory type and problem type, your examination will not have multiple choice questions, but only theory type and problem type questions.*

### 7.2.4 Previous examination papers

A previous examination paper is available to students on **myUnisa**. However, please note that **the lecturers will not mark these papers, nor supply the correct answers to the questions.**

<b>8 FREQUENTLY ASKED QUESTIONS</b>
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See the **my Studies @ Unisa** publication which contains an A-Z guide of the most relevant study information.

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<b>9 APPENDIX A: FIRST AND SECOND SEMESTER COMPULSORY ASSIGNMENTS</b>
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**PLEASE NOTE:**

The **Labour Relations Act, 1995** is referred to throughout as the “**LRA**”.

The **Basic Conditions of Employment Act, 1997** is referred to throughout as the “**BCEA**”.

The **Employment Equity Act, 1998** is referred to throughout as the “**EEA**”.

<b>FIRST SEMESTER ASSIGNMENTS</b>
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<p><b>FIRST SEMESTER: ASSIGNMENT 01</b>  <b>UNIQUE NUMBER: 743041</b>  <b>DUE DATE: 11 MARCH 2016</b></p>
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**QUESTION 1**

Which option below will **CORRECTLY** complete the following sentence: "It is important to distinguish between an employee and an independent contractor because .....

1. only employees are protected by the LRA and the BCEA."
2. independent contractors are protected by the LRA against unfair dismissal but they are not protected by the BCEA."
3. employees and independent contractors are paid differently and consequently that would have different tax implications."
4. independent contractors are protected by the BCEA against unfair working conditions but they are not protected by the LRA."

**QUESTION 2**

Lesiba has been working for his employer for the past 10 years. His employment contract provides for five days' family responsibility leave per year. The employer heard that the BCEA only grants an employee a minimum of 3 days' family responsibility leave per year. Accordingly, the employer informs Lesiba that he is now entitled to three days' family responsibility leave per year.

Which **ONE** of the following statements is **CORRECT**?

1. Lesiba is entitled to three days' family responsibility leave per year.
2. The employer is entitled to change terms and conditions of employment without consulting the employee.
3. Lesiba is entitled to five days' family responsibility leave per year.
4. The common law is applicable and Lesiba is not entitled to any family responsibility leave.

**QUESTION 3**

Which of the following statements regarding the Basic Conditions of Employment Act, 1997 are **INACCURATE**?

- A The Basic Conditions of Employment Act is the only source of minimum standards of employment.
  - B The Basic Conditions of Employment Act limits the freedom of the contracting parties.
  - C The Basic Conditions of Employment Act sets minimum standards above which the parties may contract.
  - D The Basic Conditions of Employment Act sets the minimum wage and leave that is to be awarded to workers.
1. A and D
  2. B and C
  3. A only
  4. C only

**QUESTION 4**

In which of the following instances would compensation be the applicable remedy for an unfair dismissal?

- A The employee does not wish to be reinstated or re-employed.
  - B The dismissal is unfair only because the employer did not follow a fair procedure.
  - C The dismissal is unfair only because the employer did not prove that the reason for the dismissal was fair.
  - D The circumstances surrounding the dismissal are such that a continued relationship of employment would be impossible.
  - E Circumstances are such that it is not reasonably practicable for the employer to reinstate or re-employ the employee.
1. A and B only
  2. D and E only
  3. B and C only
  4. A, B, D and E
  5. B, C, D and E

**QUESTION 5**

Unfair discrimination is prohibited in the workplace. With regard to discrimination, which one of the following statements is **INCORRECT**?

1. Where an employer differentiates between employees, the employer does not necessarily discriminate against employees.
2. Discrimination may be justified on account of affirmative action.
3. Discrimination may be justified on account of the inherent requirements of a job.
4. Discrimination may be based on more than one ground.
5. An example of indirect discrimination based on sex would be where a policy of the employer specifically excludes all female employees from a housing allowance, while the policy grants the allowance to male employees.

**QUESTION 6**

Read the following hypothetical case and select the **ONE** correct answer from the options below:

B Bank opens a new branch in Lephalale. Since most young farmers bank at the local branch, the bank decides to only appoint young women as cashiers. Jan applies for the position, however he is told that he cannot be appointed because he is a man.

1. The action against Jan will constitute unfair discrimination.
2. The action against Jan will not constitute unfair discrimination because Jan is just a job applicant.
3. The action against Jan will not constitute unfair discrimination because the clients' preference for young female cashiers will constitute an inherent job requirement.
4. The action against Jan will constitute an unfair labour practice.

**QUESTION 7**

Which **ONE** of the following actions by the employer **CANNOT**, in itself, constitute an unfair labour practice as defined in the LRA?

1. Discrimination based on the pregnancy of an employee.
2. Unfair conduct relating to the demotion of an employee.
3. The unfair suspension of an employee pending a disciplinary enquiry.
4. The unfair issuing of a final warning to an employee for alleged misconduct of the employee.
5. Unfair conduct relating to the promotion of an employee.

**QUESTION 8**

Which of the following can be classified as an "occupational detriment" in terms of the Protected Disclosures Act, 2000?

- A the employee being subjected to disciplinary action
- B the employee being dismissed, harassed or intimidated
- C the employee being refused a transfer or promotion
- D the employee being subjected to a condition of work which is altered to his or her disadvantage
- E the employee being threatened with an adverse reference

1. A, B and D
2. A, B, D and E
3. B, C, D and E
4. C, D and E
5. All of the above

**QUESTION 9**

Read the following hypothetical case and select the **ONE** correct answer from the options below:

Sandi is appointed by Medicare as a nurse. She is on her three-month probation period. One evening while on duty, she watches American Idol on television and sings along, so whole-heartedly, that she does not hear a patient's cry for help. As a result thereof the patient dies.

1. Medicare may summarily dismiss Sandi.
2. Medicare may dismiss Sandi without a hearing because she is still on probation.
3. Sandi was automatically dismissed when the patient died.
4. Sandi will immediately have to resign because she committed murder.

**QUESTION 10**

The LRA makes provision for a number of dispute resolution bodies.

Which **ONE** of the following is not such a body?

1. the Department of Labour
2. a statutory council
3. the Commission for Conciliation, Mediation and Arbitration
4. a bargaining council
5. the Labour Court

[20]

**FIRST SEMESTER: ASSIGNMENT 02**  
**UNIQUE NUMBER: 832007**  
**DUE DATE: 01 APRIL 2016**

**QUESTION 1**

Discuss whether the right of trade unions to conclude “closed shop” and “agency shop” agreements infringes employees’ right to freedom of association.

(10)

**QUESTION 2**

A dispute arose between Hard Rock Mining (‘HRM’), a platinum mining company in Pretoria and the majority trade union, Hard Workers Union (‘HWU’), about a 20% across the board wage increase and a change in the shift system. HRM offered HWU only 7% and indicated that there was no need to change the shift system as the system has been effective for the past 5 years. The parties fail to reach agreement on the two matters and without following the procedure prescribed by the LRA, members of HWU embark on a strike action.

Advise HRM on possible actions it can institute against the striking employees.

(10)  
[20]

<b>SECOND SEMESTER ASSIGNMENTS</b>
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<b>SECOND SEMESTER: ASSIGNMENT 01</b> <b>UNIQUE NUMBER: 732947</b> <b>DUE DATE: 02 SEPTEMBER 2016</b>
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**QUESTION 1**

Kea works for RDP Communiqué and uses a company motorcycle on a daily basis to deliver mail. One Monday while on duty, Kea hits Madala's gate causing it to fall on Madala's legs. As a result Madala sustains serious injuries and is taken to hospital. Madala's medical costs amount to R70 000, while the gate repairs amount to R30 000. Madala's lawyer, Zithasam, writes to RDP Communiqué demanding that the company settle the hospital bill and pay for the repair of the gate. The company refuses and claims the following: 'We are not an insurance company and we are not responsible for your loss'.

Discuss whether Kea or RDP Communiqué can be held liable for Madala's hospital bill and gate repairs. (7)

**QUESTION 2**

- (a) Discuss the dismissal of an employee for poor work performance during the probationary period. (6)
- (b) Discuss suspension the suspension of an employee as a form of unfair labour practice. (7)

**[20]**

<b>SECOND SEMESTER: ASSIGNMENT 02</b> <b>UNIQUE NUMBER: 835597</b> <b>DUE DATE: 23 SEPTEMBER 2016</b>
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**QUESTION 1**

Which **ONE** of the following statements regarding collective bargaining is **CORRECT**?

1. The inclusion of the right to collective bargaining in the Constitution creates a duty for employers to bargain with trade unions.
2. Collective bargaining is a process through which negotiations regarding matters of mutual interest between a trade union and the employer take place.
3. An individual employee may engage in collective bargaining with the employer regarding his or her terms and conditions of employment.
4. Collective bargaining is performed by bargaining agents such as the workplace forum and employers organisations.

**QUESTION 2**

Which **ONE** of the following statements regarding trade unions is **INCORRECT**?

1. The principal purpose of a trade union is to regulate relations between employees and employers or employers' organisations.
2. A trade union must be registered with the Department of Labour in order to qualify as a union.
3. A trade union must be independent from any interference or influence by the employer, in order to be registered.
4. Only a registered trade union can become a member of a bargaining council or statutory council.

**QUESTION 3**

An employee may be fairly dismissed if the employee refuses to become a member of the union which is party to the closed shop agreement.

Which **ONE** of the following statements **MOST ACCURATELY** reflects an instance when such a dismissal would be fair?

1. Where the employee was already in the employer's employment at the time the closed shop agreement took effect.
2. Where the employee was employed after the closed shop agreement took effect.
3. Where the employee is unreasonably refused membership of the trade union which is party to the closed shop agreement.
4. Where the employee refuses to join the trade union on the grounds of conscientious objection.

**QUESTION 4**

With regard to agency shop agreements, which **ONE** of the following statements is **INCORRECT**?

1. Only non-union members who qualify for membership of the trade union which entered into an agency shop agreement are obliged to pay the agency fee.
2. The trade union, which enters into the agency shop agreement, must be registered in terms of the LRA.
3. The trade union, or two or more trade unions acting together, wishing to enter into an agency shop agreement, must represent the majority of employees in the workplace.
4. The agency fees paid to the trade union may be used for any purpose, such as a financial contribution to a political party.

**QUESTION 5**

In terms of section 64(2) of the LRA, a refusal to bargain includes ...

1. the employer's refusal to recognize an employee as a bargaining agent.
2. the employer's refusal to recognize a trade union as a bargaining agent.
3. the employer's refusal to recognize a workplace forum as a bargaining agent.
4. the employer's refusal to recognize a bargaining council as a bargaining agent.



**QUESTION 6**

Which **ONE** of the following statements regarding organisational rights is **CORRECT**?

1. Registration is not an absolute requirement for a trade union to obtain organisational rights in terms of the LRA.
2. Only registered trade unions, which have a majority representation in a workplace, can use section 21 of the LRA to obtain organisational rights.
3. A trade union which is sufficiently representative in a workplace has a right of access to the workplace.
4. A trade union, which is party to a bargaining council, is automatically entitled to all the organisational rights provided for in the LRA in respect of all workplaces within the jurisdiction of that bargaining council.

**QUESTION 7**

Which **ONE** of the following statements regarding the payment of remuneration during strikes is **CORRECT**?

1. The 'no work no pay' rule only applies during an unprotected strike.
2. The employer is obliged to continue paying the salaries of its employees, if their remuneration includes payment in kind.
3. The employer who continued paying employees in kind may recover the monetary value of such from the employees after the strike.
4. Based on the nature of the contract of employment the employer is obliged to pay employees who are on strike.

**QUESTION 8**

Which **ONE** of the following statements regarding workplace forums is **INCORRECT**?

1. A workplace forum must be consulted if the employer intends to introduce new technology in the workplace.
2. A workplace forum and the employer must consult and reach consensus about proposals relating to the retrenchment of employees.
3. The employer must allow members of a workplace forum reasonable time with pay to perform their functions
4. The LRA requires the employer to provide facilities for the workplace forum to perform its functions.

**QUESTION 9**

In terms of the LRA certain prohibitions or limitations are placed on the right of employees to strike.

With regard to these prohibitions or limitations, which **ONE** of the following statements is **INCORRECT**?

1. Even though certain services may be declared essential, procedures do exist through which some employees employed in these services may strike.
2. If there is any agreement which requires that a dispute must be referred for arbitration employees bound by that agreement may not strike about that issue.
3. Once the issue in dispute between a trade union and an employer has been resolved through conclusion of a collective agreement, the employees bound by that agreement may not strike about that issue for the duration of the agreement.
4. If employees have a right in terms of the LRA to refer the issue in dispute for arbitration or adjudication they may still choose to resort to a strike.

**QUESTION 10**

Which **ONE** of the following demands is likely to be accepted by the Labour Court as a matter of mutual interest between employers and employees and thus a suitable topic for collective bargaining?

1. a demand that the employer limit the amount of overtime worked at the plant.
2. a demand that the pay as you earn taxes (PAYE) are reduced for certain workers.
3. a demand that the employer support the bond repayment boycott by the employees.
4. a demand that the employer ensure that school fees are subsidized by the State.

**[20]**

We hope that you will enjoy this module and we wish you success with your studies.

**THE LECTURES****UNISA**