



**PROGRAM** : NATIONAL DIPLOMA  
ENGINEERING: INDUSTRIAL

**SUBJECT** : MANUFACTURING RELATIONS 2

**CODE** : BVR 2111

**DATE** : WINTER EXAMINATION  
11 JUNE 2018

**DURATION** : 12:30-15:30

**WEIGHT** : 40:60

**TOTAL MARKS** : 100

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**EXAMINER** : Y.N. MAWANE

**MODERATOR** : T. MOKGOKONG

**NUMBER OF PAGES** : 7 PAGES INCLUDING COVER PAGE

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### **INSTRUCTIONS**

1. WRITE LEGIBLY AND ANSWER IN A POINT WISE MANNER. MARKS WILL BE FORFEITED IF YOUR HANDWRITING IS NOT LEGIBLE.
2. ANSWER ALL QUESTIONS.
3. CALCULATORS ARE NOT ALLOWED.

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**SECTION A****MULTIPLE CHOICE (MUST BE ANSWERED ON THE MARK SHEET)****EACH QUESTION CARRIES 2 MARKS.****QUESTION 1**

Choose the statement that does not belong to **Control Test** that is used to determine whether someone is an employee:

- A. Focus on the element of control exercised by the employer over the employee.
- B. Courts only recognize the right to control, in principle, due to the fact that highly skilled employees are given a free hand when performing their work.
- C. Who benefits or get the profits from the work done as a result of the services performed.
- D. Whether the employer chooses to exercise control over the employee or not, does not render the employment contract null and void.

**QUESTION 2**

Which of the following statements regarding payment of remuneration is **incorrect**?

- A. A strike is seen as non-performance as far as remuneration is concerned unless it is a protected strike.
- B. Employer can only withhold your earnings for non-performance and not for sick leave or annual leave.
- C. Remuneration must be paid within 7 days of end of period for which it is payable or within 7 days of the termination of the contract.
- D. Employer can deduct money due to damages caused by employee's fault.
- E. None of the above.

**QUESTION 3**

Which statements are **correct** regarding summary termination?

- 1. Summary dismissal occurs when employer declares that it is no longer bound by the contract.
  - 2. Summary termination of the contract of employment arises when the parties breach material terms of the contract.
  - 3. Employer is entitled to sue the employee for losses as a result of the breach.
  - 4. Summary dismissal occurs when employer declares that it is no longer bound by the contract and the employee will not be allowed to work from that time onwards.
- A. 1, 2, & 3
  - B. 2, 3, & 4

- C. 1, 2 , & 4
- D. 1, 2, 3 & 4
- E. None of the above

#### **QUESTION 4**

Which of the following circumstances are considered whether or not to grant compensation-:

1. Whether the employee had already provided the employee with substantial similar redress.
2. Whether the employer's ability to make redress had been frustrated by the employee.
3. The degree to which the employer had deviated from the requirements of a fair procedure.
4. Whether the employer had secured alternative employment for the employee.

- A. 1 & 2
- B. 1 & 3
- C. 1, 2, & 3
- D. 2, 3, & 4
- E. 1, 2, 3, & 4

#### **QUESTION 5**

Which of the following statements is **incorrect**?

- a) Reinstatement, suggest that the period of service between dismissal and resumption of service is deemed unbroken.
- b) Re-employment means that the employment contract ended at the date of dismissal and resumed on the date of re-employment.
- c) Re-instatement may be conditional and may be on the presentation of new qualifications.
- d) Orders of reinstatement or re-employment may not be made where the dismissal was only procedurally unfair.

#### **QUESTION 6**

Which of the following statements regarding the role of disciplinary rules are **incorrect**?

1. It is important that employers know and understand what standards are required from them.
2. An employee's incorrect behaviour is corrected by means of counselling and warning rather than to fire the employee.
3. Employers must lay down reasonable rules and apply those rules fairly and consistently.
4. Fairness requires that employees should be given the opportunity through a system of penalties to understand the rules of the workplace.

- A. 1, 2 and 3.

- B. 1 and 3
- C. 1 and 4
- D. 1, 3 and 4
- E. None of the above

### **QUESTION 7**

Which of the following statements are **incorrect** regarding notice period?

1. Contract of notice may be terminated by both parties and this is done by giving statutory, agreed or reasonable notice.
  2. Breach of contract by either party allows the innocent party to sue for specific performance and for damages or to abide by the contract.
  3. Dismissal by resignation occurs only when either party abandon the contract.
  4. Termination by employer is known as resigning.
- A. 1, 2 and 3
  - B. 4 Only
  - C. 2 and 3
  - D. 1, 3 and 4
  - E. None of the above.

### **QUESTION 8**

Which of the following factors will be considered when imposing a penalty for dismissal?

1. Length of service.
  2. Nature of the job.
  3. Previous disciplinary record.
  4. Nationality of the employee.
- A. 1, 2 and 3
  - B. 1, 3 and 4
  - C. 1 and 3
  - D. 3 Only
  - E. None of the above

### **QUESTION 9**

Select the correct statement with regards to dismissals due to theft at the workplace. Theft is one of the most serious forms of disciplinary offences and normally justifies dismissal at first instance, regardless of:

1. The value of the property.
2. The employee's length of service.
3. The absence of prior warnings.
4. Whether the employee subsequently returned the property.

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- A. 1 and 3.
  - B. 2 Only.
  - C. 3 and 4.
  - D. All of the above.

**QUESTION 10**

Select what is regulated by legislation contained in the LRA 66 of 1995.

- A. Social justice, labor peace and democratization of workplace.
- B. Promoting equal opportunity and fair treatment in employment, implementing affirmative action measures and prohibition of unfair discrimination.
- C. Freedom of association and the right to take part in trade union activities.
- D. Employers and employees are jointly responsible for safety at work.

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**SECTION B**

**MULTIPLE CHOICE (MUST BE ANSWERED ON THE MARK SHEET)**

**EACH QUESTION CARRIES 2 MARKS**

**ANSWER THE FOLLOWING QUESTIONS BY INDICATING IF THE STATEMENT IS TRUE OR FALSE**

**TRUE = A; FALSE = B**

**QUESTION 1**

Employees who left their work because of intolerable conditions, and then subsequently resigned, are deemed dismissed on the date they left work.

**QUESTION 2**

The LRA does not permit reinstatement in cases where the dismissal is found to be only procedurally unfair.

**QUESTION 3**

Where an employee filed a grievance, but resigned before the grievance procedure has run its course, it will be treated as a constructive dismissal.

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**QUESTION 4**

Employees may be dismissed for absence from work due to sickness or disability even if they have not exhausted their statutory entitlement days.

**QUESTION 5**

The insolvency of the employer does not automatically suspends the contract of employment.

**QUESTION 6**

Emergency work that must be done for which the employer could not reasonably have been expected to make provision for is not regarded as overtime.

**QUESTION 7**

The content and duration of an employment contract is not regulated by statute.

**QUESTION 8**

Labour courts permit suspension without pay as a form of disciplinary penalty.

**QUESTION 9**

Employees who work for an employer for fewer than 24 hours a month may not regulate their working hours by agreement, and will be entitled to annual – sick – , or monthly leave.

**QUESTION 10**

Renewal of the contract a number of times is, however, in itself indicative of the existence of a reasonable expectation of renewal.

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**SECTION C****CLEARLY LABEL YOUR ANSWERS****ANSWERED IN THE EXAMINATION SCRIPT****QUESTION 1**

Explain the main purpose of the following acts or constituencies in your own words:

- 1.1 Employment Equity Act. (2)
- 1.2 Occupational Health and Safety Act. (2)
- 1.3 Commission for Conciliation, Mediation and Arbitration. (2)
- 1.4 Basic Conditions of Employment Act. (2)
- 1.5 Labour Relations Act. (2)

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**QUESTION 2**

- 2.1 Employers can use different types of warnings to caution employees' bad behavior or misconduct. Describe four (4) types of warnings that you are familiar with. (20)

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**QUESTION 3**

Employees can find information regarding their employment type in their appointment letter or by contacting the Office of Human Resources.

- 3.1 Define an employee? (2)

- 3.2 Briefly discuss four (4) categories of employees. (8)

[10]

**QUESTION 4**

**Read the following case study and answer the questions below:**

Ramsay Motors employed Mr. Chauke as a general worker since 1995. A conflict arose between him and his subordinates, which led to two court hearings.

During this time, the management of Ramsay Motors embarked on a restructuring exercise that resulted in Mr. Chauke position as manager of general workers being downgraded. A general worker of a rank junior to Mr. Chauke was appointed to this position. The Company offered Mr. Chauke a senior position in another province, which he rejected. He resigned six months after the position was offered to him. Management of Ramsay Motors did not explain the details of this position to Mr. Chauke and he did not inquire about the details of the new offered position.

- 4.1 What is constructive dismissal? (3)

- 4.2 Did the resignation of Mr. Chauke amount to constructive dismissal. Give at least one reason (2)

- 4.3 List six factors that are considered as constructive dismissal in the Labour Relations Act. (6)

- 4.4 The court normally put the onus to prove constructive on the employee. Highlight issues presented in this case study that Mr. Chauke would prove his case. (5)

- 4.5 What would be the likely verdict (outcome) of this case? Give clear and supportive reasons. (4)

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